



HANTAM MUNICIPLITY

TENDER DOCUMENT


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| TENDER NUMBER: | NC065/T03/2024 |
| TENDER DESCRIPTION: | THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE MAINTENANCE, SERVICE AND REPAIRS OF HANTAM MUNICIPALITY FLEET VEHICLES FOR A PERIOD OF (3) THREE YEARS. |
| CLOSING DATE: | 31 MAY 2024 |
| CLOSING TIME: | 12:00 |
| TENDER BOX AT: | HANTAM MUNICIPALITY 20 HOOP STREET CALVINIA 8190 |
| Name of Bidder: | |
| Tendered Amount: | |
| B-BBEE Status Level of Contributor: | |
| Preference Points Claimed | |
| CSD Supplier Number: | |
| B-BBEE certificates submitted with the bid documents MUST be VALID ORIGINAL BBEE CERTIFIATES or VALID CERTIFIIED COPIES OF THE B-BBEE CERTIFICATES or VALID SWORN AFFIDAVITS | |

NB:

1. All bids must be submitted on the official bid forms – (not to be re-typed)
2. Bids must be completed in black in in writing.
3. No bids will be considered from persons in the service of the state.

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|  | HANTAM MUNICIPALITY | | |
| | TENDER NOTICE AND INVITATION TO BID | | |
| | DEPARTMENT: | DIRECTORATE: FINANCE | |
| ADVERTISED IN: | Die Burger, Municipal Notice Board and Municipal Website | | |
| TENDER NR. | NC065/T03/2024 | Published date: | 19 April 2024 |
| Tender Description: | THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE MAINTENANCE, SERVICE AND REPAIRS OF HANTAM MUNICIPALITY FLEET VEHICLES FOR A PERIOD OF (3) THREE YEARS. | | |
| Closing Date | 31 May 2024 | Closing Time: | 12H00 |
| Bids will be opened immediately thereafter, in public at the Hantam Municipality, Supply Chain Management Unit, Finance Building, 20 Dr Nelson Mandela Rd, Calvinia, 8190. | | | |
| Availability of Bid Documents | | | |
| Tender Documents will be available at no charge from the Hantam Municipality Website at www.Hantam.gov.za | | | |
| Date Tender Documents are Available: | | 29 April 2024 | |
| General requirements | | | |
| <p>Bids are to be completed in accordance with the conditions and bid rules contained in the bid document and supporting documents must be placed in a sealed envelope and externally endorsed WITH THE BID NUMBER, DESCRIPTION AND CLOSING DATE OF THE BID, and be deposited in the Bid Box, at the office of the Hantam Municipality, Supply Chain Management Unit, Finance Building, 20 Dr Nelson Mandela Rd, Calvinia.</p> <p>Bids may only be submitted on the bid documentation that is issued.</p> <p>The evaluation of this bid will be subjected to functionality scoring. Tenderers must achieve a functionality score of 70 out of 100 points to be evaluated further. The functionality criteria and weighting are set out in the tender document.</p> <p>Bids will be evaluated according to the 80/20 points system. The bids are subject to the Preferential Procurement Policy Framework Act 2000 and the Preferential Procurement Regulations 2022.</p> <p>The Municipality reserves the right to withdraw any invitation to bid and/or re-advertise or to reject any bid or to accept a part of it. The Municipality does not bind itself to accept the lowest bid or to award a contract to the Bidder scoring the highest number of points.</p> <p>NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE AS DEFINED IN THE MUNICIPAL SUPPLY CHAIN MANAGEMENT REGULATIONS (GOVERNMENT GAZETTE NO 40553 DATED 20 JANUARY 2017)</p> <p>Tenderers who are not yet registered are required to register on the Municipality's Accredited Supplier Database as well as the CSD. Application forms are obtainable from Hantam Municipality Local Office in Calvinia.</p> | | | |

A Valid and Original Tax Clearance Certificate/ Tax Compliance Status Pin issued by SARS should accompany your document or a certified copy of the original Tax Clearance Certificate/ PIN.

An original or certified Broad Based Black Economic Empowerment (B- BBEE) Certificate or original sworn affidavit must be submitted to obtain points for B- BBEE Status Level. Failure to submit a B- BBEE certificate or Original Sworn Affidavit will lead to forfeiture (loss) of the preference points. Bidders will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B- BBEE status level of contribution or is a non- compliant contributor. Such a bidder will score 0.

Certified copy of the latest Municipal Account on the address of the business AND that of the directors, as per CK1 MUST accompany the bid document (NB. Bidders may not be in arrears for more than three months (90 days) with municipal rates and service charges)/ if business has entered into a lease agreement for the use of a building, the lease agreement should accompany your tender document.

Certified copies of Identity Documents (ID's) of all shareholders/ owner(s)/ partners of bidding companies must be submitted with the bid document.

Price quoted must be firm and inclusive of VAT.

Bids which are late, incomplete, unsigned, completed in pencil, submitted by facsimile or electronically, will not be accepted.

The Supply Chain Management Policy of Hantam Local Municipality will apply.

Prospective bidders must have prior knowledge and experience of providing these services and provide references thereof.

No tender will be considered from a person or company who, for the past five years has been convicted of

- Fraud, corruption, or any criminal offense
- The strike, premature termination of unsuccessful completion of government contracts

A set of tender documents with detailed specifications can be obtained from Mr. A. M. Pieters, Supply Chain Management at the cost of R 661.20, 20 Dr Nelson Mandela Drive, Calvinia, 8190, Email: Apieters@hantam.gov.za or at (027) 341 8500 before the specified date and time.

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| Preferential Procurement Point System Applicable | 80/20 | Local Content Requirement | N/A |
| Validity Period | 90 Days | Site Meeting / Information Session | N/A |

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO: Acting Director Corporate Services
Contact Person: Mr. N. Moses
Tel: Written Enquiries Only
Email: mosesn@hantam.gov.za

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:
Section: Supply Chain Management
Contact Person: Mr. A. M. Pieters
Tel: Written Enquiries Only
Email: Apieters@hantam.gov.za

Authorised by:

**Acting Municipal Manager: Mr. T.
Tlhoale**

BID CONDITIONS AND INFORMATION

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| AGREEMENT | The successful bidder will be expected to sign the Contract Form (Part 1) of this bid document within 30 days of the date of notification by the Hantam Municipality that his/her bid has been accepted. |
| COMPLETION OF BID DOCUMENTS | (a) The original bid document must be completed fully in black ink and signed by the authorised signatory to validate the proposal. All the pages must be initialled by the authorised signatory. Failure to do so may result in the invalidation of the bid. (b) Bid documents may not be retyped or altered in any way. |
| ALTERATION OR QUALIFICATION OF BID | No unauthorised alteration of this set of bid documents will be allowed. Any unauthorised alteration will disqualify the proposal automatically. Any ambiguity has to be cleared with contact person for the bid before the closure date. |
| AUTHORISED SIGNATORY | (a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same. (b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder. |
| SUBMISSION OF BID | (a) The bid must be put in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the bid number, title as well as closing date and time and placed in the Tender Box at the Hantam Municipality by not later than 12h00 on 31 May 2024. (b) Faxed, e-mailed and late bids will not be accepted. Bids may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered. |
| OPENING, RECORDING AND PUBLICATION OF BIDS RECEIVED | (a) Bids will be opened in public immediately after the bid closure date, or at such (b) time as specified in the bid documents. If requested by any bidder present, (c) names of the bidders, and if practical the total amount of each bid and of any alternative bids will be read out aloud. (d) Bids received in time recorded and entered in a register which is open for public inspection. |

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| TAX CLEARANCE CERTIFICATE | <p>a. A valid original Tax Clearance Certificate must accompany the bid documents. The onus is on the bidder to ensure that the Hantam Municipality has an original Tax Clearance Certificate on record and obtain confirmation from the Supply Chain Management Unit of the Hantam Municipality.</p> <p>b. Bids not supported by a valid original Tax Clearance Certificate, as an attachment to the bid documents will be invalidated.</p> <p>c. In bids where consortia/joint ventures/sub-contractors are involved; each party must submit a separate valid original Tax Clearance Certificate.</p> |
| EVALUATION OF BIDS | Bids will be evaluated in terms of their responsiveness to the bid specifications and requirements as well as such additional criteria as set out in the bid documents. |
| ACCEPTANCE OR REJECTION OF A BID/S | The Hantam Municipality reserves the right to withdraw any invitation to submit a bid and/or to readvertise. or to reject any bid or to accept a part of it. The Hantam Municipality does not bind itself to accepting the lowest bid. |
| REGISTRATION ON ACCREDITED SUPPLIER DATABASE | It is expected of all prospective service providers who are not yet registered on the Central Supplier Database to register online (www.csd.gov.za) and verify their company information at Hantam Municipality Database Department. The Hantam Municipality reserves the right not to award proposals to prospective suppliers who are not registered on the CSD (Central Supplier Database). |
| STAMP AND OTHER DUTIES | The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions. |
| PROCUREMENT POLICY | Bids will be awarded in accordance with the Preferential Procurement Regulations, 2001 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2022. |
| EXPENSES INCURRED IN PREPERATION OF BID | The Hantam Municipality shall not be liable for any expenses incurred in the preparation and submission of the bid. |
| WRONG INFORMATION FURNISHED | Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Hantam Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or |

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| | sustained by the Municipality as a result of the award of the contract. |
| VALIDITY PERIOD | Bids shall remain valid for 120-days after the bid closure date. |
| GENERAL AND SPECIAL CONDITIONS OF CONTRACT | The General Conditions of Contract as well as any Special Conditions of Contract that may form part of this set of bid documents will be applicable to this bid in addition to the conditions of bid. |
| MUNICIPAL RATES, TAXES AND CHARGES | The bidder to provide their municipal account of rates and taxes of both the Bidding entity and its directors in its Bid Document submission. Any bidder which is or whose directors are in arrear with their municipal rates and taxes due to any Municipality within South Africa for more than three months and have not made an arrangement for settlement of or same before the bid closure date will be disqualified. |
| CONTACT WITH MUNICIPALITY AFTER BID CLOSURE DATE | Bidders shall not contact the Hantam Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the Hantam Municipality, it should do so in writing to the Hantam Municipality. Any effort by the firm to influence the Hantam Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid. |
| B-BBEE SUPPLIER BID DECLARATION | Bidders should complete bid declaration point 4.1 & 6.1 and failure on the part of a bidder to complete mentioned bullet points, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed and you will not receive any points. |
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GENERAL CONDITIONS OF CONTRACT

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| 1. DEFINITIONS | <p>1. The following terms shall be interpreted as indicated:</p> <p>1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>1.2 "Contract" means the written agreement entered between the purchaser and the provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>1.3 "Contract price" means the price payable to the provider under the contract for the full and proper performance of his contractual obligations.</p> <p>1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>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.</p> <p>1.7 "Day" means calendar day.</p> <p>1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.</p> <p>1.9 "Delivery ex stock" means immediate delivery directly from stock on hand.</p> <p>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 provider bearing all risks and charges involved until the supplies are so delivered, and a valid receipt is obtained.</p> <p>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.</p> <p>1.12" Force majeure" means an event beyond the control of the provider and not involving the provider'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.</p> |
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| | <p>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.</p> <p>1.14 “GCC” means the General Conditions of Contract.</p> <p>1.15 “Goods” means all the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.</p> <p>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 provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.</p> <p>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.</p> <p>1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p> <p>1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20 “Project site,” where applicable, means the place indicated in bidding documents.</p> <p>1.21 “Purchaser” means the organization purchasing the goods.</p> <p>1.22 “Republic” means the Republic of South Africa.</p> <p>1.23 “SCC” means the Special Conditions of Contract.</p> <p>1.24 “Services” means that 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 provider covered under the contract.</p> <p>1.25 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.</p> |
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| <p>2. APPLICATION</p> | <p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract conflict with these general conditions, the special conditions shall apply.</p> |
| <p>3. GENERAL</p> | <p>3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2 Invitations to bid are usually published in locally distributed news media and in the institution's website.</p> |
| <p>4. STANDARDS</p> | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| <p>5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION</p> | <p>5.1 The provider 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 provider 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.</p> <p>5.2 The provider 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.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider's performance under the contract if so, required by the purchaser.</p> <p>5.4 The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so, required by the purchaser.</p> |
| <p>6. PATENT RIGHTS</p> | <p>6.1 The provider 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.</p> <p>6.2 When a provider developed documentation / projects for the municipality or municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality or municipal entity.</p> |

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| <p>7. PERFORMANCE SECURITY</p> | <p>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.</p> <p>7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the provider's failure to complete his obligations under the contract.</p> <p>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:</p> <p>(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</p> <p>(b) a cashier's or certified cheque.</p> <p>7.4 The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.</p> |
| <p>8. INSPECTIONS, TESTS AND ANALYSIS</p> | <p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.</p> <p>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.</p> <p>8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the provider.</p> <p>8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p> <p>8.7 Any contract supplies may on or after delivery be inspected, tested, or analysed and may be rejected if found not to comply</p> |

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| | <p>with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the providers cost and risk. Should the provider fails to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.</p> <p>8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</p> |
| 9. PACKAGING | <p>9.1 The provider 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.</p> <p>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.</p> |
| 10. DELIVERY AND DOCUMENTS | <p>10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the provider in accordance with the terms specified in the contract.</p> |
| 11. INSURANCE | <p>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.</p> |
| 12. TRANSPORTATION | <p>12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.</p> |
| 13. INCIDENTAL SERVICES | <p>13.1 The provider may be required to provide any or all of the following services, including additional services, if any:</p> <ul style="list-style-type: none"> (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, |

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| | <p>provided that this service shall not relieve the provider of any warranty obligations under this contract; and</p> <p>(e) training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.</p> <p>13.2 Prices charged by the provider 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 provider for similar services.</p> |
| <p>14. SPARE PARTS</p> | <p>14.1 As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:</p> <p>(a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract; and</p> <p>(b) in the event of termination of production of the spare parts:</p> <p>(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.</p> |
| <p>15. WARRANTY</p> | <p>15.1 The provider 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 provider 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 provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.</p> <p>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.</p> <p>15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.</p> <p>15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5 If the provider, 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 provider's risk and expense and without prejudice to any other rights</p> |

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| | which the purchaser may have against the provider under the contract. |
| 16. PAYMENT | <p>16.1 The method and conditions of payment to be made to the provider under this contract shall be specified.</p> <p>16.2 The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>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 provider.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated.</p> |
| 17. PRICES | 17.1 Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider 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. INCREASE / DECREASE OF QUANTITIES | 18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised 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. CONTRACT AMENDMENTS | 19.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned. |
| 20. ASSIGNMENT | 20.1 The provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent. |
| 21. SUBCONTRACTS | 21.1 The provider shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the provider from any liability or obligation under the contract. |
| 22. DELAYS IN THE PROVIDERS PERFORMANCE | <p>22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider's notice, the purchaser shall evaluate the situation and may at his discretion</p> |

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| | <p>extend the provider'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.</p> <p>22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.</p> <p>22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider 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.</p> <p>22.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the provider'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 provider.</p> |
| <p>23. PENALTIES</p> | <p>23.1 Subject to GCC Clause 25, if the provider 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.</p> |
| <p>24. TERMINATION FOR DEFAULT</p> | <p>24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:</p> <ul style="list-style-type: none"> (a) if the provider 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 22.2; (b) if the provider fails to perform any other obligation(s) under the contract; or (c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. <p>24.2 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 provider shall be liable to the purchaser for any excess costs for such similar goods, works or</p> |

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| | <p>services. However, the provider shall continue performance of the contract to the extent not terminated.</p> <p>24.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.</p> <p>24.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.</p> <p>24.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.</p> <p>24.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <ul style="list-style-type: none"> (i) the name and address of the supplier and / or person restricted by the purchaser; (ii) the date of commencement of the restriction; (iii) the period of restriction; and (iv) the reasons for the restriction. <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p> <p>24.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.</p> |
| <p>25. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS</p> | <p>25.1 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 antidumping 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.</p> |

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|---------------------------------------|---|
| | <p>When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.</p> |
| 26. FORCE MAJEURE | <p>26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider 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 are the result of an event of force majeure.</p> <p>26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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.</p> |
| 27. TERMINATION FOR INSOLVENCY | <p>27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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.</p> |
| 28. SETTLEMENT OF DISPUTES | <p>28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider 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.</p> <p>28.2 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 provider 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.</p> <p>28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>28.4 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</p> |

| | |
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| | (b) the purchaser shall pay the provider any monies due the provider for goods delivered and / or services rendered according to the prescripts of the contract. |
| 29. LIMITATION OF LIABILITY | 29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; (a) the provider 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 provider to pay penalties and/or damages to the purchaser; and (b) the aggregate liability of the provider 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. |
| 30. GOVERNING LANGUAGE | 30.1 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. |
| 31. APPLICABLE LAW | 31.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified. |
| 32. NOTICES | 32.1 Every written acceptance of a bid shall be posted to the provider 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. 32.2 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. |
| 33. TAXES AND DUTIES | 33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 33.3 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. |
| 34. TRANSFER OF CONTRACTS | 34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser. |

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| <p>35. AMENDMENT OF CONTRACTS</p> | <p>35.1 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.</p> |
|--|---|

SPECIAL CONDITIONS

The service providers selected, will be appointed for vehicle Repairs, for the TLB, Grader, Trucks and Tractors Repairs and lastly will be for all other vehicles and LDVs,

After the job is done for service and repairs the job card must be signed by the Fleet Maintenance Officer and the service provider.

On completion of the service, the Artisan shall perform a visual inspection and do operational tests as specified by the manufacture for each service interval.

Necessary spares and lubricants for service and repairs is the responsibility of the service provider.

It is the artisan’s responsibility to remove the old lubricants from the site and leave the site in an environmentally friendly condition.

Breakdowns shall be attended within 24 hours and service within 7 days.

Spares must be original from the Manufactures and be SABS approved.

All spares supplied must have a warranty.

The service provider must have a qualified Earthmoving mechanic with a proof of a trade test certificate where applicable.

The municipality will only be able to pay travel rate that is within a radius of 600km.

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

MBD 1

**PART A
INVITATION TO BID**

| | | | | | |
|---|--|---------------|-------|---------------|-------------|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY) | | | | | |
| BID NUMBER: | NC065/T03/2024 | CLOSING DATE: | 12H00 | CLOSING TIME: | 31 MAY 2024 |
| DESCRIPTION | THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE MAINTENANCE, SERVICE AND REPAIRS OF HANTAM MUNICIPALITY FLEET VEHICLES FOR A PERIOD OF (3) THREE YEARS. | | | | |
| THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7). | | | | | |

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT (STREET ADDRESS

| | | | | | |
|-----------------------------|----------|--|-----------|---------|--|
| Hantam Municipality | | | | | |
| 20 Hoop Steet | | | | | |
| Calvinia | | | | | |
| 8190 | | | | | |
| SUPPLIER INFORMATION | | | | | |
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| TAX COMPLIANCE STATUS | TCS PIN: | | OR | CSD No: | |

| | | | |
|--|--|---|--|
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3] |
| TOTAL NUMBER OF ITEMS OFFERED | | TOTAL BID PRICE | R |
| SIGNATURE OF BIDDER | | DATE | |
| CAPACITY UNDER WHICH THIS BID IS SIGNED | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: | | TECHNICAL INFORMATION MAY BE DIRECTED TO: | |
| DEPARTMENT | SCM | CONTACT PERSON | NATHAN MOSES |
| CONTACT PERSON | ALLAN PIETERS | TELEPHONE NUMBER | 027 341 8500 |
| TELEPHONE NUMBER | 027 341 8500 | FACSIMILE NUMBER | 027 341 8501 |
| FACSIMILE NUMBER | 027 341 8501 | E-MAIL ADDRESS | mosesn@hantam.gov.za |
| E-MAIL ADDRESS | apieters@hantam.gov.za | | |

**PART B
TERMS AND CONDITIONS FOR BIDDING**

| | |
|---|--|
| 1. BID SUBMISSION: | |
| 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. | |
| 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE | |
| 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. | |
| 2. TAX COMPLIANCE REQUIREMENTS | |
| 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. | |
| 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. | |
| 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. | |
| 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3. | |
| 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. | |
| 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. | |
| 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. | |
| 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS | |
| 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> NO | <input type="checkbox"/> YES |
| 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE. | |

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

MBD 4

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, hareholder²):.....
- 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 |
|-----------|-----------------|-----------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
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| | | |
| | | |
| | | |

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

(Delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 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.

1.3 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.

1.4 **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 |

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

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

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{min} = 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:

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 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) |
|---|--|--|--|--|
| Locality | 5 | 10 | | |
| B- BBEE (Preference) | 5 | 10 | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

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.

| |
|--|
| <p>.....</p> <p>SIGNATURE(S) OF TENDERER(S)</p> |
| <p>SURNAME AND NAME:</p> |
| <p>DATE:</p> |
| <p>ADDRESS:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> |

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

| | |
|------------------|-------|
| WITNESSES | |
| 1 | |
| 2. | |
| 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

WITNESSES

1.

2.

DATE

**DECLARATION OF BIDDER’S PAST SUPPLY CHAIN
MANAGEMENT PRACTICES**

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

| Item | Question | Yes | No |
|-------|--|---------------------------------|--------------------------------|
| 4.1 | <p>Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury’s website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars: | | |
| 4.2 | <p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>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.</p> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars: | | |

| | | | |
|-------------|--|---------------------------------|--------------------------------|
| 4.3 | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars: | | |
| Item | Question | Yes | No |
| 4.4 | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars: | | |
| 4.5 | Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.7.1 | If so, furnish particulars: | | |

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js367bW

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

Js9141w 4

AUTHORITY OF SIGNATORY

Details of person responsible for Tender process:

| | |
|---|------------|
| Name | |
| Contact number | () |
| Address of office submitting the Tender | |
| | |
| Telephone no | () |
| Fax no | () |
| E-mail address | |

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

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

Mr./Ms.....has been duly authorized to sign all documents in connection with tender number:

NC065/T03/2024: THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE MAINTENANCE, SERVICE AND REPAIRS OF HANTAM MUNICIPALITY FLEET VEHICLES FOR A PERIOD OF (3) THREE YEARS.

and any Contract which may arise there from on behalf of

(BLOCK CAPITALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS / HER CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

AS WITNESSES 1.

2.

SCOPE OF WORK

BACKGROUND

The Hantam Municipality is expected to maintain service and repair their fleet vehicles, small plant, pumps and equipment that will provide them the capability to perform their mandated functions. The intention of this tender is to prevent supply chain deviations as well as minimize the turnaround time of vehicles and equipment going in for service, maintenance, or repairs.

The maintenance supplied shall fully comply with the manufacturer's requirements as described in the respective maintenance manuals.

Hantam Municipality will provide an initial list of the Fleet for repairs as part of this contract. The list may vary during the contract period by quantity or the type of fleet. Should that occur the service provider shall be advised accordingly.

1. Scope:

1.1 Tenders are hereby invited from service providers for the repairs and servicing of vehicles in the Municipal Fleet.

1.2 The tender will be valid for three years.

1.3 The approved tenderers/services providers must be RMI certified/accredited (Attach proof)

1.4 All work performed must satisfy all governing legislation and manufacturer's recommendations.

Warranties/Guarantees must be stipulated.

1.5 The existing Municipal Fleet consists basically of sedans, LDV's, trucks, refuse removal trucks (compactors and cage), tractors, yellow fleet and equipment.

1.6 If a service provider fails to timely perform services in accordance with contract requirements, Hantam Municipality shall obtain those services through other means including the use of internal resources or issuing a contract or purchase order to another service provider for the services.

2. The tender specifications will be divided into the following categories:

2.1 Sedans

2.2 Vehicles less than 3 ton

2.3 Vehicles more than 3 ton

2.4 Refuse Trucks (compactors)

2.5 Tractors

2.6 Complete engine overhaul (worst case scenario) – a complete quotation to be submitted to the Municipal Fleet Manager before commencement of any work, which must be confirmed with an official Municipal order number.

(h) For complete gearbox overhaul (worst case scenario) - a complete quotation to be submitted to the Municipal Fleet Manager before commencement of any work, which must be confirmed with an official Municipal order number.

(i) For complete diff overhaul (worst case scenario) - a complete quotation to be submitted to the Municipal Fleet Manager before commencement of any work, which must be confirmed with an official Municipal order number.

(j) Call-out fee

(k) Travelling fee

- All work must be executed by or under the supervision of a qualified mechanic.
- The workshop and facilities must be approved by the Municipality prior to the award of the tender.
- The service provider must show proof of existence in the mechanical field of not less than 3 years.
- Prices must include VAT and remain valid for a period of two years.

3. Attached under Annexure A is list of existing vehicles in the Municipality's fleet. (Vehicles and can/will be added during the duration of this tender...)

4. Services and repairs

4.1 Record and coordinate the schedule of vehicles maintenance/servicing.

4.2 Keep records of maintenance/servicing history of Hantam Municipality fleet and send monthly report to Hantam Municipality. (Including annual break down of each individual vehicle's maintenance cost)

4.3 Carry out scheduled routine servicing of vehicles, trailers.

4.4 Complete and submit within 24 hours all job sheets/workshop reports after completion of vehicle services.

4.5 Contractor must stipulate all standard checks, replacement of parts and work that will be done on respectively minor and major services.

4.6 In order to minimise downtime on emergency fleet vehicles a maximum of 1 day will be allowed for the servicing of vehicles.

5. Repairs

The following work is included in the maintenance/ repair and service contract of all vehicles, trailers, pumps and power tools:

5.1 Repair/replace of all faulty mechanical parts. (Engine, gearbox, clutch, steering's, drive line units, suspensions, brake systems and aircons etc.)

5.2 Repair/replace of all faulty electrical parts. (Auto electrical work)

5.3 Repair/replace/cleaning of all faulty interior parts. (Seats, upholstery, dashboard etc.)

5.4 Repair/replace of all faulty parts on pumps (Engine and pump components)

5.5 Repair/replace of all faulty parts on power tools.

5.6 In order to minimise downtime on emergency fleet vehicles a maximum of 3 days on minor repairs and 5 days on major repairs will be allowed for the repairing of vehicles or as agreed upon between service provider and the Hantam Municipality.

6. Bodywork repairs

6.1 Repair/replace of all body parts because of an accident or corrosion damage.

6.2 All panel beating, and paintwork must also carry a warranty and all repairs shall be approved by Hantam Municipality.

6.3 In order to minimise downtime on emergency fleet vehicles a maximum of 15 days on damages and 30 days on accident repairs will be allowed for the repairing of vehicles.

Tender Document Hantam Municipality

7. Parts

7.1 All parts must be preferably original manufacturer's parts unless parts are of the same quality and performance and carry the same warranty as original manufactures components.

7.2 The use of non-original parts shall be approved by Hantam Municipality before use/installation.

7.3 Any claims arising from the failure of components, or any collateral damage caused by the fitment of non-approved parts, the contractor will be liable.

7.4 On request of Hantam Municipality the supply of parts from time to time must be accommodated by the contractor.

7.5 Warranty periods on parts supplied/fitted by the contractor will be monitored by the contractor.

8. Emergency breakdowns and vehicle recoveries

8.1 The contractor must provide an after-hour repairs mechanic/technician for all/any kind of breakdown (QUOTE PER CALL) on emergency services fleet vehicles, trailers, pumps, and power tools.

8.2 The contractor must recover if needed, all fleet vehicles in case of accident or breakdown form anywhere in the Hantam Municipality at any given time.

8.3 The contractor must do emergency tyre repairs/replacement on emergency incidents when needed.

8.4 In order to minimise downtime on emergency fleet vehicles a maximum of 30 minutes response time will be allowed for mechanics/technicians to respond for break downs.

8.5 Recovery vehicles must be activated within 15 minutes of receiving a request for recovery by Hantam Municipality.

9. The work will be categorized in a labour rate and a “spares at cost +%” amount for all the vehicles, trailers, trucks, machinery as follows;

9.1 (a) Complete engine overhaul (worst case scenario) – a complete quotation to be submitted to Hantam Municipality before commencement of any work, which must be confirmed with an official Hantam Municipality order number.

(b) For complete gearbox overhaul (worst case scenario) - a complete quotation to be submitted to Hantam Municipality before commencement of any work, which must be confirmed with an official Hantam Municipality order number.

(c) For complete diff overhaul (worst case scenario) - a complete quotation to be submitted to Hantam Municipality before commencement of any work, which must be confirmed with an official Hantam Municipality order number.

(d) For complete suspension overhaul (worst case scenario) - a complete quotation to be submitted to Hantam Municipality before commencement of any work, which must be confirmed with an official Hantam Municipality order number.

(e) Call-out fee

(f) Travelling

9.2 All work must be executed by or under the supervision of a qualified artisan. (Proof to be supplied on request).

9.3 Vehicle must be collected and delivered by the contractor for services repairs etc.

9.4 The workshop and facilities must be approved by the Municipality prior to the award of the tender.

9.5 The service provider must show proof of existence in the mechanical field for not less than 3 years.

9.6 Prices must include VAT (if a VAT vendor) and remain valid for a period of one year.

9.7 Any price adjustments are subject to the approval of Hantam Municipality and may result in the cancellation of the contract.

10. Time Frames

The bidder must clearly demonstrate how the contract will be managed, detailing a work plan with timeframes, and clearly explaining how the work (works) will be implemented.

PRE-QUALIFICATION REQUIREMENTS

FUNCTIONALITY

For a bidder to qualify it is a requirement to score a minimum of 70 out of a maximum of 100 points for functionality.

Values: 1 = Poor; 3 = Good; 5 = Excellent

| <u>ITEM</u> | <u>CRITERIA</u> | <u>WEIGHT</u> | <u>VALUE</u> | <u>SCORE</u> |
|--------------------|--|----------------------|---------------------|---------------------|
| 1. | BANK RATING | 20 | | |
| 1.1 | RATING D (VALUE = 1) | | | |
| 1.2 | RATING C (VALUE = 3) | | | |
| 1.3 | RATING B (VALUE = 3) | | | |
| 1.4 | RATING A (VALUE = 5) | | | |
| 2 | Key Personnel Experience Project: Manager: Attach CV and certified minimum qualification i.e. Project Management Diploma | 20 | | |
| 2.1 | 0-5 years (Value – 1) | | | |
| 2.2 | 6-10 years (Value – 3) | | | |
| 2.3 | 11 and above (Value – 5) | | | |
| 3. | Performance Report: The report must detail Policy review Fleet Information and Workshop Management Ability to conduct a fleet audit Fleet and On-Road Fuel Management Systems | 25 | | |
| 3.1 | 0-2 reports (Value = 1) | | | |
| 3.2 | 3-5 reports (Value = 3) | | | |
| 3.3 | 6 reports and above (Value = 5) | | | |
| 4 | Company experience: Similar Projects Value | 25 | | |
| 4.1 | R500 000 – R1,9M (Value = 1) | | | |
| 4.2 | R2M – R3M (Value = 3) | | | |
| 4.3 | R3M and above (Value = 5) | | | |
| 5 | Company Experience (attach appointment and reference letters per project). | 10 | | |
| 5.1 | 0 – 2 letters (Value =1) | | | |

| | | | | |
|--------------|--------------------------------|------------|--|--|
| 5.2 | 3 – 5 letters (Value =3) | | | |
| 5.3 | 6 letters and above (Value =5+ | | | |
| TOTAL | | 100 | | |

Bidders should take note of the above Pre-qualification criteria.

[a] All the necessary documentation must be submitted for the Evaluation Panel to make an informed evaluation. Evaluation of the Technical (Quality) Requirements will be based on the information provided by the bidder.

[i] Experience - The experience annexure must be completed. Only list projects of a similar nature undertaken in the supply of fuel.

[ii] Expertise – The qualifications and capacity of the company/team to undertake the work must be provided for evaluation purposes.

[iii] Methodology – The bidder must clearly demonstrate how the contract will be managed, detailing a work plan with time frames, and clearly explaining how the works will be implemented.

[b] Bids that do not meet a minimum of 70 out of 100 in total for the criteria listed above will not be considered further.

| | | |
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| | | |
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| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

DATE

SIGNATURE OF BIDDER

BID REQUIREMENTS OF HANTAM MUNICIPALITY

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

| | | |
|---|------------|-----------|
| CENTRAL SUPPLIER DATABASE (CSD) NO: | | |
| | | |
| NAME OF BIDDER: | | |
| | | |
| POSTAL ADDRESS: | | |
| | | |
| STREET ADDRESS: | | |
| | | |
| TELEPHONE NO: | | |
| FACSIMILE NO: | | |
| E-MAIL ADDRESS (IF AVAILABLE): | | |
| NAME OF CONTACT PERSON: | | |
| CELL PHONE NUMBER OF CONTACT PERSON: | | |
| HAS A TAX CLEARANCE CERTIFICATE BEEN SUBMITTED | YES | NO |
| INCOME TAX NUMBER | | |
| NAME OF TAXPAYER | | |
| IDENTITY NUMBER OF TAXPAYER (IF APPLICABLE) | | |
| EMPLOYER'S PAYE REGISTRATION NUMBER (IF APPLICABLE) | | |
| COMPANY OR CC REGISTRATION NO | | |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED BY YOU? | | |
| | | |
| AUTHORISED SIGNATURE: | | |
| | | |
| NAME: | | |
| CAPACITY: | | |
| DATE: | | |

REQUIRED COMPANY DOCUMENTATION

A PUBLIC COMPANY or SECTION 21 COMPANY

A certified copy of the company's Certificate of Incorporation (CM3).

If any changes had occurred in the board of Shareholders or Directors of the company since registration, a certified copy of the amended Certificate of Incorporation regarding the changes that were registered in the office of the Registrar of Companies must be obtained.

In the case of a Company, a resolution from the directors that the person who is appointed to sign the tender and SLA document is authorized to act on behalf of the Company. The full names, identity number and his/ her capacity must be included in the resolution.

A CLOSE CORPORATION

A certified copy of the Close Corporation's registration document. (CK1 & CK2).

If any changes had occurred in the Membership of the Close Corporation since registration, a certified copy of the amended Registration Certificate regarding the changes in membership that were registered in the office of the Registrar of Companies must be obtained. In the case of a Close Corporation, a resolution from the members that the person who is appointed to sign the tender and SLA document is authorized to act on behalf of the Close Corporation. The full names, identity number and his/ her capacity must be included in the resolution.

A TRUST

A certified copy of the Trust deed (document) as well as a letter of authority in the case of business trust.

A PARTNERSHIP

A certified copy of the Partnership Agreement.

A SOLE PROPRIETOR

A certified copy of the Owner's ID document. In all cases, a valid Tax Clearance certificate is required. Where necessary certified copies of other relevant registration certificates pertaining to the business as required by legislation. The above documentation did not include necessarily all the documentation that may be needed by the Supply Chain department which must also be requested.

PRICING SCHEDULE (RATE BASIS)

A. SERVICE PRICE SCHEDULE

1. SERVICING OF SEDANS & VEHICLES UNDER 3 TON E.G. BAKKIES ETC.

| NO | JOB | LABOUR | | | TOTAL LABOUR COST | % HANDLING FEE | DOWN TIME |
|----|-----------------------------------|----------------|---------|----------|-------------------|----------------|-----------|
| | | SUPERINTENDENT | ARTISAN | LABOURER | | | |
| A | ENGINE | | | | | | |
| 1 | Engine oil change with filter | | | | | | |
| 2 | Renew all filters | | | | | | |
| 3 | Clean fuel pump bowl | | | | | | |
| 4 | Adjust valve clearance | | | | | | |
| 5 | Replace "V" Belts | | | | | | |
| 6 | Replace radiator, hoses & cowling | | | | | | |
| 7 | Replace fuel lines | | | | | | |
| 8 | Replace and set spark plugs | | | | | | |
| 9 | Set timing | | | | | | |
| 10 | Work on fuel system (rate/hour) | | | | | | |

| B | | CLUTCH & TRANSMISSION | | | | | |
|---|---|-----------------------|--|--|--|--|--|
| 1 | Grease prop shaft U-Joints & slip joints | | | | | | |
| 2 | Renew prop shaft bolts | | | | | | |
| 3 | Renew gearbox oil | | | | | | |
| 4 | Adjust clutch free play | | | | | | |
| 5 | Replace complete clutch | | | | | | |
| 6 | Skim fly wheel | | | | | | |
| 7 | Replace pilot bearing | | | | | | |
| | | | | | | | |
| C | | FRONT AXLE & STEERING | | | | | |
| 1 | Grease kingpins | | | | | | |
| 2 | Work on steering system, shackle pins & bushes-springs, centre bolt and hanger brackets | | | | | | |
| 3 | Renew power steering oil | | | | | | |
| 4 | Replace hub seals, grease | | | | | | |

| | | | | | | | |
|----------|--|--|--|--|--|--|--|
| | pack & adjust wheel bearings | | | | | | |
| | Replace all seals | | | | | | |
| D | REAR AXLE & DIFF | | | | | | |
| 1 | Repair Diff lock operation | | | | | | |
| 2 | Renew oil | | | | | | |
| 3 | Work on shackle pins & bushes-springs, centre bolt and hanger brackets (rate/hour) | | | | | | |
| | | | | | | | |
| E | CHASSIS | | | | | | |
| | Replace and secure rivets on cross member | | | | | | |
| | Secure stabilizers | | | | | | |
| | Secure fuel tank and brackets | | | | | | |
| | | | | | | | |
| F | ELECTRICAL | | | | | | |
| | Align head lights | | | | | | |

| | | | | | | | |
|----------|------------------------------------|--|--|--|--|--|--|
| | Secure and replace faulty wiring | | | | | | |
| | Replace faulty relays and switches | | | | | | |
| | Replace of the wiring loom | | | | | | |
| G | LUBRICATION | | | | | | |
| | Grease all nipples | | | | | | |
| | Replace grease nipples | | | | | | |
| | | | | | | | |
| H | BRAKES | | | | | | |
| | Strip and replace brakes | | | | | | |
| | Adjust brakes & handbrake | | | | | | |
| | | | | | | | |
| I | BODY | | | | | | |
| | Replace door handles and locks | | | | | | |
| | Repair window regulators | | | | | | |
| | | | | | | | |

| | | | | | | | |
|---|--|--|--|--|--|--|--|
| J | OVERHAUL | | | | | | |
| | Complete engine overhaul | | | | | | |
| | Complete gearbox overhaul | | | | | | |
| | Complete diff overhaul | | | | | | |
| | | | | | | | |
| K | LABOUR RATE FOR CONTIGENCY / MISCELLANEOUS | | | | | | |
| | Superintendent | | | | | | |
| | Artisan | | | | | | |
| | Labourer | | | | | | |
| | | | | | | | |
| L | BREAKDOWNS | | | | | | |
| | Call out fee – normal working hours | | | | | | |
| | Call out fee – after hours | | | | | | |
| | Travel – Rand/km | | | | | | |

| M | WEAR AND TEAR | | | | | | |
|---|----------------------------|--|--|--|--|--|--|
| | Batteries | | | | | | |
| | Brake drums and linings | | | | | | |
| | Clutch plates, linings | | | | | | |
| | Glasses | | | | | | |
| | Head Lamp Glass | | | | | | |
| | Windshield Wiper Blades | | | | | | |
| | Mud flaps | | | | | | |
| | Shock absorbers and rubber | | | | | | |
| | Steering bars and ends | | | | | | |
| | Upholstery | | | | | | |
| | Fuses | | | | | | |
| | Drive belts | | | | | | |
| | Bushings | | | | | | |
| | Tyres | | | | | | |
| | | | | | | | |

2. SERVICING OF TRUCKS MORE THAN 3 TON, REFUSE REMOVAL TRUCKS (COMPACTORS) AND TRACTORS

| NO | JOB | LABOUR | | | TOTAL LABOUR COST | % HANDLING FEE | DOWN TIME |
|----|----------------------------------|----------------|---------|----------|-------------------|----------------|-----------|
| | | SUPERINTENDENT | ARTISAN | LABOURER | | | |
| A. | ENGINE | | | | | | |
| | ENGINE OIL CHANGE WITH FILTER | | | | | | |
| | RENEW ALL FILTERS | | | | | | |
| | CLEAN FUEL PUMP FILTER BOWL | | | | | | |
| | ADJUST VALVE CLEARANCE | | | | | | |
| | REPLACE "V" BELTS | | | | | | |
| | REPAIR RADIATOR, HOSES & COWLING | | | | | | |
| | REPLACE FUEL LINES | | | | | | |
| | REPLACE AND SET SPARK PLUGS | | | | | | |
| | SET TIMING | | | | | | |
| | WORK ON FUEL SYSTEM (RATE/HOUR) | | | | | | |

| | | | | | | | |
|--|---|--|--|--|--|--|--|
| | CYLINDER BLOCK | | | | | | |
| | CYLINDER HEAD | | | | | | |
| | CYLINDER LINERS & PISTONS | | | | | | |
| | CONNECTING RODS & BEARINGS | | | | | | |
| | OIL PUMP & PICKUP PIPE | | | | | | |
| | OIL FILTER HOUSING | | | | | | |
| | FLYWHEEL & CASING | | | | | | |
| | EXHAUST INTAKE MANIFOLD | | | | | | |
| | BY-PASS VALVE | | | | | | |
| | COOLANT PUMP | | | | | | |
| | THERMOSTAT & HOUSING | | | | | | |
| | ELECTRONIC CONTROL UNIT | | | | | | |
| | FUEL INJECTION PUMP + COUPLING AND FEED PUMP | | | | | | |
| | INJECTORS | | | | | | |
| | TURBO CHARGER | | | | | | |

| | | | | | | | |
|----|---------------------------|--|--|--|--|--|--|
| | TURBO COMPOUND | | | | | | |
| B. | GEARBOX | | | | | | |
| | CLUTCH HOUSING | | | | | | |
| | GEARBOX CASING | | | | | | |
| | SHAFT AND GEARS | | | | | | |
| | BEARING | | | | | | |
| | SYNCRONIZING CONE | | | | | | |
| | SPLITTER UNIT | | | | | | |
| | RANGE UNIT | | | | | | |
| | INTERNAL GEAR SELECTOR | | | | | | |
| | OIL PUMP | | | | | | |
| C. | DRIVE AXLES | | | | | | |
| | PROPELLER SHAFTS | | | | | | |
| | INTERMEDIATE BEARING | | | | | | |
| | UNIVERSAL JOINTS | | | | | | |
| | FRONT/REAR AXLE CASING | | | | | | |

| | | | | | | | |
|----|-----------------------|--|--|--|--|--|--|
| | DIFFERENTIAL CASING | | | | | | |
| | DIFFERENTIAL GEARS | | | | | | |
| | DIFFERENTIAL BEARINGS | | | | | | |
| | HALF SHAFTS | | | | | | |
| D. | OTHER MAINTENANCE | | | | | | |
| | COOLANT | | | | | | |
| | OIL FILTERS | | | | | | |
| | FUEL FILTERS | | | | | | |
| | AIR FILTERS | | | | | | |
| | BRAKE LINING AND PADS | | | | | | |
| | DRIVE BELTS | | | | | | |
| | BULBS | | | | | | |
| | WIPER BLADES | | | | | | |

| | | | | | | | |
|----|--|--|--|--|--|--|--|
| | FUSES | | | | | | |
| | OILS | | | | | | |
| | LUBRICANTS AND GREASE | | | | | | |
| | CLIMATE UNIT FILTER | | | | | | |
| | VALVE ADJUSTMENTS, MAINTENANCE AND ADJUSTMENT OF THE INJECTORS AND FUEL PUMP | | | | | | |
| | ADJUSTMENTS OF THE COMPRESSED AIR SYSTEM | | | | | | |
| | AXLES AND WHEEL ALIGNMENTS | | | | | | |
| | TIGHTENING OF HOSES, PIPES AND BOLTS | | | | | | |
| E. | WEAR AND TEAR | | | | | | |
| | BATTERIES | | | | | | |
| | BRAKE DRUMS AND LININGS | | | | | | |

| | | | | | | | |
|-----------|----------------------------------|--|--|--|--|--|--|
| | CLUTCH PLATES, LININGS | | | | | | |
| | GLASSES | | | | | | |
| | HEAD LAMP GLASS | | | | | | |
| | WINDSHIELD WIPE BLADES | | | | | | |
| | MUD FLAPS | | | | | | |
| | SHOCK ABSORBERS AND RUBBER | | | | | | |
| | STEERING BARS AND ENDS | | | | | | |
| | UPHOLSTERY | | | | | | |
| | FUSES | | | | | | |
| | DRIVE BELTS | | | | | | |
| | BUSHINGS | | | | | | |
| | TYRES | | | | | | |
| F. | HYDRAULICKS | | | | | | |
| | Service hopper | | | | | | |

| | | | | | | | |
|-----------|--|--|--|--|--|--|--|
| | Replace hydraulic pipes | | | | | | |
| | Repair hydraulic pump | | | | | | |
| G. | FRONT AXLE & STEERING | | | | | | |
| | Grease kingpins | | | | | | |
| | Work on steering system, shackle pins & bushes-springs, centre bolt and hanger brackets. | | | | | | |
| | Renew power steering oil | | | | | | |
| | Replace hub seals, grease pack & adjust wheel bearings | | | | | | |
| | SEALS | | | | | | |
| H. | ELECTRICAL | | | | | | |
| | Align head lights | | | | | | |
| | Secure and replace faulty wiring | | | | | | |

| | | | | | | | |
|----|--|--|--|--|--|--|--|
| | Replace faulty relays and switches | | | | | | |
| | Replace of the wiring loom | | | | | | |
| I. | LABOUR RATE FOR CONTIGENCY / MISCELLANEOUS | | | | | | |
| | SUPERINTENDENT | | | | | | |
| | ARTISAN | | | | | | |
| | LABOURER | | | | | | |
| J. | BREAKDOWNS | | | | | | |
| | Call out fee – normal working hours | | | | | | |
| | Call out fee – after hours | | | | | | |
| | Travel – Rand/km | | | | | | |
| | | | | | | | |

SERVICING OF TLB, GRADER

| NO | JOB | LABOUR | | | TOTAL LABOUR COST | HANDLING FEE % | DOWN TIME |
|----|-----------------------------------|--------|---------|----------|-------------------|----------------|-----------|
| | | SUPT. | ARTISAN | LABOURER | | | |
| K. | ENGINE | | | | | | |
| | Engine oil change with filter | | | | | | |
| | Renew all filters | | | | | | |
| | Clean fuel pump bowl | | | | | | |
| | Adjust valve clearance | | | | | | |
| | Replace "V" Belts | | | | | | |
| | Replace radiator, hoses & cowling | | | | | | |
| | Replace fuel lines | | | | | | |
| | Replace and set spark plugs | | | | | | |
| | Set timing | | | | | | |
| | Work on fuel system (rate/hour) | | | | | | |

| | | | | | | | |
|----|--|--|--|--|--|--|--|
| L. | CLUTCH & TRANSMISSION | | | | | | |
| | Grease prop shaft U-Joints & slip joints | | | | | | |
| | Renew prop shaft bolts | | | | | | |
| | Renew gearbox oil | | | | | | |
| | Adjust clutch free play | | | | | | |
| | Replace complete clutch | | | | | | |
| | Skim fly wheel | | | | | | |
| | Replace pilot bearing | | | | | | |
| M. | FRONT AXLE & STEERING | | | | | | |
| | Grease kingpins | | | | | | |
| | Work on steering system, shackle pins & bushes-springs, centre bolt and hanger brackets. | | | | | | |
| | Renew power steering oil | | | | | | |

| | | | | | | | |
|----|--|--|--|--|--|--|--|
| | Replace hub seals, grease pack & adjust wheel bearings | | | | | | |
| | SEALS | | | | | | |
| N. | REAR AXLE & DIFF | | | | | | |
| | Repair Diff lock operation | | | | | | |
| | Renew oil | | | | | | |
| | Work on shackle pins & bushes-springs, centre bolt and hanger brackets (rate/hour) | | | | | | |
| O. | HYDRAULICKS | | | | | | |
| | Service hopper | | | | | | |
| | Replace hydraulic pipes | | | | | | |
| | Repair hydraulic pump | | | | | | |
| P. | LUBRICATION | | | | | | |
| | Grease all nipples | | | | | | |

| | | | | | | | |
|----|--|--|--|--|--|--|--|
| | Replace grease nipples | | | | | | |
| Q. | BRAKES | | | | | | |
| | Strip and replace brakes | | | | | | |
| | Adjust brakes & handbrake | | | | | | |
| R. | OVERHAUL | | | | | | |
| | Complete engine overhaul | | | | | | |
| | Complete gearbox overhaul | | | | | | |
| | Complete diff overhaul | | | | | | |
| S. | LABOUR RATE FOR CONTIGENCY / MISCELLANEOUS | | | | | | |
| | SUPERINTENDENT | | | | | | |
| | ARTISAN | | | | | | |
| | LABOURER | | | | | | |
| T. | BREAKDOWNS | | | | | | |
| | Call out fee – normal working hours | | | | | | |

| | | | | | | | |
|----|----------------------------|--|--|--|--|--|--|
| | Call out fee – after hours | | | | | | |
| | Travel – Rand/km | | | | | | |
| U. | WEAR AND TEAR | | | | | | |
| | BATTERIES | | | | | | |
| | BRAKE DRUMS AND LININGS | | | | | | |
| | CLUTCH PLATES, LININGS | | | | | | |
| | GLASSES | | | | | | |
| | HEAD LAMP GLASS | | | | | | |
| | WINDSHIELD WIPE BLADES | | | | | | |
| | MUD FLAPS | | | | | | |
| | SHOCK ABSORBERS AND RUBBER | | | | | | |
| | STEERING BARS AND ENDS | | | | | | |
| | UPHOLSTERY | | | | | | |
| | FUSES | | | | | | |

| | | | | | | | |
|------------------------------|-------------|--|--|--|--|--|--|
| | DRIVE BELTS | | | | | | |
| | BUSHINGS | | | | | | |
| | TYRES | | | | | | |
| | | | | | | | |
| TOTAL | | | | | | | |
| VAT | | | | | | | |
| TOTAL BID PRICE INCL. VAT | | | | | | | |

B. REPAIRS PRICE SCHEDULE
1. EARTH MOVING MACHINES

| NO | JOB | LABOUR | | | TOTAL LABOUR COST | HANDLING FEE % | DOWN TIME |
|----------|-------------------|--------|---------|----------|-------------------|----------------|-----------|
| | | SUPT | ARTISAN | LABOURER | | | |
| A | GRADER | | | | | | |
| | Cutting Edges | | | | | | |
| | Overlays | | | | | | |
| | Riper Tips | | | | | | |
| | Tyre Rod Ends | | | | | | |
| | Bland wear strips | | | | | | |
| | | | | | | | |
| B | TLB | | | | | | |
| | Fuel Pump | | | | | | |
| | Bucket rear tips | | | | | | |
| | Bucket back tips | | | | | | |
| | Rear Bucket | | | | | | |

TRUCKS

| | | | | | | | |
|------------------------------|-----------------|--|--|--|--|--|--|
| | | | | | | | |
| A | UD TIPPER TRUCK | | | | | | |
| | Drag Link | | | | | | |
| | Torching Link | | | | | | |
| | Clutch | | | | | | |
| | Steering Pump | | | | | | |
| | Drums | | | | | | |
| | | | | | | | |
| TOTAL | | | | | | | |
| VAT | | | | | | | |
| TOTAL BID PRICE INCL. VAT | | | | | | | |

TOTAL BID AMOUNT

| SERVICING OF SEDANS & VEHICLES UNDER 3 TON E.G. BAKKIES ETC, TRUCKS, TLB AND GRADERS. | | REPAIRS OF EARTH MOVING MACHINERY | | TOTAL BID AMOUNT |
|--|---|--|---|-------------------------|
| TOTAL | R | TOTAL | R | R |
| VAT | R | VAT | R | R |
| TOTAL INCL. VAT | R | TOTAL INCL. VAT | R | R |

Minimum requirements

| Project: Fleet maintenance and service contract | | |
|--|-------------------|------------------|
| <u>Essential Items for Assessment</u> | <u>Yes</u> | <u>No</u> |
| RMI certified/accredited (Submit proof) | | |
| Minor and major service stipulated | | |
| Warranty on panel beating and paintwork | | |
| After hours break down response | | |
| Emergency after hours tyre repairs | | |
| Qualified Artisans/Technicians (Submit proof on request) | | |
| Workshop/Facilities approved by GRDM | | |
| Proof of existence in the mechanical field | | |

General requirements

1. Collection and Delivery cost must be inclusive. (excluding towing cost)
2. Deliveries must be at the Hantam Municipality offices at address 20 Hoop Street, Calvinia, 8190.
3. VAT must be inclusive when applicable to tenderer.
4. Warranty period on workmanship must be stipulated.

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

| | |
|---------------------|--------------------|
| Name of Bidder..... | Bid Number..... |
| Closing Time | Closing Date |

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

| ITEM NO. | QUANTITY | DESCRIPTION | BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED) | |
|----------|----------|-------------|--|------------|
| | | | UNIT TARIFF | TOTAL COST |
| | | | | |
| | | | | |
| | | | | |

- Required by:
- At:
- Brand and Model
- Country of Origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- *Delivery: Firm/Not firm
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.
 ** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
 *Delete if not applicable

**FORM OF OFFER AND ACCEPTANCE
COMPULSORY TO COMPLETE**

TENDER NO: NC065/T03/2024: THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE MAINTENANCE, SERVICE AND REPAIRS OF HANTAM MUNICIPALITY FLEET VEHICLES FOR A PERIOD OF (3) THREE YEARS.

OFFER

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

TENDER NO: NC065/T03/2024: THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE MAINTENANCE, SERVICE AND REPAIRS OF HANTAM MUNICIPALITY FLEET VEHICLES FOR A PERIOD OF (3) THREE YEARS.

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

By the representative of the Tender Supplier, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Tender Supplier offers to perform all of the obligations and liabilities of the contractor under the contract, including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of tender identified in the tender data. AS PER PRICING SCHEDULE This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance, and returning one copy of this document to the tender supplier before the end of the period of validity stated in the tender data, whereupon the tender supplier becomes the party named as the contractor in the contract identified in the tender data.

Signature(s)

Name(s)

Capacity

Company Name

Address

.....

.....

ACCEPTANCE

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tender supplier receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tender supplier within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s)

Name(s)

Capacity

For the

Employer

.....

(Name and address of organization)

Date:

ANNEXURE A**FLEET OF HANTAM MUNICIPALITY**

| MAKE | SERIES | REG NR | VIN NR | ENGIN NR | JAAR MODEL |
|------------------------|-----------------|----------|------------------------|----------------|------------|
| NISSAN | CABSTAR | BRZ164NC | ADD553000000 01736 | FD46025577 | 2010 |
| NISSAN DIESEL | A898 | BYP781NC | ADDT66000000 08129 | FE6212128B | 2008 |
| NISSAN DIESEL | A898 | BYP783NC | ADDT66000000 08130 | FE6212126B | 2008 |
| NISSAN DIESEL | A899 | CJG410NC | ADDH03000000 05477 | FE6307165F | 2014 |
| UD TRUCK | GWE420 | CTM069NC | JPCYXX22A3JS8 06968 | GH8E473405A1P | 2018 |
| NISSAN | CABSTAR | BYP779NC | ADD552000000 02976 | FD46035712 | 2010 |
| NISSAN DIESEL | A898 | BKS346NC | ADNT53000000 01495 | FE6203374B | 2004 |
| NISSAN DIESEL | A520 | BRN726NC | ADDT54000000 02839 | FE6206209B | 2004 |
| NISSAN DIESEL | A898 | BYR134NC | ADDT66000000 08136 | FE6212155B | 2008 |
| NISSAN DIESEL | A899 | CJB607NC | ADDH03000000 05457 | FE6307175F | 2013 |
| DEZZI | DEZZI GRADER | BYN914NC | AEI108HB8DDM 1643 | U1408808 | 2008 |
| NISSAN DIESEL | A899 | CJF229NC | ADDH00000005 476 | FE6307167F | 2014 |
| NISSAN | CABSTAR | BTL770NC | ADD552000000 02158 | FD46027776 | 2008 |
| JCB | 3DX SUPER | CWY020NC | HAR3DXSUHJ16 09791 | H00193920 | 2020 |
| JOHN DEERE | 5303 | BYP050NC | PY5303E000643 | PY3029D177719 | 1995 |
| JOHN DEERE | 5303 | BYP051NC | PY5303E000642 | PY3029D177716 | 1995 |
| JOHN DEERE | 5303 | CCB739NC | PY5303E000746 | PY3029T152890 | 1995 |
| MASSEY FERGUSON | 440 SE | BDM156NC | 188354179HM | 248UA72049 | 2004 |
| FORD 3000 | 3000 | BJC351NC | AAPV03500702 41082 | D653516 | 1996 |
| FORD TRITON | 609 | BJC342NC | TSO4PA5199750 1898 | D018877 | 1996 |
| MASSEY FERGUSON | 4255 | BHW573NC | | 182178 | |
| LANDINI | SUPER SERIES | DBV951NC | TY3LN27061 | NM1382U361632H | 2023 |
| ISUZU | F SERIES | DCN473NC | ACVFTR347NN1 20253 | 6HK1268940 | 2023 |
| LAND CRUISER 70 4,2 | 70 4,2 | CBW841NC | JTELB71J507014 339 | 1HZ0357042 | 2008 |

| | | | | | |
|------------------------|---------------------|-----------|-----------------------|------------------|------|
| ISUZU 6500 | 6500 | BFW219NC | 410472 | MB03118SA043410S | 1997 |
| FIAT | TRACTOR 1991 | BLK933NC | 1039466 | 811476 | 1991 |
| NISSAN | A 450 | BJC3452NC | CPB14L09790N | SA078284X | 2002 |
| ISUZU | 250 KB | CKC828NC | ADMBRRARXC4 688556 | 4JA11E2473 | 2014 |
| NISSAN HARDBODY | 2,5 TDI | CLM279NC | ADNAPGD22ZR 067870 | YD25555516T | 2015 |
| NISSAN | NP200 1,6 | CMM774NC | ADNUSN1D5U0 056476 | K7MF710UH14642 | 2013 |
| MAHINDRA | PIKUP 2,2 MHAWK | CVY463NC | MA1RA2VK2L20 41233 | VKK4L13353 | 2019 |
| MAHINDRA | PIKUP 2,2 MHAWK | CVY462NC | MA1RA2VK2L20 41204 | VKK4L13315 | 2019 |
| MAHINDRA | PIKUP 2,2 MHAWK | CVY464NC | MA1RA2VK2L20 41252 | VKK4L13354 | 2019 |
| MAHINDRA | PIKUP 2,2 MHAWK | CVY466NC | MA1RA2VK2L20 37800 | VKK4L10881 | 2019 |
| CHEVROLET | SUBURBA N 6,5 | BJC336NC | 15107A9S42314 9TEA | K10080J423149 | 1999 |
| VOLKSWAGEN | VIVO 1,6 | CLR617NC | AAVZZZ6SZFU02 9636 | CLS413227 | 2015 |
| TOYOTA | ETIOS 1,50SPORT | CLX284NC | MBJM29BT8020 22560 | 2NRD077559 | 2015 |
| BMW X3 | XDRIVE 20D (G01) | CWD758NC | WBATX36040NC 59868 | 70805601 | 2020 |
| FORD RANGER | 2 ,0TDCI XLT | CWY018NC | AFAGXXMJ2GJ M07686 | PFKGJM07686 | 2020 |
| FORD RANGER | 2,0 TDCI XLT | CWY021NC | AFAGXXMJ2GJ M10748 | PF2KGM10748 | 2020 |
| INGERSOLL RAND | | BJC347NC | 125DRAF60187 9 | 656856 | |
| SCORPION TRAILERSX3 | | CWJ794NC | AA9R175UBLPL L2578 | | |
| WELFIT ODDY SLEEPWA | | BHW574NC | | | |
| SLEEPWA | | BJW636NC | | | |
| BUSAF SLEEPWA | | BJC334NC | | | |
| SLEEPWA | | BJC338NC | | | |
| JOK SMIT X3 | BOAT TRAILER | BYP052NC | | | |
| SLEEPWA TIPPER | | BWT378NC | | | |
| SLEEPWA TOEBAK X2 | | BDM088NC | | | |
| SLEEPWA | | BDM157NC | | | |
| SLEEPWA | | CDD749NC | AAPV03510205 51150 | | |

| | | | | | |
|-------------------------|--|----------|--|--|--|
| FLAT DECK TRAILER X4 | | BPT655NC | | | |
| SLEEPWA | | CCD508NC | | | |