



OVERBERG DISTRICT MUNICIPALITY

Tenders are hereby invited for the following:

T21-2019/20: APPOINTMENT OF PANEL OF ACCREDITED SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF SPARE PARTS AND SERVICE OR REPLACEMENT OF COMPONENTS OF MOTOR VEHICLES, EARTHMOVING AND ROAD CONSTRUCTION EQUIPMENT FOR THE PERIOD ENDING 30 JUNE 2023

Tenders are hereby invited from suitable service providers for the appointment of a panel of accredited service providers for the supply and delivery of spare parts and service or replacement of components of motor vehicles, earthmoving and road construction equipment for the period ending 30 June 2023.

Technical enquiries regarding this tender may be directed to Mr J De Goede at jdegoede@odm.org.za

PLEASE NOTE: A non-refundable fee of R 240.00 is payable for a set of documents. During the Nation Lockdown, tender documents will not be available at the offices of the ODM and payments for the tender documents cannot be made at the cashier's office. Payments can be made via Electronic Fund Transfer (EFT) or be paid at the municipality's bank. **Please ensure that proof of payment for the tender document is attached to the tender document when handing it on or before the closing date. Your tender submission will not be accepted without proof of payment.** The banking details of the Overberg District Municipality will be attached to the tender document.

Duly completed tenders must be placed in a sealed envelope endorsed "T21-2019/20" **APPOINTMENT OF PANEL OF ACCREDITED SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF SPARE PARTS AND SERVICE OR REPLACEMENT OF COMPONENTS OF MOTOR VEHICLES, EARTHMOVING AND ROAD CONSTRUCTION EQUIPMENT FOR THE PERIOD ENDING 30 JUNE 2023.** The sealed tenders **must** be placed in the tender box at the Council Offices situated at **26 Long Street/Private Bag X22, Bredasdorp, 7280** by no later than **12:00 on Friday, 08 May 2020.** Tenders will be opened in public thereafter.

Tenders submitted by fax, e-mail, or received after the closing time and date shall not be accepted.

Overberg District Municipality shall apply its Municipal Supply Chain Management Policy as adopted in terms of section 111 of the Local Government Municipal Finance Management Act, 2003 (Act No 56 of 2003) and the relevant regulations. Tenders will be evaluated according to the criteria and weight of the 80/20 preferential procurement system. **Bidders must submit a valid Tax Clearance Certificate issued by the South African Revenue Services.**

It is the prerogative of the municipality not to accept the lowest, a part of or any tender at all.

**DP BERETTI
MUNICIPAL MANAGER**

OVERBERG

DISTRIKSMUNISIPALITEIT
DISTRICT MUNICIPALITY
UMASIPALA WESITHILI



MELD ASB/PLEASE QUOTE

Ons Verw./Our Ref.:

Navrae/Enquiries:

Bylyn/Ext.:

Privaatsak: X22

Private Bag:

BREDASDORP

7280

Tel.: (028) 4251157

Faks/Fax: (028) 4251014

E-mail/E--pos: info@odm.org.za

BANKING DETAILS

BANK	Nedbank Limited
ACCOUNT NAME	Overberg District Municipality
ACCOUNT NUMBER	117 652 4496
BRANCH	Worcester & Overberg Inland
BRANCH CODE	198 765
REFERENCE	Tender number & Company Name

Alle korrespondensie moet aan die Munisipale Bestuurder gerig word.
All correspondence must be addressed to the Municipal Manager



OVERBERG DISTRICT MUNICIPALITY

Closing Date: 12:00 Friday, 08 May 2020

Bid No: T21-2019/20

Bid Title: APPOINTMENT OF PANEL OF ACCREDITED SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF SPARE PARTS AND SERVICE OR REPLACEMENT OF COMPONENTS OF MOTOR VEHICLES, EARTHMOVING AND ROAD CONSTRUCTION EQUIPMENT FOR THE PERIOD ENDING 30 JUNE 2023

SUBMIT BID DOCUMENTS

TO/ OR

POSTAL ADDRESS: Municipal Manager Private Bag X22 Bredasdorp, 7280 (Ensure bid number and title are on envelope)	TO BE DEPOSITED IN: The bid box at the entrance of the Municipal Offices of Overberg District Municipality 26 Long Street BREDASDORP
ATTENTION: FINANCIAL DIRECTORATE SUPPLY CHAIN UNIT RECREATION STREET BREDASDORP	A bid posted (at sender's risk) to the Municipal Manager, Private Bag X22, BREDASDORP, 7280 in good time so as to reach the Municipal Manager on or before the above-mentioned closing date, may be accepted on condition that it is placed in the correct Bid box before the closing time, it being understood that the Council disclaims any responsibility for seeing that such bids are in fact lodged in the bid box. 1) Telephonic, facsimile, electronic/emailed and late bids will not be accepted. 2) Do not dismember this Bid Document (do not take it apart or put documents between its pages) 3) The PROPOSAL and all other documents of the submission must be <u>attached behind this Bid Document</u> 4) The bidder must initial every page of the bid document
CONTACT DETAILS FOR:	
Bid Specifications and Enquiries: Mr J De Goede Tel: (028) 050 0951 or (028) 050 0899 Email: jdegoede@odm.org.za	Bid Documentation: Ms C Reid Tel: (028) 0500 910 Email: creid@odm.org.za

NAME OF COMPANY: _____

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- Do not dismember this Bid Document (do not take it apart).
- All other documents of your submission must be attached behind this Bid Document.
- The bidder must initial every page of the bid document
- The checklist at the back of the bid document must be completed and adhered to.

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INVITATION TO BID

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

BID NUMBER: T21-2019/20

CLOSING DATE: 08 May 2020

CLOSING TIME: 12:00

DESCRIPTION: APPOINTMENT OF PANEL OF ACCREDITED SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF SPARE PARTS AND SERVICE OR REPLACEMENT OF COMPONENTS OF MOTOR VEHICLES, EARTHMOVING AND ROAD CONSTRUCTION EQUIPMENT FOR THE PERIOD ENDING 30 JUNE 2023

The following conditions to bid exist:

(Failure to comply may result in your bid being disqualified)

1. Bidders should ensure that bids are delivered timeously to the correct address as indicated below. If the bid is late, it will not be accepted for consideration. The bid box is generally open from 8:00 – 16:30, Monday – Thursday and from 8:00 – 16:00, Friday.
2. Bids may only be submitted on the bid documentation provided by the municipality
3. Only bidders who satisfy the eligibility criteria stated in the Standard Conditions of Bids are eligible to submit a bid.
4. Bid documents can be obtained during office hours from Monday to Thursday: 8:00 -13:00 and 13:30 – 16:30 and Fridays: 8:00 – 13:00 and 13:30 – 16:00 from the Overberg District Municipality, Supply Chain Unit, Recreation Street, Bredasdorp at a cost of **R240.00** per set.
5. All bids received shall be evaluated in terms of the Overberg District Municipality's Supply Chain Management Policy and the Preferential Procurement Policy Framework Act. The 80/20 preference points system will be applicable.
6. **NB:** No bids will be considered from persons in the service of the state (See MBD 4)
7. **Telephonic, facsimile, electronic/emailed and late bids will not be accepted.**
8. An original tax clearance certificate must be attached (MBD 2) **Bidders who are registered on the municipality's accredited supplier database and attached a valid tax clearance certificate to their application form does not need to submit a valid tax clearance certificate with their bid document.**
9. All bid prices must **include VAT**
10. For evaluation purposes, bidders need to attach a BBBEE verification certificate.
11. A bidder who does not have a BBBEE verification certificate will not be eligible for any preferential points.
12. The bids will be opened in the Council Chambers, Municipal offices, 26 Long Street, BREDASDORP in public immediately after the closing date at 12:00.
13. The lowest or any bid shall not necessarily be accepted, and the Council reserves the right to accept any part of the bid.
14. **All bids must be accompanied by a copy of the business registration documents.**

SUBMIT BID DOCUMENTS

<p>POSTAL ADDRESS: Municipal Manager Private Bag X22 Bredasdorp, 7280 (Ensure bid number and title are on envelope)</p>	<p>TO BE DEPOSITED IN: The bid box at the entrance of the Municipal Offices of Overberg District Municipality 26 Long Street BREDASDORP</p>
<p>ATTENTION: FINANCIAL DIRECTORATE, SUPPLY CHAIN UNIT, RECREATION STREET, BREDASDORP</p>	
<p>CONTACT DETAILS FOR:</p>	
<p>Bid Specifications and Enquiries: Mr J De Goede Tel: (028) 050 0951 or (028) 050 0899 Email: jdegoede@odm.org.za</p>	<p>Bid Documentation: Ms C Reid Tel: (028) 0500 910 Email: creid@odm.org.za</p>

D BERRETI
MUNICIPAL MANAGER

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TENDER CONDITIONS AND INFORMATION

1. The Overberg District Municipality is not bound to accept the lowest, a part or any Tender at all.
2. No Tenders per fax, e-mail or late Tenders will be valid.
3. Only Tenders submitted, which includes the attached Tenders forms will be valid.
4. Payment will be made within 30 days of date of invoice.
5. All Tenders must be accompanied by a valid Tax Clearance Certificate and a copy of Municipal Account Statement.
6. No alterations must be made to the Tender documents.
7. Conditions as stipulated in the Supply Chain Management Policy of the Overberg District Municipality will apply.
8. For evaluation purposes prospective suppliers need to attach **an original or certified copy of the original** of a SANAS approved BBBEE verification certificate or a sworn affidavit.
(Not a photocopy of another certified copy)
9. Tenders must be placed in the Tender box as stipulated in the advertisement.
10. All requested relevant and/or additional documentation such as Compliance Certificates, professional registration, artisan qualification, etc., must be submitted with the bid document.
Please attach requested or additional documents at the back and not in the page sequence.
11. Bidders must have their own transport (if applicable).
12. Bidders must arrange their own accommodation (if applicable).
13. **Agreement**
The successful bidder will be expected to sign the Contract Form **MBD 7.1** (Part 1) of this Tender document within 30 days of the date of notification by the Overberg District Municipality that his/her bid has been accepted.
14. **Completion of Bid Documents**
 - (a) The original bid document must be completed fully in black ink and signed by the authorised signatory to validate the proposal. All the pages must be initialled by the authorised signatory. Failure to do so may result in the invalidation of the bid which will result in the bid being non-responsive.
 - (b) Bid documents may not be retyped or altered in any way. The complete tender document must be returned. Missing pages will result in disqualification of the bid.
 - (c) Any bid document received with correction fluid (Tippex) corrections shall be disqualified.
15. **Alteration or Qualification of Bid**
No unauthorised alteration of this set of bid documents will be allowed. Any unauthorised alteration will disqualify the proposal automatically. Any ambiguity must be cleared with the contact person for the bid before the closure date.
16. **Authorised Signatory**
 - (a) The 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 the tender.
 - (b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorized to sign it for and on behalf of the bidder.

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- (c) If the resolution does not accompany the tender 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.

17. Submission of Bid

- (a) The bid must be put in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the bid number, title as well as closing date and time and placed in the Tender Box at the Overberg District Municipality by not later than **12h00 on 08 May 2020**.
- (b) Faxed, e-mailed and late bids will not be accepted. Bids may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered

18. Opening, Recording and Publications of Bids Received

- (a) Bids will be opened in public immediately after the bid closure date, or at such time as specified in the bid documents. If requested by any bidder present, the names of the bidders, and if practical the total amount of each bid and of any alternative bids will be read out aloud.

19. Tax Clearance Certificate (TCC)

- (a) A valid TCC must accompany the bid documents unless the Municipality has a valid TCC for the bidder on record. The onus is on the bidder to ensure that the Overberg District Municipality has a TCC on record and obtain confirmation from the Supply Chain Management Unit of the Overberg District Municipality.
- (b) Bids not supported by a valid Tax Clearance Certificate, either as an attachment to the bid documents or on record in the case of suppliers registered on the Supplier Database of the Overberg District Municipality will be invalidated.
- (c) In bids where consortia/joint ventures/sub-contractors are involved; each partner must submit a separate valid Tax Clearance Certificate.

20. Evaluation of Bids

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 the Tender document. Bidders must ensure that they adhere to the Responsiveness and Evaluation criteria (Page 35 – 36). The 80/20 preference points system will apply, where the 80 points will be used for price and the 20 points are awarded to the bidder for attaining B-BBEE status level contributor in accordance with their BEE Certificate.

21. Acceptance or Rejection of a Bid

The Overberg District Municipality reserves the right to withdraw any invitation to submit a bid and/or to re-advertise or to reject any bid or to accept any tender in whole or a part of it. The Overberg District Municipality does not bind itself to accepting the lowest bid or the bid scoring the highest points.

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

22. Registration on Accredited Supplier Database & Central Supplier Database (CSD)

It is expected of all prospective service providers who are not yet registered on the Overberg District Municipality's Accredited Supplier Database to register without delay on the prescribed form. The Overberg District Municipality reserves the right not to award proposals to prospective suppliers who are not registered on the Database.

The municipality is not allowed to do any business with suppliers who are not registered on the CSD.

23. Site / Information Meetings

No site meeting to be held.

24. Stamp and Other Duties

The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions.

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25. Language of Contract

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

26. Procurement Policy

Bids will be awarded in accordance with the Municipality's Preferential Procurement Regulations Policy and the Preferential Procurement Policy Framework Act, No 5 of 2000.

27. Expenses Incurred in Preparation of Bid

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

28. Wrong Information Furnished

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Overberg District Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.

29. Validity Period

Bids shall remain valid and available for ninety (90) days calculating from the closing date as advertised for the bid, for acceptance, or non-acceptance by the Municipality. The bidder undertakes not to withdraw, or alter, the tender during this period.

30. General and Special Conditions of Contract

The General Conditions of Contract as well as any Special Conditions of Contract that may form part of this set of bid documents will be applicable to this bid in addition to the conditions of bid.

31. Municipal Rates, Taxes and Charges

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

32. Contact with Municipality after Bid Closure Date

Bidders shall not contact the Overberg District 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 Overberg District Municipality, it should do so in writing to the Overberg District Municipality. Any effort by the firm to influence the Overberg District Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

33. Extension of Contract

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

34. 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, favors, hospitality or any other benefit in any improper way, with this or any past tender.

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35. B-BBEE Contributor Certificate / Sworn Affidavit

(a) Notice 29617 of 2007, amendment of the Code of Good Practice, published in Government Gazette No. 29617 on 9 February 2007 in terms of the Broad-Based Black Economic Empowerment Act (Act No.53 of 2003), inter alia determines that:

- any enterprise with an annual Total Revenue of R5 million or less qualifies as an Exempted Micro-Enterprise, provided that sufficient evidence of qualification as an EME is certified in an auditor's certificate or similar certificate issued by an accounting officer or verifying agency.
- any enterprise with an annual Total Revenue of between R5 million and R35 million qualifies as a Qualifying Small Enterprise, provided that such a QSE must select any four of the seven Elements of B-BBEE for the purposes of measurement under the Qualifying Small Enterprise Scorecard contained in Code 800 of the Act.
- a Start-up Enterprise must be measured as an EME under this statement for the first year following its formation or incorporation. This provision applies regardless of the expected total revenue of such a start-up enterprise. In order to qualify as a start-up enterprise an independent confirmation of its status must be provided and a QSE Scorecard must be submitted when tendering for any contract.

BUT – in accordance with Notice 1019 - during a Transitional Period from October 2013 to April 2015, a Measured Entity may elect to use either the provisions contained in the Statement(1) issued on 9 February 2007 OR the Statement(2) issued on 11 October 2013 – thereafter all B-BBEE compliance measurements will be in accordance with Notice 1019 of 2013.

(b) Notice 1019 of 2013, published in Government Gazette No. 36928 on 11 October 2013, whereby the revised Codes of Good Practice (the codes) was issued under section 9(1) of the Broad-Based Black Economic Empowerment Act (Act No.53 of 2003), inter alia determines that:

- any enterprise with an annual Total Revenue of R10 million or less qualifies as an Exempted Micro-Enterprise and is only required to obtain a sworn affidavit on an annual basis, confirming its Annual Total Revenue and Level of Black ownership.
- a measured Entity with an annual Total Revenue of between R10 million and R50 million qualifies as a Qualifying Small Enterprise and is only required to obtain a sworn affidavit on an annual basis, confirming its Annual Total Revenue and Level of Black ownership.
- a Start-up Enterprise must be measured as an EME under this statement for the first year following its formation or incorporation. This provision applies regardless of the expected total revenue of such a start-up enterprise. In order to qualify as a start-up enterprise an independent confirmation of its status must be provided and a QSE Scorecard must be submitted when tendering for any contract above R10 million.

(c) If the certificate was issued by a verification agency the following must be on the face of the certificate: SANAS logo, unique BVA number, must be an original certificate or certified copy of the original, **not a photo-copy of another certified copy**, the name and physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry of the certificate, the certificate number for identification and reference, the scorecard that was used (for example EME, QSE or Generic), the name and / or logo of the Verification Agency, the certificate must be signed by the authorized person from the Verification Agency and the B-BBEE Status Level of Contribution obtained by the bidder.

If certificate was issued by an Auditor/ Accounting Officers:

The Accounting Officer's or Registered Auditor's letter head with full contact details, the Accounting Officer's or Registered Auditor's practice numbers, the name and the physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry, the BBBEE Status Level of Contribution obtained by the measured entity, the total black shareholding and total black female shareholding, the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or certified copy of the original, **not a photo-copy of another certified copy**.

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If the certificate was issued by registered auditors approved by IRBA:

Clearly identify the B-BBEE approved registered auditor by the auditor's individual registration number with IRBA and the auditor's logo, clearly record an approved B-BBEE Verification Certificate identification reference in the format required by the SASAE, reflect relevant information regarding the identity and location of the measured entity, identify the Codes of Good Practice or relevant Sector Codes applied in the determination of the scores, 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, reflect that the B-BBEE Verification Certificate and accompanying assurance report issued to the measured entity is valid for 12 months from the date of issuance and reflect both the issuance and expiry date, and the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or a certified copy of the original, **not a photo-copy of another certified copy.**

FAILURE TO COMPLY WITH THE ABOVEMENTIONED WILL RESULT IN NO PREFERENCE POINTS BEING AWARDED**36. 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.

37. Standards

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

38. 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 Overberg 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 Overberg District Municipality, if so, required by the Overberg District Municipality.

39. 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.

40. Payments

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

Payment will be made in Rand unless otherwise stipulated.

41. 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.

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

- Relevant specifications
- Value for money
- Capability to execute the contract
- PPPFA & associated regulations

42. Termination for default

The Overberg 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:

If the service provider fails to deliver any or all of the goods within the period(s) specified in the agreement;

If the service provider fails to perform any obligation(s) under the contract; or

If the service provider in the judgment of the Overberg District Municipality, has engaged in corrupt or fraudulent practices in competing for or in executing the contract

In the event that the Overberg District Municipality terminates the contract in whole or in part, the Overberg 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 Overberg 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 Overberg District Municipality terminates the contract in whole or in part, the Overberg 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 10 years.

If the Overberg 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 Overberg District Municipality may regard the service provider as having no objection and proceed with the restriction.

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

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

- The name and address of the supplier and / or person restricted by the Overberg District Municipality;
- The date of commencement of the restriction;
- The period of restriction; and
- 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, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

43. Termination for Insolvency

The Overberg 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 Overberg District Municipality.

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44. Settlement of Disputes

If any dispute or difference of any kind whatsoever arises between the Overberg 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 Overberg District Municipality or the service provider may give notice to the other party of their 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 Overberg District Municipality shall pay the service provider any monies due for goods delivered and/or services rendered according to the prescripts of the contract.

45. Applicable Law

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

46. 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.

47. Taxes and duties

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

48. 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. The VAT registration number of the Overberg District Municipality is 4700193495.

49. 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.

Initial

**OVERBERG DISTRICT MUNICIPALITY
TERMS OF REFERENCE**

TOR

SCOPE

PURPOSE

The purpose of this bid is to appoint suitable service providers for the appointment of panel of accredited service providers for the supply and delivery of spare parts and service or replacement of components of motor vehicles, earthmoving and road construction equipment for the period ending 30 June 2023.

1. EVALUATION CRITERIA

1.1. This tender will be evaluated according to the criteria and weight given in the tables below:

BBBEE 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

The proposal must be valid for a period of 90 (ninety) days after the closing date.

Initial

3. PREVIOUS EXPERIENCE

Indication of Competence / Ability to Perform Successfully

Does your company have previous experience with regards to goods supplied or services rendered with reference to this tender?

Yes		If yes, please elaborate using the table below & complete the signatory section at the bottom of the page
No		If no, please complete the signatory section at the bottom of the page

KINDLY NOTE THAT THE REFERENCES PROVIDED BELOW WILL BE CONTACTED TO VERIFY THE WORK DONE

LIST OF RECENT AND PREVIOUS WORK DONE FOR ORGANS OF STATE.					
	1	2	3	4	5
DESCRIPTION OF PROJECT					
CLIENT CONTACT DETAILS – Name of Client					
Name of Responsible Official					
Telephone number					
Valid Email Address					
Value of Contract					
Year Completed					

Signed at On thisday of 20.....

As Witnesses: 1)

2).....

.....
SIGNATURE OF BIDDER

Initial



Bid No: T21-2019/20: APPOINTMENT OF PANEL OF ACCREDITED SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF SPARE PARTS AND SERVICE OR REPLACEMENT OF COMPONENTS OF MOTOR VEHICLES, EARTHMOVING AND ROAD CONSTRUCTION EQUIPMENT FOR THE PERIOD ENDING 30 JUNE 2023

BID SPECIFICATIONS

Scope: Goods Information

1.1 Description of the goods and services

Overview

Equipment covered by this contract shall include all of the vehicle and equipment purchased by the *Purchaser* for the purpose of construction and maintenance of the road infrastructure in the Overberg DM Area.

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 covers the repair or replacement and/or the supply of spare parts for the following

- A. Air and oil filtration systems and elements
- B. Auto Electrical systems
- C. Automotive glass
- D. Body work (panel beating, spray painting and chassis straightening)
- E. Clutch and braking systems
- F. Used Oil Storage and Collection
- G. Exhaust systems
- H. Fuel injection systems
- I. Gearboxes and power shift transmissions
- J. Hydraulic systems
- K. Internal combustion engines
- L. Machining
- M. Non-Friction bearing
- N. Radiators and coolers
- O. Seals and sealing material
- P. Starters and alternators
- Q. Suspension systems
- R. Turbochargers
- S. Ground engaging tools
- T. Piping and pipe works
- U. Air conditioners
- V. Tyres and repairs
- W. Engineering supplies

Initial

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 services 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 *Purchaser* 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 who shall act as a contact between the *Purchaser* and the *Supplier*

This agreement entered into between the *Supplier* and the *Purchaser* will involve all the contract's listed branches and nominated agents and the *Supplier* will be required to furnish them with full particulars of the contract. Details of branches and agents as well as tenderer's particulars and details of rights and franchises must be indicated. If tenderers wish to restrict the agreement to certain branches or agents, this condition must be stated in offers.

1.2 ***Purchaser's* options in terms of this contract**

The *Purchaser* reserves the right to:

- Undertake any service, repair or overhaul, or part thereof, itself where it has the necessary facilities at its disposal;
- Use any available *Supplier* of a spare part, service, repair or overhaul, without reference to the *Supplier*, where an emergency exists;
- Use any available *Supplier* who can supply parts, perform a service, repair or overhaul within a period which is considered as reasonable and acceptable;
- Negotiate a Service Exchange scheme with the *Supplier* 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;
- Where a *Supplier*, in terms of this contract, is equipped to undertake any of the specialised services for which separate contracts with Original Equipment *Suppliers* have been arranged, the *Purchaser* may elect to operate on either of the contracts to the *Purchaser* best advantage.

1.3 **Specific conditions constituting contractual default**

- If an unscheduled inspection after the date of commencement of the contract by a representative, including experts from the *Purchaser*, reveals that the *Supplier's* premises and equipment do not measure up to the requirements as specified in this document, this contract may be terminated by the *Purchaser*, in accordance with the conditions of contract.
- In the event of the contract being terminated for any reason, the *Purchaser's* software, documentation and test equipment provided to the *Supplier*, shall be returned to the *Purchaser* within 14 (fourteen) calendar days after the termination of the contract. The *Purchaser* will have the option to purchase any items which may have been acquired by the *Supplier* during the course of the contract.

Initial

1.4 Execution

- When a *Supplier* is called upon by the *Purchaser* to inspect equipment with a view to determine whether a repair or overhaul is justified, the actual time take for such an inspection is chargeable at applicable rates.
- If an inspection necessitated the dismantling of the equipment either fully or in part, the prior written approval of the *Purchaser* for the dismantling and reassembling, must be obtained by the *Supplier*. The cost of dismantling and reassembling, if authorised by the *Purchaser*, is chargeable at applicable rates, even in instances where the inspection disclosed that repair/overhaul is not justified.
- The *Purchaser* will liaise directly with the *Supplier* regarding parts, which are to be replaced where applicable.
- On completion of an inspection the *Supplier* shall furnish the *Purchaser* within 24 hours with a recommendation and a detailed estimate of the cost of parts, assemblies and labour as well as the period required to complete the work which specifically indicates the quantity of work/parts to be sub-contracted, in order to enable the *Purchaser* to reach a decision as to further action to be taken, provided that the *Purchaser* shall not be obligated to pursue the recommended course of action.
- The *Supplier* shall pursue all possible avenues to determine the cause of a failure during an inspection, include his findings and recommendations in the report and also indicate the work required to rectify the cause of failure in the estimated cost. The *Supplier* undertakes to report on all indications of equipment abuse or incorrect use of equipment.
- If the necessity for the replacement of extra parts is discovered at a later stage, but was not identified initially, the *Supplier* must submit an additional calculation of expenses to the *Purchaser* for approval, before the job can be commenced with.
- The date on the official order will serve as commencement date of the work and in the case of major overhaul, where a fixed period for the completion of the work has been agreed upon, the conditions relating to delayed execution, as contained in the condition of contract, will apply.
- The *Supplier* shall provide only qualified artisans, suitably trained and experienced, to carry out or supervise the works as specified on the official order.
- The *Purchaser* will keep accurate and detailed records of the repair history of each item of equipment covered by this contract.
- The *Supplier* must have sufficient under roof shelter and facilities at this disposal to repair and store equipment covered by this contract.
- The *Supplier* must have the necessary financial support to execute the work, as prescribed in the contract.
- The *Supplier* may execute the work at the following locations:
 - On his own premises;
 - In the field by making use of a mobile service unit or sub-contractor;
 - On the *Purchaser's* premises

Initial

1.5 Supply of replacement parts

- The *Supplier* must quote for the supply of replacement parts.
- The *Supplier* must undertake to use only genuine proprietary replacement parts on contract work, unless otherwise agreed to in writing by the *Purchaser*
- The *Purchaser* may agree to the use of an acceptable substitute part/assembly in the event of a genuine proprietary part being unobtainable within a reasonable period, or if it is considered by the *Purchaser* to be unreasonably costly.
- Such as substitute part/assembly may, for example, be a second-hand unit, a remanufactured unit or a specifically manufactured unit.
- The price of such a substitute part/assembly shall be determined by negotiation between the *Purchaser* and the *Supplier*.
- The *Supplier* shall supply all replacement parts requested for a service, repair or overhaul. The *Purchaser* may elect to supply parts from its own stock if agreed to by both parties in writing.
- Where work is undertaken in the field, the *Suppliers'* servicemen shall carry with them an adequate supply of maintenance parts.
- All of the replaced parts are to be returned by the *Supplier* upon delivery of the repaired equipment/vehicle unless otherwise instructed.
- Only itemised parts, with a part number indicated thereon, such as bolts, nuts etc. will be chargeable.
- Where a *Supplier* does make use of replacement parts from his own stock during a service, repair or overhaul, such parts shall be charged at the current retail list price, minus the percentage discount according to this contract which shall remain firm for the contract period.
- Where parts are used in a service, repair or overhaul, which are not normally supplied by the *Supplier*, but are purchased by him, they are to be charged at net cost plus the handling charge according to the applicable contracted rates.
- All of the spare parts, which had to be purchased "out", must be shown separately on the invoices.
- All parts, supplied in terms of this contract, shall be guaranteed by the *Supplier* in accordance with this contract.
- Where a *Supplier* offers a service exchange scheme for engines, transmissions, differentials, etc. the *Purchaser* may make use of this scheme subject to the terms and conditions specified elsewhere in this document and particularly subject to the requirements of this clause.
- The *Suppliers* must quote for the fixed charge and delivery fee, for "service-exchange" items in writing.
- There shall be no subsequent deviation from or increase in this fixed charge unless the following damage is discovered when the original item exchanged by the *Purchaser* is stripped:
 - Shaft (s) worn beyond repair
 - Housing crack (s)
 - Cylinder wear exceeding limits
 - Other (Tenderers to specify)

Initial

1.6 Quality management

The *Supplier* shall establish and maintain a quality control system will be in accordance with the requirements specified in SABS ISO 9002 or the revised equivalent thereof.

The *Supplier* shall be responsible for the adequacy of all supporting resources, facilities and quality control measures, employed to ensure that the inherent performance, quality and reliability characteristics of supported equipment are maintained and progressively improved upon. Quality aspects shall receive special attention and shall include, but not be limited to the following:

- Training and certification of support personnel (if needed).
- Accuracy of failure reporting and test diagnosis.
- Repair standards, facilities and workmanship.
- Support data capture analysis and corrective actions based on the *Purchasers'* procedures.
- Hardware and software configuration control, status accounting and concession procedures where and when applicable.
- Selection and control of sub-contractors who will be assessed by the evaluation committee; and
- Storage, handling and packaging instructions.

The *Purchaser's* must, at all reasonable times, have access to the operational areas or relevant sections of the place or places where work is performed by *Supplier* or his sub-contractors.

1.7 Security

The *Supplier* undertake to:

The *Supplier's* personnel will be subjected to all the security measures applicable to employees of the Overberg District Municipality premises and restricted areas shall be according to the policy of the *Purchaser*.

Any act performed by the *Supplier* or his employees under this contract shall not be considered to be an act by an official of the *Purchaser*.

1.8 Hourly labour rates

All contracted labour rates and other charges shall be inclusive of Value Added Tax.

The *Supplier's* hourly labour rates for all work performed, shall be comprehensive and, with the exclusion of travelling and subsistence expenses, shall cover all labour related as well as overhead cost, both direct and indirect, for example:

- Labour – direct (artisan wages).
- Labour – indirect (salaries, benefits, labourers) and consumables – direct (welding rods, cleaning materials).

All of the contracted rates or allowance for labour, travelling, subsistence, etc are maximum rates and nothing in this contact precludes a *Supplier*, branch or agency from charging a lower rate for a specific task if it is in his interest to do so.

Initial

1.9 Overtime

Overtime work may only be performed after a written agreement has been entered into between the *Purchaser* and the *Supplier*. When undertaking work on the Overberg District Municipality premises the *Supplier* shall adhere to the *Purchaser's* working hours, unless otherwise agreed to in writing.

The official in charge of the workshop concerned is to ensure that the *Supplier's* personnel perform their tasks within normal working hours as laid down by the *Purchaser*. The Chief Engineer: Mechanical Services is the only person who may grant authority to the *Supplier* to work outside normal working hours.

1.10 Work done by sub-contractors

Work done by sub-contractors on instruction of the *Supplier* shall be charged at a net cost to the *Supplier* after all discounts and allowances have been taken into account, plus a percentage surcharge. The surcharge amounts to the percentage for overheads and profit as stated in the Contract of this document shall remain firm for the duration of the contract.

The *Supplier* must submit certified copies of the sub-contractor's invoices in support of any such charges or claims.

1.11 Value added tax (VAT)

All tariffs stipulated in the pricing schedule of this document must be net and inclusive of Value Added Tax.

1.12 Rates/tariff adjustments

All tariffs stipulated in the pricing schedule of this document are subject to price escalation for inflation, except where otherwise indicated. Execution or orders shall under no circumstances be delayed in view of an expected price/tariff adjustment.

1.13 Invoicing

- Separate invoices shall be submitted by the *Supplier* in respect of each machine or component repaired immediately on completion of the service or repair and in accordance with the order received.
- Invoices shall be detailed and reflect the relevant charges in terms of this contract.
- The *Supplier* submits original valid tax invoices, satisfying the requirements of the Goods Information one week after Delivery to the Employer. Where the *Supplier* does not submit the tax invoices within the time required, the period within which payment is made and the time allowed are extended by the length of time from the date that the *Supplier* should have submitted the tax invoices to the date that the tax invoices are submitted.

Initial

1.14 Provisions of expert technical advice and skill

The *Supplier* shall provide all of the expert technical advice and skills, which are normally required for the class of services for which he is engaged.

Where specialist technical advice or assistance is required, beyond that provided under the scope of services in this contract, the *Supplier* may, with the prior written consent of the *Purchaser* arrange for the provision of such services for the account of the *Purchaser*.

However, the *Supplier* shall retain full responsibility for all the services which he is committed to render under this contract.

All work performed in terms of this contract shall be carried out by fully qualified artisans. Failure to comply with this clause shall constitute a breach of contract and shall be considered as default on the part of the *Supplier*.

1.15 Ownership of equipment, materials, supplies and facilities

Equipment material, supplies and facilities furnished to the *Supplier* by the *Purchaser* or purchased by the *Supplier* with funds wholly supplied or reimbursed by the *Purchaser*, shall be the property of the *Purchaser* and shall be so marked.

Upon completion or termination of the services, the *Supplier* shall furnish to the *Purchaser* inventories of the equipment and materials referred to above. The *Supplier* shall then dispose of same as directed by the *Purchaser*.

1.16 Insurance and security of state property

- The *Supplier* shall be liable for the loss of or damage to all state property in the *Supplier's* custody, including spares and equipment, due to any cause whatsoever including loss and damaged caused by theft or damage by fire. The *Supplier* shall immediately advise the *Purchaser* in writing of any such damage or loss with a report on the steps that he proposes to take to rectify such damage, which will be subjects to approval by the *Purchaser*.
- All notices displayed by the *Supplier* in connection with the indemnification of the *Supplier* regarding loss or damage, whatsoever, will not apply to any state vehicles or equipment kept on the *Supplier's* premises or in his possession.
- The *Supplier* shall notify the S.A Police of all cases to loss due to theft or other criminal action and a copy of the report to the Police shall be submitted to the *Purchaser* as soon as possible and not later than 24 (twenty four) hours after such theft or criminal offence was discovered. The *Supplier* shall be covered by an all risk insurance policy to be approved by the *Purchaser* in respect of each equipment unit delivered to his workshop, against damaged of whatever nature including loss by fire of theft, equal to the replacement value of all state property, and will keep it covered until it is received as serviceable by the *Purchaser*. A copy of the insurance policy shall be furnished to the *Purchaser* within one week of award of the contract. Proof of renewal of such policy shall be submitted within one week prior to expiry of the policy.

Initial

- The *Supplier* shall satisfy the *Purchaser* that every workshop, used by the *Supplier*, adequately provides for comprehensive insurance regarding state property whilst in possession of the *Supplier*. The *Supplier* must obtain written evidence from such workshop that state property is covered by insurance and shall remain as covered until he is advised to the contrary in writing.
- The *Supplier* shall ensure that where his personnel are required to drive state owned vehicles, they are in possession of valid driver's licences equivalent to those which are required for firstly, the category of the vehicle and secondly, the *Purchaser*.
- The *Supplier* shall, when requested to do so, produce to the *Purchaser* the policies of insurance, as required under the contract, and receipts for the payment of current premiums.

1.17 **Furnish data and information**

The *Purchaser* will furnish, without charges, and within a reasonable period of time, all pertinent data and information available to it and shall give such assistance as will reasonably be required by the *Supplier* for carrying out his duties under this contract.

The *Supplier* shall ensure that all relevant documentation for the capturing of management information concerning maintenance done, is completed according to prescribed specifications of the *Purchaser*.

1.18 **Aid to the *Supplier***

The *Purchaser* will facilitate to timely granting to the *Supplier*, and any of his personnel, in respect of the area where the work is to be carried out of:

- Any necessary permits and licenses for performing the work
- Access to all sites and locations involved in carrying out of the work
- The *Supplier* is fully responsible for the administration of his employees regarding vacation leave, sick leave, rotation for personnel, salaries etc.; and
- The *Supplier* is responsible for arranging transport for this own employee at own cost to and from the premises of the *Purchaser*.

1.19 **Delay in obtaining equipment and other things from the *Purchaser***

In the event that the *Supplier* is delayed in obtaining the equipment, materials, supplies and/or facilities as per the contract he shall notify the *Purchaser* in writing of such delay.

1.20 **Failure reports**

The following information shall be provided when a failure is investigated.

- Description of failure
- Confirmation of failure
- Cause of failure
- Effect of failure
- Repair action recommended; and
- Quote for repair work.

Initial

1.21 **Operational tests**

The *Supplier* shall be entitled to execute an operational test on completion of the repair or overhaul of the equipment when deemed necessary.

1.22 **Hand over on completion to Delivery**

On completion of Delivery to the satisfaction of the *Purchaser's* representative, the *Supplier* shall surrender the equipment to the *Purchaser's* representative and hand him the relevant documents and test reports.

1.23 **Payment to the *Supplier***

The *Supplier* will be paid for actual labour undertaken and replacement parts actually used in respect of the services rendered in accordance with the rates as tendered and these shall be reflected in the invoices.

1.24 **Place of work**

The following apply as regards the place of supply of the goods and services:

- The equipment for repair/overhaul will be delivered by the *Purchaser* to the *Supplier* in an area, mutually agreed to by both parties, as the most convenient relating to the requirement. On receipt of the equipment by the *Supplier*, an inventory check must be completed and a receipt for the equipment given to the *Purchaser's* representative. The *Supplier* must take photographs of the equipment when received.
- Notwithstanding the above, the *Supplier* will be required, should circumstances so demand, to repair/overhaul equipment at various sites indicated by the *Purchaser*.
- The official in charge of the workshop concerned shall have functional control over the personnel of the *Supplier* regarding the tasks to be undertaken, and in which priority, on the premises of the *Purchaser*.
- The official in charge of the workshop concerned is responsible for the written work instruction to the *Supplier* to enable the *Supplier* to commence with a Delivery. This includes the placing of *Purchaser's* orders, order administration and capturing of maintenance related data for management information.
- The *Purchaser* will make the necessary floor space available to the *Supplier* and ensure that it is safe in terms of the Occupational Health Safety Act as amended.
- The *Supplier's* personnel will be allowed to use the rest rooms of the workshops on the *Purchaser's* premises and no additional rest rooms will be made available to the *Suppliers'* personnel.
- Electricity will be made available to the *Supplier* on the *Purchaser's* premises to enable him to do work as instructed. Only services as instructed may be done on the premises of the *Purchaser*.
- The *Supplier* will be allowed to use existing cleaning facilities and wash bays of the workshops on the *Purchaser's* premises. If required, the *Supplier* will be allowed to provide his own cleaning apparatus.

Initial

- In the case of the *Supplier* not having special tools and/or equipment available on the *Purchaser's* premises, the *Supplier's* personnel may be allowed to use those belonging to the *Purchaser*. Under no circumstances will it be allowed that the *Purchaser's* tools are mixed with those of the *Supplier*. Tools provided to the *Supplier* will be issued to the *Supplier* for the duration of the task. Once the task is finalised, the tools are to be returned, provided that the *Supplier* shall be liable for all lost or damaged tools as aforesaid.

1.25 **Availability of *Purchaser's* representative**

The *Purchaser* will, at his own discretion, have one or more representatives available during the servicing/repair/overhaul of equipment during normal working hours.

1.26 **Definition of workshop**

In order to render the service adequately and efficiently the following facilities shall be provided by the *Supplier*, in cases where the *Purchaser* considers it necessary:

- Adequately equipped and suitable workshop buildings complete with all necessary equipment as approved by the manufacturer of the equipment unit;
- A sufficient number of qualified artisans in the various trades required to complete the tasks. The *Purchaser* retains the right to test the competency of any artisan on the specific tasks allotted to him, and to inspect the service ability to all relevant equipment.

1.27 **Timecards/records**

Timecards and time sheets approved by the *Purchaser*, shall be kept, to ensure that records in respect of time spent are realistic and these shall be made available for inspection by the *Purchaser* when required.

1.28 **Special conditions**

- Bidders must provide proof of qualifications of artisans who will execute work in the fields
- Bidders will be required to be registered with a recognised authority in the specific industry he/she specialises. Proof of registration will be required

1.29 **Locations**

The supply of spares and the repair/replacement of relevant components are required in the Overberg DM region.

Initial

Scope: Goods Information

1. List of Equipment and plant
- 2.

The scope of work is to be executed in accordance with the following annexure which form part of this contract. The list below indicated which items are included in the Appendix to this document. It is the responsibility of tenderers to ensure they have obtained and considered all the listed items for preparing their bid, which is the assumption when tenders are evaluated.

Identification	Size	Description	Included in Appendix
Annexure AA	A4	List of equipment and plant	Yes
Annexure BB	A4	Pricing Schedule	Yes

Special Conditions of Contract and Terms of Reference

Tenders are hereby invited from accredited service providers (to ensure that the highest applicable relevant industry technical and safety standards are always adhered to without compromising a vehicle's warrantee, reliability and the operators and other road user's safety) for the following categories to also be placed on a panel for the District Municipality to complement the internal capacity of Council's workshop.

1. Brake and Clutch
2. Driveshafts
3. Turbo chargers, injector pumps and injectors
4. Suspensions
5. Automotive glass fit
6. Exhausts
7. Batteries
8. Shock absorbers
9. Control Gears
10. Engineering
11. Mechanical
12. Hydraulics
13. Lifting Equipment
14. Compressors
15. Warning Lights
16. Body Builders
17. Upholstery
18. Engine Rebuilders
19. Diff and Gearbox rebuilders
20. Radiators and Coolers
21. Automatic Transmissions
22. Oil Analyzing
23. Auto Electrical
24. Spares and Service Parts

Initial

1. **Definition of accredited service provider: The bidder for Mechanical spares, repairs, servicing of vehicles and plant must be able to perform Original Equipment Manufacturer (OEM) warranty claims**
2. **All other services:**
The bidder must be registered with a recognized authority in the **specific industry he/she specializes in**, for example MIBCO, RMI, SADFA, METAL UNION ECT.
3. **To avoid disqualification of a bid, proof of accreditation and, if the original manufacture is covered by this accreditation, shall be submitted with this bid.**
4. The final panel of service providers will be compiled of accredited service providers as well as those linked to any manufacturer's guarantee when procured.
5. The purpose of this tender is not to duplicate any work currently being carried out by the Council's mechanics at the workshops, by outsourcing any of the services/products as listed in this tender.
6. The pricing schedules list the applicable vehicle classes owned by the District Municipality of temporary allocated, as part of an agency agreement relating to maintaining the provincial road network, on behalf of the Western Cape Government, Department of Transport and Public Work.
7. The bids to the nearest workshop will have preference.
8. Where bids received are similar, work will be rotated amongst bidders as approved in terms of this tender in terms of:
 - a. Accredited service providers
 - b. Linked to any manufacturer's guarantee when the vehicle was procured.
9. Where any manufacturer's guarantee or accredited service provider requirements as procured by the Western Cape Government, Department of Transport and Public Works road construction and road maintenance fleet, impacts negatively on the Municipal Financial Act, such vehicle and/or plant shall be temporary transferred back to the owner (Western Cape Government, Department of Transport and Public Works) to be maintained or repaired according to the relevant provincial procurement legislation when the asset was procured through the Provincial tender(s).
10. When work has been allocated, the service provider must provide the District Municipality with a quote for the work to be done. Acceptance of this quote is subject to the approval of the District Municipality prior to the commencement of the work.
11. The tender will be valid for a period of 36 months.
12. All labour quoted will be inclusive of all tools and equipment.

Initial

13. The prior approval from the District Municipality must be obtained when spare parts must be replaced.
 - c. The quotation for the cost of the spare parts is also subject to the approval of the Municipality.
 - d. To ensure that the highest application relevant, industry technical and safety standards are always adhered to without compromising the vehicle's reliability and the operators and other road user's safety, only approved original manufacturer spare parts shall be used and/or parts as supply by an accredited service provider.
 - e. Pricing must be **mark related** and will be tested from time to time against nonaccredited suppliers.
 - f. The discount percentage on **OME parts (SECTION 1 b)** and hour rate **(SECTION 1 c)** will be used for the evaluation of the tender and which will be binding on the successful bidders for the duration of the contract. **(NB DO NOT USE TIPPEX)**
 - g. The mark-up percentage on **after-market approved parts (SECTION 2 b)** and hour rate **(SECTION 2 c)** will be used for the evaluation of the tender and which will be binding on the successful bidders for the duration of the contract. **(NB DO NOT USE TIPPEX)**
 - h. The discount percentage on **after-market approved Spares and service parts (SECTION 2 b 25)** will be used for the evaluation of the tender and which will be binding on the successful bidders for the duration of the contract. **(NB DO NOT USE TIPPEX).**
14. All work for mechanical and auto electrical repairs must be executed by or under the supervision of a qualified mechanic/auto electrician.
15. The service provider must have a turn-around time of not more than twelve (24) hours for services on all vehicles.
16. The service provider must have a turn-around time of not more than three (3) days on breakages on all vehicles.
17. The service provider must have a turn-around time of not more than ten (10) days on major breakages such as engine overhauls, gearboxes and diffs on all vehicles unless prior arrangements have been made with the District Municipality.

Initial

DETAILS OF BIDDER

Name of firm / entity / enterprise			
Trading as (if different from above)			
Postal address			
Physical address			
Contact Details of the Person Signing the Bid:	Name: _____ Telephone: _____ Fax: _____ Cellular Telephone: _____ e-mail address: _____		
Contact Details of the Senior Manager Responsible for Overseeing Contract Performance:	Name: _____ Telephone: _____ Fax: _____ Cellular Telephone: _____ e-mail address: _____		
Contact Details of the Bidder proposed Project Manager who will represent the Bidder in the implementation processes:	Name: _____ Telephone: _____ Fax: _____ Cellular Telephone: _____ e-mail address: _____		
Company Income Tax no.		Tax Clearance Certificate PIN	
VAT registration no.		CSD Registration Number	
Company registration no.		Date of Director's appointment	
Any other Registration applicable to this Industry			
Banking Details of Bidder	Name of Account holder: _____ Name of Bank: _____ Account Number: _____ Branch Code: _____		

Initial

RESOLUTION TAKEN BY THE BOARD OF DIRECTORS / MEMBERS / PARTNERS RESOLUTION of a meeting of the Board of Directors / Members / Partners of

_____ (Name of bidder)

Held at _____ (place)

On _____ (date)

RESOLVED THAT:

- The enterprise submit a bid to Overberg District Municipality in respect of the following project:

BID NO: T21-2019/20

APPOINTMENT OF PANEL OF ACCREDITED SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF SPARE PARTS AND SERVICE OR REPLACEMENT OF COMPONENTS OF MOTOR VEHICLES, EARTHMOVING AND ROAD CONSTRUCTION EQUIPMENT FOR THE PERIOD ENDING 30 JUNE 2023

Mr/Mrs./Ms _____

In his/her capacity as _____

And who will sign as follows: _____
(Specimen signature)

be, and is hereby, uthorized to sign the bid and any and all other documents and/or correspondence in connection with and relating to the bid, as well as to sign any contract, and or all documentation resulting from the award of the bid to the enterprise mentioned above.

Note: The resolution must be signed by all the directors or members / partners of the bidding enterprise. Should the space provided below not be sufficient for all directors to sign, please provide a separate sheet in the same format as below.

	Name	Capacity	Date of Director's appointment	Signature
1				
2				
3				
4				
5				

Enterprise Stamp

Initial

OVERBERG DISTRICT MUNICIPALITY

TAX CLEARANCE REQUIREMENTS

IT IS A CONDITION OF BIDDING THAT –

- 1. The taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.

- 5 The attached form “Application for Tax Clearance Certificate (in respect of bidders)”, must be completed in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of twelve (12) months from date of issue. This Tax Clearance Certificate must be submitted together with the bid. Failure to submit a valid Tax Clearance Certificate may invalidate the bid.

- 5 In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificates are available at any Receiver’s Office.

Bidders who are registered on the municipality’s accredited supplier database and attached a valid tax clearance certificate to their application form does not need to submit a tax clearance certificate with their bid document.

Is your company already registered on the Overberg District Municipality’s Database?

Yes

No

Have you confirmed this with the Supply Chain Management Department of the ODM?

Yes

No

If yes, please provide ODM Database Supplier Number _____

Initial

PRICING SCHEDULE

Name of Bidder: _____	Bid Number: T21-2019/20
Closing Time: 12:00	Closing Date: 08 May 2020

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

PRICING SCHEDULE

- PLEASE REFER TO **ANNEXURE BB** FOR THE PRICING SCHEDULE (**Attachment – Excel spreadsheet**) **DO NOT MAKE ANY CHANGES TO THE DOCUMENT, ONLY INSERT YOUR PRICING.**

- PLEASE NOTE: FOR PROPER EVALUATION PURPOSES IT IS ESSENTIAL THAT THIS SPECIFIC PRICING SCHEDULE BE COMPLETED. ALTERNATIVE PRICING SCHEDULES WILL NOT BE ACCEPTED

- **ANNEXURE AA** - LIST OF EQUIPMENT AND PLANT (**Attachment – Excel spreadsheet**)

- Required by **Mr J De Goede**
- At: Roads Workshop
- Does offer comply with specification? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- *Delivery date: Firm/not firm

Note: All costs must be included in the bid price and delivered to the prescribed destination.

Initial

COMPULSORY TO COMPLETE

TENDER NO: T21-2019/20

APPOINTMENT OF PANEL OF ACCREDITED SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF SPARE PARTS AND SERVICE OR REPLACEMENT OF COMPONENTS OF MOTOR VEHICLES, EARTHMOVING AND ROAD CONSTRUCTION EQUIPMENT FOR THE PERIOD ENDING 30 JUNE 2023

FORM OF OFFER AND ACCEPTANCE

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

TENDER NO: T21-2019/20 – APPOINTMENT OF PANEL OF ACCREDITED SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF SPARE PARTS AND SERVICE OR REPLACEMENT OF COMPONENTS OF MOTOR VEHICLES, EARTHMOVING AND ROAD CONSTRUCTION EQUIPMENT FOR THE PERIOD ENDING 30 JUNE 2023

The Tender Supplier, identified in the acceptance signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

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

AS PER PRICING SCHEDULE

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tender supplier before the end of the period of validity stated in the tender data, whereupon the tender supplier becomes the party named as the contractor in the contract identified in the tender data.

Signature(s)

Name(s)

Capacity

Company Name

Address

.....

.....

Initial

Initial

TENDER NO: T21-2019/20

APPOINTMENT OF PANEL OF ACCREDITED SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF SPARE PARTS AND SERVICE OR REPLACEMENT OF COMPONENTS OF MOTOR VEHICLES, EARTHMOVING AND ROAD CONSTRUCTION EQUIPMENT FOR THE PERIOD ENDING 30 JUNE 2023

ACCEPTANCE

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

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

Signature(s)

Name(s)

Capacity

For the Employer

.....
(Name and Address of Organization)

Date:

Initial

DECLARATION OF INTEREST

- 1. No bid will be accepted from persons in the service of the state¹.
- 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority

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

- 3.1 Full Name of bidder or his or her representative.....
- 3.2 Identity Number:
- 3.3 Position occupied in the Company (director, trustee, shareholder²).....
- 3.4 Company Registration Number.....
- 3.5 Tax Reference Number:
- 3.6 VAT Registration Number:
- 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

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

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

¹MSCM 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.

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

Initial

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

3.9.1 If yes so, furnish particulars.....

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

3.10.1 If yes so, furnish particulars.....

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

3.11.1 If yes so, furnish particulars.....

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

3.12.1 If yes so, furnish particulars.....

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

3.13.1 If yes so, furnish particulars:

Name of the company's director / manager / principle shareholder and/or stakeholder	Full name of family member	Relationship	Name of the organization (Organ of State)	Capacity (Designation) in which family member is in at OOS*

**Organ of State*

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

YES / NO

3.14.1 If yes so, furnish particulars.....

Initial

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

Initial

RESPONSIVENESS AND EVALUATION CRITERIA

NB: Overberg District Municipality may verify any information submitted in terms of this proposal and any information that is incorrect may result in that Bid being automatically disqualified and not considered further.

RESPONSIVENESS CRITERIA

No bid will be considered by Overberg District Municipality unless it meets the following responsiveness criteria (for the bid to be considered responsive, the bid **must** meet the following requirements):

1. The bid must be properly received in a sealed envelope clearly indicating the description of the service and the bid number for which the bid is submitted.
2. The bid must be deposited in the relevant Bid box as indicated on the notice of the bid on or before the closing date and time of the bid. **Telephonic, facsimile, electronic/mailed and late bids will not be accepted.**
3. A Valid Tax Clearance Certificate must be attached to the bid document. **Bidders who are registered on the municipality's accredited supplier database and attached a valid tax clearance certificate to their application form does not need to submit a tax clearance certificate with their bid document.**
4. The official bid document must be fully completed in indelible ink. Where information requested does not apply to the bidder and the space is left blank, it will be deemed to be not applicable.
5. **Completion of Bid Documents**
 - (a) The original bid document must be completed fully in black ink and signed by the authorized signatory to validate the proposal. **All the pages must be initialed by the authorized signatory.** Failure to do so may result in the invalidation of the bid.
 - (b) Bid documents may not be retyped or altered in any way.
6. All requested relevant and/or additional documentation such as Compliance Certificates, professional registration, artisan qualification, etc, must be submitted with the bid document. **Please indicate where in this document these attachments can be found.**
7. The bidder must complete the previous experience schedule on page 5 of the bid document in order to prove its experience.
8. Annexure A (Authorization to deduct outstanding amounts) must be completed and signed. (Page 68)
9. Annexure B (certificate for municipal services and payments to service provider) must be completed and signed. Bidders must submit a certified statement signed by the bidder declaring that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days. (Page 69)
10. The bidder must be in good standing to do business with the public sector in terms of Regulation 38 of the Supply Chain Management Regulations (Government Gazette 27636 of 30 May 2005).
11. If the entity submitting a bid is a Joint Venture or Consortium or Partnership, each party to that formation must submit all the above information.
12. The bidder must adhere to the Pricing Instructions **(MBD 3.1) (Page 29). The quantities as indicated in the pricing schedule are only estimates which will be used in order to evaluate the bid. The unit prices as quoted above must remain fixed for the duration of the contract.**

Initial

13. The Bidders Details must be provided.
14. The necessary document authorized the Representative to sign and submit the bid on the bidder's behalf must be completed and signed. (Page 27)
15. The Form of Offer must be completed and signed by the bidder (Page 30).
16. The Declaration of Interests (**MBD 4**) must be completed and signed by the bidder. (Page 32 – 34)
17. The GCC (General Conditions of Contract) (MBD5) must be signed by the bidder (Page 37 – 49). Only the section applicable to the Bidder (Supplier).
18. **MBD 8** (Declaration of bidder's past supply chain management practices) must be completed and signed
19. **MBD 9** (Certificate of independent bid determination) must be completed and signed
20. The checklist at the back of the bid document must be completed and adhered to.

EVALUATION OF BIDS

- All bids received shall be evaluated in terms of the Supply Chain Management Regulations, Preferential Procurement Policy Framework Act, SCM Policy and the Preferential Procurement Policy.
- The Council reserves the right to accept all, some, or none of the bids submitted — either wholly or in part — and it is not obligated to accept the lowest bid.
- Bids will be evaluated in terms of their responsiveness to the bid specifications and requirements as well as such additional criteria as set out in the bid documents. Bidders must ensure that they adhere to the Responsive and Evaluation Criteria (Page 35 – 36)

AREAS TO BE INCLUDED IN EVALUATION PROCESS:

Evaluation of Preference Point

Will be as follows:

Price	80 points
BBBEE status	<u>20 points</u>
Total	<u>100 points</u>

REGISTRATION ON ACCREDITED SUPPLIER DATABASE AND THE CENTRAL SUPPLIER DATABASE (CSD)

- It is expected of all prospective service providers who are not yet registered on the Overberg District Municipality's Accredited Supplier Database to register without delay on the prescribed form. The Overberg District Municipality reserves the right not to award proposals to prospective suppliers who are not registered on the Database.
- Bidders must also be duly registered on the Central Supplier Database (CSD). Should you not be registered on the CSD, please self-register on www.csd.gov.za, for further assistance please contact csd@treasury.gov.za or 012 315 5509
- The municipality is not allowed to do any business with suppliers who are not registered on the CSD

Initial

OVERBERG DISTRICT MUNICIPALITY



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT (July 2010)

Made and entered into between:

**Overberg District Municipality
(Hereinafter referred to as the "Client")**

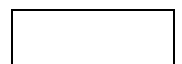
AND

(Hereinafter referred to as the "supplier")

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TABLE OF CLAUSES

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GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

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

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Initial

- 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.

Initial

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.

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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.

Initial

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.

Initial

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.

17. Prices

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

18. Variation orders

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

Initial

- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

Initial

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

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

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

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

24. 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.

Initial

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.

Initial

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

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

34. Amendment of contracts

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

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35. Prohibition of restrictive practices

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

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

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

Signed at On this day of 20.....

As Witnesses:

1.

BIDDER (SUPPLIER)

2.

Signed at On this day of 20.....

As Witnesses:

1.

CLIENT (ODM)

2.

Initial

APPOINTMENT OF PANEL OF ACCREDITED SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF SPARE PARTS AND SERVICE OR REPLACEMENT OF COMPONENTS OF MOTOR VEHICLES, EARTHMOVING AND ROAD CONSTRUCTION EQUIPMENT FOR THE PERIOD ENDING 30 JUNE 2023

T21-2019/20

<p>SCHEDULE: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017</p>
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This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 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.
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

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

- 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.

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2. DEFINITIONS

- (a) “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) “**B-BBEE status level of contributor**” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) “**Functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) “**prices**” includes all applicable taxes less all unconditional discounts;
- (h) “**proof of B-BBEE status level of contributor**” means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEM

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

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

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{min} = Price of lowest acceptable bid

Initial

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

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

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

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: = (maximum of 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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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		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:

8.2 VAT registration number:

8.3 Company registration number:

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:

Initial

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) Forward the matter for criminal prosecution.

Figure 1

WITNESSES
1.
2.

..... SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS
.....
.....

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

The enterprise is _____% black owned;

The enterprise is _____% black woman owned;

Based on the management accounts and other information available on the _____ financial year, the income did not exceed R10, 000,000.00 (ten million rands);

Please confirm on the table below the B-BBEE level contributor, by ticking the applicable box.

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of **the dti** Codes of Good Practice.
5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature, Stamp & Date

Initial

CONTRACT FORM – PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to **Overberg District Municipality** in accordance with the requirements and specifications stipulated in bid number **T21-2019/20** at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
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 goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2.

Initial

CONTRACT FORM – PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

I..... in my capacity
 as

- I. Accept your bid under reference number **T21-2019/20** dated for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
- II. An official order indicating delivery instructions is forthcoming.
- III. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

Initial

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes	No
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.)	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars:		
4.4	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
4.4.1	If so, furnish particulars:		
4.5	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
4.5.1	If so, furnish particulars		

Initial

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

Initial

NOTIFICATION OF DECISION

1. If the Supply Chain Management Bid Adjudication Committee, or the Municipal Manager, has resolved that a bid be accepted, the successful and unsuccessful bidders shall be notified in writing of this decision.
2. Regulation 50 of the Supply Chain Management Regulations gives any person whose rights have been affected by such a decision, the right to lodge an objection, complaint and dispute or to query such decision within **14 days** of notification of the decision.
3. Any bidder wishing to exercise this right must submit their objection, complain, dispute or query in writing to the Municipal Manager, Private bag X22, Bredasdorp, 7280. The format of the objection, complain, dispute or query must-
 - set out the reasons for objection, complaint, dispute or query;
 - state in which way the bidder's rights have been affected by the decision;
 - state the remedy sought, and
 - be accompanied by a copy of the notification advising the bidder of the decision of the Supply Chain Management Bid Adjudication Committee or Municipal Manager as applicable.
4. Bidders are also hereby informed of their right to request reasons for the decision in terms of the Promotion of Administrative Justice Act (No 3 of 2000).
5. The notification of decision sent to the successful bidder is not acceptance in terms of the form of offer and acceptance and no rights shall accrue to the successful bidder in terms of this notification.

Initial

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging)². Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - (a) take all reasonable steps to prevent such abuse;
 - (b) reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - (c) cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

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CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

BID NO: T21-2019/20

APPOINTMENT OF PANEL OF ACCREDITED SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF SPARE PARTS AND SERVICE OR REPLACEMENT OF COMPONENTS OF MOTOR VEHICLES, EARTHMOVING AND ROAD CONSTRUCTION EQUIPMENT FOR THE PERIOD ENDING 30 JUNE 2023

In response to the invitation for the bid made by:

OVERBERG 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)

- i. I have read, and I understand the contents of this Certificate;
- ii. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- iii. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- iv. 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;
- v. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) Has been requested to submit a bid in response to this bid invitation;
 - (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder, who:
- vi. 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 consortium³ will not be construed as collusive bidding.

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

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- vii. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) Prices;
 - (b) Geographical area where product or service will be rendered (market allocation)
 - (c) Methods, factors or formulas used to calculate prices;
 - (d) The intention or decision to submit or not to submit, a bid;
 - (e) The submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) Bidding with the intention not to win the bid.

- viii. 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.

- ix. 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.

- x. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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**IMPORTANT DOCUMENTATION
AND INFORMATION**

NB: Any bidder who fails to complete, attach and sign the following documents will automatically be disqualified.

- 1) **Valid Tax Clearance Certificate.**
- 2) The following documents must be completed and signed:
 - MBD 3.1 Pricing Schedule-Firm Prices;
 - MBD 4 Declaration of Interest
 - MBD 5 General Conditions of Contract
 - MBD 6.1 Schedule: Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2017
 - MBD 7.1 Contract Form – Purchase of Goods/Works (Part 1)
 - MBD 8 Declaration of Bidders past Supply Chain Management Practices
 - MBD 9 Certificate of Independent Bid Determination
 - FORM OF OFFER
- 3) Annexure:
 - A – Authorization to deduct outstanding amounts owed to Council
 - B – Certificate for municipal services and payments to service providers
 - **Municipal Accounts of the Company AND of each Director/Member/Partner must be attached.**
- 4) Tender documents must be completed in black ink. In the event of a mistake having been made on the tender documents, it must be crossed out in ink and be accompanied by a full signature at each alteration. **No correction fluid may be used in this tender document.**
- 5) Form of Offer and Acceptance – **COMPULSORY TO COMPLETE!**

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BID CONDITIONS AND INFORMATION

1. Agreement

The successful bidder will be expected to sign the Contract Form (Part 1) of this bid document within 30 days of the date of notification by the Overberg District Municipality that his/her bid has been accepted.

2. Completion of Bid Documents

(a) The original bid document must be completed fully in black ink and signed by the authorised signatory to validate the proposal. **All the pages must be initialled by the authorised signatory.** Failure to do so may result in the invalidation of the bid which will result in the bid being non-responsive.

(b) Bid documents may not be retyped or altered in any way.

3. Alteration or Qualification of Bid

No unauthorised alteration of this set of bid documents will be allowed. Any unauthorised alteration will disqualify the proposal automatically. Any ambiguity has to be cleared with the contact person for the bid before the closure date.

4. Authorised Signatory

(a) **The Resolution taken by the Board of Directors, members, partners or trustees authorized the representative to submit this bid on the bidder's behalf must be signed by all the directors, members, partners or trustees on submission of this bid.**

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

5. Submission of Bid

(a) The bid must be put in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the bid number, title as well as closing date and time and placed in the **Tender Box at the Overberg District Municipality by not later than 12h00 on 08 May 2020**

(b) Faxed, e-mailed and late bids will not be accepted. Bids may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered

6. Opening, Recording and Publications of Bids Received

(a) Bids will be opened in public immediately after the bid closure date, or at such time as specified in the bid documents. If requested by any bidder present, the names of the bidders, and if practical the total amount of each bid and of any alternative bids will be read out aloud.

(b) Bids received in time recorded and entered in a register which is open for public inspection.

7. Tax Clearance Certificate

(a) A valid Tax Clearance Certificate must accompany the bid documents unless the bidder is registered on the Accredited Supplier Database of the Overberg District Municipality and the Municipality has a valid Tax Clearance Certificate for the bidder on record. The onus is on the bidder to ensure that the Overberg District Municipality has a Tax Clearance Certificate on record and obtain confirmation from the Supply Chain Management Unit of the Overberg District Municipality.

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- (b) Bids not supported by a valid Tax Clearance Certificate, either as an attachment to the bid documents or on record in the case of suppliers registered on the Supplier Database of the Overberg District Municipality will be invalidated.
- (c) In bids where consortia/joint ventures/sub-contractors are involved; each partner must submit a separate valid Tax Clearance Certificate.

8. Evaluation of Bids

Bids will be evaluated in terms of their responsiveness to the bid specifications and requirements as well as such additional criteria as set out in the bid documents. Bidders must ensure that they adhere to the Responsiveness and Evaluation criteria (Page 35 – 36).

9. Acceptance or Rejection of a Bids

The Overberg District Municipality reserves the right to withdraw any invitation to submit a bid and/or to re-advertise or to reject any bid or to accept a part of it. The Overberg District Municipality does not bind itself to accepting the lowest bid.

10. Registration on Accredited Supplier Database & Central Supplier Database (CSD)

It is expected of all prospective service providers who are not yet registered on the Overberg District Municipality's Accredited Supplier Database to register without delay on the prescribed form. The Overberg District Municipality reserves the right not to award proposals to prospective suppliers who are not registered on the Database. The municipality is not allowed to do any business with suppliers who not registered on the CSD.

11. Site / Information Meetings

No site meeting to be held.

12. Stamp and Other Duties

The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions.

13. Language of Contract

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

14. Procurement Policy

Bids will be awarded in accordance with the Municipality's Preferential Procurement Regulations Policy and the Preferential Procurement Policy Framework Act, No 5 of 2000.

15. Expenses Incurred in Preparation of Bid

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

16. Wrong Information Furnished

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Overberg District Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.

17. Validity Period

Bids shall remain valid for 90 days after the bid closure date.

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18. General and Special Conditions of Contract

The General Conditions of Contract as well as any Special Conditions of Contract that may form part of this set of bid documents will be applicable to this bid in addition to the conditions of bid.

19. Municipal Rates, Taxes and Charges

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

20. Contact with Municipality after Bid Closure Date

Bidders shall not contact the Overberg District 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 Overberg District Municipality, it should do so in writing to the Overberg District Municipality. Any effort by the firm to influence the Overberg District Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

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BID NO: T21-2019/20:

APPOINTMENT OF PANEL OF ACCREDITED SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF SPARE PARTS AND SERVICE OR REPLACEMENT OF COMPONENTS OF MOTOR VEHICLES, EARTHMOVING AND ROAD CONSTRUCTION EQUIPMENT FOR THE PERIOD ENDING 30 JUNE 2023

Authorization to deduct outstanding amounts

To: Municipal Manager, Overberg District Municipality

From: _____
(Name of Bidder or Consortium)

AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL

I, THE UNDERSIGNED, _____,
(Full name in block letters)

Hereby authorize the Overberg District Municipality to deduct the full amount outstanding by the business organization / Director, shareholder, partner, etc from any payment due to us / me.

.....
Signature

THUS, DONE AND SIGNED for and on behalf of the Bidder / Contractor

At On the Day of 20.....
(Place) (Date) (Month) (Year)

In the presence of the subscribing witnesses.

AS WITNESSES:

1..... Name in Block Letters:
(Signature)

2..... Name in Block Letters:
(Signature)

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To: Municipal Manager, Overberg District Municipality
CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDER

BID NO: T21-2019/20: APPOINTMENT OF PANEL OF ACCREDITED SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF SPARE PARTS AND SERVICE OR REPLACEMENT OF COMPONENTS OF MOTOR VEHICLES, EARTHMOVING AND ROAD CONSTRUCTION EQUIPMENT FOR THE PERIOD ENDING 30 JUNE 2023

NAME OF THE BIDDER:

FURTHER DETAILS OF THE BIDDER/S; Proprietor / Director/s / Partners, etc:

Physical business address of Bidder	Municipal Account numbers

If there is not enough space for all the names, please attach the additional details to the Bid Document

Name of Director/Member/Partner	Identity number	Physical residential address of Director/Member/Partner	Municipal Account numbers

I, _____, the undersigned,
 (Full name in block letters)

Certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

PLEASE ATTACH A RECENT MUNICIPAL ACCOUNT OF THE COMPANY AND OF EACH DIRECTOR/MEMBER/PARTNER

 Signature

THUS, DONE AND SIGNED for and on behalf on the Bidder / Contractor

At On the day of20.....
 (Place) (Date) (Month) (Year)

Please Note: Even if the requested information is not applicable to the Bidder, the table above should be endorsed. Not Applicable and THIS DECLARATION MUST STILL BE SIGNED

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 []



COMPULSORY TO COMPLETE

CHECK LIST FOR COMPLETENESS OF BID DOCUMENT

The bidder must ensure that the following checklist is completed, that the necessary documentation is attached to this bid document and that all declarations are signed:

**Mark with "X" where applicable*

Items to be checked	Yes	No	Comments
1. Completed page containing the details of bidder			
2. Valid tax clearance certificate attached to bid document (MBD 2). a. Bidders who are registered on the municipality's accredited supplier database and attached a valid tax clearance certificate to their database application form does not need to submit a tax clearance certificate with their bid document.			
3. Adhered to the pricing instructions (MBD 3.1)			
4. Schedule of previous experience of bidder on page 5 must be completed			
5. Completed and signed declaration of interest (MBD 4)			
6. Signed General Conditions of contract (MBD 5)			
7. Complete and signed contract form – purchases of goods / works (MBD7.1)			
8. Signed declaration of bidder's past supply chain management practices (MBD 8)			
9. Certificate of independent bid determination (MBD 9) be completed and signed			
10. Attached municipal account (s) of the business AND of each director/member/partner of the business.			
11. Bidder must initial every page of this bid document			

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS CHECK LIST IS TRUE AND CORRECT.

.....

Signature

.....

Date

.....

Position

.....

Name

Initial

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