



NALA LOCAL MUNICIPALITY

NLM/TS/012/2023-24: “PANEL OF SERVICE PROVIDERS FOR REPAIRS, MAINTENANCE OF MUNICIPAL VEHICLES AND MACHINERY FOR A PERIOD OF 36 MONTHS, AS AND WHEN REQUIRED”.

Name of the Bidder.....

Amount (vat inclusive).....

Address.....

.....

.....

**Contact
Number.....**

**E-mail
Address.....**

Closing date: 26 April 2024, 12h00

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Nala Local Municipality

1. ADVERT CALLING FOR SUBMISSION OF BIDS

TENDER NUMBER - NLM/TS/012/2023-24: “PANEL OF SERVICE PROVIDERS FOR REPAIRS, MAINTENANCE OF MUNICIPAL VEHICLES AND MACHINERY FOR A PERIOD OF 36 MONTHS, AS AND WHEN REQUIRED”.

Nala Local Municipality hereby invites suitably qualified Panel of Service Providers for repairs, maintenance of vehicles and machinery for a Period of 36 Months.

Bids marked for the attention of the Municipal Manager must be submitted in a sealed envelope marked **NLM/TS/012/2023-24: “PANEL OF SERVICE PROVIDERS FOR REPAIRS, MAINTENANCE OF MUNICIPAL VEHICLES AND MACHINERY FOR A PERIOD OF 36 MONTHS, AS AND WHEN REQUIRED”** must be deposited in the tender box located at Nala Local Municipality no later than 26 April 2024 , 12H00 at the following physical address:

Nala Local Municipality Offices; No. 8 Preller Street; Bothaville 9660.

Tender document is uploaded on E-tender for download and free printing, but if service providers need hard copies from municipality a R1000 non-refundable fee will be charged.

The tenders will be evaluated and adjudicated in line with the approved Supply Chain Management Policy of Nala Local Municipality using 80/20 or 90/10 preference point system in accordance with the Preferential Procurement Policy Framework Act of 2000.

The tenders will also be adjudicated and evaluated using:

1. PPR 2022 and Nala Local Municipality Preferential Procurement Policy.
2. Functionality
3. PPP Calculations = 80/90
4. Specified Goals = 20/10

Tenders which are late or submitted by facsimile or electronically will not be accepted. Prices quoted must be valid for 90 days from closing date of this tender. The municipality does not bind itself to accept the lowest or any tender and reserves the right to accept any tender either wholly or a part thereof or to disclose reasons for their decision.

Enquiries can be directed to SCM Unit at (056) 514 9200 during office hours.

SJ Lehloenya
Municipal Manager

2. AUTHORITY TO SIGN A BID

1. COMPANIES AND CLOSE CORPORATIONS

1.1. If a Bidder is a COMPANY, a certified copy of the resolution by the board of directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is, before the closing time and date of the bid.

1.2. In the case of a CLOSE CORPORATION (CC) submitting a bid, a resolution by its members, authorizing a member or other official of the corporation to sign the documents on their behalf, shall be included with the bid.

PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY / MEMBERS OF THE CC

Date Resolution was taken		
Resolution signed by (name and surname)		
Capacity		
Name and surname of delegated Authorised Signatory		
Capacity		
Specimen Signature		

FULL NAME AND SURNAME OF ALL DIRECTOR(S) / MEMBER (S)		
FULL NAMES	ID NUMBER	
Is a CERTIFIED COPY of the resolution attached?	Yes	No
SIGNED ON BEHALF OF COMPANY / CC		
PRINT NAME		
DATE		

2. SOLE PROPRIETOR (SINGLE OWNER BUSINESS)

I, _____, the undersigned, hereby confirm that I am the sole owner of the business trading as

PRINT NAME	
SIGNATURE	
DATE	

3. PARTNERSHIP

We, the undersigned partners in the business trading as _____ hereby authorize Mr/Ms

_____ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

FULL NAME OF PARTNER	SIGNATURE
-----------------------------	------------------

SIGNED ON BEHALF OF PARTNERSHIP	
PRINT NAME	
DATE	

3. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

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 supplies 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.
- 1.13. 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.
- 1.14. "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.
- 1.15. "GCC" mean the General Conditions of Contract.
- 1.16. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.17. “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 supplies covered by the bid will be manufactured.

1.18. “Specific Goals” means means specific goals as contemplated in section 2(1) (d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;

1.19. “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.20. “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.21. “Project site” where applicable, means the place indicated in bidding documents.

1.22. “Purchaser” means the organization purchasing the goods.

1.23. “Republic” means the Republic of South Africa.

1.24. “SCC” means the Special Conditions of Contract.

- 1.25. "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.
- 1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.27. "Tort" means in breach of contract.
- 1.28. "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.29. "Written" or "in writing" means handwritten 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, 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 supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

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

7. Performance security

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

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

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

7.3.1. 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

7.3.2. a cashier's or certified cheque

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

8. Inspections, tests and analyses

8.1. All pre-bidding testing will be for the account of the bidder.

8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an 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.** Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand,

without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size 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, and in any subsequent instructions ordered by the purchaser.

10. Delivery

10.1. Delivery of the goods shall be made by the supplier in accordance with the documents and terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified.

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

13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:

13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;

13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;

13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

13.1.4. 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

13.1.5. 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 service

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:

14.1.1. 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;

14.1.2. in the event of termination of production of the spare parts:

14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

14.1.2.2. 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 in SCC.

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 in SCC 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 by the purchaser **no later than thirty (30)** days after submission of an **invoice, statement** 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 or any

additional requirement of hardware, software or any additional items or increased hours of works.

18. Variation orders

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

19. Assignment

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

20. Subcontracts

20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this 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 supplies 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 without the application of penalties.

21.5. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies 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:

23.1.1. 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;

23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or

23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchase actively associated.

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

23.6.1. the name and address of the supplier and / or person restricted by the purchaser;

23.6.2. the date of commencement of the restriction

23.6.3. the period of restriction; and

23.6.4. the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

24.1. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies 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,

27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

27.4.2. the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of liability

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

28.1.1. 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

28.1.2. 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

4. GENERAL CONDITIONS OF TENDER

1. Sealed tenders, with the “**Tender Number and Title**” clearly endorsed on the envelope, must be deposited in the **tender box indicated** at the offices of Nala Local Municipality, at Bothaville. Refer to the tender advert for full details.
2. The tender must be lodged by the Tenderer in the tender box as indicated in the tender advertisement.
3. Tenders that are deposited in the incorrect box will not be considered.
4. Mailed, telegraphic or faxed tenders will not be accepted.
5. Documents may only be completed in black ink.
6. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
7. Alterations or deletions not signed by the Tenderer may render the tender invalid.

8. All bids must be submitted in writing on the official forms supplied (not to be re-typed).
9. All prices shall be quoted in South African currency and be **INCLUSIVE of VAT.**
10. Any Tender received after the closing date and time of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request and for his/ her cost.
11. Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.
12. A separate Tender box is provided for the reception of Tenders and no Tender will be considered which, subsequent to the closing hour for Tenders, may be found in another box.
13. Tenders shall be opened in public at the Nala Municipal Offices as soon as possible after the closing time for the receipt of tenders (if there are tenderers that are available during the closing time and date).
14. The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges.
15. This bid will be evaluated and adjudicated according to the following criteria:
 - a. Relevant specifications
 - b. Value for money
 - c. Capability to execute the contract
 - d. PPPFA & associated regulations

16. Tax invoices are to comply with the requirements as contained in the Value Added Tax Act, Act 89 of 1991. The content of the invoice must contain sufficient information for audit purposes.
17. It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.
18. The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3,000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005.
19. The VAT registration number of the Municipality is 4000846602.
20. All money owed by the municipality must be paid within 30 calendar days of receiving the relevant invoice or statement, unless prescribed otherwise for certain categories of expenditure.
21. Prices schedule of specifications in this tender document does not necessarily limit the goods/ service/works, but just and indication of needs of the Municipality and to allow the Municipality to compare apples with apples at a time of Evaluation/Adjudication of tenders.
22. Please note that the service provider will be required to provide the Municipality with the brand they will be offering for the purpose of calculating value for Money.

5. OCCUPATIONAL HEALTH AND SAFETY

SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993)

WRITTEN AGREEMENT

THIS IS IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993)

BETWEEN:

NALA LOCAL MUNICIPALITY

AND

(Mandatory: Name of the bidder)

INTRODUCTION

The Occupational Health and Safety Act, 1993 (Act 85 of 1993) stipulates that the Chief Executive Officer is primarily responsible or liable for the health and safety of all his/her employees. This is embedded in Section 16(1) of the said Act. This responsibility or liability is also extended to include a mandatory that performs work on behalf of the employer on his/her premises.

A “mandatory” is defined in the said Act as: - *“Including an agent, contractor or subcontractor for work, but without derogating from his status in his own right as an employer or user”*

In terms of Section 37(2), read with Section 41, of the said Act, it is legally possible for an employer to indemnify himself from this responsibility or liability regarding the actions of the mandatary. Section 37(2) stipulates that there should be a written agreement in place between the employer and the mandatary regarding the arrangements and procedures between them to ensure compliance by the mandatary with the provisions of the Occupational Health and Safety Act, 1993.

By ensuring that there is a written agreement in place, the Management of Nala Local Municipality is acting in a responsible manner, so as to ensure that this requirement is indeed being met.

In order to ensure that this written agreement is honoured at all times, regular inspections of work that is performed will be conducted and if found not complying with the said agreement, a notice of noncompliance will be issued. All work will be stopped and reasons for non-compliance must be given and what corrective action will be taken to rectify the situation must be stipulated.

SIGNED – MANAGEMENT:	
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WRITTEN AGREEMENT

This is a written agreement between

Nala local municipality

And

(Name of the MANDATARY)

In terms Section 37(2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended.

I, _____ representing the MANDATARY do hereby acknowledge that (*mandatary*) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and agree to ensure that all work that will be performed, any article or substance that will be produced, processed, used, handled, stored or transported and plant and machinery that will be used, will be done in accordance with the provisions of the said Act.

I furthermore agree to comply with the Health and Safety requirements and to liaise with the Municipality should I, for whatever reason, be unable to perform in terms of this Agreement.

SIGNED ON BEHALF OF MANDATORY	
PLACE	
PRINT NAME	
CAPACITY	
SIGNATURE	
DATE	
SIGNED ON BEHALF OF THE MUNICIPALITY	
PLACE	
PRINT NAME	
CAPACITY	

SIGNATURE	
DATE	

**COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT,
1993 (ACT 130 OF 1993)**

_____ <i>(Municipality)</i>	
<p>has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor.</p> <p>In order to enter into this agreement, the following information is needed regarding the abovementioned:</p>	
CONTRACTOR'S REGISTRATION NUMBER WITH THE OFFICE OF THE COMPENSATION COMMISSIONER	
PROOF THAT ASSESSMENT HAS BEEN PAID	A copy of the latest receipt together with a copy of the relevant assessment OR a copy of a valid Letter of Good Standing must be handed in, in this regard.
SIGNATURE OF CONTRACTOR	
DATE	

6. FORM OF INDEMNITY

INDEMNITY

Given by (Name of Company) _____

of (registered address of Company) _____

a company incorporated with limited liability according to the Company Laws of the Republic of South Africa (hereinafter called the Contractor), represented herein by (Name of Representative) _____

in his capacity as (Designation) _____

of the Contractor, is duly authorised hereto by a resolution dated _____ to sign on behalf of the Contractor.

WHEREAS the Contractor has entered into a Contract dated _____ with the Municipality who require this indemnity from the Contractor.

NOW THEREFORE THIS DEED WITNESSES that the Contractor does hereby indemnify and hold harmless the Municipality in respect of all loss or damage that may be incurred or sustained by the Municipality by reason of or in any way arising out of or caused by operations that may be carried out by the Contractor in connection with the aforementioned contract; and also in respect of all claims that may be made against the Municipality in consequence of such operations, by

reason of or in any way arising out of any accidents or damage to life or property or any other cause whatsoever; and also in respect of all legal or other expenses that may be incurred by the Municipality in examining, resisting or settling any such claims; for the due performance of which the Contractor binds itself according to law.

SIGNATURE OF CONTRACTOR	
SIGNED AT (PLACE)	
NAME OF THE CONTRACTOR	
DATE	

7. SPECIFICATIONS AND PRICING SCHEDULE

1. Background

1.1. The Nala Local Municipality requires the following: Specification attached on the Price/ specification list.

- Repairs, Maintenance of vehicles and Machinery

1.2. The successful Service Providers will be allowed to deliver goods/ service/ works as and when required by the Municipality, after receiving an official Purchase Order.

2. Site Location

2.1. All required goods must be delivered either Bothaville or Wesselsbron stores, Bothaville Head Office or other remote sites of the Nala Local Municipality or as negotiated by both Nala Local Municipality and the service provider.

3. Requirements

- 3.1. The tenderer must be able to supply required goods/service/works at a short notice should the need arise (within 36 hours after an official order is issued). If the tenderer for any reason cannot supply the requested goods/service/works within the required timeframe, the Nala Municipality will have the right, without prejudicing any of Council's rights, to buy from another supplier until the approved supplier will be able to supply (refer to paragraph 21 of the General Conditions of Contract).
- 3.2. In addition to the conditions herein, the municipality will enter into a Service Level Agreement with the successful tender.

4. Pricing

- 4.1. The tenderer will be allowed to amend the price only in accordance with the increases in prices of goods/ services/works from the proof that such has increased for the manufacturer.

5. Occupational Health and Safety / COIDA

- 5.1. The successful tenderer must comply with the provisions of the Occupational Health and Safety Act.

6. Validity Period

- 7.1. The tender must be valid for a period of 90 days from closing date of the tender.

7.2. Should the 90 days lapse prior to the tender being finalised (evaluation and adjudication processes), shortlisted bidders may be requested to extend their validity period.

SIGNATURE	
NAME (PRINT)	
CAPACITY	
NAME OF FIRM	
DATE	

8. FORM OF OFFER AND ACCEPTANCE

1. OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **TENDER NUMBER – NLM/TS/012/2023-24: “PANEL OF SERVICE PROVIDERS FOR REPAIRS, MAINTENANCE OF MUNICIPAL VEHICLES AND MACHINERY FOR A PERIOD OF 36 MONTHS, AS AND WHEN REQUIRED”**.

- 1.1. The tenderer, identified in the offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this offer.

SPECIFICATIONS AND PRICING SCHEDULE

A. GENERAL

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

B. PERSONNEL

The Contractor will provide Artisans, or otherwise Skilled Workers. 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.

C. TRANSPORT

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

D. MATERIALS

The parts required to perform the repairs will generally be provided by the Contractor, the Municipality 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 Municipality if a “non-genuine “or “second hand” spare part is utilized 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 Municipality immediately on completion

of the repair. The only exception is any item that has been supplied on a parts exchange basis.

E. TOOLS AND EQUIPMENT

E-Mail

The successful Contractors in all categories will be required to have access to an email account. Official Orders for the repair of plant and vehicles will be e-mailed to the respective Contractors where it is considered expedient.

Membership of Trade Associations

It is a requirement of certain Repair Categories that the Contractor is a member of the Retail Motor Industry Organization (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 are as follows:

- ACRA - Automotive Component Remanufacturers' Association**
- ERA Engine Remanufacturers 'Association**
- MIWA - Motor Industry Workshop Association**
- SADFIAN - South African Diesel Fuel Injection Association**
- SAMBRA - South African Motor and Body Repairers 'Association**

VEHICLES LIST

Make	Reg. Number	Vin Number
CHEV. UTILITY	NALA 37 FS	ADMJF4MR2F4704336
HINO SUPER F	NALA 7 FS	AHHFGIJPXXX23891
HINO SUPER F	NALA 6 FS	AHHFGIJPXXX23890
HINO 300	NALA 3 FS	AHHNCLOH201001484
HINO 300	NALA 5 FS	AHHNCLOHXO1001720
HINO PROFIA	HKB 314 FS	AHHFS1ELPXXX12249
MITSUBISHI CANTER	NALA 32 FS	AFAPKNG68PR205702

NEW HOLLAND TRACTOR	NALA 25 FS	NHTT5512002167602
NEW HOLLAND TRACTOR	NALA 29 FS	NHTT5512002167618
NEW HOLLAND TRACTOR	NALA 31 FS	NHTT5512002167660
MF 290 TRACTOR	NALA 35 FS	ABYMF290XD12WD027
NISSAN HARBORY	NALA 23 FS	ADNJ070000E000489
NISSAN NP 200	HKB 317 FS	ADNUSNIL5U0031062
TOYOTA COROLLA	NALA 4 FS	AHTLB52E103089866
TOYOTA COROLLA	NHUALA 17 FS	AHTLB52E503089871
TOYOTA COROLLA	NALA 18 FS	AHTLB52E803089871
TOYOTA COROLLA	NALA 19 FS	AHTLB52E103088619
TOYOTA HILUX	NALA 10 FS	AHTCS12G807626297
TOYOTA HILUX	NALA 16 FS	AHTCS12G607625714
TOYOTA HILUX	NALA 14 FS	AHTCS12G607626279
TOYOTA HILUX	NALA 15 FS	AHTCS12G007626049
TOYOTA HILUX	NALA 13 FS	AHTCS12G507626175
TOYOTA HILUX	NALA 9 FS	AHTCS12G507626077
TOYOTA HILUX	NALA 11 FS	AHTCS12G107626108
TOYOTA HILUX	NALA 12 FS	AHTCS12G207626229

REPAIRS TO BE PROVIDED

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

- **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).

- **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.

- **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).

- **General Machining**

Manufacture and re-building of Pins, Bushes, Shafts, etc.

Note: The work in these categories will be allocated within the parameters of the Contractor's Equipment and experience.

- **Auto Electrical repairs**

Repairs to all 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 battery supplied must carry the SABS mark.

- **Fuel Injection Repairs**

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

- **Turbochargers**

Repairs to turbochargers / overhauling of turbochargers.

- **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 Municipality 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.

- **Gearbox, Transmission and Differential Repairs**

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

- **Drive Line Repairs**

Repair and rebalance propeller shafts. Rebuild constant velocity joints.

- **Brake and Clutch friction 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 for the contractor's Equipment and experience.

- **Air Brake System and Component Repairs**

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

- **Radiator, Oil Cooler Repairs & Fuel Tanks**

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

- **De-rusting and Respray**

Carry out de-rusting and respray to plant and vehicles.

- **Automotive Glass**

Replacement of windscreens and other safety glass.

- **Hydraulic Hose and Pipe Repair**

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

- **Specialized Hydraulic component 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.

- **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).

-

CAUSE OF FAILURE

Before commencing with a repair, the Contractor shall, where possible, make every endeavor 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 Municipality who will decide on what course of action to take.

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

MAINTENANCE OF RECORDS

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.

PRICING SCHEDULE

SPECIFICATIONS FOR REPAIRS AND SERVICE OF LIGHT MOTOR VEHICLES

Below list provide parts/spares that will be frequently used. This list is not exhaustive, and any other parts/spares not listed will be quoted as and when required. **All prices should include VAT.**

ITEM NO.	ITEM DESCRIPTION AND REQUIRED NEEDS					
	PARTS THAT WILL BE USED					
	SUPPLY AND FIT OF SPARES	Quantity	1 st YEAR UNIT PRICE	2 ND YEAR UNIT PRICE	3 RD YEAR UNIT PRICE	
	• Labour per hour	01	R	R	R	
	• Call out fees during working hours	01	R	R	R	
	• Call out fees after working hours	01	R	R	R	
	• Fuel filter	01	R	R	R	
	• Air filter	01	R	R	R	
	• Oil filter	01	R	R	R	
	• Rear linings and spring kit	01	R	R	R	
	• Fan belt	01	R	R	R	
	• Brake pads	01	R	R	R	
	• Brake pads	01	R	R	R	
	• Spark Plug	01	R	R	R	
	• Front wheel Bearings	01	R	R	R	
	• Rear Wheel bearings	01	R	R	R	
	• Head set	01	R	R	R	
	• Clutch kit	01	R	R	R	

	• Ball Joints	01	R	R	R
	• Front shocks	01	R	R	R
	• Rear shocks	01	R	R	R
	• Cam belt	01	R	R	R
	• Rear brakes cylinder	01	R	R	R
	• Outer door handle	01	R	R	R
	• Clutch slave cylinder	01	R	R	R
	• Clutch master cylinder	01	R	R	R
	• 12 V bulbs double contact	01	R	R	R
	• 12 V bulbs single contact	01	R	R	R
	• Fuse 10 AMP	01	R	R	R
	• Fuse 10 AMP	01	R	R	R
	• Fuse 10 AMP	01	R	R	R
	• Front brake disc	01	R	R	R
	• Rear brake drum	01	R	R	R
	• Stater	01	R	R	R
	• Alternator	01	R	R	R
	• Storage	01	R	R	R

SPECIFICATIONS FOR REPAIRS AND SERVICE OF HEAVY DUTY & YELLOW FLEET

Below list provide parts/spares that will be frequently used. This list is not exhaustive, and any other parts/spares not listed will be quoted as and when required. **All prices should include VAT.**

ITEM NO.	ITEM DESCRIPTION AND REQUIRED NEEDS				
	PARTS THAT WILL BE USED				
	SUPPLY AND FIT OF SPARES	Quantity	1 st YEAR UNIT PRICE	2 ND YEAR UNIT PRICE	3 RD YEAR UNIT PRICE
	• Labour per hour	01	R	R	R
	• Call out fees during working hours	01	R	R	R
	• Call out fees after working hours	01	R	R	R
TRUCKS	• Fuel filter	01	R	R	R
	• Air filter	01	R	R	R
	• Oil filter	01	R	R	R
	• Rear lining	01	R	R	R
	• Fuel pump	01	R	R	R
	• Clutch kit	01	R	R	R
	• Front lining	01	R	R	R
	• Fan belt	01	R	R	R
	• Rear drum	01	R	R	R
	• Front drum	01	R	R	R

	• 24V single bulbs	01	R	R	R
	• 24V double bulbs	01	R	R	R
	• 24V flasher units	01	R	R	R
	• Rear brakes cylinder	01	R	R	R
	• Front brakes cylinder	01	R	R	R
TLB'S	• Fuel filter	01	R	R	R
	• Air filter	01	R	R	R
	• Oil filter	01	R	R	R
	• Diesel filter	01	R	R	R
	• 12V double bulbs	01	R	R	R
	• 12 V bulbs single contact	01	R	R	R
	• Front bucket tooth	01	R	R	R
	• Rear bucket tooth	01	R	R	R
	• Front wheel bearing	01	R	R	R
GRADERS	• Fuel filter	01	R	R	R
	• Air filter	01	R	R	R
	• Oil filter	01	R	R	R
	• Fan belt	01	R	R	R
	• Scraper blade	01	R	R	R

	• Ball joints	01	R	R	R
	• Tie rod end	01	R	R	R
	• Storage	01	R	R	R

SPECIFICATIONS FOR REPAIRS AND SERVICE OF TRACTORS

Below list provide parts/spares that will be frequently used. This list is not exhaustive, and any other parts/spares not listed will be quoted as and when required. **All prices should include VAT.**

ITEM NO.	ITEM DESCRIPTION AND REQUIRED NEEDS				
	PARTS THAT WILL BE USED				
	SUPPLY AND FIT OF SPARES	Quantity	1 st YEAR UNIT PRICE	2 ND YEAR UNIT PRICE	3 RD YEAR UNIT PRICE
	• Labour per hour	01	R	R	R
	• Call out fees during working hours	01	R	R	R
	• Call out fees after working hours	01	R	R	R
	• Fuel filter	01	R	R	R
	• Air filter	01	R	R	R
	• Oil filter	01	R	R	R
	• Lift filter	01	R	R	R
	• Electric fuel pump	01	R	R	R
	• Clutch kit	01	R	R	R

	• Front wheel bearing	01	R	R	R
	• Fan belt	01	R	R	R
	• 12V flasher units	01	R	R	R
	• 12V double bulbs	01	R	R	R
	• 12V single bulbs	01	R	R	R
	• Tie rod on steering	01	R	R	R
	• Power steering	01	R	R	R
	• Tail lights	01	R	R	R
	• Storage	01	R	R	R

Description	Yellow fleet	Heavy vehicles	Light duty	Tractors	Trailer Unit pumps
Engine overall-recon Engine					
Gearbox repairs-recon gearbox					

Conditions

The following conditions may be included in each appointment or order to be placed. These conditions are not exhausted and will be considered for each service level agreement.

- A. The offeror should describe its experience in fleet repair and maintenance at last three clients.
- B. If the offeror is a firm, it should describe:

Its organisation, size, structure, place of work, and office location, indicate if appropriate if the firm is small or minority owned business.

C. COSTS

The offer price should include information on the hourly billing rates of each service relating to repair and maintenance.

The municipality reserves the right to negotiate with the offeror on the structure of the billing.

D. WARRANTY

Warranties to be offered on repairs and new parts, the duration shall be a reasonable period.

E. INSURANCE COVER

Bidders must provide insurance cover for vehicles undergoing repairs at their workshop/premises.

F. FULLY FLEGGED WORKSHOP

Proof of ownership of towing trucks and diagnostic system. Etc

Functionality Criteria

Tenders will be pre-evaluated on the criteria as set out below. Bidders that score less than **70 out of 100** points for this criterion will be regarded as non-responsive and will not be evaluated on price and Specific Goals. Unclear, vague, fragmented, or incomplete information provided will result in no points being allocated.

The Bid Evaluation Committee reserves the right to request any documentation required to perform a meaningful functionality pre-evaluation. Bidders must therefore ensure that only relevant information is submitted. Please note that all feedback requested is time barred and SCM Evaluation team will not award any points for late submission and/or lack of response.

The following criteria will be used to calculate points for the functionality of tenders and bidders should ensure that they submit all information in order to be pre-evaluated on the criteria mentioned below:

CATEGORY	FUNCTIONAL CRITERIA	POINTS ALLOCATION
i	Experience of the bidder	50
ii	Key personnel qualifications and experience	30
iii	List of Fleet	20
TOTAL		100

(i) EXPERIENCE OF THE BIDDER (50 POINTS)

The Bidder must submit proof of successfully completed similar and comparative projects, i.e., in similar projects. (Original or certified reference letter/s or completion certificate/s must be attached).

Functionality Criteria	
Experience of the Bidder (original or certified references letters or completion certificates)	Points
Bidder submitted no Information	0
0 -1 Reference letter/s and/or completion certificates	10
2 - 3 Reference letter/s and/or completion certificates	20
3 - 4 Reference letter/s and/or completion certificates	30
4 - 6 Reference letter/s and/or completion certificates	40
7 and above, Reference letter/s and/or completion certificates	50

**(ii) KEY PERSONNEL QUALIFICATIONS AND EXPERIENCE
(30 POINTS)**

Key personnel Qualification and Experience (Copies of CVs and Certified Copies of Certificate)		Points
ARTISAN OPERATOR/S	No Information Submitted	0
	0-2 Years' experience	5
	2-3 Years' experience	10
	3 and above Years' experience	15
MECHANIC/S	No Information Submitted	0
	0-2 Years' experience	5
	2-3 Years' experience	10
	3 and above Years' experience	15

The Bidder must submit proposed team structure, identifying Supervisor/s, technicians as key personnel. (Copies of CVs and certified certificates must be attached).

(iii) List of Fleet (20)

Bidders are expected to have the following plant: **(Registration Certificate of Plant or letter of intent to rent relevant plant must be attached)**

TARGETED GOALS	POINTS ALLOCATIONS
Motor Vehicle (car)	10
LDV	10
Total Points	20

13.1. By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Employer under the contract, including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

14. ACCEPTANCE

14.1. By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the Contract Data.

14.2. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

14.3. Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

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

14.5. The Employer can enter into a separate service level agreement with the supplier for the purpose of executing this contract.



Nala Local Municipality

9. MUNICIPAL BIDDING DOCUMENT 1

MBD 1

INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE
NALA LOCAL MUNICIPALITY**

BID/TENDER NUMBER: NLM/TS/012/2023-24

CLOSING DATE: 26 April 2024

CLOSING TIME: 12h00

**DESCRIPTION: Panel of service providers for repairs,
maintenance of municipal vehicles and
machinery for a period of 36 months.**

The successful bidder will be required to fill in and sign a written Contract Form (MBD 7).

DEPOSITED IN THE BID BOX SITUATED AT:

Reception Area on the Ground Floor

Nala Local Municipality Offices

08 Preller Street

Bothaville

9660

Bidders/Tenderers should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration. The bid box is generally open from 07H30 till 16H00 from Monday till Friday excluding public Holidays.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS / TENDER DOCUMENTS ISSUED BY THE MUNICIPALITY

(NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCCP) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

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

1. Relevant specifications
2. Value for money
3. Capability to execute the contract
4. PPPFA & associated regulations

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (see definition on MBD 4 attached)

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:

CELLPHONE NUMBER:

FACSIMILE NUMBER:

VAT REGISTRATION NUMBER:

HAS AN ORIGINAL TAX CLEARANCE CERTIFICATE BEEN ATTACHED (MBD 2)?

YES / NO

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED BY YOU?

YES / NO (IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER	
CAPACITY / POSITION	

DATE	
TOTAL BID PRICE	
(THIS PRICE MUST BE THE SAME AS THE ONE INDICATED IN THE FORM OF OFFER. IF AMOUNTS ARE DIFFERENT, THE AMOUNT SHOWN IN THE FORM OF OFFER WILL BE CONSIDERED)	
TOTAL NUMBER OF ITEMS OFFERED	As per the required quantities

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE AND TECHNICAL INFORMATION MAY BE DIRECTED TO:

Municipality: Nala Local Municipality

Contact Person: Marumo Malete

Tel: (056) 514 9200



Nala Local Municipality

10. MUNICIPAL BIDDING DOCUMENT 2

MBD 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

1. 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.
2. In order to meet this requirement bidders are required to complete in full the 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.
3. 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.
4. 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.
5. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
6. 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.
7. 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 their website www.sars.gov.za.



Nala Local Municipality

11. MUNICIPAL BIDDING DOCUMENT 4 DECLARATION OF INTEREST

MBD 4

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a tender or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - a. the bidder is employed by the state; and/or
 - b. the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1. Full Name of bidder or his or her representative:

2.2. Identity Number:

2.3. Position occupied in the Company (director, trustee, shareholder², member):

2.4. Registration number of company, enterprise, close corporation, partnership agreement or trust:

2.5. Tax Reference Number:

2.6. VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹“State” means –

- (a) 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);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

2.7. Are you or any person connected with the bidder presently employed by the state?

YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed:

Position occupied in the state institution:

Any other particulars:

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

YES / NO

2.7.2.1. If yes, did you attach proof of such authority to the bid document?

YES / NO

(NOTE: FAILURE TO SUBMIT PROOF OF SUCH AUTHORITY, WHERE APPLICABLE, MAY RESULT IN THE DISQUALIFICATION OF THE BID).

2.7.2.1 If no, furnish reasons for non-submission of such proof:

2.8. Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

YES / NO

2.8.1. If so, furnish particulars:

2.9. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

2.9.1 If so, furnish particulars.

2.10. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES / NO

2.10.1. If so, furnish particulars.

2.11. Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES / NO

2.11.1. If so, furnish particulars:

2. FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS.

Full Name	Identity Number	Personal Income Tax Reference Number	State Number / Employee Pearsal Number

3. DECLARATION

I, THE UNDERSIGNED (NAME) _____

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT and I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

NAME OF THE BIDDER	
POSITION	
SIGNATURE	
DATE	



Nala Local Municipality

12. MUNICIPAL BIDDING DOCUMENT 6.1

MBD 6.1

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

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

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 **To be completed by the Municipality**
- a) The applicable preference point system for this tender is the 80/20 or 90/10 preference point system.
 - b) The lowest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender shall be awarded for:
- (a) Price; and
 - (b) Specific Goals

1.4 **To be completed by the Municipality:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80/90
SPECIFIC GOALS	20/10
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The Municipality reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

Table 1

10/5 Points of Specific goals, will be allocated based on B-BBEE status level of contributor in the following manner,

B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS (80/20 SYSTEM)	NUMBER OF POINTS (90/10 SYSTEM)	DOCUMENTATION REQUIRED FROM THE BIDDER TO VALIDATE THEIR CLAIM FOR POINTS
1	10	5	SANAS Accredited BBBEE Certificate or Sworn Affidavit
2	8	4	
3	6	3	
4	4	2	
5	2	1	
6	2	1	
7	2	1	
8	2	1	
NON-COMPLIANT CONTRIBUTOR	0	0	

Table 2

10/5 points of Specific goals, will be allocated based on a geographical area of a bidder as follows,

GEOGRAPHICAL AREA OF A BIDDER	NUMBER OF POINTS FOR PREFERENCE		DOCUMENTATION REQUIRED FROM THE BIDDER TO VALIDATE THEIR CLAIM FOR POINTS
	80/20	90/10	
Within the boundaries of the Nala Municipality	10	5	<ul style="list-style-type: none"> • Official Municipal Rates Statement • Lease Agreement with Lessor's official Municipal Rates statement
Within the boundaries of Lejweleputswa District	6	3	
Within the boundaries of the Free State	4	2	
Outside of the boundaries of the Free State	2	1	

Specific goals for the tender and points claimed are indicated in the table below.

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
B-BBEE Status Level	10		5	
Locality	10		5	
Total	20		10	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.2. Name of company/firm.....

4.3. Company registration number:

4.4. TYPE OF COMPANY/ FIRM

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary

proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....



Nala Local Municipality

13. MUNICIPAL BIDDING DOCUMENT 7.1

MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to **Nala Local Municipality** in accordance with the requirements and specifications stipulated in bid: “ **TENDER NUMBER – NLM/TS/012/2023-24: “PANEL OF SERVICE PROVIDERS FOR REPAIRS, MAINTENANCE OF MUNICIPAL VEHICLES AND MACHINERY FOR A PERIOD OF 36 MONTHS, AS AND WHEN REQUIRED”**”.

1. 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 time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:

- (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims in terms of the Preferential Procurement Regulations 2022;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Any other conditions entailed in this tender document
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorized to sign this contract.

NAME (PRINT)	
CAPACITY	
NAME OF FIRM	
SIGNATURE	
DATE	
WITNESSES 1	

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

I, _____ in my capacity as the Municipal Manager of Nala Local Municipality accept your bid under reference number **“TENDER NUMBER – NLM/TS/012/2023-24: “PANEL OF SERVICE PROVIDERS FOR REPAIRS, MAINTENANCE OF MUNICIPAL VEHICLES AND MACHINERY FOR A PERIOD OF 36 MONTHS, AS AND WHEN REQUIRED”**.

1. for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order (Service Level Agreement) indicating delivery instruction is forthcoming.

3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.
- 4.. I confirm that I am duly authorized to sign this contract.

SIGNED AT _____ ON _____ 2024

NAME (PRINT)	
SIGNATURE	
WITNESSES 1	



Nala Local Municipality

14. MUNICIPAL BIDDING DOCUMENT 8

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

ITEM	QUESTION	YES	NO
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's database as a company or person 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 National Treasury after the <i>audi alteram partem</i> rule was applied).</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p>	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:		
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"/>
4.6.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

NAME OF BIDDER	
POSITION	
SIGNATURE	
DATE	



Nala Local Municipality

15. MUNICIPAL BIDDING DOCUMENT 9

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids¹ (*1 Includes price quotations, advertised competitive bids, limited bids and proposals*) invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds (*2 Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete*).
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of

the supply chain management system, and must enable the accounting officer, among others, to:

- a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid: “: **TENDER NUMBER – NLM/TS/012/2023-24: “PANEL OF SERVICE PROVIDERS FOR REPAIRS, MAINTENANCE OF MUNICIPAL VEHICLES AND MACHINERY FOR A PERIOD OF 36 MONTHS, AS AND WHEN REQUIRED”**.”

in response to the invitation for the bid made by Nala Local Municipality do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ (³ *Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract*) will not be construed as collusive bidding.

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

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

NAME OF BIDDER	
SIGNATURE	
POSITION	
DATE	

16. DECLARATION BY TENDERER

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of *my / our tender and that I / we elect

domicillium citandi et executandi (physical address at which legal proceedings may be instituted) in the Republic at:

I / We accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfilment of this contract.

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender; that the price quoted cover all the work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid.

SIGNATURE	
CAPACITY	
NAME (PRINT)	

NAME FIRM	OF	
DATE		

17. RETURNABLE DOCUMENTS (COMPULSORY)

PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:

REQUIREMENTS / CHECKLIST	TICK
1. Returnable Documents	
Letter of Authority to Sign a Bid	
Certified Copy of company registration certificate	
Tax Clearance Certificate/Tax Compliance Status Pin	
Certified ID Copies of Director(s) (not older than 3 months)	
Copy of Central Supplier Database Report (CSD)	
SANAS Accredited B-BBEE Certificate or Sworn Affidavit (to claim points for specific goals)	
Copy of Recent (March or April 2024) municipal rates and taxes account for both Director(s) AND the Company or Lease agreement in case of rentals	
valid Letter of Good Standing from the Compensation Commissioner	
Proof of registration or accreditation with MIWA (Motor Industry Workshop Association), RMI or any other relevant accreditation body will be considered	
Valid Trade tests certificates for mechanic(s)	
Joint Venture Agreement (If Applicable)	