



INVITATION TO SUBMIT FORMAL WRITTEN PRICE QUOTATIONS

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| QUOTATION NO.: | RFQ/ESS/2018-19/347 |
| QUOTATION DESCRIPTION: | TRANSPORTATION OF COMMUNITY MEMBERS TO MPAC PUBLIC HEARINGS (INLAND REGION) |

For publication on the Buffalo City Metropolitan Municipality website and Supply Chain Management Unit Noticeboard

| | |
|---|------------------------|
| NAME OF BIDDER: | |
| BCMM SUPPLIER DATABASE REGISTRATION NO.: | |
| STREET ADDRESS: | |
| POSTAL ADDRESS: | |
| TEL NO.: | CELL PHONE NO.: |
| EMAIL ADDRESS: | FAX NO.: |
| TOTAL QUOTATION AMOUNT: | R |

| | |
|--|--|
| Issued by: | Prepared by: |
| The City Manager c/o The General Manager: Supply Chain Management Unit 80 Phillip Frame Road Chiselhurst East London | Department of Executive Support Services Municipal Public Accounts Committee 265 Oxford Street Buffalo City Metropolitan Municipality |

INVITATION TO SUBMIT FORMAL WRITTEN PRICE QUOTATIONS

Buffalo City Metropolitan Municipality requests your quotation for the goods and/or services listed hereunder in this RFQ document. Bidders are requested to furnish all information requested and return their quotation submission on the date stipulated in this invitation and the RFQ advertisement. Late and incomplete submissions will invalidate the quotation submitted.

| | |
|--|--|
| RFQ NO.: | RFQ/ESS/2018-19/347 |
| RFQ DESCRIPTION: | TRANSPORTATION OF COMMUNITY MEMBERS TO MPAC PUBLIC HEARINGS (INLAND REGION) |
| ADVERT DATE: | 06 February 2019 |
| CLOSING DATE: | 13 February 2019 |
| CLOSING TIME: | 12:00PM |
| COMPULSORY BRIEFING MEETING DATE & TIME: VENUE: | Not Applicable |
| RFQ DOCUMENTS AVAILABLE: | Reception Desk Supply Chain Management Unit 80 Phillip Frame Road Chiselhurst East London |
| SUBMISSION OF RFQ: | Informal Tender Box Supply Chain Management Unit 80 Phillip Frame Road Chiselhurst East London |
| TECHNICAL ENQUIRIES: | Name: Wendy Tyali Email: WendyT@buffalocity.gov.za and Name: Sakhumzi Caga Email: SakhumziC@buffalocity.gov.za |
| PROCEDURAL ENQUIRIES: | Cassandra Stoffels / Bongani Mndi Tel: (043) 705 9119 / (043) 705 9127 Email: CassandraR@buffalocity.gov.za BonganiMn@buffalocity.gov.za |

NB: NO SUBMISSIONS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)

1.1 GENERAL CONDITIONS OF THE RFQ

ALL CONDITIONS AND/OR INSTRUCTIONS SET OUT BELOW MUST BE STRICTLY ADHERED TO, FAILING WHICH THE SUBMISSION WILL BE DECLARED NON-RESPONSIVE

1. References in this document to 'RFQ', 'tender', 'bid', shall be synonymous.
2. No tender will be considered unless submitted on this BCMM tender document.
3. The whole original tender document, as issued by BCMM must be submitted. A tender will be considered invalid and will not be accepted, if any part of this tender document is not submitted.
4. Bidders must submit one tender offer only, either as a single tendering entity or as a member of a joint venture.
5. Telephonic, telegraphic, telex, facsimile or emailed tender offers will not be accepted.
6. Any portion of the tender document not completed will be interpreted as 'not applicable'. Notwithstanding the afore-going, failure to complete any compulsory portion of the tender document will result in the tender being declared non-responsive.
7. Tenders must be properly received and deposited, on or before the closing date and on or before the closing time, in the **Informal Tender Box** at the BCMM Supply Chain Management Unit ('SCMU') situated at 80 Phillip Frame Road, Chiselhurst, East London. If the tender document is too large to fit in the allocated box, please enquire at the reception for assistance.
8. BCMM accepts no responsibility for ensuring that tenders are placed in the correct tender box, and should a tender be placed in the incorrect tender box, it will be not be accepted.
9. BCMM reserves the right to accept:
 - 9.1 the whole tender or part of a tender or any item or part of any item, or to accept more than one tender (in the event of a number of items being offered), and BCMM is not obliged to accept the lowest or any tender;
 - 9.2 a tender which is not substantially or materially different from the tender specification.
10. BCMM shall not consider tenders that are received after the closing date and time, as specified in the tender advertisement.
11. BCMM will not be held responsible for any expenses incurred by tenderers in preparing and submitting tenders.
12. BCMM may, after the tender closing date, request additional information or clarification of tenders in writing.
13. A tender may be rejected as non-responsive if the tenderer fails to provide any clarification requested by BCMM within the time for submission stated in the written request for such clarification.
14. A tenderer may request in writing, after the closing date, that the tender offer be withdrawn. Such withdrawal will be permitted or refused at the sole discretion of BCMM after consideration of the reasons for the withdrawal, which shall be fully set out by the tenderer in such written request for withdrawal.
15. The tender shall be signed by a person duly authorised to do so.
16. Tenders submitted by joint ventures, consortia, partnerships shall be accompanied by a joint venture, consortium, partnership agreement, in which it is defined precisely the conditions under which the joint venture, consortium or partnership will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms of which it is formed, and any other information necessary to permit a full appraisal of its functioning.
17. Once the tender is awarded, all purchases will be made through an official BCMM order. Therefore no goods must be delivered or services rendered before an official order has been forwarded to and accepted by the successful tenderer.

18. **Tender Evaluation**

- 18.1 Tenders will be evaluated on functionality, should functionality criteria be made a requirement of this tender in the special conditions of tender set out in paragraph 1.2 of this tender document.
- 18.2 In the event that a functionality assessment is applicable to this tender, the minimum functionality score that a tender shall be required to obtain in order to be evaluated further shall be indicated in paragraph 1.2 of this tender document.
- 18.3 Any additional evaluation criteria of this tender shall be indicated in paragraph 1.2 of this document.
- 18.4 The tender will be evaluated for price and preference using the 80/20 preference points system, as follows :

| | |
|-------|----|
| Price | 80 |
| BBBEE | 20 |

- 18.5 Tenderers may tender with or without VAT depending upon whether or not they are VAT vendors. In the calculation of price points, VAT shall be removed from the tender offer of tenderers registered as VAT vendors, so that financial offers can be evaluated on a comparative basis as a price advantage cannot be afforded to tenderers who are not VAT vendors.

19. **Test for Responsiveness**

19.1 **Invalid Tenders**

Tenders shall be invalid if:

- (a) The tender is not sealed when submitted into the tender box.
- (b) The tender is not completed in non-erasable ink.
- (c) The form of offer has not been completed in every respect and signed by the tenderer.
- (d) In a two-envelope system, a tenderer fails to submit both a technical proposal and a separate, sealed financial offer.
- (e) The tenderer has been listed on the National Treasury's Register for Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, or has been listed on the National Treasury's List of Restricted Suppliers and who is therefore prohibited from doing business with the public sector.
- (f) The tenderer is prevented from doing business with BCMM in terms of Regulation 38 and 44 of the Supply Chain Management Regulations (MFMA).

19.2 **Non-responsive Tenders**

Tenders will be declared as non-responsive and eliminated from further evaluation in the following circumstances –

- (a) The tender does not comply with the tendering procedures.
- (b) The tender has not achieved the minimum score for functionality as set out in the tender evaluation criteria, where functionality is applicable.
- (c) Where there are material deviations or qualifications to the tender which in BCMM's opinion would –
 - (i) Detrimentially affect the scope, quality or performance of the works, services or supply identified in the scope of works;
 - (ii) Significantly change BCMM's or the tenderer's risks and responsibilities under the contract, or
 - (iii) Affect the competitive position of the tenderer, or other tenderers presenting responsive tenders, if it were to be rectified.

- (d) The tender will be declared non-responsive if the tenderer fails to adhere to a written request (within the specified period set out in such request) to –
 - (i) Comply with the general conditions applicable to tenders as contained in the BCMM Supply Chain Management Policy;
 - (ii) Complete and/or sign any declarations and/or authorisations;
 - (iii) Register on the BCMM Supplier database;
 - (iv) Submit an original and valid tax clearance certificate from the South African Revenue Services (SARS) certifying that the taxes of the tenderer are in order, or written confirmation from SARS that suitable arrangements have been made with SARS.

20. Clarification of tender offer after submission

The tenderer must provide clarification of its tender offer in response to a request to do so from BCMM during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer may be sought, offered, or permitted.

21. Provide other material

The tenderer shall provide, on request by BCMM, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), or samples of materials, considered necessary by BCMM for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in BCMM's request, BCMM may regard the tender offer as non-responsive.

22. Inspections, tests and analysis

The tenderer shall, at the request of BCMM, provide access during working hours to its business premises for any inspections, tests and analyses as provided for in these tender conditions.

23. Securities, bonds, policies, etc

If required, the tenderer must submit for BCMM's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract.

24. Imbalance in tendered rates

- 24.1 In the event of tendered rates or lump sums being declared by BCMM to be unacceptable to it because they are either excessively low or high or not in balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to.
- 24.2 If after submission of such evidence and any further evidence requested, BCMM is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.
- 24.3 The tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by BCMM, but this shall be done without altering the tender offer as tendered for.
- 24.4 Should the Tenderer fail to amend his tender in a manner acceptable to BCMM, BCMM may reject the tender.

25. BCMM supplier database

- 25.1 A tenderer must be registered on the BCMM Supplier Database, or meet the listing criteria set out in the BCMM Supply Chain Management Policy, in order for its tender to be considered responsive.
- 25.2 A tenderer must be registered within 7 days of being requested to do so, failing which its tender shall be declared to be non-responsive.
- 25.3 It is each tenderer's responsibility to keep all the information on the BCMM Supplier Database updated. If any information required (e.g. tax clearance certificate, CIDB certificate, etc) is not valid or has expired, all transactions with the vendor may, in the sole discretion of BCMM, be suspended until such time as the correct, verified information is received.

26. **Tax clearance certificates**

- 26.1 No award shall be made to a person whose tax matters have not been declared to be in order by the South African Revenue Service (SARS).
- 26.2 Tenderers are therefore required to obtain a valid original Tax Clearance Certificate from the local SARS office where such tenderer is registered for income tax/VAT purposes.
- 26.3 Each party to a consortium, joint venture or partnership must comply with the above.

27. **Inducements, rewards, gifts and other abuses of the Supply Chain Management System**

- 27.1 No provider or potential provider of goods or services, or a recipient or potential recipient of goods disposed of or to be disposed of, may directly or indirectly commit any fraudulent act during the tender process or abuse the supply chain management system of BCMM.
- 27.2 Fraud and abuse of the supply chain management system is not permitted and may result in the tender being rejected, an existing contract being cancelled, blacklisting, and any other remedies available to BCMM as provided for in the Supply Chain Management Regulations.

28. **Declarations and authorisation**

Tenderers are required to complete all statutory declarations and authorisations in the schedules attached to this tender document in Section 1.4, failing which the tender may be declared non-responsive.

29. **Samples**

If the specifications require a tenderer to provide samples, these shall be provided strictly in accordance with the instructions set out in the tender conditions.

30. **Alternative offers**

Alternative offers may be considered, provided that a tender free of qualifications and strictly in accordance with the bid document is also submitted. BCMM shall not be bound to consider alternative tenders.

31. **Alterations to tender document**

Tenderers may not make any alterations or additions to the tender document, except to comply with instructions issued by BCMM, or as are necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

32. **Objections, Complaints, Queries and Disputes / Appeals in terms of Section 62 of the Systems Act**

32.1 **Objections, complaints, queries and disputes**

Persons aggrieved by decisions or actions taken by BCMM in the implementation of the supply chain management system or any matter arising from a contract awarded in terms of the supply chain management system may, within 14 days of the decision or action, lodge a written objection or compliant or query or dispute against the decision or action.

32.2 **Section 62 Appeals**

- (a) In terms of section 62 of the Systems Act, a person whose rights are affected by a decision taken by a political structure, political office bearer, councillor or staff member of a municipality in terms of a power or duty delegated or sub-delegated by a delegating authority, may appeal against that decision by giving written notice of the appeal and reasons to the Accounting Officer within 21 days of the date of notification of the decision.
- (b) An appeal shall contain the following:
 - (i) The reasons and/or grounds for the appeal;
 - (ii) The manner in which the appellant's rights have been affected;
 - (iii) The remedy sought by the appellant.

32.3 Lodging of appeals, objections, complaints, queries and disputes relating to this tender

Appeals, objections, complaints, requests for information, queries and disputes must be submitted in writing to the Office of the Municipal Manager, 10th Floor, Trust Centre Building, Cnr of Oxford & North Streets, East London, OR by email, thandokazin@buffalocity.gov.za .

1.2 SPECIAL CONDITIONS OF THE RFQ

The special conditions of tender qualify, or are in addition to the general conditions of tender. In the event of any ambiguity or inconsistency between the general conditions and the special conditions of tender, the latter shall have precedence.

These special conditions of tender, the general conditions of tender, and the returnable schedules are only required for tender evaluation purposes, and shall not form part of any contract arising from the invitation to tender.

| General Conditions of tender Clause No. | Additions or variations to general conditions of tender |
|--|---|
| Clause 11 CLARIFICATION OF RFQ SUBMISSION | Where a bidder is requested to provide additional information or clarification of its submission, this shall not be an opportunity for the bidder to bolster its submission in any way, so as to afford it an unfair competitive advantage. |
| Clause 14. AUTHORITY OF SIGNATORY | The bidding entity must submit a letter of authority on its letterhead authorising the signatory to this RFQ to sign all documents in connection with this RFQ, and any contract which may arise therefrom, on behalf of the bidding entity. The letter of authority must be attached to Schedule A. |
| Clause 18 | After the Service provider has been notified of the Award and signs Letter of Award, the bidder will have to wait for an official signed Purchase Order before commencing with the delivery or rendering of services appointed for. |
| Clause 17 TENDER EVALUATION CRITERIA | RFQs will be evaluated in accordance with the criteria set on page 09 this document. |
| Clause 18.1 (d) | The two-envelope system does not apply to this RFQ. |
| Clause 21 INSPECTION, TESTS AND ANALYSES | Compulsory Site briefing on n/a |
| Clause 29 SAMPLES | No samples shall be required for this RFQ. |
| Clause 30 ALTERNATIVE OFFERS | No alternative offers will be considered. |

EVALUATION CRITERIA FOR THE RFQ

RFQ submissions will be evaluated in accordance with the following criteria. Failure of a bidder to meet all of the listed criteria will result in its submission being deemed to be non-responsive.

1. All tenderers must submit a certified copy of the registration papers for each passenger vehicle to be used to carry out the transportation services required in the scope of work. The registration papers must be as issued by the relevant traffic authority, licencing either under company name or company owner's name.
2. Tenderers must indicate in writing, on the registration papers referred to above, the type of vehicle e.g. Taxi/Bus etc. Failure to do so will result in the registration papers not being considered.
3. BCMM may conduct in loco inspections prior to the tender being awarded and during the contract period to determine the fitness and suitability of the vehicles for transportation.
4. If requested vehicles must be delivered within 24 hours.
5. The vehicles must have a certificate of fitness/road worthiness (COF). **COF to be submitted with RFQ submission.**
6. The drivers must have a valid driver's license and Professional Driving Permit. **The drivers' licenses and PDPs of all drivers who will be transporting passengers must be submitted with this RFQ.**
7. Bidders must submit certified copies of their public liability insurance to cover the passengers. Legal liability to 3rd party not less than 1million ; passenger liability not less than 100 000 per person
8. Bidder must submit the route permit/ shuttle permit for all vehicles offered for the provision of the transportation services.

1.3 RETURNABLE DOCUMENTS

In addition to the requirements stipulated in this tender, tenderers are required to submit the documentation listed below.

may result in the tender submission being classified as non-responsive and eliminated from further consideration.

| | RETURNABLE DOCUMENT | AVAILABLE (TICK ✓) |
|-----|---|-----------------------|
| 1. | Original SARS tax clearance certificate | |
| 2. | Certified copy of BBBEE certificate; if points are claimed | |
| | 2.1 Certified copy of BBBEE certificate (if tender is a Trust, Joint Venture of Consortium that is a legal entity) | |
| | 2.2 Certified copy of consolidated BBBEE scorecard (if tenderer is a Trust, Joint Venture or Consortium that is an unincorporated entity) | |
| 3. | Proof of VAT registration; if not apparent from tax clearance certificate | |
| 4. | Certified copy of Certificate of Incorporation; if tenderer is a Company | |
| 5. | Certified copy of Founding Statement; if tenderer is a Closed Corporation | |
| 6. | Certified copy of Partnership Agreement; if tenderer is a Partnership) | |
| 7. | Certified copy of Joint Venture or Consortium Agreement; if tenderer is a Joint Venture or Consortium | |
| 8. | Certified copy of ID document and a signed statement that tenderer is a sole proprietor; if tenderer is a one-man concern | |
| 9. | Original Municipal debt clearance certificate / bidders' business premises lease agreement. | |
| 10. | Certified ID copies of company directors | |

NOTE – in the event that the tendering entity is a joint venture, consortium, or partnership, each partner must supply the above information.

1.4 RETURNABLE SCHEDULES

All returnable schedules below must be completed by the tendering entity, save for those schedules which are not applicable to it in which case the tendering entity must indicate which schedules are not applicable to it. Should the tenderer fail to complete all applicable and compulsory schedules, its tender submission shall be deemed to be non-responsive in accordance with clause 28 of the general conditions of tender above.

The schedules required to be completed are as listed below –

| | |
|------------|--|
| Schedule A | Letter of Authority for Signatory |
| Schedule B | Confirmation of Registration of Tenderer on BCMM Supplier Database |
| Schedule C | Municipal Bidding Documents |

SCHEDULE A – LETTER OF AUTHORITY FOR SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder with an x.

| COMPANY | CLOSE CORPORATION | PARTNERSHIP | JOINT VENTURE | SOLE PROPRIETORSHIP |
|---------|-------------------|-------------|---------------|---------------------|
| | | | | |

NOTE:

BIDDERS MUST ATTACH A LETTER OF AUTHORITY TO THIS PAGE, AUTHORIZING THE SIGNATORY TO THIS RFQ TO SIGN ALL DOCUMENTS IN CONNECTION WITH THIS RFQ AND ANY CONTRACT WHICH MAY ARISE THEREFROM, ON BEHALF OF THE BIDDING ENTITY.

SCHEDULE B – CONFIRMATION OF REGISTRATION OF TENDERER ON BCMM SUPPLIER DATABASE

| TENDERER NAME | REGISTERED ON SUPPLIER DATABASE? (YES/NO) | CENTRAL DATA BASE NUMBER |
|---------------|---|--------------------------|
| | | |

A bidder who is not registered on the CSD BCMM Database is not precluded from submitting a quotation; however such bidder must meet the listing criteria contained in the BCMM Supply Chain Management Policy (2015) in order for its quotation to be considered responsive.

It is the responsibility of a bidder to ensure that this requirement is complied with. In the case of Joint Ventures and Consortia, this requirement will apply to each party to the Joint Venture or Consortium.

BIDDER’S SIGNATURE:

SCHEDULE C – MUNICIPAL BIDDING DOCUMENTS

MBD 4

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, furnish particulars.....

.....

¹ MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

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

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

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

3.10.1 If yes, furnish particulars
.....

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

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

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

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

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

3.13.1 If yes, furnish particulars.....
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

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

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

| Full Name | Identity Number | State Employee Number |
|-----------|-----------------|-----------------------|
| | | |
| | | |
| | | |
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| | | |
| | | |
| | | |

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

PROCUREMENT REGULATIONS 2011

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

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 R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed/not exceed R1 000 000 (all applicable taxes included) and therefore the.....system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

| | POINTS |
|--|--------------|
| 1.3.1.1 PRICE |80..... |
| 1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION |20... |
| Total points for Price and B-BBEE must not exceed | 100 |

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

2.1 “**all applicable taxes**” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.3 “**B-BBEE status level of contributor**” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the

Broad-Based Black Economic Empowerment Act;

- 2.4 “**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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 “**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 “**consortium or joint venture**” 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;
- 2.8 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 “**EME**” means any enterprise with an annual total revenue of R5 million or less;
- 2.10 “**Firm price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 “**functionality**” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 “**non-firm prices**” means all prices other than “firm” prices;
- 2.13 “**person**” includes a juristic person;
- 2.14 “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.

- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

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

Where

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

5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

| B-BBEE Status Level of Contributor | Number of points (90/10 system) | Number of points (80/20 system) |
|------------------------------------|---------------------------------|---------------------------------|
| 1 | 10 | 20 |
| 2 | 9 | 18 |
| 3 | 8 | 16 |
| 4 | 5 | 12 |
| 5 | 4 | 8 |
| 6 | 3 | 6 |
| 7 | 2 | 4 |

| | | |
|---------------------------|---|---|
| 8 | 1 | 2 |
| Non-compliant contributor | 0 | 0 |

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 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? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of firm :.....

9.2 VAT registration number :.....

9.3 Company registration number :.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated
Registered Account Number
Stand Number

9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?

.....

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 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 paragraph 7, 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 contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES:

1.

2.

| |
|------------------------------------|
| SIGNATURE(S) OF BIDDER(S) |
|------------------------------------|

DATE:.....

ADDRESS:.....

.....

.....

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

| Item | Question | Yes | No |
|-------|--|---------------------------------|--------------------------------|
| 4.1 | <p>Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury’s website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars: | | |
| 4.2 | <p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury’s website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars: | | |

| | | | |
|-------------|--|---------------------------------|--------------------------------|
| 4.3 | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars: | | |
| Item | Question | Yes | No |
| 4.4 | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars: | | |
| 4.5 | Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.7.1 | If so, furnish particulars: | | |

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

MBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

MBD 9

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

2.1 AGREEMENT & CONTRACT DATA

2.1.1 FORM OF OFFER AND ACCEPTANCE

PART 1 (OFFER TO BE COMPLETED BY TENDERER)

1. Buffalo City Metropolitan Municipality has solicited offers to enter into a contract for the procurement of :

TRANSPORTATION OF COMMUNITY MEMBERS TO MPAC PUBLIC HEARINGS (INLAND REGION)

2. I, the Tenderer, hereby undertake to supply and deliver all or any of the goods and/or works; OR render the services described in the attached bidding documents to BCMM in accordance with the requirements and specifications stipulated in bid number **RFQ/ESS/2018-19/347** 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.

3. The following documents shall be deemed to form and be read and construed as part of this Agreement:

- (i) The Scope of Work;
- (ii) This Tender document, viz
 - Scope of Services;
 - The Pricing Data;
 - This Form of Offer & Acceptance;
- (iii) Bidder’s Tender Proposal;
- (iv) The Special Conditions of Contract;
- (v) The General Conditions of Contract; and
- (vi) Any Service Level Agreement that may be concluded by the appointed bidder and BCMM.

4. 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.

5. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

The **TOTAL QUOTATION AMOUNT** inclusive of value-added tax (where applicable) is

..... Rand

(in words); R (in figures)

This offer may be accepted by the authorised BCMM representative signing the acceptance part of this form of offer and acceptance, and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender conditions, whereupon the tenderer becomes the party named as the appointed service provider in terms of the conditions of contract identified in the contract data.

NAME (PRINT)
CAPACITY
SIGNATURE
NAME OF FIRM
DATE

| |
|---|
| WITNESSES: 1 2 DATE: |
|---|

FAILURE BY THE TENDERER TO COMPLETE AND SIGN THIS FORM AND/OR TO ENTER ITS TOTAL QUOTATION AMOUNT ON THIS FORM OF OFFER, SHALL DISQUALIFY ITS RFQ SUBMISSION.

PART 2 (ACCEPTANCE TO BE COMPLETED BY BCMM)

By signing this part of this form of offer and acceptance, BCMM accepts the tenderer’s offer. In consideration thereof, BCMM shall pay the appointed service provider the amount due in accordance with PART 1 of this offer and acceptance. Acceptance of the tenderer’s offer shall form an agreement between BCMM and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

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

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

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

SCHEDULE OF DEVIATIONS OR QUALIFICATIONS

The tenderer should record any **proposed** deviations or qualifications he may wish to make to the tender in this Schedule. Alternatively, a tenderer may list such deviations or qualifications in a covering letter attached to his tender and reference such letter in this Schedule. Should any matter in such letter, which constitutes a deviation as aforesaid, be the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

The tenderer’s attention is drawn to paragraph 18.3(c) of the General Conditions of Tender, regarding the handling or material deviations and qualifications.

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents, and which it is agreed by the parties becomes an obligation of the contract, shall also be recorded here.

Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the contract.

If no deviations of qualifications are desired, the schedule hereunder to be marked NIL, and signed by the tenderer.

- 1. Subject _____
Details _____
- 2. Subject _____
Details _____
- 3. Subject _____
Details _____
- 4. Subject _____
Details _____
- 5. Subject _____
Details _____
- 6. Subject _____
Details _____

By the duly authorized representatives signing this schedule of deviations, BCMM and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tendering procedures and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

For the tenderer:

Signature(s)

Name(s)

Capacity

.....
(Name and address of organization)

Name and signature
of witness

Date

2.1.2 CONTRACT DATA

GENERAL CONDITIONS OF CONTRACT

The contract will be administered in terms of the **General Conditions of Contract 2010** as issued by National Treasury.

A copy of the General Conditions of Contract may be obtained from the National Treasury website – www.treasury.gov.za

SPECIAL CONDITIONS OF CONTRACT

The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2003 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).

Contractor's liability as mandatory

Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2003, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.

Contractor to notify Employer

The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.

Contract Data

The Contract shall be construed to be interpreted in English.

Contractor to Insure

Without limiting the Contractor's obligations in terms of the Contract, the Contractor will effect and maintain for the duration of the Contract until the expiry of the Defects Liability period the insurance on hired items, as it is the responsibility of the Contractor (including all Subcontractors) to cover damage, loss or injury at own cost.

1.6.2 Contractor to observe conditions

The Contractor shall give all notices and observe all conditions and requirements imposed by the relevant insurance policies, which shall be binding on the Contractor.

Insurance by Contractor

The Contractor shall obtain for the duration of the contract the following Insurance Policies with an approved Insurance Company:

- a) All Risk Insurance cover with regard to all Vehicles (including site huts and temporary accommodation brought on to the Site), owned, leased or hired by the contractor that are used in the execution of the contract for the full replacement value thereof.

- b) All hired vehicles driven or operated by BCMM employees are covered by BCMM Insurance, whilst being on a public road and BCMM premises.
- c) Vehicles, LDV's and Trucks owned, leased or hired from the Contractor that are under wet rate and operated by the Service Provider's employee will be covered by Contractors Insurance.
- d) Proof of Liability Insurance for a minimum of R5 000 000.00 must be submitted with the tender.

Contract Data

In respect of Vehicles, LDV's or Trucks brought onto the Site by or on behalf of Subcontractors, the Contractor shall be deemed to have complied with the provisions of this Sub-Clause by ensuring that such Subcontractors have similarly insured such items.

The Contractor shall comply with the provisions of the Compensation for Occupational Injuries and Diseases Act 1993, as amended, in respect of all his employees employed in the Republic of South Africa in connection with this Contract.

The Contractor shall insure and keep insured all persons employed by him in connection with this Contract who do not fall within the provisions of the Compensation for Occupational Injuries and Diseases Act 1993, as amended, against his Common Law Liability to such employees for a sum of not less than R1 000 000 (one million rand) for any one accident.

Procedure for claims

The Contractor shall comply with the claims procedures indicated in the Contract Data.

Proof of payment

The Contractor shall produce to the designated BCMM official the policies by which the insurances are affected and proof of the due payment of all premiums there under and of the continuity of the policies for the required period.

The Contractor shall provide proof that he has paid all contributions required in terms of the provisions of the Workmen's Compensation Act (Act No. 30 of 1941) as amended.

Disputes will be settled by means of Mediation without legal representation. The decision of the Mediator will be final and binding.

2.2 PRICING DATA

2.2.1 PRICING INSTRUCTIONS

GENERAL

These pricing instructions provide the tenderer with guidelines and requirements with regard to the completion of price schedule. The pricing instructions also describe the criteria and assumptions which will be assumed in the contract to have been taken into account by the tenderer when developing his prices. The price schedule shall be read with all documents which form part of this contract.

RATES

Tenderer's price offer shall be valid for 90 days from the closing date of this tender.

The rates and prices submitted by the Tenderer must be entered into the pricing schedule below, failing which the tender will be declared to be non-responsive

No deviations from the pricing schedule will be permitted, except where indicated separately in the deviations portion of this tender document.

The tender price must be inclusive of VAT, where the tenderer is a registered VAT vendor.

Tenderers must provide rates that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract.

The prices and rates to be inserted in the price schedule are to be inclusive for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as basis for assessment of payments for additional work that may be carried out.

The tenderer shall fill in a rate against all items where the words 'rates only' appears in the column. The intention is that, although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item be actually required.

Except where rates only are required, the tenderer shall insert all amounts to be included in the total tendered price in the amount column and show the correspondence total tendered price.

The tenderer shall not group together a number of items and tender one rate for such group of items.

All rates and sums of money quoted in the price schedule shall be in rand and whole cents. Fraction of cent shall be discarded.

All prices and rates entered in the price schedule must be vat exclusive.

The Metro reserves the right not to accept the lowest rate or a rate which is not market related.

2.2.2 PRICING SCHEDULE

I/We the undersigned, hereby offer to deliver, remove and hire to the Buffalo City Metropolitan Municipality in terms of the Specification, the following items of vehicles at the rates stated, as and when required from time to time during the period of the contract.

When required each item will be supplied with a competent driver by the bidder.

The taxis are requested to be supplied on the following areas 2 hours before the schedule times, the pickup points as well as drop off points before and after the sessions will be advised by the contact persons listed in the scope of work:

DAY 01: WEDNESDAY 20 FEBRUARY 2019

AREAS TO BE COVERED

| Day | Ward | Areas to be covered | Venue & Time | PP OFFICIALS DEPLOYED | NUMBER OF TAXIS |
|-----|------|--|------------------------------|-----------------------|-----------------|
| (a) | 25 | Phakamisa Township Zwelitsha Zone 8,9,10, Cliff Location | Zwelitsha Hall 10:00am | | 4 |
| (b) | 34 | Dimbaza Township Central, Polar Park, Tembisa | Zwelitsha Hall 10:00am | | 4 |
| (c) | 35 | Balasi Location, Balasi Valley, Zinyoka, , Mortel Park, Mzontsundu, Kuwait Settlement, Tyutyu, Ramnyiba Luphondweni, Silositsha, Cwengcwe, Emagqobokeni, Quzini, Lyteville | Zwelitsha Hall 10:00am | | 4 |
| (d) | 36 | Dimbaza, Pirie Trust, Pirie Mission, Khayelitsha, Nomgwadla, Upper Mngqesha, Nakani, Newrest, Mzitshane, Xhwithinja, | Zwelitsha Hall 10:00am | | 4 |

| | | | | | |
|-----|----|--|------------------------------|--|---|
| | | Nkosiyane, Madakeni, Zabalaza, Myeni | | | |
| (e) | 37 | Westbank, Clubview, Mxaxo B, Tolofiyeni, Mdingi, Maseyingathe | Zwelitsha Hall 10:00am | | 4 |
| (f) | 38 | Lower Mngqesha, Handsmision, Noncampa, Mzantsi, Tyusha, Mamata, eMantlaneni, St Thomas (KweZidenge), Zikhalini, Lenge, Gwaba, Mxaxo A, Kwelerana, Bulembu, Liefeltd, Didikana, Mxalanga | Zwelitsha Hall 10:00am | | 4 |
| (g) | 39 | Shornville, Rhayi, Ginsberg, Bonke, Kwalini, Ngxwalane | Zwelitsha Hall 10:00am | | 4 |
| (h) | 40 | Fort Murray, Qongotha, Godidi, Dubu, Mlakalaka, Ndileka, Mimoso, SP, Dongwe, Tshabo 2&3, Masele, Qaga, Shushu, Jubisa, Tamara | Zwelitsha Hall 10:00am | | 4 |
| (i) | 41 | Zwelitsha Zone: 1,2,3,4,5,6,7&10, | Zwelitsha Hall 10:00am | | 4 |
| (j) | 43 | Tyutyu, Bisho, Peeltorn, Clubview | Zwelitsha Hall 10:00am | | 4 |
| (k) | 44 | Breidbach, Tshatshu, Sweetwaters Golf Course, Qalashe, Siyathemba | Zwelitsha Hall 10:00am | | 4 |
| (l) | 45 | Litha, Skobeni, Berlin Tshabo 1, Nkqonkqweni, Hanover | Zwelitsha Hall 10:00am | | 4 |

| | | | | | |
|-----|----|---|---------------------------|--|---|
| (m) | 49 | Thubalethu, Ekuphumleni, Gesini, Masijongane, Ndevana, Izeleni, Velwano, Highway, Ezintenteni, Mtombo, Guguglethu, New Brighton, Ntakazilali, Bongeni, Mpolweni | Zwelitsha Hall 10:00am | | 4 |
|-----|----|---|---------------------------|--|---|

2.3 SCOPE OF WORK

2.3.1 Scope of Work or Service

Municipal Public Accounts Committee (MPAC) invites formal written price quotations for the transportation of community members to the MPAC Public hearings which will take place in areas stated below.

REQUIREMENTS

Requirements are for hire of passenger vehicles, suitable to accommodate at least 15 persons at a time, as well drivers who will ferry community members from pick-up points to the hearings, and then return them to a drop-off points. Pick-up and drop-off points will be arranged with the successful bidder.

DURATION OF THE CONTRACT

This contract is for a period of one (1) day.

AREA OF OPERATION

It should be noted that this contract covers the inlands area within the Buffalo City Metro area of jurisdiction namely.

| Day | Ward | No. of taxis required (A) | Rate per taxi/per day (B) | Total (A x B) |
|------------|---|----------------------------------|----------------------------------|----------------------|
| 1 | 25,34,35,36,37, 38,39,40,41,43, 44,45 &49 | 53 | | |

NOTICE

Notification will be given by the issuing of official order as to the approximate duration of hire required.

COMMENCEMENT AND TERMINATION OF HIRE

The hire period shall commence from time when the item arrives on the job and shall continue until the service is completed based on the metro’s supervisor or official order.

BASIS OF INVOICING

Each invoice shall refer to the official order and shall be signed by both the contractor / representative and relevant BCMM official in charge. In the instance where any extra costs were incurred during the period of hire, such costs shall be clearly shown on the invoice submitted.

RATES AND CONDITIONS OF PAYMENT

- (a) Payment for hired item will be in accordance with the schedules of rates and the official order and will be made against invoices certified correct by the relevant metro official designated to do so.
- (b) Payment will be made within 30 days of receipt of tax invoice. To avoid any delays in settlement of account, contractors are requested to ensure that the following information is clearly indicated on the invoice: applicable order number together with correct rates and duration of hire in terms of schedule of rates.

TERMS OF REFERENCE

- 1. Day means 8 hours.
- 2. Note that the rate must include security of the vehicles.
- 3. The condition of the vehicles offered will be verified by Buffalo City Metropolitan Municipality's mechanical workshop or Traffic Department before acceptance.

SERVICE LEVEL AGREEMENT

The appointed service providers would be expected to sign a service level agreement (SLA) with the Metro.

The transportation services are required to be provided as follows – the transportation vehicles must arrive at the pick-up areas at least 2 hours before the schedule times. The pickup points as well as drop off points before and after the sessions will be advised by the contact person provided in the information tables as follows:

-END-