

TENDER-06/2025 LANGEERG MUNICIPALITY: PANEL OF SUPPLIERS TO DO MAINTENANCE AND REPAIRS ON VEHICLES AND EQUIPMENT, FOR A PERIOD OF THREE (3) YEARS

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PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (LANGEERG MUNICIPALITY)					
BID NUMBER:	TENDER-06/2025	CLOSING DATE:	16 MAY 2025	CLOSING TIME:	12H00
DESCRIPTION	LANGEERG MUNICIPALITY: PANEL OF SUPPLIERS TO DO MAINTENANCE AND REPAIRS ON VEHICLES AND EQUIPMENT, FOR A PERIOD OF THREE (3) YEARS,				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BOX SITUATED AT					
LANGEERG MUNICIPAL OFFICES					
28 MAIN ROAD					
ASHTON					
6715					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX INCOME NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		AND	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ 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 IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]		
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE VAT INCLUSIVE	R		
SIGNATURE OF BIDDER		DATE			
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SCM	CONTACT PERSON	MR WOUTER BREWIS		
CONTACT PERSON	Sabelo NGCONGOLO	TELEPHONE NUMBER	023 626 8200		
TELEPHONE NUMBER	023 615 8000	EMAIL ADDRESS	wbrewis@langeberg.gov.za		
E-MAIL ADDRESS	sngcongolo@langeberg.gov.za				

Important Notice Regarding Fraudulent Activities

We would like to notify all bidders that there have been recent reports of scammers exploiting our management's information to solicit illegal bribes. It is imperative to note that such actions are unlawful and strictly forbidden. Should you be approached by individuals claiming to represent the Municipality or otherwise attempting to solicit bribes or engage in unethical practices, you are required to report these incidents immediately to the Municipality. Be aware that participation in illegal activities, including bribery, will have severe consequences. Companies involved in such practices, if exposed, will be blacklisted and barred from future participation in the Central Supplier Database (CSD). We urge all applicants to maintain the highest standards of integrity and to cooperate with us to ensure a fair and transparent tendering process. Langeberg Municipality.

PART B - TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



TENDER- 06/2025

Tenders are hereby requested for the **LANGEBERG MUNICIPALITY: PANEL OF SUPPLIERS TO DO MAINTENANCE AND REPAIRS ON VEHICLES AND EQUIPMENT FOR A PERIOD OF THREE (3) YEARS** as specified in the bid document.

Completed Bids, in sealed envelopes, clearly marked “**TENDER-06/2025: LANGEBERG MUNICIPALITY: PANEL OF SUPPLIERS TO DO MAINTENANCE AND REPAIRS ON VEHICLES AND EQUIPMENT FOR A PERIOD OF THREE (3) YEARS**” should be placed in the tender box, at the Langeberg Municipal Office, 28 Main Road, Ashton, not later than **12:00 on 16 MAY 2025** when the Bids will be opened in public. Late, faxed or e-mailed tenders will not be considered.

PLEASE NOTE:

The official Bid document must be fully completed in black ink, all pages must be submitted and the document should preferably be bound.

Supporting documents must be submitted separately and must be stapled or bound.

The lowest, or any tender, will not necessarily be accepted and council reserves the right to accept any tender. Tenders will be evaluated according to the Council's Supply Chain Management Policy and the 80/20 Preference Point system. The Supply Chain Management Policy can be viewed at Municipal Offices or www.langeberg.gov.za

Tender documents are available from **28 MARCH 2025**, on the Langeberg Municipal website: www.langeberg.gov.za

Please refer written enquiries to **MR W BREWIS** (wbrewis@langeberg.gov.za).

DP LUBBE
MUNICIPAL MANAGER
Private Bag X2
Ashton,
6715

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1. GENERAL CONDITIONS OF CONTRACT

1.1. Definitions:

The following terms shall be interpreted as indicated

- 1.1.1. **"Closing time"** means the date and hour specified in the bidding advertisement for the receipt of bids.
- 1.1.2. **"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.
- 1.1.3. **"Contract price"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.1.4. **"Corrupt practice"** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.1.5. **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.1.6. **"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.
- 1.1.7. **"Day"** means calendar day.
- 1.1.8. **"Delivery"** means delivery in compliance of the conditions of the contract or order.
- 1.1.9. **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
- 1.1.10. **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.1.11. **"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.
- 1.1.12. **"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.
- 1.1.13. **"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.
- 1.1.14. **"GCC"** means the General Conditions of Contract.
- 1.1.15. **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

- 1.1.16. **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.1.17. **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.1.18. **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.1.19. **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.1.20. **“Purchaser”** means the organization purchasing the goods.
- 1.1.21. **“Republic”** means the Republic of South Africa.
- 1.1.22. **“SCC”** means the Special Conditions of Contract.
- 1.1.23. **“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.
- 1.1.24. **“Supplier”** means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.1.25. **“Tort”** means in breach of contract.
- 1.1.26. **“Turnkey”** means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.1.27. **“Written”** or **“in writing”** means hand-written in ink or any form of electronic or mechanical writing.

1.2. Application

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

1.3. General

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

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

1.4. Standards

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

1.5. Use of contract documents and information inspection

- 1.5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 1.5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 1.5.1 except for purposes of performing the contract.
- 1.5.3. Any document, other than the contract itself mentioned in GCC clause 1.5.1 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.
- 1.5.4. 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.

1.6. Patent Rights

- 1.6.1. 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.
- 1.6.2. When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

1.7. Performance security

- 1.7.1. 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.
- 1.7.2. 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.
- 1.7.3. 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:
- 1.7.4. 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 a cashier's or certified cheque
- 1.7.5. 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.

1.8. Inspections, tests and analyses

- 1.8.1. All pre-bidding testing will be for the account of the bidder.
- 1.8.2. If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 1.8.3. 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.
- 1.8.4. If the inspections, tests and analyses referred to in clauses 1.8.2 and 1.8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 1.8.5. Where the goods or services referred to in clauses 1.8.2 and 1.8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 1.8.6. Goods and services which are referred to in clauses 1.8.2 and 1.8.3 and which do not comply with the contract requirements may be rejected.
- 1.8.7. Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 1.8.8. The provisions of clauses 1.8.4 to 1.8.7 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 1.22 of GCC.

1.9. Packing

- 1.9.1. 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.
- 1.9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

1.10. Delivery and documents

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

1.11. Insurance

- 1.11.1. 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.

1.12. Transportation

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

1.13. Incidental Services

- 1.13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
- 1.13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - 1.13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - 1.13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - 1.13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - 1.13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 1.13.2. 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.

1.14. Spare parts

- 1.14.1. As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- 1.14.2. 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 in the event of termination of production of the spare parts:
- 1.14.3. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

1.15. Warranty

- 1.15.1. 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.

- 1.15.2. 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.
- 1.15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 1.15.4. Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 1.15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 1.15.6. All Machinery must comply with the Occupational Health and Safety (OHS) Act and its applicable regulations and standards.

1.16. Payment

- 1.16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 1.16.2. 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.
- 1.16.3. 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.
- 1.16.4. Payment will be made in Rand unless otherwise stipulated.

1.17. Prices

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

1.18. Variation orders

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

1.19. Assignment

- 1.19.1. 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.

1.20. Subcontracts

- 1.20.1. 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.

1.21. Delays in the supplier's performance

- 1.21.1. 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.
- 1.21.2. 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.
- 1.21.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 1.21.4. Except as provided under GCC Clause 1.25, 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 1.22.1, unless an extension of time is agreed upon pursuant to GCC Clause 1.22.2 without the application of penalties.
- 1.21.5. Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without canceling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

1.22. Penalties

- 1.22.1. Subject to GCC Clause 1.25, 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 1.23.

1.23. Termination for default

- 1.23.1. 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:
- 1.23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 1.21.2;

- 1.23.1.2. if the supplier fails to perform any other obligation(s) under the contract; or if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 1.23.2. 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.
- 1.23.3. 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.
- 1.23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 1.23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprises or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first – mentioned person, and with which enterprise or person the first – mentioned person, is or was in the opinion of the purchaser actively associate
- 1.23.6. .If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- 1.23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
- 1.23.6.2. the date of commencement of the restriction
- 1.23.6.3. the period of restriction; and
- 1.23.6.4. the reasons for the restriction.
- 1.23.7. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 1.23.8. If a court of law convicts a person of an offence as contemplated in section 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.

1.24. Antidumping and countervailing duties and rights

- 1.24.1. When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti- dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the

amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

1.25. Force Majeure

- 1.25.1. Notwithstanding the provisions of GCC Clauses 1.22 and 1.23, the supplier shall not be liable for forfeiture of its performance 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.
- 1.25.2. 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.

1.26. Termination for solvency

- 1.26.1. 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.

1.27. Settlement of Disputes

- 1.27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or 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.
- 1.27.2. 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.
- 1.27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 1.27.4. Notwithstanding any reference to mediation and/or court proceedings herein,
 - 1.27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - 1.27.4.2. the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

1.28. Limitation of Liability

- 1.28.1. Except in cases of criminal negligence or willful misconduct, and in the case of Infringement pursuant to Clause 1.6;

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

1.29. Governing language

- 1.29.1. 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.

1.30. Applicable law

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

1.31. Notices

- 1.31.1. 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.
- 1.31.2. 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.

1.32. Taxes and duties

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

1.33. Transfer of contracts

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

1.34. Amendment of contract

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

1.35. Prohibition of restrictive practices

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



2. SPECIAL TENDER CONDITIONS

SPECIAL TENDER CONDITIONS

This tender is subject to the Supply Chain Management Policy of the Langeberg Municipality. The aim of the policy is to improve job opportunities and to stimulate prosperity in the municipal area. Broad Based Black Economic Empowerment (BBBEE) will receive preferential adjudication.

Tenderers must take note that a tender will be granted on the ground of their performance capacity as well as a preference formula.

For tenderers to qualify for the advantages of the policy, they must thoroughly complete the document. **If the schedules are not thoroughly completed the tender will not be considered.**

Tenderers must take note that in the case of a false statement or submission of false information the tender will be disqualified with immediate effect and a possibility of criminal prosecution.

The complete Supply Chain Management Policy is available for inspection at the Municipal Offices at Ashton and websites (www.langeberg.gov.za).

2.1 TENDER DOCUMENTS

Tender documents are obtainable and must be returned as described in the tender notice. The completed documents of the tender fully priced, extended and totalled, completed in all respects, signed and sealed in an envelope which is to be endorsed **“TENDER-06/2025: LANGEERG MUNICIPALITY: PANEL OF SUPPLIERS TO DO MAINTENANCE AND REPAIRS ON VEHICLES AND EQUIPMENT, FOR A PERIOD OF THREE (3) YEARS”**.

” must be placed in the tender box at the Municipal Offices, 28 Main Street, Ashton

2.1.1. Tenders submitted by fax, e-mail, telex or telegraphically will not be accepted. Postal Tenders will be accepted for consideration only if they are received in sufficient time to be lodged in the appropriate tender box by the closing time for such tenders. The Langeberg Municipality disclaims any responsibility for seeing that such tenders/ are lodged in the tender box.

2.1.2. Any tender delivered to an address other than the one stipulated in the tender notice will not be accepted. Tenders may not be handed in at other offices of the Langeberg Municipality.

2.1.3. Tenders will be opened in public, shortly after closing time of tenders. The name of the tenderer/bidder and the total tender/bid price will be announced to all tenderers/bidders present at the opening.

2.1.4. Tenders received after the closing date and time shall be declared invalid and will not be considered.

2.2 SOUTH AFRICAN CURRENCY

- 2.2.1 All payments from the Langeberg Municipality will be made in the currency of the Republic of South Africa (Rand). The tenderer/bidder shall specify clearly all matters and conditions regarding payments in the tender/bidder specifications.
- 2.2.2 Tenders shall indicate separately prices excluding value added tax and included value added tax (VAT) in the tender/bid rates and amounts.

2.3 INCOMPLETE TENDERS/BIDS

- 2.3.1 Tenders will be rejected in the event of incomplete offers and irregularities of any nature contained in the tender or in any of the completed tender schedules.

2.4 WITHDRAWAL OF TENDERS/BIDS

- 2.4.1 A tenderer/bidder may, without incurring any liability, withdraw his tender provided written advice to that effect reaches the Langeberg Municipality before the expiry of the time fixed in the tender/bid notice for receiving tenders/.

2.5 CHECKING OF TENDER DOCUMENTS

- 2.5.1 Before submitting a tender the tenderer/bidder shall check the numbering of the pages in the tender/bid documents and if any pages part of the tender/bid document is found to be missing or if any part of the documents is illegible or indistinct, he shall immediately notify the Langeberg Municipality.
- 2.5.2 The Langeberg Municipality will not be liable in any way for any claims arising through neglect of the Tenderer/bidder to comply with these requirements.

2.6 EXPENSES DUE TO PREPARATION AND SUBMISSION OF TENDER DOCUMENTS

- 2.6.1 The Langeberg Municipality shall not be liable for any expenses or losses incurred by the Tenderer/bidder due to visiting the site or municipal area and the preparation and/or submission of the tender/bid documents.

2.7 PERIOD OF VALIDITY

- 2.7.1 Tenders, whether for a part of or for the whole of the project, shall remain valid for a period as specified by the tenderer/bidder, which period shall be that period between the date upon which tenders/bids close up to the date upon which notice is given that the tender/bid has been awarded, but at least a period of **120 days**.

2.8 ACCEPTANCE OR REJECTION OF TENDERS/BIDS

- 2.8.1 The Langeberg Municipality is not compelled to accept the lowest or any tender/bid and reserves the right to accept any tender/bid.

2.9 PREFERENTIAL PROCUREMENT

- 2.9.1 Tenders/bids will be considered in terms of the Preferential Procurement Policy of the Langeberg Municipality.

2.10 REGISTRATION AS SERVICE PROVIDER

- 2.10.1 Only those tenderer/bidders that are registered on the Central Supplier Database as service providers, or are capable of being so prior to the evaluation of submissions, are eligible to submit tenders/bids. The Langeberg Municipality will only enter into a formal contract with a tenderer/bidder that is registered on this Database as service provider.

2.11 JOINT VENTURE AGREEMENTS (IF APPLICABLE)

- 2.11.1 Any Joint Venture Agreement must be submitted with the tender/bid document detailing the split of responsibilities in terms of the tender/bid specifications, i.e. percentage of work to be performed by each partner.
- 2.11.2 All parties to the Joint Venture Agreement must be registered and verified on the Western Cape Supplier Database. Only those that are registered and verified before the closing date of the tender/bid will qualify for preference points.
- 2.11.3 It must be noted that the order will be placed in the name of the BEE Partner as well as all financial administration that follows such an order/s. The Joint Venture Agreement must stipulate the BEE partner selected for this in the event of the Joint Venture been considered successful.

2.12 LOCAL BUSINESS/OFFICE:

- 2.12.1 A local office of a tenderer/bidder shall be deemed to be a physical address inside the demarcated boundaries of the Langeberg Municipality area.

2.13 TEST FOR RESPONSIVENESS

- 2.13.1 No Tender will be considered unless it meets the following responsiveness criteria:
- 2.13.2 The tender must be properly received in a sealed envelope clearly indicating the description of the service and the tender/bid number for which the tender/bid is submitted.
- 2.13.3 The tender must be deposited in the relevant tender box as indicated on the notice of the tender on or before the closing date and time of the bid
- 2.13.4 An Income Tax Number and a Tax verification pin (OTP) must be submitted with the tender/bid on or before the closing date and before the closing time.
- 2.13.5 A latest Municipal service account obtained from the local municipality must be submitted.
- 2.13.6 The official tender document must be fully completed in black ink, all pages must be submitted and should preferably be bound. Where information requested does apply to the bidder and the space is left blank, the tender document will be deemed as non-responsive.
- 2.13.7 If the entity submitting a bid is a Joint Venture or a Consortium or Partnership, each party to that formation must submit all the above information
- 2.13.8 The tenderer/bidder must be in good standing to do business with the public sector in terms of Regulation 38 of the Supply Chain Management Regulations (Government Gazette 27636 of 30 May 2005).
- 2.13.9 The tenderer/bidder must adhere to pricing Instructions
- 2.13.10 The tenderer/bidder must complete and sign all tender forms. Where indicated, forms must be signed and stamped by a Commissioner of Oaths.

- 2.13.11 All mandatory returnable forms and prescribed attachments must be completed and where applicable signed by a Commissioner of Oaths.
- 2.13.12 All tenders' conditions/specifications must be complied with.

2.14 PAYMENT OF INVOICES

- 2.14.1 All payments from the Langeberg Municipality will be made within 30 days of receipt of valid tax invoice for goods and services rendered to the satisfaction of the Municipality,



3. DECLARATION OF “IN THE SERVICE OF THE STATE”

If a spouse, child or parent of the owner, director, manager, shareholder or stakeholder of the entity is in the service of the state, or has been in the service of the state in the previous twelve months, the following information must be completed: (Please indicate if not applicable)

The name of the person in the employment of the state:

.....

The capacity in which that person is in service of the state:

.....

Is that person an owner, director, manager, shareholder or connected to the business: Yes or No? (If yes please specify)

.....

The relationship to the owner, director, manager, shareholder or stakeholder of the entity:

	Spouse	Child	Parent
Owner	☐	☐	☐
Director	☐	☐	☐
Manager	☐	☐	☐
Shareholder	☐	☐	☐

“in the service of the state” means to be –

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the National Assembly or the National Council of Provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

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

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

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



4. MUNICIPAL SERVICE ACCOUNT

4.1 An original latest municipal account must be attached to this page.

- 4.2 It should be noted that the tender cannot be considered/evaluated if any municipal rates and taxes or municipal services charges owed by the bidder or any of its directors to the municipality or municipal entity, or to any other municipality or entity, are in arrears for more than three months,
- 4.3 If the bidder or any of its directors are not responsible for the payment of municipal rates of service charges to the municipality or municipal entity, or to any other municipality or entity, a sworn affidavit to this effect must be attached to this page.



5. PRICING SCHEDULE – FIRM PRICES (MBD 3.1) (PURCHASES)

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

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

Name of bidder:

Bid number:

Closing Time 12:00

Closing date:

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

6. DECLARATION OF INTEREST (MBD 4)

6.1 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-

6.1.1. 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.

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

6.2.1 Full Name of bidder or his or her representative:

6.2.2 Identity Number:

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

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

6.2.5 Tax Reference Number:

6.2.6 VAT Registration Number:

6.3 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 6.5 below.

¹"State" means –

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

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

- 6.4 Are you or any person connected with the bidder presently employed by the state? YES / NO
- 6.4.1 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:

.....

.....

- 6.4.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative
- 6.4.3 work outside employment in the public sector? YES / NO
- 6.4.4 If yes, did you attach proof of such authority to the bid document? YES / NO
- 6.4.5 (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

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

.....

.....

.....

- 6.4.7 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

- 6.4.8 If so, furnish particulars:

.....

.....

.....

- 6.4.9 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

- 6.4.10 If so, furnish particulars.

.....

.....

YES/NO

.....

.....

.....

YES/NO

.....

.....

.....

[illegible]

6.6 DECLARATION

I, THE UNDERSIGNED (NAME):
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 6.2 and 6.5 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



MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 Application of preference point system

3.1.1.1 The Municipality will, in the tender documents, stipulate —

- (a) the preference point system applicable; and
- (b) any specific goal as envisaged in section 2(1)(d) and (e) of the Preferential Procurement Act.

3.1.1.2 If it is unclear whether the 80/20 or 90/10 preference point system applies—

- (a) in the case of a tender to generate income or to dispose of or lease assets, the highest acceptable tender; or
- (b) in the case of any other tender, the lowest acceptable tender, must be used to determine the applicable preference point system.

3.1.2 Points for Price: 80/20 preference point system for acquisition of goods or services with Rand value equal to or above R30 000 and up to R50 million

3.1.2.1 The following formula must be used to calculate the points out of 80 for price in respect of a tender with a Rand value equal to or above R30 000 and up to a Rand value of R50 million, inclusive of all applicable taxes:

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

Where-

P_s = Points scored for price of tender under consideration;

P_t = Price of tender under consideration; and

$P_{\min}$ = Price of lowest acceptable tender.

3.1.2.2 A maximum of 20 points may be awarded to a tenderer for the specified goals envisaged in section 2(1)(d) and (e) of the Act.

3.1.2.3 The points scored must be rounded off to the nearest two decimal places.

3.1.2.4 The contract must be awarded to the tenderer scoring the highest points.

3.1.3 . Points for price: 90/10 preference point system for acquisition of goods or services with Rand value above R50 million

3.1.3.1 The following formula must be used to calculate the points out 90 for price in respect of a tender with a Rand value above R50 million, inclusive of all applicable taxes:

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

Where-

P_s = Points scored for price of tender under consideration;

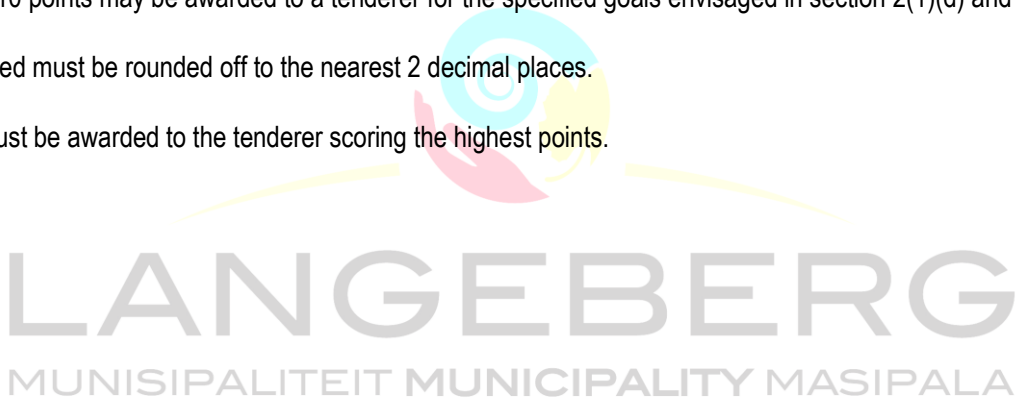
P_t = Price of tender under consideration; and

P_{min} = Price of lowest acceptable tender.

3.1.3.2 A maximum of 10 points may be awarded to a tenderer for the specified goals envisaged in section 2(1)(d) and (e) of the Act.

3.1.3.3 The points scored must be rounded off to the nearest 2 decimal places.

3.1.3.4 The contract must be awarded to the tenderer scoring the highest points.



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

The following formula must be used to calculate the points for price in respect of a tender to generate income or to dispose of or lease assets, with a Rand value equal to, or above R 30 000 and up to a Rand value of R50 million, inclusive of all applicable taxes:

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

Where-

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmax = Price of highest acceptable tender.

3.2.1 A maximum of 20 points may be awarded to a tenderer for the specified goals envisaged in section 2(1)(d) and (e) of the Act.

3.2.2 The points scored must be rounded off to the nearest 2 decimal places.

3.3.3 The contract must be awarded to the tenderer scoring the highest points.

3.3.4 Points for price:90/10 preference point system for tenders to generate income or to dispose of or lease assets with Rand value equal to or above R50 million

3.3.5 The following formula must be used to calculate the points for price in respect of a tender to generate income or to dispose of or lease assets, with a Rand value above R50 million, inclusive of all applicable taxes:

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

Where-

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmax = Price of highest acceptable tender.

3.3.6 A maximum of 10 points may be awarded to a tenderer for the specified goals envisaged in section 2(1)(d) and (e) of the Act.

3.3.7 The points scored must be rounded off to the nearest 2 decimal places.

3.3.8 The contract must be awarded to the tenderer scoring the highest points.

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1 The tendering conditions will stipulate the specific goals, as contemplated in section 2(1)(d)(ii) of the Preferential Procurement Act, be attained.
- 4.2 A maximum of 20 points (80/20) preference points system) or 10 (90/10) preference points system), will be allocated for specific goals. These goals are:
- (a) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability (BBBEE);
 - (b) Promotion of enterprises located in the municipal area
- 4.3 Regarding par 4.2 (a) 50% of the 20/10 points will be allocated to promote this goal and points will be allocated in terms of the BBBEE scorecard as follows:

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
1	20	10
2	18	9
3	14	8
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0

- 4.4 A tenderer must submit proof of its BBBEE status level contributor [scorecard].
- 4.5 A tenderer failing to submit proof of BBBEE status level of contributor –
- 4.5.1 may only score in terms of the 80/90-point formula for price; and
- 4.5.2 scores 0 points out of 10/5 BBBEE status level of contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide proof thereof.
- 4.6 Regarding par 4.2 (b) 50% of the 20/10 points will be allocated to promote this goal. Points will be allocated as follows.

Locality of supplier	Points
Within the boundaries of the municipality	10/5
Outside of the boundaries of the municipality	0

- 4.7 The policy should not include Pre-qualification goals.
- 4.8 Any specific goal for which a point may be awarded, must be clearly specified in the invitation to submit a tender.
- 4.9 A tenderer failing to submit proof of required evidence to claim preferences for other specified goals, which is in line with section 2 (1) (d) (ii) of the Act.
- 4.9.1 may only score in terms of the 80/90-point formula for price; and
- 4.9.2 scores 0 points out of 10/5 of the relevant specific goals where the supplier or service provider did not stipulate.
- 4.10 The preference points scored by a tenderer must be added to the points scored for price.
- 4.11 The points scored must be rounded off to the nearest two decimal places.
- 4.12 The contract must be awarded to the tenderer scoring the highest procurement points.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
BBBEE preference points system	05	10		
Promotion of enterprises located in the municipal area	05	10		

5. DECLARATION WITH REGARD TO COMPANY/FIRM

Name of company/firm.....

5.1. Company registration number:

5.2. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:
.....
.....
.....

8 CONTRACT FORM - PURCHASE OF GOODS/WORKS (MBD 7.1)

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

8.1 I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

8.2 The following documents shall be deemed to form and be read and construed as part of this agreement:

8.3 Bidding documents, viz

- Invitation to bid;
- Tax clearance certificate;
- Pricing schedule(s);
- Technical Specification(s);
- Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
- Declaration of interest;
- Declaration of bidder's past SCM practices;
- Certificate of Independent Bid Determination;
- Special Conditions of Contract;

8.4 General Conditions of Contract; and

8.5 Other (specify)

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8.6 I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

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

8.8 I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:



9 **CONTRACT FORM - PURCHASE OF GOODS/WORKS (MBD 7.1)**

PART 2 (TO BE FILLED IN BY THE PURCHASER)

- 9.1 I, **MR DP LUBBE** in my capacity as: **MUNICIPAL MANAGER**,
- 9.2 accept your bid under reference number **TENDER-06-2025** dated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
- 9.3 An official order indicating delivery instructions is forthcoming.
- 9.4 I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

10 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

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

Item	Question	Yes	No
10.9	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
10.10	If so, furnish particulars: MUNICIPALITEIT MUNICIPALITY MASIPALA		
10.11	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
10.12	If so, furnish particulars:		
10.13	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
10.14	If so, furnish particulars:		

10.15	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
10.16	If so, furnish particulars:		
10.17	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
10.18	If so, furnish particulars:		

CERTIFICATION

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

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

.....

Signature

.....

Date

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MUNICIPALITEIT MUNICIPALITY MASIPALA

.....

Position

.....

Name of Bidder

11 CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

- 11.1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 11.2 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.
- 11.3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
- 11.4 take all reasonable steps to prevent such abuse;
- 11.5 reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
- 11.6 cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 11.7 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 11.8 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

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

12 CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

- 12.1 I have read and I understand the contents of this Certificate;
- 12.2 I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 12.3 I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 12.4 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;
- 12.5 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:
 - has been requested to submit a bid in response to this bid invitation;
 - could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - provides the same goods and services as the bidder and/or is in the same line of business as the bidder
- 12.6 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.
- 12.7 In particular, without limiting the generality of paragraphs 12.6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - prices;
 - geographical area where product or service will be rendered (market allocation)
 - methods, factors or formulas used to calculate prices;
 - the intention or decision to submit or not to submit, a bid;
 - the submission of a bid which does not meet the specifications and conditions of the bid; or bidding with the intention not to win the bid.
- 12.8 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.
- 12.9 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.

12.10 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



13 CODE OF CONDUCT FOR SUPPLIERS

Langeberg Municipality is strongly committed in observing the highest ethical standards in all its procurement activities. As such, this Code of Conduct for Suppliers has been prepared to provide clear summary of Langeberg Municipality expectation from the suppliers in all procurement dealings, ensuring that internationally recognized procurement ethics are followed. Transparency and accountability should be strictly adhered to in all procurement activities.

Langeberg Municipality procurement ethics focuses on **zero tolerance on corruption, avoiding any form of interest and honest representation of supplier's capabilities.**

Suppliers are strongly urged to familiarize themselves with this Code of Conduct to ensure successful working relations with Langeberg Municipality.

Policy on Corruption and Position on Conflict of Interest

Langeberg Municipality expects all contracted suppliers and companies seeking to sell goods and services to conduct their business in accordance with the highest ethical standards. Suppliers or potential suppliers must strictly comply with all rules and regulations on bribery, corruption and avoid unacceptable business practices. Hence suppliers are expected to observe the following:

- Shall not, directly or indirectly, offer, give or agree or promise to give to any Langeberg Municipality staff any gratuity for the benefit of/or at the direction or request of any Staff or Langeberg Municipality;
- To immediately inform the Langeberg Municipality in the event that any Staff or Langeberg Municipality solicits or obtained or has made an attempt to obtain gratification for himself/herself or for any other persons.

To immediately declare if any of the Company's staff and/or officers had or have any relative employed with Langeberg Municipality. Failure to make such declaration shall be construed as a conflict of interest and might result in the exclusion of the

- supplier from present and future procurement activities and/or other legal action as deemed fit by the Organization.

Important Notice Regarding Fraudulent Activities

- **We would like to notify all bidders that there have been recent reports of scammers exploiting our management's information to solicit illegal bribes. It is imperative to note that such actions are unlawful and strictly forbidden. Should you be approached by individuals claiming to represent the Municipality or otherwise attempting to solicit bribes or engage in unethical practices, you are required to report these incidents immediately to the Municipality. Be aware that participation in illegal activities, including bribery, will have severe consequences. Companies involved in such practices, if exposed, will be blacklisted and barred from future participation in the Central Supplier Database (CSD). We urge all applicants to maintain the highest standards of integrity and to cooperate with us to ensure a fair and transparent tendering process. Langeberg Municipality.**

Representation from Suppliers

Langeberg Municipality expects all its suppliers to honestly declare and warrant that:

- It will comply with all rules, regulations and statutory requirements relating to the provision of the products/services to Langeberg Municipality;
- It will not act in concert with other suppliers or agents when participating in a bid;
- It is a duly authorized/certified provider of the supplied products/services and shall not, expressly or impliedly hold itself out to be an agent/representative of a third-party provider of the same products/services;
- It will only supply products that are certified to be of merchantable and satisfactory quality;
- The supplier processes the necessary capabilities, equipment and suitable place of business to perform its obligations;
- It shall not contract out of subcontract or outsource any portion of the products/services unless prior written consent from Langeberg Municipality has been obtained; and

- It shall maintain the highest standards of integrity and quality of work at all times.

Applicability of the Code of Conduct

This Code of Conduct shall apply to all Suppliers, sub-contractors and to other entities acting behalf of them (approval of Langeberg Municipality).

Monitoring compliance to the Code of Conduct

To facilitate the monitoring of suppliers' compliance with this Code of Conduct, Langeberg Municipality expects suppliers to:

- Develop and maintain all necessary documentation to support compliance with the described standards; such documentation must be accurate and complete;
- Provide Langeberg Municipality representatives with access to relevant records, upon Langeberg Municipality request;
- Allow Langeberg Municipality representatives to conduct interviews with the supplier's employees and with management separately;
- Allow Langeberg Municipality representatives to conduct announced and unannounced site visits of supplier locations; and
- Respond promptly to reasonable inquiries from Langeberg Municipality representatives in relation to the implementation of the Code of Conduct.

Secure Communication Channels

Langeberg Municipality has established a secure communication channel to enable the suppliers to raise their concerns confidentially and responsibly. If the supplier has questions about the Code of Conduct or wishes to report a questionable behaviour or possible violation of the Code of Conduct, the Supplier is encouraged and should contact Langeberg Municipality at:

Municipal Manager

28 Main Road

Ashton

6715



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or contact at mm@langeberg.gov.za;

Langeberg Municipality will not tolerate any retribution or retaliation by anyone against a concerned Supplier who has, in good faith, sought out advice or has reported questionable behaviour and/or a possible violation. Langeberg Municipality will take disciplinary action up to and including termination of contract for anyone who threatens or engages in retaliation, retribution or harassment of the concerned individual. Identities and contents of all information or complaints will be rated strictly confidential.

SANCTIONS

Breach of the Code may result in actions being taken against that service providers, in addition to any contractual or legal remedies. The actions applied will depend on the nature and seriousness of the breach and on the degree of commitment shown by the service provider to resolve any issues stemming from the breach.

The range of actions to be imposed include but are not restricted to the following:

- Formal written warnings;
- Required disclosure of nature of breach in terms of the Policy;
- Immediate termination of contract;
- Criminal and/or civil action.

ACKNOWLEDGEMENT AND ACCEPTANCE

This is to certify that I have fully read the Supplier’s Code of Conduct attached. Having fully read and understood the completed requirement of this Supplier’s Code of Conduct, I hereby commit myself and my company to serve this Code of Conduct and to fully comply with all of its principles. I also certify that I am authorized by my company to sign and accept this document in its behalf.

Supplier: _____

Address: _____

Representative: _____

Signature: _____

Date: _____



14 TECHNICAL SPECIFICATIONS

TERMS OF REFERENCE/ SCOPE OF WORKS

Please take note of the special conditions of tender

SPECIAL CONDITIONS

- Application for all the different categories must provide a certified copy of all qualifications regarding the tender.
- The successful Contractor's workshop will be inspected prior to being appointed.

1. DURATION OF CONTRACT

This is a three-year contract and each year the Municipality will review the performance of the service provider. Should the service provider perform satisfactorily, the contract will be extended for the next year. If the performance is poor, the contract will not be extended for year two or year three and will be terminated.

2. TIME FRAMES

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

3. SERVICE LEVEL AGREEMENT

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

4. PENALTIES

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

5. BID VALIDITY

This bid shall not be withdrawn during a period of ninety (90) days from the date on which it is to be lodged and it may be accepted at any time during that period.

6. BID COMPLIANCE

The Bid must comply with the following:

- VAT must be indicated separately.
- This bid or part thereof may not be ceded.
- Non-compliance to specifications will invalidate your offer as set out in Part B: Contract specifications.

7. MEETINGS

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

PART A: SCOPE OF REPAIRS

1. INTRODUCTION

The Langeberg Municipality intends to appoint the services of specialized repair workshops and service providers for mechanical repairs and maintenance of Langeberg Municipality Municipal plant, fleet and equipment. **The Preventive Maintenance programmed currently in place regularly detects faults which fall outside the definition of a minor repair, but which are not of sufficient magnitude to warrant the technical expertise of the Agents.** These repairs can generally be performed on site, or the defective component can be removed and repaired at a local workshop.

Bidders may tender for any or all the categories of services indicated, and evaluation will be done per category tendered for.

2. GENERAL

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

3. REPAIR TYPES

The "repairs" have been divided into thirty-four categories. The categories are detailed as follows: Category 1

	Major Repairs – Vehicles (trucks, bakkies, etc.)
Category 2	General Repairs (Construction Plant)
Category 3	General Repairs – Mobile
Category 4	Replacement of Ground Engaging Tools
Category 5	On Site Welding (mobile)
Category 6	Welding and Fabrication
Category 7	General Machining
Category 8	Auto Electrical Repairs
Category 9	Fuel Injection Repairs
Category 10	Turbochargers
Category 11	Automotive Engineering and Engine Assembly Category
12	Gearbox, Transmission and Differential RepairsCategory
13	Driveline Repairs
Category 14	Brake and Clutch Friction Component RepairsCategory
15	Air Brake System and Component Repairs Category 16
	Radiator, Oil Cooler Repairs & Fuel Tanks Category 17
	De-rusting and Respray
Category 18	Accident Repairs
Category 19	Automotive Glass Replacement
Category 20	Upholstery Repairs and Automotive Body TrimmingCategory
21	Hydraulic Hose Repairs
Category 22	Specialized Hydraulic Component RepairsCategory
23	Minor Plant / Machinery Repairs
Category 24	Fitment Centers
Category 25	Bin Lining
Category 26	Vacuum and Centrifugal Pumps
Category 27	Speedo & Rev Counter Repairs
Category 28	Spring Repairs
Category 29	Statutory Inspection and Testing of Pressure Vessels Category 30
	Statutory Inspection and Testing of Lifting Equipment Category 31
	Thread and Bolt Repairs
Category 32	Vehicle Air Conditioner Repairs
Category 33	Agents

These categories define the number of tools and equipment required by the Contractor and therefore determine the level of the repair work that the Contractor can undertake.

Contractors will be required to give quotations on repair work.

4. REPAIRS TO BE PROVIDED

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

Category 1 Major Repairs – Vehicles (trucks, bakkies, etc.)

General maintenance repairs of road vehicles (including trailers). Includes removal and replacement of components, repair of certain components (where these components are not catered for in this contract).

Category 2 General Repairs (Construction Plant)

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

Note: The work in Category 1 and 2 will be allocated within the parameters of the Contractor's equipment and experience.

Category 3 General Repairs – Mobile

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

Category 4 Replacement of Ground Engaging Tools

On-Site removal and replacement of grader blades, dozer cutting edges, bucket teeth, ripper tips, and shank protectors and similar wear parts.

Category 5 On-Site Welding (mobile)

Field maintenance welding repairs.

Category 6 Welding and Fabrication

Specialized in heavy plant and equipment.

Category 7 General Machining

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

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

Category 8 Auto Electrical repairs

Repairs to all auto electrical components

Note: The supply of batteries is permitted in this category under the terms of this contract on a replacement basis only, i.e., where the existing battery is faulty. Any battery supplied must conform to SANS IEC 95 and must carry the SABS mark.

Category 9 Fuel Injection Repairs

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

The Contractor may be required to send these items to firms on sub-contract: hence the Municipality should be contacted before the Contractor Sends such work out.

Category 10 Turbochargers

Repairs to turbochargers / overhauling of turbochargers.

The Contractor may be required to send these items to firms on sub-contract: hence the Municipality should be contacted before the Contractor Sends such work out.

Category 11 Automotive Engineering and Engine Assembly

Remove, strip, machine, rebuild and refit engines.

The Contractor may be required to send these items to firms on sub-contract: hence the Municipality should be contacted before the Contractor Sends such work out.

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

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

Category 12 Gearbox, Transmission and Differential Repairs

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

The Contractor may be required to send these items to firms on sub-contract: hence the Municipality should be contacted before the Contractor Sends such work out.

Category 13 Drive Line Repairs

Repair and rebalance propeller shafts. Rebuild constant velocity joints.

Category 14 Brake and Clutch friction Component Repairs

Repairs to all brake and clutch system friction and hydraulic components.

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

Category 15 Air Brake System and Component Repairs

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

Category 16 Radiator, Oil Cooler Repairs & Fuel Tanks

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

Category 17 De-rusting and respray.

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

Category 18 Accident Repairs

Carry out body repairs to plant and vehicles including the replacement of built on/off panels such as bumpers, front fenders, bonnet/boot lid/tailgate, body shell, floor panels, all welded sections, front and rear lower valance, and any mechanical repairs directly related to the repair of accident damage.

Category 19 Automotive Glass Replacement

Replacement of windscreens and other safety glass.

Category 20 Upholstery Repairs and Automotive Body Trimming

Repairs and re-upholstering of seats, interior panels, roof linings, etc.

The Contractor may be required to send these items to firms on sub-contract: hence the Municipality should be contacted before the Contractor Sends such work out.

Category 21 Hydraulic Cylinders, Hose and Pipe Repair

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

The Contractor may be required to send these items to firms on sub-contract: hence the Municipality should be contacted before the Contractor Sends such work out.

Category 22 Specialized Hydraulic component Repairs (excluding replacement & manufacture of hydraulic hoses & pipes)

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

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

Category 23 Minor Plant / Machinery Repairs

Repairs to mowers (pedestrian and ride-on), brush cutters, chain saws, rammers, cutters, and other equipment powered by small two- and four-stroke petrol engines (up to 12kW).

Category 24 Fitment Centers (Vehicles <3500kg)

Supply and fit exhaust systems, shock absorbers and tow bars, replace number plates.

Category 25 Bin Lining

Carry out lining of bins.

Category 26 Vacuum and Centrifugal Pump

Repairs and Maintenance to vacuum and Centrifugal Pumps.

Category 27 Speedo & Rev Counter Repairs

Repairs and recalibration of tachographs, speedometers, and other automotive instruments.

Category 28: Spring Repairs

The successful Contractors will have a workshop specifically equipped for the repair and manufacture of automotive – type leaf springs and coil springs.

Category 29 Statutory Inspection and Testing of Pressure Vessels

Periodic inspection and testing of air receivers and other pressure vessels in accordance with the current Occupational Health and Safety Regulations.

A written report of every inspection or pressure test must be submitted to the Municipality within five working days of the completion of the test.

Work related to the preparation of the pressure vessel for inspection or test is not included in this category. Note: This category does not include inspection and testing of boilers

Note: This category does not include the certification and registration of pressure vessels.

Category 30 Statutory Inspection and Testing of Lifting Equipment

Periodic inspection and testing of cranes, access platforms, hoists, gantries, slings, shackles, and all other lifting equipment in accordance with the current Occupational Health and Safety Regulations.

A written report of every inspection or load test must be submitted to the Municipality within five working days of the completion of the test.

Work related to the preparation of any item for inspection or test is not included in this category.

The Contractor will be required to clearly mark any item which does not already have an identifying number. The new, unique identifying number must be marked by punching or engraving in such a way that the strength or integrity of the item is not compromised in any way. The new number that is allocated must be recorded by the contractor and given to the Municipality.

Category 31 Thread and Bolt Repairs

Carry out repairs to threads, studs, bolts, etc.

Category 32 Vehicle Air Conditioner Repairs

Carry out vehicle air conditioner repairs.

Category 33 Agents

Repairs to vehicles that require specific software relevant to a particular make of vehicle and are leading brands of the motor vehicle industry.

5. CAUSE OF FAILURE

Before commencing with a repair, the Contractor shall, where possible, make every endeavor to determine the cause of a failure and then proceed to rectify such cause before allowing the repaired plant to continue operating. If the work involved in rectifying the cause of the failure is extensive, the Contractor shall notify the Municipality who will decide on what course of action to take.

6. WARRANTY

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

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

7. MAINTENANCE OF RECORDS

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

8. REPORTING ON PLANT / VEHICLE ABUSE

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



9. Below is a list of existing vehicles in the Langeberg Municipality's fleet. (Vehicles and tools can/will be added during the duration of this tender)

VEHICLE	REG NR
Husqvarna ride on mower	
Husqvarna ride on mower	
SCAG-Zero turn LAWNMOWER	TBA
SCAG-Zero turn LAWNMOWER	TBA
SINO PLANT ROLLER SIT ON	TBA
WACKER RD12 SIT ON ROLLER	B/VALE
WACKER RD 12 SIT ON ROLLER	ASHTON
BOMAG ROLLER	20050942/TBA2
KEMACH D30 FORKLIFT	20093974/TBA4
LIUGONG 30 FORKLIFT	CBR TBA
NEW HOLLAND TREKKER	CBR TBA
ISUZU FVZ1600 COMPACTER	CBR 1040
HERBICIDE SPRAYER	CBR 1090
NISSAN 1400 BAKKIE	B/VALE
NISSAN 1400 BAKKIE	CBR 1141
NISSAN 1400 BAKKIE	CBR 1155
NISSAN 1400 BAKKIE	CBR 1174
TOYOTA DYNA 4-093	CBR 1182
KUBOTA ME 8200 63 Kw TREKKER	CBR 1382
NISSAN CM 12 VULLIS VRAGMOTOR	CBR 1447
KUBOTA ME 8200 63 Kw TREKKER	CBR 1456
ATLAS COPCO XAS97 COMPRESSOR	CBR 1459
ISUZU VRAGMOTOR	CBR 1575
FORD RANGER 2.2 M 4X2 LWB	CBR 1649
FORD RANGER 2.2 M 4X2 LWB	CBR 1755
FORD RANGER 2.2 M 4X2 LWB	CBR 1779
FORD RANGER 2.2 M 4X2 LWB	CBR 1782
NISSAN NP300 LWB BAKKIE	CBR 1786
FORD RANGER 2.2 M 4X2 LWB	CBR 1790
FORD RANGER 2.2 M 4X2 LWB	CBR 1804
LANDINI SOLIS 55HP TRACTOR	CBR 1815
TATA LPT709 3 TON TROK	CBR 1823
MAN M2000 18224	CBR 1990
TATA LPT 4X4 BRANDWEER	CBR 2111
TOYOTA AVANZA 1.3 PANEELWA	CBR 2246
NISSAN NP 300 HARDBODY 2.0	CBR 2344
MEGAJET IAN DICKIE RIOOLPOMP	CBR 2355
BUILMA BETONMENER	CBR 2428
TOYOTA HINO WIPBAK	CBR 2571
DUFF RIOOLTENKER	CBR 2613
NISSAN NP 300 HARDBODY 2.0	CBR 2684
NISSAN NP200 16I	CBR 2756
HERBICIDE SPRAYER	ROBERTSON
NISSAN UD90 14.58TON MET VULLISKOMPAKT	CBR 2834
LANDINI SOLIS 55HP TRACTOR	CBR 3122
SLEEPWA	CBR 3187
NISSAN NP200	CBR 3219
RIOOLPOMP	CBR 3317
UD35 TROK	CBR 3404
LANDINI SOLIS 55HP TRACTOR	CBR 3469
MITSUBISHI FUSO CANTER FE7-13670	CBR 3474
	CBR 3566
	CBR 3581

VEHICLE	REG NR
MITSUBISHI CANTER 3 TON UD330 COMPACTER TOYOTA DYNA 4-093 NISSAN UD85 RIOOLTENKER NISSAN UD460 Hook lift NISSAN NP200 16I TOYOTA HINO WITH WERNER JETVAC NISSAN NP200 LANDCRUISER WITH FIRE SKID UNIT NISSAN NP200 TOYOTA HILUX 2L TIP VULLISBAK SLEEPWA UD85 3TON TIPPER NISSAN UD 70 DIESEL VRAGMOTOR TOYOTA ETIOS 1.5 X S SD BRANDWEERSLEEPWA BRANDWEERSLEEPWA BRANDWEERSLEEPWA KIA K2700 WORKHORSE BRANDWEERSLEEPWA TOYOTA HILUX 2L TOYOTA ETIOS 1.5 X S SD VOLVO L30B-ZX WHEEL LOADER RIOOLSPUITKAR FLEXIAN BOMAG TRAILER NISSAN NP200 16I TIPPER SLEEPWA TOYOTA ETIOS 1.5XS SEDAN TOYOTA HILUX 2L MAZDA 323 SEDAN TOYOTA ETIOS 1.5 X S SD SLEEPWA TOYOTA CRUISER BRANDWEER TOYOTA SRX BAKKIE NISSAN UD90 VULLISVRAGMOTOR MET KOMPAKTEERDER TOYOTA ETIOS 1.5 X S SD JETTING MACHINE NISSAN 1400 FORD TOYOTA HILUX 2L FORD RANGER 1800 FORD RANGER 1800 MENGER MENGER MITSUBISHI CANTER NISSAN NP200 NISSAN UD60 CHERRY PICKER NISSAN NP300 CLARET SLEEPWA UD85 Skip LOADER TOYOTA ETIOS 1.5XS SEDAN TOYOTA ETIOS 1.5XS SEDAN	CBR 3608 CBR 3710 CBR 3770 CBR 4050 CBR 4054 CBR 4105 CBR 4367 CBR 4369 CBR 4412 CBR 4451 CBR 4723 CBR 4880 CBR 4886 CBR 4919 CBR 4935 CBR 5156 CBR 5158 CBR 5191 CBR 5206 CBR 5209 CBR 5508 CBR 5626 CBR 5628 CBR 5687 CBR 5733 CBR 5663 CBR 5688 CBR 5801 CBR 5821 CBR 5832 CBR 5877 CBR 6037 CBR 6085 CBR 6173 CBR 6486 CBR 6575 CBR 6614 CBR 6712 CBR 6716 CBR 6745 CBR 6757 CBR 6764 CBR 6802 CBR 6803 CBR 6816 CBR 6865 CBR 6866 CBR 6932 CBR 6944 CBR 7031 CBR 7263 CBR 7265

VEHICLE	REG NR
NISSAN NP200	CBR 7349
HIGH LIFT SLEEPWA	CBR 7515
NISSAN NP200 16I	CBR 7650
TOYOTA ETIOS 1.5 X S SD	CBR 7870
KABEL SLEEPWA	CBR 8045
TEERSPUIT	CBR 8062
NISSAN NP 300 HARDBODY 2.0	CBR 8113
ISUZU VRAGMOTOR	CBR 8138
NISSAN 1400	CBR 8145
NISSAN 1400	CBR 8147
FORD RANDEE 1800 MET KAPPIE	CBR 8163
FORD RANGER 1800 MET HALWE KAP	CBR 8164
ISUZU NPR400 CHALLENGER CHERRY PICKER	CBR 8200
OPGEBODE SLEEPWA (VULLIS)	CBR 8203
NISSAN NP200	CBR 8225
ISUZU KB 300 TDI	CBR 8400
NISSAN NP200 16I	CBR 8402
ISUZU KB 300 TDI	CBR 8403
NISSAN NP200 16I	CBR 8409
NISSAN NP200 16I	CBR 8410
NISSAN NP200 16I	CBR 8411
NISSAN NP200 16I	CBR 8412
NISSAN NP200 16I	CBR 8416
NISSAN NP200 16I	CBR 8418
ROLLER SLEEPWA B/VALE	CBR 8561
ROLLER SLEEPWA ASHTON	CBR 8567
CHASE SLEEPWA MONTAGU	CBR 8569
BOMAG BC 572 RB VULLISKOMPAKT.	CBR 8630
NISSAN NP300 BAKKIE	CBR 8729
MASSEY FERGUSON TREKKER	CBR 8944
TATA 4*4 BRANDWEERVOERTUIG	CBR 9035
RIOOL WAENTJIE	CBR 9053
TOYOTA ETIOS 1.5 Sedan	CBR 9422
NISSAN NP200	CBR 9579
NISSAN NP200	CBR 9580
NISSAN NP200	CBR 9582
TOYOTA ETIOS 1.5XS SEDAN	CBR 9591
NISSAN NP300	CBR 9660
MOOLMAN TRAILER SEWER CLEANER	CBR 9718
NISSAN NP200	CBR 10065
NISSAN NP200	CBR 10072
TOYOTA ETIOS 1.5 X 5 SEDAN FULLY EQUIPED TRAFFIC VEHICLE	CBR 10198
TOYOTA ETIOS 1.5 X 5 SEDAN FULLY EQUIPED TRAFFIC VEHICLE	CBR 10203
NISSAN 1400 BAKKIE	CBR 10244
Nissan NP200	CBR 10533
FOTON POWERSTAR 5T TIPPER	CBR 10584
ISUZU	CBR 10606
MERCEDES-BENZ ATEGO	CBR 10656
FOTON POWERSTAR 5T TIPPER	CBR 10691
CONCRETE MIXER BB350	CBR 10790
UD CWE330 COMPACTER	CBR 10735

VEHICLE	REG NR
POWERSTAR FT10 SEWER TRUCK	CBR 10869
SLEEPWA	CBR 10877
NISSAN NP200 16l	CBR 11107
VOLVO BL61 PLUS BACKHOE LOADER	CBR 11255
NISSAN 2.7 DIESEL BAKKIE	CBR 11343
NISSAN 1400 BAKKIE	CBR 11349
NISSAN 1400 BAKKIE	CBR 11351
TOYOTA QUANTUM 2.5D BUSSIE	CBR 11359
TOYOTA HILUX	CBR 11367
FORD RANGER 2.2 M 4X2 LWB	CBR 11395
FORD RANGER 2.2 M 4X2 LWB	CBR 11397
FORD RANGER 2.2 M 4X2 LWB	CBR 11398
FORD RANGER 2.2 M 4X2 LWB	CBR 11399
FORD RANGER 2.2 M 4X2 LWB	CBR 11400
MERCEDES BENZ ATEGO BRANDWEER	CBR 11420
TOYOTA RAV 4 2.0GX	CBR 11441
SDLG B877F DIGGER LOADER	CBR 11579
VOLVO BL61 PLUS BACKHOE LOADER	CBR 11590
VOLVO BL61 PLUS BACKHOE LOADER	CBR 11591
VOLVO BL61 PLUS BACKHOE LOADER	CBR 11592
TOYOTA AVANZA 1.3 PANEELWA	CBR 11605
NISSAN UD 370FC Compacter	CBR 11623
SDLG B877F DIGGER LOADER	CBR 11854
LAWNMOWER TRAILER	CBR 12032
ISUZU NPR400	CBR 12068
ISUZU NPR400 TIPPER	CBR 12069
ISUZU NPR400	CBR 12070
LANDINI SOLIS 55HP TRACTOR	CBR 12508
NISSAN NP300	CBR 12529
NISSAN NP300	CBR 12530
NISSAN NP300	CBR 12532
NISSAN NP200	CBR 12533
NISSAN NP200	CBR 12534
NISSAN NP300	CBR 12535
NISSAN NP200	CBR 12536
NISSAN UD85 5TON TIPPER	CBR 12568
TOYOTA HILUX	CBR 12634
TOYOTA HILUX	CBR 12635
ISUZU NPR400 FLATBED	CBR 12637
LANDINI SOLIS 55HP TRACTOR	CBR 12648
EICHER PRO3008 High lift	CBR 12711
LANDINI SOLIS 55HP TRACTOR	CBR 12759
KIOSK SLEEPWA SAPD R/SON	CBR 12854
TOYOTA HILUX	CBR 12867
NISSAN NP300	CBR 12890
TOYOTA AVANZA 1,3F/C VAN	CBR 13009
UD CWE330 Water TANKER	CBR 13026
TRAILER WITH 5000L Tank	CBR 13027
FOTON POWERSTAR FT10	CBR 13084
TOYOTA AVANZA 1,3 FC VAN	CBR 13118
SDLG LG938L WHEEL LOADER	CBR 13334
FORD RANGER 2.5DIESEL	CBR 13361
NISSAN 2.7 DIESEL BAKKIE	CBR 13362

VEHICLE	REG NR
NISSAN 2.7 DIESEL BAKKIE	CBR 13363
KIA TROK K2700 WORKHORSE	CBR 13597
COMAIR KOMPRESSOR	CBR 13798
POWERSTAR 4x4 9T CRANE TRUCK	CBR 13817
CONCRETE MIXER BB350	CBR 13840
CONCRETE MIXER BB350	CBR 13841
UD 8000L RIOOL TROK	CBR 14137
NISSAN NP200 16I	CBR 14488
NISSAN NP200 16I	CBR 14489
NISSAN NP200 16I	CBR 14490
NISSAN NP200 16I	CBR 14491
NISSAN ALMERA 1,5ACENTA BLUE LIGHTS SIREN	CBR 14563
NISSAN ALMERA 1,5ACENTA BLUE LIGHTS SIREN	CBR 14564
NISSAN ALMERA 1,5ACENTA BLUE LIGHTS SIREN	CBR 14565
NISSAN ALMERA 1,5ACENTA BLUE LIGHTS SIREN	CBR 14566
NISSAN ALMERA 1,5 ACENTA MT	CBR 14567
NISSAN ALMERA 1,5 ACENTA MT	CBR 14568
KIA PEGAS 1,4LX SEDAN	CBR 14569
TOYOTA HILUX SC2.0 VVTI STEEL TOOLBOX AMB	CBR 14571
TOYOTA HILUX SC2.0 VVTI BLUE LIGHT SIREN	CBR 14572
TOYOTA HILUX SC2.0 VVTI BLUE LIGHT SIREN	CBR 14573
TOYOTA HILUX SC2,0 VVTI STEEL BOX AMBER LIGH	CBR 14574
TOYOTA HILUX SC2,0 VVTI BLUE LIGHT SIREN	CBR 14575
TOYOTA HILUX SC2,0 VVTI BLUE LIGHT SIREN	CBR 14576
TOYOTA HILUX SC2,0 VVTI STEEL BOX AMBER LIGH	CBR 14577
TOYOTA HILUX SC2,0 VVTI STEEL BOX AMBER LIGH	CBR 14578
TOYOTA HILUX SC2,0 VVTI STEEL BOX AMBER LIGH	CBR 14579
NISSAN NAVARA 2L CAB TOOLBOS	CBR 14603
UD KUZER	CBR 14616
FOTON POWERSTAR M4 FT5 4X2 TIPPER W CAGE	CBR 14651
FOTON POWERSTAR M4 FT5 4X2 TIPPER	CBR 14652
FORD RANGER 2,2TDCI S/C WITH CANOPY	CBR 14633
TOYOTA HILUX 2L Halve canopy	CBR 14698
TOYOTA HILUX 2L VOL KAP	CBR14699
Opel CARGO 1,6 Diesel MET DAKRAK	CBR 14700
TOYOTA HILUX 2L VOL KAP	CBR 14701
TOYOTA HILUX 2L HALWE KAP	CBR 14702
Rollon trailer	CBR 14786
LANDINI 65 TREKKER - 2010	CCD 2827
NISSAN RIOOL VRAGMOTOR UD 80	CCD 1579
TRAILER	CCD 1955
TOYOTA	CCD 2021
SWEISWAENTJIE	CCD 3145
WITGETT MENDER	CCD 5027
NISSAN BAKKIE	CCD 5082
TOYOTA HILUX	CCD 5140
TOYOTA LAND CRUISER DORP	CCD 5258
FORD 3000 TREKKER	CCD 5337
SLEEPWA	CCD 5338
TREKKER SAMI EXPLORER	CCD 5510
TOYOTA HILUX	CCD 5800

VEHICLE	REG NR
FORD BANTAM BAKKIE	CCD 5817
VULLISWA	CCD 6408
SLEEPWA STRATE	CCD 6572
SLEEPWA	CCD 6592
VULLISWA skip M	CCD 6847
VULLISWA skip B	CCD 6848
VULLISWA skip A	CCD 6849
ISUZU KOMPAKTEERDER TROK	CCD 7295
NISSAN UD90 8TON TROK MET HIDR KRAAN	CCD 7409
MAZDA 323	CCD 8214
FORD RANGER 1800	CCD 8215
FORD RANGER 1800	CCD 8217
HOLLAND TREKKER	CCD 8218
MITSUBISHI CANTER FES 106	CCD 8577
CUMMINGS KRAGOPWEKKER DORP	CCD 9472
BUILMA MENDER	CCD 9689
TEERKAR	CCD 9801
NISSAN VRAGMOTOR	CCD 10385
CABLE CAR	CCD 10454
INGERSOLL RAND KOMPRESSOR	CCD 10512
SLEEPWA	CCD 10739
CONCRETE MIXER BB350	CCD 11083
SLEEPWA (HOëDRUK SPUIT -WERNER)	CCD 11822
BOMAG SLEEPWA	CCD 11954
CUMMINGS KRAGOPWEKKER DISTRIK	CCD 12854
TENKWA	CCD 13363
KABELKAR	CCD 13444
WATERKAR	CCD 14266
WATERKAR	CCD 14267
TRAILER	CCD 16409
SLEEPWA	CER 112
SLEEPWA	CER 1005
SLEEPWA (STRYDOM)	CER 1006
KOMPRESSOR	CER 1019
JOHN DEERE	CER 1443
FORD 5000 TREKKER	CER 1591
SLEEPWA VIR LAAIGRAAF	CER 2004
COMPRESSOR	CER 5088
WATERKAR	CER 5674

PART B: CONTRACT SPECIFICATIONS (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 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.

4. MATERIALS

The parts required to perform the repairs will generally be provided by the Contractor, the Municipality is not expected in any to supply any parts as part of this contract.

NOTE: In general, parts supplied by Contractors must be new and must conform to the original equipment manufacturer’s specifications. Contractors will be required to obtain permission from the Municipality if a “non-genuine” or “second hand” spare part is utilized for a repair.

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

5. TOOLS AND EQUIPMENT

5.1. E-Mail

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

5.2. Membership of Trade Associations

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

The constituent bodies 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

5.3. Standard Artisan's Tool Set

The equipment requirements of certain categories in Clauses 5.5 to 5.37 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 toolbox, containing:

Open and ring spanners, 6 – 32mm	☐ YES	☐ NO
Adjustable spanner, 250mm	☐ YES	☐ NO
Set engineer's screwdrivers, flat and Pozi	☐ YES	☐ NO
Pry bar	☐ YES	☐ NO
Set pin punches, 3 – 12mm	☐ YES	☐ NO
Centre punch	☐ YES	☐ NO
Set Allen keys, 3 – 100mm	☐ YES	☐ NO
Side cutter	☐ YES	☐ NO
Engineer's pliers	☐ YES	☐ NO
Long nose pliers	☐ YES	☐ NO
Circlip pliers, internal and external	☐ YES	☐ NO
Water pump pliers	☐ YES	☐ NO
Set hollow punches 6 – 16mm	☐ YES	☐ NO
Feeler gauge set, 0.1 – 1.mm	☐ YES	☐ NO
Engineer's hammers, 250gram and 450 grams	☐ YES	☐ NO
Cold chisel	☐ YES	☐ NO
Vice grip	☐ YES	☐ NO
Wire brush	☐ YES	☐ NO
Scraper	☐ YES	☐ NO
Hacksaw	☐ YES	☐ NO
Flat file, 200mm, 2 nd cut	☐ YES	☐ NO

5.4 Category 1: Major repairs – vehicles (Bakkies, Trucks, Buses, etc.)

Appropriate Trades

Trade test certificate as issued by the **Department of Labour or MERSETA**: Diesel Mechanic, Construction Plant Mechanic, Earthmoving Equipment Mechanic. The successful Contractors shall provide an equipment and tools normally required to carry out the type of work tendered for, which must include, at minimum:

Equipment:

Standard Artisan's Tool Set, as described in Clause 5.4	☐ YES	☐ NO
½" drive socket set, 10 – 27mm	☐ YES	☐ NO
Bench grinder	☐ YES	☐ NO
Compressor – 700 l/min, 100l tank	☐ YES	☐ NO
Grease Gun	☐ YES	☐ NO
Handheld Electric Drill	☐ YES	☐ NO
Heavy duty jumper cables	☐ YES	☐ NO
Hydraulic Jack – 10 tones	☐ YES	☐ NO
Inspection Pit or Vehicle Hoist	☐ YES	☐ NO
Oil Measures	☐ YES	☐ NO
Parts Cleaning Facility	☐ YES	☐ NO
Radiator Pressure Tester	☐ YES	☐ NO
Soldering Equipment	☐ YES	☐ NO
Torque Wrench (1/2" drive 150Nm)	☐ YES	☐ NO
Trestles	☐ YES	☐ NO
Trolley Jack – 20 tones	☐ YES	☐ NO
Vice	☐ YES	☐ NO
Welding Plant – Electric 140 amp minimum	☐ YES	☐ NO
Welding Plant – Oxy-Acetylene	☐ YES	☐ NO
Workbench	☐ YES	☐ NO
¾" drive Socket Set, 24 – 40mm	☐ YES	☐ NO

Battery Charger	☐ YES	☐ NO
Bearing Pullers – (internal and external)	☐ YES	☐ NO
Compression Gauge – Diesel	☐ YES	☐ NO
Engine Crane (2 tone)	☐ YES	☐ NO
Press – 5 tones	☐ YES	☐ NO
Pressure Washer	☐ YES	☐ NO
Pulley Extractor	☐ YES	☐ NO
Wheel Pullers	☐ YES	☐ NO

Premises

Evidence of good housekeeping and appearance	☐ YES	☐ NO
Evidence of compliance with the Occupational Health and Safety Act	☐ YES	☐ NO

Safety

Secure workshop premises	☐ YES	☐ NO
Fire extinguishers	☐ YES	☐ NO
First Aid Kit	☐ YES	☐ NO
Painted floors (optional)	☐ YES	☐ NO
Workshop safety signs	☐ YES	☐ NO

Accreditation

Successful Contractors must be members of the **Retail Motor Industry Organization** and in addition, be **accredited by MIWA as a General Repair Workshop. (Small Plant Excluded)**

Equipment:

Standard Artisan's Tools Set, as described in Clause 5.4, plus: ½" Drive Socket Set, 10 – 27mm o ¾" Drive Socket Set, 24 - 50mm o Allen keys to 16mm o hollow punches to 25mm	☐ YES	☐ NO
Battery Servicing – Hydrometer	☐ YES	☐ NO
Battery Charger	☐ YES	☐ NO
Bearing Pullers – (internal and external)	☐ YES	☐ NO
Bench Drill	☐ YES	☐ NO
Bench Grinder	☐ YES	☐ NO
Compressor – approximately 300 l/min. 150l tank	☐ YES	☐ NO
Compression Gauge – diesel	☐ YES	☐ NO
Handheld Electric Drill	☐ YES	☐ NO
Handheld Tachometer	☐ YES	☐ NO
High pressure greasing equipment – air operated	☐ YES	☐ NO
Hydraulic Jack – 20 tons	☐ YES	☐ NO
Hydraulic Press – 20 tons	☐ YES	☐ NO
Hydraulic Test Gauges – up to 240 bar, with pipes and connectors	☐ YES	☐ NO
Lifting equipment for engines, transmissions etc.	☐ YES	☐ NO
Oil Measures	☐ YES	☐ NO
Parts cleaning facility	☐ YES	☐ NO
Pressure washer	☐ YES	☐ NO
Pulley Extractor	☐ YES	☐ NO
Radiator Pressure Tester	☐ YES	☐ NO
Soldering Equipment	☐ YES	☐ NO
Sledgehammer – 7 kg	☐ YES	☐ NO
Torque Wrenches to 250Nm	☐ YES	☐ NO
Trestles	☐ YES	☐ NO

Trolley Jack	☐ YES	☐ NO
Vice	☐ YES	☐ NO
Welding Plant – Electric 220amp minimum	☐ YES	☐ NO
Welding Plant – Oxy-Acetylene	☐ YES	☐ NO
Workbench Premises	☐ YES	☐ NO
Evidence of good housekeeping and appearance	☐ YES	☐ NO
Evidence of compliance with the Occupational Health and Safety Act	☐ YES	☐ NO
Secure, fenced workshop yard	☐ YES	☐ NO

5.5 Category 3: General Repairs – Mobile

Appropriate Trades

A trade test certificate as issued by the Department of Labour or MERSETA: Diesel Mechanic, Construction Plant Mechanic, Earthmoving Equipment Mechanic.

Equipment

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

A mechanically sound, roadworthy vehicle, equipped with:	☐ YES	☐ NO
A standard Artisan Tool Set as described in Clause 5.4, plus	☐ YES	☐ NO
Allen keys to 16mm	☐ YES	☐ NO
Hollow punches to 25mm	☐ YES	☐ NO
Torque wrenches to 250Nm	☐ YES	☐ NO
½" Drive Socket Set, 10 – 27mm	☐ YES	☐ NO
¾" Drive Socket Set, 24 – 50mm	☐ YES	☐ NO
Sledgehammer, 7kg	☐ YES	☐ NO
Hand or foot operated grease pump	☐ YES	☐ NO
Heavy duty battery jumper cables	☐ YES	☐ NO
Test gauges for transmissions and hydraulic system – up to 500 bar, with hoses and connectors	☐ YES	☐ NO
Oil measure	☐ YES	☐ NO

5.6 Category 4: Replacement of Ground Engaging Tools

Appropriate Trades

Skilled Worker

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:

A mechanically sound, roadworthy vehicle equipped with:	☐ YES	☐ NO
¾" drive T-bar or Power Bar	☐ YES	☐ NO
¾'Drive Extension	☐ YES	☐ NO
¾'Drive Socket 24mm o ¾" Drive Socket 30mm o Sledgehammer – 7 kg	☐ YES	☐ NO
Ball pein hammer – 900-gram o Pin punch – 12mm diameter o Wire brush	☐ YES	☐ NO
Oxy – acetylene cutting equipment (torch, hoses, regulators, cylinders, goggles) Afrox Porta Pak, or similar, is acceptable.	☐ YES	☐ NO
Two axle stands – 30 000kg SWL each	☐ YES	☐ NO
Podger (tapered drift – to align bolt holes)	☐ YES	☐ NO

5.7 Category 5 – On-site Welding (Mobile)

Appropriate Trades

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

Equipment

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

200amp (or larger) engine-driven electric welding set, with 220 volt, 3kVA auxiliary output.	☐ YES	☐ NO
Heavy duty welding cables, 10m long	☐ YES	☐ NO
Oxygen and acetylene cutting and welding equipment (4.6kg cylinders or larger). Hoses must be fitted with anti-flash back devices.	☐ YES	☐ NO
Angle grinder, 2500W, 225mm	☐ YES	☐ NO
A full set of tools related to the welding trade	☐ YES	☐ NO

5.8 Category 6 – Welding and Fabrication

Appropriate Trades

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

Equipment

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

Gantry or similar lifting device: 1.5 tons winch	☐ YES	☐ NO
Electric Welder: 0 – 300amp (MIG preferred)	☐ YES	☐ NO
Oxy-Acetylene welding and cutting set	☐ YES	☐ NO
Mechanical saw (or abrasive disc cutter)	☐ YES	☐ NO
Hydraulic Press: 0 – 20 tons	☐ YES	☐ NO
Welding Table	☐ YES	☐ NO
Assorted Clamps	☐ YES	☐ NO
Angle Grinder: 225mm	☐ YES	☐ NO
Handheld Electric Drills (radial arm drill acceptable)	☐ YES	☐ NO
Drill bits up to 25mm diameter	☐ YES	☐ NO
Tools for measuring and marking out	☐ YES	☐ NO

Premises

Covered working area (90m ² minimum)	☐ YES	☐ NO
Secure, fenced workshop yard	☐ YES	☐ NO
Evidence of good housekeeping and appearance	☐ YES	☐ NO
Evidence of compliance with the Occupational Health and Safety Act	☐ YES	☐ NO

Safety

Fire Extinguishers	☐ YES	☐ NO
First Aid Kit	☐ YES	☐ NO
Workshop Safety Signs	☐ YES	☐ NO

5.9 Category 7: General Machining

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

Appropriate Trade:

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

Minimum Equipment:

Centre lathe: 1200mm between centers, 300mm swing over bed	☐ YES	☐ NO
Hydraulic press: 0 – 20 tons	☐ YES	☐ NO
Gantry: 5 tons winch	☐ YES	☐ NO
Welder: 0 -300amp	☐ YES	☐ NO
Mechanical saw	☐ YES	☐ NO
Universal milling machine	☐ YES	☐ NO
Slot drills, end mills and face mills	☐ YES	☐ NO
Shaping machine	☐ YES	☐ NO
Compressor	☐ YES	☐ NO
Oxy-acetylene welding and cutting set	☐ YES	☐ NO
Angle grinder: 225mm	☐ YES	☐ NO
Handheld electric drill: 13mm	☐ YES	☐ NO
Pillar drill: for MT drills	☐ YES	☐ NO
Drills up to 25mm diameter	☐ YES	☐ NO
Taps and dies (metric and imperial)	☐ YES	☐ NO
Adjustable reamers: 100 – 40mm	☐ YES	☐ NO
Telescopic gauges	☐ YES	☐ NO
Verniers: 0 - 200mm	☐ YES	☐ NO
Dial gauge with magnetic base	☐ YES	☐ NO
Micrometers: external 0 – 150mm	☐ YES	☐ NO

Premises:

Floor space (50m ² minimum)	☐ YES	☐ NO
Evidence of good housekeeping and appearance	☐ YES	☐ NO
Evidence of compliance with Occupational Health and Safety Act	☐ YES	☐ NO

Safety:

Fencing – Security (Optional)	☐ YES	☐ NO
Fire Extinguishers	☐ YES	☐ NO
Firs Aid Kit	☐ YES	☐ NO
Painted Floors (optional)	☐ YES	☐ NO
Workshop Safety Signs	☐ YES	☐ NO

5.10 Category B: Auto Electrical

Appropriate Trade

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

Equipment

The successful Contractors shall have a fully equipped auto electrical workshop. The workshop must be equipped with at least the following:

A mechanically sound roadworthy vehicle	☐ YES	☐ NO
A test bench with facility to test starters, alternators, and distributors	☐ YES	☐ NO
A growler	☐ YES	☐ NO
Battery load tester with at least 300amps capacity	☐ YES	☐ NO
Volt/amp tester: 0-5amps or 1-24 volts		
A diode tester	☐ YES	☐ NO
A regulator tester	☐ YES	☐ NO
A set of hand tools, including:		
0 ¼" drive socket set, 4 – 12mm	☐ YES	☐ NO
Open and ring spanners, 6 – 19mm	☐ YES	☐ NO

Set of flat screwdrivers	☐ YES	☐ NO
Set of pozi screwdrivers # 0-3 (or screwdriver bits)	☐ YES	☐ NO
Set of Phillips screwdrivers # 0 – 3 (or screwdriver bits)	☐ YES	☐ NO
Set of Torx screwdriver bits #T10 – T40	☐ YES	☐ NO
Set Allen Keys, 1.5 – 10mm	☐ YES	☐ NO
Long nose pliers	☐ YES	☐ NO
Circlip pliers, internal and external	☐ YES	☐ NO
Engineer's pliers	☐ YES	☐ NO
Set pin punches, 3 – 10m	☐ YES	☐ NO
Engineer's hammer, 250 grams	☐ YES	☐ NO
Soldering equipment	☐ YES	☐ NO
Battery terminal molds	☐ YES	☐ NO
Pullers, internal and external (50mm and above)	☐ YES	☐ NO

Accreditation

Successful Contractors must be accredited by MIWA as an Auto Electrical Workshop.

5.11. Category 9: Diesel Fuel Injection

Appropriate Trade:

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

Equipment:

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

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

The minimum tooling required for participation in this contract is:

A "brand name "diesel test bench for mechanical injection pumps	☐ YES	☐ NO
Calibration nozzle "pop "holders	☐ YES	☐ NO
Calibration test tubing	☐ YES	☐ NO

Injector nozzle tester	☐ YES	☐ NO
ALDA tester	☐ YES	☐ NO
All the required clamps and measuring devices	☐ YES	☐ NO
Hand tools to dismantle and re-assemble pumps, injectors	☐ YES	☐ NO

Accreditation

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

5.12 Category 10: Turbochargers

Appropriate Trade

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

Earthmoving Equipment Mechanic; Construction Plant Mechanic; Diesel Mechanic; Diesel Fitter.

Equipment:

The successful Contractors must have a fully equipped workshop to carry turbochargers repairs. A manufacturer’s workshop manual/specification sheet must be available before commencing with repairs.

Standard Artisan’s tool set	☐ YES	☐ NO
Magnetic Base Dial Test Indicator	☐ YES	☐ NO
Inside Micrometer set	☐ YES	☐ NO
Torque Wrench	☐ YES	☐ NO
“V” Blocks	☐ YES	☐ NO
Feeler Gauge	☐ YES	☐ NO
Circlip Pliers	☐ YES	☐ NO
Set Allen Keys	☐ YES	☐ NO
Set Torx keys	☐ YES	☐ NO
Various Spanners (i.e., Turbo or Half Moon, Ring and Open-Ended Spanners)	☐ YES	☐ NO
Rubber mallet	☐ YES	☐ NO
Centre Punch	☐ YES	☐ NO

Marking Pen	☐ YES	☐ NO
Masking Tape	☐ YES	☐ NO
Bench vice with Jaw protectors	☐ YES	☐ NO
Parts cleaning facility and cleaning Agent	☐ YES	☐ NO
Hydraulic press	☐ YES	☐ NO
Sandblasting equipment	☐ YES	☐ NO
Suitable Compressor	☐ YES	☐ NO

5.13 Category 11: Automotive Engineering and Engine Assembly

Appropriate Trade:

A trade test certificate as issued by the Department of Labour or MERSETA: Automotive Fitter, Automotive Machinist, Petrol and Diesel Mechanic, Construction Plant Mechanic, Earthmoving Equipment Mechanic.

Equipment:

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

Crankshaft grinder	☐ YES	☐ NO
Line borer	☐ YES	☐ NO
Reboring machine	☐ YES	☐ NO
Conrod resizer	☐ YES	☐ NO
Surface grinder or a milling machine	☐ YES	☐ NO
Valve seat refacer	☐ YES	☐ NO
Valve refacer	☐ YES	☐ NO
Centre lathe	☐ YES	☐ NO
Heated degreasing bath	☐ YES	☐ NO
Dynamometer suitable for the testing of all engines which may require repair in terms of this Contract.	☐ YES	☐ NO

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

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

Accreditation

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

5.14 Category 12: Gearbox, Transmission and Differential Repair (Including in board wet brakes)

Appropriate Trade:

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

Motor Mechanic, Diesel Mechanic, Construction Plant Mechanic, Earthmoving Equipment Mechanic, Machine Fitter with experience in gearboxes and differentials.

Equipment:

The successful Contractors must have a fully equipped workshop for the repair and overhaul of automotive gearboxes and transmissions. The Workshop should be equipped with at least the following items:

Suitable lifting equipment	☐ YES	☐ NO
Workshop compressor	☐ YES	☐ NO
2 axle stands per bay	☐ YES	☐ NO
Work benches and vices	☐ YES	☐ NO
Parts cleaning facility	☐ YES	☐ NO
Relevant pullers and special tools for bearings and gear removal	☐ YES	☐ NO
3 tons press	☐ YES	☐ NO
Torque converter flusher (optional)	☐ YES	☐ NO
Equipment to hold engines while removing transmission	☐ YES	☐ NO
Set spanners, 6 – 32mm	☐ YES	☐ NO
Stillson wrench	☐ YES	☐ NO
Socket set, 8 – 32mm	☐ YES	☐ NO
Set of chisels – small	☐ YES	☐ NO
Duralite hammer, 450gram (or copper)	☐ YES	☐ NO
Engineer’s hammers, 250gram and 450 grams	☐ YES	☐ NO

Pair side cutting pliers	☐ YES	☐ NO
Pair gas pliers	☐ YES	☐ NO
Radiator cleaner	☐ YES	☐ NO
Pair long nose pliers	☐ YES	☐ NO
Circlip pliers, internal and external	☐ YES	☐ NO
Vice grip	☐ YES	☐ NO
Set Allen keys, 5 – 16mm	☐ YES	☐ NO
Set of Torx keys (T15 – T50)	☐ YES	☐ NO
Torque wrench/es, 1 – 250Nm	☐ YES	☐ NO
Set measuring instruments	☐ YES	☐ NO
Centre punch	☐ YES	☐ NO
Set pin punches – up to 10mm	☐ YES	☐ NO
Set Phillips screwdrivers	☐ YES	☐ NO
Sliding hammer	☐ YES	☐ NO
Creeper	☐ YES	☐ NO
Electric drill	☐ YES	☐ NO
Pencil grinder	☐ YES	☐ NO
Bench grinder	☐ YES	☐ NO
Facility to heat bearings	☐ YES	☐ NO
Multimeter	☐ YES	☐ NO
Oxy-acetylene welder	☐ YES	☐ NO
Electric welder	☐ YES	☐ NO
1 lead light per bay	☐ YES	☐ NO

Premises:

Floor space (75m ² minimum)	☐ YES	☐ NO
Evidence of good housekeeping and appearance	☐ YES	☐ NO
Evidence of compliance with the Occupational Health and Safety Act	☐ YES	☐ NO

Safety:

Fencing – security (optional)	☐ YES	☐ NO
First Aid Kit	☐ YES	☐ NO
Fire extinguishers	☐ YES	☐ NO
Painted floors (optional)	☐ YES	☐ NO
Workshop safety signs	☐ YES	☐ NO

General:

Record keeping procedure for products repaired and sold	☐ YES	☐ NO
Identification procedure for units	☐ YES	☐ NO

Accreditation:

Successful Contractors must be accredited by MIWA as an Automotive Transmission and Driveline workshop.

5.15. Category 13: Drive Line Repairs (including prop shaft, side shaft, cv Joint, etc.)

Appropriate Trades

Skilled worker with minimum 4 years' experience.

Equipment:

The successful Contractor will have a fully equipped workshop for the repair and overhaul of automotive prop shafts and driveline components. The workshop must have the following equipment, at minimum:

2 axle stands per bay – 1000kg SWL each	☐ YES	☐ NO
Work benches with vices	☐ YES	☐ NO
Parts cleaning facility	☐ YES	☐ NO
Hydraulic press – 3 ton	☐ YES	☐ NO
Set spanners, 6 -32mm	☐ YES	☐ NO
Socket set, 8 – 32mm	☐ YES	☐ NO

Set of chisels, small	☐ YES	☐ NO
Duralite hammer, 450gram (or copper)	☐ YES	☐ NO
Engineers' hammers, 250gram and 450gram	☐ YES	☐ NO
Pair side cutting pliers	☐ YES	☐ NO
Pair gas pliers	☐ YES	☐ NO
Pair long nose pliers	☐ YES	☐ NO
Circlip pliers, internal and external	☐ YES	☐ NO
Vice grip	☐ YES	☐ NO
Set Allen keys, 5 – 16mm	☐ YES	☐ NO
Set of Torx key T15 – T50	☐ YES	☐ NO
Torque wrench, 1 0 250Nm	☐ YES	☐ NO
Appropriate welding equipment (CO ²)	☐ YES	☐ NO
Oxy – acetylene welder	☐ YES	☐ NO
1 lead light per bay	☐ YES	☐ NO
Prop shaft balancing machine	☐ YES	☐ NO
Centre lathe	☐ YES	☐ NO
Arbor press	☐ YES	☐ NO

Premises:

Floor space (75m ²)	☐ YES	☐ NO
Evidence of good housekeeping and appearance	☐ YES	☐ NO
Evidence of compliance with the Occupational Health and Safety Act	☐ YES	☐ NO

Safety

Fencing – security (optional)	☐ YES	☐ NO
First aid kit	☐ YES	☐ NO
Painted floors (optional)	☐ YES	☐ NO
Floor space (75m ²)	☐ YES	☐ NO

Accreditation

Successful Contractors must be accredited by ACRA for the reconditioning of prop shafts and cv joints.

5.16. Category 14: Brake and Clutch Friction Component Repairs (excluding inboard wet brakes)

Appropriate Trade

Skilled workers with a minimum of 4 years' experience.

Equipment and Material:

The successful Contractors must have a well-equipped workshop with areas for different tasks clearly demarcated.

NB: Firms that undertake the bonding of automotive disc brake pads will not be accepted for registration on this contract.

The specification of all materials used must, at the very minimum, be equal to the equipment manufacturer's standards. The method of working, equipment available and materials used by the Contractor must comply with the requirements of SABS 1087: 1985 (The Manufacture of Reconditioned Brake Shoe Assemblies).

The Successful Contractors will have at least the following equipment available

Gas burner, or mechanical means of removing worn linings	☐ YES	☐ NO
Finishing machine	☐ YES	☐ NO
Sandblaster, or similar cleaning machine	☐ YES	☐ NO
Thermostatic oven with pyrometric control and adequate circulation to ensure even temperature	☐ YES	☐ NO
Radius grinder with calibrations for depth of cut and measuring gauges must be on hand	☐ YES	☐ NO
Machine for skimming brakes discs	☐ YES	☐ NO
Bonding bands with turn buckles	☐ YES	☐ NO
Finishing machines or side grinder	☐ YES	☐ NO
Precision measuring instruments (vernier/micrometer)	☐ YES	☐ NO
Compressor	☐ YES	☐ NO
Pneumatic or hydraulic press	☐ YES	☐ NO
Riveting machine	☐ YES	☐ NO
Drilling machine	☐ YES	☐ NO
Brake drum lathe – up to 250mm diameter drums	☐ YES	☐ NO
Brake drum lathe – for heavy vehicles	☐ YES	☐ NO

Brake drum grinder (for removing hard spots)	☐ YES	☐ NO
Dial gauge for measuring run-out	☐ YES	☐ NO
Grinding machine for refacing clutch pressure plates	☐ YES	☐ NO
Setting and stripping table with appropriate gauges	☐ YES	☐ NO
Spring tester	☐ YES	☐ NO
Pressure plate tester	☐ YES	☐ NO
Machine for riveting diaphragm type pressure	☐ YES	☐ NO
Suitable bench mounted jigs/run-out mandrel to test trueness of plates	☐ YES	☐ NO

Premises:

Evidence of good housekeeping and appearance	☐ YES	☐ NO
Compliance with Occupational Health and Safety Act	☐ YES	☐ NO
Well-ventilated working areas with effective dust extraction	☐ YES	☐ NO
Well trained and supervised staff	☐ YES	☐ NO

Safety:

Fencing – security (optional)	☐ YES	☐ NO
First aid kit	☐ YES	☐ NO
Painted floors (optional)	☐ YES	☐ NO
Floor space (75mm ²)	☐ YES	☐ NO

Accreditation

Successful Contractors must be accredited by ACRA as a brake shoe reconditioning workshop, in addition be accredited for reconditioning of clutch plates and clutch pressure plates.

5.17. Category 15: Air Brake System and Component Repairs / Mobile

Appropriate Trade

Skilled worker, Diesel Mechanic

Equipment:

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

The minimum equipment required for participation in this Contract is:

Standard Artisan's Tool set, as described in Clause 5.4	☐ YES	☐ NO
Appropriate equipment for testing of air brake components and hydraulic components (pressure hold and release, etc.)	☐ YES	☐ NO
Bench drill	☐ YES	☐ NO
Bench grinder with wire brush wheel	☐ YES	☐ NO
Chemical cleaning bath and rinsing bath	☐ YES	☐ NO
Cylinder honers (for hydraulic cylinders and compressor cylinder barrels)	☐ YES	☐ NO
Glass bead blaster	☐ YES	☐ NO
Hydraulic Press – 5 tons	☐ YES	☐ NO
Pipe cutter for metal and plastic pipe	☐ YES	☐ NO
Pipe bending tool	☐ YES	☐ NO
Pipe swaging tool	☐ YES	☐ NO
Piston ring compressor	☐ YES	☐ NO
Piston ring pliers	☐ YES	☐ NO
Press with safety cage for dismantling spring brake chambers	☐ YES	☐ NO
Welding and cutting set – oxy – acetylene	☐ YES	☐ NO
Welding machine, electric – minimum 140amp workshop compressor	☐ YES	☐ NO
2 – or – 3 leg pullers	☐ YES	☐ NO

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

A mechanically sound roadworthy vehicle	☐ YES	☐ NO
Standard Artisan's Tool Set, as described in Clause 5.4	☐ YES	☐ NO
Test gauges for air and hydraulic systems	☐ YES	☐ NO
Quantity of air brake plastic pipe	☐ YES	☐ NO
Assortment of plastic pneumatic pipe fittings	☐ YES	☐ NO

Premises:

Evidence of good housekeeping and appearance	☐ YES	☐ NO
Evidence of compliance with the Occupational Health and Safety Act	☐ YES	☐ NO

Safety:

Secure Workshop Premises	☐ YES	☐ NO
Fire Extinguishers	☐ YES	☐ NO
First Aid Kit	☐ YES	☐ NO
Painted Floors (optional)	☐ YES	☐ NO
Workshop safety signs	☐ YES	☐ NO

Accreditation:

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

5.18. **Category 16: Radiator, Oil Cooler Repairs & Fuel Tanks**

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

Appropriate Trade:

Skilled Worker

Equipment:

The minimum equipment required for participation in this contract is:

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

The Contractor must be able to carry out combustion leak tests to identify problems and to minimize major repairs in future. The quality of material must, at very minimum, be equal to the manufacturer's standards.

Accreditation:

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

Premises:

Floor area (75mm ² minimum)	☐ YES	☐ NO
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5.19. Category 17: De-rusting and Respray

The successful Contractors must have a clean workshop and or a mechanically sound, roadworthy vehicle specifically equipped to carry out de-rusting & respray.

Appropriate Trade:

Skilled worker with a minimum of 4 years' experience.

3 spray guns (prime, colour, polyester/rubberized)	☐ YES	☐ NO
Suitable compressor	☐ YES	☐ NO
Respirators/masks	☐ YES	☐ NO
Adequate pressure hoses	☐ YES	☐ NO
Polishing machine	☐ YES	☐ NO
Portable angle grinder	☐ YES	☐ NO

Portable drilling machine	☐ YES	☐ NO
Sander	☐ YES	☐ NO
Wilding machine	☐ YES	☐ NO
Gas bottles & gas welding equipment	☐ YES	☐ NO
Pop rivet machine	☐ YES	☐ NO

5.20. Category 18: Accident Repairs

Appropriate Trade:

A trade test certificate as issued by the Department of Labour or MERSETA: Panel Beater and Spray Painter

Accreditation

The successful Contractor must be registered by SAMBRA as a Non-Structural Repairer. The following equipment is required as a minimum:

Equipment:

<i>Paint shop:</i>		
Spray room with extraction/filtration combination unit. Must comply with OHSA requirements, or	☐ YES	☐ NO
spray booth/oven combination.	☐ YES	☐ NO
3 spray guns (prime/colour/polyester and rubberized)	☐ YES	☐ NO
Suitable compressor, with register for pressure vessel.	☐ YES	☐ NO
In-line air filter, including water/particle filter.	☐ YES	☐ NO
Respirators with fresh air supply	☐ YES	☐ NO
Paint shop stands, not 200l drums	☐ YES	☐ NO
Adequate pressure hoses.	☐ YES	☐ NO
Polishing machine	☐ YES	☐ NO
<i>Repair Shop:</i>		
2-ton garage (trolley) jack	☐ YES	☐ NO
Tool trolleys/tool cupboards	☐ YES	☐ NO
Basic artisan tools	☐ YES	☐ NO
Creeper	☐ YES	☐ NO
Vacuum cleaner	☐ YES	☐ NO

Orbital sander	☐ YES	☐ NO
Headlamp focusing machine	☐ YES	☐ NO
<i>Premises:</i>		
Workshop premises to comply with OHSA requirements	☐ YES	☐ NO
Workshop floors must be clean and oil free	☐ YES	☐ NO
Adequate lighting with no faulty globes or tubes	☐ YES	☐ NO
Working area must be well ventilated	☐ YES	☐ NO
General business to be conducted in a workshop which is roofed and walled	☐ YES	☐ NO
Storage facilities for parts	☐ YES	☐ NO
Secure storage facilities for vehicles	☐ YES	☐ NO
Floor space (92mm ² minimum)	☐ YES	☐ NO

5.21 Category 19: Automotive Glass Replacement

Successful Contractors will have a workshop suitably equipped to remove and replace automotive windscreens and other safety glass. The successful Contractors must be able to carry out all glazing tasks on site if required by the Municipality.

Appropriate Trade:

Skilled worker

Equipment:

The minimum equipment required for participation in this contract is:

A mechanically sound vehicle with the necessary tools and equipment to require carrying out on-site glazing tasks	☐ YES	☐ NO
Bell pein hammer 250gram	☐ YES	☐ NO
Beading/molding removal tool	☐ YES	☐ NO
Canopy tool	☐ YES	☐ NO
Circlip pliers, external	☐ YES	☐ NO
Dashboard guard	☐ YES	☐ NO
Dolly – for adjusting the shape of pinch weld seams	☐ YES	☐ NO
Extension lead – minimum 10m long	☐ YES	☐ NO
Hand broom and tray	☐ YES	☐ NO

Handheld electric drill (12-volt battery drill acceptable)	☐ YES	☐ NO
Hook tool	☐ YES	☐ NO
Heavy duty caulking gun	☐ YES	☐ NO
Industrial vacuum cleaner to remove shattered glass	☐ YES	☐ NO
Piercing tool	☐ YES	☐ NO
Pop rivet gun	☐ YES	☐ NO
Portable windscreen stands	☐ YES	☐ NO
Putty knives – broad and narrow	☐ YES	☐ NO
Rope (for rubber jobs, kept in tin with talcum powder)	☐ YES	☐ NO
Set of flexible combination spanners, 8 to 24 mm	☐ YES	☐ NO
Set of screwdrivers, flat and Pozi	☐ YES	☐ NO
Set of Torx spanners (or screwdriver bits)	☐ YES	☐ NO
Sharp chisel	☐ YES	☐ NO
Side cutter	☐ YES	☐ NO
Socket set, 8 tot 19mm	☐ YES	☐ NO
Stanley knife with spare blades	☐ YES	☐ NO
Suction cups (2) (preferably single cup type)	☐ YES	☐ NO
Wire cutting handles	☐ YES	☐ NO

Premises

Fencing – security (optional)	☐ YES	☐ NO
Dashboard guard	☐ YES	☐ NO
Fire extinguishers	☐ YES	☐ NO
First Aid Kit	☐ YES	☐ NO
Painted floors (optional)	☐ YES	☐ NO
Workshop safety signs	☐ YES	☐ NO

Safety

Evidence of good housekeeping and appearance	☐ YES	☐ NO
Evidence of compliance with the Occupational Health and Safety Act	☐ YES	☐ NO



5.21. Category 20: Upholstery Repairs and Automotive Body Trimming

The successful contractors will have a workshop suitable equipped for the re-upholstery and repair of vehicle seats (including operator's seats for construction plant) as well as the manufacture, repair and fitting of automotive body trimming, such as door panels and roof lining.

Appropriate Trade:

Skilled worker with a minimum of 4 years' experience.

Equipment:

The minimum equipment required for participation in this contract is:

Sewing machine – walking foot type	☐ YES	☐ NO
Welding equipment (gas or electric)	☐ YES	☐ NO
Angle grinder (115mm diameter)	☐ YES	☐ NO
Hog ring pliers	☐ YES	☐ NO
Workshop compressor	☐ YES	☐ NO
Staple gun (air or electric)	☐ YES	☐ NO
Scissors	☐ YES	☐ NO
Straight edge	☐ YES	☐ NO
Square	☐ YES	☐ NO
Electric hand drill with assorted bits	☐ YES	☐ NO
Set engineers screwdrivers – flat	☐ YES	☐ NO
Pozi screwdrivers, # 1 – 3 (or screwdriver bits)	☐ YES	☐ NO
Set spanners 6mm to 19mm	☐ YES	☐ NO
Set ¼"and 3/8" drive sockets 6mm tot 19mm	☐ YES	☐ NO
Set Torx screwdriver bits # T10 – T45	☐ YES	☐ NO
Set Torx sockets # E3 – E10	☐ YES	☐ NO
Set spline screwdriver bits 5mm, 6mm, 8mm, 10mm, 12mm	☐ YES	☐ NO

Premises

Adequate ventilation when using solvent-based adhesives	☐ YES	☐ NO
Evidence of compliance with OHSA	☐ YES	☐ NO

5.22. Category 21: Hydraulic Hose Repairs

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

Appropriate Trade:

Skilled Worker

Equipment:

The minimum Equipment required for participation in this contract is:

Hose cutting machine with metal blade. Hose cutting by means of an abrasive disc is not acceptable as this method leaves rubber particles in the bore of the hose.	☐ YES	☐ NO
Machine for installing hose fittings (to suit type of fittings in use)	☐ YES	☐ NO
Gauges for checking crimping of fittings	☐ YES	☐ NO
Machine for skiving hoses	☐ YES	☐ NO
Pipe flaring tool	☐ YES	☐ NO
Pipe bending tool	☐ YES	☐ NO

5.23. Category 22: Specialized Hydraulic Component Repairs (excluding replacement & manufacture of hydraulic hoses)

The successful Contractors must have a clean workshop specifically equipped to carry out the repairs of hydraulic componentry.

Appropriate Trade:

A trade test certificate as issued by the Department of Labour or MERSETA: Construction Mechanic, Earthmoving Plant Mechanic, Diesel Mechanic, Fitter and Turner

Equipment:

The minimum equipment required for participation on this Contract is:

Chain vices to grip cylinders with diameter between 0 and 300mm	☐ YES	☐ NO
Chain wrench to grip cylinders with diameter between 0 and 300mm	☐ YES	☐ NO
Stillson wrench approximately 900mm length	☐ YES	☐ NO
Inside micrometers – 0 to 300mm and telescopic gauge	☐ YES	☐ NO
Hydraulic test gauges 0 to 300 bar	☐ YES	☐ NO
Full set of hand tools, including:		
Spanners, 6 – 32mm	☐ YES	☐ NO
Adjustable spanner, 300mm	☐ YES	☐ NO
Set ½" drive sockets, 10 – 27mm o set ¾" drive sockets 24 – 50mm o set Allen keys, 2 – 16mm	☐ YES	☐ NO
Circlip pliers, internal and external,	☐ YES	☐ NO
"C" spanners	☐ YES	☐ NO
Hydraulic test bench for testing of pups, motors, rams, and valve banks. Max flow – not less than 120 liters/min; max pressure – not less than 300 bars. The test bench should consist of a power unit, valve bank, adjustable relief valves and gauges (pressure, flow, and rev. counter). It must include a variable speed drive for testing pumps.	☐ YES	☐ NO
Electric welder – minimum 200 amp	☐ YES	☐ NO
MIG welder (optional)	☐ YES	☐ NO
Centre lathe	☐ YES	☐ NO
Universal milling machine	☐ YES	☐ NO
Honing machine for hydraulic cylinders up to 300mm diameter and 3000mm long	☐ YES	☐ NO
Hydraulic press – 20 ton	☐ YES	☐ NO

Steel workbench	☐ YES	☐ NO
Supports for cylinders under repair	☐ YES	☐ NO
Spray gun and compressor	☐ YES	☐ NO
Bench grinder	☐ YES	☐ NO
Portable angle grinder	☐ YES	☐ NO

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

Premises:

Evidence of good housekeeping and appearance	☐ YES	☐ NO
Evidence of compliance with Occupational Health and Safety Act	☐ YES	☐ NO

Safety:

Fencing – security (optional)	☐ YES	☐ NO
Fire Extinguishers	☐ YES	☐ NO
First Aid Kit	☐ YES	☐ NO
Painted floors (optional)	☐ YES	☐ NO
Workshop Safety Signs	☐ YES	☐ NO

5.24 Category 23: Minor Plant / Machinery Repairs

The successful Contractors will have a clean workshop suitable equipped to carry out repairs to small petrol-engine driven machinery such as mowers, brush cutters, chain saws, generators, etc.

Appropriate Trade:

Skilled worker with a minimum of 4 years' experience

Equipment:

2 – 3 – leg puller	☐ YES	☐ NO
Standard Artisan's Tool set, as described in Clause 5.4, plus:		
¼" drive socket set, 4 – 12mm	☐ YES	☐ NO
½" drive socket set, 10 – 24mm	☐ YES	☐ NO
Spark plug spanner	☐ YES	☐ NO
Set Torx screwdriver bits, T10 – T40	☐ YES	☐ NO
Bench Grinder	☐ YES	☐ NO
Chain grinder (optional)	☐ YES	☐ NO
Coil tester (optional)	☐ YES	☐ NO
Crankcase pressure tester (optional)	☐ YES	☐ NO
Handheld electric drill	☐ YES	☐ NO
Handheld tachometer (optional)	☐ YES	☐ NO
Oil measures	☐ YES	☐ NO
Parts cleaning facility	☐ YES	☐ NO
Pressure washer	☐ YES	☐ NO
Soldering equipment	☐ YES	☐ NO
Workbench with vice	☐ YES	☐ NO
Welding plant – electric 140amp minimum	☐ YES	☐ NO
Welding plant – oxy – acetylene	☐ YES	☐ NO

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

Premises:

Demarcated wash bay with effective grease trap	☐ YES	☐ NO
Evidence of good housekeeping and appearance	☐ YES	☐ NO
Evidence of compliance with Occupational Health and Safety Act	☐ YES	☐ NO

Fencing – security (optional)	☐ YES	☐ NO
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Safety:	
Fire Extinguishers	☐ YES ☐ NO
First Aid Kit	☐ YES ☐ NO
Painted floors (optional)	☐ YES ☐ NO
Workshop Safety Signs	☐ YES ☐ NO

5.24 Category 25: Fitment Centres: Vehicles <3500kg

The successful Contractors must have a clean workshop equipped to carry out one or more of the following tasks:

- Repair and replace exhaust systems
- test and replace shock absorbers
- replace number plates.

Appropriate Trades:

Skilled Worker with 4 years' experience (Diesel Mechanic, Motor Mechanic acceptable)

Equipment:

The following equipment is the minimum requirement:

Standard artisan's tool set, as described in Clause 5.4, plus:	
½" drive socket set, 10 – 27mm	☐ YES ☐ NO
2 or 4 post vehicle hoists, with free-wheel facility (optional)	☐ YES ☐ NO
Trestles or jack stands (8)	☐ YES ☐ NO
Trolley jack – 5 tons	☐ YES ☐ NO
Exhaust stands, to support exhaust pipe/silencer under vehicle (4)	☐ YES ☐ NO
Exhaust pipe bending tool (optional)	☐ YES ☐ NO
Oxy-acetylene welding set	☐ YES ☐ NO
Shock absorber testing machine (optional)	☐ YES ☐ NO
MacPherson strut press or spring clamps	☐ YES ☐ NO
Compressor	☐ YES ☐ NO

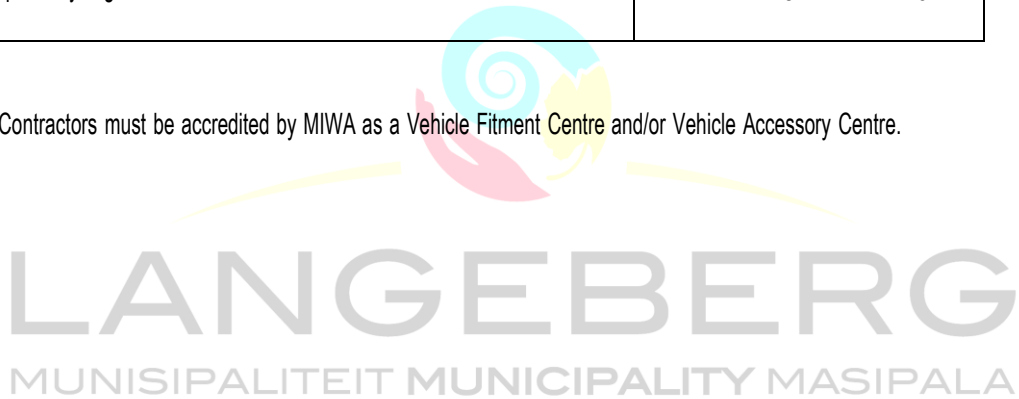
Premises:

Floor space (90m ² minimum)	☐ YES	☐ NO
Evidence of good housekeeping and appearance	☐ YES	☐ NO
Evidence of compliance with the Occupational health and Safety Act	☐ YES	☐ NO

Safety:

Fencing – security (optional)	☐ YES	☐ NO
Fender covers	☐ YES	☐ NO
Fire extinguishers	☐ YES	☐ NO
First Aid Kit	☐ YES	☐ NO
Painted floors (optional)	☐ YES	☐ NO
Workshop Safety Signs	☐ YES	☐ NO

Accreditation Successful Contractors must be accredited by MIWA as a Vehicle Fitment Centre and/or Vehicle Accessory Centre.



5.24. Category 26: Bin Lining

The successful Contractors must have a clean workshop equipped to carry out bin lining.

Appropriate Trades:

Skilled Worker with 4 years' experience.

Equipment:

The following equipment is the minimum requirement:

Standard artisan's tool set, as described in Cause 5.4, plus:	☐ YES	☐ NO
Bin lining machine	☐ YES	☐ NO
Suitable compressor	☐ YES	☐ NO
Mix ratio spray gun.	☐ YES	☐ NO
Portable angle grinder	☐ YES	☐ NO
Sander	☐ YES	☐ NO
Respirator or masks	☐ YES	☐ NO
A designated well-ventilated spray area.	☐ YES	☐ NO

5.25. Category 27: Vacuum and Centrifugal Pumps: Service & Repairs

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

Equipment:

The following equipment is the minimum requirement: 2 – 3 leg pullers

Standard Artisan's tool set	☐ YES	☐ NO
1/4" Drive Socket Set 4 – 12mm	☐ YES	☐ NO
1/2" Drive Socket Set 10 – 14mm	☐ YES	☐ NO
Parts cleaning facility	☐ YES	☐ NO
Workbench with vice	☐ YES	☐ NO
Spanners 6 – 32mm	☐ YES	☐ NO
Adjustable Spanners	☐ YES	☐ NO
Circlip Pliers, internal and external	☐ YES	☐ NO

Hydraulic Press 20 Ton	☐ YES	☐ NO
Engineering Hammer	☐ YES	☐ NO
Vice Grip	☐ YES	☐ NO
Set Allen Keys 5 – 16mm	☐ YES	☐ NO
Torque Wrenches	☐ YES	☐ NO
Set Phillips Screwdrivers	☐ YES	☐ NO
Equipment to test Pressure Gauges	☐ YES	☐ NO
Grease Pump	☐ YES	☐ NO
Lifting Equipment	☐ YES	☐ NO

Premises:

Floor Space (200m ²)	☐ YES	☐ NO
Demarcated Wash Bay with effective grease trap	☐ YES	☐ NO
Evidence of good housekeeping and appearance	☐ YES	☐ NO
Evidence of compliance with the Occupational Health and Safety	☐ YES	☐ NO

Safety

Secure Workshop Premises	☐ YES	☐ NO
Fire Extinguisher	☐ YES	☐ NO
First Aid Kit	☐ YES	☐ NO
Painted floors (optional)	☐ YES	☐ NO
Workshop Safety Sign	☐ YES	☐ NO

5.27 Category 28: Speedo & Rev. Counter Repairs

The successful Contractors must have a clean workshop specially equipped to carry out repairs to speedometers, tachographs, hour meters and their associated drives. In addition, the successful Contractors must have a suitable equipped vehicle to enable them to undertake repairs away from their base. It is accepted that contractors may specialize in one franchise, e.g., Keinsle. This information must be disclosed on the form entitled 'General Details of Bidders'.

Appropriate Trades:

Skilled worker, with a minimum of 4 years' experience gained with the Contractor.

Equipment:

The minimum requirement for participation in this contract is: A mechanically sound vehicle, equipped with the following:

Open and ring spanners 6 -27mm		
Set instrument screwdrivers	☐ YES	☐ NO
Set engineer's screwdrivers, flat and Pozi	☐ YES	☐ NO
Long nose pliers	☐ YES	☐ NO
Side cutting pliers, 2 10mm and 140mm	☐ YES	☐ NO
Engineer's pliers	☐ YES	☐ NO
Water pump pliers	☐ YES	☐ NO
Vice grip	☐ YES	☐ NO
Set Allen keys, 1.5-10mm	☐ YES	☐ NO
Set Torx keys, T10 – T40	☐ YES	☐ NO
Crimping pliers – for AMP terminals	☐ YES	☐ NO
Crimping pliers – for mini timer terminals	☐ YES	☐ NO
Crimping tool for speedometer and tachograph flexible drives	☐ YES	☐ NO
Hacksaw	☐ YES	☐ NO
Vice	☐ YES	☐ NO
Soldering iron	☐ YES	☐ NO
Handheld electric drill	☐ YES	☐ NO
Multi-meter-digital display, analogue readout	☐ YES	☐ NO
W-K meter	☐ YES	☐ NO
Handheld tachometer	☐ YES	☐ NO
Assortment Crimp-type automotive cable connectors	☐ YES	☐ NO
Assortment flexible drive cable ends and connectors	☐ YES	☐ NO

Workshop:

All tooling specified for the service vehicle must be duplicated in the Workshop, plus the following items:

Calibration machine(s) for mechanical and electronic drives	☐ YES	☐ NO
Tachograph card analyzer	☐ YES	☐ NO
Variable DC power supply	☐ YES	☐ NO
Pedestal drill	☐ YES	☐ NO
Workbench with vice	☐ YES	☐ NO
Bench grinder	☐ YES	☐ NO
Soldering station	☐ YES	☐ NO

Premises

Evidence of good housekeeping and appearance	☐ YES	☐ NO
Evidence of compliance with Occupational Health and Safety Act	☐ YES	☐ NO
Hard standing (preferably under cover) not less than 6m x 4m	☐ YES	☐ NO
Easy access for heavy goods vehicles requiring attention.	☐ YES	☐ NO

NB: All tachographs which have been repaired must be tested and issued with a certificate of accuracy

5.26. Category 29: Spring Repairs

The successful Contractors will have a workshop specifically equipped for the repair and manufacture of automotive – type leaf springs and coil springs.

Appropriate Trade:

Skilled Worker with a minimum of 4 years' experience. It is preferable that the workshop supervisor is a qualified Boilermaker or spring smith.

Equipment:

Heat treatment furnace	☐ YES	☐ NO
Oil quenching bath	☐ YES	☐ NO
Hydraulic press for setting springs	☐ YES	☐ NO
Hydraulic press for dismantling and reassembling leaf springs	☐ YES	☐ NO
Hydraulic press for testing/compressing coil springs	☐ YES	☐ NO

Spring coiling machine	☐ YES	☐ NO
Spring eye forming machine	☐ YES	☐ NO
Rockwell hardness testing machine	☐ YES	☐ NO
Centre lathe	☐ YES	☐ NO
Milling machine	☐ YES	☐ NO
Threading machine	☐ YES	☐ NO
Bench grinder	☐ YES	☐ NO
Anvil	☐ YES	☐ NO
Work benches for dismantling and assembling springs	☐ YES	☐ NO
Storage racks for material	☐ YES	☐ NO

Premises

Evidence of good Housekeeping and appearance	☐ YES	☐ NO
Evidence of compliance with Occupational Health and Safety Act	☐ YES	☐ NO

Safety:

Fencing – security (optional)	☐ YES	☐ NO
Fire Extinguishers	☐ YES	☐ NO
First Aid Kit	☐ YES	☐ NO
Painted floors (optional)	☐ YES	☐ NO
Workshop Safety signs	☐ YES	☐ NO

5.28 Category 30: Statutory Inspection and Testing of Pressure Vessels

The successful contractors will be equipped to carry out the inspection and testing of pressure vessels in accordance with the requirements of the relevant regulations contained within the Occupational Health and Safety Act.

Accreditation:

Successful contractors must be L.M>E and L.M.I Accredited.

Appropriate Trade:

Each Inspector must hold a valid certificate as a Competent Person (Pressure Vessels) issued by the South African Qualification and Certification Committee.

Equipment:

Wall thickness gauge	☐ YES	☐ NO
Calibrated pressure gauge	☐ YES	☐ NO
Test pump, with pipe and assortment of commonly used connections.	☐ YES	☐ NO

5.29 Category 31: Statutory Inspection and Testing of Lifting Equipment

The successful Contractor will be equipped to carry out the inspection and load testing of all types of lifting equipment in accordance with the requirements of the relevant regulations contained in the Occupational Health and Safety Act.

Accreditation:

Successful contractors must be L.M.E. and L.M.I Accredited.

Appropriate Trade:

Each Inspector must be deemed to be a Competent Person in terms of the Occupational Health and Safety Act. Each Inspector must be eligible for registration by the Engineering Council of South Africa as a Lifting Machine Inspector to comply with the revised regulations which are expected to come into force during the period of this contract.

Equipment:

Dead weights and/or load cells and/or other equipment used to apply a proof load	☐ YES	☐ NO
Equipment to measure deflection of crane beams	☐ YES	☐ NO
Equipment to measure elongation of slings	☐ YES	☐ NO

All test equipment must be regularly calibrated, and a valid calibration certificate must be made available to the Municipality prior to the commencement of each load test.

- Vernier Caliper
- Engraving pen (or number and letter stamps)

5.30 Category 32: Thread and Bolt Repairs

Appropriate Trades

Skilled Worker with 4 years' experience

Equipment:

A mechanically sound, roadworthy vehicle equipped with:

Standard Artisan's Tool Set	☐ YES	☐ NO
Pneumatic drilling machine	☐ YES	☐ NO
Welding machine (140amps)	☐ YES	☐ NO
Generator	☐ YES	☐ NO
Compressor	☐ YES	☐ NO

Drill bits (3 to 30mm)	☐ YES	☐ NO
Taps (3 to 3mm) – metric and imperial	☐ YES	☐ NO
5m air hose	☐ YES	☐ NO
HELICOIL's (3 to 30mm) – metric and imperial	☐ YES	☐ NO
Cutting fluid or spray	☐ YES	☐ NO

5.31 Category 33: Vehicle Air Conditioner Repairs

The successful Contractors must have a well-equipped air conditioner repair workshop, having the following facilities and equipment:

Appropriate Trades:

Candidate must be qualified in vehicle air conditioning and safe handling of refrigerants R134A (certificate must be Merseta accredited).

Equipment:

The following equipment is the minimum requirement:

Standard Artisan's Tool Set	☐ YES	☐ NO
U.V glasses	☐ YES	☐ NO
U.V Torch	☐ YES	☐ NO
R134A charge & pressure gauge kit	☐ YES	☐ NO
Air conditioning spanner Tool kit	☐ YES	☐ NO
Leak detection kit	☐ YES	☐ NO

5.32 Category 34: Agents

Agents:

- Registered/Approved agents for servicing different brands of vehicles e.g., Toyota etc.
- Have accredited software for the specific brand of vehicle.
- Fully equipped workshop

Accreditation

Successful contractors must be approved by SANS.

Any tender submitted that do not meet the requirements in their specific category, this document will automatically be discarded from the evaluation process.

TEST FOR RESPONSIVENESS

A bid will be considered non-responsive if:

- The bid is not in compliance with the specifications.
 - The bidder has not fully completed and signed where required, all the returnable documents as listed in the bid document.
- The Municipality reserves the right **to accept or reject:**

any variation, deviation, bid offer, or alternative bid offer may cancel the bidding process and reject all bid offers at any time before the formation of a contract.

The Municipality has the right to summarily disqualify any bidder who, either at the date of submission of a bid or at the date of its award, is indebted to the Municipality in respect of any Municipal rate and taxes or municipal service charges for more than three months. However, an agreement signed by the bidder whereby the bidder agrees that a percentage or fixed amounts at the discretion of the municipality, be deducted from payments due to him/her for this bid, until the debt is paid in full, will also be accepted by the Municipality.

REQUIREMENTS

1. Have successfully completed work for three or more municipalities/state departments **(Please attached proof of reference letter).**
2. Must be accredited with the relevant body for the category applies **(Proof to be attached). Except for Categories where only experience is required.**
3. Number of qualified artisans **(Proof required) Except for Categories where only experience is required.**
4. The service provider has a workshop where defective plants, fleet and equipment can be taken in for repairs where repairs cannot be done on site. **(Proof of workshop – municipal account or contract with Landlord)**

PRICING SCHEDULE – PLEASE NOTE

- The prices cast must include all installation costs, labor, transport, etc, all related costs of bringing the service to council, without any hidden costs. Bidders MUST cast their prices/ rates for each item. Failure to cast prices/ rates for each item shall result in automatic disqualification.
- The rate shall remain fixed for the duration of the financial year. No other price adjustments, other than the prices and percentage increases disclosed in the tender pricing schedule, shall be allowed.

REMUNERATION AND PAYMENT

1. GENERAL

Remuneration and Payment for all the repair categories will be as follows:

- 1.1. Competitive fixed labour rates
- 1.2. Competitive transport tariffs

2. PRESCRIBED RATES

2.1. Introduction

In general, however, the Municipality reserves the right to obtain comparative quotes for all categories, from other firms and Contractor.

2.2. Percentage Mark Up

Apart from Category 14 (Brake, and Clutch Repairs), Category 16 (Radiators, Oil Coolers & Fuel Tanks), Category 19 (Automotive Glass Replacement) and Category 25 (Fitment Centers), the percentage mark up on the net price (excluding VAT) of spare parts supplied by a Contractor is 20% per order. The maximum value of the markup is not to exceed Six Thousand Rand (R6 000,00). The supplier's invoice for spares must be provided to the municipality.

For brakes and clutches, radiator repair work and automotive glass replacement, the price quoted from the standard price list utilized by the Contractor to include the mark-up.

For exhausts, shock absorbers and towbars (supplied and fitted by Category 25 Fitment Centers), the Contractor will utilize the standard recommended retail sale price list on the relevant item. The Contractor will be required to apply a discount of 10% (20% on shock absorbers) per item supplied. The cost of supply will include the labor cost to fit the item. No other charges will be accepted for these items.

2.3. Standard Price Lists

Approved Contractors in Categories 13, 15, 19 and 25, where payment is based on a standard price list, will be required to submit their current standard price list to the Municipality at the commencement of the Contract. Any revisions or amendments to the standard price list must be advised to the Municipality. No price increases will be allowed without the prior written approval of the Municipality.

SCHEDULE OF LABOUR RATES						
Contractors must use the table below to indicate the category or categories they wish to bid on be considered for by completing in therelevant price offer (s) l/we the undersigned offer to render the services at the price stated.						
REPAIR CATEG ORY	DISCRIPTION		QT Y	FIXED LABOUR RATE PER HOUR		
				1st Year	2nd Year	3rd Year
1	Major Repairs (trucks, Bakkies, etc.)		1			
2	General Repairs (Construction Plant)		1			
3	General Repairs (Mobile)		1			
4	Replacing GET		1			
5	On site Welding (mobile)		1			
6	Welding & Fabrication		1			
7	General Machining		1			
8	Auto Electrical Repairs		1			
9	Fuel Injection Repairs		1			
10	Turbochargers		1			
11	Automotive Eng. & Engine Assembly		1			
12	Gearbox & Diff. (incl. wet brakes)		1			
13	Prop shaft & Driveline Repairs		1			
14	Brake & Clutch Friction Components		1			
15	Air Brake & Component / Mobile		1			
16	Radiator, Oil Cooler & Fuel Tanks		1			
17	De-rusting & respray		1			
18	Accident Repairs		1			
19	Automotive Glass Replacement		1			
20	Upholstery & Automotive body trim		1			
21	Hydraulic Hose Repairs		1			
22	Hydraulic Component Repairs		1			
23	Minor Plant / Machinery Repairs		1			
24	Fitment Centers		1			
25	Bin Lining		1			
26	Vacuum and Centrifugal Pumps: Service &Repairs		1			
27	Speedo & Rev. Counter Repairs		1			
28	Spring Repairs		1			
29	Statutory Insp. & Testing of Vessels	Testing	1			
		Repairin g	1			
30	Statutory & Insp. & Testing of Lifting Equipment	Testing	1			
		Repairin g	1			
31	Thread & Bolt Repairs		1			
32	Vehicle Air Conditioner Repairs		1			
33	Agents		1			

Towing	Light delivery vehicle per KM					
	Small truck < 4 ton per KM					
	Medium Truck < 8 ton per KM					
	Low bed truck per KM					
TOTAL EXCL VAT						
VAT@ 15%						
GRAND TOTAL						
TOTAL OVER 3 YEARS (CARRIED OVER TO COVER PAGE & FORM OF OFFER)						

Signed

Date

Name

Position.....

LANGEBERG
MUNICIPALITEIT MUNICIPALITY MASIPALA

Tenderer

RETURNABLE SCHEDULE

PROOF OF EXPERIENCE

Vendors must attach to this schedule proof of a minimum of 3 SIMILAR maintenance delivered within the last 3 calendar years.

Failure to submit proof of experience, will result in the Vendor's tender being rejected as non-responsive.

A list of contactable references of the above-mentioned equipment delivered in black ink below.

Description of equipment	Value of equipment	Date delivered	Contact name and number of references

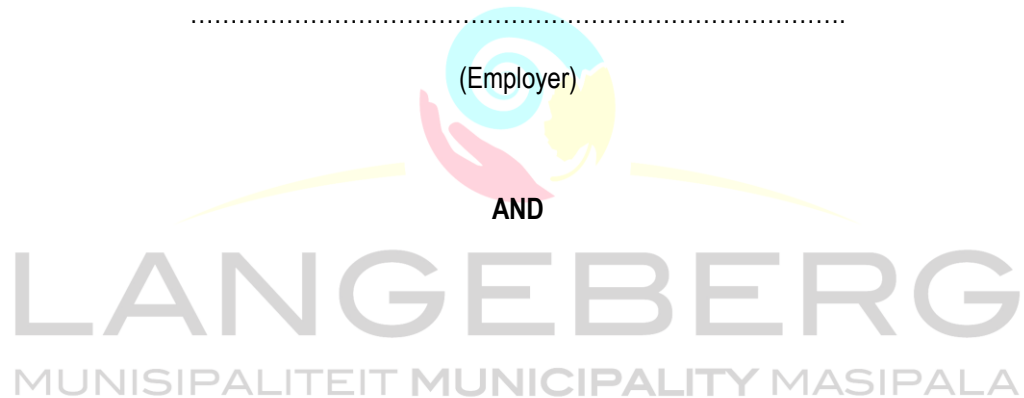
15. CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

WRITTEN AGREEMENT

THIS IS IN TERMS OF SECTION 37(2) OF THE

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993)

BETWEEN:



(Mandatory)

INTRODUCTION

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

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

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

By ensuring that there is a written agreement in place, the Management of

..... is acting in a responsible manner, so as to ensure that this requirement is indeed being met.



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

Management:

WRITTEN AGREEMENT

This is a written agreement between

The EMPLOYER

Name of Employer :.....

and the MANDATORY:

Name of the MANDATORY.....

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

I.....representing the MANDATORY do hereby

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

I furthermore agree to comply with the provisions of the Occupational Health and Safety Act and all incorporated Regulations. I the undersigned undertake to liaise with the employer should I, for whatever reason, be unable to perform in terms of this Agreement.

Signed on this..... day of.....2025 at

Signature.....

On behalf of MANDATORY.....

Signature.....

On behalf of the EMPLOYER.....

COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993

(ACT 130 OF 1993)

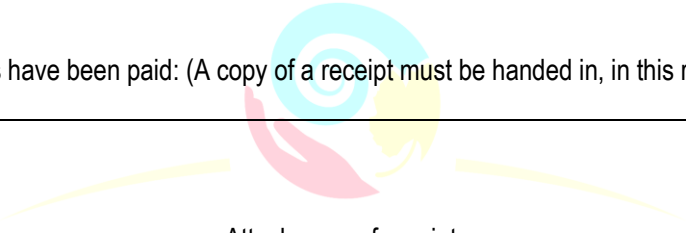
(Employer)..... has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor.

In order to enter into this agreement, the following information is needed regarding the above-mentioned:

1. Contractor's registration number with the office of the Compensation Commissioner:

Registration No. / /
--

2. Proof that assessments have been paid: (A copy of a receipt must be handed in, in this regard.)

 Attach copy of receipt LANGEBERG MUNISIPALITEIT MUNICIPALITY MASIPALA

Signature of Contractor.....

Date:.....

16. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I/We the undersigned is/are duly authorised to do so on behalf of the firm certify that:

1. The information supplied is correct.
2. All copies of relevant information are attached.
3. The BBBEE points claimed are correct and based on owners/shareholders who are actively involved in the day to day management of the enterprise
4. I take note that payment will be effected 30 days after delivery was effected if delivered with an original invoice.
5. If I am classified as a dependant service provider/labour broker as stated in the fourth schedule of the Income Tax act I hereby authorise the LM to deduct PAYE and supply me with a yearly IRP 30 (only if no valid Labour Broker Certificate can be supplied).
6. None of the owners, directors, managers, shareholders or stakeholders of this entity is in the service of the state, or has been in the service of the state in the previous twelve months.
7. In case of a dispute the wording of the original approved Bid Specification Committee Document would prevail.



Signature of authorised person

Date

LANGEBERG
MUNISIPALITEIT MUNICIPALITY MASIPALA

Name

[illegible][illegible][illegible][illegible][illegible][illegible]

LANGEBERG
MUNISIPALITEIT MUNICIPALITY MASIPALA

day of

Commissioner of Oaths