

TENDER NO.54/2022-2023T



CONTRACT DOCUMENT

FOR THE

REPAIR AND MAINTENANCE OF FLEET FOR A PERIOD OF THREE YEARS

ISSUED BY:	For official use.
Supply Chain Management Office Senqu Municipality 19 Murray Street, Lady Grey, 9755 Private Bag X 003, Lady Grey, 9755 Tel: 0516030019 Fax: 0516030445 e-mail: info@senqu.gov.za	SIGNATURES OF MUNICIPALITY OFFICIALS AT TENDER OPENING
	1.
	2.
	3.

JUNE 2023

NAME OF TENDERING ENTITY	
EMAIL ADDRESS OF TENDERING ENTITY	
FAX NUMBER OF TENDERING ENTITY	

Bid No:54/2022-2023T
Repair and Maintenance of Fleet for a period of three years

(1) GENERAL TENDER INFORMATION	
TENDER DETAILS	
Tender advertising date	16 th June 2023
Tender closing date	20 th July 2023
Tender closing time	12h00
Technical contact person	Mr. T Van Rensburg: 051 – 603 1300 : vanrensburt@senqu.gov.za
SCM contact person	Mrs. N Mtwebana: 051 – 603 1355: mtwebanan@senqu.gov.za
CLARIFICATION MEETING	N/A
TENDER SUBMISSION DETAILS	
Tender box address	Senqu Municipality, 19 Murray Street, Lady Grey
Tender submission process	<p>The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the tender No. and title, and the closing date indicated on the envelope. The sealed envelope must be inserted into the tender box before closing time.</p> <p>If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter for alternative instructions. The onus remains with the tenderer to ensure that the tender is placed in either the original box or as alternatively instructed.</p>

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INVITES YOU TO SUBMIT AN OFFER FOR THE FOLLOWING TENDER:

TENDER NUMBER:54/2022-2023T
Repair and Maintenance of Fleet for a period of three years

TENDER NUMBER:	54/2022-2023T		
TENDER TITLE	Repair and Maintenance of Fleet for a period of three years		
CLOSING DATE	20 th July 2023		
CLOSING TIME	12h00 PM		
ADDRESS OF MUNICIPALITY	Senqu Municipality, 19 Murray Street, Lady Grey		
TECHNICAL ENQUIRIES	Mr. T Van Rensburg: vanrensburt@senqu.gov.za :051 603 1303		
SCM ENQUIRIES	Mrs N Mtwebana: mtwebanan@senqu.gov.za 051 603 1355		
TENDER VALIDITY PERIOD	120 days		
PREFERENTIAL POINTS: 80/20			POINTS
	PRICE		80
	SPECIFIC GOALS		20
	Points for historically disadvantaged persons by unfair discrimination based on race, gender, or disability		10
	Points for Locality (domiciled in the Senqu Local Municipality)		10
	Points for Locality (domiciled in the Joe Gqabi District Municipality)		05
	Points for Locality (domiciled in the Eastern Cape District Municipality)		02
	Points for Locality (domiciled outside the Eastern Cape)		00
	Total points for Price and B-BBEE must not exceed		100

Tenders may only be submitted on the bid documentation provided by the municipality. The completed original tender document and all supporting documentation shall be placed in a single sealed envelope clearly marked with the name and address of the tenderer, the tender number and title, and the closing date indicated on the envelope and deposited in the tender box at the address, and by the date and time stated above. No faxed or e-mailed documents will be accepted. The Senqu Municipality does not bind itself to accept the lowest tender or any other tender and reserves the right to accept the whole or part of the tender. Tenders will be opened in public as soon as practical after the closing time.

Tender documents will be available on Senqu Municipality website, resource centre tab, procurement and disposal (tenders) tab: <http://www.senqu.gov.za>

Tender enquiries can be made to the parties as stated above.

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Tenders must be compliant with all bid requirements stated in the tender document. Bidders are specifically referred to the requirements of the Preferential Procurement Regulations, 2022, including but not limited to pre-qualification criteria, functionality, eligibility, statutory, local content, compulsory sub-contracting, other objective, and price and preference criteria **as stated in the tender document.** If applicable, only locally produced, or manufactured goods meeting the stipulated minimum threshold for local production and content, will be considered. Tenderers' attention is drawn to the registration requirements in the tender documents in respect of registration on the municipal supplier database, Central Suppliers' Database, Construction Industry Development Board (if applicable), etc.

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(3) CONDITIONS OF TENDER

3.1	General
3.1.1	Actions
3.1.1.1	<p>The Senqu Municipality (SM) and each tenderer submitting a tender offer shall comply with these Conditions of Tender. In their dealings with each other, they shall discharge their duties and obligations as set out in these Conditions of Tender, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations.</p> <p>The parties agree that this tender, its evaluation and acceptance and any resulting contract shall also be subject to the SM's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, save that if the SM adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract. Please refer to this document contained on the SM's website.</p> <p>Abuse of the supply chain management system is not permitted and may result in the tender being rejected, cancellation of the contract, restriction of the supplier, and/or the exercise by the SM of any other remedies available to it as described in the SCM Policy.</p>
3.1.1.2	<p>The SM, the tenderer and their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the SM shall declare any conflict of interest to the SM at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.</p>
3.1.1.3	<p>The SM shall not seek, and a tenderer shall not submit a tender, without having a firm intention and capacity to proceed with the contract.</p>
3.1.2	Interpretation
3.1.2.1	<p>The additional requirements contained in the returnable documents are part of these Conditions of Tender.</p>
3.1.2.2	<p>These Conditions of Tender and returnable schedules which are required for tender evaluation purposes, shall form part of the contract arising from the invitation to tender.</p>
3.1.2.3	<p>For the purposes of these conditions of tender, the following definitions apply:</p> <ul style="list-style-type: none"> a) Award Strategy means the way the SM intends to award a tender. b) Framework Agreement means a contract for construction works, goods and services, between the SM and one or more suppliers for the provision of construction works, goods or services, which are of an ad-hoc or repetitive nature on an "as instructed" or "as and when required" basis where the terms, conditions, specifications, rates, prices, and works order allocation processes are awarded for use over a predetermined period without guaranteeing any quantum of expenditure utilising the contract. c) Standby Supplier(s) means a supplier(s) appointed by the SM under a framework agreement to be available to execute works orders as and when the need arises, if higher ranked supplier(s) has refused, or is unable to perform, a specific works order. d) Works Order Allocation Process means the process through which task(s) are determined and allocated in a framework agreement in accordance with the terms and conditions of the relevant contract. e) Works Order Contract Document means the documents that formally reflects the scope, quantum, value, delivery period, delivery details, and all other relevant terms and conditions impacting the execution of the works order and / or assignment. f) Works Orders means task(s) to be performed by a supplier under a framework agreement, of which the specific terms, conditions, and scope is specified in a works order contract document.

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	g) Works Order Acceptance/Refusal Notice means the formal notification, signed by the supplier in accordance with the framework agreement, which was sent to the SM, informed of its decision to accept or refuse the opportunity afforded to it, to further participate in the supplier appointment procedure for a works order.								
3.1.3	<p>Communication during tender process</p> <p>Verbal or any other form of communication, from the SM, its employees, agents, or advisors during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the SM, <u>unless communicated by the SM in writing to suppliers by its Bid Specification Committee or his nominee.</u></p> <p>All communications must be directed to the persons as stated in the General Tender Information.</p>								
3.1.4	The SM's right to accept or reject any tender offer								
3.1.4.1	The SM may accept or reject any tender offer and may cancel the tender process or reject all tender offers at any time before the formation of a contract. The SM may, prior to the award of the tender, cancel a tender if:								
	<p>(a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or</p> <p>(b) funds are no longer available to cover the total envisaged expenditure; or</p> <p>(c) no acceptable tenders are received; or</p> <p>(d) there is a material irregularity in the tender process; or</p> <p>(e) the parties are unable to negotiate market related pricing.</p> <p>The SM shall not accept or incur any liability to a tenderer for such cancellation or rejection, but will give written reasons for such action upon receiving a written request to do so.</p>								
3.1.5	Procurement procedures								
3.1.5.1	<p>General</p> <p>For the purposes of this tender, four regions within the municipal area have been identified and are outlined in the table below.</p> <table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 50%;">Region</th> <th style="width: 50%;">Work Areas</th> </tr> </thead> <tbody> <tr> <td>Senqu Municipality areas</td> <td>Work Areas will be anywhere within this region.</td> </tr> </tbody> </table> <p>For the purposes of this tender, commodity groupings have been identified and are outlined in the table below.</p> <table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 60%;">Commodity Grouping</th> <th style="width: 40%;">Pricing Schedule References</th> </tr> </thead> <tbody> <tr> <td>Event Transport and Logistics of Fleet Services</td> <td>Rate based</td> </tr> </tbody> </table> <p>Unless otherwise stated in the tender conditions, a contract will be concluded with the tenderer who scores the highest number of tender adjudication points.</p> <p>The contract period shall be for a period of three years from the commencement date of the contract.</p>	Region	Work Areas	Senqu Municipality areas	Work Areas will be anywhere within this region.	Commodity Grouping	Pricing Schedule References	Event Transport and Logistics of Fleet Services	Rate based
Region	Work Areas								
Senqu Municipality areas	Work Areas will be anywhere within this region.								
Commodity Grouping	Pricing Schedule References								
Event Transport and Logistics of Fleet Services	Rate based								
3.1.5.2	<p>Proposal procedure using the two stage-system</p> <p>A two-stage system will not be followed.</p>								
3.1.5.2.1	Tenderers shall submit in the first stage only technical proposals. The SM shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.								

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3.1.5.2.2	The SM shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender conditions, and award the contract in terms of these Conditions of Tender.
3.1.5.3	<p>Nomination of Alternative Bidder</p> <p>Alternative Bidder means a bidder, identified at the time of awarding a bid, that will be considered for award should the contract be terminated for any reason whatsoever. In the event that a contract is terminated during the execution thereof, the SM may consider the award of the contract, or non-award, to the alternative bidder in terms of the procedures included its SCM Policy.</p>
3.1.6	Objections, complaints, queries and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court
3.1.6.1	Disputes, objections, complaints and queries
	<p>In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 56 of 2003 Municipal Supply Chain Management Regulations (Board Notice 868 of 2005):</p> <p>Persons aggrieved by decisions or actions taken by the SM in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.</p>
3.1.6.2	<p>Appeals</p> <p>In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the SM, may appeal against that decision by giving written notice of the appeal and reasons to the Municipal Manager within 21 days of the date of the notification of the decision.</p> <p>An appeal must contain the following:</p> <ol style="list-style-type: none"> i. Must be in writing ii. It must set out the reasons for the appeal iii. It must state in which way the Appellant's rights were affected by the decision; iv. It must state the remedy sought; and v. It must be accompanied with a copy of the notification advising the person of the decision <p>The relevant SM appeal authority must consider the appeal and may confirm, vary or revoke the decision that has been appealed, but no such revocation of a decision may detract from any rights that may have accrued as a result of the decision.</p>
3.1.6.3	<p>Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000</p> <p>The sub- clauses above do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act (PAJA) and Promotion of Access to Information Act (PAIA).</p>
3.1.6.4	<p>All requests referring to sub clauses 3.1.6.1 to 3.1.6.3 must be submitted in writing to:</p> <p>The Acting Municipal Manager</p> <p>Via hand delivery at: Senqu Municipality, 19 Murray Street, Lady Grey Via post at: Private Bag X003, Lady Grey, 9755 Via fax at: 051 603 0445 Via email at: nyezin@senqu.gov.za</p>

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3.1.7	<p>Senqu Municipality Town Supplier Database Registration</p> <p>Tenderers are required to be registered on the SM Supplier Database as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.</p> <p>Tenderers who wish to register on the SM's Supplier Database may collect registration forms from the Senqu Municipality at 19 Murray Street, Lady Grey (Tel 051 603 0019). Registration forms and related information are also available on the SM's website by following the link alongside – https://www.senqu.gov.za/supplier-registration-forms/.</p> <p>It is each tenderer's responsibility to keep all the information on the SM Supplier Database updated.</p>
3.1.8	<p>National Treasury Web Based Central Supplier Database (CSD) Registration</p> <p>Tenderers are required to be registered on the National Treasury Web Based Central Supplier Database (CSD) as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.</p> <p>Tenderers who wish to register on the National Treasury Web Based Central Supplier Database (CSD) may do so via the web address https://secure.csd.gov.za.</p> <p>It is each tenderer's responsibility to keep all the information on the National Treasury Web Based Central Supplier Database (CSD) updated.</p>

3.2	Tenderer's obligations
3.2.1	Eligibility Criteria
3.2.1.1	Tenderers are obligated to submit a tender offer that complies in all aspects to the conditions as detailed in this tender document. Only those tenders that comply in all aspects with the tender conditions, specifications, pricing instructions and contract conditions will be declared to be responsive.
3.2.1.1.1	Submit a tender offer Only those tender submissions from which it can be established that a clear, irrevocable, and unambiguous offer has been made to SM, by whom the offer has been made and what the offer constitutes, will be declared responsive.

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<p>3.2.1.1.2</p>	<p>Compliance with requirements of SM SCM Policy and procedures</p> <p>Only those tenders that are compliant with the requirements below will be declared responsive:</p> <ul style="list-style-type: none"> a) A completed Compulsory Enterprise Questionnaire to be provided (applicable schedule to be completed); b) A completed Certificate of Independent Bid Determination to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule to be completed); c) A completed Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's (applicable schedule to be completed); d) A copy of the partnership / joint venture / consortium agreement to be provided. e) A completed Declaration – Conflict of Interest and Declaration of Bidders' past Supply Chain Management Practices to be provided and which does not indicate any conflict or past practises that renders the tender non-responsive based on the conditions contained thereon (applicable schedules to be completed); f) A completed Declaration of Interest – State Employees to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule to be completed); g) The tenderer (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy, h) The tenderer's tax matters with SARS are in order, or the tenderer is a foreign supplier that is not required to be registered for tax compliance with SARS; i) The tenderer is not an advisor or consultant contracted with the SM whose prior or current obligations creates any conflict of interest or unfair advantage, j) The tenderer is not a person, advisor, corporate entity or a director of such corporate entity, involved with the bid specification committee; k) A completed Municipal Accounts' Status schedule to be provided and which does not indicate any details that prevents the award of the tender based on the conditions contained thereon (applicable schedules to be completed); l) The tenderer (including any of its directors or members), has not been found guilty of contravening the Competition Act 89 of 1998, as amended from time to time; m) The tenderer (including any of its directors or members), has not been found guilty on any other basis listed in the Supply Chain Management Policy.
<p>3.2.1.1.3</p>	<p>Compulsory clarification meeting</p> <p>N/A</p>

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3.2.1.1.4

Minimum score for functionality: 80/100

Only those tenders submitted by tenderers who achieve the minimum score for functionality as stated below will be declared responsive.

Furthermore, technical competence is the principal selection criteria, Senqu Local Municipal's will evaluate the technical criteria first, and will only look at the price and the remaining twenty points if it is satisfied with the technical evaluation. As a result of this, Senqu Local Municipality does not bind itself in any way to select the bidder offering the lowest price.

The bidder must provide all the necessary information and proof for each of the requirements in this regard as well as detailed curriculum vitae of the persons to be allocated to this project in respect of the below. Failure to supply all the required and supplementary information will result in the BID being deemed non-responsive (Reference Addendums attached).

The description of the functionality criteria and the maximum possible score for each is shown in the table below. The score achieved for functionality will be the sum of the scores achieved, in the evaluation process, for the individual criteria.

CRITERIA		MAXIMUM POINTS
1.	Similar Projects Experience Returnable Schedule	20
2.	Technical Capacity & experience of project staff	50
3.	Plant and equipment	30
TOTAL POINTS		100

The minimum qualifying score for functionality is **80** out of a maximum of **100**.

Where the entity tendering is a Joint Venture, Consortium, or reliant upon sub-contractors, the tender must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the tendering entity.

Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format to ensure optimal scoring of functionality points for each Evaluation Criteria. Failure to provide all information **IN THIS TENDER SUBMISSION** could result in the tenderer not being able to achieve the specified minimum scoring.

A more detailed explanation of the functionality criteria is given below:

The following criteria will be used to calculate points for functionality of Service providers tender offers, and Service providers must ensure that they submit all information and required evidence to be evaluated in terms of functionality on the criteria mentioned in table 1 below:

a. CRITERIA 1: Similar Projects Experience Returnable Schedule = Max 20 points:

WHAT IS EVALUATED:	The Service provider's local experience and sound knowledge of the regulatory environment, to execute a project of this discipline is hereby evaluated.
WHAT MUST BE COMPLETED:	A detailed summary list must be provided with the Bid submission, on <u>the form provided within returnable schedule 16C relating to information indicated at Section 14 Paragraph 14.4.3 and 14.6</u> , as well as reference letters for each completed Section 14.6, below from previous contracts of similar works completed, to confirm track record and quality of services rendered to date, to the minimum value of

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	R 5 000 000. which must have sufficient detail to allow for the scoring of the criteria.
EVIDENCE REQUIRED:	on <u>the form provided within returnable schedule 16C</u>
HOW WILL POINTS BE ALLOCATED:	<p>Points will be allocated as per table below.</p> <p>Score will be based on number of years;</p> <p>a) Less than three (3) years' experience with two (2) reference letters with Annexure B assessments = 10 points</p> <p>b) Four (4) to Six (6) years' experience with three (3) reference letters with Annexure B assessments = 15 points</p> <p>c) Seven (7) and more years' experience with four (4) reference letters with Annexure B assessments = 20 points</p>
<u>CRITERIA 2: Technical Capacity & experience of project staff = Max 50 points:</u>	
WHAT IS EVALUATED:	The bidder shall submit detailed CV's of each team member including competent supervisor, highlighting their experience in rendering similar work and include copies of their respective certified qualifications, to execute a project of this discipline is hereby evaluated.
WHAT MUST BE COMPLETED:	A detailed summary list must be provided with the Bid submission, on <u>the form provided within returnable schedule 16D</u> , which must have sufficient detail to allow for the scoring of the criteria.
EVIDENCE REQUIRED:	on <u>the form provided within returnable schedule 16D</u>
HOW WILL POINTS BE ALLOCATED:	<p>Points will be allocated as per table below.</p> <p>Score will be based on the following.</p> <p>a) One (1) Petrol, one (1) Diesel qualified (MERSETA accredited) artisans and one (1) in-house auto electrician = 30 points</p> <p>b) Two (2), or more Petrol, two (2) or more, Diesel qualified (MERSETA accredited) artisans and one (1) in-house auto electrician = 50 points</p>
<u>CRITERIA 3: Plant and Equipment = Max 20 points:</u>	
WHAT IS EVALUATED:	Minimum equipment to service and repair fleet items (submit photos of the registered facilities and providing visual proof of available plant and equipment including confirmation letter that will state that the list indicated in Schedule 16E is complied with)
WHAT MUST BE COMPLETED:	A detailed summary list must be provided with the Bid submission, on <u>the form provided within returnable schedule 16E</u> , which must have sufficient detail to allow for the scoring of the criteria.
EVIDENCE REQUIRED:	on <u>the form provided within returnable schedule 16E</u>

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HOW WILL POINTS BE ALLOCATED:	Points will be allocated as per table below. Score will be based on the following. a) a fully equipped workshop as a minimum (refer to Addendum E, below) = 30 points b) If not fully equipped = 0 points	
Similar Projects Experience Returnable Schedule =20Points	Less than three (3) years' experience with two (2) reference letters with Annexure B assessments = 10 points	10
	Four (4) to Six (6) years' experience with three (3) reference letters with Annexure B assessments = 15 points	15
	Seven (7) and more years' experience with four (4) reference letters with Annexure b assessments = 20 points	20
Technical Capacity and Experience of Project Staff =50 Points	One (1) Petrol, one (1) Diesel qualified (MERSETA accredited) artisans and one (1) in-house auto electrician = 30 points	30
	Two (2), or more Petrol, two (2) or more, Diesel qualified (MERSETA accredited) artisans and one (1) in-house auto electrician = 50 points	50
Plant and Equipment =30 Points	a fully equipped workshop as a minimum (refer to Addendum E, below) = 30 points	30
	If not fully equipped = 0 points	0

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3.2.1.1.5	Local production and content (N/A)
3.2.1.1.6	Pre-qualification criteria for preferential procurement (N/A)
3.2.1.1.7	Provision of samples (N/A) Only those tenders submitted by tenderers who provided acceptable samples as stated in the Tender Specifications will be declared responsive.

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3.2.2	<p>Cost of tendering</p> <p>The SM will not be liable for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.</p>
3.2.3	<p>Check documents</p> <p>The documents issued by the SM for the purpose of a tender offer are listed in the index of this tender document.</p> <p>Before submission of any tender, the tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing is indistinct, or if the Price Schedule contains any obvious errors, the tenderer must apply to the SM at once to have the same rectified.</p>
3.2.4	<p>Confidentiality and copyright of documents</p> <p>Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the SM only for the purpose of preparing and submitting a tender offer in response to the invitation.</p>
3.2.5	<p>Reference documents</p> <p>Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, Conditions of Contract and other publications, which are not attached but which are incorporated into the tender documents by reference.</p>
3.2.6	<p>Acknowledge and comply with notices</p> <p>Acknowledge receipt of notices to the tender documents, which the SM may issue, fully comply with all instructions issued in the notices, and if necessary, apply for an extension of the closing time stated on the front page of the tender document, in order to take the notices into account. Notwithstanding any requests for confirmation of receipt of notices issued, the tenderer shall be deemed to have received such notices if the SM can show proof of transmission thereof via electronic mail, facsimile or registered post.</p>
3.2.7	<p>Clarification meeting - NA</p>
3.2.8	<p>Seek clarification</p> <p>Request clarification of the tender documents, if necessary, by notifying the SM at least one week before the closing time stated in the General Tender Information, where possible.</p>
3.2.9	<p>Pricing the tender offer</p>
3.2.9.1	<p>Comply with all pricing instructions as stated on the Price Schedule.</p>
3.2.10	<p>Alterations to documents</p> <p>Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the SM in writing, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.</p>
3.2.11.2	<p>Accept that an alternative tender offer may be based only on the criteria stated in the tender conditions or criteria otherwise acceptable to the SM.</p>
3.2.12	<p>Submitting a tender offer</p>
3.2.12.1	<p>Submit one tender offer only on the original tender documents as issued by the SM, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract conditions and described in the specifications. Only those tenders submitted on the tender documents as issued by the SM together with all Returnable Schedules duly completed and signed will be declared responsive.</p>

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3.2.12.2	Return the entire document to the SM after completing it in its entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.								
3.2.12.3	Submit the parts of the tender offer communicated on paper as an original with an English translation for any part of the tender submission not made in English. 1 (One) copy(ies) of the following elements of the bid submission must be submitted separately bound in the same envelope where possible:								
	<table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 20%;">Part</th> <th>Heading</th> </tr> </thead> <tbody> <tr> <td>4</td> <td>Pricing Schedules</td> </tr> <tr> <td>9</td> <td>Supporting Schedules</td> </tr> <tr> <td></td> <td>All other attachments submitted by bidder</td> </tr> </tbody> </table>	Part	Heading	4	Pricing Schedules	9	Supporting Schedules		All other attachments submitted by bidder
Part	Heading								
4	Pricing Schedules								
9	Supporting Schedules								
	All other attachments submitted by bidder								
3.2.12.4	Sign the original tender offer where required in terms of the tender conditions. The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture or any other document signed by all parties, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner.								
3.2.12.5	Where a two-envelope system is required in terms of the tender conditions, place and seal the returnable documents listed in the tender conditions in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the SM's address and identification details stated in the General Tender Information, as well as the tenderer's name and contact address.								
3.2.12.6	Seal the original tender offer and copy packages together in an outer package that states on the outside only the SM's address and identification details as stated in the General Tender Information. . If it is not possible to submit the original tender and the required copies (see 3.13.3) in a single envelope, then the tenderer must seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY" in addition to the aforementioned tender submission details.								
3.2.12.7	Accept that the SM shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.								
3.2.12.8	Accept that tender offers submitted by facsimile or e-mail will be rejected by the SM, unless stated otherwise in the tender conditions.								
3.2.12.9	By signing the offer part of the Form of Offer (Section 2, Part A) the tenderer warrants that all information provided in the tender submission is true and correct.								
3.2.12.10	Tenders must be properly received and deposited in the designated tender box on or before the closing date and before the closing time (as detailed on the General Tender Information page of this tender document)								
3.2.12.12	The tenderer must record and reference all information submitted contained in other documents for example cover letters, brochures, catalogues, etc. in the returnable schedule titled List of Other Documents Attached by Tenderer .								
3.2.13	Information and data to be completed in all respects Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the SM as non-responsive.								
3.2.14	Closing time								
3.2.14.1	Ensure that the SM receives the tender offer at the address specified in the General Tender Information prior to the closing time stated on the front page of the tender document.								

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3.2.14.2	Accept that, if the SM extends the closing time stated on the front page of the tender document for any reason, the requirements of these Conditions of Tender apply equally to the extended deadline.
3.2.14.3	Accept that, the SM shall not consider tenders that are received after the closing date and time for such a tender (late tenders).
3.2.15	Tender offer validity and withdrawal of tenders
3.2.15.1	Warrants that the tender offer(s) remains valid, irrevocable and open for acceptance by the SM at any time for a period of 120 days after the closing date stated on the front page of the tender document.
3.2.15.2	Notwithstanding the period stated above, bids shall remain valid for acceptance for a period of three (3) months after the expiry of the original validity period, unless the SM is notified in writing of anything to the contrary by the bidder.
3.2.15.3	<p>A tenderer may request in writing, after the closing date, that the tender offer be withdrawn. Such withdrawal will be permitted or refused at the sole discretion of the SM after consideration of the reasons for the withdrawal, which shall be fully set out by the tenderer in such written request for withdrawal. Should the tender offer be withdrawn in contravention hereof, the tenderer agrees that:</p> <ul style="list-style-type: none"> a) it shall be liable to the SM for any additional expense incurred or losses suffered by the SM in having either to accept another tender or, if new tenders have to be invited, the additional expenses incurred or losses suffered by the invitation of new tenders and the subsequent acceptance of any other tender; b) the SM shall also have the right to recover such additional expenses or losses by set-off against monies which may be due or become due to the tenderer under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the tenderer or on its behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses or losses, the SM shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or loss.
3.2.16	<p>Clarification of tender offer, or additional information, after submission</p> <p>Provide clarification of a tender offer, or additional information, in response to a written request to do so from the SM during the evaluation of tender offers within the time period stated in such request. No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.</p> <p>This clause does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the SM elect to do so.</p> <p>Failure, or refusal, to provide such clarification or additional information within the time for submission stated in the SM's written request may render the tender non-responsive.</p>
3.2.17	Provide other material
3.2.17.1	<p>General:</p> <p>Provide, on request by the SM, any other material that has a bearing on the tender offer, the tenderer's commercial position (including joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the SM for the purpose of the evaluation of the tender. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the SM's request, the SM may regard the tender offer as non-responsive.</p>

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<p>3.2.17.2</p>	<p>Provide, on written request by the SM, where the transaction value inclusive of VAT exceeds R 10 million:</p> <ul style="list-style-type: none"> a) audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing; b) a certificate signed by the tenderer certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days; c) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract; d) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic. <p>Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.</p>
<p>3.2.17.3</p>	<p>Municipal Accounts:</p> <p>In addition to the conditions stated in 3.2.1.1.2.k of these tender conditions, tenderers further undertake to fully cooperate with the SM in the provision of appropriate and valid information and / or evidence to enable the SM to determine whether the entity and its directors / members / partners has any municipal arrears greater than 90 days. The SM reserves its rights to make additional enquiries in this regard, with the bidding entity or any municipality or municipal entity.</p>
<p>3.2.18</p>	<p>Samples, Inspections, tests and analysis</p> <p>Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender conditions or specifications.</p> <p>If the Specification requires the tenderer to provide samples, these shall be provided strictly in accordance with the instructions set out in the Specification.</p> <p>If such samples are not submitted as required in the bid documents or within any further time stipulated by the SM in writing, then the bid concerned may be declared non-responsive.</p> <p>The samples provided by all successful bidders will be retained by the SM for the duration of any subsequent contract. Bidders are to note that samples are requested for testing purposes therefore samples submitted to the SM may not in all instances be returned in the same state of supply and in other instances may not be returned at all. Unsuccessful bidders will be advised by the Project Manager or dedicated SM Official to collect their samples, save in the aforementioned instances where the samples would not be returned.</p>
<p>3.2.19</p>	<p>Certificates</p> <p>The tenderer must provide the SM with all certificates as stated below:</p>

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<p>3.2.19.1</p>	<p>Broad-Based Black Economic Empowerment Status Level Documentation</p> <p>In order to qualify for preference points, it is the responsibility of the tenderer to submit documentary proof, either as certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act, of its B-BBEE status level of contribution in accordance with the applicable Codes of good practise as issued by the Department of Trade and Industry, to the SM with the tender submission.</p> <p>Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in accordance with the applicable codes of good practise. Note that, in the case of unincorporated entities, a verified consolidated B-BBEE scorecard must be submitted in the form of a certificate with the tender.</p> <p>Tenderers are further referred to the content of the Preference Points Claim Form for the full terms and conditions applicable to the awarding of preference points.</p> <p>The applicable code for this tender is the Amended Codes of Good Practise (Generic Scorecard) unless in possession of a valid sector certificate.</p> <p>The tenderer shall indicate on the Preference Points Claim Form the Level of Contribution in respect of the enterprise status or structure of the tendering entity (the supplier).</p>
<p>3.2.19.2</p>	<p>Evidence of tax compliance</p> <p>Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant subject to the requirements of clause 2.2.1.1.2.h. In this regard, it is the responsibility of the tenderer to provide its Tax Compliance Status PIN number on the Compulsory Enterprise Questionnaire pages of the tender submission.</p> <p>Each party to a Consortium/Joint Venture shall separately submit this information.</p> <p>Before making an award the SM must verify the bidder's tax compliance status. Where the recommended bidder is not tax compliant, the bidder should be notified of the non-compliant status and be requested to submit to the SM, within 7 working days, written proof from SARS that they have made arrangement to meet their outstanding tax obligations. The proof of tax compliance submitted by the bidder must be verified by the SM via CSD or e-Filing. The SM should reject a bid submitted by the bidder if such bidder fails to provide proof of tax compliance within the timeframe stated herein and its status on the SARS system remains non-compliant.</p> <p>Only foreign suppliers who have answered "NO" to all the questions contained in the Questionnaire to Bidding Foreign Suppliers section on the Compulsory Enterprise Questionnaire pages of the tender submission, are not required to register for a tax compliance status with SARS.</p>
<p>3.2.20</p>	<p>Compliance with Occupational Health and Safety Act, 85 of 1993</p> <p>Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.</p> <p>In this regard the Tenderer shall submit upon written request to do so by the SM, a Health and Safety Plan in sufficient detail to demonstrate the necessary competencies and resources to deliver the goods or services all in accordance with the Act, Regulations and Health and Safety Specification.</p>

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3.2.21	<p>Claims arising from submission of tender</p> <p>The tenderer warrants that it has:</p> <ul style="list-style-type: none">a) inspected the Specifications and read and fully understood the Conditions of Contract.b) read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted himself with the nature of the goods or services proposed and generally of all matters which may influence the Contract.c) visited the site(s) where delivery of the proposed goods will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site(s) and made the necessary provisions for any additional costs involved thereby.d) requested the SM to clarify the actual requirements of anything in the Specifications and Price Schedule, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.e) received any notices to the tender documents which have been issued in accordance with the SM's Supply Chain Management Policy. <p>The SM will therefore not be liable for the payment of any extra costs or claims arising from the submission of the tender.</p>
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3.3	The SM's undertakings
3.3.1	Respond to requests from the tenderer
3.3.1.1	Unless otherwise stated in the Tender Conditions, respond to a request for clarification received up to one week (where possible) before the tender closing time stated on the front page of the tender document.
3.3.1.2	The SM's representative for the purpose of this tender is stated on the General Tender Information page.
3.3.2	<p>Issue Notices</p> <p>If necessary, issue addenda in writing that may amend or amplify the tender documents to each tenderer during the period from the date the tender documents are available until one week before the tender closing time stated in the Tender Data. The SM reserves its rights to issue addenda less than one week before the tender closing time in exceptional circumstances. If, as a result a tenderer applies for an extension to the closing time stated on the front page of the tender document, the SM may grant such extension and, shall then notify all tenderers who drew documents.</p> <p>Notwithstanding any requests for confirmation of receipt of notices issued, the tenderer shall be deemed to have received such notices if the SM can show proof of transmission thereof via electronic mail, facsimile or registered post.</p>
3.3.3	Opening of tender submissions
3.3.3.1	Unless the two-envelope system is to be followed, open tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender conditions.
	Tenders will be opened immediately after the closing time for receipt of tenders as stated on the front page of the tender document, or as stated in any Notice extending the closing date and at the closing venue as stated in the General Tender Information.
3.3.3.2	Announce at the meeting held immediately after the opening of tender submissions, at the closing venue as stated in the General Tender Information, the name of each tenderer whose tender offer is opened and, where possible, the prices and the preferences indicated.
3.3.3.3	Make available a record of the details announced at the tender opening meeting on the SM's website.
3.3.4	Two-envelope system
3.3.4.1	Where stated in the tender conditions that a two-envelope system is to be followed, open only the technical proposal of tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender conditions and announce the name of each tenderer whose technical proposal is opened.
3.3.4.2	Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who have submitted responsive technical proposals of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who have submitted responsive technical proposals in accordance with the requirements as stated in the tender conditions and announce the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals were non responsive.
3.3.5	<p>Non-disclosure</p> <p>Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.</p>

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3.3.6	<p>Grounds for rejection and disqualification</p> <p>Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.</p>
3.3.7	<p>Test for responsiveness</p>
3.3.7.1	<p>Appoint a Bid Evaluation Committee and determine after opening whether each tender offer properly received:</p> <ul style="list-style-type: none"> a) complies with the requirements of these Conditions of Tender, b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents.
3.3.7.2	<p>A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the SM's opinion, would:</p> <ul style="list-style-type: none"> a) detrimentally affect the scope, quality, or performance of the goods, services or supply identified in b) the Specifications, c) significantly change the SM's or the tenderer's risks and responsibilities under the contract, or d) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. <p>Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of any material deviation or qualification.</p> <p>The SM reserves the right to accept a tender offer which does not, in the SM's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender documents.</p>
3.3.8	<p>Arithmetical errors, omissions, discrepancies and corrections of rates</p>
3.3.8.1	<p>Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers for:</p> <ul style="list-style-type: none"> a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the Price Schedule; or c) arithmetic errors in: <ul style="list-style-type: none"> i. line item totals resulting from the product of a unit rate and a quantity in the Price Schedule; or ii. the summation of the prices; or iii. calculation of individual rates.
3.3.8.2	<p>Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices. Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:</p> <ul style="list-style-type: none"> a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected. <p>Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.</p>

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3.3.8.3	<p>In the event of tendered rates or lump sums being declared by the SM to be unacceptable to it because they are not priced, either excessively low or high, or not in proper balance with other rates or lump sums, the tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the SM is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.</p> <p>The tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the SM, but this shall be done without altering the tender offer in accordance with this clause.</p> <p>Should the tenderer fail to amend his tender in a manner acceptable to and within the time stated by the SM, the SM may declare the tender as non-responsive.</p>
3.3.9	<p>Clarification of a tender offer</p> <p>The SM may, after the closing date, request additional information or clarification from tenderers, in writing on any matter affecting the evaluation of the tender offer or that could give rise to ambiguity in a contract arising from the tender offer, which written request and related response shall not change or affect their competitive position or the substance of their offer. Such request may only be made in writing by the Bid Evaluation Committee using any means as appropriate.</p>
3.3.10	<p>Evaluation of tender offers</p>
3.3.10.1	<p>General</p>
3.3.10.1.1	<p>Reduce each responsive tender offer to a comparative price and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender conditions.</p>
3.3.10.1.2	<p>For evaluation purposes only, the effects of the relevant contract price adjustment methods will be considered in the determination of comparative prices as follows:</p> <ol style="list-style-type: none"> a. If the selected method is based on bidders supplying rates or percentages for outer years, comparative prices would be determined over the entire contract period based on such rates or percentages. b. If the selected method is based on a formula, indices, coefficients, etc. that is the same for all bidders during the contract period, comparative prices would be the prices as tendered for year one. c. If the selected method is based on a formula, indices, coefficients, etc. that varies between bidders, comparative prices would be determined over the entire contract period based on published indices relevant during the 12 months prior to the closing date of tenders. d. If the selected method includes an imported content requiring rate of exchange variation, comparative prices would be determined based on the exchange rates tendered for the prices as tendered for year one. The rand equivalent of the applicable currency 14 days prior to the closing date of tender will be used (the SM will check all quoted rates against those supplied by its own bank). e. If the selected method is based on suppliers' price lists, comparative prices would be the prices as tendered for year one. f. If the selected method is based on suppliers' price lists and / or rate of exchange, comparative prices would be determined as tendered for year one whilst taking into account the tendered percentage subject to rate of exchange (see sub clause (d) for details on the calculation of the rate of exchange).
3.3.10.1.3	<p>Where the scoring of functionality forms part of a bid process, each member of the Bid Evaluation Committee must individually score functionality. The individual scores must then be interrogated and calibrated if required where there are significant discrepancies. The individual scores must then be added together and averaged to determine the final score.</p>

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3.3.10.2	<p>Decimal places</p> <p>Score financial offers, preferences, and functionality, as relevant, to two decimal places.</p>
3.3.10.3	<p>Scoring of tenders (price and preference)</p>
3.3.10.3.1	<p>Points for price will be allocated in accordance with the formula set out in this clause based on the tender sum / amount as set out in the Price Schedule (Part 3).</p>
3.3.10.3.2	<p>Points for preference will be allocated in accordance with the provisions of Preference Points Claim Form and the table in this clause.</p>
3.3.10.3.3	<p>The terms and conditions of Preference Points Claim Form as it relates to preference shall apply in all respects to the tender evaluation process and any subsequent contract.</p>
3.3.10.3.4	<p>Applicable formula:</p> <p>The price/preference points system as identified within the Preference Claim form attached in this bid document will be applicable to this tender.</p>
3.3.10.5	<p>Risk Analysis</p> <p>Notwithstanding compliance with regard to any requirements of the tender, the SM will perform a risk analysis in respect of the following:</p> <ul style="list-style-type: none"> a) reasonableness of the financial offer b) reasonableness of unit rates and prices c) the tenderer's ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, capacity, experience, reputation, personnel to perform the contract, etc.; the SM reserves the right to consider a tenderer's existing contracts with the SM in this regard d) any other matter relating to the submitted bid, the tendering entity, matters of compliance, verification of submitted information and documents, etc. <p>The conclusions drawn from this risk analysis will be used by the SM in determining the acceptability of the tender offer.</p> <p>No tenderer will be recommended for an award unless the tenderer has demonstrated to the satisfaction of the SM that he/she has the resources and skills required.</p>
3.3.11	<p>Negotiations with preferred tenderers</p> <p>The SM may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:</p> <ul style="list-style-type: none"> a) does not allow any preferred tenderer a second or unfair opportunity; b) is not to the detriment of any other tenderer; and c) does not lead to a higher price than the tender as submitted. <p>If negotiations fail to result in acceptable contract terms, the Municipal Manager (or his delegated authority) may terminate the negotiations and cancel the tender, or invite the next ranked tenderer for negotiations. The original preferred tenderer should be informed of the reasons for termination of the negotiations. If the decision is to invite the next highest ranked tenderer for negotiations, the failed earlier negotiations may not be reopened by the SM.</p> <p>Minutes of any such negotiations shall be kept for record purposes.</p> <p>The provisions of this clause will be equally applicable to any invitation to negotiate with any other tenderers.</p> <p>In terms of the PPPFA Regulations, 2017, tenders must be cancelled in the event that negotiations fail to achieve a market related price with any of the three highest scoring tenderers.</p>

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3.3.12	Acceptance of tender offer Notwithstanding any other provisions contained in the tender document, the SM reserves the right to:
3.3.12.1	Accept a tender offer(s) which does not, in the SM's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender document.
3.3.12.2	Accept the whole tender or part of a tender or any item or part of any item or items from multiple manufacturers, or to accept more than one tender (in the event of a number of items being offered), and the SM is not obliged to accept the lowest or any tender.
3.3.12.3	Accept the tender offer(s), if in the opinion of the SM, it does not present any material risk and only if the tenderer(s):: <ul style="list-style-type: none"> a) is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system, preventing participation in the SM's procurement, b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract, c) has the legal capacity to enter into the contract, d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing, complies with the legal requirements, if any, stated in the tender data, and e) is able, in the opinion of the SM, to perform the contract free of conflicts of interest. If an award cannot be made in terms of anything contained herein, the SM reserves the right to consider the next ranked tenderer(s).
3.3.12.4	Not to make an award, or revoke an award already made, where the implementation of the contract may result in reputational risk or harm to the SM as a result of (inter alia): <ul style="list-style-type: none"> a) reports of poor governance and/or unethical behaviour; b) association with notorious individuals or their known family; c) poor performance issues, known to the SM; d) negative social media reports; and e) adverse assurance (e.g. due diligence) report outcomes.
3.3.12.5	The SM reserves the right to nominate an alternative bidder at the time when an award is made and in the event that a contract is terminated during the execution thereof, the SM may consider the award of the contract, or non-award, to the alternative bidder in terms of the procedures included its SCM Policy.
3.3.13	Prepare contract documents
3.3.13.1	If necessary, revise documents that shall form part of the contract and that were issued by the SM as part of the tender documents to take account of: <ul style="list-style-type: none"> a) notices issued during the tender period, b) inclusion of some of the returnable documents, and c) other revisions agreed between the SM and the successful tenderer.
3.3.13.2	Complete the schedule of deviations attached to the form of offer and acceptance, if any.
3.3.14	Notice to successful and unsuccessful tenderers
3.3.14.1	Before accepting the tender of the successful tenderer the SM shall notify the successful tenderer in writing of the decision of the SM's Bid Adjudication Committee to award the tender to the successful tenderer. No rights shall accrue to the successful tenderer in terms of this notice

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3.3.14.2	The SM shall, at the same time as notifying the successful tenderer of the Bid Adjudication Committee's decision to award the tender to the successful tenderer, also give written notice to the other tenderers informing them that they have been unsuccessful.
3.3.15	Provide written reasons for actions taken Provide upon request written reasons to tenderers for any action that is taken in applying these Conditions of Tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

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(4) COMPULSORY ENTERPRISE QUESTIONNAIRE	
The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.	
Section 1a: Name of enterprise:	
Section 1b: Trading as (if different from above)	
Section 1c: Type of Entity (please select an option)	Individual / Sole Proprietor
	Closed Corporation
	Company
	Partnership / Joint Venture
	Trust
	Other:
Section 1d: Postal address	
Section 1e: Physical address (Chosen as domicillium citandi et executandi)	
Section 1f: Details of authorised representative of tenderer	Title: Full Name:
	Tel no: Fax no:
	Cellular no:
	Email address:
Section 2: VAT registration number, if any:	
Section 2a: National Treasury Central Supplier Database registration no.:	
Section 2b: SARS Tax Compliance Status PIN :	
Section 2c: Senqu Municipality Supplier Database registration no. :	
Section 3: cidb registration no (if applicable):	
Section 4: Particulars of sole proprietors and partners in partnerships	
<i>* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners</i>	
Section 5: Particulars of companies and close corporations	
Company registration number	
Close corporation number	
Tax reference number	

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Section 6: Foreign Bidding Suppliers	
Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, answer the Questionnaire to Bidding Foreign
Questionnaire to Bidding Foreign Suppliers	
a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa?	<input type="checkbox"/> Yes <input type="checkbox"/> No
c) Does the tenderer have a permanent establishment in the Republic of South Africa?	<input type="checkbox"/> Yes <input type="checkbox"/> No
d) Does the tenderer have any source of income in the Republic of South Africa?	<input type="checkbox"/> Yes <input type="checkbox"/> No
e) Is the tenderer liable in the Republic of South Africa for any form of taxation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:</p> <ul style="list-style-type: none"> i) authorizes the SM to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order; ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 or Database of Restricted Suppliers; iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption; iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and 	

Signed

Date

Name

Position

Enterprise
name

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(5) FORM OF OFFER AND ACCEPTANCE

Offer

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

CONTRACT NO. 54/2022-2023T

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

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

By signing this Form of Offer and Acceptance the tenderer offers to supply all or any of the goods and/or render all or any of the services described in the tender document to the SM in accordance with the:

- 1.1 terms and conditions stipulated in this tender document;
- 1.2 specifications stipulated in this tender document; and
- 1.3 at the prices as set out in the **Price Schedule**.

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

Signature (s)		
Name(s)		
Capacity		
For the Tenderer	Date	
Name and Address of the Tenderer		
Name and signature of witness		Date

For official use.		
INITIALS OF MUNICIPAL OFFICIALS AT TENDER OPENING		
1.	2.	3.

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Acceptance

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

The terms of the contract are contained in:

Special and General Conditions of Tender
 Price schedule
 Specifications

and any drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the conditions of tender and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the SM 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.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the SM to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documents to be provided in terms of the conditions of contract as supplemented by the special conditions of contract. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this agreement, including the schedule of deviations (if any). The tenderer (now contractor) shall within five working days of the agreement coming into effect notify the SM in writing of any reason why he cannot accept the contents of this agreement as a complete and accurate memorandum thereof, failing which the agreement presented to the contractor shall constitute the binding contract between the parties.

Signature (s)		
Name(s)		
Capacity		
For the Employer		Date
Name and Address of the Employer		
Name and signature of witness		Date

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Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the SM before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1	Subject	
	Details	
2	Subject	
	Details	
3	Subject	
	Details	
4	Subject	
	Details	
5	Subject	
	Details	

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

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

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(6) PRICE SCHEDULE

Bid specifications may not make any reference to any particular trade mark, name, patent, design, type, specific origin or producer, unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the words "or equivalent".

Pricing Instructions:

Pricing Assumptions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract, that the tenderer has taken into account when developing his prices.

- 6.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.
- 6.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 6.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 6.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 6.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 6.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the SM may also perform a risk analysis with regard to the reasonableness of such rates.**
- 6.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.
- 6.8.1 **Rates-based Pricing Schedule:**

The contract price(s) shall be CPI based. Year 1, Year 2 and 3 will be based on CPI as per Service Level Agreement requirements. Price list **(Price should be in Rand and exclusive of VAT)**

Table 1: Pricing Schedule

	Description	Quantity <i>Quantities purely for evaluation purposes</i>	Rate Year 1 (Rand value excl. VAT)	Rate Year 2 (Rand value excl. VAT)	Rate Year 3 (Rand value excl. VAT)
PS1	Call out charges during normal working hours <u>for fleet items up to 3 Ton</u>	1 (hour)			
PS2	Call out charges after hours (including Saturdays) <u>for fleet items up to 3 Ton</u>	1 (hour)			
PS3	Call out charges Sundays and Public Holidays <u>for fleet items up to 3 Ton</u>	1 (hour)			

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PS4	Call out charges during normal working hours <u>for fleet items above 3 Ton</u>	1 (hour)			
PS5	Call out charges after hours (including Saturdays) <u>for fleet items above 3 Ton</u>	1 (hour)			
PS6	Call out charges Sundays and Public Holidays <u>for fleet items above 3 Ton</u>	1 (hour)			
PS7	Travelling charge per kilometre	per km			
TOTAL AMOUNT EXCLUDING VAT 1 (T 1)		R			
PS8	Percentage mark up on spares cost (handling and overhead costs) PLEASE NOTE THE PERCENTAGE INCREASE ALLOWANCE MUST BE INDICATED PER YEAR	Percentage per Year increase	%	%	%

Table 2: BID price for labor related to general repair and maintenance of fleet items up to 3 ton (Price should be in Rand and exclusive of VAT)

	Normal labour rate/hour <u>Year 1</u>	After hours/Weekends/Public Holidays (Overtime) labour rate/hour <u>Year 1</u>	Normal labour rate/hour <u>Year 2</u>	After hours/Weekends/Public Holidays (Overtime) labour rate/hour <u>Year 2</u>	Normal labour rate/hour <u>Year 3</u>	After hours/Weekends/Public Holidays (Overtime) labour rate/hour <u>Year 3</u>
Artisans (qualified)						
Artisans (in training)						
Artisan Assistants						
Sub Total						
TOTAL AMOUNT EXCLUSIVE OF VAT 2 (T 2)	R					

Table 3: BID price for labour related to general repair and maintenance of fleet exceeding 3 ton and more (this includes certificate of fitment preparations) (Price should be in Rand and exclusive of VAT)

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	Normal labour rate/hour <u>Year 1</u>	After hours/Weekends/Public Holidays (Overtime) labour rate/hour <u>Year 1</u>	Normal labour rate/hour <u>Year 2</u>	After hours/Weekends/Public Holidays (Overtime) labour rate/hour <u>Year 2</u>	Normal labour rate/hour <u>Year 3</u>	After hours/Weekends/Public Holidays (Overtime) labour rate/hour <u>Year 3</u>
Artisans (qualified)						
Artisans (in training)						
Artisan Assistants						
Sub Total						
TOTAL AMOUNT EXCLUSIVE OF VAT 3 (T3)	R					
GRAND TOTAL TENDERED AMOUNT EXCLUDING VAT (SUMMATION OF T1, T2 AND T3)					R	
VAT					R	
GRAND TOTAL TENDERED AMOUNT INCLUDING VAT (SUMMATION OF T1, T2 AND T3)					R	

For official use.		
SIGNATURE OF MUNICIPAL OFFICIALS AT TENDER OPENING		
1.	2.	3.

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(7) SUPPORTING SCHEDULES

SCHEDULE 1: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting this tender for in response to the invitation for the tender made by the 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 Tenderer)

1. I have read and I understand the contents of this Certificate;
2. I understand that this tender will be declared as non-responsive if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the tenderer to sign this Certificate, and to submit this tender on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorized by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this invitation to tender;
 - (b) could potentially submit a tender in response to this invitation to tender, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer;
6. The tenderer has arrived at this tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive tendering;
7. In particular, without limiting the generality of paragraph 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 tender;
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) tendering with the intention not to win the tender;

¹Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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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 invitation to tender relates;
9. The terms of this tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender 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 tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Name

.....
Position

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SCHEDULE 2: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES / PARTNERSHIPS / CONSORTIA

This schedule is to be completed if the tender is submitted by a partnership/joint venture/ consortium.

1. We, the undersigned, are submitting this tender offer as a partnership/ joint venture/ consortium and hereby authorize Mr/Ms _____, of the authorised entity _____, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/ consortium's behalf.
2. By signing this schedule the partners to the partnership/joint venture/ consortium:
 - 2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/ consortium;
 - 2.2 agree that the SM shall make all payments in terms of this Contract into the following bank account of the Lead Partner:
 Account Holder: _____
 Financial Institution: _____
 Branch Code: _____
 Account No.: _____
 - 2.3 agree that in the event that there is a change in the partnership/ joint venture/ consortium and/or should a dispute arise between the partnership/joint venture/ consortium partners, that the SM shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the SM is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the SM of the details of the new bank account into which it is required to make payment.
 - 2.4 agree that they shall be jointly and severally liable to the SM for the due and proper fulfilment by the successful tenderer/supplier of its obligations in terms of the Contract as well as any damages suffered by the SM as a result of breach by the successful tenderer/supplier. The partnership/joint venture/ consortium partners hereby renounce the benefits of excussion and division.

SIGNED BY THE PARTNERS OF THE PARTNERSHIP/ JOINT VENTURE/ CONSORTIUM			
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY	Percentage contribution
Lead partner		Signature..... Name..... Designation.....	%
		Signature..... Name..... Designation.....	%
		Signature..... Name..... Designation.....	%
		Signature..... Name..... Designation.....	%

Note: A copy of the Joint Venture Agreement, showing clearly the **percentage contribution of each partner** to the joint venture, shall be appended to this schedule.

If the above schedule is does not provide sufficient space to capture all the joint venture details, please append all details to this schedule. A copy of the Joint Venture Agreement, clearly showing the **percentage contribution of each partner** to the joint venture, shall be appended to this schedule.

.....
 Signature Date

 Position Name of Tenderer/Contractor

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**SCHEDULE 3: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN
MANAGEMENT PRACTICES (MBD 8)**

Where the entity tendering is a joint venture, each party to the joint venture must sign a declaration in terms of the Municipal Finance Management Act, 56 of 2003, and attach it to this schedule.

- 1 The tender offer of any tenderer may be rejected if that tenderer or any of its directors/members have:**
- a) abused the municipality's / municipal entity's supply chain management system or committed any fraudulent 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).
- 2 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
2.1	Is the Tenderer or any of its directors listed on the National Treasury's Database of Restricted Suppliers as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website www.treasury.gov.za and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.1.1	If so, furnish particulars:		
2.2	Is the Tenderer 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, 12 of 2004? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.2.1	If so, furnish particulars:		
2.3	Was the Tenderer 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"/>
2.3.1	If so, furnish particulars:		
2.4	Does the Tenderer 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"/>
2.4.1	If so, furnish particulars:		
2.5	Was any contract between the Tenderer 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"/>
2.5.1	If so, furnish particulars:		

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

certify that the information furnished on this declaration form is true and correct, and accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

Signature

Date

Position

Name of Tenderer/Contractor

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SCHEDULE4: DECLARATION OF INTEREST – STATE EMPLOYEES (MBD 4 AMENDED)

1. No bid will be accepted from:
 - 1.1 persons in the service of the state¹, or
 - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state,.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

3.1 Full Name of tenderer or his or her representative:.....

3.2 Identity Number:

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

3.4 Company or Close Corporation Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

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

3.8.1 If yes, furnish particulars.

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

3.9.1 If yes, furnish particulars

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

3.10.1 If yes, furnish particulars.

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

3.11.1 If yes, furnish particulars

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

3.12.1 If yes, furnish particulars.....

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

3.13.1 If yes, furnish particulars.

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

3.14.1 If yes, furnish particulars:

3.15 Have you, or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company been in the service of the Municipality in the past twelve months? **YES / NO**

3.15.1 If yes, furnish particulars

3.16 Do you have any employee/s who was/were in the service of the Municipality at a level of ???? or higher at the time they left the employ of the Municipality, and who was involved in any of the Municipality's bid committees for this bid? **YES / NO**

3.16.1 If yes, furnish particulars

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

Full Name	Identity Number	State Employee Number

If the above table does not sufficient to provide the details of all directors / trustees / shareholders, please append full details to the tender submission.

The tenderer hereby certifies that the information set out in this schedule and/or attached thereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in the tender being declared non-responsive, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it

Signature

Date

Name (PRINT)
 (For and on behalf of the tenderer, duly authorised)

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

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

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**SCHEDULE 5: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE
 PREFERENTIAL PROCUREMENT REGULATIONS 2017 (MBD 6.1 AMENDED)**

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2
- a) The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
 - b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

	<u>POINTS</u>
<u>PRICE</u>	<u>80</u>
<u>SPECIFIC GOALS</u>	<u>20</u>
<u>Points for historically disadvantaged persons by unfair discrimination based on race, gender, or disability</u>	<u>10</u>
<u>Points for Locality (Domiciled in the Senqu Local Municipality)</u>	<u>10</u>
<u>Points for Locality (Domiciled in the Joe Gqabi District Municipality)</u>	<u>5</u>
<u>Points for Locality (Domiciled in the Eastern Cape Province)</u>	<u>2</u>
<u>Points for Locality (Domiciled outside the Eastern Cape Province)</u>	<u>0</u>
<u>Total points for Price and B-BBEE must not exceed</u>	<u>100</u>

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that for historically disadvantaged persons by unfair discrimination based on race, gender or disability are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim regarding preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

4.3 POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \qquad \text{or} \qquad P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

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

- 5.1 In terms of the Municipalities specific goals as indicated, municipal specific goals for preference points which must be awarded to a bidder for Points for historically disadvantaged persons by unfair discrimination based on race, gender or disability in accordance with the table below:

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Specific Goals	Document to be submitted	Number of points allocated
Points for historically disadvantage persons by unfair discrimination based on race, gender or disability	Valis BBBEE Certificate or Sworn Affidavit	Max 10 Points
	1	10
	2	9
	3	7
	4	6
	5	5
	6	4
	7	2
	8	1
	0	0

6. BID DECLARATION

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

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

7.1 B-BBEE Status Level of Contributor: . . . =(maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?
 (**Tick applicable box**)

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

8.1.1 If yes, indicate:

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

(**Tick applicable box**)

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

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2022:

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
Black people	√	√
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

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9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.6 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

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

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

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WITNESSES
1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)

For official use.		
SIGNATURE OF MUNICIPAL OFFICIALS AT TENDER OPENING		
1.	2.	3.

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SCHEDULE 6: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (N/A)

If the value of the transaction is expected to exceed R10 million (VAT included) the tenderer shall complete the following questionnaire, attach the necessary documents and sign this schedule:

1. Are you by law required to prepare annual financial statements for auditing ? (Please mark with X)

YES		NO	
-----	--	----	--

1.1 If YES, submit audited annual financial statements:

- (i) for the past three years, or
- (ii) since the date of establishment of the tenderer (if established during the past three years)

By attaching such audited financial statements to **List of other documents attached by tenderer** schedule.

2. Do you have any outstanding undisputed commitments for municipal services towards the SM or other municipality in respect of which payment is overdue for more than 30 (thirty) days? (Please mark with X)

YES		NO	
-----	--	----	--

2.1 If NO, this serves to certify that the tenderer has no undisputed commitments for municipal services towards any municipality for more than three (3) (three) months in respect of which payment is overdue for more than 30 (thirty) days.

2.2 If YES, provide particulars:

3. Has any contract been awarded to you by an organ of state during the past five (5) years? (Please mark with X)

YES		NO	
-----	--	----	--

3.1 If YES, insert particulars in the table below including particulars of any material non-compliance or dispute concerning the execution of such contract. Alternatively attach the particulars to **List of other documents attached by tenderer** schedule in the same format as the table below:

Organ of State	Contract Description	Contract Period	Non-compliance/dispute (if any)

4. Will any portion of the goods or services be sourced from outside the Republic, and if so, what portion and whether any portion of payment from the SM is expected to be transferred out of the Republic? (Please mark with X)

YES		NO	
-----	--	----	--

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4.1 If YES, furnish particulars below

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

Signature
Print name:
On behalf of the tenderer (duly authorised)

Date

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**SCHEDULE 7: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND
CONTENT FOR DESIGNATED SECTORS**

This declaration is based on and replaces Municipal Bid Document 6.2 (MBD 6.2).

The amendments made to the MBD 6.2 document have been necessary to clarify this standard document as it relates to local production and content in the designated sector as encapsulated in the Preferential Procurement Regulations, 2017.

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

Documents listed herein are downloadable from the dtic's official website, <http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/>

This schedule must be completed by tenderers and returned with their tender at the closing date and time for this tender.

1. General Conditions

- 1.1 Preferential Procurement Regulations, 2022 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2 Regulation 8(2) prescribes that in the case of designated sectors, organs of state must advertise such bids with the specific bidding condition that only locally produced goods with a stipulated minimum threshold for local production and content will be considered.
- 1.3 Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4 A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by SA Reserve Bank at close of business on the date of advertisement of the bid as required in paragraph 4.1 below.

NOTE: The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/> at no cost.

- 1.6 A bid may be disqualified/declared non-responsive if this Declaration Certificate and Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation.

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2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
 - 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
 - 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
 - 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
 - 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
 - 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
 - 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
 - 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
 - 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
N/A	N/A

- 4.** Does any portion of the services, works or goods offered for Items as detailed in Annexure C have any imported content?

(Tick applicable box)

YES		NO	
------------	--	-----------	--

- 4.1** If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

- 4.** Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dtic must be informed accordingly in order for the dtic to verify and in consultation with the SM provide directives in this regard.

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

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011;
 - (c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 2 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ DATE: _____

WITNESS No. 1 _____ DATE: _____

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WITNESS No. 2

DATE: _____

Bid No:54/2022-2023T
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SATS 1286.2011

Annex C

Local Content Declaration - Summary Schedule

(C1)	Tender No.			
(C2)	Tender description:			
(C3)	Designated product(s)			
(C4)	Tender Authority:			
(C5)	Tendering Entity name:			
(C6)	Tender Exchange Rate:	Pula		EU
(C7)	Specified local content %			GBP

Note: VAT to be excluded from all calculations

Calculation of local content

Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

Tender summary

Anticipated Annual Tender Qty (m)	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

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Calculation of local content

Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

Tender summary

Anticipated Annual Tender Qty (m)	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

(C20) Total tender value	R	
(C21) Total Exempt imported content	R	
(C22) Total Tender value net of exempt imported content	R	
(C23) Total Imported content		R
(C24) Total local content		R
(C25) Average local content % of tender		

Signature of tenderer from Annex B

Date: _____

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SCHEDULE 8: SCHEDULE OF PRE-QUALIFICATION CRITERIA SUB-CONTRACTORS

N/A

SCHEDULE 9: MUNICIPAL ACCOUNTS' STATUS

To: THE MUNICIPAL MANAGER, SENQU MUNICIPALITY
From: _____
 (Name of tenderer)

The tenderer:

- a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the Municipal Manager may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer (or any of its directors/members/partners) to the Senqu Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
- b) hereby agrees to provide evidence in the form of current municipal accounts that will enable the SM to evaluate the municipal accounts statuses of the entity and its directors / members / partners.
- c) The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being declared non-responsive, and/or (in the event that the tenderer is successful) the cancellation of the contract and/or steps in terms of abuse of the Supply Chain Management Policy.

Physical Business address of the Tenderer	Municipal Account number(s)

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

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)

 Signature
 Print name:
 On behalf of the tenderer (duly authorised)

 Date

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**SCHEDULE 10: DECLARATION IN RESPECT OF COMPLIANCE WITH LABOUR
LEGISLATION (N/A)**

**SCHEDULE 11: CONFIRMATION OF SUPPLIER REGISTRATION /
ACCREDITATION (N/A)**

SCHEDULE 12: SCHEDULE OF SUB-CONTRACTORS (N/A)

SCHEDULE 13: PRICE BASIS FOR IMPORTED RESOURCES (N/A)

**SCHEDULE 14: PROPOSED DEVIATIONS AND QUALIFICATIONS BY
TENDERER (N/A)**

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SCHEDULE 15: RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the SM before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

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SCHEDULE 16: INFORMATION TO BE PROVIDED WITH THE TENDER

N/A

SIGNED ON BEHALF OF TENDERER:

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SCHEDULE 16A: BID OPTIONS PREFERENCE – N/A

SIGNED ON BEHALF OF TENDERER:

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SCHEDULE 16B: TRACK RECORD OF BIDDING ENTITY (N/A)

SCHEDULE 16C: SIMILAR PROJECTS EXPERIENCE (N/A)

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SCHEDULE 16D: KEY STAFF EXPERIENCE

The information contained on this schedule will be utilised to evaluate the functionality criterium 3 as stated in clause 3.2.1.1.4 of this bid document.

The following is a statement of work of a similar nature successfully executed by myself/ourselves within the past five (5) years with a minimum value of R 5 000 000:

Employer: Contact Person and contact details	Description of Work	Value of Work (Rand value and excl. of VAT)	Start Date	End Date
Client:				
Contact Person:				
Tel. No.:				
e-mail address:				
Client:				
Contact Person:				
Tel. No.:				
e-mail address:				
Client:				
Contact Person:				
Tel. No.:				
e-mail address:				
Client:				
Contact Person:				
Tel. No.:				
e-mail address:				

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A separate schedule - ASSESSMENT OF BIDDER – which should be clearly referenced must be submitted for each Independent Reference identified in this table.

Signature of person authorised to sign on behalf of the Bidder

Date

Attach additional pages if more space is required.

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SCHEDULE 16E: OPERATIONAL & STATUTORY REQUIREMENTS

The information contained on this schedule will be utilised to evaluate the requirements as stated in clause 3.2.1.1.4 of this bid document.

Workshop Equipment

The following is not intended to be a complete list of appropriate equipment. It is a typical minimum list of standard equipment which should be found in a motor vehicle/truck repair workshop. Service providers need to acquaint themselves with the type of equipment required for repairs to the fleet items utilized by Senqu Local Municipality.

Service providers must have relevant minimum workshop equipment.

WORKSHOP EQUIPMENT	
Artisan Work Area:	Workshop Bench and Vice Jumper Cables Battery Booster Cables Bench Grinder Battery Charger Drill Press Creeper Fender Covers and Seat Covers
Tool Store:	Vehicle OEM workshop manuals Micrometer Dial Indicator (plunger type) Multi-meter Pressure gauges various i.e. oil pressure Drill portable Grinder Stud extractor Tap and Die Set Carbon Air Pressure gauges Air Brake Pressure Gauge (if applicable) Soldering Iron (Light vehicles) Impact Wrenches 13mm – 16mm (Trucks) Impact Wrenches 13mm – 32mm (Light vehicles) Torque Wrenches 60Nm – 340 Nm (Trucks) Torque Wrenches 300 Nm – 700 Nm Torx head socket set 2-in-1 Anti-freeze / Battery analysis kit
Parts Cleaning Area:	Parts Washer Waste solvent draining tank
Diagnostics:	Diagnostic OBD fault code computer 4 Gas analyser Brake fluid tester Compression tester kit universal
	Cylinder leak detector m12/14mm Radiator pressure tester

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Vehicle lifting and Pit:	Two post lift with base plate Four post lift with base plate Heavy duty steel jack stands or similar Trolley Jacks Transmission Jacks Appropriate trestles Pit
Tires:	Compressor
Lubrication:	Grease Gun
Waste oils:	Drip trays – Diesel and graded Oil collection trolley on wheels
Brake Load Tester:	Tester
Lights:	Headlight Beam Tester / Aiming facility
Suspension:	Heavy Duty Coil Spring Compressor
Bearing Replacement:	Hydraulic Press Set Bearing Pullers Bearing Removing Tool Set
General Welding:	Electric welder and Hood Gas welding / Brazing / Heating Set
General Lifting Equipment:	Appropriate lifting equipment
Brake / Clutch Repairs:	Clutch / Brake Venting Tool Pneumatic Brake Fluid Extractor and Refiller Bottle

Attach additional pages if more space is required.

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SCHEDULE 16F: ASSESMENT OF BIDDER

Assessment of Bidder's performance by an Independent Reference
 (this form must accompany the Experience of Bidder form and be submitted by the bidder with the BID submission)

Name of the Bidder	
Contract/BID number (if applicable)	
Value of Contract	R
Date of Commencement	
Contract Duration	
Number of Sites	

Your assessment of the Contractor's performance in the following areas: Tick one of the blocks on the right hand side 1 = Poor, 5 = Excellent	1	2	3	4	5
Turn-around times					
Quality of feedback					
Accessibility and availability					
Reliability					
Customer satisfaction					
1 = Poor 2 = Unsatisfactory 3 = Average 4 = Good 5 = Excellent					

Comments

Name of person completing this Assessment Form	
Representing Firm	
Telephone Number	R
e-mail address	
Date of Assessment	

(Attach appointment letter within the last five (5) years)

OFFICIAL COMPANY STAMP / SIGNATURE OF OFFICIAL RESPONSIBLE FOR COMPLETING THE ASSESSMENT FORM	
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(8) SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract, referring to the National Treasury – Conditions of Contract (revised July 2010), are applicable to this Contract:

1. Definitions

1.15 The word 'Goods' is to be replaced everywhere it occurs in the GCC with the phrase 'Goods and / or Services' which means all of the equipment, machinery, materials, services, products, consumables, etc. that the supplier is required to deliver to the purchaser under the contract. This definition shall also be applicable, as the context requires, anywhere where the words "supplies" and "services" occurs in the GCC.

1.19 The word 'Order' is to be replaced everywhere it occurs in the GCC with the words 'Purchase Order' which means the official purchase order authorised and released on the purchaser's system.

Delete Clause 1.21 and substitute with the following:

1.21 'Purchaser' means the **Senqu Municipality**. The address of the Purchaser is **19 Murray Street, Lady Grey**.

1.26 'Supplier' means any provider of goods and / or services with whom the contract is concluded

1.27 "Intellectual Property" means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, copyright and rights in the nature of copyright, design rights, rights in databases, know-how, trade secrets and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites

1.28 'Framework Agreement' means a contract for construction works, goods and services, between the SM and one or more suppliers for the provision of construction works, goods or services, which are of an ad-hoc or repetitive nature on an "as instructed" or "as and when required" basis where the terms, conditions, specifications, rates, prices, and works order allocation processes are awarded for use over a predetermined period without guaranteeing any quantum of expenditure utilising the contract.

1.29 'Term Tender' means a contract for goods, works and services for a longer term period which is rates based whereby a main supplier/contractor and/or standby suppliers/contractors are appointed.

1.30 'Standby Supplier(s)' means a supplier(s) appointed by the SM under a framework agreement to be available to execute works orders as and when the need arises, if higher ranked supplier(s) has refused, or is unable to perform, a specific works order.

1.31 "Works Order Allocation Process" means the process through which task(s) are determined and allocated in a framework agreement in accordance with the terms and conditions of the relevant contract.

1.32 'Works Orders' means task(s) to be performed by a supplier under a framework agreement, of which the specific terms, conditions, and scope is specified in a works order contract document.

1.34 'Works Order Acceptance/Refusal Notice' means the formal notification, signed by the supplier in accordance with the framework agreement, which was sent to the SM, informed of its decision to accept or refuse the opportunity afforded to it, to further participate in the supplier appointment procedure for a works order.

3. General Obligations

3.2 The parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.

3.3 All parties in a joint venture or consortium shall be jointly and severally liable to the purchaser in terms of this contract and shall carry individually the minimum levels of insurance stated in the contract, if any.

3.4 The parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the delivery of the goods and give all notices and pay all charges required by such authorities.

3.4.1 The parties agree that this contract shall also be subject to the SM's Supply Chain Management Policy

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	(‘SCM Policy’) that was applicable on the date the bid was advertised, save that if the Purchaser adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract. Please refer to this document contained on the SM’s website.
3.4.2	Abuse of the supply chain management system is not permitted and may result in cancellation of the contract, restriction of the supplier, and/or the exercise by the municipality of any other remedies available to it as described in the SCM Policy.
3.5	The supplier shall:
3.5.1	Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the order:
a)	Proof of Insurance (Refer to Clause 11) or Insurance Broker’s Warrantee
b)	Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11)
c)	Initial delivery programme
d)	Other requirements as detailed in the tender documents
3.5.2	Only when notified of the acceptance of the bid by the issuing of the order, the supplier shall commence with and carry out the delivery of the goods in accordance with the contract, to the satisfaction, of the purchaser
3.5.3	Provide all of the necessary materials, labour, plant and equipment required for the delivery of the goods including any temporary services that may be required
3.5.4	Insure his workmen and employees against death or injury arising out of the delivery of the goods
3.5.5	Be continuously represented during the delivery of the goods by a competent representative duly authorised to execute instructions;
3.5.6	In the event of a loss resulting in a claim against the insurance policies stated in clause 11, pay the first amount (excess) as required by the insurance policy
3.5.7	Comply with all written instructions from the purchaser subject to clause 18
3.5.8	Complete and deliver the goods within the period stated in clause 10, or any extensions thereof in terms of clause 21
3.5.9	Make good at his own expense all incomplete and defective goods during the warranty period
3.5.10	Pay to the purchaser any penalty for delay as due on demand by the purchaser. The supplier hereby consents to such amounts being deducted from any payment to the supplier.
3.5.11	Comply with the provisions of the OHS Act & all relevant regulations.
3.5.12	Comply with all laws relating to wages and conditions generally governing the employment of labour in the Eastern Cape area and any applicable Bargaining Council agreements.
3.5.13	Deliver the goods in accordance with the contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.
3.6	The purchaser shall:
3.6.1	Issue orders for the goods required under this Contract. No liability for payment will ensue for any work done if an official purchase order has not been issued to the supplier.
3.6.2	Make payment to the supplier for the goods as set out herein.
3.6.3	Take possession of the goods upon delivery by the supplier.
3.6.4	Regularly inspect the goods to establish that it is being delivered in compliance with the contract.
3.6.5	Give any instructions and/or explanations and/or variations to the supplier including any relevant advice to assist the supplier to understand the contract documents.
3.6.6	Grant or refuse any extension of time requested by the supplier to the period stated in clause 10.
3.6.7	Inspect the goods to determine if, in the opinion of the purchaser, it has been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.
3.6.8	Brief the supplier and issue all documents, information, etc. in accordance with the contract.
	<u>5. Use of contract documents and information; inspection, copyright, confidentiality, etc.</u>
	<i>Add the following after clause 5.4:</i>

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5.5	Copyright of all documents prepared by the supplier in accordance with the relevant provisions of the copyright Act (Act 98 of 1978) relating to contract shall be vested in the purchaser. Where copyright is vested in the supplier, the purchaser shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the contract and need not obtain the supplier's permission to copy for such use. Where copyright is vested in the purchaser, the supplier shall not be liable in any way for the use of any of the information other than as originally intended for the contract and the purchaser hereby indemnifies the supplier against any claim which may be made against him by any party arising from the use of such documentation for other purposes. The ownership of data and factual information collected by the supplier and paid for by the purchaser shall, after payment, vest with the purchaser
5.6	Publicity and publication The supplier shall not release public or media statements or publish material related to the services or contract within two (2) years of completion of the services without the written approval of the purchaser, which approval shall not be unreasonably withheld.
5.7	Confidentiality Both parties shall keep all information obtained by them in the context of the contract confidential and shall not divulge it without the written approval of the other party.
5.8	Intellectual Property
5.8.1	The supplier acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Purchaser.
5.8.2	The supplier hereby assigns to the Purchaser, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the contract, unless the Parties expressly agree otherwise in writing.
5.8.3	The supplier shall, and warrants that it shall:
5.8.3.1	not be entitled to use the Purchaser's Intellectual Property for any purpose other than as contemplated in this contract;
5.8.3.2	not modify, add to, change or alter the Purchaser's Intellectual Property, or any information or data related thereto, nor may the supplier produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Purchaser;
5.8.3.3	not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Purchaser;
5.8.3.4	comply with all reasonable directions or instructions given to it by the Purchaser in relation to the form and manner of use of the Purchaser Intellectual Property, including without limitation, any brand guidelines which the Purchaser may provide to the supplier from time to time;
5.8.3.5	procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 5.8.3.1 to 5.8.3.3 above;
	unless the Purchaser expressly agrees thereto in writing after obtaining due internal authority.
5.8.4	The supplier represents and warrants to the Purchaser that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Purchaser from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the supplier of any third party's Intellectual Property rights.
5.8.5	In the event that the contract is cancelled, terminated, ended or is declared void, any and all of the Purchaser's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Purchaser by the supplier and no copies thereof shall be retained by the supplier unless the Purchaser expressly and in writing, after obtaining due internal authority, agrees otherwise.
<u>7. Performance Security – N/A</u>	
7.1	Within 14 (fourteen) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified herein. The Guarantee Sum shall be equal to [DRAFTER TO INSERT RAND AMOUNTS REQUIRED AS DETERMINED IN ACCORDANCE WITH THE REQUIREMENTS OF THE SCM POLICY] being [] percent of the Contract price. <i>Delete clause 7.3 and replace with the following:</i>
7.3	The performance security shall be furnished strictly in accordance with the terms and conditions set

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	out in Form of Guarantee / Performance Security and can only be issued by any one of the Financial Institutions listed in Annexure A (attached to this form).
	<i>Delete clause 7.4 and replace with the following:</i>
7.4	The performance security will be discharged by the purchaser and returned to the supplier strictly in accordance with the terms and conditions set out in the Form of Guarantee / Performance Security
	OR
	<i>Delete clause 7.1 to 7.4 and replace with the following:</i>
	<i>'Not Applicable</i>
8. Inspections, tests and analyses	
	<i>Delete Clause 8.2 and substitute with the following:</i>
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 inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organisation acting on behalf of the purchaser.
10. Delivery and documents	
	<i>Delete clauses 10.1 and 10.2 and replace with the following:</i>
10.1	Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The time for delivery of the goods shall be the date as stated on the order. Orders for the supply and delivery of goods may be raised up until the expiry of a framework agreement bid, provided that the goods can be delivered within 30 days of expiry of the framework contract. All orders, other than for the supply and delivery of goods, must be completed prior to the expiry of the contract period.
10.2	The purchaser shall determine, in its sole discretion, whether the goods have been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended. When the purchaser determines that the goods have been satisfactorily delivered, the purchaser must issue an appropriate certification, or written approval, to that effect. Invoicing may only occur, and must be dated, on or after the date of acceptance of the goods.
11. Insurance	
	<i>Add the following after clause 11.1:</i>
11.2	Without limiting the obligations of the supplier in terms of this contract, the supplier shall effect and maintain the following additional insurances:
a)	Public liability insurances, in the name of the supplier, covering the supplier and the purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than R?? million for any single claim;
b)	Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;
c)	Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the bidder's broker or the insurance company itself (see Proof of Insurance / Insurance Broker's Warranty section in document for a pro forma version).
11.3	The supplier shall be obliged to furnish the SM with proof of such insurance as the SM may require from time to time for the duration of this Contract. Evidence that the insurances have been effected in terms of this clause, shall be either in the form of an insurance broker's warranty worded precisely as per the pro forma version contained in the Proof of Insurance / Insurance Broker's Warranty section of the document or copies of the insurance policies.
15. Warranty	
	<i>Add to Clause 15.2:</i>
15.2	This warranty for this contract shall remain valid for twelve (12) months after the goods have been delivered.
16. Payment	
	<i>Delete Clause 16.1 in its entirety and replace with the following:</i>
16.1	A monthly payment cycle will be the norm. All invoices which are dated on or before the 20th of a particular month will typically be paid between the 23rd and 26th of the following month. The supplier may submit a fully motivated application regarding more frequent payment to the Purchaser's Director: Expenditure for consideration. Requests for more frequent payments will be considered at the sole discretion of the Purchaser and is not a right in terms of this contract.
	<i>Delete Clause 16.2 in its entirety and replace with the following:</i>

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16.2	The supplier shall furnish the purchaser's Accounts Payable Department with an original tax invoice, clearly showing the amount due in respect of each and every claim for payment.
	<i>Add the following after clause 16.4</i>
16.5	Notwithstanding any amount stated on the order, the supplier shall only be entitled to payment for goods actually delivered in terms of the Project Specification and Drawings, or any variations in accordance with clause 18. Any contingency sum included shall be for the sole use, and at the discretion, of the purchaser.
	The SM is not liable for payment of any invoice that pre-dates the date of delivery of the goods.
16.6	The purchaser will only make advanced payments to the supplier in strict compliance with the terms and details as contained on Proforma Advanced Payment Guarantee and only once the authenticity of such guarantee has been verified by the Purchaser's Treasury Department.
17. Prices	
	<i>Add the following after clause 17.1</i>
17.2	If as a result of an award of a contract beyond the original tender validity period, the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then the contract may be subject to contract price adjustment for that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by Supply Chain Management if such was not included in the bid documents.
17.3	If as a result of any extension of time granted the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then contract price adjustment may apply to that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by Supply Chain Management if such was not included in the bid documents.
17.4	The prices for the goods delivered and services performed shall be subject to contract price adjustment and the following conditions will be applicable:
a)	A percentage increase for each year will be indicated at the pricing schedule in Section 6.8.1 Table 1 paragraph PS8 by the bidder when the pricing schedule is completed. If this section is not filled in by the Bidder then no price increase will be allowed.
17.5	If price adjustment for variations in the cost of plant and materials imported from outside of South Africa is provided for in the contract, such adjustment shall be based on the information contained on the schedule titled " Price Basis for Imported Resources " and as below. For the purposes of this clause the Rand value of imported Plant and Materials inserted on the schedule titled " Price Basis for Imported Resources " (column (F)) shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate quoted by SM's main banker, Standard Bank, on the Base Date (seven calendar days before tender closing date) rounded to the second decimal place (column(B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)).
17.5.1	Adjustment for variations in rates of exchange:
(a)	The value in foreign currency inserted in column (A) shall be subject to clause (h) below when recalculating the Rand value.
(b)	The rate of exchange inserted in column (B) shall be the closing spot selling rate quoted by Council's main banker, Standard Bank, on the Base Date, rounded to the second decimal place, subject to sub-paragraph (c) below.
(c)	If the rate of exchange inserted by the Tenderer differs from the Standard Bank rate referred to above, then the Standard Bank rate shall apply and the Rand value in columns (C) and (F) shall be recalculated accordingly, without altering the price in the Price Schedule for the relevant items.
(d)	If a tender from a supplier or sub-contractor provides for variations in rates of exchange, the Supplier may only claim for variations in rates of exchange if he binds the supplier or sub-contractor to the same provision to take out forward cover as described in sub-paragraph (e) below.
(e)	The Supplier (or sub-contractor) shall within five working days from the date of placing a firm order on an overseas supplier, cover or recover forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported Plant and Materials inserted by the Tenderer on the scheduled titled " Price Basis for Imported Resources ".
(f)	When the Supplier (or sub-contractor) so obtains forward cover, the Supplier shall immediately notify the SM of the rate obtained and furnish the SM with a copy of the foreign exchange contract note.
(g)	Based on the evidence provided in sub-paragraph (f) above, the value in Rand inserted in column (C) of on the schedule titled " Price Basis for Imported Resources " shall be recalculated using the forward

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	cover rate obtained, and any increase or decrease in the Rand value defined in this clause shall be adjusted accordingly, subject to sub-paragraph (h) below.
(h)	The adjustments shall be calculated upon the value in foreign currency in the Supplier's (or sub-contractor's) forward cover contract , provided that, should this value exceed the value in foreign currency inserted in column (A) of on the schedule titled " Price Basis for Imported Resources ", then the value in column (A) shall be used.
17.53.2	Adjustment for variations in customs surcharge and customs duty
(a)	Any increase or decrease in the Rand value between the amounts of Customs Surcharge and Customs Duty inserted in on the schedule titled " Price Basis for Imported Resources " and those amounts actually paid to the Customs and Excise Authorities, which are due to changes in the percentage rates applicable or to the foreign exchange rate used by the authorities, shall be adjusted accordingly.
(b)	The Tenderer shall state the Customs Duty Tariff Reference applicable to each item and the Supplier shall advise the SM's Agent of any changes which occur.
17.5.3	Adjustment for variation in labour and material Costs
	If the prices for imported Plant and Materials are not fixed, the Supplier shall in his Tender specify the formula for calculating Contract Price Adjustments normally used in the country of manufacture and the indices and relative proportions of labour and material on which his Tender prices are based. Evidence of the indices applicable shall be provided with each claim. The indices applicable 42 days before contractual dispatch date from the factory will be used for the purposes of Contract Price Adjustment.
	Failure to specify a formula in the Tender shall mean that the prices are fixed or shall be deemed to be fixed.
<u>18. Contract Amendments</u>	
	<i>Delete the heading of clause 18 and replace with the following:</i>
<u>18. Contract Amendments and Variations</u>	
	<i>Add the following to clause 18.1:</i>
	Variations means changes to the goods, extension of the duration or expansion of the value of the contract that the purchaser issues to the supplier as instructions in writing, subject to prior <i>approval</i> by the purchaser's delegated authority. Should the supplier deliver any goods not described in a written instruction from the purchaser, such work will not become due and payable until amended order has been issued by the purchaser.
<u>20. Subcontracts</u>	
	<i>Add the following after clause 20.1:</i>
20.2	The supplier shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if the were the acts, defaults or negligence of the supplier.
20.3	Any appointment of a subcontractor shall not amount to a contract between the SM and the subcontractor, or a responsibility or liability on the part of the SM to the subcontractor and shall not relieve the supplier from any liability or obligation under the contract.
<u>21. Delays in the supplier's performance</u>	
	<i>Delete Clause 21.2 in its entirety and replace with the following:</i>
21.2	If at any time during the performance of the contract the supplier or its sub-contractors should encounter conditions beyond their reasonable control which impede the timely delivery of the goods, the supplier shall notify the purchaser in writing, within 7 Days of first having become aware of these conditions, of the facts of the delay, its cause(s) and its probable duration. As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation, and may at his discretion extend the time for delivery.
	Where additional time is granted, the purchaser shall also determine whether or not the supplier is entitled to payment for additional costs in respect thereof. The principle to be applied in this regard is that where the purchaser or any of its agents are responsible for the delay, reasonable costs shall be paid. In respect of delays that were beyond the reasonable control of both the supplier and the purchaser, additional time only (no costs) will be granted.
	The purchaser shall notify the <i>supplier</i> in writing of his decision(s) in the above regard.
21.3	No provision in a contract shall be deemed to prohibit the obtaining of goods from a national department, provincial department, or a local authority.
<u>22. Penalties</u>	
	<i>Delete clause 22.1 and replace with the following:</i>
22.1	Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods within the period(s)

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	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 as stated herein for each day of the delay until actual delivery or performance.
	The penalty for this contract shall be [2.5% of the invoice amount]
23. Termination for default	
	<i>Delete the heading of clause 23 and replace with the following:</i>
23. Termination	
	<i>Add the following to the end of clause 23.1:</i>
	if the <i>supplier</i> fails to remedy the breach in terms of such notice
	<i>Add the following after clause 23.7:</i>
23.8	In addition to the grounds for termination due to default by the supplier, the contract may also be terminated:
23.8.1	Upon the death of the supplier who was a Sole Proprietor, or a sole member of a Close Corporation, in which case the contract will terminate forthwith.
23.8.2	The parties by mutual agreement terminate the contract.
23.8.3	If an Order has been issued incorrectly, or to the incorrect recipient, the resulting contract may be terminated by the purchaser by written notice
23.8.4	If a material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective, provided the Municipal Manager follows the processes as described in the purchasers SCM Policy.
23.8.5	After providing notice to the supplier, if the implementation of the contract may result in reputational risk or harm to the Purchaser as a result of (inter alia):
23.8.5.1	reports of poor governance and/or unethical behaviour;
23.8.5.2	association with notorious individuals or their known family;
23.8.5.3	poor performance issues, known to the Purchaser; or
23.8.5.4	negative social media reports.
23.9	If the contract is terminated in terms of clause 23.8, all obligations that were due and enforceable prior to the date of the termination must be performed by the relevant party.
26. Termination for insolvency	
	<i>Delete clause 26.1 and replace with the following:</i>
26.1	The purchaser may make either of the following elections to ensure its rights are protected and any negative impact on service delivery is mitigated:
26.1.1	accept a supplier proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms; or
26.1.2	terminate the contract, as the liquidator proposed supplier is deemed unacceptable to the purchaser, at any time by giving written notice to the supplier (via the liquidator).
26.2	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	
	<i>Amend clause 27.1 as follows:</i>
27.1	If any dispute or difference of any kind whatsoever, with the exception of termination in terms of clause 23.1(c), arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.
	<i>Delete Clause 27.2 in its entirety and replace with the following:</i>
27.2	Should the parties fail to resolve any dispute by way of mutual consultation, either party shall be entitled to refer the matter for mediation before an independent and impartial person appointed by the Purchaser Manager in accordance with Regulation 50(1) of the Local Government: Municipal Finance Management Act, 56 of 2003 – Municipal Supply Chain Management Regulations (Notice 868 of 2005). Such referral shall be done by either party giving written notice to the other of its intention to commence with mediation. No mediation may be commenced unless such notice is given to the other party.
	Irrespective whether the mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and share the costs of the mediator and related costs equally.
	The mediator shall agree the procedures, representation and dates for the mediation process with the parties. The mediator may meet the parties together or individually to enable a settlement.

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	Where the parties reach settlement of the dispute or any part thereof, the mediator shall record such agreement and on signing thereof by the parties the agreement shall be final and binding.
	Save for reference to any portion of any settlement or decision which has been agreed to be final and binding on the parties, no reference shall be made by or on behalf of either party in any subsequent court proceedings, to any outcome of an amicable settlement by mutual consultation, or the fact that any particular evidence was given, or to any submission, statement or admission made in the course of amicable settlement by mutual consultation or mediation.
28. Limitation of Liability	
	<i>Delete clause 28.1 (b) and replace with the following:</i>
(b)	the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the sums insured in terms of clause 11 in respect of insurable events, or where no such amounts are stated, to an amount equal to twice the contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
	<i>Add the following after clause 28.1:</i>
28.2	Without detracting from, and in addition to, any of the other indemnities in this contract, the supplier shall be solely liable for and hereby indemnifies and holds harmless the purchaser against all claims, charges, damages, costs, actions, liability, demands and/or proceedings and expense in connection with:
a)	personal injury or loss of life to any individual;
b)	loss of or damage to property;
	arising from, out of, or in connection with the performance by the supplier in terms of this Contract, save to the extent caused by the gross negligence or wilful misconduct of the purchaser.
28.3	The supplier and/or its employees, agents, concessionaires, suppliers, sub-contractors or customers shall not have any claim of any nature against the purchaser for any loss, damage, injury or death which any of them may directly or indirectly suffer, whether or not such loss, damages, injury or death is caused through negligence of the purchaser or its agents or employees.
28.4	Notwithstanding anything to the contrary contained in this Contract, under no circumstances whatsoever, including as a result of its negligent (including grossly negligent) acts or omissions or those of its servants, agents or contractors or other persons for whom in law it may be liable, shall any party or its servants (in whose favour this constitutes a <i>stipulatio alteri</i>) be liable for any indirect, extrinsic, special, penal, punitive, exemplary or consequential loss or damage of any kind whatsoever, whether or not the loss was actually foreseen or reasonably foreseeable), sustained by the other party, its directors and/or servants, including but not limited to any loss of profits, loss of operation time, corruption or loss of information and/or loss of contracts.
28.5	Each party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amounts payable.
31. Notices	
	<i>Delete clauses 31.1 and 31.2 and replace with the following:</i>
31.1	Any notice, request, consent, approvals or other communications made between the Parties pursuant to the Contract shall be in writing and forwarded to the addresses specified in the contract and may be given as set out hereunder and shall be deemed to have been received when:
a)	hand delivered – on the working day of delivery
b)	sent by registered mail – five (5) working days after mailing
c)	sent by email or telefax – one (1) working day after transmission
32. Taxes and Duties	
	<i>Delete the final sentence of 32.3 and replace with the following:</i>
	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the SM will verify this through appropriate electronic means.
	<i>Add the following after clause 32.3:</i>
32.4	The VAT registration number of the Senqu Municipality is 4380193732 .
ADDITIONAL CONDITIONS OF CONTRACT	
	<i>Add the following Clause after Clause 34:</i>
35. Reporting Obligations.	
35.1	The supplier shall complete, sign and submit with each delivery note, all the documents as required in the Specifications. Any failure in this regard may result in a delay in the processing of any payments.

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(9) GENERAL CONDITIONS OF CONTRACT

(National Treasury - General Conditions of Contract (revised July 2010))

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1. Definitions

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1. 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 or her 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 in which an enterprise abroad is subsidised 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 recognised 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 with 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 consignee's 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 markets its goods on its own initiative in the RSA at lower prices than that of the country of origin, and which action has the potential to harm the local industries in the RSA.
 - 1.12 'Force majeure' means an event beyond the control of the supplier, not involving the supplier's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 'Fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the bidder of the benefits of free and open competition.
 - 1.14 'GCC' means the General Conditions of Contract.
 - 1.15 'Goods' means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
 - 1.16 'Imported content' means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and

which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
 - 1.17 'Local content' means that portion of the bidding price which is not included in the imported content, provided that local manufacture does take place.
 - 1.18 'Manufacture' means the production of products in a factory using labour, materials, components and machinery, and includes other, related value-adding activities.
 - 1.19 'Order' means an official written order issued for the supply of goods or works or the rendering of a service.

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- 1.20 'Project site', where applicable, means the place indicated in bidding documents.
- 1.21 'Purchaser' means the organisation purchasing the goods.
- 1.22 'Republic' means the Republic of South Africa.
- 1.23 'SCC' means the Special Conditions of Contract.
- 1.24 'Services' means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance, and other such obligations of the supplier covered under the contract.
- 1.25 '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 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

4. Standards

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

5. Use of contract documents and information; inspection.

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

7. Performance Security

- 7.1 Within 30 (thirty) 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 the SCC.

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- 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.
- 7.2 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:
- a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than 30 (thirty) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in the SCC.

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 inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organisation acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention of such 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 supplies 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 supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies 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 supplies 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 supplies 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 supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies 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 23 of the GCC.

9. Packing

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

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10. Delivery and documents

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

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 in the SCC.

12. Transportation

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

13. Incidental Services

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

14. Spare parts

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

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications), or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for 12 (twelve) 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 18 (eighteen) 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 the SCC.

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15.3 The purchaser shall notify the supplier promptly, in writing, of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in the 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 in the SCC, 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 in the SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of any other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than 30 (thirty) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in the SCC.

17. Prices

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

18. Contract Amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

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 the 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 or her 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 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure, outside of the contract, small quantities of supplies; or to have minor essential services executed if an emergency arises, or 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.

21.5 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 21.2 without the application of penalties.

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21.6 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:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, 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 Accounting Officer/Authority, actively associated.

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

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

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

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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, Act 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period of 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 anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidised 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 or she 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 or her.

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 notify the purchaser promptly, 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 such dispute or difference amicably, by mutual consultation.

27.2 If, after 30 (thirty) 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 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due to the supplier.

28. Limitation of Liability

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

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

29. Governing language

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

30. Applicable Law

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

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, licence fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, licence 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 the Department must be in possession of a tax clearance certificate submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act, Act 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 (or bid rigging).

34.2 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 the Competition Act, Act 89 of 1998.

34.3 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 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.

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(10) FORM OF GUARANTEE / PERFORMANCE SECURITY

FORM OF GUARANTEE / PERFORMANCE SECURITY

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address of Guarantor:

"Supplier" means:

"Contract Sum" means: The accepted tender amount (INCLUSIVE OF VAT) of R.....

Amount in words:

"Guaranteed Sum" means: The maximum amount of R

Amount in words:

"Contract" means: The agreement made in terms of the Form of Offer and Acceptance for tender no _____: _____ and such amendments or additions to the contract as may be agreed in writing between the parties.

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Guarantee/Performance Security up to and including the termination of the Contract or the date of payment in full of the Guaranteed Sum, whichever occurs first.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Guarantee/Performance to "Contract" is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this Guarantee/Performance Security is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Senqu Municipality the sum due and payable upon receipt of the documents identified in 4.1 to 4.2:
 - 4.1 A copy of a first written demand issued by the Senqu Municipality to the Supplier stating that payment of a sum which is due and payable has not been made by the Supplier in terms of the Contract and failing such payment within seven (7) calendar days, the Senqu Municipality intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Senqu Municipality to the Guarantor at the Guarantor's physical address with a copy to the Supplier stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum has still not been paid.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Senqu Municipality the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Senqu Municipality to the Guarantor at the Guarantor's physical address calling up this Guarantee / Performance Security, such demand stating that:
 - 5.1 the Contract has been terminated due to the Supplier's default and that this Guarantee/Performance Security is called up in terms of 5; or

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5.2 a provisional or final sequestration or liquidation court order has been granted against the Supplier and that the Guarantee/Performance Guarantee is called up in terms of 5; and

5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Senqu Municipality shall upon the termination date of the Contract, submit an expense account to the Guarantor showing how all monies received in terms of this Guarantee/Performance Security have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee/Performance Security shall bear interest at the prime overdraft rate of the Senqu Municipality 's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Senqu Municipality until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. The Senqu Municipality shall have the absolute right to arrange its affairs with the Supplier in any manner which the Senqu Municipality may deem fit and the Guarantor shall not have the right to claim his release from this Guarantee /Performance Security on account of any conduct alleged to be prejudicial to the Guarantor.
10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
11. This Guarantee/Performance Security is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee / Performance Security shall be returned to the Guarantor after it has expired.
12. This Guarantee/Performance Security, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
13. Where this Guarantee/Performance Security is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

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(12) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT(N/A)

(13) INSURANCE BROKER'S WARRANTY (PRO FORMA) (N/A)

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(14) SPECIFICATION(S)

14.1. Invitation

Senqu Local Municipality hereby invites bidders with experience of mechanical, auto electrical repairs and maintenance of vehicles and other internal combustion machinery, as and when required, for a period of thirty-six (36) months. The Municipality will appoint a panel of two service providers.

14.2. Minimum Submission Requirements – Pre-qualification criteria

Any omission of the below listed items would render an automatic disqualification

14.2.1 Supply unique security personal identification number (PIN) from SARS for TAX compliant status and a valid original tax clearance certificate.

14.2.2 Supply Municipal services (Water, Sanitation, Rates and Electricity) bill/s, not owing more than thirty (30) days.

a. A valid lease Agreement with Current Bill of Account not owing more than thirty (30) days for municipal services that the lessee/Bidder is responsible for.

b. In the event that the Bidder utilized prepaid services (e.g. water or and electricity) a valid clearance certificate must be submitted.

14.2.3 Submit proof of registration on the National Treasury Centralized Supplier's Database.

14.2.4 Submit certified copy of proof of membership with Retail Motor Industry (RMI).

14.2.5 Submit certified copy of proof of registration with Motor Industry Bargaining Council (MIBCO)

14.3. Scope of Work

This specification details the requirements for rendering and supply of relevant labor, material and spares related to the maintenance, diagnostic testing, fault finding and repairs of a mechanical, auto electrical nature and call out fees. This will be applicable to all Senqu Local Municipality's fleet of vehicles and other internal combustion machinery i.e. generators and trailers as well as the supply and delivery of automotive spare parts on an as and when required basis.

The BID scope of work will be divided into five (5) groupings:

a. Differential and gearbox includes gears, shaft, clutches and synchronizes hub will be repaired or replaced if necessary depending on the diagnostic activity conducted.

b. Auto Electrical includes repairs of starters, alternators, wiring, open circuit and close circuit works.

c. Engine overhaul will be skimming of cylinder head, grinding of valves, polishing or repairing of crank shafts, replacing of pistons & rings, other associated engine parts and oil pick up.

d. General repairs consist of repairing of prop shaft, upholstery work and minor body repairs, air brakes system, and suspensions.

e. Certificate of fitness preparation and certification.

14.4. Technical Specifications

14.4.1. The successful service provider will be required to provide all the transport, appropriately trained personnel, equipment and spare parts necessary to carry out the required repairs and maintenance work to all Senqu Local Municipality's fleet.

14.4.2. Secure parking for Senqu Local Municipality's fleet to be provided whilst at the Service Provider's premises.

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14.4.3 The existing fleet consists of the following: but repairs and maintenance will not exclude future procurements.

Table 1: List of existing fleet

No.	Make
1	BELL B20D 6X4 ADT DUMPER
2	BELL B20D 6X4 ADT DUMPER
3	BELL GRADER
4	BELL TANKER
5	Bell Tractor 2306D
6	Excavator PC 220-8
7	Excavator-Model 2004
8	Grader-Volvo G720B
9	Pedestrian - Roller
10	Roller-Self Driven-Bomag
11	Suction Hose Pump 8M(FHS404EC)
12	Grid Roller - Hyster
13	John deer Bell 670G
14	Kombi NV350 Combi 2.5 16 SEAT
15	kombi Toyota Quantum 2.7P
16	LDV Base Nissan NP-200-1,6
17	LDV Base Nissan NP-200-1,6
18	LDV Ford Ranger 2,2 SC LWB
19	LDV Ford Ranger 2,2 SC LWB
20	LDV Isuzu 250 KB
21	LDV Isuzu 250 KB D LWB
22	LDV Isuzu 250 KB D LWB
23	LDV Isuzu-E/CAB LE KB250D
24	LDV Isuzu-KB 250Dc
25	LDV Nissan 2.7D Hardbody
26	LDV NISSAN NAVARA D/CAB
27	LDV NISSAN NAVARA D/CAB
28	LDV NISSAN NP 300 H/BODY D/CAB
29	LDV NISSAN NP 300 H/BODY D/CAB
30	LDV NISSAN NP 300 H/BODY D/CAB
31	LDV NISSAN NP300 H/BODY LWB
32	LDV NISSAN NP300 H/BODY LWB
33	LDV NISSAN NP300 H/BODY LWB
34	LDV NISSAN NP300 H/BODY LWB
35	LDV NISSAN NP300 H/BODY LWB
36	LDV NISSAN NP300 H/BODY LWB

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37	LDV NISSAN NP300 H/BODY LWB
38	LDV NISSAN NP300 H/BODY LWB
39	LDV OPEL Corsa 1,4 Utility Club
40	LDV Toyota Hilux 2.7 VVTI
41	LDV Toyota Hilux 2.7 VVTI
42	LDV Toyota Hilux 3.0D
43	LDV VW Amarok 2.0Tdi D/C
44	Roller-Bomag BW212D-30
45	Roller-Bomag BW212D-30
46	SEDAN Ford Fusion 1.5 Trend
47	SEDAN Nissan Sentra
48	SUV BMW X5 XDRIVE3.0D
49	SUV CHEV TRAILBLAZER 2.8 LTZ 4X4
50	SUV Nissan juke 1.6
51	SUV Toyota Fortuner
52	SUV Toyota Fortuner 2,8GD-6 4X4
53	SUV Toyota Fortuner 2,8GD-6 4X4
54	TLB BELL 4X4 TURBO
55	TLB KOMATSU
56	TLB KOMATSU
57	TLB-BELL TLB/4X4/315SG
58	TLB-BELL TLB3155G Turbo 4x4
59	Tractor CASE JX90/4/S
60	Tractor Landini Solis 75
61	Tractor Landini Solis 75
62	Tractor Landini solis 75
63	Tractor Landini Solis 90
64	Tractor Landini Solis 90
65	Trailer
66	Trailer -5 Ton Tipper
67	Trailer Diesel Bowzer
68	Trailer Diesel Bowzer 500L
69	Trailer Flat deck
70	Trailer Quad
71	Trailer Tip
72	Trailer Tip-5 ton
73	Trailer Tip-5 ton
74	Trailer Vendor
75	Trailer Water Tanker
76	Trailer-5 Ton Tipper
77	Truck Cherry Picker
78	Truck Isuzu FVZ1600
79	Truck Isuzu FVZ1600
80	Truck JMC 2.8 TDI 14M A

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81	Truck JMC CHERRY PICKER
82	Truck Kia LDV K2700
83	Truck Nissan Diesel
84	Truck Nissan Diesel UD80
85	Truck Nissan Diesel UD80
86	Truck Nissan Diesel UD85
87	Truck Tipper Isuzu NLR150
88	Truck Toyota Hino
89	Truck Toyota Hino
90	Truck Toyota Hino
91	Truck Toyota Hino
92	Truck Water Truck
93	Isuzu 3.0 Ddi mu-X 4X2 LS A/T

N.B. This bid will cover the repairs and maintenance for future procurement of the fleet once the service plan and warranty have ended.

14.4.4. Typical repairs to be undertaken by the successful service provider will include, but shall not be limited to the following categories:

- a. All mechanical repairs of plant and fleet;
- b. All auto electrical repairs of plant and fleet;
- c. Regular service of plant and fleet;
- d. Welding and fabrication;
- e. Automotive engineering and engine assembly;
- f. Gearbox and differential repairs;
- g. Radiators and oil coolers;
- h. Remove, strip, quote, rebuild and refit engines;
- i. Roadworthiness repairs and certification (plant and trucks);
- j. Glass replacement; and
- k. Brake and clutch component repairs.

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

- a. Minor repairs (mechanical) (vehicles petrol & diesel).
- b. Major maintenance repairs of road vehicles (including trailers) powered by diesel & petrol engines. Includes removal and replacement of components, repair of certain components.
- c. The cleaning or overhauling of radiators and/or oil coolers.
- d. The overhauling of turbo chargers.
- e. The overhauling of fuel pumps and injectors.
- f. General repairs and service (mechanical) (plant).
- g. Service schedules need to be aligned with the make and model of the vehicle to be serviced thus ensuring compliance to the original equipment maintenance requirements.
- h. General maintenance repairs of construction plant, including removal and replacement of components and repair of certain components.
- i. Field maintenance welding repairs.
- j. General steel building.

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- k. Remove, strip, quote, rebuild and refit manual and automatic gearboxes and drive axle assemblies.
- l. Oil analysis and submit report.
- m. Remove, strip, quote, rebuild and refit engines. The service provider may be required to send these components to firms on contract, hence Senqu Local Municipality should be contacted before the service provider sends such work out.
- n. Repairs to all brake and clutch system components.
- o. Carry out repairs and ensure that the vehicle passes a roadworthiness test. The test must be carried out by an approved roadworthiness testing centre.
- p. Automotive glass replacement of widescreens and other safety glass.
- q. Diagnostic testing.

14.4.5 REPORTING TO SENQU LOCAL MUNICIPALITY VEHICLES, TRUCKS AND PLANT ABUSE

The Service Provider shall be required to report immediately to the Municipality representative any instances where it is obvious that an item of fleet, truck and plant has been blatantly abused or is being operated incorrectly or is not being serviced as required.

14.4.6 DRIVER/OPERATOR FAMILIARIZATION

The Municipality may request from time to time that the appointed Service provider assist with the provision of practical driver/operator familiarization for its employees on best practices as this will assist in elongating the efficiency of the fleet.

14.4.7 ARTISAN TOOLS

Service providers must ensure that each artisan and skilled workers have proper tool boxes with trade appropriate tools. This is a responsiveness requirement. Refer to Addendum C for a typical list of artisan tools that is expected to be available.

14.4.8 ADDENDUMS TO THE TECHNICAL SPECIFICATION

The following addendums need to be surveyed and completed where required, by the prospective Bidders.

- a. Addendum A: Example of typical servicing schedule - *the work offering is not limited to this list. This is just an example.*
- b. Addendum B: Current list of fleet items - *Not an exhaustive list as additional procurements can be added*
- c. Addendum C: Workshop premises and facilities
- d. Addendum D: Artisan tools
- e. Addendum E: Workshop equipment
- f. Addendum F: Staff details and qualifications

14.4.9 APPLICABLE STANDARDS

The successful service provider must comply with all the applicable standards and legal requirements pertaining to their enterprise. The latest version or amendments thereof supersedes the standards or equivalent standards applicable to this specification: -

- a. The Occupational Health and Safety Act of 1983
- b. National Road Traffic Act No. 93 of 1996
- c. Environmental Regulations of 1987

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- d. National Environmental Management Waste Act of 2008
- e. Environmental Conservation Act 73 of 1989
- f. National Environmental Management Waste Act of 2008
- g. Air Quality Management By-Law, 2016
- h. SANS 10400: the application of the National Building Regulations (NBR)

14.5 SPECIAL CONDITIONS FOR THIS BIDDER DOCUMENT

14.5.1 GENERAL

- 14.5.1.1. The service provider will provide all labour, transport, materials, tools, consumables and facilities required to carry out the repair work.
- 14.5.1.2. The Municipality cannot guarantee the volume or quantity of work, the successful service providers will nevertheless be required to maintain basic adequate stock that is mainly used to enable the supply of requirements without undue delay.
- 14.5.1.3. The Municipal's normal working hours are from 08H00 to 16H30 Monday to Friday, excluding Public Holidays. The service provider shall undertake to carry out the installation, maintenance and/or repairs during normal working hours, unless prior arrangements for working outside normal working hours have been made, this is only applicable when work has to be conducted on the Municipal's premises.
- 14.5.1.4. It is **compulsory** that the appointed Service providers make use of local service providers on rotational basis to perform identified categorised works that will be agreed on in the Service Level Agreement. This is aimed at promoting the Local Economic Development. This arrangement however does not abdicate the appointed Service Providers to oversee these works as this will further strengthen the technical capacity of the local service providers hence skills transfer will be enhanced.
- 14.5.1.5. It is further expected that the appointed Service Providers have a satellite working premises within the jurisdiction of Joe Gqabi District Municipality as this will assist greatly in shortening the turnaround time of the repairs and maintenance considering that the fleet is providing essential services.

The successful bidder will be expected to enter into a **Service Level Agreement with the Municipality for a period of thirty-six (36) months**, following the signing of a contract.

Bidders must submit their bid on the basis as detailed herein and according to the relevant items listed in this bid document. The bidder shall submit with this bid, full and complete details of the products and services that are offered.

14.5.2. MATERIALS AND PARTS

The parts required to perform repairs will be provided by the service provider.

NOTE: *Service Provider will be required to provide material/spare parts of genuine quality only that will be in line with the vehicle brand repaired. The Municipality reserves the right to determine and approve the quality of materials/spare parts to be used.*

All parts fitted shall carry a guarantee which should be clearly stipulated in both the quotation and invoice and be of reputable make and preferably be original equipment. All materials or parts used shall comply with the relevant specification of the South African National Standards. Should it be realized that material or parts of inferior quality are being or were used, Senqu Local Municipality shall have the right to order such material or parts to be dismantled or removed as the case may be and replace it by material or parts of approved quality at the Service Provider's expense.

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Any parts removed from a fleet must be returned to the Fleet Office after completion of a job, otherwise payment will not be made for any new parts fitted. The signature of the responsible representative of the Fleet office must be obtained in respect of these parts. The bidder must indicate in the pricing schedule the percentage surcharge levy on the wholesale price of materials used in the execution of the work. If called to do so, the service provider shall submit copies of invoices where the wholesale prices of any or all of the relevant items are indicated.

14.5.3 LABOUR

All mechanical and auto electrical work shall be carried out by qualified artisans. Certified copies of qualifications must be attached to this bid.

The successful bidder/s must indicate the available qualified artisans (mechanics and auto electricians) employed on a permanent basis who will be available for work on Senqu Local Municipal's fleet. The service provider must submit proof of qualifications and experience of all artisans, who will be performing work on this contract. Apprentices and unskilled labor will only be allowed to work under the direct supervision of a competent person. The bidder must state the rates of charge in the pricing schedule for labor of the following categories:

- Artisans: Qualified with an appropriate National Trade Test Diploma (Diesel and Petrol) in terms of this bid, and should be physically involved in the work required by this bid
- Artisans in training/ Special Workman: Minimum three (3) years relevant experience. Qualified to enroll into a Recognition of Prior Learning Program
- Artisan Assistants: Generalist, cleaning of the work area and tools, etc., and performs minor technical work under supervision.

If called to do so the service provider shall substantiate the labor charge for every specified job with copies of actual time sheets covering the above categories of labor. Such time sheets shall state at least: the date, name of workman, order number and time worked in hours. Where fixed rates are quoted, invoices must be made out according to the quoted rates.

STAFF COMPLIMENT THAT WILL BE UTILISED FOR THE PERIOD OF THE CONTRACT FOR GENERAL REPAIRS AND MAINTENANCE OF FLEET ITEMS UP TO 3 TON and OF FLEET ITEMS 3 TON AND UP (COMPLETION COMPULSORY)

Table 2: Staff to be utilized

Staff compliment	Number of workers on fleet items up to 3 Ton	Number of workers on fleet items 3 Ton and more
Artisans (qualified)		
Artisans (in training)/ Special Workman		
Artisan Assistants		
Auto Electrician		

14.5.4 TRANSPORT

The service provider will use his/her own transport for work to be performed away from his/her premises. The service provider will be responsible for collecting and delivering fleet items from Senqu Local Municipal's premises or from and to break down sites. Nothing contained herein will prevent Senqu Local Municipality from delivering components to and collecting them from the service provider's premises.

14.5.5 PROCEDURE FOR EXECUTION OF WORK

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The nature of the work covered by this contract is inclusive of vehicles, plant and equipment involved in the provision of essential services and it is crucial that the service provider shall commence the work as soon as possible after an official work order has been issued to ensure minimum interruption of Senqu Local Municipal's services.

No job shall commence later than one working day after an official work order has been issued. Before commencing with the repairs, the successful service provider shall do a thorough bumper to bumper inspection check. This check will verify the condition of the vehicle and any additional repairs that might be noticed. These additional repairs must be communicated with Fleet office and be included in the initial scope of work.

If the work involved in rectifying the cause of failure is extensive, the successful service provider shall provide Senqu Local Municipal's Fleet office with a formal report and a specified quotation, where after the course of action will be decided upon by Senqu Local Municipal's representative.

On completion of a job the successful service provider must submit a job card with the returned fleet item, in respect of the particular job. On the job card must be listed the components repaired, and all spare parts replaced. Parts replaced must be returned at the same time and the Fleet Officer's signature obtained.

Any suggestions/comments/concerns should be listed on the mentioned job card for Senqu Local Municipality to consider and act upon. The Fleet Office will retain a copy of the job card.

Upon receipt of the official order the service provider shall commence the work immediately and inform the fleet office of any delay anticipated. If it comes apparent that rendering of the services is likely to be delayed on account of any unforeseen circumstances, full written particulars of the circumstances must immediately be submitted. The service provider at the same time must state the new date on which rendering of the service will be effected.

Senqu Local Municipality reserves the right to withdraw any official order or job in the event of undue delay or unsatisfactory repair work and to arrange for the execution of such work as it deems fit. All of the above work shall carry a guarantee.

14.5.6 TURNAROUND TIME AND EMERGENCY WORK

The successful service provider will be required to give immediate attention to defective jobs as essential services may be detrimentally affected by any undue delay. Senqu Local Municipality will not consider further payment in regard to additional work affected in these cases.

Turnaround time should be a maximum of two (2) working days, unless otherwise agreed upon. Turnaround time of not more than ten (10) working days on major breakages such as engine overhauls, gearboxes and diffs on all vehicles, unless prior arrangements have been made with Senqu Local Municipality, failure to do so will result in five percent (5%) charge of the total invoice amount.

No job shall commence later than 24 hours after an official work order has been issued, receipt of quotation expected within 24 hours where feasible, if not communicate with Senqu Local Municipal's fleet office. The successful service provider will have no claim against Senqu Local Municipality for work done where no official order has been given to the successful service provider.

The successful service provider shall execute emergency and field services immediately when required. Call outs for possible emergency repairs must be dealt within a maximum of three (3) hours of a call being logged (an emergency turn-around time will be agreed upon for fleet items not readily available).

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14.5.7 GUARANTEE / WARRANTIES

A guarantee period will be required in respect of all work carried out. The period of guarantee will commence from the date of accepted delivery of a particular job by the Senqu Local Municipality's fleet office. In the event of a delay, Senqu Local Municipality reserves the right to extend the period of guarantee with a period equal to that caused by a delay.

The successful service provider shall unconditionally guarantee any spares supplied and work performed on the Senqu Local Municipality's plant and vehicles for a minimum of six (6) months.

14.5.8 DEFECTIVE OR UNSATISFACTORY WORK

Defective or unsatisfactory work will be returned to the successful service provider, who will be required to give immediate attention to returned jobs and shall be liable for all costs incurred in the removal, transport, repair and reinstallation, to the satisfaction of Senqu Local Municipality's Fleet office.

The service provider will be required to give immediate attention to defective/returned jobs as essential services may be detrimentally affected by any undue delay. Senqu Local Municipality will not consider further payment in regard to additional work affected in these areas.

After completion of a job, the service provider shall return the vehicle or other equipment in a tidy condition and shall make good any damage to equipment or components resulting from such repair operations. Failure to do so will result in Senqu Local Municipality repairing such damage and the cost of such repairs will be debited against the service provider's account.

14.5.9 EQUIPMENT

All testing equipment/facilities, gauges and accessories shall be calibrated regularly. Calibration records of testing equipment must be kept by the successful service provider for audit purposes.

14.5.10 WORKSHOP REQUIREMENTS

The service provider should have workshop that is adequately equipped and that can accommodate Senqu Local Municipality's assets with adequate parking in an enclosed and secure environment.

The workshop should have sufficient ceiling height, relevant turning radius for safe maneuverability and flooring capable of withstanding weight of the various vehicle types. All workshops require wide access entrances to safely accommodate the types of vehicles.

14.5.11 INDEMNITY OF SENQU LOCAL MUNICIPALITY IN RESPECT OF CLAIMS

The service provider indemnify Senqu Local Municipality against any claim that may result from the use of its premises and facilities, at any stage or under all circumstances, or injuries sustained by the service provider's workmen during the execution of any job at any premises or collecting or delivering of vehicles and equipment.

14.5.12 REGISTRATION/ACCREDITATION

All bidders MUST be registered with the Motor Industry Bargaining Council (MIBCO), as per legislation as posted in the Government Gazette No. 10707 Vol. 622 on 7 April 2017, Motor Industry Bargaining Council – MIBCO, and is binding

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in terms of section 31 of the Labour Relations Act, 1995, with all the relevant applicable posted chapters or the latest version thereof.

The service provider/s is to be registered/accredited by the Retail Motor Industry (RMI). The service provider/s must show proof of registration of an existing business in the mechanical and auto electrical field failure which he/she will be **disqualified**.

Successful service provider/s must provide valid MIBCO compliance certificates from the relevant bargaining council or proof of registration along with this bid offering. Service providers must remain MIBCO compliant for the duration of the contract.

14.5.13 SAFETY REQUIREMENTS

All work shall be carried out in workshop that complies with the Health and Safety Act 85/1993. All material or parts used shall comply with the relevant specification of the South African National Standards (SANS). The service providers shall ensure that all equipment shall comply with all safety requirements as prescribed in the Occupational Health and Safety Act No 85 of 1993 (Latest revision).

The successful service providers furthermore must:

- a. accept full responsibilities as per Clause 10 of the Occupational Health and Safety Act No 85 of 1993, "General duties of manufacturers and others regarding articles and substances for use at work.
- b. have an internal health and safety department to assist with specific on-site requirements.
- c. be able to provide MSDS (Material Safety Data Sheet) on request and
- d. will have to ensure that the successful service providers to be appointed will be supplied with Safety Health Environment Risk and Quality (SHERQ) specification.
- e. have to ensure that the SHERQ documentation is audited regularly for the duration of the contract.

14.5.14 INSURANCE

The successful service provider shall accept full responsibility for any insurance necessary and all risks in respect of loss, theft, or damage to items covered under this contract, in transit, on the successful service provider's premises or in their possession.

14.5.15 INSPECTION OF BIDDER'S WORKSHOP

Senqu Local Municipality representatives may inspect the facilities, of the bidders whose documents are in order, to establish whether they conform to Senqu Local Municipal's minimum requirements (capability assessments).

Senqu Local Municipality reserves the right that its representatives be granted access to the premises of the service provider during working hours throughout the contract period. Representatives shall, during the contract period, be permitted to inspect any equipment of a successful bidder at any stage/process of repair and observe tests being performed on the components and assemblies concerned. Senqu Local Municipal's representatives shall have access to any records and test reports of repairs to its fleet and equipment.

14.5.16 PENALTIES

Due to the fact that Senqu Local Municipality is rendering an essential service, the timeous repairs and return of equipment to it is of critical importance. To ensure the latter is happening, the following minimum penalties will be applied to late delivery and performance provided no proactive written confirmation has been submitted as to why there is a delay:

One day late = 2,5% of invoice amount excluding VAT.
Return of repaired work after delivery due to incomplete repair = 3,5% of invoice amount excluding VAT.

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The successful bidder will be required to provide complete demonstrations on best practice operations to ensure safe handling, limit unnecessary wear and tear and failure. In the event of the service provider failing to execute the works in an efficient and satisfactory way, Senqu Local Municipality will have the right to cancel the contract immediately.

14.5.17 PRICE VARIATION

Preference will be given to fixed price BIDs. Variations will have to be substantiated by means of documents relating to charges and prices for which provisions have been made in the BID. Payments will not be made unless such official acceptable statements have been submitted and found correct at the date of payment as counted in the BID.

14.5.18. MAINTENANCE OF RECORDS

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

14.6 Sample servicing for Vehicles

NOTE: The list below only shows typical vehicle servicing items. The original equipment manufacturer (OEM) procedures and special servicing standards required for the various vehicles listed will have to be considered in each case and appropriate schedules need to be developed by the service providers when repairing the relevant vehicle.

Item	Services
Engine	Oil change
	Oil filter replace
	Fuel filters replace
	Fuel tank strainer check and clean
	Fuel tank inside clean (only if sludge is formed or algae start to grow)
	Fuel tank cap, fuel lines, connections and fuel vapour control valve
	Charcoal canister
	Injector nozzle spray pattern and condition test
	Injection timing check
	Lift pump strainer clean
	Engine idling speed check
	Engine oil and fuel leaks
	Engine exhaust brake valve working
	Air filter replace
	Radiator tank cap check and pressure test cooling system
	Fan belt condition (check for cracks)
	Exhaust pipe and mountings
	Exhaust manifold bolts and nuts torque
	Starter check
	Alternator check
	Alternator test for charging
	Noises and misfires in engine
	Sparkplugs replace
	Ignition timing check
	Replace points and condenser (if necessary)

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	Cam belt replace (if necessary)
	Valve clearance adjust
	Check condition and adjust aux Drive belts
	Engine coolant
Battery	Electrolyte level top up (if necessary)
	Unload test battery to check ampere hour rating
	Clean battery also underneath and between two batteries
	Fasten battery with hold down clamps
	Terminals clean, re-fasten and replace if necessary
Turbocharger	Air duct connections and gaskets
	Turbocharger replacement at 200 000km (with or without problems)
	Air sealing gaskets and O-rings replace

Clutch	Adjust free play
	Clutch pedal
	Oil leaks at master or slave cylinder repair
	Hydraulic pipes for cracks
	Pedal squeak check oil if necessary
	Test for slippage or shudder
Automatic	Automatic gearbox fluid change
Gearbox	Automatic gearbox link bushes wear
	Automatic gearbox neutral switch check
	Automatic gearbox oil filter elements only
Gearbox	Check gear linkages and knuckles and grease where nipples are fitted
	Gear changing and jump out of gear check
	Gearbox oil change
	Gearbox noises check
	Oil leaks repair
	Gearbox flange for tightness
	Grain plug tread and washer check
	Extension housing bush for play
	Bell housing bolts fasten
	Breather check
	Gearbox mountings check
Propeller	Loos connections – bolts and nuts
Shaft	Centre bearing and rubber check
	Universal joint and splines for wear and grease both
	Looseness in bearings and related parts
Rear Axle	Differential gear oil change
	Shackle pins and bushes
	Stabilizer rubbers check
	U-bolts all fasten
	Check rear springs and also centre pins on rear springs
	Brake lining wear

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	Brake wheel cylinders check
	Shocks and rubbers check
	Drain plug tread and washer
	Breather check
	Pinion play and backlash
	Differential gear and rear wheel hub bearing oil change
	Wheel hub bearings for looseness and check for pit marks
	Oil leaks at casing repair
	Noises in diff check
	Axle case for damage and distortion
Front Axle	Repack front wheel hub bearings (check for pit marks on bearings)
	King pin play and grease where nipples are fitted
	Stabilizer rubbers check
	Shocks and rubbers check

	Brake shoes or pads wear check
	Brake anti-rattle clips
	Brake wheel cylinders check
	U-bolts fasten all
	Frons springs check and check centre pins
	Shackle pins and bushes
	Wheel hub bearings for looseness check
	Damage and distortion of axle check
Suspension	Leaf spring U-bolt nuts torque
	Suspension ball joint and dust cover
	Front and rear suspension
	Spring for damage check
	Unbalance spring action due to spring weakening
	Spring mounting bolts for looseness or damage
	Shock absorbers for leaks and damage check
	Shock absorbers for looseness in mounting check
Wheels	Presence of foreign matter between rims
	Wheel nuts torque – all on vehicle
	Disc wheel for damage
	Rim holes check for ovality
	Tyre tread wear on all tyres
	Tyre tread on all tyres
	Check tyre and inflation pressure
Steering	Check steering wheel
	Power steering fluid change
	Power steering fluid check
	Power steering fluid tank strainer clean
	Looseness in mounting
	Bearings for excessive play
	Steering slip joint play and u-joints (Adjustable steering)

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	Steering box mounting bolts check
	Steering box for leaks check
	Steering pump leas and noises
	Steering linkage for damage, looseness and excessive play and grease
	Steering column play check
	Steering rubber disc for cracks
	Wheel alignment
	Right and left tuning circle (stoppers)
Brakes	Check linings and pad for war and replace if necessary
	Check brake pedal
	Brake drum for wear and damage
	Hoses and pipes for leakage, damage and loos connections
	Brakes adjust
	Brake fluid replace
	Brakes pull to one side or shudder
	Brake pipes for cracks and leaks
	Brake load sensor valve and pipes check
	Check any sensor wire or sensor which is connected to brake system
	Brake master cylinder check
Parking	Check linings and pad for wear and replace if necessary
Brake	Brake drum for wear and damage
	Looseness in mounting
	Park brake indicator working
	Park brake working
	Rod and cable for wear, damage and loos connections
Electrical	Speedometer check
Equipment	Temperature gauge
	Check fuel gauge and calibrate fuel monitoring system
	Dim and bright indicator on panel
	Oil pressure gauge
	Handbrake on indicator light
	Low brake fluid indicator light
	Low brake fluid indicator light
	Diff lock indicator
	Indicator light left side on dash
	Main lights working (both sides)
	Dim lights working (both sides)
	Left hand indicator front
	Left hand indicator rear
	Left hand part (tail) light rear
	Left hand stop light rear
	Right hand indicator rear
	Right hand indicator front
	Right hand park (tail) light rear
	Right hand stop light rear

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	Cab reading light and rear number plate light
	Wiring harness for damage and loose connections
	Horns, wipers and washers
	Refrigerant amount for air conditioner

14.7 Workshop Premises and Facilities: minimum requirements

ITEM	COMMENTS
Dust masks	Occupational Health and Safety Act of 1983
Roller towels	Occupational Health and Safety Act of 1983
First Aid Kit	Occupational Health and Safety Act of 1983
Battery charger bay	Occupational Health and Safety Act of 1983

ENVIRONMENTAL	Environmental Regulations
Hazardous Chem Signage	Environmental Regulations
Oil Spill Kit	Environmental Regulations
Waste wheely bins	Environmental Regulations
Waste Oil bin	Compulsory
Effluent flow to sewer/storm water	Compulsory Clause 5.5.3
Legal waste removal	Compulsory Clause 5.5.2
Oils store / Cabinet	Environmental Regulations
Oil spillage containment	Environmental Regulations

FIRE PROTECTION	
Fire extinguishers	Compulsory Tech Spec Clause 7.5
Smoke detection	

14.8 Artisan Tools

Service Provide to note:

The following is not intended to be a complete list of appropriate tooling for vehicle repair. It is a list of the minimum standard equipment which should be found in a mechanic's toolbox. Service providers need to acquaint themselves with the type of tools required for repairs to the latest vehicles utilised by Senqu Local Municipality.

Service providers are to therefore insure that their technical staff are suitably equipped with and appropriate trade related toolbox suitable for the work they are bidding for. Service providers must have relevant artisan tools per artisan or special workmen in an Recognition of Prior Learning (RPL).

ARTISAN TOOLS
APPROPRIATE TOOL CHEST / BOX WITH TOOLS containing typically:
Pliers: Various
Measuring: Vernier Calliper, Tape measure, Set of feeler Gauges Stainless Steel Ruler 300 mm.
Fault Finding: Stethoscope, Lead Light, Magnetic Pick-up Tool

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Allen Keys: Set of Allen Key Sockets, Allen Keys
Spanners and Sockets: Socket sets 3/8-inch driver up to 13mm, 1/2 inch drive up to 24mm, 3/4 inch drive up to 32 mm (if applicable), Combination Spanner set (6 – 32mm), Shifting Spanner, Torx Socket Set, Power bar 1/2 inch driver
Screwdrivers: Screwdriver sets (flat and Star), Torque screwdrivers
Metal Work: Set of steel files and chisels, Hacksaw Frame and Blade, Ballpen Hammer, Tommy bar, Pin punch set, Centre punch set, Pry bar – pointed and flat ends

14.9 TRADE NAMES OR PROPRIETARY PRODUCTS

Bid specifications may not make any reference to any particular trade mark, name, patent, design, type, specific origin or producer, unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the words “or equivalent”.

TENDERERS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS TO ANY PARTICULAR TRADE MARK, NAME, PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE ACCOMPANIED BY THE WORDS ‘OR EQUIVALENT’

14.10 WORKS ORDERS ALLOCATION PROCEDURES

Procedures for the allocation of Works Orders:

The SM reserves the right to plan, allocate and effect individual Works Orders at its sole discretion and as described in this document and subject to availability of funding.

The SM will only order those quantities of work items which it requires for execution in a Works Order from time to time. The SM reserves the right not to order any quantities at all depending on circumstances and subject to operational requirements.

The procedures for the allocation of Works Orders are given below. These procedures include the development of Works Order contract documents and applying the tendered rates to allocate the Works Order to the highest ranked supplier.

The procedures are summarised under the steps below:

Step 1: The SM must authorise the need for the works order through the management controls relevant to the department using the contract.

Step 2: The SM must determine, and approve, the scope of the works order and the value of the works order.

Step 3: The SM must do any designs (if applicable) required for the works order. This step could involve designs done in-house by the SM, or design may be outsourced to third party designers.

Step 4: The SM must specify *inter alia*, the nature, location(s), extent, scope of work, applicable quantities, proposed programme, and contract period for the work required, in a Works Order document comprising, as relevant, Work Order Procedures, Returnable Schedules, Agreements and Contract Data, Pricing Schedules and Scope of Work. This step will typically include a works order clarification meeting at which the scope of the works order will be explained and where suppliers may raise any issues. The SM will consider all issues raised and may revise the quantities within the Works Order document if applicable.

Included in the Works Order document is a Works Order Acceptance/Refusal Notice (Form 15) requesting the supplier to state in writing whether he accepts/refuses the opportunity afforded to participate further in the work order procedure (i.e. that he is willing/not willing to undertake the work specified in the Scope of Work and Pricing Schedules and has/has not the necessary resources, available to complete the work within the required Works Order contract period should he be allocated the work).

Suppliers will be required to complete and return the Works Order Acceptance/Refusal Notice, either by fax or

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email, to the SM prior to the closing date for receipt of Works Order Acceptance/Refusal Notices (non-submission will be regarded as a refusal), including, for those who accept, declaring whether their declarations in respect of sub-contractors made in the Preferencing Schedule in the Framework Contract document stand for the Works Assignment, or not - refer to Form 15 in this regard. The SM will finalise the ranking of the suppliers who accept, after taking their declarations into account.

Step 5: Suppliers who were invited to make submissions, must return these to the SM prior to the closing date and time as described in the works order contract documents. The SM will test submissions for completeness and allocate the Works Order to the responsive supplier with the highest evaluation points.

Step 6: Works orders must be formally allocated and authorised in accordance with the contract management processes of the relevant line department and the contract conditions.

Step 7: Upon the approval of the works order, the SM must compile the works order documentation and commence the execution of the works order.

14.11 FORMS FOR CONTRACT ADMINISTRATION

The supplier shall complete, sign and submit with each invoice, the following:

- a) B-BBEE Sub-Contract Expenditure Report (**Annex 4**).
- b) Joint Venture Expenditure Report (**Annex 5**).

The **B-BBEE Sub-Contract Expenditure Report** is required for monitoring the supplier's compliance with the sub-contracting conditions of the **Preference Points Claim Form**.

The Joint Venture Expenditure Report is required for monitoring the joint venture's/consortium/partnership compliance with the percentage contributions of the partners as tendered, where the joint venture/consortium/partnership has been awarded preference points in respect of its consolidated B-BBEE scorecard.

(15.1) BBBEE SUB-CONTRACT EXPENDITURE REPORT (PRO FORMA)

TENDER NO. AND DESCRIPTION:

SUPPLIER:

B-BBEE SUB-CONTRACT EXPENDITURE REPORT

Rand Value of the contract (as defined in PREFERENCE POINTS CLAIM FORM) (P*) R

B-BBEE Status Level of Prime Supplier

Name of Sub-contractor (list all)	B-BBEE Status Level of supplier ¹	Total value of Sub-contract (excl. VAT) ¹	Value of Sub-contract work to date (excl. VAT) ¹	Value of Sub-contract work to Sub-contractors with a lower B-BBEE Status Level than supplier
Sub-contractor A		R	R	R
Sub-contractor B		R	R	R
Sub-contractor C		R	R	R

¹Documentary evidence to be provided

Total: R
Expressed as a percentage of P* %

Signatures

Declared by supplier to be true and correct: _____

Date:

Verified by SM Project Manager: _____

Date:

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(15.2) PARTNERSHIP/ JOINT VENTURE (JV) / CONSORTIUM/ EXPENDITURE REPORT (PRO FORMA)

TENDER NO. AND DESCRIPTION:

SUPPLIER:

PARTNERSHIP/ JOINT VENTURE (JV)/ CONSORTIUM EXPENDITURE REPORT

Rand value of the contract (as defined in PREFERENCE POINTS CLAIM FORM) (P*) R

B-BBEE Status Level of Partnership/ Joint Venture (JV)/ Consortium

Name of partners to the Partnership/ JV / Consortium (list all)	B-BBEE Status Level of each partner at contract award	Percentage contribution of each partner as per the Partnership/ JV/ Consortium Agreement ¹ A	Total value of partner's contribution (excl. VAT) ¹ B = A% x P*	Value of partner's contribution to date (excl. VAT) ¹ C	Value of partner's contribution as a percentage of the work executed to date D = C/P*x100
Partner A		%	R	R	%
Partner B		%	R	R	%
Partner C		%	R	R	%

¹Documentary evidence to be provided

Signatures

Declared by supplier to be true and correct: _____

Date: _____

Verified by SM Project Manager: _____

Date: _____

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(15.3) WORKS ORDER ACCEPTANCE / REFUSAL NOTICE

This form must be returned to the offices of the SM by no later than the closing date and time for receipt of Works Assignment Acceptance/Refusal Notices stated in the Works Assignment contract document.

I/We herewith

ACCEPT	<input type="checkbox"/>	}	<input type="checkbox"/> Tick applicable box
REFUSE	<input type="checkbox"/>		

the opportunity afforded to me/us by the SM to participate in the work allocation process as set out in the Work Allocation Procedures for the work specified in the Works Assignment contract document.

I/We accept that no supplier will be allocated work unless the supplier has demonstrated to the satisfaction of the SM that they have the resources required for this Works Assignment.

I/We agree to the time period for execution specified in the Scope of Work.

SUPPLIERS NAME:

AUTHORISED CONTACT PERSON (NAME):

SIGNATURE:

DATE:.....