

éDumbe Municipality

10 Hoog Street
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PAULPIETERSBURG 3180



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ALL CORRESPONDENCE TO BE ADDRESSED TO THE MUNICIPAL MANAGER

EDUMBE LOCAL MUNICIPALITY

INFRASTRUCTURE SERVICES DEPARTMENT

CONTRACT NO. EDUMT09/2022/23

PANEL OF SERVICE PROVIDERS FOR PLANT, FLEET AND EQUIPMENT MAINTENANCE

BID NUMBER: EDUMT09/2022/23
DELIVERY PERIOD: 36 Months as and when required.

EMPLOYER:

Municipal Manager
éDumbe Local Municipality

SCM

Contact Person: Mr BW Buthelezi
Tel no: 034 995 1650

TECHNICAL

Contact Person: Mr MB Buthelezi
Tel no: 034 995 1650

TENDERER:

INFRASTRUCTURE SERVICES DEPARTMENT

CONTRACT NO. EDUMT09/2022/23: PANEL OF SERVICE PROVIDERS FOR PLANT, FLEET AND EQUIPMENT MAINTENANCE

CATEGORY IN WHICH BIDDER IS PROVIDING SERVICE

(PLEASE TICK APPROPRIATE SECTION – YOU MAY TICK MORE THAN ONE SERVICE IF IT FALLS WITHIN YOUR SCOPE)

AUTO-ELECTRICAL REPAIRS

☐

ENGINEERING SERVICES (MACHINING)

☐

MECHANICAL REPAIRS

☐

PANEL BEATING SERVICES

☐

HEAVY PLANT MACHINERY REPAIRS

☐

TYRE SUPPLY AND REPAIRS SERVICES.....

☐

TRACTOR REPAIRS

☐

GLASS SERVICES (WINDSCREEN, WINDOWS etc)

☐

TOWING SERVICES.....

☐

SMALL EQUIPMENT REPAIRS (GRASS CUTTING MACHINERY etc)

☐

INFRASTRUCTURE SERVICES DEPARTMENT

CONTRACT NO. EDUMT09/2022/23: PANEL OF SERVICE PROVIDERS FOR PLANT, FLEET AND EQUIPMENT MAINTENANCE

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EDUMBE LOCAL MUNICIPALITY
BID NO.: EDUMT09/2022/23
PANEL OF SERVICE PROVIDERS FOR PLANT, FLEET AND EQUIPMENT MAINTENANCE

EDUMBE LOCAL MUNICIPALITY

INFRASTRUCTURE SERVICES DEPARTMENT

CONTRACT NO. EDUMT09/2022/23

PANEL OF SERVICE PROVIDERS FOR PLANT, FLEET AND EQUIPMENT MAINTENANCE

BID INVITATION

INFRASTRUCTURE SERVICES DEPARTMENT

CONTRACT NO. EDUMT09/2022/23: PANEL OF SERVICE PROVIDERS FOR PLANT, FLEET AND EQUIPMENT MAINTENANCE

INVITATION TO BID

BID NOTICE

Tenderers are hereby invited from suitably qualified service providers for the **PANEL OF SERVICE PROVIDERS FOR PLANT, FLEET AND EQUIPMENT MAINTENANCE** bid number **EDUMT09/2022/23** for a period of 36 months as and when required.

Bid documents may be downloaded through the municipal website on www.edumbe.gov.za or on the national treasury website on www.etenders.gov.za from Wednesday 22 June 2022. Bid documents must be submitted in a sealed envelope clearly marked with the bid number, closing date and, dropped off in the tender box at, eDumbe Local Municipality, 10 Hoog Street Paulpietersburg, 3180 by no later than 12H00 on Friday 08 July 2022. All quotes must be submitted on the official forms – (Not to be retyped). This bid is subject to the general conditions of contract (GCC) and any other special conditions of contract.

THE FOLLOWING ARE MANDATORY: CSD summary report, valid tax clearance or SARS login pin, a certified copy of the most recent municipal account in which the business is registered or proof of residence if residing in rural areas, copies of ID of members of the entity, B-BBEE Certificate/ Affidavit and Certified copy of CIPRO e.g. CK certificates. Bidders are requested to sign where necessary and initial each page on the Bid Documents.

This proposal will be evaluated in terms of the 80/20 Preferential Procurement Point system where 80 points are for functionality and price, and 20 points are for BBEE according to the said legislation.

Late tenders will not be accepted and the eDumbe Local Municipality reserved the right not to make an award. Failure to comply with the above conditions will invalidate your offer.

Kindly note that the successful bidder will be subjected to a screening process prior to the bid being awarded, should it be discovered that a successful bidder provided misleading information he/she will be disqualified with immediate effect.

Enquiries are to be directed to Mr BW Buthelezi at 034 995 1650 (SCM) or Mr. MB Buthelezi at 034 995 1650 (Technical)

JFK KHUMALO
ACTING MUNICIPAL MANAGER

PRE-QUALIFICATION SCORE CARD:

No	Description Items	Maximum Potential Score	Points Claimed	Bid Evaluation Committee Scores
1	Have successfully completed work for three or more municipalities/state departments/private companies (10 points per appointment letter/purchase order)	30		
2	Must be accredited with the relevant body for the category applied. Proof to be attached	20		
3	Number of qualified artisans (proof required) 5 Points per artisan Maximum point of 20	20		
4	The service provider has a workshop where defective plant, fleet and equipment can be taken in for repairs where repairs cannot be done on site. Proof of workshop and utility bill = 20 No proof = 0	20		
5	The business is location: <ul style="list-style-type: none"> • Edumbe Municipality = 10 • Zululand District Municipality = 8 • KwaZulu Natal = 5 • South Africa = 3 • Outside South Africa = 0 	10		
TOTAL SCORED		100	/100	

NOTE: BIDDERS ARE REQUIRED TO PROVIDE PROOF FOR EACH OF THE ABOVE. FAILURE TO DO SO WILL INVALIDATE YOUR BID

Bid documents may only be submitted on the bid documentation that is issued. Further to the above, an original valid Tax Clearance Certificate must accompany the bid document as well as an original or certified copy of BBBEE Certificate if accredited.

Bidders need to score a minimum of 70 points under Pre-Qualification. The 80/20 Preference Points will be applicable.

The EDUMBE LOCAL MUNICIPALITY is not bound to accept the lowest or any bids and reserves the right to accept the whole or part of the bid.

JFK KHUMALO
ACTING MUNICIPAL MANAGER

EDUMBE LOCAL MUNICIPALITY
BID NO.: EDUMT09/2022/23
PANEL OF SERVICE PROVIDERS FOR PLANT, FLEET AND EQUIPMENT MAINTENANCE

EDUMBE LOCAL MUNICIPALITY

INFRASTRUCTURE SERVICES DEPARTMENT

CONTRACT EDUMT09/2022/23

PANEL OF SERVICE PROVIDERS FOR PLANT, FLEET AND EQUIPMENT MAINTENANCE

CONDITIONS OF THE BID

EDUMBE LOCAL MUNICIPALITY
INFRASTRUCTURE SERVICES DEPARTMENT

CONTRACT NO. EDUMT09/2022/23: PANEL OF SERVICE PROVIDERS FOR PLANT, FLEET AND EQUIPMENT MAINTENANCE

CONDITIONS OF THE BID

A. GENERAL

1. Bid documents must be completed in black ink and prices must include VAT.
2. **All pages and annexure must be initialed / sign in full signature where required.**
3. The lowest or any bid will not necessarily be accepted and EDUMBE LOCAL MUNICIPALITY reserve the right to accept the whole or any part of a bid or to reject any or all the bid without stating the reasons thereof.
4. No bid will be accepted by fax or e-mail.
5. Bids are to remain open for acceptance for a period of ninety (90) days from the date they are lodged and may be accepted at any time during the said period of ninety (90) days.
6. All prices and details must be legible / readable to ensure the bid will be considered for adjudication.
7. Full details of services offered must be supplied together with the return documents. All additional documents returned with the bid documents must be firmly bound and marked as “**Additional**” to the specific bid reference number.
8. Only bids on EDUMBE LOCAL MUNICIPALITY official bid document will be accepted and the original document must be returned, fully completed and signed, in the form presented. **Failure to do so will invalidate such bid.**
9. **Corrections may not be made by means of a correcting fluid. In the event of a mistake having been made it shall be crossed out in ink and be accompanied by a full signature at each and every alteration. The Municipality reserves the right to reject the tender if corrections are not made in accordance with the above.**
10. Should it be considered necessary by the bidder that officials of EDUMBE LOCAL MUNICIPALITY should proceed to other centers for inspection purposes, such costs shall be for the account of the bidder.
11. This contract will be governed by EDUMBE LOCAL MUNICIPALITY “Conditions of the Bid” only and not any conditions supplied by the bidder.
12. The bidder must submit a comprehensive company profile, for example the founding company statements, as well as detailed exposition of previous work done.
13. If items are not bid for a line must be drawn through the space in pen.
14. Only bids received by **12:00** on the given closing date in the tender box will be considered.

B. DEMONSTRATIONS AND INSPECTIONS

1. All bidders must be prepared to demonstrate where required, free of charge and obligation, at the EDUMBE LOCAL MUNICIPALITY or any other area within the boundary of the EDUMBE LOCAL MUNICIPALITY, any services offered in this bid.
2. Where officials are required to attend demonstrations or inspections outside the boundary of the EDUMBE LOCAL MUNICIPALITY, all costs to attend such demonstration must be borne by the bidder

EDUMBE LOCAL MUNICIPALITY

DEPARTMENT INFRASTRUCTURE AND PLANNING

CONTRACT NO. EDUMT09/2022/23

PANEL OF SERVICE PROVIDERS FOR PLANT, FLEET AND EQUIPMENT MAINTENANCE

GENERAL CONDITIONS OF CONTRACT

**EDUMBE LOCAL MUNICIPALITY
INFRASTRUCTURE SERVICES DEPARTMENT**

**CONTRACT NO. EDUMT09/2022/23: PANEL OF SERVICE PROVIDERS FOR PLANT, FLEET AND
EQUIPMENT MAINTENANCE**

GENERAL CONDITIONS OF CONTRACT

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General Conditions of Contract

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1. **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. **“Contract”** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. **“Contract price”** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. **“Day”** means calendar day.
- 1.8. **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- 1.9. **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.10. **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11. **“Dumping”** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. **“Force majeure”** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. **“GCC”** mean the General Conditions of Contract.

- 1.15. “Goods”** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16. “Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17. “Local content”** means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18. “Manufacture”** means the production of products in a factory using labor, materials, components and machinery and includes other related value-adding activities.
- 1.19. “Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. “Project site,”** where applicable, means the place indicated in bidding documents.
- 1.21. “Purchaser”** means the organization purchasing the goods.
- 1.22. “Republic”** means the Republic of South Africa.
- 1.23. “SCC”** means the Special Conditions of Contract.
- 1.24. “Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. “Supplier”** means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26. “Tort”** means in breach of contract.
- 1.27. “Turnkey”** means a procurement process where one Consultant assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28. “Written” or “In writing”** means hand-written in ink or any form of electronic or mechanical writing.

2. Application

- 2.1.** These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2.** Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3.** Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

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

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

4. Standards

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

5. Use of contract documents and information

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

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

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

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

6. Patent Rights

6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

6.2. When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analysis

- 8.1. All per-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Goods and services, which are, referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1. As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders

- 18.1. In cases where the estimated value of the envisaged changes in purchase does not vary more than 20% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

22. Penalties

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

23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

24. Antidumping and countervailing duties and rights

- 24.1. When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a

provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

- 25.1.** Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2.** If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1.** If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2.** If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3.** Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4.** Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

- 28.1.** Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

32. Taxes and duties

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

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices

- 35.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is

between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

EDUMBE LOCAL MUNICIPALITY

INFRASTRUCTURE SERVICES DEPARTMENT

CONTRACT NO. EDUMT09/2022/23

PANEL OF SERVICE PROVIDERS FOR PLANT, FLEET AND EQUIPMENT MAINTENANCE

SPECIAL CONDITIONS OF CONTRACT

INFRASTRUCTURE SERVICES DEPARTMENT

CONTRACT NO. EDUMT09/2022/23

PANEL OF SERVICE PROVIDERS FOR PLANT, FLEET AND EQUIPMENT MAINTENANCE

SPECIAL CONDITIONS OF BID

1. DURATION OF CONTRACT

This is a three-year contract and each year the Municipality will review performance of the Service Provider. Should the Service Provider perform satisfactorily, the contract will be extended for the next year. If the performance is poor, the contract will not be extended for year two (2) or year three (3) and be terminated.

2. TIME FRAMES

All work to commence after receipt of an official order from the Municipality, thereafter repair lead times to be communicated with the Municipality.

3. SERVICE LEVEL AGREEMENT

- 3.1 A service level agreement will be entered into with the successful bidder.
- 3.2 Negotiations in respect of the service level agreement must be finalised within fourteen (14) calendar days of receipt of the letter of acceptance by the successful bidder."
- 3.3 Service level agreement entered into with the successful bidder will capture the time frames or performance applying to this contract.
- 3.4 Should no consensus be reached within fourteen (14) calendar days of finalizing the Service Level Agreement (SLA), the Municipality will be entitled to:

- i) Cancel its acceptance of the bid, or
- ii) Extend the negotiation period without prejudice to any of its other rights in terms of this contract or common law.

4. PENALTIES

In the event of non-compliance with the agreed time frames, Penalties will be charged at a rate of 5% of the total official order given per day.

5. BID VALIDITY

This bid shall not be withdrawn during a period of ninety (90) days from the date on which it is to be lodged and it may be accepted at any time during that period.

6. BID COMPLIANCE

The Bid must comply with the following:

- VAT must be indicated separately.
- This bid or part thereof may not be ceded.

7. MEETINGS

Progress meetings will be held by all parties as and when required. Will be further covered in the SLA.

8. RETURNABLE DOCUMENTS

The issued documents must be returned in the form and order in which they were issued to assist the Municipality to expedite adjudication of the bids. The EDUMBE LOCAL MUNICIPALITY reserves the right to disqualify a bid in the event that the bidder does not fully comply with this provision.

9. MANDATORY OBJECTION PERIOD

All administrative actions and decisions taken by the EDUMBE LOCAL MUNICIPALITY through its officials may become subject to an appeals process. As such, in terms of Section 62 of the Municipal Systems Act 32 of 2000, a period of Fourteen (14) days will be set aside to allow for the submission of appeals against the award/process of making the award to a particular bidder by any interested party. Except in scenarios where the decision of a duly appeal panel sets aside the appointment of the successful bidder as service provider of this contract, the appointment will then be confirmed by the EDUMBE LOCAL MUNICIPALITY in writing.

During the objection period, it is important that all activities are finalized by the successful Service Provider, so that if the appointment is confirmed in writing, the Service Provider is immediately able to commence duties. Note that this will be done "At Risk" and the Municipality will not be held liable should the Appeal Panel set aside the appointment.

EDUMBE LOCAL MUNICIPALITY

INFRASTRUCTURE SERVICES DEPARTMENT

CONTRACT NO. EDUMT09/2022/23

PANEL OF SERVICE PROVIDERS FOR PLANT, FLEET AND EQUIPMENT MAINTENANCE

SCOPE OF WORK

EDUMBE LOCAL MUNICIPALITY
INFRASTRUCTURE SERVICES DEPARTMENT

CONTRACT NO. EDUMT09/2022/23

PANEL OF SERVICE PROVIDERS FOR PLANT, FLEET AND EQUIPMENT MAINTENANCE

SCOPE OF WORK

PART A: SCOPE OF REPAIRS

1. INTRODUCTION

The EDUMBE LOCAL MUNICIPALITY intends appointing the services of specialised repair workshops and service providers located throughout EDUMBE / PAULPIETERSBURG and Kwa-Zulu Natal. The Preventive Maintenance programme currently in place regularly detects faults which fall outside the definition of a minor repair, but which are not of sufficient magnitude to warrant the technical expertise of the Agents. These repairs can generally be performed on site, or the defective component can be removed and repaired at a local workshop. In order to expedite these repairs the Employer has decided to allow local repairmen to repair these faults within the bounds of this Contract and wherever expedient.

2. GENERAL

- a) The Contractor will be required, under this Contract, to undertake repair work to the Municipality's fleet of plant and vehicles as specified by the delegated person/s.
- b) Typical repairs to be undertaken by the Contractor will include, but shall not be limited to, the tasks as outlined in Number 4(Repairs to be Provided) of this section.
- c) The Contractor will be required to provide all the transport, personnel, equipment and spare parts as detailed in Part B of the Contract Specification, necessary to carry out the repairs.

3. REPAIR TYPES

The "repairs" have been divided into thirty-seven categories. The categories are detailed as follows:

- Category 1 Major Repairs – Vehicles (trucks, bakkies, etc.)
- Category 2 General Repairs (Construction Plant)
- Category 3 General Repairs - Mobile
- Category 4 Replacement of Ground Engaging Tools
- Category 5 On site Welding (mobile)
- Category 6 Welding and Fabrication
- Category 7 General Machining
- Category 8 Auto AUTO-ELECTRICAL Repairs
- Category 9 Fuel Injection Repairs
- Category 10 Turbochargers
- Category 11 Automotive Engineering and Engine Assembly
- Category 12 Gearbox, Transmission and Differential Repairs

- Category 13 Driveline Repairs
- Category 14 Brake and Clutch Friction Component Repairs
- Category 15 Air Brake System and Component Repairs
- Category 16 Radiator, Oil Cooler Repairs & Fuel Tanks
- Category 17 Derusting and Respray
- Category 18 Accident Repairs
- Category 19 Automotive Glass Replacement
- Category 20 Upholstery Repairs and Automotive Body Trimming
- Category 21 Hydraulic Hose Repairs
- Category 22 Specialised Hydraulic Component Repairs
- Category 23 Minor Plant / Machinery Repairs
- Category 24 Crawler Undercarriage Component Repairs
- Category 25 Fitment Centres
- Category 26 Bin Lining
- Category 27 Tyre Removal, Refitting & Tyre Casing Repairs
- Category 28 Tyre Removal, Refitting & Tyre Casing Repairs (Mobile)
- Category 29 Fire Engine Centrifugal Pumps
- Category 30 Speedo & Rev Counter Repairs
- Category 31 Spring Repairs
- Category 32 Statutory Inspection and Testing of Pressure Vessels
- Category 33 Statutory Inspection and Testing of Lifting Equipment
- Category 34 Thread and Bolt Repairs
- Category 35 Vehicle Air Conditioner Repairs
- Category 36 Roadworthiness Testing Stations
- Category 37 Agents

These categories define the amount of tools and equipment required by the Contractor and therefore determines the level of the repair work that the Contractor is able to undertake.

Contractors will be required to give quotations on repair work, where it is considered to be in the Municipality's interest.

4. REPAIRS TO BE PROVIDED

The repairs to be provided under the various categories shall include, but not necessarily be limited to:

Category 1 Major Repairs – Vehicles (trucks, bakkies, etc)

General maintenance repairs of road vehicles (including trailers). Includes removal and replacement of components, repair of certain components (where these components are not catered for in this contract).

Category 2 General Repairs (Construction Plant)

General maintenance repairs of construction plant, including removal and replacement of components and repair of certain components (where these components are not catered for in this contract).

Note: The work in Category 1 and 2 will be allocated within the parameters of the Contractor's equipment and experience.

Category 3 General Repairs - Mobile

On-Site general maintenance repairs of construction plant, including removal and replacement of components and repair of certain components (where these components are not catered for in this contract).

Category 4 Replacement of Ground Engaging Tools

On-Site removal and replacement of grader blades, dozer cutting edges, bucket teeth, ripper tips, and shank protectors and similar wear parts.

Category 5 Onsite Welding (mobile)

Field maintenance welding repairs.

Category 6 Welding and Fabrication

Specialised for heavy plant and equipment.

Category 7 General Machining

Manufacture and re-building of Pins, bushes, shafts, etc.

Note: The work in this category will be allocated within the parameters of the Contractor's equipment and experience.

Category 8 Auto AUTO-ELECTRICAL Repairs

Repairs to all auto AUTO-ELECTRICAL components.

Note: The supply of batteries is permitted in this category under the terms of this contract on a replacement basis only: i.e. where the existing battery is faulty. Any batteries supplied must conform to SANS IEC 95 and must carry the SABS mark.

Category 9 Fuel Injection Repairs

Repairs to all fuel injection components / overhauling of fuel pumps & injectors.

Category 10 Turbochargers

Repairs to turbochargers / overhauling of turbochargers.

Category 11 Automotive Engineering and Engine Assembly

Remove, strip, machine, rebuild and refit engines.

The Contractor may be required to send these items to firms on sub-contract: hence the Employer should be contacted before the Contractor sends such work out.

The Contractor will be required to provide a dynamometer test report for every engine that is overhauled.

The Contractor will be required to provide written proof that crankshafts have undergone a crack detection test with satisfactory results.

Category 12 Gearbox, Transmission and Differential Repairs

Remove, strip, quote, rebuild and refit manual and automatic automotive gearboxes, transfer boxes and drive axle assemblies.

Category 13 Drive Line Repairs

Repair and rebalance propeller shafts. Rebuild constant velocity joints.

Category 14 Brake and Clutch Component Repairs

Repairs to all brake and clutch system friction and hydraulic components.

Note: The work in this category will be allocated within the parameters of the Contractor's equipment and experience.

Category 15 Air Brake System and Component Repairs

Repairs to pipework and components on air brake systems including air/hydraulic braking systems.

Category 16 Radiator, Oil Cooler Repairs & Fuel Tanks

Repairs to and reconditioning of radiators, oil coolers and fuel tanks.

Category 17 Derusting and Respray

Carry out derusting and respray to plant and vehicles.

Category 18 Accident Repairs

Carry out body repairs to plant and vehicles including the replacement of bolt on/off panels such as bumpers, front fenders, bonnet/boot lid/tailgate, body shell, floor panels, all welded sections, front and rear lower valance and any mechanical repairs directly related to the repair of accident damage.

Category 19 Automotive Glass Replacement

Replacement of windscreens and other safety glass.

Category 20 Upholstery Repairs and Automotive Body Trimming

Repairs and re-upholstering of seats, interior panels, roof linings, etc.

Category 21 Hydraulic Hose and Pipe Repair

Repair and replacement of hydraulic pipes and hoses including automotive brake pipes and hoses.

Category 22 Specialised Hydraulic Repairs (excluding replacement & manufacture of hydraulic hoses & pipes)

Repairs to hydraulic cylinders, pumps, motors, valves, jacks, etc. An Efficiency Certificate from an approved testing institution will be required for each pump or motor that has been repaired.

To maintain the warranty on pumps that have been repaired, it is a requirement that the contractor sets the pressure relief valves on installation.

Category 23 Minor Plant / Machinery Repairs

Repairs to mowers (pedestrian and ride-on), brush cutters, chain saws, rammers, cutters and other equipment powered by small two- and four-stroke petrol engines (up to 12kW)

Category 24 Crawler Undercarriage Repairs

Repair and re-building of track chain assemblies, rollers, idlers, sprockets & grouser plates.

Category 25 Fitment Centres (Vehicles <3500kg)

Supply and fit exhaust systems, shock absorbers and tow bars. Check and adjust wheel alignment. Repair punctures, Replace number plates, fit tyres supplied by the Employer. Call out repairs to punctures.

Category 26 Bin Lining

Carry out lining of bins.

Category 27 Tyre Removal, Refitting & Tyre Casing Repairs (Vehicles >3500kg)

Removal and replacement of tyres. Repair of punctures.

Note: The Contractor will be required to supply all material for puncture repairs.

Category 28 Tyre Removal, Refitting & Tyre Casing Repairs - (Mobile) (Vehicles >3500kg)

Mobile Removal and replacement of tyres. On site repair of punctures.

Note: The Contractor will be required to supply all material for puncture repairs. This category is only for vehicles with a mass above 3.5 ton.

Category 29 Fire Engine Centrifugal Pump

Repairs and Maintenance to Centrifugal Pump on Fire Engines.

Category 30 Speedo & Rev Counter Repairs

Repairs and recalibration of tachographs, speedometers and other automotive instruments.

Category 31 Spring Repairs

Repair and manufacture of automotive leaf- and coil-type springs.

Category 32 Statutory Inspection and Testing of Pressure Vessels

Periodic inspection and testing of air receivers and other pressure vessels in accordance with the current Occupational Health and Safety Regulations.

A written report of every inspection or pressure test must be submitted to the Employer within five working days of the completion of the test.

Work related to the preparation of the pressure vessel for inspection or test is not included in this category.

The Employer will normally provide the test pump required for the hydraulic pressure test, but may, on occasions, require the contractor to supply a suitable pump.

Note: This category does not include inspection and testing of boilers

Note: This category does not include the certification and registration of pressure vessels

Category 33 Statutory Inspection and Testing of Lifting Equipment

Periodic inspection and testing of cranes, access platforms, hoists, gantries, slings, shackles and all other lifting equipment in accordance with the current Occupational Health and Safety Regulations.

A written report of every inspection or load test must be submitted to the Employer within five working days of the completion of the test.

Work related to the preparation of any item for inspection or test is not included in this category.

The contractor will be required to clearly mark any item which does not already have an identifying number. The new, unique identifying number must be marked by punching or engraving in such a way that the strength or integrity of the item is not compromised in any way. The new number that is allocated must be recorded by the contractor and advised to the Employer.

Category 34 Thread and Bolt Repairs

Carry out repairs to threads, studs, bolts, etc.

Category 35 Air Conditioner Repairs

Carry out vehicle air conditioner repairs

Category 36 Roadworthiness Testing Station

Carry out statutory testing of vehicles for Certificate of Roadworthiness and Certificate of Fitness.

Category 37 Agents

Repairs to vehicles that require specific software relevant to a particular make of vehicle and are leading brands of the motor vehicle industry.

5. CAUSE OF FAILURE

Before commencing with a repair, the Contractor shall, where possible, make every endeavour to determine the cause of a failure and then proceed to rectify such cause before allowing the repaired plant to continue operating.

If the work involved in rectifying the cause of the failure is extensive, the Contractor shall notify the Employer who will decide on what course of action to take.

6. WARRANTY

The Contractor shall unconditionally guarantee any work performed on the Municipality's plant and vehicles for twelve (12) months on new parts supplied and six (6) months for labour, irrespective of hours worked or kilometres travelled:

If the standard warranty period on any parts that are supplied by the contractor is more favourable to the Employer than that stated above, then the standard warranty shall apply.

7. MAINTENANCE OF RECORDS

In order to facilitate the monitoring of this repair contract, it is essential that accurate and detailed records be kept of all work executed and materials used.

8. TRAINING

The Employer may request from time to time that Contractors assist with the provision of practical "on the job" training for Departmental apprentices and learners in order for them to complete their apprenticeship and learnership.

By participating in this Contract, the Contractor shall accept and acknowledge that, if requested to provide practical training:

- a) He shall submit a monthly progress report on any Departmental apprentice / learner assigned to him for practical training.
- b) Whilst the trainee is under the supervision of the Contractor it shall be a requirement that the trainee complies with the regulations of general conduct laid down by the Contractor.
- c) Any breach of discipline by the trainee must be reported immediately to the Department.
- d) Wherever possible the Contractor should follow the training schedule as laid down by the Department.
- e) The Contractor will be reimbursed for any agreed extra costs incurred by himself, which can be attributed directly to the provision of training to the apprentice / learner.
- f) The Contractor shall be responsible and liable for the apprentice's / learner's work performance during the period of training.

9. REPORTING ON PLANT ABUSE

The Contractor shall be required to report immediately to the Employer any instances where it is obvious that an item of plant has been blatantly abused or is being operated incorrectly or is not being serviced as required.

CONTRACT SPECIFICATIONS

PART B: PERSONNEL, EQUIPMENT AND FACILITIES TO BE PROVIDED BY THE CONTRACTOR

1. GENERAL

The Contractor will supply all labour, transport, materials, tools consumables and facilities required to carry out the repair work. It is expected that the Contractor will undertake all repair work “in-house” using his own labour and facilities.

2. PERSONNEL

The Contractor will provide Artisans, or otherwise Skilled Workers (as indicated in Clauses 5.5 to 5.36 below). Each Artisan or Skilled Worker must have at least (4) years experience in the type of work to be undertaken..

The Contractor must submit proof of qualifications and experience of all Artisans, Competent Persons and Skilled Workers, who will be performing work on this contract.

Apprentices and Learners may only perform work on this contract if they are at all times supervised by an artisan or similar appropriately qualified person.

3. TRANSPORT

Where required, the Contractor will use his own transport for work performed away from his premises.

4. MATERIALS

The parts required to perform the repairs will generally be provided by the Contractor, the Employer is not expected in any to supply any parts as part of this contract.

NOTE: In general, parts supplied by Contractors must be new and must conform to the original equipment manufacturer’s specifications. Contractors will be required to obtain permission from the Employer if a “non genuine” or “second hand” spare part is utilised for a repair.

All parts which have been replaced must be clearly identified with the machine number and order number, and must be returned to the Employer immediately on completion of the repair. The only exception is any item that has been supplied on a parts exchange basis.

5. TOOLS AND EQUIPMENT

5.1 Fax Machine and E- Mail

The successful Contractors in all categories will be required to own or have close access to a fax machine. Official Orders for the repair of plant and vehicles will be faxed to the respective Contractors where it is considered expedient.

It is recommended that Contractors have easy access to e-mail.

5.2 Membership of Trade Associations

It is a requirement of certain Repair Categories that the Contractor is a member of the Retail Motor Industry Organisation (RMI) and, in addition, is accredited by one of the constituent bodies of the RMI. This membership and accreditation must be maintained for the duration of the contract period.

The constituent bodies referred to in the paragraph describing the requirements for each repair category (paragraph 5.5 onwards) are as follows:

ACRA Automotive Component Remanufacturers' Association

ERA Engine Remanufacturers' Association

MIWA	Motor Industry Workshop Association
SADFIA	South African Diesel Fuel Injection Association
SAMBRA	South African Motor and Body Repairers' Association
TDAFA	Tyre Dealers' and Fitment Centre Association

5.4 Standard Artisan's Tool Set

The equipment requirements of certain categories in Clauses 5.5 to 5.36 below, include a Standard Artisan's Tool Set. Additional tools are specified as necessary. For the purposes of this tender, the Standard Artisan's Tool Set comprises, at minimum:

A sturdy metal tool box, containing:

- ☐ open and ring spanners, 6 – 32 mm
- ☐ adjustable spanner, 250 mm
- ☐ set engineer's screwdrivers, flat and Pozi
- ☐ pry bar
- ☐ set pin punches, 3 – 12 mm
- ☐ centre punch
- ☐ set Allen keys, 3 – 10 mm
- ☐ side cutter
- ☐ engineer's pliers
- ☐ long nose pliers
- ☐ circlip pliers, internal and external
- ☐ water pump pliers
- ☐ set hollow punches, 6 – 16 mm
- ☐ feeler gauge set, 0.1 – 1.0 mm
- ☐ engineer's hammers, 250 gram and 450 gram

- ☐ cold chisel
- ☐ vice grip
- ☐ wire brush
- ☐ scraper
- ☐ hacksaw
- ☐ flat file, 200mm, 2nd cut

5.5 Category 1: Major repairs – vehicles (Bakkies, Trucks, Buses, etc.)

Appropriate Trades

A trade test certificate as issued by the Department of Labour or MERSETA:

Diesel Mechanic, Construction Plant Mechanic, Earthmoving Equipment Mechanic.

The successful Contractors shall provide all equipment and tools normally required to carry out the type of work tendered for, which must include, at minimum:

Equipment:

- ☐ Standard Artisan's Tool Set, as described in Clause 5.4
- ☐ ½" drive socket set, 10 – 27 mm
- ☐ Bench Grinder
- ☐ Compressor – 700 ℓ/min, 100ℓ tank
- ☐ Grease Gun
- ☐ Hand Held Electric Drill
- ☐ Heavy duty jumper cables
- ☐ Hydraulic Jack – 10 tonne
- ☐ Inspection Pit or Vehicle Hoist
- ☐ Oil Measures
- ☐ Parts Cleaning Facility
- ☐ Radiator Pressure Tester
- ☐ Soldering Equipment

- ☐ Torque Wrench (½" drive, 150Nm)
- ☐ Trestles
- ☐ Trolley Jack – 20 tonne
- ☐ Vice
- ☐ Welding Plant – Electric 140 amp minimum
- ☐ Welding Plant – Oxy-Acetylene
- ☐ Workbench
- ☐ ¾" drive Socket Set, 24 – 40 mm
- ☐ Battery Charger
- ☐ Bearing Pullers – (internal and external)
- ☐ Compression Gauge - Diesel
- ☐ Engine Crane (2 tonne)
- ☐ Press – 5 tonne
- ☐ Pressure Washer
- ☐ Pulley Extractor
- ☐ Wheel Pullers

Premises

- Floor space (75m² minimum)
- Demarcated wash bay with effective grease trap
- ☐ Evidence of good housekeeping and appearance
- Evidence of compliance with the Occupational Health and Safety Act

Safety

- Secure workshop premises
- Fire extinguishers
- First Aid Kit
- Painted floors (optional)
- Workshop safety signs

Accreditation

Successful contractors must be members of the Retail Motor Industry Organisation and in addition, be accredited by MIWA as a General Repair Workshop.

5.6 Category 2: General Repairs (Construction Plant)

Appropriate Trades

A trade test certificate as issued by the Department of Labour or MERSETA: Diesel Mechanic, Construction Plant Mechanic, Earthmoving Equipment Mechanic.

Equipment

- Standard Artisan's Tool Set, as described in Clause 5.4, plus:
 - o ½" Drive Socket set, 10 – 27mm
 - o ¾" Drive Socket Set, 24 – 50 mm
 - o Allen keys to 16 mm
 - o hollow punches to 25 mm
- Battery Servicing – hydrometer
- Battery Charger
- Bearing Pullers – (internal and external)
- Bench Drill
- Bench Grinder
- Compressor – approximately 300 l/min. 150 l tank
- Compression Gauge - diesel
- Hand Held Electric Drill
- Hand Held Tachometer
- High pressure greasing equipment – air operated
- Hydraulic Jack – 20 tonne
- Hydraulic Press – 20 tonne
- Hydraulic Test Gauges – up to 240 bar, with pipes and connectors
- Lifting equipment for engines, transmissions etc.
- Oil Measures
- Parts cleaning facility
- Pressure washer
- Pulley Extractor
- Radiator Pressure Tester
- Soldering Equipment
- Sledge Hammer – 7 kg
- Torque Wrenches to 250Nm
- Trestles
- Trolley Jack
- Vice
- Welding Plant – Electric 220 amp minimum
- Welding Plant - Oxy-Acetylene
- Workbench Premises

- Floor space (90m² minimum)
- Demarcated wash bay with effective grease trap
- Evidence of good housekeeping and appearance
- Evidence of compliance with the Occupational Health and Safety Act
- Secure, fenced workshop yard

5.7 Category 3: General Repairs - Mobile

Appropriate Trades

A trade test certificate as issued by the Department of Labour or MERSETA: Diesel Mechanic, Construction Plant Mechanic, Earthmoving Equipment Mechanic.

Equipment

For field maintenance repairs, the successful contractors will have, at a minimum, the following equipment:

- A mechanically sound, roadworthy vehicle, equipped with:
 - ☐ A Standard Artisan tool Set as described in Clause 5.4, plus
 - ☐ Allen keys to 16 mm
 - ☐ Hollow punches to 25mm
 - ☐ Torque wrenches to 250Nm
 - ☐ ½" Drive Socket set, 10 – 27mm
 - ☐ ¾" Drive Socket Set, 24 – 50 mm
 - ☐ sledge hammer, 7kg
 - ☐ hand or foot operated grease pump
 - ☐ heavy duty battery jump cables
 - ☐ test gauges for transmissions and hydraulic system - up to 500 bar, with hoses and connectors
 - ☐ oil measure

5.8 Category 4: Replacement of Ground Engaging Tools

Appropriate Trades Skilled Worker

Equipment

The successful contractors shall provide all equipment and tools normally required to carry out the type of work tendered for, which must include, at minimum:

- ☐ A mechanically sound, roadworthy vehicle (optional) equipped with :
 - o ¾" Drive T-bar or Power Bar
 - o ¾" Drive Extension
 - o ¾" Drive Socket 24mm o ¾" Drive Socket 30mm o Sledge hammer – 7 kg
 - o Ball pein hammer – 900 gram o Pin punch – 12mm diameter o Wire brush
 - o Oxy – acetylene cutting equipment (torch, hoses, regulators, cylinders, goggles) Afrox Porta Pak, or similar, is acceptable.
 - o Two axle stands – 3000 kg SWL each
 - o Podger (tapered drift - to align bolt holes)

5.9 Category 5 – On-site Welding (Mobile)

Appropriate Trades

A trade test certificate as issued by the Department of Labour or MERSETA: Artisan Welder, Boiler Maker

Equipment

The successful Contractors will have a mechanically sound, roadworthy vehicle, appropriately equipped for welding repairs on site, with the following equipment, at minimum.

- 200 amp (or larger) engine-driven electric welding set, with 220 volt, 3 kVA auxillary output.
- Heavy duty welding cables, 10m long
- Oxygen and acetylene cutting and welding equipment (4.6 kg cylinders or larger). Hoses must be fitted with anti-flash back devices.
- Angle grinder, 2500 W, 225mm
- A full set of tools related to the welding trade

5.10 Category 6 – Welding and Fabrication

Appropriate Trades

A trade test certificate as issued by the Department of Labour or MERSETA: Artisan Welder, Boiler Maker

Equipment

The successful contractors shall have a well-equipped workshop facility. The workshop must be equipped with, at minimum, the following:

- Gantry or similar lifting device: 1.5 tonne winch
- Electric Welder: 0 – 300 amp (MIG preferred)
- Oxy-Acetylene welding and cutting set
- Mechanical saw (or abrasive disc cutter)
- Hydraulic Press: 0 – 20 tonne
- Welding Table
- Assorted Clamps
- Angle Grinder: 225 mm
- Hand Held Electric Drill: 13 mm
- Pillar drill: for MT drills (radial arm drill acceptable)
- Drill bits up to 25 mm diameter
- Tools for measuring and marking out

Premises

- Covered working area (90 m2 minimum)
- Secure, fenced workshop yard
- Evidence of good housekeeping and appearance
- Evidence of compliance with the Occupational Health and Safety Act

Safety

- Fire extinguishers
- First Aid Kit
- Workshop Safety Signs

5.11 Category 7: General Machining

The successful Contractors must have a presentable workshop equipped to handle general machining of components.

Appropriate Trade:

A trade test certificate as issued by the Department of Labour or MERSETA: Fitter and Turner, Tool Jig and Die Maker

Minimum Equipment:

- Centre lathe: 1200 mm between centres, 300 mm swing over bed
- Hydraulic press: 0 – 20 tonnes
- Gantry: 5 tonne winch
- Welder: 0 – 300 amp
- Mechanical saw
- Universal milling machine
- Slot drills, end mills and face mills
- Shaping machine
- Compressor
- Oxy-acetylene welding and cutting set
- Angle grinder: 225 mm
- Hand held electric drill: 13 mm
- Pillar drill: for MT drills
- Drills up to 25mm dia
- Taps and dies (metric and imperial)
- Adjustable reamers: 10 – 40 mm
- Telescopic gauges
- Verniers: 0 – 200 mm
- Dial gauge with magnetic base
- Micrometers: external 0 – 150mm

Premises

- Floor space (50m² minimum)
- Evidence of good housekeeping and appearance
- Evidence of compliance with Occupational Health and Safety Act

Safety

- Fencing – security (optional)
- Fire Extinguishers
- First Aid Kit
- Painted floors (optional)
- Workshop Safety signs

5.12 Category 8: Auto AUTO-ELECTRICAL

Appropriate Trade

A trade test certificate as issued by the Department of Labour or MERSETA: Auto Electrician

Equipment

The successful Contractors shall have a fully equipped auto AUTO-ELECTRICAL workshop. The workshop must be equipped with at least the following:

- A mechanically sound roadworthy vehicle
- A test bench with facility to test starters, alternators and distributors
- A growler
- Battery load tester with at least 300 amps capacity
- Volt/amp tester: 0 – 5 amps or 1 – 24 volts
- A diode tester
- A regulator tester

- A set of hand tools, including
 - o ¼” drive socket set, 4 to 12 mm
 - o open and ring spanners, 6 – 19 mm
 - o set of flat screwdrivers
 - o set of pozi screwdrivers # 0 – 3 (or screwdriver bits)
 - o set of Phillips screwdrivers # 0 – 3 (or screwdriver bits)
 - o set of Torx® screwdriver bits #T10 – T40
 - o set Allen keys, 1.5 to 10 mm
 - o long nose pliers
 - o circlip pliers, internal and external
 - o engineer’s pliers
 - o set pin punches, 3 to 10 mm
 - o engineer’s hammer, 250 gram
- soldering equipment
- battery terminal moulds
- pullers, internal and external (50mm and above)

Accreditation

Successful Contractors must be accredited by MIWA as an Auto AUTO-ELECTRICAL Workshop.

5.13 Category 9: Diesel Fuel Injection

Appropriate Trade:

A trade test certificate as issued by the Department of Labour or MERSETA: Diesel Fitter

Equipment:

The successful Contractors shall have a fully equipped diesel fuel injection pump room.

It is accepted that contractors may specialise in one particular franchise, e.g. Bosch. Although the necessary equipment is not compulsory, contractors should indicate if they are equipped to test and repair components from electronic fuel injection systems. This information must be disclosed on the Forms to be completed by Tenderers.

The minimum tooling required for participation in this contract is:

- A “brand name” diesel test bench for mechanical injection pumps
- Calibration nozzle “pop” holders
- Calibration test tubing
- Injector nozzle tester
- ALDA tester

- All the required clamps and measuring devices
- hand tools to dismantle and re-assemble pumps, injectors

Accreditation

Successful Contractors must be accredited by SADFIA as a Diesel Fuel Injection Establishment.

5.14 Category 10: Turbochargers

Appropriate Trade

A trade test certificate as issued by the Department of Labour or MERSETA:

Earthmoving Equipment Mechanic; Construction Plant Mechanic; Diesel Mechanic; Diesel Fitter.

Equipment

The successful Contractors must have a fully equipped workshop to carry turbochargers repairs. A manufacturer's workshop manual / specification sheet must be available before commencing with repairs.

- Standard Artisan's tool set
- Magnetic Base Dial Test Indicator
- Inside Micrometer set
- Torque Wrench
- "V" Blocks
- Feeler Gauge
- Cir-clip Pliers
- Set Allen keys
- Set Torx keys
- Various Spanners (i.e. Turbo or Half Moon, Ring and Open Ended spanners)
- Rubber mallet
- Centre Punch
- Marking Pen
- Masking Tape
- Bench vice with Jaw protectors
- Parts cleaning facility and cleaning Agent
- Hydraulic press
- Sandblasting equipment.
- Suitable Compressor

5.15 Category 11: Automotive Engineering and Engine Assembly

Appropriate Trade:

A trade test certificate as issued by the Department of Labour or MERSETA:

Automotive Fitter, Automotive Machinist, Petrol and Diesel Mechanic, Construction Plant Mechanic, Earthmoving Equipment Mechanic.

Equipment:

The successful Contractors must have a fully equipped automotive engineering workshop. The workshop should be equipped with at least the following items of machinery in full working order:

- Crankshaft grinder
- Line borer
- Reboring machine
- Conrod resizer
- Surface grinder or a milling machine
- Valve seat refacer
- Valve refacer
- Centre lathe
- Heated degreasing bath
- Dynamometer suitable for the testing of all engines which may require repair in terms of this Contract.

NOTE: In certain circumstances, consideration may be given to Contractors who do not possess their own dynamometer, but who have access to one.

NOTE: Contractors will be required to have ready access to facilities for crack detection by the magnetic particle method and for Rockwell hardness testing.

Accreditation

Successful Contractors must be accredited by ERA as an Engineering Establishment.

5.16 Category 12: Gearbox, Transmission and Differential Repair (Including inboard wet brakes)

Appropriate Trade:

A trade test certificate as issued by the Department of Labour or MERSETA:

Motor Mechanic, Diesel Mechanic, Construction Plant Mechanic, Earthmoving Equipment Mechanic, Machine Fitter with experience in gearboxes and differentials.

Equipment:

The successful Contractors must have a fully equipped workshop for the repair and overhaul of automotive gearboxes and transmissions. The Workshop should be equipped with at least the following items:

- Suitable lifting equipment
- Workshop compressor
- 2 axle stands per bay
- work benches and vices
- parts cleaning facility
- relevant pullers and special tools for bearings and gear removal
- 3 tonne press
- torque converter flusher (optional)
- equipment to hold engines while removing transmissions
- set spanners, 6 – 32 mm
- stillson wrench
- socket set, 8 – 32 mm
- set of chisels – small
- duralite hammer, 450 gram (or copper)
- engineer's hammers, 250 gram and 450 gram
- pair side cutting pliers
- pair gas pliers
- radiator cleaner
- pair long nose pliers
- circlip pliers, internal and external
- vice grip
- set Allen keys, 5 – 16 mm
- set of Torx® keys (T15 – T50)
- torque wrench/es, 1 – 250 Nm
- set measuring instruments
- centre punch
- set pin punches – up to 10 mm
- set Phillips screwdrivers
- sliding hammer
- creeper
- electric drill
- pencil grinder
- bench grinder
- facility to heat bearings
- multi – meter

- oxy-acetylene welder
- electric welder
- 1 lead light per bay

Premises:

- Floor space (75m² minimum)
- Evidence of good housekeeping and appearance
- Evidence of compliance with the Occupational Health and Safety Act

Safety:

- Fencing – security (optional)
- First Aid Kit
- Fire extinguishers
- Painted floors (optional)
- Workshop safety signs

General:

- Record keeping procedure for products repaired and sold
- Identification procedure for units

Accreditation

Successful Contractors must be accredited by MIWA as an Automotive Transmission and Driveline workshop.

5.17 Category 13: Drive Line Repairs (including propshaft, side shaft, cv joint, etc.)

Appropriate Trades

Skilled Worker with minimum 4 years experience.

Equipment

The successful Contractor will have a fully equipped workshop for the repair and overhaul of automotive propshafts and driveline components. The workshop must have the following equipment, at minimum:

- 2 axle stands per bay – 1000 kg SWL each
- work benches with vices
- parts cleaning facility
- hydraulic press – 3 ton
- set spanners, 6 – 32 mm
- socket set, 8 – 32 mm
- set of chisels, small
- duralite hammer, 450 gram (or copper)
- engineers hammers, 250 gram and 450 gram
- pair side cutting pliers
- pair gas pliers
- pair long nose pliers
- circlip pliers, internal and external
- vice grip
- set allen keys, 5 – 16mm
- set of Torx ® key T15 – T50
- torque wrench, 1- 250 Nm
- appropriate welding equipment (CO₂)
- oxy – acetylene welder

- 1 lead light per bay
- propshaft balancing machine
- centre lathe
- arbor press

Premises

- Floor space (75m² minimum)
- Evidence of good housekeeping and appearance
- Evidence of compliance with the Occupational Health and Safety Act

Safety

- Secure workshop premises
- First Aid Kit
- Fire Extinguishers
- Workshop Safety Signs

Accreditation

Successful Contractors must be accredited by ACRA for the reconditioning of prop shafts and cv joints.

5.18 Category 14: Brake and Clutch Friction Component Repairs (excluding inboard wet brakes)

Appropriate Trade

Skilled workers with a minimum of 4 years experience.

Equipment and Material:

The successful Contractors must have a well-equipped workshop with areas for different tasks clearly demarcated.

NB: Firms that undertake the bonding of automotive disc brake pads will not be accepted for registration on this contract.

The specification of all materials used must, at the very minimum, be equal to the equipment manufacturer's standards, The method of working, equipment available and materials used by the Contractor must comply with the requirements of SABS 1087 : 1985 (The Manufacture of Reconditioned Brake Shoe Assemblies).

The successful Contractors will have at least the following equipment available

- Gas burner, or mechanical means of removing worn linings
- Linishing machine
- Sandblaster, or similar cleaning machine
- Thermostatic oven with pyrometric control and adequate circulation to ensure even temperature
- Radius grinder with calibrations for depth of cut and measuring gauges must be on hand
- Machine for skimming brake discs
- Bonding bands with turn buckles
- Finishing machines or side grinder
- Precision measuring instruments (vernier/micrometer)
- Compressor
- Pneumatic or hydraulic press
- Riveting machine

- Drilling machine
- Brake drum lathe – up to 250 mm dia drums
- Brake drum lathe – for heavy vehicles
- Brake drum grinder (for removing hard spots)
- Dial gauge for measuring run-out
- Grinding machine for refacing clutch pressure plates
- Setting and stripping table with appropriate gauges
- Spring tester
- Pressure plate tester
- Machine for riveting diaphragm type pressure plates
- Suitable bench mounted jigs/run-out mandrel to test trueness of plates

Premises

- Evidence of good housekeeping and appearance
- Compliance with Occupational Health and Safety Act
- Well ventilated working areas with effective dust extraction
- Well trained and supervised staff

Safety

- Fencing – security (optional)
- First Aid Kit
- Painted floors (optional)

Premises:

- Floor space (75m² minimum)

Accreditation

Successful Contractors in must be accredited by ACRA as a brake shoe reconditioning workshop, in addition be accredited for reconditioning of clutch plates and clutch pressure plates.

5.19 Category 15: Air Brake System and Component Repairs / Mobile

Appropriate Trade

Skilled Worker, Diesel Mechanic

Equipment:

The successful Contractors must have a clean workshop specifically equipped to carry out repairs on air brake systems and components (including air/hydraulic systems). It is accepted that Contractors may specialize in one particular franchise, eg Wabco. This information must be disclosed on the Forms to be completed by bidder.

The minimum equipment required for participation in this Contract is:

- Standard Artisan's Tool Set, as described in Clause 5.4
- Appropriate equipment for testing of air brake components and hydraulic components (pressure hold and release, etc)
- Bench Drill
- Bench grinder with wire brush wheel
- Chemical cleaning bath and rinsing bath
- Cylinder honers (for hydraulic cylinders and compressor cylinder barrels)
- Glass bead blaster
- Hydraulic Press – 5 tonne

- Pipe cutter for metal and plastic pipe
- Pipe bending tool
- Pipe swaging tool
- Piston ring compressor
- Piston ring pliers
- Press with safety cage for dismantling spring brake chambers
- Welding and cutting set – oxy – acetylene
- Welding machine, electric – minimum 140am
- Workshop compressor
- 2 - or 3 - leg puller

In addition, each vehicle used for mobile repairs must be equipped with the following:

- A mechanically sound roadworthy vehicle
- Standard Artisan's Tool Set, as described in Clause 5.4
- Test gauges for air and hydraulic systems
- Quantity of air brake plastic pipe
- Assortment of plastic pneumatic pipe fittings

Premises:

- Evidence of good housekeeping and appearance
- Evidence of compliance with the Occupational Health and Safety Act

Safety

- Secure Workshop Premises
- Fire Extinguishers
- First Aid Kit
- Painted floors (optional)
- Workshop safety signs

Accreditation:

Successful Contractors must be accredited by ACRA for reconditioning air hydraulic brake components.

5.20 Category 16: Radiator, Oil Cooler Repairs & Fuel Tanks

The successful Contractors must have a clean workshop specifically equipped to carry out repairs to radiators, intercoolers, oil coolers and fuel tanks.

Appropriate Trade: Skilled Worker

Equipment:

The minimum equipment required for participation in this contract is:

- A boil out compound bath
- A hot water test tank with Penetrace
- Correct size soldering nozzle to be used (No. 2)
- Radiator/fuel tank clamping stand
- Correct solder to be used (S7 or S4)
- Correct flux for soldering (Radflux)
- Designated spray area with extractor fans
- Fire extinguishers

- Regulated air pressure bath for underwater testing
- Clean workshop with safety signs

The Contractor must be able to carry out combustion leak tests to identify problems and to minimize major repairs in future.

The quality of material must, at very minimum, be equal to the manufacturer's standards. Accreditation Successful Contractors must be accredited by ACRA for the reconditioning of radiators, heat exchangers and fuel tanks.

Premises

Floor area (75mm2 minimum)

5.21 Category 17: Derusting and Respray

The successful Contractors must have a clean workshop and or a mechanically sound, roadworthy vehicle specifically equipped to carry out derusting & respray.

Appropriate Trade:

Skilled worker with minimum of 4 years experience.

- 3 spray guns (prime, colour, polyester / rubberized)
- Suitable compressor.
- Respirators / masks.
- Adequate pressure hoses.
- Polishing machine.
- Portable angle grinder
- Portable drilling machine
- Sander
- Welding machine
- Gas bottles & gas welding equipment.
- Pop rivet machine

5.22 Category 18: Accident Repairs

Appropriate Trade:

A trade test certificate as issued by the Department of Labour or MERSETA: Panel Beater and Spray Painter

Accreditation

The successful Contractor must be registered by SAMBRA as a Non-Structural Repairer. The following equipment is required as a minimum:

Equipment

Paint Shop:

- Spray room with extraction/filtration combination unit. Must comply with OHSA requirements, or spray booth/oven combination.
- 3 spray guns (prime/colour/polyester and rubberized)
- Suitable compressor, with register for pressure vessel.
- In-line air filter, including water/particle filter.
- Respirators with fresh air supply.
- Paint shop stands, not 200 litre drums

- Adequate pressure hoses.
- Polishing machine

Repair Shop:

- 2 ton garage (trolley) jack
- Tool trolleys/tool cupboards
- Basic artisans tools
- Creeper
- Vacuum cleaner
- Orbital sander
- Headlamp focusing machine

Premises:

- Workshop premises to comply with OHSA requirements
- Workshop floors must be clean and oil free
- Adequate lighting with no faulty globes or tubes
- Working area must be well ventilated.
- General business to be conducted in a workshop which is roofed and walled
- Storage facilities for parts
- Secure storage facilities for vehicles
- Floor space (92mm2 minimum)

5.23 Category 19: Automotive Glass Replacement

The successful Contractors will have a workshop suitably equipped to remove and replace automotive windscreens and other safety glass. The successful Contractors must be able to carry out all glazing tasks on site if required by the Employer.

Appropriate Trade: Skilled worker

Equipment:

The minimum equipment required for the participation in this contract is:

- A mechanically sound vehicle with the necessary tools and equipment required to carry out on-site glazing tasks
- Ball pein hammer 250 gram
- Beading/moulding removal tool
- Canopy tool
- Circlip pliers, external
- Dashboard guard
- Dolly – for adjusting the shape of pinch weld seams
- Extension lead – minimum 10m long
- Hand broom and tray
- Hand held electric drill (12 volt battery drill acceptable)
- Hook tool
- Heavy duty caulking gun
- Industrial vacuum cleaner to remove shattered glass
- Piercing tool
- Pop rivet gun
- Portable windscreen stand
- Putty knives – broad and narrow
- Rope (for rubber jobs, kept in tin with talcum powder)
- Set of flexible combination spanners, 8 to 24 mm

- Set of screwdrivers, flat and Pozi
- Set of Torx® spanners (or screwdriver bits)
- Sharp chisel
- Side cutter
- Socket set, 8 to 19 mm

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- Stanley knife with spare blades
- Suction cups (2) (preferably single cup type)
- Wire cutting handles

Premises:

- Evidence of good housekeeping and appearance
- Evidence of compliance with the Occupational Health and Safety Act

Safety

- Fencing – security (optional)
- Dashboard guard
- Fire extinguishers
- First aid kit
- Painted floors (optional)
- Workshop safety signs

5.24 Category 20: Upholstery Repairs and Automotive Body Trimming

The successful contractors will have a workshop suitably equipped for the re-upholstery and repair of vehicle seats (including operator's seats for construction plant) as well as the manufacture, repair and fitting of automotive body trimming, such as door panels and roof lining.

Appropriate Trade:

Skilled worker with minimum of 4 years experience.

Equipment:

The minimum equipment required for the participation in this contract is:

- Sewing machine - walking foot type
- Welding equipment (gas or electric)
- Angle grinder (115 mm diameter)
- Hog ring pliers
- Workshop compressor
- Staple gun (air or electric)
- Scissors
- Straight edge
- Square
- Electric hand drill with assorted bits
- Set engineers screwdrivers – flat
- Pozi screwdrivers, # 1 - 3 (or screwdriver bits)
- Set spanners 6mm to 19mm
- Set 1/4" and 3/8" drive sockets 6mm to 19mm
- Set Torx ® screw driver bits # T 10 - T45
- Set Torx ® sockets # E3 - E10
- Set spline screwdriver bits 5mm, 6mm, 8mm, 10mm, 12mm

Premises:

- Adequate ventilation when using solvent-based adhesives
- Evidence of compliance with OHSA

5.25 Category 21: Hydraulic Hose Repairs

The successful Contractor must have a clean workshop specifically equipped for the manufacture of flexible hydraulic hoses (including automotive brake hoses) and automotive hydraulic brake pipes (bundy pipes). The material used in the manufacture of flexible hydraulic hoses must conform to SAE 100R, with single braided, twin braided or spiral wire reinforcement to suit the system operating pressure. Automotive brake hoses must conform to SAE J1401. In both cases, the hose specification and the working pressure must be clearly marked along the length of the hose. Hose fittings should be of the swaged type. The Contractor should hold adequate stocks of commonly used hose fittings in SAE, BSP and metric sizes.

Appropriate Trade: Skilled Worker

Equipment:

The minimum equipment required for participation in this contract is:

- Hose cutting machine with metal blade. Hose cutting by means of an abrasive disc is not acceptable as this method leaves rubber particles in the bore of the hose
- Machine for installing hose fittings (to suit type of fittings in use)
- Gauges for checking crimping of fittings
- Machine for skiving hoses
- Pipe flaring tool
- Pipe bending tool

5.26 Category 22: Specialised Hydraulic Component Repairs (excluding replacement & manufacture of hydraulic hoses)

The successful Contractors must have a clean workshop specifically equipped to carry out the repairs of hydraulic componentry.

Appropriate Trade:

A trade test certificate as issued by the Department of Labour or MERSETA: Construction Mechanic, Earthmoving Plant Mechanic, Diesel Mechanic, Fitter and Turner

Equipment:

The minimum equipment required for participation on this Contract is:

- chain vices to grip cylinders with diameter between 0 and 300 mm
- chain wrench to grip cylinders with diameter between 0 and 300 mm
- stillson wrench approximately 900 mm length
- inside micrometers – 0 to 300 mm and telescopic gauge
- hydraulic test gauges 0 to 300 bar
- full set of hand tools, including:
 - o spanners, 6 -32 mm
 - o adjustable spanner, 300 mm
 - o set ½” drive sockets, 10 – 27 mm o set ¾” drive sockets, 24 – 50 mm o set Allen keys, 2 – 16 mm
 - o circlip pliers, internal and external

o “C” spanners

- hydraulic test bench for testing of pumps, motors, rams and valve banks. Max flow – not less than 120 litres/min; max pressure – not less than 300 bars. The test bench should consist of a power unit, valve bank, adjustable relief valves and gauges (pressure, flow and rev. counter). It must include a variable speed drive for testing pumps.
- electric welder – minimum 200 amp
- MIG welder (optional)
- centre lathe
- universal milling machine
- honing machine for hydraulic cylinders up to 300 mm dia and 3000 mm long
- hydraulic press – 20 ton
- steel workbench
- supports for cylinders under repair
- spray gun and compressor
- bench grinder
- portable angle grinder

NB: All pumps and motors, which have been repaired, must be tested and issued with an “efficiency” certificate.

Premises:

- Evidence of good housekeeping and appearance
- Evidence of compliance with Occupational Health and Safety Act

Safety

- Fencing – security (optional)
- Fire Extinguishers
- First Aid Kit
- Painted floors (optional)
- Workshop Safety Signs

5.27 Category 23: Minor Plant / Machinery Repairs

The successful Contractors will have a clean workshop suitably equipped to carry out repairs to small petrol-engine driven machinery such as mowers, brush cutters, chain saws, generators, etc.

Appropriate Trade:

Skilled worker. The worker(s) must have successfully completed manufacturers’ training courses for the makes and models to be repaired.

Equipment:

- 2 - 3 - leg puller
- Standard Artisan’s tool set, as described in Clause 5.4, plus:
- ¼” drive socket set, 4-12mm
- ½” drive socket set, 10 – 24 mm
- Spark plug spanner
- Set Torx ® screwdriver bits, T10-T40
- Bench grinder
- Chain grinder (optional)
- Coil tester (optional)
- Crankcase pressure tester(optional)
- Hand held electric drill

- Hand held tachometer (optional)
- Oil measures
- Parts cleaning facility
- Pressure washer
- Soldering equipment
- Workbench with vice
- Welding plant – electric 140 amp minimum
- Welding plant – oxy-acetylene

Note: In certain circumstances, consideration may be given to Contractors who do not possess their own coil tester, but who have access to one.

Premises:

- Demarcated wash bay with effective grease trap
- Evidence of good housekeeping and appearance
- Evidence of compliance with Occupational Health and Safety Act

Safety

- Fencing – security (optional)
- Fire Extinguishers
- First Aid Kit
- Painted floors (optional)
- Workshop Safety Signs

5.28 Category 24: Crawler Undercarriage Component Repairs

Appropriate Trade:

Skilled workers with a minimum of 4 years experience

Equipment:

The successful Contractors must have a workshop specifically equipped for the purpose of reconditioning crawler undercarriage components. The minimum equipment required for participation on this Contract is:

- 50 tonne Hydraulic Press with attachments for dismantling and assembling track rollers
- 180 tonne Track Press with attachments and alignment jigs for removing and replacing track pins and bushes
- track assembly table
- Semi-automatic submerged-arc welding machine for rebuilding rollers and idlers
- MIG welding machine for welding sprocket rims and grouser bars
- Jigs for accurately replacing sprocket rims
- Pneumatic wrenches with a selection of sockets to suite commonly used track bolts

Premises:

- Evidence of good housekeeping and appearance
- Well screened welding areas
- Well defined work areas for each repair task
- Compliance with Occupational Health and Safety Act
- Painted floors (optional)
- Well trained and supervised staff
- Enclosed storage area for overhauled components

5.29 Category 25: Fitment Centres: Vehicles <3500kg

The successful Contractors must have a clean workshop equipped to carry out one or more of the following tasks: repair and replace exhaust systems, test and replace shock absorbers, check and adjust wheel alignment, fit exhaust systems, repair punctures, replace number plates.

Appropriate Trades:

Skilled Worker with 4 years' experience (Diesel Mechanic, Motor Mechanic acceptable)

Equipment:

The following equipment is the minimum requirement:

- standard artisan's tool set, as described in Clause 5.4, plus:
 - o ½" drive socket set, 10 – 27 mm
- 2 or 4 post vehicle hoist, with free-wheel facility (optional)
- trestles or jack stands (8)
- trolley jack – 5 tonne
- exhaust stands, to support exhaust pipe/silencer under vehicle (4)
- exhaust pipe bending tool (optional)
- oxy-acetylene welding set
- shock absorber testing machine (optional)

- MacPherson strut press or spring clamps
- optical wheel alignment machine
- tyre changing equipment
- tyre bath
- tyre inflator
- wheel balancing machine (dynamic)
- 2 wheel spanner sets (SAE and metric)
- compressor

Premises:

- Floor space (90m2 minimum)
- Evidence of good housekeeping and appearance
- Evidence of compliance with the Occupational health and Safety Act

Safety

- Fencing – security (optional)
- Fender covers
- Fire Extinguishers
- First Aid Kit
- Painted floors (optional)
- Workshop Safety Signs

Accreditation

Successful Contractors must be accredited by MIWA as a Vehicle Fitment Centre and/or Vehicle Accessory Centre.

5.30 Category 26: Bin Lining

The successful Contractors must have a clean workshop equipped to carry out bin lining.

Appropriate Trades:

Skilled Worker with 4 years experience.

Equipment:

The following equipment is the minimum requirement:

- standard artisan's tool set, as described in Clause 5.4, plus:
- Bin lining machine.
- Suitable compressor.
- Mix ratio spray gun.
- Portable angle grinder.
- Portable drilling machine.
- Sander.
- Respirator or masks.
- A designated well ventilated spray area.

5.31 Category 27: Tyre Removal and Refitting and Tyre Casing Repairs (items > 3.5 ton)

The successful Contractors will be required to remove and re-fit tyres on goods vehicles and earthmoving plant and to repair punctures, in addition the contractor will be required to carry out vulcanized repairs to the damaged earthmover and agricultural type tyres. Vulcanized repairs must be carried out at a tyre repair facility owned and operated by the contractor. This facility may be remote from the contractor's depot where the damaged tyre is delivered by the Employer. And all vulcanized repairs must be carried out in accordance with SABS 1000 Part III.

Tyre casings, tubes, flaps and "o" rings will be supplied by the Employer. Valve assemblies, valve cores and puncture repair materials will be supplied by the Contractor. All tyre casings that have been replaced must be returned to the Employer, irrespective of their condition.

Appropriate trade: Skilled worker

Equipment:

- Workshop Compressor – 750 l/min, 250l receiver
- Tyre inflator – with connector for automotive and earthmover valves
- Valve adaptor for water ballasting
- Tyre valve tool
- Tyre marker
- Truck tyre demounting tool
- Truck rim locking tool
- Hydraulic bottle jack - 10 ton
- Pair of axle stands (trestles) 6 ton SWL each
- 3/4 " drive socket set - 22 to 46mm
- Safety cage for inflating tyres.
- Tyre bath

5.32 Category 28: Tyre Removal, Refitting and Tyre Casing Repairs-(Mobile) (items > 3.5 ton)

The successful Contractors will be required to remove and re-fit tyres on goods vehicles and earthmoving plant and to repair punctures, in addition the contractor will be required to carry out vulcanized repairs to the damaged earthmover and agricultural type tyres. Vulcanized repairs must be carried out at a tyre repair facility owned and operated by the contractor. This facility may be remote from the contractor's depot where the damaged tyre is delivered by the Employer. And all vulcanized repairs must be carried out in accordance with SABS 1000 Part III.

Tyre casings, tubes, flaps and “o” rings will be supplied by the Employer. Valve assemblies, valve cores and puncture repair materials will be supplied by the Contractor. All tyre casings that have been replaced must be returned to the Employer, irrespective of their condition.

Appropriate trade: Skilled worker

Equipment:

- Valve adaptor for water ballasting
- Tyre valve tool
- Tyre marker
- Truck tyre demounting tool
- Truck rim locking tool
- A mechanically sound, roadworthy vehicle

5.33 Category 29: Fire Engine Centrifugal Pumps: Service & Repairs

The successful Contractors shall provide all equipment and tools normally required to carry out the type of work tendered for, which must include:

Equipment:

The following equipment is the minimum requirement: 2 – 3 leg puller

- Standard Artisan's tool set
- ¼ Inch Drive Socket Set 4 – 12 mm
- ½ Inch Drive Socket Set 10 – 14 mm
- Parts Cleaning Facility
- Workbench with vice
- Spanners 6 – 32 mm
- Adjustable Spanners
- Circlip Pliers, internal and external
- Hydraulic Press 20 Ton
- Engineering Hammer
- Vice Grip
- Set Allen Keys 5 – 16 mm
- Torque Wrenches
- Set Phillips Screwdrivers
- Equipment to test Pressure Guages
- Grease Pump
- Lifting Equipment

Premises:

- Floor Space (200 m²)
- Demarcated Wash Bay with effective grease trap
- Evidence of good house keeping and appearance
- Evidence of compliance with the Occupational Health and Safety

Safety:

- Secure Workshop premises
- Fire Extinguisher
- First Aid Kit
- Painted Floors (optional)
- Workshop Safety Sign

5.34 Category 30: Speedo & Rev. Counter Repairs

The successful Contractors must have a clean workshop specially equipped to carry out repairs to speedometers, tachographs, hour meters and their associated drives. In addition, the successful Contractors must have a suitably equipped vehicle to enable them to undertake repairs away from their base. It is accepted that contractors may specialize in one particular franchise, e.g. Keinzle. This information must be disclosed on the form entitled 'General Details of Bidders'.

Appropriate Trades:

Skilled worker, with a minimum of 4 years experience gained with the Contractor.

Equipment:

The minimum requirement for participation in this contract is: A mechanically sound vehicle, equipped with the following:

- Open and ring spanners 6-27mm
- Set instrument screwdrivers
- Set engineer's screwdrivers, flat and Pozi
- Long nose pliers
- Side cutting pliers, 210 mm and 140mm
- Engineer's pliers
- Water pump pliers
- Vice grip
- Set Allen keys, 1.5-10mm
- Set Torx ® keys, T10-T40
- Crimping pliers - for AMP terminals
- Crimping pliers - for mini timer terminals
- Crimping tool for speedometer and tachograph flexible drives
- Hacksaw
- Vice
- Soldering iron
- Hand held electric drill
- Multi-meter-digital display, analogue readout
- W-K meter
- Hand held tachometer
- Assortment crimp-type automotive cable connectors
- Assortment flexible drive cable ends and connectors

Workshop

All tooling specified for the service vehicle must be duplicated in the Workshop, plus the following items:

- Calibration machine(s) for mechanical and electronic drives
- Tachograph card analyzer
- Variable DC power supply
- Pedestal drill
- Workbench with vice
- Bench grinder
- Soldering station

Premises:

- Evidence of good housekeeping and appearance

- Evidence of compliance with Occupational Health and Safety Act
- Hard standing (preferably under cover) not less than 6 m x 4 m
- Easy access for heavy goods vehicles requiring attention.

NB: All tachographs, which have been repaired, must be tested and issued with a certificate of accuracy.

5.35 Category 31: Spring Repairs

The successful Contractors will have a workshop specifically equipped for the repair and manufacture of automotive – type leaf springs and coil springs.

Appropriate Trade:

Skilled Worker with a minimum of 4 years' experience. It is preferable that the workshop supervisor is a qualified boilermaker or spring smith.

Equipment:

- Heat treatment furnace
- Oil quenching bath
- Hydraulic press for setting springs
- Hydraulic press for dismantling and reassembling leaf springs
- Hydraulic press for testing/compressing coil springs
- Spring coiling machine
- Spring eye forming machine
- Rockwell hardness testing machine
- Centre lathe
- Milling machine
- Threading machine
- Bench grinder
- Anvil
- Work benches for dismantling and assembling springs
- Storage racks for material

Premises:

- Evidence of good housekeeping and appearance
- Evidence of compliance with Occupational Health and Safety Act

Safety

- Fencing – security (optional)
- Fire Extinguishers
- First Aid Kit
- Painted floors (optional)
- Workshop Safety signs

5.36 Category 32: Statutory Inspection and Testing of Pressure Vessels

The successful contractors will be equipped to carry out the inspection and testing of pressure vessels in accordance with the requirements of the relevant regulations contained within the Occupational Health and Safety Act.

Accreditation:

Appropriate Trade:

Each Inspector must hold a valid certificate as a Competent Person (Pressure Vessels) issued by the South African Qualification and Certification Committee.

Equipment:

- Wall thickness gauge
- Calibrated pressure gauge
- Test pump, with pipe and assortment of commonly used connections.

5.37 Category 33: Statutory Inspection and Testing of Lifting Equipment

The successful contractor will be equipped to carry out the inspection and load testing of all types of lifting equipment in accordance with the requirements of the relevant regulations contained in the Occupational Health and Safety Act.

Accreditation:

Successful contractors must be L.M.E and L.M.I Accredited.

Appropriate Trade:

Each Inspector must be deemed to be a Competent Person in terms of the Occupational Health and Safety Act. Each Inspector must be eligible for registration by the Engineering Council of South Africa as a Lifting Machine Inspector to comply with the revised regulations which are expected to come into force during the period of this contract.

Equipment:

- Dead weights and/or load cells and/or other equipment used to apply a proof load
- Equipment to measure deflection of crane beams
- Equipment to measure elongation of slings

All test equipment must be regularly calibrated and a valid calibration certificate must be made available to the Employer prior to the commencement of each load test.

- Vernier Caliper
- Engraving pen (or number and letter stamps)

5.38 Category 34: Thread and Bolt Repairs

Appropriate Trades Skilled Worker

Equipment

A mechanically sound, roadworthy vehicle equipped with:

- Standard Artisan's tool set
- Pneumatic drilling machine
- Welding machine (140 amps)
- Generator
- Compressor
- Drill bits (3 to 30mm)
- Taps (3 to 30mm) - metric and imperial

- 5m air hose
- Helicoils (3 to 30mm) - metric and imperial
- Cutting fluid or spray

5.39 Category 35: Vehicle Air Conditioner Repairs

The successful Contractors must have a well-equipped air conditioner repair workshop, having the following facilities and equipment:

Appropriate Trades:

Candidate must be qualified in vehicle air conditioning & safe handling of refrigerants R134A (certificate must be Merseta accredited).

Equipment:

The following equipment is the minimum requirement:

- Standard Artisan's tool set
- U. V glasses
- U. V torch
- R134A charge & pressure gauge kit
- Air conditioning spanner tool kit
- Leak detection kit
-

5.40 Category 36: Road Worthiness Testing Centre

The successful contractors must be authorized by the South African National Standards to carry out testing of vehicles and to issue Certificates of Roadworthiness and Certificates of Fitness in terms of the National Road Traffic Act and SANS 047.

5.41 Category 37: Agents

Agents

- Registered/Approved agents for servicing different brands of vehicles e.g. Toyota etc.
- Have the accredited software for the specific brand of vehicle.
- Fully equipped workshop

Accreditation

Successful contractors must be approved by SANS.

Special Conditions

Application for all the different categories must provide a certified copy of all qualifications with regard to the tender.

The successful contractor's workshop will be inspected prior to being appointed.

EDUMBE LOCAL MUNICIPALITY

INFRASTRUCTURE SERVICES DEPARTMENT

CONTRACT NO. EDUMT09/2022/23

PANEL OF SERVICE PROVIDERS FOR PLANT, FLEET AND EQUIPMENT MAINTENANCE

FORMS TO BE COMPLETED BY THE BIDDER

FORM OF ACCEPTANCE

DEPARTMENT: _____

FORM OF BID: _____

To: **Municipal Manager
Private Bag X308
PAULPIETERSBURG
3180**

- 1.1 I/we hereby bid to supply and deliver the goods as and when ordered by the Head of Department at prices quoted and/or to render all of any of the services described in the attached documents to the EDUMBE LOCAL MUNICIPALITY on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of, and incorporated into, this bid) at prices and on the terms regarding time for delivery and/or execution inserted therein.
- 1.2 I/we agree that: the offer herein shall remain binding upon me/us and open for acceptance by the EDUMBE LOCAL MUNICIPALITY during the validity period of 120 days indicated and calculated from the closing time of bid;
1. 2.1 this bid and its acceptance shall be subject to the terms and conditions contained in the Preference Points Claim Form;
 2. 2.2 if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the Council may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the Council and I/we will then pay to the Council any additional expense incurred by the Council having either to accept any less favorable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favorable bid. The Council shall also have the right to recover such additional expenditure by set-off against monies which may be due to become due to me/us under this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Council may sustain by reasons of my/our default;
 3. 2.3 If my/our bid is accepted, the acceptance may be communicated to me/us by letter or order by ordinary post or registered post and that the SA Post Office Ltd shall be regarded as my/our agent, and delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;
 4. 2.4 I/we understand that the Council is not bound to accept the lowest or any bid and also reserves the right to divide the contract between one or more bids;
 5. 2.5 this bid, together with Council's written acceptance thereof, shall constitute a binding contract between us that this contract or part thereof shall not be ceded;
 6. 2.6 the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and

EDUMBE LOCAL MUNICIPALITY

BID NO.: EDUMT09/2022/23

PANEL OF SERVICE PROVIDERS FOR PLANT, FLEET AND EQUIPMENT MAINTENANCE

that I/we choose Domicilium citandi et executandi in the Republic at (full address of this place):

- 1.3 I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
- 1.4 I/we hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me/us under the agreement as the Principal(s) liable for the due fulfillment of this contract.
- 1.5 I/we agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence of judgment which may be pronounced against me/us as a result of such action.

1. Are you duly authorised to sign the bid?

*

2. Has the Declaration of Interest been duly completed and included with the other bid forms?

*

*Delete whichever is not applicable

SIGNATURE: _____

DATE: _____

CAPACITY AND PARTICULARS OF THE AUTHORITY UNDER WHICH THIS BID IS SIGNED:

NAME OF BIDDER: _____

POSTAL ADDRESS: _____

TELEPHONE NUMBERS: _____

FACSIMILE NUMBERS: _____

BID NUMBER: _____

NAME OF CONTACT PERSON: _____

Refer to the under-mentioned important Conditions:

IMPORTANT CONDITIONS

1. Failure on the part of the bidder to sign this bid form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaire and specifications in all respects, may invalidate the bid.
2. Bids should be submitted on the official forms and should not be qualified by the bidders own conditions of bid. Failure to comply with these requirements or to renounce specifically the bidders own conditions of bid, when called upon to do so, may invalidate the bid.
3. If any of the conditions of this bid form are in conflict with any special conditions, stipulations or provisions incorporated in the bid, such special conditions, stipulations or provisions shall apply.

**EDUMBE LOCAL MUNICIPALITY
DEPARTMENT INFRASTRUCTURE AND PLANNING**

**CONTRACT NO. EDUMT09/2022/23: APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR
MECHANICAL, AUTO-ELECTRICAL TYRE REPAIRS AND MAINTENANCE OF MUNICIPAL
PLANT, FLEET AND EQUIPMENT FOR A PERIOD OF THREE (3) YEARS**

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

MBD 3.3
PRICING SCHEDULE FOR EACH CATEGORY ABOVE
(Professional Services)

Name of Bidder: _____	Bid Number: _____
Closing Time: _____	Closing Date: _____

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

ITEM NO.	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)

1. The accompanying information must be used for the formulation of proposals
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of VAT for the project.

R_____

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
_____	R_____	_____
_____	R_____	_____
_____	R_____	_____
_____	R_____	_____
_____	R_____	_____

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

_____	R_____	_____ days
_____	R_____	_____ days
_____	R_____	_____ days

R_____ days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc. Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
_____	_____	_____	R_____
_____	_____	_____	R_____
_____	_____	_____	R_____
_____	_____	_____	R_____
TOTAL:		R_____	

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
_____	_____	_____	R_____
_____	_____	_____	R_____
_____	_____	_____	R_____
_____	_____	_____	R_____
TOTAL:		R_____	

6. Period required for commencement with project after acceptance of bid

7. Estimated man-days for completion of project

8. Are the rates quoted firm for the full period of contract?

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state*.
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 and/or take an oath declaring his/her interest.

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

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

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

3.6.1 If so, furnish particulars.

.....

.....

*

* MSCM Regulations: "in the service of the state" means to be –
3.15 a member of –

1. any municipal council;
2. any provincial legislature; or
3. the national Assembly or the national Council of provinces;

3.16 a member of the board of directors of any municipal entity;

3.17 an official of any municipality or municipal entity;

3.18 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);

3.19 a member of the accounting authority of any national or provincial public entity; or

3.20 an employee of Parliament or a provincial legislature.

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

3.7.1 If so, furnish particulars.

.....
.....

3.8 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**

3.15 If so, furnish particulars.

.....
.....

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

4.1.1 If so, furnish particulars

.....
.....

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

5.1 If so, furnish particulars.

.....
.....

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

6.1 If so, 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

EDUMBE LOCAL MUNICIPALITY

CONTRACT NO. EDUMT09/2022/23

**PANEL OF SERVICE PROVIDERS FOR PLANT, FLEET AND
EQUIPMENT MAINTENANCE**

PROCUREMENT DOCUMENTS

PREFERENCE POINTS CLAIM FORM

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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

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

1. GENERAL CONDITIONS

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

the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2. The value of this bid is estimated not to exceed R1 000 000 (all applicable taxes included) and therefore the **80/20** system shall be applicable.

1.3. Preference points for this bid shall be awarded for:

- (i) Price; and
- (ii) B-BBEE Status Level of Contribution.

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

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

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

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

2. DEFINITIONS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2. **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

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

4. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

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

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

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

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

5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

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

6. BID DECLARATION

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

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

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

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

8 SUB-CONTRACTING

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

- 8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?%
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?

(iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm

9.2 VAT registration number :

9.3 Company registration number
:

9.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

(i) The information furnished is true and correct;

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

(iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

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

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

EDUMBE LOCAL MUNICIPALITY

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(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

9.9. restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and forward the matter for criminal prosecution

WITNESSES:

1.

.....
SIGNATURE(S) OF BIDDER(S)

1.

DATE:.....

ADDRESS:.....

.....

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

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 in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

- 1.1 Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.
- 1.2 Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3 Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4 Where necessary, for bids referred to in paragraphs 1.2 and 1.3 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 B-BBEE.
- 1.5 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.
- 1.6 The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left[\frac{x}{y} \right] \times 100$$

Where

- x imported content
y bid price 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 the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

2. A bid will be disqualified if:

2.1 the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and.

2.2 this declaration certificate is not submitted as part of the bid documentation.

3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content? YES / NO

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.
Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID No.
ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):
.....

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of (name of bidder entity), the
following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.

(c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

Bid price, excluding VAT (y)	R
Imported content (x)	R
Stipulated minimum threshold for Local content (paragraph 3 above)	
Local content % as calculated in terms of SATS 1286	

If the bid is for more than one product, a schedule of the local content by product shall be attached.

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

CONTRACT FORM - RENDERING OF SERVICES

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

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

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

.....

.....

DATE:.....

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

I..... in my capacity as.....
 accept your bid under reference numberdated.....for the rendering of services indicated
 hereunder and/or further specified in the annexure(s).

An official order indicating service delivery instructions is forthcoming.

I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within
 30 (thirty) days after receipt of an invoice.

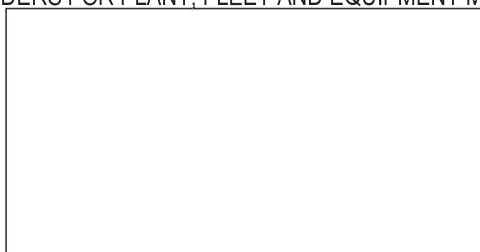
DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE



WITNESSES

.....

.....

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:
 3. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 4. been convicted for fraud or corruption during the past five years;
 5. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 6. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <p><input type="checkbox"/></p>	<p>No</p> <p><input type="checkbox"/></p>

4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....

.....

Signature

Date

.....
Position

.....
Name of Bidder

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *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.
- 3.1 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.
- 3.2 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to

determine the terms of, and to sign, the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

- (a) has been requested to submit a bid in response to this bid invitation;
- (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

PARTICULARS OF BIDDER

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

Name of Bidder:_____

Postal Address_____

Street Address_____

Telephone Number Code_____ Number_____

Cellphone Number_____

Facsimile Number Code_____ Number_____

Contact Person_____

Company / Enterprise Income Tax

Reference Number:_____

NO / YES

Has an original Tax Clearance Certificate been attached (MBD2)

Vat Registration Number _____

Company Registration No _____

Is the Firm registered or does it have a Business Licence(s): (Tick one box)

YES

NO

If YES, give details and quote relevant Reference numbers and dates

Are you the accredited Representative in South Africa for the
Goods / services offered by you?

YES/NO (If YES enclose proof)

AN ORIGINAL TAX CLEARANCE CERTIFICATE MUST BE ATTACHED TO YOUR BID.

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm, affirms that the information furnished is true and correct.

Signature: _____

Date: _____

Duly authorised to sign on behalf of: _____

Address: _____

Telephone Number: _____

EDUMBE LOCAL MUNICIPALITY

BID NO.: EDUMT09/2022/23

PANEL OF SERVICE PROVIDERS FOR PLANT, FLEET AND EQUIPMENT MAINTENANCE

ENQUIRY CONTACT DETAILS

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

MUNICIPALITY: EDUMBE LOCAL MUNICIPALITY
DEPARTMENT: DEPARTMENT FINANCE (SCM SECTION)
CONTACT PERSON: MR BW BUTHELEZI
TEL: 034 995 1650
EMAIL: buthelzibw@edumbe.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

CONTACT PERSON: MR MB BUTHELEZI
TEL: 034 995 1873
EMAIL: buthelzim@edumbe.gov.za

EDUMBE LOCAL MUNICIPALITY

INFRASTRUCTURE SERVICES DEPARTMENT

CONTRACT NO. EDUMT09/2022/23

PANEL OF SERVICE PROVIDERS FOR PLANT, FLEET AND EQUIPMENT MAINTENANCE

PRE – QUALIFICATION

CONTRACT NO. EDUMT09/2022/23

PANEL OF SERVICE PROVIDERS FOR PLANT, FLEET AND EQUIPMENT MAINTENANCE

PRE-QUALIFICATION

All bids received will be subject to a pre-qualification assessment before being evaluated.

Should bids not comply with these requirements, they will **NOT** be eligible for evaluation of the bid submission.

The following criteria will be applicable in respect of pre-qualification:

- a) A bidder must score a minimum of 70 points in respect of pre-qualification to be considered for evaluation.
- b) The EDUMBE LOCAL MUNICIPALITY is not bound to select any of the proposals received.
- c) All bids submitted will be assessed in terms of the criteria submitted in the tables below.

PRE-QUALIFICATION SCORE CARD:

No	Description Items	Maximum Potential Score	Points Claimed	Bid Evaluation Committee Scores
1	Have successfully completed work for three or more municipalities/state departments (10 points per municipality/state departments)	30		
2	Must be accredited with the relevant body for the category applied. Proof to be attached	20		
3	Number of qualified artisans (proof required) 5 Points per artisan Maximum point of 20	20		
4	The service provider has a workshop where defective plant, fleet and equipment can be taken in for repairs where repairs cannot be done on site. Proof of workshop and utility bill = 20 No proof = 0	20		
5	The business is location: <ul style="list-style-type: none">• Edumbe Municipality = 10	10		

EDUMBE LOCAL MUNICIPALITY

BID NO.: EDUMT09/2022/23

PANEL OF SERVICE PROVIDERS FOR PLANT, FLEET AND EQUIPMENT MAINTENANCE

	<ul style="list-style-type: none">• Zululand District Municipality = 8• KwaZulu Natal = 5• South Africa = 3• Outside South Africa = 0			
	TOTAL SCORED	100	/100	

NOTE: BIDDERS ARE REQUIRED TO PROVIDE PROOF FOR EACH OF THE ABOVE. FAILURE TO DO SO WILL RENDER THE BID INVALID.

NB: PROVIDE PROOF FOR ALL OF THE ABOVE, INCLUDING CONTACT DETAILS, NAMES OF MUNICIPALITIES CONTACT DETAILS WHERE REFERENCE CHECKS CAN BE UNDERTAKEN AND INFORMATION OBTAINED, IF QUALIFICATIONS WERE OBTAINED REGARDING THE ABOVE WORK

EDUMBE LOCAL MUNICIPALITY

INFRASTRUCTURE SERVICES DEPARTMENT

CONTRACT NO. EDUMT09/2022/23

PANEL OF SERVICE PROVIDERS FOR PLANT, FLEET AND EQUIPMENT MAINTENANCE

PRICING SCHEDULE

PRICING SCHEDULE

CONTRACT NO. EDUMT09/2022/23

PANEL OF SERVICE PROVIDERS FOR PLANT, FLEET AND EQUIPMENT MAINTENANCE

REMUNERATION AND PAYMENT

1. GENERAL

Remuneration and Payment for all the repair categories will be as follows:

- i) Competitive fixed labour rates
- ii) Competitive transport tariffs

2. PRESCRIBED RATES

2.1 Introduction

In general, however, the Employer reserves the right to obtain comparative quotes for all categories, from other firms on Contract.

2.2 Percentage Mark Up

- a) Apart from Category 14 (Brake and Clutch Repairs), Category 16 (Radiators, Oil Coolers & Fuel Tanks), Category 19 (Automotive Glass Replacement) and Category 25 (Fitment Centres), the percentage mark up on the net price (excluding VAT) of spare parts supplied by a Contractor is 15% per order. The maximum value of the mark up is not to exceed six thousand rand (R6 000.00). The suppliers invoice for spares must be provided to the municipality.

For brakes and clutches, radiator repair work and automotive glass replacement, the price quoted from the standard price list utilised by the Contractor includes the mark-up.

For exhausts, shock absorbers and tow-bars (supplied and fitted by Category 25 Fitment Centres), the Contractor will utilise the standard recommended retail sale price list on the relevant item. The Contractor will be required to apply a discount of 40% (50% on shock absorbers) per item supplied. The cost of supply will include the labour cost to fit the item. No other charges will be accepted for these items.

2.4 Standard Price Lists

Approved Contractors in Categories 13, 15, 19 and 25, where payment is based on a standard price list, will be required to submit their current standard price list to the Employer at the commencement of the Contract. Any revisions or amendments to the standard price list must be advised to the Employer. No price increases will be allowed without the prior written approval of the Employer.

SCHEDULE OF RATES

Contractors must use the table below to indicate the category or categories they wish their bids to be considered for by completing in the relevant price offer (s)

I / we the undersigned offer to render the services at the prices stated.

Repair Category	Description			Fixed Labour Rate per Hour (Inc. VAT)		
				1 st Year	2 nd Year	3 rd Year
1	Major Repairs (trucks, bakkies, etc.)					
2	General Repairs (Construction plant)					
3	General Repairs (Mobile)					
4	Replacing GET					
5	On site Welding (mobile)					
6	Welding & Fabrication					
7	General Machining					
8	Auto AUTO-ELECTRICAL Repairs					
9	Fuel Injection Repairs					
10	Turbochargers					
11	Automotive Eng. & Engine Assembly					
12	Gearbox & Diff. (incl. wet brakes)					
13	Prop shaft & Driveline Repairs					
14	Brake & Clutch Friction Components					
15	Air Brake & Component / mobile					
16	Radiator, Oil Cooler & fuel tanks					
17	Derusting & Respray					
18	Accident Repairs					
19	Automotive Glass Replacement					
20	Upholstery & Automotive body trim.					
21	Hydraulic Hose Repairs					
22	Hydraulic Component Repairs					
23	Minor Plant / Machinery Repairs					
24	Crawler Undercarriage Repairs					
25	Fitment Centres					
Repair Category	Description			Fixed Labour Rate per Hour (Inc. VAT)		
				1 st Year	2 nd Year	3 rd Year
26	Bin Lining					
27	Tyre Removal, Refitting & Tyre					
28	Mobile Tyre Removal, Refitting & Tyre casing					
29	Fire Engine Centrifugal Pumps: Service & Repairs					
30	Speedo & Rev. Counter Repairs					
31	Spring Repairs					
32	Statutory Insp. & Testing of Vessels	Testing				
		Repairing				
	Statutory	Testing				

EDUMBE LOCAL MUNICIPALITY

BID NO.: EDUMT09/2022/23

PANEL OF SERVICE PROVIDERS FOR PLANT, FLEET AND EQUIPMENT MAINTENANCE

33	Insp. & Testing of Lift Equip.	Repairing				
34	Thread & Bolt Repairs					
35	Vehicle Air Conditioner Repairs					
36	Roadworthiness Testing Centre					
			Cars / LDV			
			HLV			
			Trailer >3500kg			
			Minibus 16<3500kg			
37	Agents					

TOTAL FIXED LABOUR RATE

YEAR 1 : R

YEAR 2 : R

YEAR 3 : R

CONTRACT TOTAL: R

EDUMBE LOCAL MUNICIPALITY

INFRASTRUCTURE SERVICES DEPARTMENT

CONTRACT NO. EDUMT09/2022/23

PANEL OF SERVICE PROVIDERS FOR PLANT, FLEET AND EQUIPMENT MAINTENANCE

CHECK LIST

INITIAL.....

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COMPANY NAME.....

CHECK LIST

NO	DESCRIPTION	TICKED BY BIDDER	TICKED BY MUNICIPAL REPRESENTATIVE
1	Initial/ Sign of all pages		
2	Closing/ Bid Submission on 23 OCTOBER 2020 at 12H00		
3	Form of bid completed		
4	Original Tax Clearance Certificate attached		
5	Pricing Schedule completed – MBD 3.1		
6	Preferential Points Claimed – MBD 6.1		
7	Preferential % Calculated and claimed		
8	Preference Points Claim Form in Terms of the Preferential Procurement Regulations – MBD 6.9		
9	All witnesses signed where it's required		
10	Declaration with regard to Particulars completed		
11	Declaration with regard to equity completed		
12	Enquiry contact details completed		
13	Particulars of Bidders Completed		
14	Bid Declaration of interest Completed – MBD 4		
15	Declaration with regard to equity completed – MBD 6.1		
16	Pre – Qualification Score Card		
17	Pricing Schedule		

INITIAL.....

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COMPANY NAME.....