City of Johannesburg
Metrobus

BID NO: FIN01-2024/2025

PROVISION TO APPOINT A PANEL OF INDEPENDENT SERVICE PROVIDERS FOR THE SUPPLY OF VARIOUS FINANCIAL MANAGEMENT SERVICES AND SUPPORT TO METROBUS FOR A PERIOD OF THIRTY-SIX (36) MONTHS AS AND WHEN REQUIRED.

METROBUS

BIDDER'S NAME: ______________________________

CSD NUMBER: ______________________________

TELEPHONE NUMBER: ______________________________

E-MAIL ADDRESS: ______________________________

PHYSICAL ADDRESS: ______________________________

POSTAL ADDRESS: ______________________________

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Supply Chain Management: Bids@mbus.joburg.org.za

INVITATION FOR PROSPECTIVE BIDDERS

Metrobus hereby invites prospective bidders with proven track record to respond to the following request.

Bid No.	Service Description	Evaluation criteria	Closing Date	Technical Enquiries
BID NO: FIN01/2024-2025	Provision to appoint a panel of independent service providers for the supply of various Financial Management Services and Support to Metrobus for a period of thirty-six (36) months as and when required.	80/20 80 points for price and 20 points for Specific goals	**Date**: 14 August 2025 **Time**: 11:H00, **Venue**: Transportation House, Corner Enoch Sontonga & Raikes Road, Braamfontein	Name: Patrick Matanhire Tel: 083 702 4257 Email**:** **PMatanhire@mbus.joburg.org.za** OR **Bids@mbus.joburg.org.za**

The tender document can be downloaded for free of charge on the National Treasury website at www.etenders.gov.za or the Metrobus website www.mbus.joburg.org.za as from the 15th of July 2025

Sealed documents individually marked with the abovementioned **BID NO: FIN01/2024-2025** and Service Description, must be placed in the Tender box situated at ground floor (left hand side of the entrance just before the security desk), Metrobus Main Building by the closing date and time as per Metrobus` s clock. All Suppliers are encouraged to make their submission before the closing time. It is the prospective bidders' responsibility to obtain documents in time to ensure responses reach Metrobus timorously.

No tenders will be accepted after the closing date and time. No tender per facsimile or e-mailed will be accepted. Office hours are from 08h00 to 16h00 weekdays for the collection of documents.
Bids will be publicly opened at Metrobus, No. 1 Raikes Road Braamfontein on the closing date and time as stipulated above.

All enquiries relating to the bidding procedure should be directed to Supply Chain Management Unit at the following email: bids@mbus.joburg.org.za before

only written enquiries will be attended to

Metrobus is not obliged to appoint the cheapest tenderer and reserves the right appoint in parts not to accept any submission and to re-advertise if it so wishes. Service providers will be adjudicated according to the Supply Chain Management Policy using the point system mentioned above, based on the Preferential Procurement Policy Framework Act, Act 5 of 2005, preferential procurement regulations 2022, MFMA, Act 56 of 2003, as well as the Broad Based Black Economic Empowerment Act, Act 53 of 2003.

Furthermore, Metrobus reserve the right to appoint more than one bidder or to appoint a panel of service providers.

IMPORTANT NOTICE

1. Metrobus reserve the right to award to more than one bidder or to a panel of service providers and further reserve the right to not award the bid or only award the portion of the bid

2. Bidders are reminded that for any and all alterations in the bid document must be initialed / signed in full by the bidder's authorized signatory and or provide an accompanying letter on the bidder's official letterhead will indicate such alterations.

3. This bid, correctly endorsed, is to be addressed to the Supply Chain Management and must be deposited into the tender/ bid box at the Ground Floor: Main Entrance, Metrobus, No. 1 Raikes Road Braamfontein, at the time and date shown herein. Under no circumstance will late tenders be accepted.
4. Failure to attend the compulsory briefing session (if applicable to the bid) will result in disqualification of the bid.

5. Failure to submit samples, if requested will result in disqualification of the bid.

6. The bid document is to be completed in ink and in full.

7. The bid document is to be submitted in full in the same order as issued, with all the sections attached.

8. In bid where Consortiums and Joint Ventures are involved, an agreement endorsed with signatures of all parties involved, must be submitted, and further each party must submit a separate proof of TCS / PIN / CSD number.

9. The Name(s) or Surname of a bidder on the returnable documents should be the same as those on the Identity Document (ID), in a situation where there is inconsistency on the name(s) or surname, the onus is on the bidder to clarify that inconsistency by submitting supporting documents and/or an affidavit together with his/her bid/proposal. Failure to do that might lead to his/her bid not being considered.

10. The bid shall be valid for a period of 120 days calculated from the closing date or such further extension period as may be requested by Metrobus.

11. Failure to price or quote according to the specification/scope of work may lead to the proposal/bid not being considered for further evaluation.

12. Should there be dispute or inconsistency in the pricing or bid offer, the amount indicated on MBD1, in words, shall supersede any other price offer indicated anywhere in the tender document.

FAILURE TO COMPLY WITH THE ABOVE REQUIREMENTS MAY DISQUALIFY THE BID

Bidder /s………………………………………………………………………………………………

Physical Address……………………………………………………………………………….....

Postal Address………………………………………………………………………………………..

Telephone: ………………………………………… Cell: ………………………………………….

E-mail: ……………………………………………………………………………………………………

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1. BID DOCUMENTS CHECK LIST:

A completed and signed bid document should be submitted in a sealed envelope and it should be properly packaged or bound. The bidders are further advised to use dividers and properly number their documents in accordance with the numbering stated below.

Item	Description	Submitted – Indicate YES or NO
1.	Completed registration on the national treasury central supplier database	
2.	Completed and signed MBD 1,4,6, 8, 9, NB: Failure to fully complete all sections may lead to a disqualification of the bid	
3.	General Condition of Contract (GCC) to be signed	
4.	Rates and taxes account not older than three months and not more than 90 days in arrears, or lease agreement for the company and ALL directors. In a case where the bidder does not lease or own property an affidavit should be attached.	
5.	ID copies of shareholders / directors and share certificates; certificates not older than three months.	
6.	Signed JV agreement for Joint Venture companies. Separate National Treasury Central Supplier Database registration and consolidated BBBEE certificate(where applicable)	
7.	Initial / sign for all alterations in the tender document	
8.	Registration with CIDB (where applicable)	
9.	Specific goal(s) which is/are verifiable by means that are stipulated in the tender document.	
10.	For tenders exceeding R10 million, if the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial for the past three years; or since their establishment if established during the past three years, should be submitted	
11.	Bidders are required to submit at least two (02) copies of the Tender Document to Metrobus: One (01) Original and one (01) copy and a soft copy of all the tender documents in a Disk or USB clearly indicating the company name and the tender number on the container/cover. More than two hard copies will be welcomed and appreciated.	

MBD 1

PART A
2. INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF METROBUS					
BID NUMBER:	FIN01-2024/2025	CLOSING DATE:	14 August 2025	Closing time:	**11:H00**
DESCRIPTION:	Provision to appoint a panel of independent service providers for the supply of various Financial Management Services and Support to Metrobus for a period of thirty-six (36) months as and when required.				
COMPULSORY BRIEFING SESSION	N/A				

BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AS FOLLOWS

Attention: Head of Supply Chain Management

DEPOSITED IN THE BID BOX SITUATED AT GROUND FLOOR (right hand side of the entrance just before the security desk), Metrobus Head office Building by the closing date and time as per Metrobus clock. All Suppliers are encouraged to make their submission before the closing time.

No 1 Raikes Road
Braamfontein
Johannesburg

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is open 24 hours a day, 7 days a week.

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS AND / OR STREET ADDRESS				
TELEPHONE NUMBER AND / OR CELLPHONE NUMBER	CODE		NUMBER	
FACSIMILE NUMBER (If applicable)	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER (If VAT registered)				
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No	B-BBEE status level / Sworn Affidavit	☐ Yes ☐ No	

A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR SPECIFIC GOALS]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES / WORK OFFERED.	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	**ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED.**	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
SIGNATURE OF BIDDER	....	**DATE**	
BIDDING PROCEDURE ENQUIRIES AND TECHNICAL INFORMATION MAY BE DIRECTED TO:			
E-MAIL ADDRESS	bids@mbus.joburg.org.za Only written enquiries will be attended to no enquiries will be responded to after the 5th of August 2025 @ 16H00		

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3.	**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

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

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

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

ALL QUERIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO THE SUPPLY CHAIN MANAGEMENT DEPARTMEN AT bids@mbus.joburg.org.za

***only written enquiries will be attended to.**

SIGNATURE OF BIDDER:	……………………………………………
CAPACITY UNDER WHICH THIS BID IS SIGNED:	……………………………………………
DATE:	…………………………………………...

3. DECLARATION OF INTEREST

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

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

3.1. Full Name of bidder or his or her representative…………………………………...

3.2. Identity Number……………………………………………………………………….

3.3. Position occupied in the Company (director, trustee, shareholder) ………………...

3.4. Company Registration Number…………………………………………………

3.5. Tax Reference Number……………………………………………………………

3.6.VAT Registration Number: ………………………………………………………

3.7. The names of all directors / trustees / shareholder's 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 spouses, child or parent of the company's director's trustees, managers, principle shareholders or stakeholders in service of the state?

YES	NO

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

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

YES	NO

3.14.1 If yes, furnish particulars…………………………………………………

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

Full Name	**Identity Number**	**State Employee Number**

Signature

Date

Capacity

Name of Bidder

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

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

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

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

………………………………………………………………

………………………………………………………………

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

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

3.2 If yes, provide particulars.

……………………………………………………………………

……………………………………………………………………

……………………………………………………………………...

…………………………………………………………………..

* Delete if not applicable

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

4.1 If yes, furnish particulars

……………………………………………………

……………………………………………………

*YES / NO

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

transferred out of the Republic?

5.1 If yes, furnish particulars

……………………………………………………..

……………………………………………………..

CERTIFICATION

I, THE UNDERSIGNED (NAME) ………………………………………………………………………

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

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

………………………………….. Signature	…………………………………….. Date
………………………................... Position	…………………………………… Name of Bidder

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

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOAL, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

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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).

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

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

(a) Price; and

(b) Specific goals.

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

	POINTS
PRICE	**80**
SPECIFIC GOALS	**20**
Total points for Price and Specific Goals must not exceed	**100**

1.3 Failure on the part of a bidder to submit proof of specific goals together with the bid will be interpreted to mean that preference points for specific goals indicated are not claimed.

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

2. DEFINITIONS

(a) **"Functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
(b) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or

any other method envisaged in legislation;

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

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

(e) **"specific goals"** means specific goals as contemplated in section 2(1) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementing of programmes of the Reconstruction and Development Programme as published in Government Gazzet no.16085 dated 23 November 1994;

(f) **"prices"** includes all applicable taxes less all unconditional discounts;

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

3. POINTS AWARDED FOR PRICE

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

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

$$\mathbf{Ps = 80 / 90 \left[\frac{Pt - Pmin}{Pmin} \right]}$$

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

No	Specific Goals	Means of verification	Number of points allocated for 80/20 system	No. of points claimed (80/20): <u>To be completed by the bidder</u>
1.	Empowerment of black persons- at least 51% black persons ownership	Central supplier database (CSD)	5	
2.	Enterprises with at least 51% by people who are women.	Central supplier database (CSD)	5	
3.	Enterprises with at least 51% of people who are youth.	Central supplier database (CSD)	5	
4.	Enterprises located within the City of Johannesburg metropolitan jurisdiction	Central supplier database (CSD)	5	

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

5.1 Name of company/firm…………………………………………………………………………….

5 . 2 VAT registration number……………………………………….……………………………………

5 . 3 Company registration number…………….……………………….…………………………….

6. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE]

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

i) The information furnished is true and correct;

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

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.2 and 4.2, the contractor may be required to furnish documentary proof the satisfaction of the purchaser that the claims are correct;

iv) If the specific goal points 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 favorable arrangements due to such cancellation;

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

(e) Forward the matter for criminal prosecution.

WITNESSES	
1. ……………………………………..	……………………………………… SIGNATURE(S) OF BIDDERS(S)
2. …………………………………….	DATE: …………………………………..
	ADDRESS …………………………………..
	…………………………………..
	…………………………………..

MBD 6.2

NOT APPLICABLE

6. DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed by the Department of Trade, Industry and Competition, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

1.1. In the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.2. Where necessary, for tenders referred to in paragraph 1.1 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and specific goals as contained in the Preferential Procurement Regulations, 2022.

1.3. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.4. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

LC = [1 - x / y] * 100

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http:/www.thedti.gov.za/industrial development/ip.jsp at no cost.

NOT APPLICABLE

7. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

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

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

Item	Question	Yes	No
4.1	**Is the bidder or any of its directors listed on the National Treasury's database 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 *audi alteram partem* 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 of law outside the Republic of South Africa) for fraud or corruption during the past five years?**	Yes ☐	No ☐

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) ____

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

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

____

Name of the bidder

____

Position

____

Signature

____

Date

MBD 9

8. CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *per 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.

[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.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

____

(Bid Number and Description)

in response to the invitation for the bid made by:

____

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:____that:

(Name of Bidder)

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

   (a) has been requested to submit a bid in response to this bid invitation;

   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

   (a) prices;

(b) geographical area where product or service will be rendered (market allocation)

(c) methods, factors or formulas used to calculate prices;

(d) the intention or decision to submit or not to submit, a bid;

(e) the submission of a bid which does not meet the specifications and conditions of the bid; or

(f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
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.

______________________________	____________________
Name of the bidder	**Position**
______________________________	____________________
Signature	**Date**

9. CONSENT AND ACKNOWLEDGMENTS IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT 2013 (POPI)

This section sets out how personal information will be collected, used and protected by Metrobus SOC hereinafter referred to as “Metrobus”, as required by the Protection of Personal Information Act. The use of the words “the individual” for the purposes of this document shall be a reference to any individual (bidder) communicating with Metrobus and/or concluding any agreement, registration or application, with the inclusion of each of those individuals referred to or included in terms of such agreement, registration or application.

9.1 What is personal information?

The personal information that Metrobus requires relate to names and surnames, birth dates, identity numbers, passport numbers, demographic information, education information, occupation information, health information, addresses, memberships, and personal and work email and contact details.

9.2 What is the purpose of the collection, use and disclosure (the processing) of personal information?

Metrobus is legally obligated to collect, use and disclose personal information for the purposes of:

9.2.1 Reporting initiatives to the City of Johannesburg Municipality;
9.2.2 reporting to National Treasury all contracts awarded;
9.2.3 obtaining information related to Tax Compliance information from SARS;
9.2.4 Verifying information on the National Treasury database of defaulters;
9.2.5 evaluating and processing applications for registration on the database;
9.2.6 compiling statistics and other reports;
9.2.7 providing personalised communications;
9.2.8 for the purpose of audits
9.2.9 complying with the law; and/or
9.2.10 or a purpose that is ancillary to the above. Personal information will not be processed for a purpose other than what is identified (the purpose) above without obtaining consent beforehand.

9.3 How will Metrobus process personal information?

Metrobus will only collect personal information for the purpose as stated above. Information will be collected in the following manner:

9.3.1 directly from the individual;
9.3.2 from service providers who provided with services or goods to Metrobus;
9.3.3 from Metrobus own records relating to previous supply of services or goods; and/or
9.3.4 from a relevant public or equivalent entity.

9.4 To whom will personal information be disclosed?

The personal information may be disclosed to other relevant public or other entities on whose behalf we act as intermediaries, other third parties referred to above in relation to the purpose or who are sources of personal information, service providers such as professional bodies who operate across the borders of this country (transborder flow of information) where personal information must be sent in order to provide the information and/or services and/or benefits requested or applied for. In the event of another party/ies acquiring all of or a portion of Metrobus’ mandate or functions, personal information will be disclosed to that party but they will equally be obliged as we are, to protect personal information in terms of this policy and the law.

9.5 Consent and Permission to process personal information:

I hereby agree with the policy and provide authorisation to Metrobus to process the personal information provided for the purpose stated:

9.5.1 I understand that withholding of or failure to disclose personal information will result in Metrobus being unable to perform its functions and/or any services or benefits I may require from Metrobus.

9.5.2 Where I shared personal information of individuals other than myself with Metrobus I hereby provide consent on their behalf to the collection, use and disclosure of their personal information in terms of this personal information policy and I warrant that I am authorised to give this consent on their behalf.

9.5.3 To this end, I indemnify and hold Metrobus not responsible in respect of any claims by any other person on whose behalf I have consented, against Metrobus should they claim that I was not so authorised.

9.5.4 I understand that in terms of POPIA and other laws of the country, there are instances where my express consent is not necessary in order to permit the processing of personal information, which may be related to police investigations, litigation or when personal information is publicly available.

9.5.5 I will not hold Metrobus responsible for any improper or unauthorised use of personal information that is beyond its reasonable control.

9.6 Rights regarding the processing of personal information:

- The individual may withdraw consent to the processing of personal information at any time, and should they wish to do so, must provide Metrobus with reasonable notice to this effect. Please note that withdrawal of consent is still subject to the terms and conditions of any contract that is in place. Should the withdrawal of consent result in the interference of legal obligations, then such withdrawal will only be effective if Metrobus agrees to same in writing. Metrobus specifically draws to the attention that the withdrawal of consent may result in it being unable to provide the requested information and/or services and/or financial or other benefits.
- In order to **withdraw consent**, please contact the Metrobus Information Officer/SCM
- A copy of the full Metrobus policy is available
- Individuals are encouraged to ensure that where personal information has changed in any respect to notify Metrobus so that our records may be updated. Metrobus will largely rely on the individual to ensure that personal information is correct and accurate.
- The individual has the right to access their personal information that Metrobus may have in its possession and are entitled to request the identity of which third parties have received and/or processed personal information for the purpose. Please note however, that any request in this regard may be declined if:

  - the information comes under legal privilege in the course of litigation,
  - the disclosure of personal information in the form that it is processed may result in the disclosure of confidential or proprietary information,
  - giving access may cause a third party to refuse to provide similar information to Metrobus,
  - the information was collected in furtherance of an investigation or legal dispute, instituted or being contemplated,
  - the information as it is disclosed may result in the disclosure of another person’s information,
  - the information contains an opinion about another person and that person has not consented, and/or
  - the disclosure is prohibited by law.

9.7 Queries relating to breach of personal information:bids@mbus.joburg.org.za

9.8 Please submit queries relating to the breach of personal information to the Metrobus' information officer and SCM writing as soon as the breach is discovered.

Signature:	Date**:**
Name and Surname	Designation/ Capacity

10. AUTHORITY FOR SIGNATORY

Signatories for close corporations and companies shall confirm their authority by singing or attaching to the form a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

"By resolution of the board of directors passed on (**date**): ___________________________________

Mr. / Ms.(**initial and surname**): _______________________________________ has been duly authorized to sign all documents in connection with the Tender for Contract, (description of the tender): ____

Tender No: ___________________________ and any Contract, which may arise there from on behalf

of (**Company name**): ____

Signed on behalf of the Company: ____

Date: ____

Signature of authorized signatory: ____

I/we, the undersigned, who warrants that he/she is duly authorized to do so on behalf of the firm certify that points claimed, based on the equity ownership, indicated in paragraph 8 of the foregoing certificate, qualifies the firm for the preference(s) shown and I / we acknowledge that:

(i) The information furnished is true and correct.

(ii) The Equity ownership claimed is in accordance with the General Conditions as indicated in paragraph 1 of this form.

- In the event of a contract being awarded as a result of points claimed as shown in paragraph 8, the contractor may be required to furnish documentary proof to the
  Satisfaction of the purchaser that the claims are correct.

(iii) If the claims are found to be incorrect, the purchaser may, in addition to any
Other remedy it may have -

a) recover costs, losses or damages it has incurred or suffered as a result of points claimed that person's conduct; and
b) cancel the contract and claim any damages which it has suffered as a result of having to make less favorable arrangements due to such cancellation

Signature of the bidder: ------------------------------- **Date: --** **Place:** **_______________________________**	**Witnesses Signatures:** **1. ___________________________** **2. ___________________________**

11. GENERAL CONDITIONS OF CONTRACT

1. LEGISLATIVE FRAMEWORK

1.1 Principal Framework

The information contained under this heading summarizes certain of the principal statutory provisions applicable to the transaction concluded between the Parties. It is included for information purposes only and should not be regarded as legal advice, it being incumbent upon the Contractor to familiarize itself with the legislative framework. These provisions apply at law and the Parties are not competent to exclude the operation thereof by mutual agreement. As such, no agreement, transaction or series of transactions concluded outside of or in contravention of the legislative framework and the procedures provided for therein shall be binding on the Parties notwithstanding the capacity or office held or undertakings given, in writing or otherwise, by the persons contracting on behalf of either Party.

1.2 Municipal Entity

Metrobus is a municipal entity contemplated in section 1, read with sections 86B(1)(a)(i) and 86D(1)(a), of the Municipal Systems Act (32 of 2000), ("MSA"). It was established as such by the Greater Johannesburg Metropolitan Council (predecessor to the City of Johannesburg Metropolitan Municipality or "COJ") who procured, by virtue of the provisions of section 17D of the Promotion of Local Government Affairs Act (91 of 1983) the formation, registration and incorporation of its fresh produce market as the Metrobus (SOC) Limited in terms of the Companies Act, with the COJ as its sole shareholder. Upon the foregoing and as required by the MSA, Metrobus entered into a Service Delivery Agreement with the COJ in terms of which Metrobus was appointed as an external mechanism for the delivery of a municipal service with the mandate to manage and operate the business of the fresh produce market and its assets.

1.3 Organ of State

As a municipal entity Metrobus is an "organ of state" as defined in section 239 of the Constitution of South Africa (108 of 1996) read with section 1 of the Institution of Legal Proceedings Against Organs of State Act (40 of 2002).

1.4 Municipal Finance Management Act

Contracting with Metrobus is subject, amongst others, to the Municipal Finance Management Act (56 of 2003) ("MFMA"), the MFMA Supply Chain Management Regulations (GN 868 in GG 27636 of 30 May 2005) ("SCM Regulations") and, specifically, Metrobus's Supply Chain Management Policy made in terms of section 111 of the MFMA and regulation 2 of the SCM Regulations (collectively referred to as the "SCM Regulatory Framework"). In terms of the irregular expenditure provisions of the SCM Regulatory Framework, Metrobus is prohibited from making any payment in relation to goods or services unlawfully or irregularly procured and/or rendered, notwithstanding that value might have been received.

1.5 Consumer Protection

The Consumer Protection Act (68 of 2008) does not, in terms of section 5(2)(a), apply to any transaction in terms of which goods or services are supplied to the State. However, section 5(5) stipulates that notwithstanding the foregoing exemption, those goods, and the importer or producer, distributor and retailer of those goods are nevertheless subject to, amongst others, the provisions of section 61. Section 61 sets out the liability of the producer and/or supplier for any harm caused wholly or partly as a consequence of a product failure, defect or hazard in any goods, irrespective of whether the harm resulted from any negligence on the part of the producer, importer, distributor or retailer, as the case may be. In terms of subsections 61(5)(c) and (d), harm for which the Contractor may be held liable includes any loss of, or physical damage to, any property of Metrobus irrespective of whether it is movable or immovable including economic loss occasioned by such harm.

1.6 Competitive Behaviour

In terms of section 4(1)(b)(iii) of the Competition Act (89 of 1998) 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 bidders was involved in collusive bidding (or bid rigging). If bidders, based on reasonable grounds or evidence obtained by Metrobus, have engaged such restrictive practices, Metrobus may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties. If a bidders are found guilty by the Competition Commission Metrobus may, in addition and without prejudice to any other remedy provided for in this Agreement or at law, invalidate the bid and/or terminate this Agreement in whole or part, and/or restrict the bidders from conducting business with the public sector for a period not exceeding ten (10) years.

1.7 Tender Defaulters

Where Metrobus terminates this Agreement in whole or in part, it may decide to impose a restriction penalty on the Contractor by prohibiting the Contractor from doing business with the public sector for a period not exceeding 10 years. If Metrobus intends imposing a restriction on a Contractor or any person associated with the Contractor, the Contractor will be allowed a period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the Contractor fail to respond within the stipulated fourteen (14) days, Metrobus might regard the intended penalty as not objected against and may impose it. Any restriction imposed on any person by the Accounting Officer of Metrobus will, at the discretion of the Accounting Officer, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises, exercised or may exercise control over the enterprise of the first-mentioned person.

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

- the name and address of the Contractor and/or person restricted by Metrobus;
- the date of commencement of the restriction;
- the period of restriction; and
- the reasons for the restriction.

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

Corrupt Activities

1.10 If a court of law convicts a person of an offence under sections 12 or 13 of the Prevention and

Combating of Corrupt Activities Act (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.

INTERPRETATION AND DEFINITIONS

1. Interpretation

This Agreement shall be governed and interpreted in accordance with the laws of the RSA; and

1.1 headings shall be read for the purpose of reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this Agreement.

1.2 words importing any gender include the others; the singular include the plural and vice versa and natural persons include created entities, other legal *personae* (corporate or un-incorporate) and the state and vice versa.

1.3 all provisions of this Agreement are severable from each other and any provision which is or may become unenforceable shall be ineffective to the extent of such unenforceability and shall be treated as if not written and severed without invalidating the remaining provisions of this Agreement (or affecting the validity or enforceability of such provision in any other jurisdiction); the Parties who declare their intention that this Agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof and that this Agreement should be implemented or continue to be implemented, having regard to each Party's rationale and purpose in entering into this Agreement.

1.4 when any number of days is prescribed, these shall business days (unless days are described as calendar days in which event Saturdays, Sundays and public holiday's shall be included) reckoned exclusively of the first and inclusively of the last day.

1.5 any reference to any statute, regulation or other legislation shall be a reference to that statute, regulation or other legislation as at the Signature Date, and as amended or substituted from time to time thereafter.

1.6 the words "include", "including" and "in particular" shall be construed as being by way of example or emphasis and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words.

1.7 The rule of construction that a contract shall be interpreted against the Party principally responsible for the drafting or preparation of the contract, shall not apply.

1.8 Any annexures, schedules, and/or documents ("appendices") referred to in this Agreement shall be deemed to be incorporated in and form an integral part hereof; in the event of a conflict between any appendices and this Agreement, the provisions of this Agreement shall prevail.

1.9 the termination of this Agreement shall not affect those of the provisions which provide that they shall operate after termination or which of necessity must continue to have effect thereafter notwithstanding that specific clauses do not expressly provide for such continuation.

1.10 any substantive provision imposing rights or obligations on a Party, notwithstanding that it is only in a definition clause, shall have effect as if it were a substantive provision in the body of this Agreement.

1.11 Information supplied in the bidding documents shall be construed as material representations made by the Contractor, which induced Metrobus to enter into this agreement.

2. Definitions

Unless clearly inconsistent with or otherwise indicated by the context, the following expressions shall bear the meanings assigned to them and cognate expressions shall bear corresponding meanings in this Agreement:

2.1 "Agreement" means this Agreement entered into between Metrobus and the Contractor including the appendices and all documents included therein by reference.

2.2 "Annexure A" means the Contractor's tender to supply the Product or render the Services or works to Metrobus in terms of the scope of work and on the terms and conditions, pricing and payment terms set out therein.

2.3 "Annexure B" means a copy of Metrobus Supply Chain Management Policy in terms of which this Agreement and the bid was specified, evaluated, adjudicated and awarded.

2.4 "Annexure C" means, if applicable to the subject matter of this Agreement and the Contractor's obligations in terms thereof, the Contractor's Personnel Schedule.

2.5 "Annexure D" means, if applicable to services rendered at Metrobus's premises by the Contractor, the Occupational Health and Safety Act Agreement entered into between the Parties in terms of section 37(2) of that Act.

2.6 "Annexure E" means, if applicable in terms of the scope of work, the Contractor's Project Plan delivered to Metrobus within the time specified therefore.

2.7 "Annexure F" means, if applicable to the Product or the subject matter of this Agreement and read conjunctively with the Contractor's obligations in terms of the Consumer Protection Act, the express warranties provided by the Contractor in relation to the Product.

2.8 "Annexure G" means a copy of the regulation 36 deviation approved by the Accounting Officer (Chief Executive Officer) of Metrobus in the event that in the procurement of this Agreement the official procurement processes was dispensed with based on an exceptional circumstance allowed by the SCM Regulatory Framework.

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

2.10 "Commencement Date" means, notwithstanding the Signature Date, the date specified in the Contract Schedule.

2.11 "Confidential Information" means including this Agreement, Metrobus's trade secrets, processes, techniques, methods, designs, products and organisational and other structures employed in its business, the contractual and financial arrangements with its suppliers, customers, employees, clients and other business associates, its financial details including its results, details of the prospective and existing clients, customers and employees, its business strategies, general modus operandi, client information including its customer lists and customer contact details, price lists, employee remuneration and salary packages, medical and/or patient information, computer programs and information systems, policies and procedures, diagnostic tools, data, diagrams, reports including incidents, incident reports, electronic and other visual and audio recordings, related statistics, specifications, charts, studies and Intellectual Property, know-how, trade and any other similar information all of which is, by its nature, confidential and/or proprietary to Metrobus and its business.

2.12 "Contractor" means the incorporated entity, consortium, and partnership or individual who is the service provider, supplier or seller in terms of this Agreement, identified as such in the Contract Schedule; howsoever the Contractor may be legally constituted or formed.

2.13 "Contract Period" means the period set out in the Contract Schedule.

2.14 "Contract Price" means the price payable to the Contractor under this Agreement for the full and proper performance of its contractual obligations specified in the Contract Schedule.

2.15 "Corrupt Practice" means the offering, giving, receiving, or soliciting of a thing of value to influence the action of a public official in the procurement process or in the execution of this Agreement.

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

2.16 "Country of Origin" means the place where the Product was mined, grown or produced or from which the services are supplied.

2.17 "CPI" means the headline consumer price index (for all urban areas) annual inflation rate, or such amended or replacement index, as published monthly by Statistics South Africa in Statistical Release P0141, available from <http://www.statssa.gov.za>.

2.18 "Default Interest" means interest chargeable in terms of this Agreement to unpaid amounts or outstanding obligations which interest shall be calculated, from the due date until date of payment, on a daily balance and compounded monthly in arrear at an annual rate of two percent (2%) above the prevailing, variable prime rate publicly quoted by ABSA Bank Limited from time to time.

2.19 "Delivery" means delivery of the Product (and a reference to the rendering any service or executing any works) inclusive of necessary clearing, documentation, carriage (through whatsoever mode), insurance, licensing, unloading, installation and commissioning in operational working order at the store, site or premises of Metrobus (which shall, unless the contrary is agreed in writing, be performed, conducted and/or delivered in accordance with Metrobus' s usual policies and procedures), the Contractor bearing all the risks and charges in the Product until completion of delivery is confirmed in writing by Metrobus.

2.20 "Delivery Period" means that period agreed in writing between the Parties in relation to Delivery of the Product or parts thereof by the Contractor, any delay in which shall be deemed a breach of this Agreement and entitle Metrobus to exercise its remedies in terms of this Agreement or at law.

2.21 "Dumping" means a private enterprise resident outside of the RSA 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.

2.22 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of this Agreement to the detriment of any bidder or Metrobus, 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.

2.23 "Intellectual Property" means collectively, patents, copyright, trademarks, logos, style names, slogans, designs, models, methodologies, inventions, software object code or programme interface and/or structure, and any other type of intellectual property (whether registered or unregistered including applications for and rights to obtain, use or for their protection) which are used or held, whether or not currently, in connection with Metrobus' s business and includes the Confidential Information and, "know-how" being ideas, designs, documents, diagrams, information, devices, technical data, scientific data, secret and other processes and methods used in connection with Metrobus' s business, and, all available information regarding marketing and promotion of the goods and services of Metrobus, and, all and any modifications or improvements to any of them.

2.24 "Metrobus" means Metrobus (SOC) Limited (trading as Metrobus), a corporatized municipal entity incorporated in terms of the laws of the RSA under registration number 2000/023383/07 and with VAT registration number 4840195038, with its domicilium citandi et executandi situated at The Office of the CEO, 3rd Floor, Main Building, Metrobus, No 1 Raikes Road Braamfomtein , Johannesburg.

2.25 “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 Contractor or its 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 RSA place of entry as well as transportation and handling charges to the factory in the RSA where the Product covered by the bid will be manufactured.

2.26 “Local Content” means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.

2.27 “Order” means an official written order or requisition issued for the supply of the Product.

2.28 “Parties” mean the Contractor and Metrobus and “Party” shall mean that one of them be indicated by the context.

2.29 “Product” means, depending on the subject matter of this Agreement, either or both of:

- “Goods” e.g. plant, equipment, machinery, manufactured items and/or other materials or combined works that the Contractor is required to supply to Metrobus including (where usually, logically or of right or common practice) ancillary services such as installation, commissioning, provision of technical assistance, after sales support, warranty services etc. and/or
- “Services” e.g. those functional, consulting and/or professional services or combined works the Contractor as service provider is required to render to Metrobus including (where usually, logically or of right or common practice) ancillary goods such as spare parts, packing, documents, manuals, reports etc.).

2.30 “RSA” means the Republic of South Africa as defined in section 1 of the Constitution of the Republic of South Africa (108 of 1996).

2.31 “Signature Date” means the date of the on which this Agreement, or any other document in relation thereto, is signed by the Party signing it last in time on the last date in time.

2.32 “VAT” means Value-Added Tax defined and levied in terms of the Value-Added Tax Act (89 of 1991) and unless stated to the contrary, all amounts quoted in this Agreement are quoted exclusive of VAT.

TERMS AND CONDITIONS OF SUPPLY AND/OR SERVICE

1. Relationship between the Parties

1.1 The Contractor shall fulfill its obligations in terms of this Agreement as an independent contractor to Metrobus and not as an employee, labour broker, agent, partner (whether in consortium or joint venture) of Metrobus; and, neither it nor any of its employees shall hold itself/themselves out as being the same.

1.2 In addition, save as set out herein, neither Party shall be entitled to bind the other Party to any representation, obligation or promise of any nature whatsoever, pledge the credit of the other or incur any liability on behalf of the other Party or purport to do so.

2. Good Faith and Commitment to Ethical Conduct

2.1 The Parties commit to ethical business conduct and undertake to exercise and display the utmost good faith to one another in giving effect to the terms of this Agreement.

2.2 Without limiting the generality of the foregoing the Parties undertake not to accept, offer, induce, permit or promote the acceptance or offering of any gratuity, enticement, incentive or gift that could reasonably be regarded as a bribe or an attempt to otherwise exert undue influence over the recipient.

2.3 The Parties will use their best endeavours to prevent their officers, employees, agents and contractors from doing any of the foregoing; or, to otherwise act in a manner which a reasonable and informed person would regard as unethical or do anything which could reasonably be expected to damage or diminish the reputation or business image of the other.

3. Commencement, Duration and Renewal

3.1 This Agreement shall commence on the Commencement Date and endure for the Contract Period, delimited in terms of time and/or the expenditure of a particular amount, as set out in the Contract Schedule.

3.2 In the event that the Contractor's obligations are to be performed in terms of a project plan or in phased or other manner, the same shall be set out in a separate annexure.

3.3 Unless provision is made for renewal in the Contract Schedule, this Agreement shall terminate on the expiry of the Contract Period unless terminated earlier in terms of this Agreement or at law. Any renewal shall be conditional upon the subject matter of this Agreement being susceptible for renewal and, the proper performance by the Contractor of its obligations during the initial Contract Period.

3.4 However, notwithstanding anything to the contrary contained in this Agreement or any terms contained in any document produced whether in relation to this Agreement of otherwise by Metrobus or the Contractor, any renewal of this Agreement shall at all times:

- remain within the discretion and at the option of Metrobus,
- be express and in writing, and
- executed no sooner than three (3) months before and no later than the termination date.

4. Product Scope / Scope of Work

The relevant part of Annexure A shall apply in relation to the description, quality and quantity of the Product (goods, services, works or any combination thereof) to be delivered to Metrobus in terms of this Agreement.

4.1 The Product shall conform to the standards, specifications and/or scope of work set out in the bidding documents and, where applicable, be packed in a manner designed to prevent damage or deterioration during transit to its final destination / Metrobus, which packing, marking, case size, weights and documentation both inside and outside the packaging shall:

- be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage.
- take into consideration, where appropriate, the location of the Product's final destination and the absence of heavy handling facilities at all points in transit.
- comply strictly with such special requirements expressly provided for in the bidding documents and in any subsequent instructions ordered by Metrobus.

Incidental Product / Services

4.2 The bid documents may require that the Contractor provide any or all of the following incidental Product (services, goods or works including materials, notifications, and information pertaining to spare parts manufactured or distributed by the Contractor or its principal):

- Performance or supervision of on-site assembly and/or commissioning of the Product.
- Furnishing of tools required for assembly and/or maintenance of the Product.

- Furnishing of a detailed operations and maintenance manual for each appropriate unit of the Product.
- Performance or supervision or maintenance and/or repair of the Product, for a period agreed by the Parties, provided that this shall not relieve the Contractor of any warranty obligations under this Agreement.
- Training of Metrobus's personnel, at the Contractor's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the Product.
- such spare parts as Metrobus may elect to purchase from the Contractor, provided that this election shall not relieve the Contractor of any warranty obligations under this Agreement and advance notification to the discontinuation of any particular model of Product, spare parts etc. in sufficient time to permit Metrobus to procure needed requirements.

4.3 Prices charged by the Contractor for incidental Product and/or services, if not included in the Contract Price, 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.

5. Product Guarantee

5.1 The Contractor warrants that the Product shall be fit for the intended purpose of use and free of defect, arising from design, materials, or workmanship (except when the design and/or material is required by Metrobus's specifications) or from any act or omission of the Contractor and that it is new, unused, of the most recent or current model, and incorporates all recent improvements in design and materials unless provided otherwise in the bid documents.

5.2 Unless a more favourable Product warranty is offered by the Contractor or warranty terms are expressly agreed between the Parties (refer annexures and Contract Schedule), this warranty shall remain valid for twelve (12) months after the Product have been delivered to Metrobus 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.

5.3 Metrobus shall notify the Contractor in writing of any claims arising under this warranty. Upon receipt of such notice, the Contractor shall, within the reasonable period specified therein and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to Metrobus. If the Contractor, having been notified, fails to remedy the defect(s) within the period specified in the notice, Metrobus may proceed to take such remedial action as may be necessary at the Contractor's risk and expense and without prejudice to any other rights, which Metrobus may have against the Contractor.

6. Contractor Personnel

The Contractor shall employ and provide all qualified and experienced personnel required to perform the Services and shall take all measures necessary and shall provide all materials and equipment necessary to enable personnel to perform their duties in an efficient, workmanlike and professional manner.

Personnel Schedule

6.1 If required in terms of this Agreement, the Contractor shall provide key persons or named personnel listed (including titles, job descriptions, qualifications and estimated periods of engagement) in a Personnel Schedule who will perform specific duties for periods of time indicated therein in the delivery of the Product; and shall forward same to Metrobus for approval within ten (10) days of the Signature Date or the Commencement Date (whichever is the earlier).

6.2 If at any time, a key person cannot be made available, the Contractor may engage a replacement who is equally or better qualified to perform the stated duty. Where the fees for the Product are time-based, the fee payable for a person provided as a replacement to a named key person shall not exceed that which would have been payable to the person replaced and the Contractor shall bear all additional costs arising out of or incidental to replacement of personnel.

6.3 Where the Contractor proposes to utilise a person not listed in the Personnel Schedule, it shall submit the name, relevant qualifications and experience of the proposed replacement person to Metrobus for approval. Should Metrobus not object in writing within ten (10) days of receipt of such notification, the replacement shall be deemed to have been approved by Metrobus.

7. Payment and Pricing

The Contract Price shall be fixed and not vary from the Contractor's tendered prices with the exception of variations allowed in the tender document.

7.1 The method and conditions of payment (in South African Rand) to be made to the Contractor under this Agreement shall be specified in relevant part of Annexure A. Unless specified to the contrary in Annexure A, payment shall be made thirty (30) days from the end of the month in which the relevant invoice is received.

7.2 Notwithstanding the foregoing, payment shall at all times remain subject to such deductions / penalties as may be allowed in terms of this Agreement and the Contractor upon fulfilment of its obligations furnishing Metrobus with an valid tax invoice accompanied by a copy of the delivery note, completion certificate or such other document as may be prescribed or customary given the subject matter of the Product delivered.

Increases

7.3 The Contractor shall not be entitled to increase its rates or prices to Metrobus; however, in the event of an annual of multi-year agreement, the Contractor shall be entitled, on the anniversary of the Commencement Date, to increase its rate and/or prices to Metrobus by an amount not exceeding CPI.

Taxes and Duties

7.4 The Contractor shall be entirely liable for all taxes, stamp duties, license fees, and other such levies imposed in relation to the Product / this Agreement, whether levied in the RSA or abroad, until the Product is delivered to Metrobus.

Withholding and Set-Off

7.5 The Contractor shall not be entitled because of any (improvement) lien, set-off, counter-claim, abatement or other similar deduction to withhold delivery or hand-over of any of the Product under any circumstances including when same is disputed.

Performance Security

If specified in the bid documents, Metrobus may within thirty (30) days of the Signature Date, require the Contractor to furnish Metrobus with performance security in the amount specified in the bid documents (refer Contract Schedule), the furnishing of which shall be a resolutive condition to the continued operation of this Agreement.

7.6 The performance security shall be denominated in South African Rand and shall be a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the RSA.

7.7 The bank guarantee shall be payable to Metrobus on demand, in whole or in part, as either contractual penalties or, as compensation for any loss resulting from the Contractor's failure to comply with its obligations under this Agreement.

7.8 The performance security will be discharged by Metrobus and returned to the Contractor not later than thirty (30) days following the date of completion of the Contractor's obligations under this Agreement, including any warranty obligations, unless otherwise specified.

8. Performance Review and Contractual Penalties

The Contractor's performance of its obligations in terms of this Agreement may be monitored and evaluated by Metrobus in terms of its performance measurement criteria and contract management systems from time to time against the requirements of this Agreement. In the event that the Contractor's performance is at any time, in Metrobus's reasonable opinion:

8.1 not carried out in accordance with this Agreement and/or any instruction to rectify any performance shortcoming, whether or not the obligation arose as a result of a breach of this Agreement or a performance evaluation, or

8.2 of a quality not in conformance with the specifications that places the objectives of this Agreement or Metrobus' s public service delivery mandate at undue risk, or

8.3 represents a performance shortcoming or delay or a series or trend of such shortcomings or delays which is likely to continue or recur,

Metrobus shall at its discretion and with reservation of Metrobus's rights in terms of this Agreement and its remedies at law to:

8.4 suspend the Contractor and at the Contractor's cost take or cause corrective action and/or take over the rendering of the services / supply of the goods in whole or in part (itself or through another party) to the extent and for the time deemed necessary to remedy or rectify the performance shortcomings or delays, or

without prejudice to claim damages in lieu of the following and/or Metrobus's right to terminate this Agreement, to deduct from any payments due and payable to the Contractor:

8.5 a contractual penalty, calculated on the delivered price or Contract Price of the delayed goods or underperformed services, per instance, in an amount equal to the Default Interest pro-rated per day of delay or as a percentage of underperformance, and/or

8.6 Calculated as the reasonable cost of repair or replacement, any damage to Metrobus's property, plant, equipment and/or infrastructure attributable to the willful or negligent actions and/or omissions of the Contractor.

9. Inspections, Tests and Analyses

9.1 All pre-bidding testing will be for the account of the bidder / Contractor. If it is a bid condition that Product to be produced or rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or Contractor shall be open, at all reasonable hours, for inspection by a representative or nominee of Metrobus.

9.2 If there are no inspection requirements indicated in the bidding documents but during the Contract Period Metrobus in its discretion decide that inspections shall be carried out, the Contractor shall make the necessary arrangements, including payment arrangements with the testing and/or certification authority concerned. If the results of the foregoing inspections, tests and/or analyses reflects that the Product is:

- in good order and/or complies with the bid requirements, the cost of the inspections, tests and analyses shall be defrayed by Metrobus, or
- defective and/or does not comply with the bid requirements, tests and analyses shall be defrayed by the Contractor.

9.3 Metrobus shall, irrespective of whether defective and/or non-compliant Product was previously accepted by it, be entitled to reject the same based on the inspections, tests and/or analyses result.

9.4 Any Product may on or after (subject to the Product guarantee) Delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of this Agreement. Such rejected Product shall be held at the cost and risk of the Contractor who shall, when called upon, remove them immediately at its own cost and forthwith substitute them with Product which do comply with the requirements of this Agreement. Failing such removal, the rejected Product shall be returned at the Contractor's cost and risk. Should the Contractor fail to provide the substitute supplies forthwith, Metrobus may, without giving the Contractor further opportunity to substitute the rejected Product, purchase such Product as may be necessary at the expense of the Contractor.

9.5 Metrobus' s right (whether personally or through a third party) to test, inspect, analyses or certify the Product and the remedies set out above, shall be without prejudice to Metrobus' s right to terminate this Agreement for breach, impose contractual penalties or to claim damages in lieu of the penalty.

10. Limited Exclusivity

The appointment of the Contractor by Metrobus is on an exclusive basis and Metrobus shall for the duration of this Agreement obtain all of the Product listed in the scope of work from the Contractor, subject thereto that:

10.1 The Contractor is not in default of its obligations in terms of this Agreement, failing which the exclusivity afforded to the Contractor shall end and Metrobus shall be free to conclude contractual arrangements with third parties.

10.2 no provision in this Agreement shall prohibit the procurement of similar Product from a national department, provincial department, or a local authority; or, outside of this Agreement in small quantities or to have minor essential Product executed if an emergency arises which in Metrobus sole discretion cannot timeously be delivered / rendered by the Contractor.

11. Intellectual and Property Rights

11.1 In respect of the Product any of the same that are either transferred or rendered to Metrobus under this Agreement, including without limitation the items listed in the scope of work (if any) or any part of them, the Contractor warrants, to the best of its knowledge, that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to Metrobus it will have full and unrestricted rights to sell and transfer the Product. For the avoidance of doubt, it is recorded that any Intellectual Property Rights created prior to the Commencement Date or the Signature Date (whichever is the earlier), shall vest exclusively with the Party who created same and this Agreement does not transfer to the receiving Party title to any Intellectual Property Rights so vested.

11.2 The Contractor hereby indemnifies Metrobus against losses arising directly out of any claim brought by a third party that operation, possession or use of the Product in accordance with the terms of this Agreement infringes an RSA patent or copyright or is subject to claims of misappropriation of trade secrets protected by RSA law. Where any Product become the subject of any such claims, the Contractor may, in consultation with Metrobus, choose to either at the Contractor 's cost to:

- obtain the right of use of the Product if commercially practicable, or
- replace or modify the Product to avoid the claim of infringement, or
- require that Metrobus cease use of the item of Product and return it to the Contractor / supplier, in which case the Contractor shall refund Metrobus the consideration paid by Metrobus for that item of Product and any additional costs incurred by Metrobus in relation to such return including the costs of obtaining reasonably similar replacement Product.

11.3 This indemnity shall not apply if such claim is made by a parent, subsidiary or affiliate of Metrobus or Metrobus's holding company, or results from any modification, alteration, repair or addition made by Metrobus to the Product to the extent that if it were removed, the infringement or violation would cease, or arises out of the use by Metrobus of the Product in combination with any other product, service or materials.

12. Confidentiality, Non-Disclosure and Use of Contract Documents

12.1 All of Metrobus's Confidential Information, Intellectual Property and know-how received by or exchanged with the Contractor, shall be kept confidential and not disclosed by the Contractor to any person other than a person employed by the Contractor in the performance of this Agreement. Disclosure to employed persons shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance and the Contractor shall take all reasonable steps to minimize the risk of disclosure.

12.2 Notwithstanding the foregoing, the Contractor may disclose Confidential Information to its own professional advisers and, if required to do so by law or any applicable regulatory requirement or requested to do so by any regulatory body to whose jurisdiction the Contractor is subject or with whose instruction it is customary to comply.

12.3 All documents produced in the course of this Agreement or in relation thereto, shall remain or become, as the case may be, the property of Metrobus and Metrobus shall be entitled to require the return (all copies) to Metrobus on completion of the Contractor's performance

12.4 The Contractor's confidentiality and non-disclosure obligations shall endure indefinitely beyond the termination of this Agreement until such Confidential Information enters the public domain.

13. Restraint

13.1 The Contractor undertakes in favor of Metrobus that it shall not during the currency of this Agreement nor for a period of one year after its termination (for whatsoever reason) in any manner entice away, offer employment to or employ whether directly or indirectly, alone or jointly any of Metrobus' s employees in any capacity including that of advisor, agent, consultant, director, employee, financier, manager, member of a close corporation, member of a voluntary association, partner, proprietor, or trustee unless the express, prior written consent of Metrobus is obtained thereto.

14. Cession and Assignment

14.1 The Contractor shall not without Metrobus' s prior written consent being obtained, which consent shall not unreasonably be withheld, be entitled to cede, assign, transfer, and make over or otherwise part with or encumber its rights and/or obligations under this Agreement. When requesting such consent, or at any time thereafter, the Contractor shall notify Metrobus in writing of all subcontracts awarded under this Agreement. Such notification shall not relieve the Contractor from its liability or obligation under this Agreement.

15. National Industrial Participation (NIP) Programme

15.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

16. Indemnity and Insurance

16.1 The Contractor hereby indemnifies Metrobus and agrees to keep it indemnified and hold it harmless against any loss or claim, including claims for damage to equipment or property or, personal injury resultant disability or, loss of profit, income or opportunity, howsoever caused and whether general or special, direct or consequential (collectively "any loss"), either on or about the premises of Metrobus, including by or in relation to third parties arising out of this Agreement or the Product delivered, rendered or manufactured pursuant thereto.

16.2 The Contractor shall maintain a paid up policy of public liability insurance suited to the risks inherent to its business and the possible exposures it may encounter in the execution of this Agreement. The Contractor shall be obliged to notify Metrobus of any claims made against the said policy.

17. Impossibility of Performance

17.1 No Party shall be responsible to the other for its failure to perform or any delay in performing any obligation under this Agreement in the event and to the extent that such failure or delay is caused by impossibility of performance ("Force Majeure"). For the purposes of this Agreement, Force Majeure shall mean any circumstance which is beyond the reasonable control of the Party giving notice of Force Majeure ("the affected Party"), which may include but will not be limited to war (whether declared or not), revolution, invasion, insurrection, riot, civil commotion, mob violence, sabotage, blockage, embargo, Boycott, the exercise of military of usurped power, fire, explosion, theft, storm ,flood, drought, wind, lightening or other adverse weather condition, epidemic, quarantine, accident, acts or restraints of government imposition, or restriction of or embargoes in imports or exports.

17.2 Notwithstanding the foregoing, the following shall in no circumstances be treated as an event of Force Majeure:

- A labour dispute, strike or lockout that could have been averted had the Contractor reasonably acceded to the demands made of it.
- Economic distress and/or inability to meet a payment because of a lack of funds or exchange rate fluctuation.
- Breakdown or damage to Contractor equipment and/or other machinery.

17.3 The affected Party shall give notice to the Party not so affected ("the other Party") immediately upon the occurrence of an event of Force Majeure. If the event that the Force Majeure is of such a nature that it will:

- Result in impossibility of performance of an obligation going to the root of the agreement, the other Party shall be entitled on receipt of notice of the Force Majeure event to terminate this Agreement upon notice to the Affected Party but shall not be entitled to recover any damages, which it may suffer as a result of premature termination.

- not result in impossibility of performance of the obligation in question but will delay its performance, the affected Party shall be entitled to such extension of time in which to perform that obligation as may be reasonable in the circumstances, taking into account the interests of both Parties, provided that if any Force Majeure event persists for a period in excess of three Months the other Party shall be entitled to terminate this Agreement forthwith but shall not be entitled to recover any damages which it may suffer as a result of such premature termination.

18. Breach and Early Termination

18.1 Should a Party breach any of its obligations in terms of this Agreement and fail to remedy such breach within ten (10) days from receipt of a written notification calling upon such Party to do so, the aggrieved Party shall, without prejudice to any other right or remedies which it may have, be entitled to cancel this Agreement without further notice being required.

18.2 Notwithstanding the foregoing and in addition to any other recourse Metrobus may have, Metrobus shall be entitled (without prior notice to remedy any particular breach having been given or being required) to cancel this Agreement forthwith on written notice should any of the following events occur:

- The Contractor and/or its officials, employees and/or representatives commit any crime of which dishonesty is an element against Metrobus or maliciously destroys the property of Metrobus or take any violent, abusive, coercive or threatening action against any person whilst on the Property or in relation to customers, Contractors or suppliers of Metrobus or collude in such conduct.

- The Contractor repudiates this Agreement by acting, or omitting to act, in a manner that reasonably demonstrates to Metrobus the Contractor's intention not to be bound by this Agreement.

18.3 Any composition, compromise or arrangement with the creditors of the Contractor and/or procedure taken in relation to the suspension of payments, moratorium of any indebtedness, winding-up, dissolution, administration or re-organization by way of arrangement or otherwise of the Contractor including the appointment of a liquidator, administrator, judicial manager other than where such action is dismissed, withdrawn or discharged within ten (10) days of being brought or, if demonstrated to the satisfaction of Metrobus, within that ten-day period, that such action is frivolous or vexatious and is being contested by the Contractor.

18.4 The Contractor suspends or ceases to carry on, or threatens to suspend or cease to carry on, all or a material part of its business activities or, whether or not it has acted as aforesaid, abandons any works at Metrobus' s premises or the particular site of work.

19. Dispute Resolution

19.1 Save in respect of those provisions of this Agreement which provide for their own remedies or disputes which would be incompatible with arbitration, any dispute which arises and cannot be resolved by the operational personnel of the Parties shall be resolved through a process of alternative dispute resolution in accordance with the procedure set out below:

20. Mediation

20.1 In the event that the operational personnel of the Parties, acting within the scope of their (delegated) authority, are unable to resolve a dispute, that dispute shall be referred to a joint committee comprising of the Chief Executive Officer of each of the Parties (or their suitably authorised alternate or nominee) who will use their reasonable commercial endeavours to resolve the dispute within twenty (20) days of the dispute having been referred to them; however, should the joint committee be unable to resolve a dispute within that time period, any Party shall have the right to demand that the dispute be referred for determination by an arbitrator agreed on by the Parties.

21. Prescription

21.1 The Parties agree that upon the failure to reach a mediated resolution that a written demand given by either Party to submit such a dispute in terms of this clause to arbitration is to be deemed a legal process for interrupting extinctive prescription in terms of the Prescription Act (68 of 1969).

22. Arbitrator

22.1 The arbitrator shall be, if the matter in dispute is principally:

- an accounting matter - independent auditors agreed between the Parties or, failing such agreement within five (5) business days after the arbitration has been demanded, at the request of either of the Parties shall be nominated by the president for the time being of the South African Institute of Chartered Accountants (or its successor body), whereupon the Parties shall forthwith appoint such person as the arbitrator,
- any other matter - an impartial attorney or advocate of not less than ten (10) years' standing agreed between the Parties or, failing such agreement within five (5) business days after the arbitration has been demanded, at the request of either of the Parties shall be nominated by the president for the time being of the Law Society of the Northern Provinces (or its successor body), whereupon the Parties shall forthwith appoint such person as the arbitrator,

22.2 Should the Parties to the dispute fail to agree whether the dispute is principally an accounting or any other matter within five (5) business days after the arbitration was demanded, the matter shall be deemed to be any other matter and the provisions in relation to “any other matter” shall apply.

22.3 Should any person appointed to do so fail or refuse to nominate an arbitrator, either Party may approach any court having jurisdiction to make such appointment and, to the extent necessary, such court is expressly empowered to do so.

22.4 The arbitrator shall:

- have power to open up, and review any certificate, opinion, decision, requisition or notice relating to all matters in dispute submitted to him and to determine all such matters in the same manner as if no such certificate, opinion, decision or notice had been issued.
- be obliged to give his award in writing fully supported by reasons and shall have the power to give default judgment if any Party fails to make submissions on due date and/or fails to appear at the arbitration

23. Arbitration

23.1 The arbitration shall be conducted in accordance with, save as set out herein, the Commercial Rules of the Arbitration Foundation of Southern Africa:

- held with only the Parties and their representatives present thereat at Johannesburg unless mutual agreement on an alternative place is reached between the Parties; and
- Where possible, be concluded in twenty (20) days after it has been demanded and the Parties shall use their reasonable commercial endeavours to procure the expeditious completion of the arbitration.

23.2 The evidence, representations, transcript and information generally made available during the course of the arbitration and/or arbitrator’s award constitute Confidential Information and shall be treated as such.

23.3 The costs of the arbitrator and the incidental costs of the arbitration shall be borne equally by the Parties to the dispute subject thereto that the arbitrator shall be competent to make any interim and/or final order as to the costs, or parts thereof, as he deems appropriate.

23.4 The award of the arbitrator shall be final and binding on the Parties and any Party shall be entitled to apply to a competent court to have the award made an order of court.

23.5 Nothing under this heading shall prevent any Party from seeking urgent relief in the High Court of South Africa.

24. Notices and Domicilia

24.1 Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing. The addresses of the Parties set out in the Contract Schedule shall be the Parties’ chosen as its *domicilium citandi et executandi.*

24.2 A Party may by notice to the other Party change the physical address chosen as its *domicilium citandi et executandi* to another physical address provided that the change shall become effective on the tenth day from the deemed receipt of the notice by the other Party.

24.3 Any notice to a Party, and it shall be competent to give notice by fax and email, unless the contrary is proved, deemed to have been received if delivered by:

- registered post to the Party’s postal address, on the tenth (10th) Day after posting;
- hand to a responsible person during ordinary business hours at the Party’s physical address, on the date of delivery; or
- Fax to its usual fax number, on the date of dispatch.
- Email to its usual email address, on the date of dispatch.

24.4 Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi* or its usual fax number or email address.

25. Counterpart

25.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute the same agreement as at the Signature Date of the Party last signing one of the counterparts.

26. Legal Advice and Costs

26.1 The Parties acknowledge that the provisions of this Agreement are fair and reasonable in the circumstances and in accordance with the Party's intentions and they had been free to secure legal and professional advice as to the nature and effect of the provisions of this Agreement and that it had either taken such advice or dispensed with the necessity of doing so and, each Party will bear its own costs incidental to the negotiation and preparation of this Agreement

26.2 In the event of a dispute arising between the Parties, the guilty Party shall be liable to the innocent Party for any costs, including attorney and client costs, the cost of expert witnesses, advocates costs as on brief and any other professional costs incurred by a Party arising out of the breach by a guilty Party of any of the provisions of this Agreement.

27. General

27.1 This Agreement constitutes the whole agreement between the Parties and supersedes any other discussions, agreements and/or understandings regarding the subject matter hereof. To the extent permissible by law no Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.

27.2 No amendment or consensual cancellation of this Agreement or any provision or term hereof or of any agreement or other document executed pursuant to or in terms of this Agreement and no settlement of any disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of or agreement not to enforce or to suspend or postpone the enforcement of any of the provisions or terms of this Agreement or of any agreement or other document issued pursuant to or in terms of this Agreement shall be binding unless recorded in a written document signed by the Parties.

27.3 No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement or any agreement or other document issued or executed pursuant to or in terms of this Agreement, shall operate as an estoppel against any Party in respect of its rights under this Agreement, nor shall it operate so as to preclude such Party thereafter from exercising its rights strictly in accordance with this Agreement.

27.4 The Parties are in express agreement that it is not the intention of any Party to violate any public policy, statutory or common law, and that if any sentence, paragraph, clause or combination of the same is in violation of the law of the RSA, such sentence, paragraph, clause or combination of the same alone shall be void in the jurisdiction where it is unlawful, and the remainder of such clause and this Agreement shall remain binding upon the Parties hereto.

I______________________________________ (full name) the undersigned hereby certify that I've read the content of the general conditions of contract and accept the conditions herein.

______________________________ ______________________________

Signature Date

12. SCOPE OF WORK / SPECIFICATION / TERMS OF REFERENCES

TENDER REQUEST

The objective of this bid is to appoint a panel of independent service providers for the supply of various financial management services and support Metrobus for a period of thirty-six (36) months as and when required.

BACKGROUND INFORMATION

Metrobus was incorporated in 2000 and is a wholly owned Municipal Entity of the City of Joburg. The City appointed Metrobus in terms of the Service Delivery Agreement to provide bus transport services to the residents of Johannesburg.

The entity operates in furtherance of the City of Joburg's legislative mandate concerning public transport and is guided periodically by the strategic direction of the City of Joburg as derived from the Integrated Development Plan and the Provincial Growth and Development Strategy. The Corridors of Freedom and Integrated Transport Plan are amongst some of the key strategic objectives of the City, where Metrobus has a pivotal role to play as a provider of public transport.

Metrobus has a variety of buses ranging from double deck, single deck, buses equipped with hydraulic lifts for wheelchairs, open deck and luxury coaches. Metrobus covers 330 scheduled routes and 128 school routes. Metrobus transport thousands of passengers daily fulfilling its primary task.

Metrobus requires specialist services in the following services;

1. Financial management services, accounting services and support and Revenue Management services
2. Asset management services and support
3. Asset valuation services and support
4. SCM management services
5. Financial modelling services
6. Taxation services and support

SPECIAL CONDITIONS AND SPECIFICATIONS:

12.1 Area of Specialization

Bidders are required to indicate on the table below; the area of specialisation and will be evaluated accordingly. This must be clearly highlighted, as based on the business requirements, relevant service providers will be provided with detailed specifications to enable them to provide pricing for Metrobus. The bidders must mark their areas of specialisation on the table below. This information will also be used for evaluation of functionality and may form part of the service level agreement (SLA).

No	Area of Specialization	Yes	No
1.	Financial Management Services, Accounting Services and Support and Revenue Management Services and Support		
2.	Financial Modelling Services		
3.	Taxation Services and Support		
4.	Asset management services and Support		
5.	Valuation services and support		
6.	Supply Chain Management Services and Support (Demand, Acquisition and Contracts Management)		

12.2 Scope of work and technical specifications

A summary of the scope of work required per category is listed below. This is not an exhaustive list but provides a basis for potential service providers to understand the type of work required. Detailed specifications will be provided to the successful panellists, as and when required.

12.2.1 Financial Management Services

Financial management services will include, but is not limited, to the following areas:

- Develop update and review of strategies and plans for the long-term financial goals;
- Develop, update and review policies and procedures.
- MSCOA Support

Accounting Services and Support

Accounting services will include, but are not limited, to the following areas:

- Technical accounting support in terms GRAP Standards.
- Preparation or review of financial management reconciliations and working papers for Metrobus; accounting policies, instruction notes and procedures.
- Assistance with the annual financial statements and reporting processes.
- Secondment of staff, if and when required.
- Audit Readiness assessments.
- Quality Assurance assessments.
- GRAP Training.
- Provide audit support.
- MSCOA Support

Revenue management services

- Revenue completeness;
- Revenue collection;
- Revenue management;
- Revenue enhancement;

- New sources of revenue;
- Revenue generation techniques.

12.2.2 Asset management services and support

Asset management services and support will include, but is not limited, to the following areas:

- Compile or review Metrobus asset register in terms of compliance with the accounting frameworks;
- Perform asset verification;
- Reconcile all entity properties (immovable and movable assets) to the annual financial statements (AFS);
- Understand fully the accounting implications of work in progress (WIP), implement, and maintain a sound financial system to record WIP;
- Assistance with the preparation of the annual financial statements as it relates to assets, including but not limited to journals, preparation of audit file;
- Provide audit support;
- Assist Metrobus in compiling the asset register:
  - ❖ Implement best practice in asset management
  - ❖ Maintenance of Asset register in compliant with GRAP
  - ❖ Asset disclosure note in compliant with GRAP.

12.2.3 Valuation services and support

Valuations services and support will include, but is not limited, to the following areas:

- Valuation of immovable assets and movable assets;
- Company Valuation;
- Provision of detailed working papers and with supporting documents;
- Assistance with the accounting for the valuation including but not limited to journals, preparation of audit file;
- Application of GRAP;
- The approach used should be in line with commonly used methods, this would be clearly defined in the relevant documents;
- Provide support during auditing of valuations.

12.2.4 Supply Chain Management (SCM) services and support

The SCM services and support will include, but not limited, to the following:

- Demand Management;
- Acquisition Management;
- Inventory Management;
- Contract Management;

- Compliance to SCM process;
- Bid Committees;
- SCM best practices;
- Policy reviewed and amendments;
- Assistance with irregular, unauthorised, fruitless and wasteful expenditure;
- Drafting of Standard Operating Procedures;
- Litigation and SCM related court rulings;
- Any other SCM related services as required by the entity.

Inventory Management Services and Support

- Additional stores shelf labels and 6 scanners that should be linked to the Sage system to help with stock count
- Electronic filing of internal requests/documents
- Reconciliation of general ledger with inventory listing
- Audit Readiness assessments
- Sorting of bin locations numbers in sequence
- Inventory master list to align with Sage system stock count module so that it can be able to print all items even the ones with zero value
- Assistance with policy review
- Updating bin cards for new financial year
- Assistance and advice on any inventory management related issues

12.2.5 Financial modelling services

Provide financial modelling services, including but not limited to:

- Fee structure;
- Tariff restructuring;
- Route profitability models;
- Sensitivity analysis;
- Debt restructuring;
- Financial forecasting on proposed projects;
- Revenue budgeting and projecting;
- Scenario analysis and planning;
- Tariff studies and tariff determination;
- Costing analysis;
- Development of costing methodology and models;
- Implementation of cost reduction strategies.

12.2.6 Taxation services and support

Provide taxation services and support, including but not limited to:

- Reviewing and calculation of the income tax returns;
- Confirmation/Provision of the tax advice (Capital gains and income tax) to minimise the tax impact;

- Calculation of the tax liability, if required;
- Finalising the tax returns;
- Attend to any queries that may arise from the SARS or the Auditor-General with regards to the assignment;
- Training and skills transfer in respect of the various tax returns legislation implementation;
- Assistance in engagements with SARS.
- Application for TAX exemption.

13. PANEL UTILISATION GUIDELINES

(i) Metrobus reserve the right to determine the minimum and the maximum number of the bidders that would be on the panel from those who have achieved the minimum evaluation threshold of 70%.

(ii) The appointment of service providers for any required work from the panel will be on a quotation basis on the rotation criteria that will be determined by Metrobus or guided by the specific service required or area of specialisation.

(iii) The contracting of service providers for specific work assignments will be facilitated by the entity.

(iv) There is no guarantee that a service provider on the panel will be contracted for specific work assignments during the tenure of this contract.

(v) Assignments will be structured as work packages that clearly define the scope and objective of work, proposed timeframes, qualifying criteria, qualification requirements, expected duration (hours), and expected deliverables amongst others.

(vi) Firms that have qualified and have been appointed to the panel for the respective type of services will be approached and be requested to provide a quotation at the time the service is required. Work packages will then be allocated to the successful bidder/s.

(vii) The entity will be responsible for the evaluation of bids received in terms of the proposals and award of contracts for specific work assignments, which may include service level agreements.

(viii) The entity reserves the right to allocate work packages to more than one expert, depending on the nature of the assignment.

(ix) The assignments will be managed by the respective managers within the entity.

(x) Furthermore, It Is important that the key personnel nominated exhibit the following skills and attributes:

- Be a team player, an analytical and lateral thinker;
- Have excellent communication skills;
- Have good facilitation skills for strategic thinking and problem solving;
- Have the ability to work in and guide/direct teams and groups with diverse generalist and specialist expertise;
- Have the ability to work under consistent and continuous pressure from varied sources, yet be able to maintain a supportive approach;
- Have excellent computing skills including detailed knowledge and use of the Microsoft Office Suite
- (MS Word, Excel, PowerPoint) as well as MS Project and other relevant software and Internet Web-searching; and
- Practical experience of working within at least one of the three spheres of government.

14. RATES

This tender will be subjected to the Municipal finance management Act (MFMA) cost containment circular 97, which stipulates that an accounting officer must adopt a fair and reasonable remuneration framework for consultants taking into account the rates:

- Set out in the "Guide on Hourly Fee Rates for Consultants ", issued by the Department of Public Service and Administration; or
- All prices quoted should be in line with Department of Public Service and Administration DPSA latest rates accessible on http://www.dpsa.gov.za/dpsa2g/consultant_fees.asp

13. EVALUATION CRITERIA (FUNCTIONALITY)

Bidders will be evaluated in accordance with the area of specialization indicated above.

NOTE: For purpose of comparison and in order to ensure a meaningful evaluation, bidders must submit detailed information in substantiation of compliance to the evaluation criteria mentioned (e.g. details of relevant previous work undertaken, letters from previous /current clients, proof of ownership of manufacturing facility, etc.) failure to submit the requested documents will result in the bidders not scored on the criteria.

Minimum Required Score for functionality is: 70 points out of 100 points and any bidder scoring less than 70 points will not be considered for further evaluation. Service Providers that qualified in terms of the functionality cut-off points of 70 points will then be evaluated in terms of price and preference points.

1. **Financial Management, Accounting Services and Support and Revenue Management Services and Support**

No	**Criteria for Quality and Experience Evaluation** (Metrobus reserve the right to verify the submitted reference and will not accept any responsibility if reference(s) cannot be contactable or is not willing to confirm provided information)	WEIGHT ALLOCATION
1.	**Company Experience for the provision of Financial Management Services and Support.** Tenderers are required to provide appointment letters or service level agreements indicating the duration of the contract. (Note that letters/service level agreements that ran/run parallel or concurrently will be scorecard as one duration)	**25**
	➢ 5 or more years = 5 Points ➢ 4 years = 4 Points ➢ 3 years = 3 Points ➢ 2 years = 2 Points ➢ 1 year = 1 Point ➢ Less than 1 year = 0 points	
2.	**Capacity to Provide the service being tendered** Company must supply contactable signed reference letter of a successful <u>Financial Management, Accounting Services, Support or Revenue Management Services and Support</u> on the client letterhead within the last seven (7) years in the Public Sector. Each Reference Letter must be supported by a Purchase Order.	**25**

	➢ More than 5 References Provided = 5 Points ➢ 4 References provided = 4 Points ➢ 3 References provided = 3 Points ➢ 2 References provided = 2 Points ➢ 1 Reference provided = 1 Point ➢ If none of the requirement are met the bidder will be scored a zero (0)	
3.	**Project Leader Experience** • Project Leader with Professional Accounting Qualification NQF level 8 including either one of the mentioned (CA (SA), CIMA, ACCA, SAIPA). • Project Leader to provide a valid accreditation with SAICA, CIMA, ACCA and SAIPA Accounting bodies. • CV's of project leader with experience in Public Sector. Foreign Qualification to be supported by SAQA Accreditation. *(failure to attach all of the above will result in the bidder not scoring the points)*	**50**
	➢ A Management Accountant with more than 10 years and more experience = 5 Points ➢ A Management Accountant with 9 years' experience = 4 Points ➢ A Management Accountant with 8 years' experience = 3 Points ➢ A Management Accountant with 7 years' experience = 2 Points ➢ A Management Accountant with 6 years' experience = 1 Point ➢ A Management Accountant with less than 6 years' experience = 0 Points	
	Total	100
	MINIMUM THRESHOLD	**70**

2. Financial Modelling Services

No	**Criteria for Quality and Experience Evaluation** (Metrobus reserve the right to verify the submitted reference and will not accept any responsibility if reference(s) cannot be contactable or is not willing to confirm provided information)	WEIGHT ALLOCATION
1.	**Company Experience for the provision of Financial Modelling Services** Tenderers are required to provide appointment letters or service level agreements indicating the duration of the contract. (Note that letters/service level agreements that ran/run parallel or concurrently will be scorecard as one duration)	**20**

	➢ 5 or more years = 5 Points ➢ 4 years = 4 Points ➢ 3 years = 3 Points ➢ 2 years = 2 Points ➢ 1 year = 1 Point ➢ Less than 1 year = 0 Points	
2.	**Capacity to Provide the service being tendered** Company must supply contactable signed reference letter of a successful Financial Modelling Services on the client letterhead within the last seven (7) years in the Public Sector. Each Reference Letter must be supported by a Purchase Order.	**20**
	➢ More than 5 References Provided = 5 Points ➢ 4 References provided = 4 Points ➢ 3 References provided = 3 Points ➢ 2 References provided = 2 Points ➢ 1 Reference provided = 1 Point ➢ If none of the requirement are met the bidder will be scored a zero (0)	
3.	**Project Leader Experience** • Project Leader with Professional Accounting Qualification NQF Level 8 including either one of the mentioned (CA (SA), CIMA, ACCA, SAIPA). • Project Leader to provide a valid accreditation with SAICA, CIMA, ACCA and SAIPA Accounting bodies. • CV's of project leader with experience in Public Sector. Foreign Qualification to be supported by SAQA Accreditation. *(failure to attach all the above will result in the bidder not scoring the points)*	**50**
	➢ A Financial Modelling Accountant with 10 years and more experience = 5 Points ➢ A Financial Modelling Accountant with 9 years' experience = 4 Points ➢ A Financial Modelling Accountant with 8 years' experience = 3 Points ➢ A Financial Modelling Accountant with 7 years' experience = 2 Points ➢ A Financial Modelling Accountant with 6 years' experience = 1 Point ➢ A Financial Modelling Accountant with less than 6 years' experience =0 Points	

4.	**Methodology** Tenderers should submit a **DETAILED** relevant methodology for the specific areas being tendered (One point will be allocated to each methodology submitted. A further one point will be awarded to companies who provide details of their relevant management tools as well as relevant quality tools: Methodology will be subjected to 3 assessment areas, which will be Poor =1, Acceptable = 3, Excellent = 5. The methodology should not be more than 5 pages and should be understandable.	**10**
	➢ A detailed methodology that will have clear timelines, project execution plan that is aligned to timelines, organogram indicating the project team that would be assigned and their roles. = 5 Points ➢ A detailed methodology that will have clear timelines, project execution plan that is aligned to timelines. = 3 Points ➢ A poorly written methodology without any alignment, no timelines, poor coordination of how the work will be executed. = 1 Point ➢ Methodology not provided = 0 Points	
	Total	100
	MINIMUM THRESHOLD	**70**

3. **Taxation Services and Support**

No	**Criteria for Quality and Experience Evaluation** (Metrobus reserve the right to verify the submitted reference and will not accept any responsibility if reference(s) cannot be contactable or is not willing to confirm provided information)	WEIGHT ALLOCATION
1.	**Company Experience for the provision of Taxation Services and Support** Tenderers are required to provide appointment letters or service level agreements indicating the duration of the contract. (Note that letters/service level agreements that ran/run parallel or concurrently will be scorecard as one duration)	**25**

	➢ 5 or more years = 5 Points ➢ 4 years = 4 Points ➢ 3 years = 3 Points ➢ 2 years = 2 Points ➢ 1 year = 1 Point ➢ Less than 1 year = 0 Points	
2.	**Capacity to Provide the service being tendered** Company must supply contactable signed reference letter of a successful Taxation Services and Support on the client letterhead within the last seven (7) years in the Public Sector. Each Reference Letter must be supported by a Purchase Order.	**25**
	➢ More than 5 References provided = 5 Points ➢ 4 References provided = 4 Points ➢ 3 References provided = 3 Points ➢ 2 References provided = 2 Points ➢ 1 Reference provided = 1 Point ➢ If none of the requirement are met the bidder will be scored a zero (0)	
3.	**Project Leader Experience** • Project Leader with Professional Accounting Qualification NQF Level 8 including either one of the mentioned (MTAX, CA (SA), CIMA, ACCA, SAIPA). • Project Leader to provide a valid accreditation with SAIT, SAICA, CIMA, ACCA and SAIPA Accounting bodies. • CV's of project leader with experience in Public Sector. Foreign Qualification to be supported by SAQA Accreditation. *(failure to attach all the above will result in the bidder not scoring the points)*	**50**
	➢ A Tax Practitioner with more than 10 years and more experience = 5 Points ➢ A Tax Practitioner with 9 years' experience = 4 Points ➢ A Tax Practitioner with 8 years' experience = 3 Points ➢ A Tax Practitioner with 7 years' experience = 2 Points ➢ A Tax Practitioner with 6 years' experience = 1 Point ➢ A Tax Practitioner with less than 6 years' experience = 0 Points	
	Total	100
	MINIMUM THRESHOLD	**70**

4. Asset Management Services and Support

No	**Criteria for Quality and Experience Evaluation** (Metrobus reserve the right to verify the submitted reference and will not accept any responsibility if reference(s) cannot be contactable or is not willing to confirm provided information)	WEIGHT ALLOCATION
1.	**Company Experience for the provision of Asset Management Services and Support** Tenderers are required to provide appointment letters or service level agreements indicating the duration of the contract. (Note that letters/service level agreements that ran/run parallel or concurrently will be scorecard as one duration)	**20**
	➢ 5 or more years = 5 Points ➢ 4 years = 4 Points ➢ 3 years = 3 Points ➢ 2 years = 2 Points ➢ 1 year = 1 Point ➢ Less than 1 year = 0 Points	
2.	**Capacity to Provide the service being tendered** Company must supply contactable signed reference letter of a successful Asset Management services on the client letterhead within the last seven (7) years in the Public Sector. Each Reference Letter must be supported by a Purchase Order.	**20**
	➢ More than 5 References Provided = 5 Points ➢ 4 References provided = 4 Points ➢ 3 References provided = 3 Points ➢ 2 References provided = 2 Points ➢ 1 Reference provided = 1 Point ➢ If none of the requirement are met the bidder will be scored a zero (0)	
3.	**Project Leader Experience** • Project Leader with Professional Accounting Qualification NQF Level 8 including either one of the mentioned (CA (SA), CIMA, ACCA, SAIPA). • Project Leader to provide a valid accreditation with SAICA, CIMA, ACCA and SAIPA Accounting bodies. • CV's of project leader with experience in Public Sector. Foreign Qualification to be supported by SAQA Accreditation. *(failure to attach all the above will result in the bidder not scoring the points)*	**50**

	➢ An Asset Accountant with 10 years and more experience = 5 Points ➢ An Asset Accountant with 9 years' experience = 4 Points ➢ An Asset Accountant with 8 years' experience = 3 Points ➢ An Asset Accountant with 7 years' experience = 2 Points ➢ An Asset Accountant with 6 years' experience = 1 Point ➢ An Asset Accountant with less than 6 years' experience = 0 Points	
4.	**Methodology** Tenderers should submit a **DETAILED** relevant methodology for the specific areas being tendered (One point will be allocated to each methodology submitted. A further one point will be awarded to companies who provide details of their relevant management tools as well as relevant quality tools: Methodology will be subjected to 3 assessment areas, which will be Poor =1, Acceptable = 3, Excellent = 5. The methodology should not be more than 5 pages and should be understandable.	**10**
	➢ A detailed methodology that will have clear timelines, project execution plan that is aligned to timelines, organogram indicating the project team that would be assigned and their roles. = 5 Points ➢ A detailed methodology that will have clear timelines, project execution plan that is aligned to timelines. = 3 Points ➢ A poorly written methodology without any alignment, no timelines, poor coordination of how the work will be executed. = 1 Point ➢ Methodology not provided = 0 Points	
	Total	100
	MINIMUM THRESHOLD	**70**

5. Valuation Services and Support

No	**Criteria for Quality and Experience Evaluation** (Metrobus reserve the right to verify the submitted reference and will not accept any responsibility if reference(s) cannot be contactable or is not willing to confirm provided information)	WEIGHT ALLOCATION
1.	**Company Experience for the provision of Valuation Services and Support** Tenderers are required to provide appointment letters or service level agreements indicating the duration of the contract. (Note that letters/service level agreements that ran/run parallel or concurrently will be scorecard as one duration)	**20**
	➢ 5 or more years = 5 Points ➢ 4 years = 4 Points ➢ 3 years = 3 Points ➢ 2 years = 2 Points ➢ 1 year = 1 Point ➢ Less than 1 year = 0 Points	
2.	**Capacity to Provide the service being tendered** Company must supply contactable signed reference letter of a successful <u>Valuation Services and Support</u> on the client letterhead per area of specialisation within the last seven (7) years in the Public Sector. Each Reference Letter must be supported by a Purchase Order.	**20**
	➢ More than 5 References provided = 5 Points ➢ 4 References provided = 4 Points ➢ 3 References provided = 3 Points ➢ 2 References provided = 2 Points ➢ 1 Reference provided = 1 Point ➢ If none of the requirement are met the bidder will be scored a zero (0)	
3.	**Project Leader Experience** • Project Leader registered with the South African Institute of Valuers with Professional Accounting Qualification NQF level 8 including either one of the mentioned (CA (SA), CIMA, ACCA, SAIPA). • Project Leader to provide a valid accreditation with the South African Institute of Valuers, SAICA, CIMA, ACCA and SAIPA Accounting bodies. • CV's of project leader with experience in Public Sector. Foreign Qualification to be supported by SAQA Accreditation. *(failure to attach all the above will result in the bidder not scoring the points)*	**50**

	➢ A Valuer with 10 years and more experience = 5 Points ➢ A Valuer with 9 years' experience = 4 Points ➢ A Valuer with 8 years' experience = 3 Points ➢ A Valuer with 7 years' experience = 2 Points ➢ A Valuer with 6 years' experience = 1 Point ➢ A Valuer with less than 6 years' experience = 0 Points	
4.	**Methodology** Tenderers should submit a **DETAILED** relevant methodology for the specific areas being tendered (One point will be allocated to each methodology submitted. A further one point will be awarded to companies who provide details of their relevant management tools as well as relevant quality tools: Methodology will be subjected to 3 assessment areas, which will be Poor =1, Acceptable = 3, Excellent = 5. The methodology should not be more than 5 pages and should be understandable.	**10**
	➢ A detailed methodology that will have clear timelines, project execution plan that is aligned to timelines, organogram indicating the project team that would be assigned and their roles. = 5 Points ➢ A detailed methodology that will have clear timelines, project execution plan that is aligned to timelines. = 3 Points ➢ A poorly written methodology without any alignment, no timelines, poor coordination of how the work will be executed. = 1 Point ➢ Methodology not provided = 0 Points	
	Total	100
	MINIMUM THRESHOLD	**70**

6. Supply Chain Management Services and Support

No	**Criteria for Quality and Experience Evaluation** (Metrobus reserves the right to verify the submitted reference and will not accept any responsibility if reference(s) cannot be contactable or is not willing to confirm provided information)	WEIGHT ALLOCATION
1.	**Company Experience** Previous work experience in Supply Chain Management (Demand, Acquisition and Contracts Management and Logistics and Inventory). Tenderers are required to provide appointment letters or service level agreements indicating the duration of the contract. (Note that letters/service level agreements that ran/run parallel or concurrently will be scorecard as one duration)	**20**

	➢ 5 years or more = 5 Points ➢ 4 years = 4 Points ➢ 3 years = 3 Points ➢ 2 years = 2 Points ➢ 1 year = 1 Point ➢ If none of the requirements are met, bidders will be scored a zero (0).	
2.	**Company References** The company must supply contactable signed reference letter of a successful Previous work experience in Supply Chain Management (Demand/Acquisition/ Contracts Management/Logistics and Inventory). on the client letterhead within the last seven (7) years in the Public Sector. Each Reference Letter must be supported by a Purchase Order.	**30**
	➢ 4 or more references = 5 Points ➢ 3 references = 4 Points ➢ 2 references = 3 Points ➢ 1 reference = 2 Points ➢ If none of the requirements are met, bidders will be scored a zero (0).	
3.	**Assigned Partner/Director (Proposed Head of Project/ Assigned Engagement Lead)** • Bidder is required to attach the qualifications of the project leader. Qualifications must be in Supply chain management, Logistic or purchasing with extensive experience within SCM public sector. • CV's of project leader with experience in Public Sector. *(Bidders are required to provide certificate, CV as evidence if none of these are complied with bidders will be scored a 0 point)*	**50**
	➢ NQF 9 or above with 10 years' experience = 5 Points ➢ NQF 8 with 10 years' experience = 4 Points ➢ NQF 7 with 10 years' experience = 3 Points ➢ NQF 6 with 15 years' experience = 2 Points ➢ Any qualification below NQF level 6 or non-submission will be scored zero (0) point	
	TOTAL	**100**
	MINIMUM Qualifying score	**70**

Note: A bidder/s that scores less than 70 points in respect of functionality or submits solutions that are not according to requirements will be regarded as submitting a non-responsive bid and will be disqualified. Bidder/s that meets the minimum required 70 points thresholds will be included to form part of the panel.

The specific goals will be used as basis for preference during the evaluation and recommendations

Please note a panel is **not a contract.** Metrobus reserves the right to determine the number of bidders to form part of the panel bidders per area of specialization.

Table 2: Please indicate experience

Name of the client	Description of the service rendered / goods delivered	Value of the contract	Dates of contract commencement and expiry date (Duration of the contract)	Contact person (reference) and contact details

Returnable documents and requirements

14. Mandatory requirements

Please note that failure to meet the requirements or to submit the following documentation and/or proof thereof may lead to an immediate disqualification:

Mandatory requirements: Pre-evaluation

On the pre-evaluation stage, bidders will be evaluated on the following:

- Registration with CSD,
- Checking if the company is in business,
- Checking if the company/ any director is not restricted to do business with government,
- Checking if there any director who is a government employee,
- The use of correction fluid (tipex) and pencil is prohibited
- If the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial for the past three years; or since their establishment if established during the past three years, should be submitted

NB: The bidders who would be non-compliant with the above requirements will be disqualified and not be considered for further evaluation.

Mandatory requirements: Administrative responsiveness

- Completion and signing of all municipal bidding documents (MBD)
- ID copy
- Any administrative errors.

NB: Bidders will not automatically be disqualified for failing to fully complete and sign the MBD forms. However, they will be afforded an opportunity to come and correct any administrative error/ omission within reasonable period. SCM and BEC will determine the reasonable period between 1-7 days depending on the urgency to finalize the evaluation/adjudication.

Mandatory Requirements: Prior award

- Tax compliant,
- Municipal rates and taxes account for the company and all directors not older than three months and not over 90 days in arrears (or proof of payment/ arrangement made with the municipality to settle arrears) or signed lease agreement in a case where bidders do not own or rent a property then an affidavit should be provided.

NB: Bidders will be alerted during the evaluation of any non-compliant status for the above-mentioned mandatory requirements. They would then be required to sort out their tax matters/ municipal accounts / accreditation/ registration within a reasonable period of not more than 7 days' prior the recommendation to award.

Note: Joint Ventures need submit a consolidated BBBEE certificate

NB: Other information/documents not listed in a tender document or advert may be requested as and when required, and failure to submit those documents within the stipulated period may lead to disqualification of a bid.

Furthermore, Metrobus reserves the right to appoint more than one bidder or a panel of service providers.

NB: Tenders are required to comply but not limited to the following legislation
Constitution of the Republic of South Africa, 1996
Competition Act, 2002
Companies Act 71 of 2008
Metrobus Supply Chain Management Policy
Municipal Finance Act Supply Chain Management