



**DEPARTMENT OF WATER & SANITATION
REPUBLIC OF SOUTH AFRICA**

DUE AT 11:00am ON

(28 NOVEMBER 2019)

DWS11-1019 (WTE)

**NATIONAL CONTRACT FOR THE SUPPLY OF SPARE PARTS AND FOR THE
SERVICE AND REPAIR OF ALL COMPONENTS OF CONSTRUCTION EQUIPMENT
AND MOTOR VEHICLES FOR A PERIOD OF 36 MONTHS FOR CONSTRUCTION
(APPLICABLE TO ORIGINAL EQUIPMENT MANUFACTURES, AUTHORIZED
AGENTS AND FRANCHISED EQUIPMENT AND VEHICLE SUPPLIERS ONLY)**

SUBMIT BID DOCUMENTS TO:

**POSTAL ADDRESS:
DIRECTOR-GENERAL:
WATER AND SANITATION
PRIVATE BAG X313
PRETORIA, 0001**

OR

**TO BE DEPOSITED IN:
THE BID BOX AT THE ENTRANCE
OF ZWAMADAKA BUILDING
157 FRANCIS BAARD STREET
PRETORIA, 0001**

Compulsory Briefing Session

Date: 08 November 2019

Time: 10:00

Venue: Department of Water and Sanitation, 173 Francis Baard Street, G18 Emanzini, Pretoria

BIDDER: (Company address and stamp)

COMPILED BY: CONSTRUCTION EQUIPMENT SUPPORT

DEPARTMENT OF WATER AND SANITATION

DWS11-1019 (WTE)

NATIONAL CONTRACT FOR THE SUPPLY OF SPARE PARTS AND FOR THE SERVICE AND REPAIR OF ALL COMPONENTS OF CONSTRUCTION EQUIPMENT AND MOTOR VEHICLES FOR A PERIOD OF 36 MONTHS FOR CONSTRUCTION (APPLICABLE TO ORIGINAL EQUIPMENT MANUFACTURES, AUTHORIZED AGENTS AND F EQUIPMENT AND VEHICLE SUPPLIERS ONLY)

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INVITATION TO BID (SBD 1)

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SECTION 2: CONDITIONS OF CONTRACT

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PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)							
BID NUMBER:	DWS11-1019 (WTE)	CLOSING DATE:	28 NOVEMBER 2019	CLOSING TIME:	11:00am		
DESCRIPTION	NATIONAL CONTRACT FOR THE SUPPLY OF SPARE PARTS AND FOR THE SERVICE AND REPAIR OF ALL COMPONENTS OF CONSTRUCTION EQUIPMENT AND MOTOR VEHICLES FOR A PERIOD OF 36 MONTHS FOR CONSTRUCTION (APPLICABLE TO ORIGINAL EQUIPMENT MANUFACTURES, AUTHORIZED AGENTS AND F EQUIPMENT AND VEHICLE SUPPLIERS ONLY)						
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)							
THE BID BOX AT THE ENTRANCE							
OF ZWAMADAKA BUILDING, 157 FRANCIS BAARD STREET, PRETORIA, 0001							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON				CONTACT PERSON	Mr. K. Fortuin		
TELEPHONE NUMBER				TELEPHONE NUMBER	012 336 6868/082 6002155		
FACSIMILE NUMBER				FACSIMILE NUMBER	012 336 8713		
E-MAIL ADDRESS				E-MAIL ADDRESS	FortuinK@dws.gov.za		
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							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]		
	<input type="checkbox"/> Yes <input type="checkbox"/> No				<input type="checkbox"/> Yes <input type="checkbox"/> No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]							
ARE YOU THE ACCREDITED REPRESENTATIVE FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]		
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS							
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO		
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 BELOW.							

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 IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
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 VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

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DEPARTMENT OF WATER AND SANITATION

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1. INSTRUCTIONS TO BIDDERS

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1. Issuing of documents
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5. Signature on Bids
6. General Conditions of Contract
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11. Payments made under this contract
12. Evaluation Criteria
13. Rejection of bids
14. Results of bids

INSTRUCTIONS TO BIDDERS

1. ISSUING OF DOCUMENTS

- (a) A complete sets of bid documents are issued to a prospective Bidder. These documents are available from the DWS website and e-Tender portal.
- (b) Bidders must satisfy themselves that the document is complete and conform to the index of this document. Should any figures or writing be indistinct or should any pages be missing from this document or should this document or the drawing(s) contain any obvious errors, the Bidders must immediately notify the Department in order to have any discrepancy rectified or clarified before submitting his bid. Such clarification will be valid only if made by the Department by means of formal amendment as described hereunder prior to the date of submission of bids. The Department may issue amendments to clarify or modify the Bid Documents. A copy of each amendment will be issued to each bidder and shall be acknowledged on the form issued with the amendments. No claim whatsoever will be entertained for faults in the bid price resulting from the above-mentioned discrepancies.
- (c) No alterations, omissions or additions shall be made to this document, but should it be deemed necessary to do so, the Bidder is at liberty to qualify his bid.
- (d) All Bidders shall be deemed to have waived, renounced and abandoned any conditions printed or written upon any stationery used by them for the purpose of or in connection with the submission of bids which are in conflict with the conditions laid down in this document.
- (e) Each page of the completed document that will be submitted should be initialled by the Bidder at the bottom of the page.

2. QUERIES WITH RESPECT TO THIS BID

Queries of a specific technical nature may be discussed personally or telephonically with **K. Fortuin** Telephone **082 600 2155** or may be directed in writing to: The Director, Construction Management Support, Department of Water and Sanitation, Private Bag X 323, Pretoria, 0001

3. COMPLETION OF BIDS

- (a) The bid must be signed on the Invitation to Bid form (SBD 1) annexed hereto with all blanks in the bid and the appendix filled in.
- (b) All spaces in the bid forms and other annexures shall be completed in full.
- (c) **Section 3 in the bid document and the Pricing Schedule must be fully completed and priced out by the bidder. Failure to do so will deem your bid invalid.**
- (d) The bid documents shall not be separated in any way nor must any pages be detached from the original documents.

4. SUBMISSION OF BIDS

The Bid Document shall be completed, signed and submitted as follows:

- (a) The original Bid, together with a covering letter and supporting documents, shall be sealed in an envelope endorsed:

"ORIGINAL BID FOR DWS11-1019 (WTE) NATIONAL CONTRACT FOR THE SUPPLY OF SPARE PARTS AND FOR THE SERVICE AND REPAIR OF ALL COMPONENTS OF CONSTRUCTION EQUIPMENT AND MOTOR VEHICLES FOR A PERIOD OF 36 MONTHS FOR CONSTRUCTION (APPLICABLE TO ORIGINAL EQUIPMENT MANUFACTURES, AUTHORIZED AGENTS AND F EQUIPMENT AND VEHICLE SUPPLIERS ONLY)

and the name of the Bidder shall be clearly shown.

- (b) Bids sealed and endorsed as above, will be received by: The Supply Chain Management Office or may be deposit in the bid box at the entrance of the ZwaMadaka Building, 157 Francis Baard Street, Pretoria and not later than 11:00 on the date stipulated on the front cover of this document.

5. SIGNATURE ON BIDS

The Bid must be signed by a director of the company or a duly authorised person and proof of such authority must be submitted with the bid.

The successful bidder will be required to submit a "Letter from the manufacturer" confirming the supply arrangement within **14 days** after the approval of the bid. **Failure to do so will invalidate the Bid.**

If the bid is submitted by joint venture of more than one person and/or Companies and/or firms it shall be accompanied by the following:

- (a) The original or a notarial certified copy of the original document under which such joint venture was constituted which must define precisely inter alia the conditions under which the joint venture will function, its period of duration and the participation of the several constituent persons and/or companies and/or firms.
- (b) A certificate signed by or on behalf of each participating person and/or company and/or firm authorising the person who signed the bid to do so.

6. GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract, as attached shall be regarded as an integral part of the contract documents.

7. BIDDERS TO COMPLY WITH DOCUMENTS

Where applicable, Bidders must allow in their Bids for all labour, material, machinery and everything necessary for the execution and completion of the Contract in accordance with the bid documents. No alterations may be made in the Invitation to Bid, Schedule of Quantities or other documents and the bid will be deemed to comply entirely with the terms of the documents.

8. TELEGRAPHIC BIDS

No bid forwarded by telegram, telex, facsimile, e-mail or similar apparatus will be considered.

9. THE DEPARTMENTS RIGHT TO DECLINE ANY BID

The Department does not bind itself to accept the lowest or any bid.

10. DEPARTMENT NOT LIABLE FOR BIDDER'S EXPENSES

The Department will not be held liable for any expenses incurred in preparing and submitting bids.

11. PAYMENTS UNDER THE CONTRACT

All payments due to the Bidders in terms of the contract will be done by means of Electronic Fund Transfer.

12. EVALUATION CRITERIA

Bids will be evaluated in accordance with the new Preferential Procurement Regulations, 2017, using 80/20 preference points system as prescribed in the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000). The lowest acceptable bid will score 80 points for price and a maximum of 20 points will be awarded for attaining the Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution. Bids received will be evaluated in three (3) phases namely **Administrative Compliance, Technical Evaluation and Specification Compliance and Price and Preference Points Claimed.**

Phase 1

Administrative Compliance:

Bidders are required to submit and or complete the following documents which should form part of the bid submitted by closing date. Omission to complete and/or submit the listed documents will render your bid non responsive and the bid will not be considered for phase 2 of the evaluation.

Any bidder, who does not meet the requirements in this section, may be disqualified.

- (a) National Treasury's Central Supplier Database Registration Certificate. With effect from 1 April 2016, accounting officers and accounting authorities may not award in bid to a supplier not registered as a prospective supplier on the National Treasury's Central Supplier Database.(Recent Copy of Central Supplier Database (CSD) Detailed Report.)
- (b) Tax compliant with SARS. Will be verified by DWS on the CSD and SARS (e-filing) (refer to Instruction Note 2017/18- Tax Compliance status)
- (c) Completion, signing and inclusion of standard bidding documents (SBD1, SBD3.2, SBD4, SBD6.1, SBD8, and SBD9).
- (d) Active registration with CIPC/CIPRO.
- (e) Attendance of compulsory briefing session.

Phase 2

Technical Compliance:

All work performed in terms of this contract shall be carried out by fully qualified artisans. Failure to comply with this clause may constitute a breach of contract and could be considered as a default on the part of the contractor. Thus, bidders that passed phase 1 of the evaluation criteria, will be required to submit proof of qualifications and experience of all Artisans, Competent Persons and Skilled Workers, who will be performing work on this contract. Furthermore, the contractor needs to have a well equipped workshop, to ensure quality of work is not compromised. The process that will be followed the finalize the second phase of evaluation, will be as follow:

- (a) Trade Test Certificates issued by the relevant authorized for artisans employed by the bidder or proof of relevant qualifications required for certain repair categories to be attached as indicated or to be submitted within 5 days after receipt of official request.
- (b) 2) Workshops or premises must comply, as specified for the different repair categories. Workshops and premises will be inspected to ensure compliance with the requirements specified in the bid document.
- (c) 3) Proof of accreditation where indicated for certain repair categories to be attached as indicated or to be submitted within 5 days after receipt of official request.

Phase 3

Evaluation of Price and Preference Points Claimed:

During this phase, bid proposals that passed the phase 2 will be further evaluated based on the 80/20 preference points system in accordance with the PPPFA Act, where 80 points will be attained in respect of price and 20 points will be awarded to a bidder for attaining the B-BBEE Status Level of Contribution.

Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

Proof includes original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their price quotations, to substantiate their B-BBEE rating claims.

Bidders who qualify as EMEs or QSEs are only required to submit a sworn affidavit signed by the company representative and attested by a Commissioner of oaths, confirming its annual total revenue and level of Black ownership.

B-BBEE certificate must be a certified copy and it must be valid on or before the closing date of the invitation in order for a bidder to qualify for the points to be claimed.

The original Sworn Affidavit endorsed or signed off by the commissioner of oath must be the original document not a copy and it must be valid on or before the closing date of the invitation in order for a bidder to qualify for the points to be claimed.

In bids where there is Consortia/Joint Ventures, a consolidated valid B-BBEE certificate must be submitted.

NB: A Copy of certified copy of B-BBEE status level contributor certificate will not be accepted.

NB: A Copy of a sworn affidavit will not be accepted.

BIDDERS ARE REQUESTED NOT TO MAKE A COPY OF THE DOCUMENT WHICH HAS ALREADY BEEN CERTIFIED FOR TENDERING PURPOSES!!

13. REJECTION OF BID

Bids not complying with the above-mentioned requirements and specifications may be regarded as incomplete and may not be considered.

14. RESULTS OF BIDS

Results of non-acceptance of bids will be sent to individual unsuccessful bidders. Particulars of accepted bids are published weekly in the Government Tender Bulletin.



SBD 4 DECLARATION OF INTEREST

- 1 Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative _____

1.2 Identity Number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

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

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

1.5 Tax Reference Number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

1.6 VAT Registration Number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

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

"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

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

YES

NO

- 2.7.1 If so, furnish the following particulars:

Name of person/director/trustee shareholder/member:

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

Position occupied in the state institution:

Any other particulars:

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

YES

NO

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

YES

NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.)

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

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

YES

NO

2.8.1 If so, furnish particulars:

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

YES

NO

2.9.1 If so, furnish particulars

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

YES

NO

2.10.1 If so, furnish particulars.

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

YES

NO

2.11.1 If so, furnish particulars:

3 Full details of directors/trustees/members/shareholders

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

4 DECLARATION

I, THE UNDERSIGNED (NAME) _____

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

Signature

Date

Position

Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an

invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

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

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

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

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

- 8.1 Name of company/firm:.....
- 8.2 VAT registration number:.....
- 8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

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

[TICK APPLICABLE BOX]

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

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

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

fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

- (e) forward the matter for criminal prosecution.

WITNESSES

1.
2.

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

DATE:

ADDRESS

.....

.....

DEPARTMENT OF WATER AND SANITATION

INSTRUCTIONS TO BIDDERS: PURCHASES

1. The standard bidding forms should not be retyped or redrafted but photocopies may be prepared and used. Additional offers may be made of any item but only on a photocopy of the page in question or on other forms obtainable from the Head of Procurement: Department of Water and Sanitation, Private Bag X313, Pretoria, 0001, Attention: Supply Chain Management Office. Additional offers made in any other manner may be disregarded.
2. Should standard bid forms not be filled in by means of mechanical devices, for example typewriters, ink, preferably black, must be used to fill in bids.
3. Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted in regard to claims arising from the fact that pages are missing or duplicated.
4. Where items are specified in detail, the specifications form an integral part of the bid document and bidders shall indicate in the space provided whether the items offered are to specification or not.
5. In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words "as specified".
6. In cases where the items are not to specification, the deviations from the specifications shall be indicated.
7. The bid prices shall be given in the units shown.
8. With the exception of basic prices, where required, all prices shall be quoted in South African currency.
9. Delivery basis:
 - (a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of bid, shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station if the goods are required elsewhere.
 - (b) Notwithstanding the provisions of paragraph 9(a), bid prices for supplies in respect of which installation/erection/assembly is a requirement, shall include ALL costs on a basis of delivered on site as specified.
10. Unless specifically provided for in the bid document, no bids transmitted by telegram, telex, facsimile, e-mail or similar apparatus shall be considered.

ANNEXURE 7

11. Bids received after the closing date and time are late and will as a rule not be accepted for consideration.
12. Bids will be opened in public, that is, bidders or their representatives may be present. If requested by any bidder, the names of bidders and if practical the total amount of each bid and of any alternative bids, will be read aloud.
13. The period for which offers are to remain valid and binding is indicated in the bid documents and is calculated from the closing date on the understanding that offers are to remain in force and binding until the close of business on the last day of the period calculated and if this day falls on a Saturday, Sunday or public holiday, the bid is to remain valid and binding until the close of business on the following working day.
14. These conditions (ANNEXURE 7) form part of the bid and failure to comply therewith may invalidate a bid.
15. Bidders are requested to promote local content optimally. Bidders who use locally manufactured components, products, equipment and systems, must complete the Declaration Certificate for Local Production and Content Form (SBD 6.2), if attached.
16. After public opening of bids, information relating to the examination, clarification and evaluation of bids and recommendations concerning awards will not be disclosed to bidders or other persons not officially concerned with the process, until the successful bidder is notified of the award. The bid documentation of bidders is considered to be confidential and will under no circumstances be made available to other bidders or other persons.
17. If you are a supplier but not the actual manufacturer and will be sourcing the product(s) from another company, a letter from that company(ies)/supplier(s) confirming firm supply arrangement(s) in this regard, has to accompany your bid and failure to submit the document may invalidate your bid.
- 17.1 The said company/supplier must confirm that it has familiarised itself with the item description, specifications and bid conditions and if the bid consist of more than one item it should be clearly indicated in respect of which item(s) the supportive letter has been issued.
18. The financial standing of bidders and their ability to manufacture or to supply goods or to render a service may be examined before their bids are considered for acceptance.
19. The Department may, where a bid relates to more than one item, accept such bid in respect of any specific item or items and also accept part of the specified quantity of any specific item or items.
20. The Department is not obliged to accept any bid. The evaluation of a bid will be done in accordance with the Preferential Procurement Policy Framework Act, 2000 (Act no. 5 of 2000) and its regulations.

ANNEXURE 7

21. After approval of the bid, both parties must sign a written contract. The Contract Form must be filled in duplicate by both the successful bidder and the purchaser. Both Contract 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.
- 21.1 Failure of the successful bidder to sign the Contract Form in ink may result in the invalidation of their bid.

Special Conditions of Bid: Purchases
November 2011



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

This Standard Bidding Document must form part of all bids invited.

It serves as a declaration to be used by institutions 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.

The bid of any bidder may be disregarded if that bidder, or any of its directors have-

abused the institution's supply chain management system;
committed fraud or any other improper conduct in relation to such system; or
failed to perform on any previous contract.

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 audi alteram partem 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>	<input type="checkbox"/>	<input type="checkbox"/>
4.1.1	<p>If so, furnish particulars:</p> <hr/> <hr/>		
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>	<input type="checkbox"/>	<input type="checkbox"/>

4.2.1	If so, furnish particulars:		
	<hr/> <hr/>		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of 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:		
	<hr/> <hr/>		
4.4	Was any contract between the bidder and any 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"/>
4.4.1	If so, furnish particulars:		
	<hr/> <hr/>		

SBD 8

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) _____

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

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

Signature

Date

Position

Name of Bidder



CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) 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 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD 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 (SBD 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 Institution)

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

DEPARTMENT OF WATER AND SANITATION

DWS11-1019 (WTE)

NATIONAL CONTRACT FOR THE SUPPLY OF SPARE PARTS AND FOR THE SERVICE AND REPAIR OF ALL COMPONENTS OF CONSTRUCTION EQUIPMENT AND MOTOR VEHICLES FOR A PERIOD OF 36 MONTHS FOR CONSTRUCTION (APPLICABLE TO ORIGINAL EQUIPMENT MANUFACTURES, AUTHORIZED AGENTS AND F EQUIPMENT AND VEHICLE SUPPLIERS ONLY)

SECTION 2: CONDITIONS OF CONTRACT

CONTENTS

- A. GENERAL CONDITIONS OF CONTRACT
- B. CONDITIONS OF CONTRACT

CONDITIONS OF CONTRACT DWS11-1019 (WTE)

A. GENERAL CONDITIONS OF CONTRACT

The Contract shall be governed by: "General Conditions of Contract", which is attached to this bid document. The only variations from these General Conditions of Contract shall be given in the Conditions of Contract below.

B. CONDITIONS OF CONTRACT

This section must be completed in full. Failure to do so may invalidate your bid

1. PURPOSE OF BID

- 1.1 The purpose of this bid is to enter into contract with all franchised suppliers of vehicles and construction equipment which are owned by the **DEPARTMENT OF WATER AND SANITATION**. The contract shall include the supply of spares and service as further described for a period of 36 months.

Only suppliers of vehicles and equipment used by the Department are eligible to bid for this contract. Such suppliers shall have the full accreditation of the manufacturers of the vehicles and equipment. See also Clauses 4.8 and 4.9.

- 1.2 The following is a list of vehicles and equipment in use by the Department

BRAND	TYPE
ATLAS COPCO	AIR COMPRESSORS
INGERSOLL-RAND	AIR COMPRESSORS
IR/DOOSAN	AIR COMPRESSORS
IR/SPIRO	AIR COMPRESSORS
KAESER	AIR COMPRESSORS
PUTZMEISTER	CONCRETE CONVEYING SYSTEMS
ROTEC	CONCRETE CONVEYING SYSTEMS
BENFORD	CONCRETE MOBILE MIXERS
MERLO	CONCRETE MOBILE MIXERS
TURNER MORRIS	CONCRETE MOBILE MIXERS
AUSA	CONSTRUCTION EQUIPMENT
BELL	CONSTRUCTION EQUIPMENT
CAT	CONSTRUCTION EQUIPMENT
DESMOND	CONSTRUCTION EQUIPMENT
GALION	CONSTRUCTION EQUIPMENT
GRADEMASTER	CONSTRUCTION EQUIPMENT
HITACHI	CONSTRUCTION EQUIPMENT
HYUNDAI ROBEX	CONSTRUCTION EQUIPMENT
JCB	CONSTRUCTION EQUIPMENT
JOHN DEERE	CONSTRUCTION EQUIPMENT
KOMATSU	CONSTRUCTION EQUIPMENT
LIEBHERR	CONSTRUCTION EQUIPMENT
MITSUBISHI	CONSTRUCTION EQUIPMENT
NEW HOLLAND	CONSTRUCTION EQUIPMENT
SHANTUI	CONSTRUCTION EQUIPMENT
VOLVO	CONSTRUCTION EQUIPMENT
WACKER NEUSON	CONSTRUCTION EQUIPMENT
WINGET	CONSTRUCTION EQUIPMENT

BRAND	TYPE
WRIGHT	CONSTRUCTION EQUIPMENT
GROVE	CRANES MOBILE
HUDSON	CRANES MOBILE
KATO	CRANES MOBILE
TADANO	CRANES MOBILE
WABCO	CRANES MOBILE
LIEBHERR	CRANES TOWER
POTAIN TOWER	CRANES TOWER
BONFIGLIOLI	CRANES TRUCK MOUNTED
COPMA	CRANES TRUCK MOUNTED
HIAB	CRANES TRUCK MOUNTED
PALFINGER	CRANES TRUCK MOUNTED
DEUTZ	DIESEL ENGINES
LISTER	DIESEL ENGINES
PERKINS	DIESEL ENGINES
JAD SYTEMS	DYNAMETERS
ATLAS COPCO	GENERATORS
ENGINE APPLICATION	GENERATORS
LEROY	GENERATORS
MOSA	GENERATORS
POWERGEN	GENERATORS
SIEMENS	GENERATORS
SMIT POWER	GENERATORS
TAD	GENERATORS
VOLVO PENTA	GENERATORS
BOBCAT	HANDLING EQUIPMENT
MERLO	HANDLING EQUIPMENT
MONTABERT	HYDRAULIC HAMMERS
RAMMER	HYDRAULIC HAMMERS
CHEVROLET	LIGHT COMMERCIAL VEHICLES
CITROEN	LIGHT COMMERCIAL VEHICLES
FORD	LIGHT COMMERCIAL VEHICLES
MAHINDRA	LIGHT COMMERCIAL VEHICLES
MAZDA	LIGHT COMMERCIAL VEHICLES
MERCEDES BENZ	LIGHT COMMERCIAL VEHICLES
NISSAN	LIGHT COMMERCIAL VEHICLES
RENAULT	LIGHT COMMERCIAL VEHICLES
TOYOTA	LIGHT COMMERCIAL VEHICLES
VOLKSWAGEN	LIGHT COMMERCIAL VEHICLES
LIEBHERR	PLANT CONCRETE BATCHING
TSEKOURA	PLANT CONCRETE BATCHING
FINLAY TEREX	PLANT SCREENING DECKS
METSO SCREENING	PLANT SCREENING DECKS
ABS JUMBO	PUMPS
BRUBIN	PUMPS
FLYGT	PUMPS
GORMAN	PUMPS
KSB	PUMPS
WOMA HIGH PRESSURE	PUMPS
AMMANN	ROLLER COMPACTOR
BOMAG	ROLLER COMPACTOR
SEMISA	ROLLER COMPACTOR
AGRICO	TRACTORS
CASE	TRACTORS

BRAND	TYPE
LANDINI	TRACTORS
MASSEY FERGUSON	TRACTORS
NEW HOLLAND	TRACTORS
AFRIT	TRAILERS
HENDRED FRUEHAUF	TRAILERS
MARTIN	TRAILERS
PAYLOADER	TRAILERS
TRAILTECH	TRAILERS
TESMEC	TRENCHING EQUIPMENT
HINO	TRUCKS & BUSES
ISUZU	TRUCKS & BUSES
M.A.N	TRUCKS & BUSES
MERCEDES BENZ	TRUCKS & BUSES
SCANIA	TRUCKS & BUSES
TATA	TRUCKS & BUSES
UD TRUCKS	TRUCKS & BUSES

- 1.3 This contract will be divided into three repair categories, with each category having a set of requirements which need to be complied with for the potential contractor's bid to be successful

The categories are detailed as follows:

Category 1	<u>General & Major Repairs – (Vehicles (trucks, bakkies, buses, etc.))</u>
Category 2	<u>General & Major Repairs – (Construction Plant)</u>
Category 3	<u>General Repairs - Mobile</u>

Adjudication of this bid will be based upon compliance with the requirements and information supplied in the Annexures, and in particular, the discounts, surcharges and rates bid.

- 1.4 The contract shall also include the supply of all associated spares, parts, accessories and services as described, for a period of 36 months. Repair services, maintenance services and all associated spares, parts, accessories are required for preventative maintenance, routine maintenance, statutory testing, statutory inspection, overhauling, and repair of all departmental earthmoving equipment, construction equipment, construction plant, and road going vehicles.
- 1.5 The contract will cover the whole area of operations for the department, throughout the Republic of South Africa. Bidders will be appointed per centre, area or province. More than one bidder will be appointed per centre, area or province, as many as possible, as there are multiple brands of equipment and vehicles within the construction equipment fleet of the department, which needs to be covered by this contract. Bidders can and will also be appointed for more than one centre, area or province. Bidders must indicate in which area they are operating. The pricing schedule will contain a form where bidders can indicate this information. The following list indicates in which areas service providers are required:
- Gauteng: Pretoria, Johannesburg, Kempton Park, Boksburg, Benoni, Springs, Olifantsfontein, Midrand, Chloorkop
 - North-West Province: Hartbeespoort, Potchefstroom, Vryburg, Mahikeng, Klerksdorp
 - Limpopo: Tzaneen, Louis Trichardt, Polokwane
 - Mpumalanga: Standerton, Secunda, Groblersdal, Nelspruit, Amsterdam, Makhado, Ermelo, Emalahleni, Middelburg
 - KwaZulu-Natal: Durban, Pinetown, Richardsbay, Pietermaritzburg, Howick, Harrismith, Ladysmith, Kokstad, Port Shepstone
 - Northern-Cape: Jan Kempdorp, Hartswater, Kimberley, Kuruman, Kathu, Springbok
 - Free State Province: Bloemfontein, Welkom, Sasolburg, Kroonstad
 - Western-Cape: Cape Town, Paarl, Belville, Worcester, Clanwilliam, Vredendal, Langebaan, Saldanah Bay, Citrusdal, Malmesbury
 - Eastern Cape: Port Elizabeth, East London, Cradock, Queenstown, Mthatha

2. DIRECTIVES

This contract shall be governed by the directives as contained in the document entitled General Conditions of Contract accompanying this bid and by these Conditions of Contract. Special Conditions of Contract (SCC) referred to in GCC shall mean these Conditions of Contract.

Prospective bidders are required to acquaint themselves fully with the contents of this document as well as General Conditions of Contract before completing, signing and submitting the bid document, since it will form the basis of the agreement and will be binding once accepted by the Department.

3. DEFINITIONS

3.1 Words imparting the singular also include plural and the masculine includes the feminine and visa-versa where the contract requires it.

3.2 The word "days" denotes calendar days and the word "months" denotes calendar months.

3.3 The term "Contractor" shall mean the successful bidder to whom part of the bid or the entire bid has been awarded, but not, except with the written consent of the Department, any assignee of the contractor.

3.4 The term "State" shall mean any National Government Department or Department of any Provincial Administration.

3.5 The term "Department" shall mean the **DEPARTMENT OF WATER AND SANITATION**.

3.6 The term "General Conditions" or "GCC" shall mean the General Conditions of Contract issued by the Department (included with this document).

3.7 The term "supplier" shall mean the authorised person, firm or company who either manufactures, distributes or is an agent for any of the plant or items of equipment referred to in this contract.

3.8 The term "Contract" or "Contract Document" shall mean the entire contents of this document.

3.9 The term "Site" shall mean any Departmental site where the repair work or a portion of the repair work is conducted.

3.10 The "Parties" shall refer to both the contractor and the Department.

3.11 The term "Artisan" shall mean a person who has completed a Contract of Apprenticeship under the Apprenticeship Act, or a Contract of Apprenticeship recognised by the Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry, or a person who has passed a recognised trade test, or a person who is over 21 years of age and in possession of a certificate recognised or issued by the Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry or the Department of Manpower, enabling him to be employed as a journeyman (Artisan).

3.12 The term "equipment" shall mean all motor vehicles, earth moving and construction equipment in use in the Department.

4. SCOPE OF CONTRACT

4.1 All suppliers of motor vehicles and construction equipment who supply such items to the Department during the period of validity of this Contract are required to enter into this Contract. It is expected of all suppliers who previously supplied such items to the Department to also enter into this Contract.

4.2 Equipment covered by this contract shall include all of the equipment purchased by **Chief Directorate Construction, Construction Equipment Support**, for the purposes of construction and maintenance of its schemes in the R.S.A.

4.3 Any components, spare parts, and related service and repair work for the abovementioned equipment are included in the scope of this contract.

4.4 This Contract shall not apply to vehicles, equipment and components thereof that are covered by a warranty which is a condition of their supply contract, unless the service or supply in question is not covered by the conditions of such warranty.

- 4.5 Vehicles, equipment and components thereof which cannot be repaired economically in terms of this Contract will not be subject to the terms of the Contract.
- 4.6 All the annexures and amendments thereto and which are mutually agreed upon form part of this contract.
- 4.7 The Department reserves **the right to award this contract to more than one contractor** in order to effect services on the most economical and convenient basis. The right is also reserved to cancel the bid before any award has been made.
- 4.8 The entire agreement entered into between the contractor and the Department, will be equally binding on all the contractor's listed branches and nominated agents and he will be required to furnish them with full particulars of the contract. Details of branches and agents must be listed in Annexure B and bidders particulars and details of rights and franchises must be indicated in Annexure A.
- 4.9 The dealers, agents and franchises must be accredited fully by the relevant manufacturers and contractors as being such.
- 4.10 It will be a condition of contract that equipment will only be purchased from a supplier who **will** agree to enter into a contract with the State for the service and maintenance of the said equipment.
- 4.11 No estimate or guarantee can be given as to the volume of work and/or the value thereof that **will** be awarded to a contractor. Contractors shall not be entitled to receive orders only on the strength of being awarded any part of this contract.
- The Department reserves the right to:
- 4.12 Obtain any parts, undertake any service, repair or overhaul, or part thereof, itself where it has the necessary facilities at its disposal.
- 4.13 Use any available supplier of a spare part, service, repair or overhaul, without reference to the Contractor, where an emergency exists.
- 4.14 Use any available supplier who can supply parts, perform a service, repair or overhaul within an acceptable period and to its satisfaction in the event that the Contractor or his agents are unable to perform the desired service within a period which is considered as reasonable and acceptable.
- 4.15 Negotiate a Service Exchange scheme with the Contractor in order to expedite a repair or overhaul, provided that the charges will be according to the contracted rates and based on the actual cost of repairing the component. This Clause represents an alternative to the requirements of Clause 9.14.
- 4.16 Negotiate separate bids and contracts for the supply of certain services, spare parts, and repair, overhaul or exchange of components of a specialised nature, which are not normally undertaken by most contractors and which are generally treated as outwork.
- 4.16.1 The following is a representative list of such specialised services which may be reviewed at any time:
- Radiator repairs
 - Repair of electrical components such as alternators and starters
 - Repairs to turbochargers
 - Repair of fuel injection system components
 - Repair of clutch and braking systems and components
 - Repair of hydraulic systems and components
 - Machining operations
 - Repair of undercarriage components of tracked equipment
 - Panel beating and spray painting
 - Exhaust system repairs
 - Wheel alignment services
 - Replacement of windscreens and other glass
- 4.16.2 Where a Contractor, in terms of this Contract, is equipped to undertake any of the specialised services for which separate contracts have been arranged, the Department may elect to operate on either of the contracts to best advantage.

5. CANCELLATION OR TERMINATION OF THE CONTRACT AND THE RIGHTS AND LIABILITIES OF THE PARTIES

- 5.1 The Department may, by written notice to the contractor, at any time, give prior notice of its intention to abandon the services, in whole or in part, or terminate this contract.
- 5.2 The contract may be terminated by either party by giving three months written notice of intention of such termination.
- 5.3 The contract in respect of any particular Make or Brand of Product or Makes or Brand of Products awarded to a contractor may be cancelled by the Department at any time, and with immediate effect, should the contractor, after having been notified in writing by the Department to comply with the conditions of the contract, still fail to comply and/or delay execution of an order. In this connection, particular attention is invited to paragraph 21 of General Conditions .
- 5.4 If the franchise of equipment/vehicles is relinquished by the contractor during the period of the contract, the contract in respect of the equipment/vehicle concerned will lapse and the Department shall be advised of such change immediately.
- 5.5 If an unscheduled inspection by a representative committee, including experts from the Department, reveals that the contractor's premises and equipment do not measure up to the requirements as specified the contract may be terminated by the Department.
- 5.6 In the event of contract termination for any reason, Departmental software, documentation and test equipment, initially supplied to the contractor, shall be returned to the Department within 14 (fourteen) calendar days after the termination of the contract. Furthermore, the Department will retain first option for the purchase of the abovementioned items which may have been acquired by the contractor during the course of the contract.
- 5.7 Termination or cancellation of this contract, shall not prejudice or affect the accrued rights or claims and liabilities of either party to this contract.

6. UPDATING OF THE CONTRACT

- 6.1 The contractor shall notify the Department of the following:
 - 6.1.1 All requests for changes in the contracted rates/allowances.
 - 6.1.2 Any changes in or cancellation of manufacturing rights or franchises held by the contractor.
 - 6.1.3 Any changes in the listed branches or agencies which form part of the contract can only be made by prior approval by the Department under the same conditions embodied in the contract.

7. CONTRACTOR'S OWN SPECIAL CONDITIONS

- 7.1 Bidders who wish to give additional information or wish to impose their own special conditions, provisions or supplementary changes beyond the terms of this document shall fully motivate such deviations in writing in a covering letter and submit it with their applications. The Department reserves the right to accept or reject bids so qualified.

8. EXECUTION OF CONTRACT

- 8.1 The contractor shall appoint a representative who will liaise with Departmental sites regarding contract execution, including delivery dates, prices, enquiries, etc.
- 8.2 When a contractor is called upon by the Department to inspect an item of equipment with a view to determine whether a service, repair or overhaul is justified, the actual time taken for such an inspection is chargeable at applicable rates.
- 8.3 If an inspection necessitates the dismantling of the equipment either fully or in part, the prior written approval of the Department for the dismantling and reassembling, where necessary, is to be obtained by the contractor. The cost of dismantling and reassembling, if authorised by the Department, is chargeable at applicable rates, even in cases where the inspection discloses that repair/overhaul is not justified.
- 8.4 The Department will arrange for its representative to liaise with the contractor's authorised representative with regard to which parts are to be replaced.

- 8.5 On completion of an inspection the contractor shall furnish the Department within 2 days a recommendation and a detailed estimate of the cost of parts, assemblies and labour as well as the period required to complete the work which specifically indicates the quantity of work/parts to be sub-contracted, in order to enable the Department to reach a decision as to the further action to be taken.
- 8.6 The contractor shall pursue all possible routes to determine the cause of a failure during an inspection, include his findings and recommendations in the report and also indicate the work required to rectify the cause of failure in the estimated cost. The contractor shall also undertake to report on all indications of equipment abuse or incorrect application of equipment.
- 8.7 If the need for the replacement of extra parts is discovered at a later stage, but was not identified as such initially, the contractor shall submit to the Department for approval, an extra calculation of expenses before the job can be commenced.
- 8.8 The date on the official order will serve as commencement date of the work and in the case of major overhaul, where a fixed period for the completion of the work has been agreed to, the conditions relating to delayed execution, as contained in paragraph 21 of General Conditions shall apply.
- 8.9 The contractor shall provide only qualified artisans, suitably trained and experienced, to carry out the work as specified on the official order.
- 8.10 The Department will keep accurate and detailed records of the repair history of each item of equipment in order to facilitate monitoring of the contract.
- 8.11 The contractor shall have the necessary specialist tools at his disposal to service, repair or maintain the items for which the contract was concluded and when working on the Department's premises, the Department's tools shall not be mixed with those of the contractor.
- 8.12 The contractor shall have sufficient under roof shelter and facilities at his disposal to repair and store the equipment covered by this contract.
- 8.13 The contractor shall have the necessary financial support to execute the work, as prescribed in the relevant contract.
- 8.14 The contractor may execute the work on the following locations:
- 8.15 On his own premises.
- 8.16 In the field by making use of a mobile service unit or a sub-contractor.
- 8.17 On the Department's premises.
- 9. SUPPLY OF REPLACEMENT PARTS**
- 9.1 The contractor shall quote for the supply of replacement parts.
- 9.2 The contractor shall undertake to use only genuine proprietary replacement parts on any contract work, unless otherwise agreed to by the Department.
- 9.3 The Department may agree to the use of an acceptable substitute part/assembly in the event of a genuine proprietary part being unobtainable within a reasonable period, or if it is considered to be unreasonably costly.
- 9.4 Such a substitute part/assembly may, for example, be a second hand unit, a remanufactured unit or a specifically manufactured unit.
- 9.5 The price of such a substitute part/assembly shall be determined by negotiation between the Department and the contractor.
- 9.6 The contractor shall supply all replacement parts requested for a service, repair or overhaul. The Department may elect to supply parts from its own stock if agreed by both parties.
- 9.7 Where work is undertaken in the field, the contractor's servicemen shall carry with them an adequate supply of maintenance parts.
- 9.8 All of the replaced parts are to be returned by the contractor upon delivery of the repaired equipment/vehicle unless otherwise instructed.

- 9.9 Only itemised parts, with a part number indicated, such as bolts, nuts etc. will be chargeable.
- 9.10 Where a contractor does make use of replacement parts from his own stock during a service, repair or overhaul, such parts shall be charged at the current retail list price, minus the percentage discount according to this contract which shall remain firm for the contract period.
- 9.11 Where parts are used in a service, repair or overhaul, which are not normally supplied by the contractor, but are purchased out by him, they are to be charged at nett cost plus the contracted handling charge according to this contract which shall remain firm for the contract period.
- 9.12 All of the spare parts which had to be purchased out must be shown separately on the invoices.
- 9.13 All parts, supplied in terms of this contract, shall be guaranteed by the contractor in accordance with the provisions of paragraph 28 of General Conditions.
- 9.14 Where a contractor offers a service exchange scheme for engines, transmissions, differentials, etc. or complete machines, the Department may make use of this scheme subject to the terms and conditions specified elsewhere in this document and particularly subject to the requirements of this clause.

A fixed charge and delivery for the service exchange items shall be quoted in writing by contractors.

There shall be no subsequent deviation from or increase in this fixed charge unless the following damage is discovered when the original item exchanged by the Department is stripped down:

- Engine block crack(s)
- Crankshaft worn beyond grinding limits
- Cylinder head crack(s)
- Housing crack(s)

Where such damage is discovered, prices shall be quoted for exchange components to replace the damaged items or quotes for new items as required or preferred shall be supplied to the Department.

10. WARRANTY ACTIONS

- 10.1 The contractor shall guarantee that all work, executed by him or his sub-contractor and any defect discovered after completion of the work which can be traced to defective spare parts (if supplied by the contractor), or to faulty workmanship on the part of the contractor or his employees, shall be rectified by the contractor without further expense to the Department. Travelling and accommodation costs shall be for the contractor's account in such instances. The contractor shall furthermore be liable for any damage, including third party claims, which might arise out of or be caused by such defect or faulty workmanship, irrespective of when such defect or faulty workmanship is discovered. In this connection the bidder's attention is invited to paragraph 15.2 of General Conditions which will be a minimum requirement.
- 10.2 The Department will ensure that the equipment is operated and maintained in accordance with the manufacturer's instructions, as amended from time to time.
- 10.3 All parts/assemblies and materials, fitted by the contractor, shall carry an equal warranty as per paragraph 10.1, subject to the following:
- 10.3.1 The warranty of all substitute parts/assemblies, fitted by the contractor, by agreement with the Department, shall be subject to negotiation between the parties.
- 10.4 The warranty will not cover fair wear and tear, abuse of equipment, vandalism, sabotage or failures caused by neglect or failure to execute prescribed preventive maintenance and service procedures.

11. QUALITY MANAGEMENT

- 11.1 The contractor shall establish and maintain a quality control system which system will preferably be in accordance with the requirements specified in SABS ISO 9002 or the revised equivalent thereof.
- 11.2 The contractor shall be responsible for the adequacy of all supporting resources, facilities and quality control measures, employed to ensure that the inherent performance, quality and reliability characteristics of supported equipment are maintained and progressively improved upon. Quality aspects shall receive special attention, include the following:

- 11.2.1 Training and certification of support personnel (if needed).
- 11.2.2 Accuracy of failure reporting and test diagnosis.
- 11.2.3 Repair standards, facilities and workmanship.
- 11.2.4 Support data capture, analysis and corrective actions based on Departmental procedures.
- 11.2.5 Hardware and software configuration control, status accounting and concession procedures where and when applicable.
- 11.2.6 Selection and control of sub-contractors who will be assessed by the evaluation committee.
- 11.2.7 Storage, handling and packaging instructions.
- 11.3 The Evaluation Committee shall, at all reasonable times, have access to the logistic operational areas or relevant sections of the place or places where work is performed by the contractor or his sub-contractors, for the purpose of the system, process or product audits. To fulfil the requirements of the contract the contractor or sub-contractor shall provide the necessary assistance to enable the completion of the audit with minimum disruption.

12. SPARES PRICES

The contractor shall provide spare parts price lists on request. Firm prices for the duration of the contract are preferred. If prices are not firm, increases shall be substantiated in accordance with the General Conditions.

Price adjustments will only be allowed at 6 monthly intervals.

Bidders shall indicate on Form SBD3.2, whether their prices are firm or not.

13. VALUE ADDED TAX

13.1 TARIFFS MUST BE NETT AND INCLUSIVE OF VALUE ADDED TAX.

13.2 Is your firm registered in terms of articles 23(1) and 23(3) of the Act on Value Added Tax, 1991 (Act 89 of 1991)? ***YES/NO**

13.3 If so, quote your VAT registration number

***Delete that which is not applicable.**

14. HOURLY LABOUR RATES

14.1 **ALL CONTRACTED LABOUR RATES AND OTHER CHARGES SHALL BE INCLUSIVE OF VALUE ADDED TAX.**

14.2 The contractor's hourly labour rates for all work performed, shall be comprehensive and, with the exclusion of travelling and subsistence expenses, shall cover all labour related as well as overhead costs, both direct and indirect, for example:

- 14.2.1 Labour - direct (artisans wages)
- 14.2.2 Labour - indirect (salaries, benefits, labourers)
- 14.2.3 Overheads - direct (welding rods, cleaning materials)

14.3 All of the contracted rates/allowances for labour, travelling, subsistence, etc. are maximum rates and nothing in this contract precludes a contractor, branch or agency from charging a lower rate for a specific task, if it is in his interest to do so.

14.4 Adjustment of labour rates

14.4.1 Are rates/tariffs firm for the duration of the contract? ***YES/NO**
Note that firm rates may receive preference.

***Delete that which is not applicable**

- 14.4.2 All of the approved rates/tariffs and allowances, shall be firm for a period of at least six months.
- 14.4.3 All surcharges and discounts shall be firm for the duration of the contract period.
- 14.4.4 A price estimate for a service, repair or overhaul, prepared at a specific labour rate prior to a change in rates will not be binding on any party, unless acceptance has taken place by way of an official order before the changed rate becomes effective.
- 14.4.5 Once a contractor is entitled to an adjustment in rates/tariffs, such adjustments shall be subject to paragraph 17 of General Conditions.
- 14.4.6 Contractors shall submit their applications for rate/tariff adjustments timeously to enable the Department to notify schemes and sites per amendment to the contract of the new rates/tariffs applicable and the dates from when they will have effect.
- 14.4.7 All applications for rate/tariff adjustments shall be submitted within 30 days of the elapse of each six months of the contract period.
- 14.4.8 Execution of orders shall under no circumstances be delayed in view of an expected notification of a price/tariff adjustment.
- 14.4.9 The following formula may be used for the calculation of adjustment in the comprehensive labour rates based on S.E.I.F.S.A. indices. (Note that 15% of the rate shall not be subject to adjustment). Thus sub-clause does not apply if rates are firm.

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} \right) + VPt$$

Where

Pa = The adjusted labour rate

V = The fixed portion of the labour rate which shall not be less than 0,15

Pt = Original labour rate accepted at the beginning of the contract

D1 = Fraction of rate representing direct and indirect labour only

D2 = Fraction of rate representing other cost components

Note: D1 + D2 must = 1

R1 = SEIFSA Table C-3 (a) Actual labour cost: All hourly paid employees

R2 = SEIFSA Table D1 Consumer Price Index: All income groups (VAT included)

Suffix o = Denotes the original indices which were in force two months before the bid closed.

Suffix t = Denotes the indices which will be in force on the date from when the adjusted price/tariff is required.

15. TRAVELLING ALLOWANCES

- 15.1 Travelling allowances per kilometre shall be quoted for a number of vehicle categories as indicated in the bid document. The travelling allowances for each vehicle category shall be standard for all areas in a Province of the RSA. Note that firm rates may receive preference. Travelling allowances shall include the labour cost which shall also be indicated separately in Annexure D.
- 15.2 Applications for travelling allowances adjustments may be submitted every six months and the following formula, based on the SEIFSA indices, shall be used. AA rates may also be used.
- 15.3 The following formula may be used for the calculation of adjustments in the travelling allowance rates based on Seifsa indices. It must be noted that 15% of the rate shall not be subject to adjustment. This sub-clause does not apply if rates are firm.

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} \right) + VPt$$

Where

Pa = The adjusted labour rate

V = The fixed portion of the labour rate which shall not be less than 0,15

Pt = Original travelling allowance rate accepted at the beginning of the contract

D1 = Fraction of rate representing labour only

D2 = Fraction of rate representing road freight costs

Note: D1 + D2 must = 1

R1 = SEIFSA Table C-3 (a) Actual labour cost: All hourly paid employees

R2 = SEIFSA Table L Road Freight Cost (VAT included)

Suffix o = Denotes the original indices which were in force two months before the bid closed.

Suffix t = Denotes the indices which will be in force on the date from when the adjusted price/tariff is required.

16. SUBSISTENCE ALLOWANCE

16.1 Subsistence allowance shall cover the total cost of overnight accommodation for staff employed in performing service on Departmental rites.

16.2 Prior Departmental approval shall be obtained before any charge is made for overnight accommodation.

16.3 Tariffs for subsistence allowance should remain firm for the duration of the contract. Tariff increases will only be considered if acceptable submissions are made with this bid offer. Submissions shall indicate the intended method for tariff increase calculations.

17. OVERTIME

17.1 Overtime shall only be undertaken by written agreement between the Department and the contractor. When doing tasks on Departmental premises, the contractor shall adhere to the Department's working hours.

18. WORK DONE BY SUB-CONTRACTORS

18.1 Work done by sub-contractors on instruction of the contractor shall be charged at a nett cost to the contractor after all discounts and allowances have been taken into account, plus a percentage surcharge. The surcharge shall be indicated by the bidder in Annexure D and shall remain firm during the contract period.

18.2 The contractor shall submit certified copies of the sub-contractor's invoices in support of any such charges/claims if so required by the Department.

19. INVOICING

19.1 Separate invoices shall be submitted by the contractor in respect of each machine or component repaired immediately on completion of the service or repair and in accordance with the orders received.

19.2 Invoices shall be detailed and reflect the relevant charges in terms of this contract.

20. BIDDERS TO CHECK

20.1 The bidder is required to check the number of consecutively numbered pages and should any be found to be missing or in duplicate, or the text or figures indistinct, or should there be any doubt or obscurity as to the meaning of any part of this document which forms the contract agreement document, the bidder must ascertain the true figure, meaning or intent of the same prior to the submission of his bid, as no claims arising from any incorrect interpretation will be considered.

21. LATE PAYMENT

- 21.1 While every effort will be made by the Department to pay invoices as early as possible, contractors shall allow a thirty (30) day period for the payment of their invoices.

22. PROVISION OF EXPERT TECHNICAL ADVICE AND SKILL

- 22.1 The contractor shall provide all of the expert technical advice and skills which are normally required for the class of services for which he is engaged.
- 22.2 Where specialist technical advice or assistance is required, beyond that provided under the scope of services in this contract, the contractor may, with the prior written agreement of the Department, arrange for the provision of such services for which the Department shall pay.
- 22.3 However, the contractor shall retain full and unseverable responsibility for all the services which he is committed to render under this contract.
- 22.4 All work performed in terms of this contract shall be carried out by fully qualified artisans. Failure to comply with this clause may constitute a breach of contract and could be considered as a default on the part of the contractor.

23. OWNERSHIP OF EQUIPMENT, MATERIALS, SUPPLIES AND FACILITIES

- 23.1 Equipment, material, supplies and facilities furnished to the contractor by the Department or purchased by the contractor with funds wholly supplied or reimbursed by the Department, shall be the property of the Department and shall, where required, be so marked.
- 23.2 Upon completion or termination of the services, the contractor shall furnish to the Department inventories of the equipment and materials referred to above. The contractor shall then dispose of same as directed by the Department.

24. INDEMNITY BY CONTRACTOR

- 24.1 The contractor hereby indemnifies the State against all losses and claims for injuries or damage to any person or property whatsoever which may arise out of or in consequence of the repairs and spare parts to be provided and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The indemnity shall be for the minimum amount and on the conditions as specified in the bid, provided always that nothing herein contained, shall be deemed to render the contractor liable for or in respect of or to indemnify the State against any compensation or damages for or with respect to injuries or damage to persons or property resulting from any act or neglect done or committed during the currency of the contract by the State, its agents, servants or other contractors (not being employed by the contractor) or for or in respect of any claims, demands, proceedings, damages, costs, charges and expenses in respect hereof or in relation thereto.
- 24.2 The State shall hold harmless and indemnify the contractor from and against all claims, demands, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the proviso of this clause.
- 24.3 Where a third party claim has been made against either the State or the contractor or both consequent upon the death of or bodily injury to or illness of any person or loss or damage of any property arising out of work performed by the contractor on the Department's vehicles, then, regardless of who was operating or in control of the plant or equipment at the time of the incident giving rise to the claim:
- 24.3.1 The Department will not be liable for any loss, of whatsoever nature suffered, by the contractor as a result thereof; and
- 24.3.2 The contractor, on signing the bid form, shall be deemed to have indemnified the State and shall keep the State indemnified and hold it harmless against any loss or damage in respect of all such claims proceedings, damages, costs and expenses.
- 24.3.3 The Department will not be held responsible for any injury to, ailment of or death of any employee of the contractor while on the premises of the State, therefore the contractor has to furnish the Department with a certificate of indemnity in this respect.

25. ACCIDENT OR INJURY TO WORKMEN

25.1 The State will not be liable for, or in respect of, any loss of or damages, or compensation payable at Law in respect of, or in consequence of any accident or injury to any workman or other person in the employment of the contractor, or any sub-contractor, save and except, an accident or injury resulting from any act or default of the Department or its agents or servants and the contractor shall indemnify, and keep indemnified, the State against all such damages and compensation (save and except as aforesaid) and against all claims, demands, proceedings, costs, charges and expenses, whatsoever, in respect thereof or in relation thereto.

25.2 The contractor shall insure against such liability with an insurer, approved by the State, and shall continue such insurance during the whole of the time that any persons are employed by him for the services, provided always that in respect of any persons, employed by any sub-contractor, the contractor's obligation to insure, as aforesaid, under this sub-clause, shall be satisfied if the sub-contractor shall have insured against the liability in respect of such persons in such manner that the State is indemnified under the policy, but the contractor shall require such sub-contractor to produce to the Department when required, such policy of insurance and the receipt for payment of the current premium.

25.3 DEPARTMENT AND PUBLIC LIABILITY INSURANCE

Unless notice to the contrary is given in writing by the Department, the contractor, on being requested to perform work on any equipment unit belonging to the Department, shall effect the Department's liability insurance and public liability insurance to insure the joint interests of the Department and the contractor against any claims arising out of the repair and/or maintenance work, performed on such equipment unit, whatsoever. Such insurance shall be effected with an approved insurer and in terms approved by the Department.

25.4 INSURANCE AND SECURITY OF STATE PROPERTY

25.4.1 The contractor shall be liable for the loss of or damage to all State property in the contractor's custody, including spares and equipment, due to any cause whatsoever including loss and damage caused by theft or damage by fire. The contractor shall immediately advise the Department in writing of any such damage or loss with a report on the steps that he proposes to take to rectify such damage, which will be subject to approval by the Department.

25.4.2 All the notices displayed by the contractor in connection with the indemnification of the contractor regarding loss or damage, whatsoever, will not apply to any of the State's vehicles or equipment kept on the contractor's premises or in his possession.

25.4.3 The contractor shall notify the S.A. Police of all cases of loss due to theft or other criminal action and a copy of the report to the Police shall be submitted to the Department as soon as possible and not later than 24 (twenty four) hours after such theft or criminal offence was discovered. The contractor shall be covered by an all risk insurance policy to be approved by the Department in respect of each equipment unit delivered to his workshop, against damage of whatever nature including loss by fire or theft, equal to the replacement value of all State property, and will keep it covered until it is received as serviceable by the Department. A copy of the insurance policy shall be furnished to the Department within 30 (thirty) days after awarding the bid. Proof of renewal of such policy shall be submitted within 7 (seven) days prior to expiry of such policy. Should the contractor fail to pay any premium due under such policy or fail to take out such policy or to renew such policy on expiry, the Department may deduct any amounts so paid from moneys due by the Department, to the contractor.

25.4.4 The contractor shall satisfy the Department that every workshop, used by the contractor, adequately provides for comprehensive insurance regarding State property whilst in the possession of the contractor. The contractor shall obtain written evidence from such workshops that State property is covered by insurance and shall remain as such until he is advised to the contrary in writing.

25.4.5 The contractor shall ensure that where his personnel are required to drive State owned vehicles, they are in possession of valid drivers' licences equivalent to those which are required for firstly, the category of the vehicle and secondly, the Department.

26. REMEDY ON THE CONTRACTOR'S FAILURE TO INSURE

26.1 If the contractor fails to effect and keep in force any of the insurance referred to in the above clauses hereof or any other insurance which he may be required to effect in terms of the contract, then and in any such case the Department may effect and keep in force such insurance and pay such premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Department, as aforesaid, from any monies due, or which may become due to the contractor, or recover the same as a debt due from the contractor.

26.2 The contractor shall, when requested to do so, produce to the Department the policies of insurance, as required under the contract, and receipts for the payment of current premiums.

27. OBLIGATIONS OF THE DEPARTMENT

27.1 FURNISH DATA AND INFORMATION

27.1.1 The Department will furnish, without charges, and within a reasonable period of time, all pertinent data and information available to it and shall give such assistance as will reasonably be required by the contractor for carrying out his duties under this contract.

27.1.2 The contractor shall ensure that all relevant documentation for the capturing of management information concerning maintenance done, is completed according to prescribed specifications of the Department.

27.2 AID TO THE CONTRACTOR

27.2.2 The Department will facilitate the timely granting to the contractor, and any of his personnel, in respect of the area where the work is to be carried out of:

27.2.2.1 any necessary permits and licences for performing the work;

27.2.2.2 unobstructed access to all sites and locations involved in carrying out the work;

27.2.2.3 the contractor is fully responsible for the administration of his employees regarding vocational leave, sick leave, rotation of personnel, salaries etc.; and

27.2.2.4 the contractor is responsible for arranging transport for his own employees at own cost to and from the premises of the Department.

28. DELAY IN OBTAINING EQUIPMENT, MATERIALS, SUPPLIES AND FACILITIES FROM THE DEPARTMENT

28.1 In the event that the contractor is delayed in obtaining the equipment, materials, supplies and/or facilities set forth in the bid document he shall notify the Department in writing of such delay.

29. SETTLEMENT OF DISPUTES

29.1 Any dispute or difference arising out of this contract, which cannot be solved by the parties themselves, shall be dealt with in accordance with paragraph 27 of General Conditions.

30. FAILURE REPORTS

The following reports shall be provided when a failure is investigated:

30.1 FAILURES:

30.1.1 Description of failure.

30.1.2 Confirmation of failure.

30.1.3 Cause of failure.

30.1.4 Effect of failure.

30.1.5 Repair action recommended.

30.1.6 Cost of spares and labour required.

31. PROVISION OF SERVICE

31.1 Servicing Guidelines

31.1.1 The equipment to be serviced/repaired shall be serviced/repaired strictly in accordance with the manufacturer's specifications as amended from time to time and such amendments as are in force at the date of service.

- 31.1.2 When repairs to equipment or components become necessary, the contractor, on receiving a statement of work from the Department requesting such service will prepare a job schedule with details of work to be done, and the estimated man-hours and materials required where possible, in respect of each phase of the repairs. If the Departmental representative considers this to be acceptable, he will sign the job card as authority for the job to commence.
- 31.1.3 The total man-hours charged for the repair or service of equipment shall be in accordance with the MIF tables as applicable.
- 31.1.4 Any additional work or any variation of the man-hours required which may become necessary as the job progresses shall also be entered on the job card by the contractor and signed by the Departmental representative if considered acceptable by him. No repairs will be done and paid for unless specifically authorized in this manner by the Departmental representative.
- 31.1.5 Each equipment unit shall have a separate job number and job card. The Departmental representative and the contractor will use their discretion in respect of the abovementioned estimated man-hours required to complete any additional work required.
- 31.1.6 The Department, as far as possible, will make available at all times during the contractor's normal working hours, a senior technical representative to negotiate and approve of the man-hour requirements for additional work required, as provided for above.

32. OPERATIONAL TESTS

- 32.1 On completion of the service/repair of the equipment and when deemed necessary, an operational test shall be executed by the contractor where applicable.

33. HAND OVER ON COMPLETION OF SERVICING

- 33.1 On completion of the servicing, to the satisfaction the Departmental representative, the contractor shall surrender the equipment to the Departmental representative and hand him the relevant documents.

34. LIMITATION OF PAYMENTS TO CONTRACTOR

- 34.1 The contractor shall not be entitled to be paid for any charge other than labour, materials (excluding cleaning materials) subsistence and transport (where applicable) as provided for under this contract.
- 34.2 Consumables will only be paid for if they have been duly specified.

35. SITE WORK

- 35.1 The contractor will frequently be required, should circumstances so demand, to service/repair/overhaul equipment at various sites indicated by the Department.
- 35.2 The official in charge of the workshop concerned shall have functional control over the personnel of the contractor regarding the tasks to be done, and in which priority, on the premises of the Department. The contractor shall control his personnel on the premises of the Department.
- 35.3 The official in charge of the workshop concerned is to ensure that the contractor's personnel do their tasks within normal working hours laid down by the Department concerned. Should it be required to work outside normal working hours, the official in charge of the workshop is the only person to grant the authority to the contractor to do work outside normal working hours.
- 35.4 The official in charge of the workshop concerned is responsible for the written work instruction to the contractor to enable the contractor to commence with a task. This includes the placing of Departmental orders, order administration and capturing of maintenance related data for management information.
- 35.5 The Department will make the necessary floor space available to the contractor and ensure that it is safe in terms of the Occupational Health and Safety Act as amended.
- 35.6 The contractor's personnel will be allowed to use the rest rooms of the workshops on the Department's premises and no additional rest rooms will be made available to the contractor's personnel.
- 35.7 Electricity will be made available to the contractor on the Department's premises to enable him to do the work as instructed. Only tasks as instructed may be done on the premises of the Department.
- 35.8 The contractor will be allowed to use existing cleaning facilities and wash bays of the workshops on the Department's premises. If required, the contractor will be allowed to provide his own cleaning apparatus.

- 35.9 In the case of the contractor not having special tools and/or equipment available on the Department's premises, the contractor's personnel may be allowed to use those belonging to the Department. Under no circumstances will it be allowed that the Department's tools are mixed with those of the contractor. Tools provided to the contractor will be issued to the contractor for the duration of the task. Once the task is finalised, the tools are to be returned, with any shortfalls paid in full by the contractor.

36. AVAILABILITY OF DEPARTMENTAL REPRESENTATIVE

- 36.1 The Department will, at its discretion, have one or more representatives available during the servicing/repair/overhaul of equipment during normal working hours.

37. WORKSHOP FACILITIES

- 37.1 In order to render the service adequately and efficiently the following facilities shall be provided by the contractor, in cases where the Department considers it necessary.
- 37.2 Adequately fitted out and suitable workshop buildings complete with all necessary equipment as approved by the manufacturer of the equipment unit.
- 37.3 A sufficient number of qualified artisans in the various trades required to complete the tasks. The Department retains the right to test the competency of any artisan on the specific task allotted to him, and to inspect the serviceability of all relevant equipment.

38. TRAINING

All contractors participating in this contract shall provide, on request, structured training courses in the use, maintenance, repair and overhaul of any machine or component covered by this Contract.

Training programmes shall be supplied on request. Training may take place on the contractor's premises or on a site to be nominated by the Department.

The cost of training, where applicable shall be stated in the training programmes.

39. PERIOD

This contract will be valid for a period of 36 months commencing on the date of the Letter of Acceptance.

40. ANNEXURES

This document is accompanied by Annexures A, B, and C. All of these shall be completed in detail and submitted with bids.

FAILURE TO COMPLETE THE SUMMARY OF THE PRICING SCHEDULE WILL INVALIDATE BID.

41. PREFERENCE

Standard Bidding Form SBD 6.1 will apply. A maximum of 10 points will be awarded for equity ownership by HDI's. A valid accredited B-BBEE Status Level Verification Certificate must be submitted with the bid document in order to claim points.



NATIONAL TREASURY
REPUBLIC OF SOUTH AFRICA

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

July 2010

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NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and**
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.**

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- **The General Conditions of Contract will form part of all bid Documents and may not be amended.**
- **Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.**

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General Conditions of Contract

1 Definitions

1 The following terms shall be interpreted as indicated:

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

- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2 Application

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

3 General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4	Standards	4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
5	Use of contract documents and information; inspection.	5.1	The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
		5.2	The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause
		5.1	except for purposes of performing the contract.
		5.3	Any document, other than the contract itself mentioned in GCC clause
		5.1	shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
		5.4	The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
6	Patent rights	6.1	The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
7	Performance security	7.1	Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
		7.2	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
		7.3	The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
		(a)	a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
		(b)	a cashier's or certified cheque
		7.4	The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8 Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9 Packing

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

- 10 Delivery and documents**
- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.
- 11 Insurance**
- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
- 12 Transportation**
- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
- 13 Incidental services**
- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14 Spare parts**
- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15 Warranty

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

16 Payment

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

17 Prices

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

18 Contract amendments

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

19 Assignment

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

- 20 Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21 Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause
- 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22 Penalties**
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

- 23 Termination for default**
- 23.1** The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2** In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3** Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4** If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 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 intended penalty as not objected against and may impose it on the supplier.
- 23.5** Any restriction imposed on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer/Authority actively associated.
- 23.6** These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7** If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24 Anti-dumping and countervailing duties and rights	<p>24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.</p>
25 Force Majeure	<p>25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.</p> <p>25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.</p>
26 Termination for insolvency	<p>26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.</p>
27 Settlement of Disputes	<p>27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.</p> <p>27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p>

	27.5	Notwithstanding any reference to mediation and/or court proceedings herein,
	(a)	the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
	(b)	the purchaser shall pay the supplier any monies due the supplier.
28	Limitation of liability	<p>28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and</p> <p>(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p>
29	Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30	Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31	Notices	<p>31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice</p> <p>31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.</p>
32	Taxes and duties	<p>32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>

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| 33 National Industrial Participation (NIP) Programme | 33.1 | The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation. |
| 34 Prohibition of Restrictive practices | 34.1 | In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is/ are or a contractor(s) was/were involved in collusive bidding (or bid rigging). |
| | 34.2 | If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998. |
| | 34.3 | Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor(s) concerned. |

Js General Conditions of Contract (revised July 2010)

DEPARTMENT OF WATER AND SANITATION

DWS11-1019 (WTE)

NATIONAL CONTRACT FOR THE SUPPLY OF SPARE PARTS AND FOR THE SERVICE AND REPAIR OF ALL COMPONENTS OF CONSTRUCTION EQUIPMENT AND MOTOR VEHICLES FOR A PERIOD OF 36 MONTHS FOR CONSTRUCTION (APPLICABLE TO ORIGINAL EQUIPMENT MANUFACTURERS, AUTHORIZED AGENTS AND FRANCHISED EQUIPMENT AND VEHICLE SUPPLIERS ONLY)

CONTRACT SPECIFICATIONS

PART A: SCOPE OF REPAIRS

1. Repairs to be Provided

NOTE:

The department reserves the right to undertake any service repair or overhaul, or part thereof, itself where it has the necessary facilities at its disposal. Contractors that offer to bid for a certain repair category, must also be able to provide all spares, accessories, parts and components to the department, where the department elects to undertake the work required, themselves.

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

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

General maintenance repairs of road vehicles (including trailers). Includes removal and replacement of components and repair of components.

Category 2 General & Major Repairs (Construction Plant)

General maintenance repairs of construction plant, including removal and replacement of components and repair of components.

Category 3 General Repairs - Mobile

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

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

1. GENERAL

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

2. PERSONNEL

The Contractor will provide Artisans, or otherwise Skilled Workers (as indicated in Clauses 5.5 to 5.37 below). Each Artisan or Skilled Worker must have at least (4) years experience in the type of work to be undertaken. The Contractor will be remunerated at the rates detailed in Part D of the Contract Specifications.

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

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

3. TRANSPORT

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

The Contractor will be reimbursed for travel at the tariffs detailed in Part D of these specifications. Nothing contained herein will preclude the Department from delivering and collecting components or machines to and from the Contractor's premises.

4. MATERIALS

The parts required to perform the repairs will generally be provided by the Contractor. Occasionally the Department may elect to supply the parts.

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

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

5. TOOLS AND EQUIPMENT

5.1 Fax Machine and E- Mail

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

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

5.2 Specialised Tools and Equipment

A Contractor who, in order to effect a repair, has to hire an item of minor plant not considered to form part of his tool complement, e.g. a lifting device to remove or replace a component, will be reimbursed for the hire charge thereof on production of the necessary VAT invoice. Prior authority from the Department in writing in all such instances is essential.

5.3 Membership of Trade Associations

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

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

ACRA	Automotive Component Remanufacturers' Association
ERA	Engine Remanufacturers' Association
MIWA	Motor Industry Workshop Association
SADFIA	South African Diesel Fuel Injection Association
SAMBRA	South African Motor and Body Repairers' Association
TDAFA	Tyre Dealers' and Fitment Centre Association

Please take note before continuing to next section. This is applicable from point 5.4 to point 5.6

TAKE NOTE

Details applicable in the column DETAILS OF OFFER must be clearly crossed out. If you offer complies, cross out Not Comply. If your offer does not comply, cross out Comply. Wherever proof of qualification or proof of accreditation is required, cross out Not Attached, if you have attached the proof, or cross out Attached, if you have not attached any proof. Failing to indicate whether your offer complies with the requirement, will invalidate your bid.

REPAIR CATEGORIES REQUIREMENT

DETAILS OF OFFER

5.4 **Standard Artisan's Tool Set**

The equipment requirements of certain categories in Clauses 5.5 to 5.36 below, include a Standard Artisan's Tool Set. Additional tools are specified as necessary.

For the purposes of this tender, the Standard Artisan's Tool Set comprises, at minimum:

A sturdy metal tool box, containing:

- open and ring spanners, 6 – 32 mm
- adjustable spanner, 250 mm
- set engineer's screwdrivers, flat and Pozi
- pry bar
- set pin punches, 3 – 12 mm
- centre punch
- set Allen keys, 3 – 10 mm
- side cutter
- engineer's pliers
- long nose pliers
- circlip pliers, internal and external
- water pump pliers
- set hollow punches, 6 – 16 mm
- feeler gauge set, 0.1 – 1.0 mm
- engineer's hammers, 250 gram and 450 gram
- cold chisel
- vice grip
- wire brush
- scraper
- hacksaw
- flat file, 200mm, 2nd cut

*** Comply / Not Comply**

5.5 Category 1:

General and Major repairs – vehicles (Bakkies, Trucks, Buses, etc.)

a.) Appropriate Trades

- | | | |
|----|---|----------------------------------|
| i | A trade test certificate as issued by the Department of Labour or MERSETA | * Attached / Not Attached |
| ii | Diesel Mechanic, Petrol Mechanic, Construction Plant Mechanic, Earthmoving Equipment Mechanic.
(Any of the above trades will be suitable) | * Comply / Not Comply |

b.) Equipment

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

- Standard Artisan's Tool Set, as described in Clause 5.4
- ½" drive socket set, 10 – 27 mm
- Bench Grinder
- Compressor – 700 l/min, 100l tank
- Grease Gun
- Hand Held Electric Drill
- Heavy duty jumper cables
- Hydraulic Jack – 10 tonne
- Inspection Pit or Vehicle Hoist
- Oil Measures
- Parts Cleaning Facility
- Radiator Pressure Tester
- Soldering Equipment
- Torque Wrench (½" drive, 150Nm)
- Trestles
- Trolley Jack – 20 tonne
- Vice
- Welding Plant – Electric 140 amp minimum
- Welding Plant – Oxy-Acetylene
- Workbench
- ¾" drive Socket Set, 24 – 40 mm
- Battery Charger
- Bearing Pullers – (internal and external)
- Compression Gauge - Diesel
- Engine Crane (2 tonne)
- Press – 5 tonne
- Pressure Washer
- Pulley Extractor
- Wheel Pullers

*** Comply / Not Comply**

c.) **Premises**

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

*** Comply / Not Comply**

d.) **Safety**

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

*** Comply / Not Comply**

e.) **Accreditation**

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

*** Comply / Not Comply**

- ii • Copy of Membership certificate

*** Attached / Not Attached**

5.6 **Category 2:**

General Repairs (Construction Plant)

a.) **Appropriate Trades**

- i A trade test certificate as issued by the **Department of Labour** or **MERSETA** **Attached / Not Attached**

- ii Diesel Mechanic, Petrol Mechanic, Construction Plant Mechanic, Earthmoving Equipment Mechanic. *** Comply / Not Comply**
(Any of the above trades will be suitable)

b.) **Equipment**

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

- Standard Artisan's Tool Set, as described in Clause 5.4, plus:
- ½" Drive Socket set, 10 – 27mm
- ¾" Drive Socket Set, 24 – 50 mm
- Allen keys to 16 mm
- hollow punches to 25 mm
- Battery Servicing – hydrometer
- Battery Charger
- Bearing Pullers – (internal and external)
- Bench Drill
- Bench Grinder

*** Comply / Not Comply**

- Compressor – approximately 300 l/min. 150 l tank
- Compression Gauge - diesel
- Hand Held Electric Drill
- Hand Held Tachometer
- High pressure greasing equipment – air operated
- Hydraulic Jack – 20 tonne
- Hydraulic Press – 20 tonne
- Hydraulic Test Gauges – up to 240 bar, with pipes and connectors
- Lifting equipment for engines, transmissions etc.
- Oil Measures
- Parts cleaning facility
- Pressure washer
- Pulley Extractor
- Radiator Pressure Tester
- Soldering Equipment
- Sledge Hammer – 7 kg
- Torque Wrenches to 250Nm
- Trestles
- Trolley Jack
- Vice
- Welding Plant – Electric 220 amp minimum
- Welding Plant - Oxy-Acetylene
- Workbench

c.) Premises

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

*** Comply / Not Comply**

d.) Safety

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

*** Comply / Not Comply**

5.7 Category 3:

General Repairs - Mobile

a.) Appropriate Trades

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

- | | | |
|----|---|--------------------------------|
| i | A trade test certificate as issued by the Department of Labour or MERSETA | Attached / Not Attached |
| ii | Diesel Mechanic, Petrol Mechanic, Construction Plant Mechanic, Earthmoving Equipment Mechanic.
(Any of the above trades will be suitable) | * Comply / Not Comply |

b.) Equipment

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

A mechanically sound, roadworthy vehicle, equipped with:

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

*** Comply / Not Comply**

ANNEXURE A

BIDDER'S PARTICULARS AND DETAIL OF RIGHTS AND FRANCHISES

1. NAME OF BIDDER

2. POSTAL ADDRESS

Code

3. STREET ADDRESS:

Code

4. TELEPHONE NUMBER

5. CELL PHONE NUMBER

6. FACSIMILE NUMBER

7. E-MAIL ADDRESS

8. VAT REGISTRATION NUMBER

ANNEXURE B

LIST OF BRANCHES/AGENTS

Name of Branch/Agent

Address

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slight shadow on the right side, suggesting it's resting on a surface.

ANNEXURE C
NOMINATED SUB-CONTRACTORS

Only the contractors nominated on this list may be employed as sub-contractors, if approved by the Department.

Name of contractor	Address	Tel. No.	Activity for which nominated

DEPARTMENT OF WATER AND SANITATION

DWS11-1019 (WTE)

CONTRACT FOR THE SUPPLY OF SPARE PARTS AND FOR THE SERVICE AND REPAIR OF ALL COMPONENTS OF CONSTRUCTION EQUIPMENT AND MOTOR VEHICLES FOR A PERIOD OF 36 MONTHS FOR CONSTRUCTION (APPLICABLE TO ORIGINAL EQUIPMENT MANUFACTURES, , AUTHORIZED AGENTS AND FRANCHISED EQUIPMENT AND VEHICLE SUPPLIERS ONLY)

SECTION 3: SBD 3.2 – PRICING SCHEDULE FOR RATES

CONTENTS

PREAMBLE TO THE SBD 3.2 – PRICING SCHEDULE

SBD 3.2 – PRICING SCHEDULE FOR RATES

PREAMBLE TO THE SBD 3.2 – PRICING SCHEDULE FOR RATES

1. GENERAL

The SBD 3.2 forms part of the Contract Documents and must be read and priced in conjunction with all the other documents which include the General and Special Conditions of Contract in the bid document.

2. PRICING OF THE SCHEDULE

The rates to be filled in the SBD 3.2 should include all costs. All rates and amounts quoted in the SBD 3.2 shall be in Rand and shall include VAT.

3. CORRECTION OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Bidder.

**PRICING SCHEDULE FOR RATES
(Non-Firm Prices)**

DWS11-1019 (WTE)

NATIONAL CONTRACT FOR THE SUPPLY OF SPARE PARTS AND FOR THE SERVICE AND REPAIR OF ALL COMPONENTS OF CONSTRUCTION EQUIPMENT AND MOTOR VEHICLES FOR A PERIOD OF 36 MONTHS FOR CONSTRUCTION (APPLICABLE TO ORIGINAL EQUIPMENT MANUFACTURES, AUTHORIZED AGENTS AND F EQUIPMENT AND VEHICLE SUPPLIERS ONLY)

THIS PRICING SCHEDULE MUST BE COMPLETED IN FULL – FAILURE TO COMPLY WILL INVALIDATE YOUR BID

NOTE: PRICE ADJUSTMENTS WILL ONLY BE ALLOWED AT THE PERIODS AND TIMES AS SPECIFIED IN THE BIDDING DOCUMENT

CLOSING TIME 11:00am

ON: 28 NOVEMBER 2019 BID NO.: DWS11-1019 (WTE)

NAME OF BIDDER:

OFFER TO BE VALID FOR 120 DAYS FROM CLOSING DATE OF BID

NOTE: ALL FIELDS ON THIS FORM SHOULD BE COMPLETED IN FULL. IF A FIELD IS NOT APPLICABLE, THE FIELD SHOULD BE INDICATED AS “NOT APPLICABLE”. THE DEPARTMENT OF WATER AND SANITATION WILL NOT ENTERTAIN ANY CLAIMS FOR NON-FIRM PRICES INCREASES CLAIMED AT A LATER DATE, UNLESS SUCH NON-FIRM PRICE ADJUSTMENTS ARE CLEARLY MOTIVATED IN THIS FORM.

NOTE: For further information please refer to the relevant paragraphs of the main contract as indicated in brackets.

1. REPLACEMENT PARTS

1.1 Percentage discount on replacement parts

_____ %

1.2 Percentage handling charge on replacement parts (paragraph 9.11)

_____ %

1.3 Percentage surcharge on outwork (paragraph 18.1)

_____ %

2. HOURLY LABOUR RATES

2.1 Hourly Labour Rates in contractors' workshops:

Comprehensive labour rate

_____ R/h

2.2 Discount allowed for work performed in the workshops of the Department _____ %

2.3 Hourly Labour Rates for work performed in the field:

Comprehensive labour rate

_____ R/h

3. OVERTIME RATES (paragraph 17.1)

3.1 The factor for calculating Normal Overtime will be x _____

3.2 The factor for calculating Sunday Overtime will be x _____

4. TRAVELLING ALLOWANCE (paragraph 15)

Vehicle description (including GVM)

Rate per km

4.2 Mean hourly labour rate used in determining Travelling Allowances _____ R/h (included above)

5. SUBSISTENCE ALLOWANCE PER NIGHT OUT: R _____/night all inclusive

6. VARIATIONS (paragraphs 14, 15 and 16)

6.1 State formula and factors/indices or other criteria to be used for determination of price variations in comprehensive Labour Rates: (Only where suggested formula is not used):

6.1.1 Where the formula suggested in paragraph 14.4.9 will be used, please provide as follows:

SEIFSA Table C-3 index applicable:

- (a) At the beginning of the contract _____ date _____
- (b) When a variation is under consideration the latest available _____
date _____

6.2 State formula and factors/indices or other criteria to be used for determination of price variations in **Travelling Allowances** (only where suggested formula is not used):

6.2.1 Where the formula suggested in paragraph 15.3 will be used, please provide as follows:

SEIFSA Table L index applicable:

- (a) At the beginning of the contract _____ date _____
- (b) When a variation is under consideration the latest available _____
date _____

6.3 State formula and factors/indices or other criteria to be used for determination or price variations in the **Subsistence Allowance** (only where suggested formula is not used):

BIDDER'S NAME: _____

[illegible]

