



ALFRED DUMA LOCAL MUNICIPALITY

CONTRACT NO. PS 05/2024

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR SPECIALISED MECHANICAL REPAIRS AND MAINTENANCE OF MUNICIPAL FLEET & EQUIPMENT FOR A PERIOD OF THREE (3) YEARS

BID DOCUMENT

**P O Box 195
LADYSMITH
3370**

**Telephone: 036 631 1777
E-Mail: sngumede@afredduma.gov.za**

BIDDERS NAME:

ALFRED DUMA LOCAL MUNICIPALITY

DEPARTMENT PUBLIC SAFETY AND EMERGENCY SERVICES

**CONTRACT NO. PS 05/2024: APPOINTMENT OF A PANEL OF SERVICE PROVIDERS
FOR SPECIALISED MECHANICAL REPAIRS AND MAINTENANCE OF MUNICIPAL
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BID INVITATION

**ALFRED DUMA LOCAL MUNICIPALITY
INVITATION TO BID**

Bids are hereby invited from suitably qualified and experienced organisations/consortia in terms of Section 83 of the Municipal Systems Act, Act 32 of 2000 (as amended) and Sections 110 and 112 of the Municipal Finance Management Act, Act 56 of 2003 for the following:

BID DOCUMENTS ARE NOW AVAILABLE ON THE NATIONAL TREASURY E-TENDER PORTAL, www.etenders.gov.za.

**DEPARTMENT OF PUBLIC SAFETY AND EMERGENCY SERVICES
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1. Acceptable bids will be evaluated by using a system that awards points on the basis of 80/20 preferential point system of which 80 is for price and 20 is for Ownership as Specific Goal.
2. Race (HDI) 5/20- Ownership verification will be conducted in line with the Central Supplier Database and also by BBBEE scorecard attributes AND
3. RDP Goals 15/20- the bidding company to prove that it is located in the Alfred Duma Local municipal area.
4. It is compulsory that the Contractor is a member of the Retail Motor Industry/ Motor Industry Bargaining Council (RMI/MIBCO)
5. Bidders who are already awarded under the first panel of mechanical repairs Contract No. PS 01/2023 need not to bid for this one.

Bid documents are obtainable from **Thursday 20 June 2024**.

FUNCTIONALITY CRITERIA

No	Description Items	Maximum Potential Score	Bid Evaluation Committee Scores	Page Ref. No.
1	Have successfully completed work for municipalities / state departments. (10 points per municipality/ state department) Provide appointment letters or orders and reference letters or invoices	40		
2	Qualified artisans (each category to be evaluated per different qualification) Provide Trade Test Certificates	40		
3	The business is located within the jurisdiction of the Alfred Duma Local Municipality Provide rates statement or lease agreement	20		

	TOTAL SCORED	100		
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6. **COMPULSORY BRIEFING SESSION AND SITE INSPECTION:** Monday 1 July 2024 at 10:00 at the Legal Services Boardroom, Lister Clarence Building, 221 Murchison Street, Ladysmith.

7. **CLOSING AND OPENING DATE, TIME AND VENUE:** Monday 22 July 2024 at 11:00 in Room 206 – Lister Clarence Building, 221 Murchison Street, Ladysmith.

BID ENQUIRIES

Bid enquiries are to be addressed to Mr SN Gumede at Tel No. 036 631 1777.

BID SUBMISSION

Sealed bids with the contract number and description of the bid endorsed on the envelope, with the bidders' details clearly indicated, must be deposited into the bid box located in the Public Entrance Door, Ground Floor of the Lister Clarence Building, 221 Murchison Street, Ladysmith on or before the closing date and time. Bids received after the said closing date and time and not clearly marked as prescribed, will not be considered. Facsimile and emailed bids will not be accepted.

Bid documents may only be submitted on the original bid documentation form as issued by the Municipality.

The following documents are mandatory:

Up to date Municipal Rates and Service Charges and Water Statements where the company is located.
 Joint Venture Agreement if the company has entered into a joint venture and specifying the name of the signatory in the JV.
 CSD Report

NB: Please note that the Municipality will only consider a service provider who is registered on the Central Suppliers Database (CSD).

FAILURE TO ATTEND THE COMPULSORY BRIEFING SESSIONS WILL INVALIDATE YOUR BID.

THE FOLLOWING IS APPLICABLE TO ALL BIDS:

- **BIDDERS NEED TO SCORE A MINIMUM OF 70% TO BE ELIGIBLE FOR THE SECOND ROUND OF EVALUATION.**

PLEASE NOTE:

BIDDERS ARE REQUIRED TO PROVIDE PROOF FOR EACH OF THE FOLLOWING, NAMELY QUALIFICATIONS DOCUMENTS AND REFERENCE LETTERS FOR PREVIOUSLY COMPLETED PROJECTS. FAILURE TO DO SO WILL RENDER THE BID INVALID.

Alfred Duma Local Municipality is not bound to accept the lowest bid and reserves the right to accept whole or part of any bid or not to consider any bid not suitably endorsed or to reject any or the entire bid without stating the reasons thereof.

NOTICE NO. 36/2024

DATED: 13/05/2024

ALFRED DUMA LOCAL MUNICIPALITY

**DEPARTMENT PUBLIC SAFETY AND EMERGENCY
SERVICES**

CONTRACT NO. PS 50/2024

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS
FOR SPECIALISED MECHANICAL REPAIRS AND
MAINTENANCE OF MUNICIPAL FLEET & EQUIPMENT
FOR A PERIOD OF THREE (3) YEARS**

CONDITIONS OF THE BID

ALFRED DUMA LOCAL MUNICIPALITY

DEPARTMENT PUBLIC SAFETY AND EMERGENCY SERVICES

CONTRACT NO. PS 05/2024: APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR SPECIALISED MECHANICAL REPAIRS AND MAINTENANCE OF MUNICIPAL FLEET & EQUIPMENT FOR A PERIOD OF THREE (3) YEARS

CONDITIONS OF THE BID

A. GENERAL

1. Bid documents must be completed in black ink and prices must include VAT.
2. **All pages and annexure must be initialed / sign in full signature where required.**
3. The lowest or any bid will not necessarily be accepted and Alfred Duma Local Municipality reserve the right to accept the whole or any part of a bid or to reject any or all the bid without stating the reasons thereof.
4. No bid will be accepted by fax or e-mail.
5. Bids are to remain open for acceptance for a period of one hundred and twenty (120) days from the date they are lodged and may be accepted at any time during the said period of one hundred and twenty (120) days.
6. All prices and details must be legible / readable to ensure the bid will be considered for adjudication.
7. Full details of services offered must be supplied together with the return documents. All additional documents returned with the bid documents must be firmly bound and marked as “**Additional**” to the specific bid reference number.
8. Only bids on Alfred Duma Local Municipality official bid document will be accepted and the original document must be returned, fully completed and signed, in the form presented. **Failure to do so will invalidate such bid.**
9. **Corrections may not be made by means of a correcting fluid. In the event of a mistake having been made it shall be crossed out in ink and be accompanied by a full signature at each and every alteration.** The Municipality reserves the right to reject the tender if corrections are not made in accordance with the above.
10. Should it be considered necessary by the bidder that officials of Alfred Duma Local Municipality should proceed to other centers for inspection purposes, such costs shall be for the account of the bidder.
11. This contract will be governed by Alfred Duma Local Municipality “Conditions of the Bid” only and not any conditions supplied by the bidder.
12. The bidder must submit a comprehensive company profile, for example the founding company statements, as well as detailed exposition of previous work done.
13. If items are not bid for a line must be drawn through the space in pen.
14. Only bids received by **11:00** on the given closing date in the tender box will be considered.

DEMONSTRATIONS AND INSPECTIONS

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

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GENERAL CONDITIONS OF CONTRACT

**ALFRED DUMA LOCAL MUNICIPALITY
DEPARTMENT PUBLIC SAFETY AND EMERGENCY SERVICES**

**CONTRACT NO. PS 05/2024: APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR
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GENERAL CONDITIONS OF CONTRACT

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General Conditions of Contract

1. Definitions

The following terms shall be interpreted as indicated:

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

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

2. Application

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

3. General

- 3.1.** Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a nonrefundable fee for documents may be charged.
- 3.2.** Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

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

5. Use of contract documents and information

- 6.** The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.1.** The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.2.** Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.3.** The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

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

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

7. Performance security

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (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 thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analysis

- 8.1. All per-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Goods and services, which are, referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

- 8.7. Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

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

14. Spare parts

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

15. Warranty

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be

necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Variation orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 21.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5. Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without canceling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

24. Antidumping and countervailing duties and rights

- 24.1. When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such

favorable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of Liability

- 28.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

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

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices

- 35.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as mended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

ALFRED DUMA LOCAL MUNICIPALITY

**DEPARTMENT PUBLIC SAFETY AND EMERGENCY
SERVICES**

CONTRACT NO. PS 05/2024

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS
FOR SPECIALISED MECHANICAL REPAIRS AND
MAINTENANCE OF MUNICIPAL FLEET & EQUIPMENT
FOR A PERIOD OF THREE (3) YEARS**

SPECIAL CONDITIONS OF CONTRACT

ALFRED DUMA LOCAL MUNICIPALITY
DEPARTMENT PUBLIC SAFETY AND EMERGENCY SERVICES

CONTRACT NO. PS 05/2024

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR SPECIALISED
MECHANICAL REPAIRS AND MAINTENANCE OF MUNICIPAL FLEET & EQUIPMENT
FOR A PERIOD OF THREE (3) YEARS**

SPECIAL CONDITIONS OF BID

1. DURATION OF CONTRACT

This contract will be for a duration of three (3) years on an as and when required basis.

2. TIME FRAMES

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

3. SERVICE LEVEL AGREEMENT

- 3.1 A service level agreement will be entered into with the successful bidder.
- 3.2 Negotiations in respect of the service level agreement must be finalised within fourteen (14) calendar days of receipt of the letter of acceptance by the successful bidder."
- 3.3 Service level agreement entered into with the successful bidder will capture the time frames or performance applying to this contract.
- 3.4 Should no consensus be reached within fourteen (14) calendar days of finalizing the Service Level Agreement (SLA), the Municipality will be entitled to:
 - i) Cancel its acceptance of the bid, or
 - ii) Extend the negotiation period without prejudice to any of its other rights in terms of this contract or common law.

4. PENALTIES

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

5. BID VALIDITY

This bid shall not be withdrawn during a period of one hundred and twenty (120) days from the date on which it is to be lodged and it may be accepted at any time during that period.

6. BID COMPLIANCE

The Bid must comply with the following:

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

7. MEETINGS

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

8. RETURNABLE DOCUMENTS

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

9. MANDATORY OBJECTION PERIOD

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

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

10. ALL WORKSHOPS TO BE INSPECTED PRIOR TO APPOINTMENT TO VERIFY IF THE BIDDER QUALIFIES FOR THE WORK FOR WHICH HE HAS TENDERED FOR AND HAS THE REQUIRED TOOLS AND EQUIPMENT AND STAFF HAVE THE REQUIRED QUALIFICATIONS TO CARRY OUT WORK FOR THE RELEVANT CATEGORIES (REPAIRS TO BE DONE IN-HOUSE).

11. CONTRACTORS MUST PROVIDE PROOF OF QUALIFICATIONS OF ARTISANS.

ALFRED DUMA LOCAL MUNICIPALITY

**DEPARTMENT PUBLIC SAFETY AND EMERGENCY
SERVICES**

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FOR A PERIOD OF THREE (3) YEARS**

SCOPE OF WORK

ALFRED DUMA LOCAL MUNICIPALITY

DEPARTMENT PUBLIC SAFETY AND EMERGENCY SERVICES

CONTRACT NO. PS 05/2024

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SCOPE OF WORK

PART A: SCOPE OF REPAIRS

1. INTRODUCTION

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

2. GENERAL

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

3. REPAIR TYPES

The "repairs" have been divided into nine categories. The categories are detailed as follows:

- Category 1 On site Welding (mobile)
- Category 2 Welding and Fabrication including thread and bolt repairs
- Category 3 General Machining

Category 4	Automotive Engineering and Engine Assembly
Category 5	Radiator, Oil Cooler Repairs & Fuel Tanks
Category 6	Fuel injection repairs
Category 7	Specialized Hydraulic Component Repairs and Hydraulic Hose Repairs
Category 8	Turbochargers
Category 9	Air Brake, Brake and Component repairs

It is the policy of the Alfred Duma Local Municipality to facilitate the development of small, medium and micro enterprises (SMME's) and, in particular, emerging contractors. To assist with this process, some of the repair categories in the list above have been included. These categories define the amount of tools and equipment required by the Contractor and therefore determines the level of the repair work that the Contractor is able to undertake.

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

4. REPAIRS TO BE PROVIDED

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

Category 1 Onsite Welding (mobile)

Field maintenance welding repairs.

Category 2 Welding and Fabrication Including Thread and Bolt Repairs

Specialised for heavy plant and equipment.

Category 3 General Machining

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

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

Category 4 Automotive Engineering and Engine Assembly

Remove, strip, machine, rebuild and refit engines.

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

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

Category 5 Radiator, Oil Cooler Repairs & Fuel Tanks

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

Category 6 Fuel Injection Repairs

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

Category 7 Specialised Hydraulic Repairs and Hydraulic Hose Repairs

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

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

Category 8 Turbochargers

Repairs to turbochargers / overhauling of turbochargers.

Category 9 Brake, Air Brake System and Component Repairs

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

5. CAUSE OF FAILURE

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

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

6. WARRANTY

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

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

7. MAINTENANCE OF RECORDS

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

8. TRAINING

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

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

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

9. REPORTING ON PLANT ABUSE

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

CONTRACT SPECIFICATIONS

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

1. GENERAL

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

2. PERSONNEL

The Contractor will provide Artisans and or otherwise Skilled Workers. Each Artisan or Skilled Worker must have at least (4) years experience in the type of work to be undertaken..

The Contractor must submit proof of qualifications and experience of all Artisans, Competent Persons and Skilled Workers, who will be performing work on this contract noting that specific qualifications are required for different categories.

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

3. TRANSPORT

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

4. MATERIALS

The parts required to perform the repairs will generally be provided by the Contractor. Occasionally the Employer may elect to supply the parts for repair categories.

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

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

5. TOOLS AND EQUIPMENT

5.1 E- Mail

The successful Contractors in all categories will be required to own or have close access to an email address. Official orders for the repair of plant and vehicles will be emailed to the respective Contractors where it is considered expedient.

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

5.2 Membership of Trade Associations

It is compulsory that the Contractor is a member of the Retail Motor Industry (RMI/MIBCO)

5.4 Standard Artisan's Tool Set

The equipment requirements include a Standard Artisan's Tool Set. Additional tools are specified as necessary. For the purposes of this tender, the Standard Artisan's Tool Set comprises, at minimum:

A sturdy metal tool box, containing:

- ☐ open and ring spanners, 6 – 32 mm

- ☐ adjustable spanner, 250 mm
- ☐ set engineer's screwdrivers, flat and Pozi
- ☐ pry bar
- ☐ set pin punches, 3 – 12 mm
- ☐ centre punch
- ☐ set Allen keys, 3 – 10 mm
- ☐ side cutter
- ☐ engineer's pliers
- ☐ long nose pliers
- ☐ circlip pliers, internal and external
- ☐ water pump pliers
- ☐ set hollow punches, 6 – 16 mm
- ☐ feeler gauge set, 0.1 – 1.0 mm
- ☐ engineer's hammers, 250 gram and 450 gram
- ☐ cold chisel
- ☐ vice grip
- ☐ wire brush
- ☐ scraper
- ☐ hacksaw
- ☐ flat file, 200mm, 2nd cut

5.5 Category 1 – On-site Welding (Mobile)

Appropriate Trades

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

Equipment

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

- 200 amp (or larger) engine-driven electric welding set, with 220 volt, 3 kVA auxiliary output.
- Heavy duty welding cables, 10m long
- Oxygen and acetylene cutting and welding equipment (4.6 kg cylinders or larger).

Hoses

must be fitted with anti-flash back devices.

- Angle grinder, 2500 W, 225mm
- A full set of tools related to the welding trade

5.6 Category 2 – Welding, Fabrication, Thread and Bolt Repairs

Appropriate Trades

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

Equipment

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

- Gantry or similar lifting device: 1.5 tonne winch
- Electric Welder: 0 – 300 amp (MIG preferred)

- Oxy-Acetylene welding and cutting set
- Mechanical saw (or abrasive disc cutter)
- Hydraulic Press: 0 – 20 tonne
- Welding Table
- Assorted Clamps
- Angle Grinder: 225 mm
- Hand Held Electric Drill: 13 mm
- Pillar drill: for MT drills (radial arm drill acceptable)
- Drill bits up to 25 mm diameter
- Tools for measuring and marking out
- Drill bits (3 - 30mm)
- Taps (3 - 30mm) - metric and imperial
- 5m air hose
- Helicoils (3-30mm) metric and imperial

Premises

- Covered working area (90 m2 minimum)
- Secure, fenced workshop yard
- Evidence of good housekeeping and appearance
- Evidence of compliance with the Occupational Health and Safety Act
- Fire extinguishers
- First Aid Kit
- Workshop Safety Signs

5.7 Category 3: General Machining

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

Appropriate Trade:

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

Minimum Equipment:

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

- Telescopic gauges
- Verniers: 0 – 200 mm
- Dial gauge with magnetic base
- Micrometers: external 0 – 150mm

Premises

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

Safety

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

5.8 Category 4: Automotive Engineering and Engine Assembly

Appropriate Trade:

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

Equipment:

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

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

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

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

Accreditation

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

5.9 Category 5: Radiator, Oil Cooler Repairs & Fuel Tanks

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

Appropriate Trade: Skilled Worker

Equipment:

The minimum equipment required for participation in this contract is:

- A boil out compound bath
- A hot water test tank with Penetrance
- Correct size soldering nozzle to be used (No. 2)
- Radiator/fuel tank clamping stand
- Correct solder to be used (S7 or S4)
- Correct flux for soldering (Radflux)
- Designated spray area with extractor fans
- Fire extinguishers
- Pressure test kit
- Regulated air pressure bath for underwater testing
- Clean workshop with safety signs

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

The quality of material must, at very minimum, be equal to the manufacturer's standards. Accreditation

Successful Contractors must be accredited by ACRA for the reconditioning of radiators, heat exchangers and fuel tanks.

Premises

Floor area (75mm² minimum)

5.10 Category 6: Diesel Fuel Injection

Appropriate Trade:

A trade test certificate as issued by the Department of Labour or MERSETA: Diesel Fuel Injection Technician

Equipment:

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

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

The minimum tooling required for participation in this contract is:

- A "brand name" diesel test bench for mechanical injection pumps
- Calibration nozzle "pop" holders

- Calibration test tubing
- Injector nozzle tester
- ALDA tester
- All the required clamps and measuring devices
- hand tools to dismantle and re-assemble pumps, injectors

Accreditation

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

5.11 Category 7 Specialised Hydraulic Component Repairs and Hydraulic Hose Repairs

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

Appropriate Trade:

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

Equipment:

The minimum equipment required for participation on this Contract is:

- chain vices to grip cylinders with diameter between 0 and 300 mm
- chain wrench to grip cylinders with diameter between 0 and 300 mm
- stillson wrench approximately 900 mm length
- inside micrometers – 0 to 300 mm and telescopic gauge
- hydraulic test gauges 0 to 300 bar
- full set of hand tools, including:
- spanners, 6 -32 mm
- adjustable spanner, 300 mm
- set ½” drive sockets, 10 – 27 mm o set ¾” drive sockets, 24 – 50 mm o set Allen keys, 2 –
- 16 mm
- circlip pliers, internal and external
- “C” spanners
- hydraulic test bench for testing of pumps, motors, rams and valve banks. Max flow – not less than 120 litres/min; max pressure – not less than 300 bars. The test bench should consist of a power unit, valve bank, adjustable relief valves and gauges (pressure, flow and rev. counter). It must include a variable speed drive for testing pumps.
- electric welder – minimum 200 amp
- MIG welder (optional)
- centre lathe

- universal milling machine
 - honing machine for hydraulic cylinders up to 300 mm dia and 3000 mm long
 - hydraulic press – 20 ton
 - steel workbench
 - supports for cylinders under repair
 - spray gun and compressor
 - bench grinder
 - portable angle grinder
- Hose cutting machine with metal blade. Hose cutting by means of an abrasive disc is not acceptable as this method leaves rubber particles in the bore of the hose
- Machine for installing hose fittings (to suit type of fittings used)
- Gauges for checking crimping of fittings
- Machine for skiving hoses
- Pipe flaring tool
- Pipe bending tool

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

Premises:

- Evidence of good housekeeping and appearance
- Evidence of compliance with Occupational Health and Safety Act
- Fencing – security (optional)
- Fire Extinguishers
- First Aid Kit
- Painted floors (optional)
- Workshop Safety Signs

5.12 Category 8 Turbochargers

Repairs to turbochargers / overhauling of turbochargers.

Appropriate Trade

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

Fuel Injection Technician

Equipment

The successful Contractors must have a fully equipped workshop to carry turbochargers repairs.

A manufacturer’s workshop manual / specification sheet must be available before commencing with repairs.

- Standard Artisan’s tool set
- Magnetic Base Dial Test Indicator
- Inside Micrometer set
- Torque Wrench
- “V” Blocks
- Feeler Gauge
- Cir-clip Pliers
- Set Allen keys
- Set Torx keys
- Various Spanners (i.e. Turbo or Half Moon, Ring and Open Ended spanners)

- Rubber mallet
- Centre Punch
- Marking Pen
- Masking Tape
- Bench vice with Jaw protectors
- Parts cleaning facility and cleaning Agent
- Hydraulic press
- Sandblasting equipment.
- Suitable Compressor

5.13 Category 9 : Brake, Air brake and Component repairs

Appropriate Trade

Skilled Worker, Mechanic

Equipment:

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

The minimum equipment required for participation in this Contract is:

- Standard Artisan's Tool Set, as described in Clause 5.4
- Appropriate equipment for testing of air brake components and hydraulic components (pressure hold and release, etc)
- Bench Drill
- Bench grinder with wire brush wheel
- Chemical cleaning bath and rinsing bath
- Cylinder honers (for hydraulic cylinders and compressor cylinder barrels)
- Glass bead blaster
- Hydraulic Press – 5 tonne
- Pipe cutter for metal and plastic pipe
- Pipe bending tool
- Pipe swaging tool
- Piston ring compressor
- Piston ring pliers
- Press with safety cage for dismantling spring brake chambers
- Welding and cutting set – oxy – acetylene
- Welding machine, electric – minimum 140amWorkshop compressor
- 2 - or 3 - leg puller
- Brake drum lathe - up to 250mm dia drums
- Brake drum lathe - heavy motor vehicles
- Brake drum grinder (for removing hard spots)
- Dial gauge for measuring run-out

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

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

- Assortment of plastic pneumatic pipe fittings

Premises:

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

Safety

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

Accreditation:

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

ALFRED DUMA LOCAL MUNICIPALITY

**DEPARTMENT PUBLIC SAFETY AND EMERGENCY
SERVICES**

CONTRACT NO. PS 05/2024

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS
FOR SPECIALISED MECHANICAL REPAIRS AND
MAINTENANCE OF MUNICIPAL FLEET & EQUIPMENT
FOR A PERIOD OF THREE (3) YEARS**

FORMS TO BE COMPLETED BY THE BIDDER

FORM OF ACCEPTANCE

DEPARTMENT: _____

FORM OF BID: _____

To: **Municipal Manager**
P O Box 29
LADYSMITH
3370

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

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

1. Are you duly authorised to sign the bid? *

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

*Delete whichever is not applicable

SIGNATURE: _____

DATE: _____

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

NAME OF BIDDER: _____

POSTAL ADDRESS: _____

TELEPHONE NUMBERS: _____

FACSIMILE NUMBERS: _____

BID NUMBER: _____

NAME OF CONTACT PERSON: _____

Refer to the under-mentioned important Conditions:

IMPORTANT CONDITIONS

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

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF
MUNICIPALITY/ENTITY)

BID NUMBER:
.....

CLOSING DATE:

CLOSING TIME:

DESCRIPTION.....
.....

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

BID DOCUMENTS MAY BE POSTED TO:

.....
.....

OR

DEPOSITED IN THE BID BOX SITUATED AT (*STREET ADDRESS*)

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

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

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

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-
TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

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

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

NAME OF BIDDER

.....

POSTAL ADDRESS

.....

STREET ADDRESS

.....

TELEPHONE NUMBER

CODE.....NUMBER.....

CELLPHONE NUMBER.....

FACSIMILE NUMBER

CODE

NUMBER.....

.....

E-MAIL ADDRESS

.....

VAT REGISTRATION NUMBER

.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? (MBD 2)
YES/NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1)
YES/NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)

☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)

☐

A REGISTERED AUDITOR

☐

(Tick applicable box)

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

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

YES/NO
(IF YES ENCLOSE PROOF)

SIGNATURE

OF

BIDDER

.....

DATE

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED

.....

TOTAL BID PRICE.....

TOTAL NUMBER OF ITEMS OFFERED

.....

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality / Municipal Entity:

Department:

Contact Person:

Tel:

Fax:

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person:

Tel:

Fax:

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

(f) an employee of Parliament or a provincial legislature.

² Shareholder" means a person who owns shares in the company and is actively involved in the

management of the company or business and exercises control over the company.

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

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

3.13.1 If yes, furnish particulars.

.....

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

3.14.1 If yes, furnish particulars:

.....

.....

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

Full Name	Identity Number	State Employee Number

Signature

Date

.....

ALFRED DUMA LOCAL MUNICIPALITY

**DEPARTMENT PUBLIC SAFETY AND EMERGENCY
SERVICES**

CONTRACT NO. PS 05/2024

**APPOINTMENT OF A PANEL OF SERVICE
PROVIDERS FOR SPECIALISED MECHANICAL
REPAIRS AND MAINTENANCE OF MUNICIPAL FLEET
& EQUIPMENT FOR A PERIOD OF THREE (3) YEARS**

PROCUREMENT DOCUMENTS

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

a) The applicable preference point system for this tender is the 80/20 preference point system.

b) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

- (a) Price; and
- (b) Specific Goals.

1.3 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

- 1.4 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.5 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
RDP Goals 15/20- the bidding company to prove that it is located in the Alfred Duma Local municipal area. Bidders are required to attach proof of address to earn these points	N/A	15	N/A	
Race (HDI) 5/20- Ownership verification will be conducted in line with the Central Supplier Database(CSD)	N/A	5	N/A	
		20		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name _____ of
company/firm.....

4.4. Company _____ registration _____ number:
.....

4.5. TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

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

NAME (PRINT)



CAPACITY

SIGNATURE

NAME OF FIRM

DATE

CONTRACT FORM - PURCHASE OF GOODS/WORKS**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP ☐



CONTRACT FORM - RENDERING OF SERVICES

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

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

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



NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM
DATE

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

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

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP ☐



CONTRACT FORM - SALE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

13. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.
14. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (vii) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Special Conditions of Contract;
 - (viii) General Conditions of Contract; and
 - (ix) Other (specify)
15. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.
16. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
17. I undertake to make payment for the goods/works as specified in the bidding documents.
18. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
19. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)
CAPACITY
SIGNATURE
NAME OF FIRM
DATE

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (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 ☐	No ☐

4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? 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 ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

ENQUIRY CONTACT DETAILS

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

MUNICIPALITY: ALFRED DUMA LOCAL MUNICIPALITY
DEPARTMENT: DEPARTMENT BUDGET AND TREASURY
CONTACT PERSON: MS N GODO
TEL: 036 637 2231 – EXTENSION 1208
FAX: 086 214 7695

ANY ENQUIRIES REGARDING INFORMATION MAY BE DIRECTED TO:

CONTACT PERSON: MR S. GUMEDE OR MR M SEWPERSADH
TEL: 036 361 1777

ALFRED DUMA LOCAL MUNICIPALITY

**DEPARTMENT PUBLIC SAFETY AND EMERGENCY
SERVICES**

CONTRACT NO. PS 05/2024

**APPOINTMENT OF A PANEL OF SERVICE
PROVIDERS FOR SPECIALISED MECHANICAL
REPAIRS AND MAINTENANCE OF MUNICIPAL FLEET
& EQUIPMENT FOR A PERIOD OF THREE (3) YEARS**

CHECK LIST

CHECK LIST

NO	DESCRIPTION	TICKED BY BIDDER	TICKED BY MUNICIPAL REPRESENTATIVE
1	Initial/ Sign of all pages		
2	Briefing Session attended on		
3	Closing/ Bid Submission at 11:00 onat 11:00		
4	Form of bid completed		
5	Original Tax Clearance Certificate attached		
6	Pricing Schedule completed – MBD 3.1		
7	Preferential Points Claimed – MBD 6.1		
8	Preferential % Calculated and claimed		
9	Preference Points Claim Form in Terms of the Preferential Procurement Regulations – MBD 6.9		
10	All witnesses signed where it's required		
11	Declaration with regard to Particulars completed		
12	Declaration with regard to equity completed		
13	Enquiry contact details completed		
14	Particulars of Bidders Completed		
15	Bid Declaration of interest Completed – MBD 4		
16	Declaration with regard to equity completed – MBD 6.1		
17	Pre – Qualification Score Card		
18	Pricing Schedule		