



BID NO: SCMU10-22/23-0020

FOR

**THE PROVISION OF PARTS AND LABOR FOR THE REPAIR,
MAINTENANCE AND OVERHAUL OF PLANT AND VEHICLES
BY FRANCHISE HOLDERS, DEALERSHIP NETWORK AND OR
ORIGINAL EQUIPMENT MANUFACTURERS FOR THE PERIOD
OF THIRTY SIX (36) MONTHS**

BID DOCUMENT

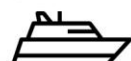
ISSUED BY

DEPARTMENT OF TRANSPORT
PRIVATE BAG X0023
BHISHO
5605

TEL: (043) 6047 652

NAME OF BIDDER: _____

CSD NUMBER: _____



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SECTION 1: BID NOTICE

BID NO: SCMU10-22/23-0020

Bids are hereby invited for the **PROVISION OF PARTS AND LABOUR FOR THE MAINTENANCE, REPAIR AND OVERHAUL OF PLANT AND VEHICLES BY FRANCHISE HOLDERS/ AND OR ORIGINAL EQUIPMENT MANUFACTURERS FOR THE PERIOD OF THIRTY-SIX (36) MONTHS**

Bid documents will be available as of 12h00 on Friday, 25th November 2022 from the **Departmental Website: www.ectransport.gov.za** and **E- Tender Portal: www.e-tenders.gov.za**.

A Compulsory Briefing will be held at **11h00 on the 8th December 2022 at the Department of Public Works, Head Office, Pick and Pay Building boardroom, Bisho.**

The completed Bid documents must be placed in a sealed envelope, clearly marked with the **BID NO: SCMU10-22/23-0020** and full description, **PROVISION OF PARTS AND LABOUR FOR THE MAINTENANCE, REPAIR AND OVERHAUL OF PLANT AND VEHICLES BY FRANCHISE HOLDERS/ AND OR ORIGINAL EQUIPMENT MANUFACTURERS FOR THE PERIOD OF THIRTY-SIX (36) MONTHS** and may be deposited in the Bid Box situated at **Department of Transport, 32 Cowen Close, Old Building, Stellenbosch Park, C Block Foyer, King Williams Town, 5601**, not later than **11H00 on the 19th January 2023** when the bids will be opened in public.

It is the responsibility of the tenderer/s to ensure that bid documents / proposals are submitted on or before closing time and the correct location, as the Department will not take responsibility of wrong delivery. Tenderers using courier services for delivery of their bid documents must ensure the delivery is at the correct place / location and time as the Department will not be held responsible for wrong delivery.

Bidders must take particular note of the following:

- Bids will be evaluated based on the 80/20 preference point system in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and 2017 Regulations thereto and points for B-BBEE status.
- The minimum specifications, rules and special conditions are detailed in the document.
- Only Franchise Holders, Original Equipment Manufacturers and or Dealership Network are required to respond to this expression of Interest.
- Franchise Holders and or Original Equipment Manufacturers are expected to submit responses in respect of the following brands of plant and vehicles:

Earthmoving Machinery	Trucks and Buses	Vans (LDV)	Sedans
Caterpillar	Toyota	Nissan	Volkswagen
Komatsu	Mercedes Benz	Isuzu	Chevrolet
JCB	Fuso	Toyota	
Wirtgen	Nissan (UD)	Mitsubishi	
Bell	Mitsubishi		
Sandvick	Isuzu		

Earthmoving Machinery	Trucks and Buses	Vans (LDV)	Sedans
Volvo	Man		
Hitachi	Tata		
Case			
Simutomo			
Mitsubishi			
MST			
Amman			
Bomag			
Leibher			

- **Failure to comply will render the bid non-responsive.**

No late, posted, telephonic, or faxed bids / proposals will be considered.

Enquiries should be directed to:

Admin Enquiries

Mr. P. Nqikashe
Cell: 067 419 8001

Technical Enquiries

Mr M. I.Giyose
Cell: 079 507 6261

SECTION 2: BID CONDITIONS

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract given in Section 3 and the Department's Policy on Supply Chain Management shall apply to this contract.

1. BID FORM

All bids shall be made on the bid forms incorporated in this document.

2. EVIDENCE OF EXPERIENCE OF BIDDERS

Bidders shall give satisfactory evidence of actual experience in the class of work being bid for, **SCMU10-22/23/0020: PROVISION OF PARTS AND LABOUR FOR THE MAINTENANCE, REPAIR AND OVERHAUL OF PLANT AND VEHICLES BY FRANCHISE HOLDERS, ORIGINAL EQUIPMENT MANUFACTURERS AND OR DEALERSHIP NETWORK FOR THE PERIOD OF THIRTY-SIX (36) MONTHS**, incorporating the following details:

A valid letter of appointment in case of Franchise Holder status from the Original Equipment Manufacturer to sell and support plant and equipment currently owned by the Department of Transport (Eastern Cape)

A valid letter of appointment authorizing the repair centers to render an after sale support within Dealership network arrangements (from Original Equipment Manufacturers/ Vehicle Manufacturers) to plant, equipment and vehicles owned by the Department of (Transport Eastern Cape).

Original Equipment Manufacturers, Franchise Holders and Dealership Network to have Footprint/ Repair facility/ties within the Province of the Eastern Cape with the exception of Districts closer to boundary of Provinces with cities where aftersales service/operation to rendered would cost effective to the Department of Transport (Eastern Cape)

NB: Failure to comply with the above requirements may prejudice the bid as being submitted by an inexperienced Bidder and it may be rejected for such reason.

3. COMPLETION OF BIDS

The Bidder shall complete all forms in black ink.

Mistakes made by the Bidder in the completion of the forms shall not be erased. A line shall be drawn through the incorrect entry and the correct entry shall be written above and the correction initialed by the Bidder. Failure to observe this rule may lead to the bid being disqualified.

Bids shall be ineligible for consideration unless submitted on the forms bound in this document.

A bid shall not be considered if alterations have been made to the bid form, unless such alterations have been duly authenticated by the Bidder, or if any particulars required therein have not been completed in all respects.

No unauthorized amendment shall be made to the bid form or to any other part of the bid document. If any such amendments are made, the bid may be rejected.

Bids submitted in accordance with this bid document shall not have any qualifications. Any point of difficulty of interpretation shall be cleared with the Eastern Cape Department of Transport as early as possible during the bid period. Should any query be found to be of significance, The Eastern Cape Department of Transport will inform all Bidders accordingly as early as possible.

4. SUBMISSION OF BIDS

Each Bidder is required to return the complete set of bid documents with all the required information and complete in all respects.

Bidders shall not tamper with the bid documents which shall be submitted as issued. Any bid documents found to have been unbound and rebound could be deemed to be unacceptable.

Bids, in sealed envelope clearly marked

“Bid No: SCMU10-22/23-0020: PROVISION OF PARTS AND LABOUR FOR THE MAINTENANCE, REPAIR AND OVERHAUL OF PLANT AND VEHICLES BY FRANCHISE HOLDERS, ORIGINAL EQUIPMENT MANUFACTURERS AND OR DEALERSHIP NETWORK FOR THE PERIOD OF THIRTY-SIX (36) MONTHS and the Bidder’s name and address, shall be deposited in the Bid Box situated at **C Block Foyer, Old Stellenbosch Park Building, Department of Transport, Flemming Street, King William’s town, 5601, not later than 11H00 on 19TH January 2023.** Bids may not be faxed or e-mailed. Bids shall be opened in public shortly thereafter. Late bids shall be rejected.

5. DATA TO BE FURNISHED AT BID STAGE

Bidders shall submit with their bids the information that is applicable and as may be required in terms of the specifications and Functionality. The Employer reserves the right, in the event of such details being insufficient, to call for further information. The Bidder shall furnish such additional information within seven (7) days of being called upon to do so.

6. WITHDRAWAL OF BIDS

A Bidder may, without incurring any liability, withdraw his bid. This will be a written advice and received before the date and time of closure of this bid. The Eastern Cape Department of Transport, before the closure of this bid, must receive the notice.

7. COSTS WHICH DEFAULTING BIDDERS MAY BE CALLED UPON TO PAY

Should the Service Provider, after he has been notified of the acceptance of his bid, fail to enter into a contract when called upon to do so, within the period stipulated in the conditions of bid or within such extended period as the Employer may allow, the Service Provider holds himself liable for any additional expense which may incur in having to call for bids afresh and/or in having to accept any less favorable bid and that if he purports to withdraw his bid within the period for which he has agreed that it shall remain open for acceptance.

The Service Provider shall indemnify the Employer from any claim capable of being made against him either under the statute of common law in respect of any damage to any person or property arising out of the execution of this contract.

8. ACCEPTANCE OR REJECTION OF BIDS

Bids may be rejected if they show any additional items not originally included in the bid document. Conditional or incomplete offers, irregularities of any kind in the bid forms, or if the bid rates and amounts are obviously unbalanced and the Bidder, after having been called upon to adjust same in a reasonable manner, fails to do so within a period of seven (7) days having received notification to that effect.

The Employer does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or any part of a bid as it may deem expedient, nor will it assign any reason for the acceptance or rejection of any bid, be it the whole or part of a bid.

9. BIDDER'S BRIEFING

A compulsory bidders meeting and will be convened as follows:

- Venue: Large Boardroom, Department of Public Works, Pick n Pay Building, Bisho
- Date: 8th December 2022
- Time: 11h00

N.B: Failure to attend the briefing will render the Bidder no-responsive and thus disqualified

10. FAILURE TO RETURN BID DOCUMENTS

A Bidder who does not submit a bid does not have to return the bid documents after the closing date for the receipt of bids.

11. TAXES AND LEVIES

Bidders shall exclude Value Added Tax (VAT) in their bid rates.

12. EVALUATION OF BIDS

Bids will be evaluated based on Functionality and Price (incase of more than one Service Provider competing on items as indicated in the table listed on the Bid Notice) based on the 80/20 preference point system in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and 2017 Regulations thereto.

Price

80 points will be awarded to the bidder submitting the lowest price (all other bidders will receive points proportionately thereto):

Calculation of points for B-BBEE status level of contribution

Points will be awarded to a bidder for attaining the B-BBEE status level of contributor in accordance with the table below.

A bid will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution or is a non-compliant contributor. Such a bidder will score zero (0) out of the 20 points available for the B-BBEE status.

B-BBEE Status level of Contributor	Points
1	20
2	18
3	14
4	12
5	8
6	6

7	4
8	2
Non –Compliant	0

13. BID VALIDITY PERIOD

Bids must remain valid for a period of **NINETY (90) days** from the closing date of the bid.

14. ACCEPTANCE OF BID

The Department does not bind itself to accept the lowest or any bid received and reserves the right to accept the whole or part of the bid.

SECTION 3: GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

- The latest General Conditions of Contract [GCC] and Contract Law shall be applicable to this Quotation and obtainable by visiting the National Treasury website at www.treasury.gov.za.
- Bidders must familiarize themselves with these GCCs

SPECIAL CONDITIONS OF CONTRACT

A.1 GENERAL PROVISIONS

A.1.1 Language/s and Law

- (i) The language of the Contract shall be English.
- (ii) The Ruling Language shall be English.
- (iii) The Contract shall be governed and construed according to the Laws of South Africa.

A.1.2 Definitions

- (i) Words imparting the singular also include the plural and the masculine includes the feminine and vice-versa where the context requires. The word "days" denotes calendar days and the word "months" denotes calendar months.
- (ii) The term "Contractor" shall mean the Person, Partnership, Closed Corporation, Firm or Company whose Bid has been accepted by or on behalf of the Employer and includes the Contractor's heirs, executors, administrators, successors, representatives, trustees, judicial managers or liquidators, as the case may be, but not, except with the written consent of the Employer, any assignee of the Contractor.
- (iii) The term "Employer" shall mean the Head of Department, Department of Transport, Province of the Eastern Cape, and shall include the Employer's duly authorized representatives and his successors.
- (iv) The term "General Conditions of Contract" shall mean the General Conditions of Contract as contained in National Treasury Website.
- (v) The term "spare part" shall mean the supply of original and or genuine replacement spare part
- (vi) The term "Franchise Holder" shall mean the Person, Firm or Company who is authorized by the Original Manufacturer to sell or support :-
 - a) any plant or vehicle item owned by the Eastern Cape Province, Department of Transport
 - b) any complete component fitted to any plant or vehicle item owned by the Eastern Cape Province, Department of Transport
- (vii) The term "Dealership Network" shall have shall mean the Person, Firm or Company who is authorized by the Original Manufacturer to sell or support :-
 - a) any plant or vehicle item owned by the Eastern Cape Province, Department of Transport,
 - b) any complete component fitted to any plant or vehicle item owned by the Eastern Cape, Department of Transport.

- (viii) The term "component" shall mean a complete assembly or sub-assembly as fitted to the plant or vehicle item by the original equipment manufacturer, or as specified by the Employer.
- (ix) The term "Refurbishment" shall mean the process by which a machine is completely dismantled to its component parts and rebuilt to an as-new condition, with a machine warranty equal to or better than that of an equivalent new machine from the same manufacturer.
- (ix) The term "Contract" or "Contract Document" shall mean the entire contents of this Expression of Interest Document
- (x) The term "Site" shall mean any place where the repair work or a portion of the repair work is conducted.
- (xi) The term "Department" shall mean any Government Department within the Eastern Cape.
- (xii) The term "Parties" shall refer to both the Contractor and the Employer.
- (xiii) The term "Artisan" shall mean a person who has completed a Contract of Apprenticeship under the Apprenticeship Act or a Contract of Apprenticeship recognized by the Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry, or a person who has passed a recognized trade test, or a person who is over 21 years of age in possession of a certificate recognized or issued by the Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry or the Department of Manpower enabling him to be employed as a journeyman (Artisan).
- (xiv) The term "Consequential damage" shall be defined as any damage to a machine, directly attributable to or arising from the faulty workmanship or fitting of a component, by the Contractor, within the course and scope of the Contractor's duties in terms of the contract, at the Employers request, which workmanship or faulty component gives rise to any damage to the machine, the amount of which shall be limited to the extent as determined through PFMA and related regulations, and to the replacement or repair of parts contiguous to the faulty parts referred to herein.
- (xv) The term "consequential loss" shall be defined as any financial loss suffered by the Employer as a result of a particular item being unable to perform work, directly attributable to or arising from the faulty workmanship or fitting of a component, by the Contractor, within the course and scope of the Contractor's duties in terms of the Contract, at the Employer's request, which workmanship or faulty component gives rise to any damage to the machine rendering it unfit for work.

A.1.3 Changes in Legislation

Should there occur, subsequent to the date of this contract, changes to any National or State Statute, Ordinance, Decree or other Law or any regulation or by-law of any local or other duly constituted authority, or the introduction of any such State Statute, Ordinance, Decree, Law, regulation or by-law which cause additional or decreased cost to the

contract in the performance of the Services, such additional or reduced cost shall be paid by or credited to the Employer and the agreed remuneration adjusted accordingly.

A.1.4 Headings

The headings in these General Conditions of Contract shall not be deemed to be part of or be taken into consideration in the interpretation of the individual clauses.

A.1.5 Designated Representative

The name and address of the employer's designated representative for this Contract are the Mechanical Engineers, whose email address, telephone and telefax numbers are as follows:

Ms Thandeka Jili (Chris Hani District)

Telephone : N/A
Fax : N/A
Cell : 066 261 2314
E-Mail : thandeka.jili@ectransport.gov.za

Mr Loyiso Hlati (OR Tambo District)

Telephone : N/A
Fax : N/A
Cell : 066 187 8990
E-mail : Loyiso.hlati@ectransport.gov.za

Mr Thulani Mtini (Head Office)

Telephone : 040-6024626
Fax : N/A
Cell : 063 698 1635
E-mail : thulani.mtini@ectransport.gov.za

Mr Zingisa Mbandazayo (Cacadu District)

Telephone : 041 403 6019
Fax : N/A
Cell : 083 261 5386
E-mail : zingisa.mbandazayo@ectransport.gov.za

Mr Mandilakhe Nkita (Inhouse Construction)

Telephone : N/A
Fax : N/A
Cell : 072 422 6915
E-mail : mandilakhe.nkita@ectransport.gov.za

A.1.6 Notices

All notices under this Contract will be given in writing and will be deemed to have been given if delivered by one of the following means:

- by personal delivery to the designated representative of each of the Parties;

- by emails;
- by registered post;

A.1.7 Use of the Contract by Other Departments

Bidders are advised that although this Document has been produced on behalf of the Head of Department, Department of Transport, other Government Departments and District Municipalities within the Province of the Eastern Cape, will also be eligible to utilize the approved contractors.

A.1.8 Admittance of New Contractors / Additional Contractors

If, during the contract period, the Employer or the Head of any other Government Department within the Province of Eastern Cape, purchases an item of plant from a Franchise Holder/ Original Equipment Manufacturer not already on this Contract, the Franchise Holder/ Dealership Network of that plant item may be asked to Bid rates in accordance with this contract and if such rates are accepted, be allowed to participate in this Contract.

Similarly, if a new Franchise Holder is appointed within the Eastern Cape Province during the contract period by a manufacturer or importer of equipment operated by the Employer, that Franchise Holder may make application to be included on the contract by Bidding rates in accordance with this Bid Document. If such rates are accepted, the Franchise Holder will be allowed to participate in this contract.

A.2 COMMENCEMENT, COMPLETION, ALTERATION AND TERMINATION OF THE CONTRACT

A.2.1 Contract in Force and Authorized Signatories

The Contract is effective from the date of receipt by the Bidder of a Letter of Acceptance from the Employer. Both parties shall make every effort to sign the Service Level Agreement as soon as possible thereafter, **but no later than 7 working days** after receipt by the Bidder of the Letter of Acceptance.

A.2.2 Commencement Time

No work shall commence until the Contractor has been provided with an official order. The Contractor on being supplied with an official order shall commence with such work within **two days**. The commencement shall mean but not limited to the opening of a job card by the Service Provider.

A.2.3 Contract Period

The Contract Period shall be **three years** from the date of the signing of the Service Level Agreement between the Service Providers and the Employer.

A.2.4 Alterations

Should circumstances arise which require modifications to the Contract, these may be affected by mutual consent in writing. Proposals in this respect from one party shall be given due consideration by the other party.

A.2.5 Assignment

The Contractor shall not, without the written consent of the Head of Department of the Department of Transport, assign the benefits, other than the assignment of any monies due or to become due under this Contract. The Contractor shall not, without the written consent of the Head of Department of Transport, in any way assign or transfer the obligations of this Contract or any part thereof. (See clause on the responsibilities)

A.2.6 Postponement and Termination

A.2.6.1 Default by the Employer

The Contractor may by written notice to the Employer terminate this Contract if he has not received payment for that part of any invoice which is not contested within ninety (90) days of submission thereof.

A.2.6.2 Default by the Contractor

The Employer shall give written notice to the Contractor if, in his opinion, the Contractor fails to comply with the conditions of the Contract or fails to perform his duties in a manner that is acceptable to the Employer. In the event of the Contractor failing to respond to same notice within fourteen (14) days the Employer may terminate the Contract.

The Contractor shall be deemed to be in default for any one of, but not limited to, the following reasons:

- he has, without reasonable excuse, failed to commence repair work within the time stipulated in Clause A.2.2,
- he has failed to carry out the repairs with due diligence,
- he has assigned the Contract or any part thereof without the prior consent in writing of the Employer,
- his standard of work is unacceptable to the Employer,
- the percentage availability of spare parts does not equal or exceed the percentage entered in the Price Schedule on at least three different sampling occasions,
- the delivery time of spare parts exceeds the time period specified in the Price Schedule,
- he has ceased to be the franchise holder of the equipment specified in the document.

A.2.6.3 Entitlement of Contractor upon Postponement or Termination

In the event of a postponement or a termination of Contract in terms of Clause A.2.6.1 or A.2.6.2, the Contractor shall be entitled to payment for work done and in accordance with the rates in the Contract Specification prior to the effective date of such postponement or termination.

A.2.6.4 Claims for Default

Any claim arising out of default, postponement or termination shall be agreed between the Employer and the Contractor or, failing agreement, shall be referred to mediation in accordance with Clause A.9 of this Contract.

A.2.6.5 Rights and Liabilities of Parties

Termination of this Contract, for whatever reason, shall not prejudice or affect the accrued rights or claims and liabilities of either party to this Contract.

A.2.6.6 Disruption of Services

If a state of emergency is declared by the Government or if riot, commotion, politically motivated sabotage and acts of terrorism, or disorder outside the control of the Contractor shall materially disrupt the execution of the Services, or materially interfere with the access to the Site or constitute a material risk to persons or property, the Contractor shall, after consultation with the Employer, make every endeavour to continue the services and repairs in areas unaffected by such disruption of services. The Contractor shall, however, advise the Employer immediately, in writing, if it is his intention to postpone the execution of the services, in whole or in part, until such time that the situation has normalised. The Employer or the Contractor shall, if such state of affairs continues for a period of at least 20 consecutive normal working days, or for two or more periods aggregating not less than 40 normal working days in any period of six months, be entitled to terminate the Contract by notice in writing to the other party, being the Contractor or the Employer as the case may be.

A.3 THE RIGHTS AND DUTIES OF THE CONTRACTOR

A.3.1 Skill, Care and Diligence

The Contractor shall exercise all reasonable skill, care and diligence in the performance of the work carried out in terms of this Contract and shall carry out his responsibilities in accordance with recognized and accepted standards.

A.3.2 Observance of Laws and Customs

The Contractor, his employees and sub-contractors, if any, whilst in the area in which the repair is to be carried out, shall respect the laws and customs of that area.

A.3.3 Provision of Expert Technical Advice and Skill

The Contractor will provide all the expert technical advice and skills which are required to fulfil the obligations of this Contract.

All work performed in terms of this Contract must be carried out by fully qualified "Artisans" as defined in Clause A.1.2(xiii), or under the close supervision of such persons. Failure to comply with this clause may constitute a breach of Contract and could be considered as a default on the part of the Contractor.

A.3.4 Standard of Work

The Contractor shall undertake the repairs in strict accordance with the Contract and to the satisfaction of the Employer, and shall comply and adhere strictly to the Employer's instruction and directions on all matters covered by this Contract.

A.4 LIABILITY OF THE CONTRACTOR

A.4.1 Responsibility and Liability of the Contractor

The Contractor shall be responsible and liable for all work performed and spare parts supplied for the Employers equipment in terms of this Contract and will repair at his own cost any damage caused through faulty and/or negligent workmanship and/or defective spare parts, to such equipment, inclusive of all claims in respect of consequential loss or consequential damage attributable to such faulty and/or negligent workmanship and/or defective spare parts.

A.4.1.1 Only where such damages are not caused wholly, or in part by *vis major* or *causus fortuitus*;

A.4.1.2 Provided that, where the Contractor repairs any defect within **48hrs** of being advised thereof, no such loss or damages, other than as defined in Clause A.1.2 (xv), may be claimed;

A.4.1.3 Provided further that, where it is evident that the defect or failure of the Employer's equipment was caused wholly or partly by the failure of the Employer or any agent or employee of the Employer to maintain the equipment, or was caused by abuse or misuse of the equipment, no consequential loss or damage shall be claimable from the Contractor; and

A.4.1.4 Provided further that the maximum amount which may be claimed for consequential loss from the Contractor in respect of any one event from which a claim arises shall be an amount equivalent to the cost of one month's hire of that particular item of equipment, based on the hire rates recommended by the Contractor's Plant Hire Association.

A.4.2 Indemnity by Contractor

The Contractor, by signing this Contract, will be deemed to have indemnified the Employer against all losses and claims for injuries or damage to any person or property whatsoever which may arise out of or in consequence of the repairs performed in terms of this contract and the spare parts to be provided, and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

Where a third party claim has been made against either the Employer or the Contractor or both consequent upon the death of or bodily injury to or illness of any person or loss or damage of any property arising out of work performed by the Contractor on the Employer's equipment, then, regardless of who was operating or in control of the plant or equipment at the time of the incident giving rise to the claim:

- i) The Employer shall not be liable for any loss of whatsoever nature suffered by the Contractor as a result thereof; and
- ii) The Contractor, on signing the form of Bid, shall be deemed to have indemnified the Employer and shall keep the Employer indemnified and hold it harmless against any loss or damage in respect of all such claims, proceedings, damages, costs and expenses.

A.4.3 Damage Resulting from Acts by Employer, Agents or Suppliers

The Contractor shall not be liable for any damage resulting from any act of the Employer, his Agents or Suppliers, which damage cannot be attributed directly or indirectly as a result of work carried out by the Contractor.

A.4.4 Insurances

- i) Employer's and Public Liability Insurance

Unless notice to the contrary is given in writing by the Employer, the Contractor on being requested to perform work on any item of plant and/or equipment belonging to the Employer, shall effect Employer's Liability and Public Liability Insurance to insure the joint interests of the Employer and the Contractor against any claims arising out of the repair and/or maintenance work performed on such plant and/or equipment whatsoever. Such insurance shall be effected with an approved insurer and in terms approved by the Employer (which approval shall not be unreasonably withheld) for at least R5 000 000.

- ii) Insurance of Contractor's Equipment and Vehicles

The Employer shall not at any time be liable for the loss of or damage to any equipment or vehicles used or intended for use in the execution of the Contract for any reason whatsoever and it is recommended that the Contractor effects and maintains for the period of the Contract a fully comprehensive policy of insurance covering loss of or damage to such equipment or vehicles howsoever arising.

A.4.5 Penalties for Delay

The Contractor shall be responsible and liable for all work performed and spare parts supplied for the Employers equipment in terms of this Contract. Delay in the completion of service and or completion of jobs within agreed timelines due to unjustifiable reasons from the Contractor will result in penalties being levied against the contractor. Such penalties will be **5% less in the quoted amount for each three weeks of delay.**

A.5 OBLIGATIONS OF THE EMPLOYER

A.5.1 Furnish Data and Information

The Employer shall furnish without charge and within a reasonable period of time all pertinent data and information available to him and shall give such assistance as shall reasonably be required by the Contractor for the carrying out of his duties under this Contract.

A.5.2 Aid to the Contractor

The Employer shall facilitate the timely granting to the Contractor, and any of his personnel, in respect of the area where the work is to be carried out, of:

- (i) any necessary permits and licenses for performing the work;
- (ii) unobstructed access to all sites and locations involved in carrying out the work;

A.6 PERSONNEL

A.6.1 Field Staff

The Employer shall be at liberty to object to and require the Contractor to replace any member of the Field Staff who, in the opinion of the Employer, is guilty of misconduct, or is incompetent or negligent in the proper performance of his duties.

A.6.2 Contractor's Representative

The Contractor shall have a designated representative who shall be responsible for all communications with the Employer in respect of contract matters.

The Contractor shall, on award of the Contract, advise the Employer of the name of his designated Representative.

A.6.3 Specialist Supervision & Control

The Employer reserves the right, to either use his own personnel or to engage the services of other personnel to monitor and control the activities of the Contractor. The cost of the monitoring, checking and testing shall be borne by the Employer.

Notwithstanding the appointment of such persons by the Employer, the Contractor shall at all times retain full and unseverable responsibility for the due performance of his obligations hereunder and for the satisfactory completion of the repairs.

A.7 REMUNERATION OF THE CONTRACTOR

A.7.1 Specification of Remuneration

The Employer shall pay the Contractor for the repair work and the replacement parts supplied in accordance with the rates Bided in the Price Schedule provided such rates are considered acceptable by the Employer.

A.7.2 Overtime

The working of overtime is not intended on this contract and no overtime will be paid in respect of normal work. If, however, it is in the Department's interest for a repairman to be called out after hours in order to complete a repair then overtime will be paid at the rate bided in the Price Schedule provided such rates are considered acceptable by the Employer. No overtime is to be undertaken unless specifically authorized in writing.

A.7.3 Subsistence tariffs

The Employer will reimburse the Contractor for subsistence per full day and night spent away from his base in accordance with the tariffs as set out in subsistence and camping allowance as annually approved by Department of Public Service and Administration (DPSA), South Africa.

A.7.4 Transport Tariffs - Sedans, L.D.V.'s, L.C.V.'s and C.V.'s

The Employer will reimburse the Contractor for transport and traveling costs in accordance with the tariffs bided in the Price Schedule provided such rates are considered acceptable by the Employer.

Contractors will not be permitted to claim for more than two return trips from their premises to the machine requiring attention per order, unless written authority has been obtained from the Employer.

A.7.5 Discount on Materials & Spare Parts

The discount Bided in the Price Schedule, for spare parts purchased by the Employer, must appear on all the invoices.

A.7.6 Refurbishment of Machines

The Employer reserves the right to negotiate with approved Contractors a special labour rate and additional parts discount for any work in connection with the refurbishment of machines, provided that such rates are no less favorable than those accepted under this contract.

A.7.7 Sufficiency of Bid

The Contractor shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of the rates and prices stated in the Price Schedule. The rates and prices shall cover all his obligations under the Contract and all matters and things necessary for the proper execution of the work or the supply of replacement parts as stipulated or implied.

A.8 RATES VARIATION

Rates Bided for labour and travel will be subject to variation according to changes in the indices produced by the Steel and Engineering Industries Federation of South Africa (SEIFSA).

The first adjustment will take place 12 months after the date of Bid close and the subsequent adjustments at intervals of 12 months thereafter. The respective variation factors will be calculated by the Employer and forwarded to each Contractor.

The formulae which will be utilized for the calculations are shown in Clause A.8.1 and A.8.2.

A.8.1 Labour Rate

$$Lr_{new} = Lr_o \left[F1. \frac{L_t}{L_o} + F2. \frac{P_t}{P_o} \right]$$

Where

Lr_{new} = The new labour rate applicable for the following twelve month period.

Lr_o = The accepted Bided labour rate, (Item 1, Price Schedule) or any other labour rate agreed between the Client and the Contractor.

F1 = The fraction of the labour rate represented by direct and indirect labour such as mechanic's wages, salaries, benefits, unskilled workers, etc.

F2 = The fraction of the rate represented by direct and indirect overheads, such as stationary, cleaning materials, admin, canteen, rental, etc.

NB **F1 + F2 = 1**

L = SEIFSA Table C3 (a) index of actual labour costs (field force) where subsistence allowance is payable.

P = SEIFSA Table D1 index of Consumer Price Indexes - all income groups.

The suffixes "t" and "o" attached to "L" and "P" are defined hereunder.

t = Suffix "t" denotes the current indices applicable. These shall be the indices applicable three months prior to the end of the twelve month period in question.

o = Suffix "o" denotes the indices for the month, three months prior to the month during which the Bid closes.

The first adjustments will occur twelve months after the date of Bid close. All Contractors will be advised of the new rates when available.

A.8.2 Travel Rate

$$Tr_{new} = \frac{Lr_{new}}{80} + \left[Tr_o - \frac{Lr_o}{80} \right] \frac{F_t}{F_o}$$

Where

Tr_{new} = The new travel rate applicable for the following twelve months.

Lr_{new} = The new labour rate calculated using the formula in Clause A.8.1.

Tr_o = The accepted travel rate Bided by the Contractor.

Lr_o = The accepted labour rate Bided by the Contractor.

F = SEIFSA Table L index of road freight costs.

The suffixes "t" and "o" attached to "F" are defined hereunder.

t = Suffix "t" denotes the current indices applicable. These shall be the indices applicable three months prior to the end of the twelve month period in question.

o = Suffix "o" denotes the indices the month, three months prior to the month during which the Bid closes.

A.9 SETTLEMENT OF DISPUTES AND LODGING OF CLAIMS

A.9.1 Mediation

If any dispute or difference of any kind whatsoever shall arise between the Employer and the Contractor arising out of the Contract, it shall be referred to a Mediator without legal representation, at a place and time determined by the mediator.

The Mediator shall, by agreement between the parties, be chosen from a panel of mediators nominated from time to time by the President of the South African Institution of Mechanical Engineers, in consultation with the President of the South African Association of Consulting Engineers. The opinion of the Mediator shall be final and binding on the Employer and the Contractor and not be subject to appeal.

A.9.2 Lodging of Claims

In the event of the Contractor wishing to lodge a claim for any reason whatsoever, this shall be done within 14 days of the event. The claim, to be submitted in writing, shall give full details of the events and circumstances resulting in the claim. Claims not submitted within 14 days of the event will not be considered under any circumstances whatsoever.

A notification, in writing, of receipt of the claim, signed by the Employer, shall be obtained by the Contractor.

APPENDICE B

PART A: SCOPE OF WORK

B. CONTRACT SPECIFICATIONS

B.1 PART A: SCOPE OF WORK

B.1.1 Introduction

This document has been prepared to allow authorized franchise holders, original equipment manufacturers and Dealership Network the opportunity of Biding official base rates for labour and transport whilst performing general repair work on the Employers plant, vehicles and equipment.

The Franchise Holders, Original Equipment Manufacturers and Dealership Network are also required to offer a percentage discount on their retail replacement part price list for parts purchased on an Eastern Cape Provincial Administration official buying order.

The Franchise Holders, Original Equipment Manufacturers and Dealership Network are, in addition, required to Bid job rates for undertaking routine services on the equipment owned and operated by the Employer.

The Franchise Holders, Original Equipment Manufacturers and Dealership Network should be aware that, although the scope of work covers every conceivable type of repair, service or overhaul which may occur, the Employer might consider also entering into contracts with several other localized companies and individuals to carry out preventive maintenance services. The Employer has currently contracts dealing with general repairs through its Non- Agents contract.

No clause in this Bid Document precludes the Employer from utilizing any of these other contracts, as and when required.

B.1.2 General

The Contractor will be required under this Contract, to undertake maintenance and repair work to the Department's fleet of plant and vehicles and to supply spare parts, as specified by the Employer or his designated assistants, but subject at all times to the provisions of The Special Conditions and the General Conditions of Contract.

The Contractor will be required to provide all the transport, personnel, equipment and spare parts as detailed in Part B of the Contract Specification, which may be necessary to carry out the work.

B.1.3 Cause of Failure

The Contractor shall make every endeavor to determine the cause of failure. It is therefore critical that they conduct technical analysis and provide report to the Employer before a repair is carried out. This policy must apply regardless of whether a formal quote is being prepared in the Contractor's workshop or whether a repair is carried out in the field.

B.1.4 Warranty

The Contractor shall unconditionally guarantee and maintain any work performed on the Employer's plant or any spare parts supplied, for the time periods shown below.

ITEM	WARRANTY PERIOD
Parts (new)	6 months or 500 hours
Field repairs (labour)	3 months or 250 hours
Repairs in contractor's workshop	6 months or 500 hours
Engine and power train components overhauled or purchased new	6 months or 500 hours
Auxiliary components (overhauled) eg. turbochargers, fuel pumps, etc.	6 months or 500 hours
Complete rebuilds	to be negotiated with contractor

There shall be no charge to the Employer for such warranty work in instances where the failure is attributed to the work performed or the part supplied by the Contractor. Any consequential loss or damage which may occur as a result of the failure is covered under Clause A.4.

If it is necessary for a preventive maintenance service to be performed on the item or component during the warranty period in order to preserve the warranty, then such service may be charged to the Employer at the accepted rates.

NOTE *In the case of an engine or a major component overhaul, removal and fitment of such component must be carried out by the Contractor, or his designated sub-contractor, in order to preserve the warranty, unless otherwise agreed to between the Contractor and the Employer.*

B.1.5 “Brand Name” Components

Certain machines incorporate components which are not made by the equipment manufacturer (for example: engines, transmissions, starter motors, alternators, fuel injection pumps), for the purposes of this bid, these are known as "Brand Name" components.

Brand Name components requiring overhaul or repair will be routed through either:

- i) the Franchise Holder of the equipment from which the component was removed, or
- ii) the Franchise Holder of the component manufacturer.

Providing always that such Franchise Holder has a suitable rebuild facility at his disposal, equipped as defined below, and situated within reasonable proximity of the Eastern Cape Province.

An engine rebuild facility should include the following equipment:-

- crankshaft grinder
- line borer
- reboring machine
- conrod resizer
- surface grinder or milling machine
- valve seat refacer
- valve refacer
- centre lathe
- magnaflux ultra violet crack detector
- Rockwell hardness tester
- Dynamometer suitable for the testing of all engines which may be overhauled in terms of this contract.

A transmission rebuild facility should include the following equipment:-

- Centre lathe
- Magnaflux ultra violet crack detector
- Test bench for testing transmission under simulated load. The test bench must be suitable for all transmissions that may be overhauled under this contract.

The Employer, however, reserves the right to have any specific brand of component overhauled or repaired by any other suitably equipped and experienced firm on contract to the Department if :

- a) the cost of having components overhauled by any specific Franchise Holder is considerably higher than if the components were overhauled by such other specialist firm, or
- b) the quality of work or level of service provided by any specific Franchise Holder is below acceptable standards.

B.1.6 Reporting on Plant Abuse

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

Such reports must be made in writing (by letter, facsimile or e-mail) and must be addressed to the Employer's representative (see Clause A.1.5 and B.6 Part F) for the area where the item is located.

B.1.7 Standard Fixed Price Lists

Approved Contractors will be requested to submit standard retail price lists for replacement parts.

B.1.8 Order Numbers

No work whatsoever shall be performed by a Contractor without an official order from the Employer specifying the nature and extent of the repair or service required.

B.1.9 Quotations for Repair

No work of any kind is to be carried out by the Contractor without an official order. In most cases the Employer will require the Contractor to provide a written quotation for the work before issuing an order.

In cases where the preparation of a quotation for a repair necessitates the partial or complete dismantling of the item, the Employer will issue a "Strip and Quote" order to the Contractor. The "Strip and Quote" order will only cover the work essential to enable the Contractor to accurately determine the cause of failure and the cost of rectifying the fault.

The Contractor will be required to provide a quotation of the "Strip and Quote" before the Employer issues the order.

If the Employer considers it necessary, arrangements will be made for one or more of his representatives to inspect the failed component and agree with the Contractor which parts are to be replaced.

On completion of the inspection, the Contractor will provide the Employer with a comprehensive report, which is to include a recommendation and a detailed quotation of the cost of parts, assemblies, labour, man hours and the period required to complete the work. This report will be used by the Employer to reach a decision on the appropriate course of action to be taken. No repair work is to be carried out without written authorization from the Employer.

The cost of dismantling and reassembling, if authorized by the Employer, is chargeable at the accepted rates, even in the case where the inspection discloses that a repair or overhaul is not justified.

B.1.10 Return of Old Parts

The Contractor is to retain all parts replaced. These parts are to be clearly identified and must be returned to the Employer immediately on completion of the repair. The only exception is any item, which has been supplied on a parts exchange basis.

B.1.11 General Repairs

In terms of this Contract, the Contractor will be required to undertake all categories of repair work on the equipment makes and models that the Contractor is authorized to represent, in order to maintain the Employer's plant vehicles and equipment in safe and efficient working order. The work may be carried out in the Contractor's workshop, in the Employer's workshop, or on site, as directed by the Employer. **NB: Contractor is required to indemnify the Employer when using the Employer Workshop to do the repairs.**

It is expected that the Contractor will undertake all repair work "in-house" using his own labour and facilities. Sub-contracting repair work to third parties is not acceptable, with the exception of certain specialized repairs as described in Clause B.1.20.

B.1.12 Routine Servicing

Contractors will be required to carry out all routine scheduled servicing, in accordance with the equipment manufacturer's recommendations that may be necessary during the warranty period of new and refurbished plant, vehicles and equipment.

In addition, the Contractor may be required to carry out other routine services during the Contract period.

The rates bided for routine servicing must include all labour, parts, lubricants and other materials that are necessary to carry out each service (inclusive of oil analysis) according to the plant / vehicles or equipment manufacturers recommendations. Travel, if necessary, will be charged separately at the rate bided for this item under General repairs.

B.1.13 New Replacement Parts and Availability

The Contractor will be required to supply replacement parts conforming to the Manufacturer's specifications to suit the variety of models for which the Contractor holds the Franchise.

The Contractor is further required to provide a guarantee on the availability of the spare parts at his premises in the Eastern Cape Province based on a random sample of 15 spare part items selected from the parts manuals for these machines. (See Price Schedule Item C).

B.1.14 New Replacement Part Discount

The Contractor is required to bid a percentage discount on his retail price list for items purchased on an official Eastern Cape Government order.

B.1.15 Parts Exchange Components

Nothing in this contract precludes the Employer from arranging with the Contractor for a Parts Exchange Component with the objective of speeding up a repair, service or overhaul, provided that the cost chargeable shall be the actual cost, based on the charges applicable to this contract, of repairing the part removed from the Employer's equipment.

B.1.16 Second Hand Parts

In the event of a part being unobtainable during an overhaul, and a second hand part being available from the Contractor, such part may be used provided the Employer has inspected and approved the use of the part. The price to be paid for such a part, shall be determined by negotiation between the Employer and the Contractor, but is not to exceed 50 % of the new price.

B.1.17 Manufactured Parts

Where a new or acceptable second hand part is not available, a replacement part may, with the written approval of the Employer, be manufactured provided the estimated cost is regarded by the Employer as being reasonable.

B.1.18 Invoicing

Separate VAT invoices shall be rendered by the Contractor in respect of each order received.

B.1.19 Flat Rates

Where flat rates for work performed by the Contractor in his workshop(s), or in the workshop of the Employer, or in the field, are applicable, no other charges shall be raised by the Contractor.

B.1.20 Work performed by a Specialist Sub-Contractor

Where in a repair, service or overhaul it is necessary for the Contractor to arrange for work not normally undertaken by him to be performed by a specialist Sub -Contractor, such work shall be charged for at nett cost plus a percentage mark-up as indicated in the Price Schedule. The Contractor shall submit certified copies of the Subcontractor's invoice in support of all such charges / claims.

B.1.21 Major Overhauls

Where a major overhaul of an item is undertaken by the Contractor, the Contractor's "Time Requirement Guide" is applicable. If any deviations from this guide take place they will

only be paid for if the explanations in writing furnished by the Contractor are acceptable to the Employer.

An additional order will be provided if considered necessary.

B.1.22 Refurbishment of Machines

Where a machine refurbishment is undertaken by the Contractor, the Contractor is required to provide the Employer with a comprehensive quotation covering all the work that is necessary to return the machine to "as-new" condition. Once the quotation has been accepted by the Employer, no additional costs or charges will be accepted. Contractors must take note that for all machine refurbishments, the entire machine is to be warranted against all defects for a period not less than that of an equivalent new machine, irrespective of whether a particular component was overhauled or replaced.

B.2 PARTB: PERSONNEL, EQUIPMENT AND FACILITIES TO BE PROVIDED BY THE CONTRACTOR

B.2.1 General

The Contractor will supply all labour, transport, spare parts, materials, tools, consumables and facilities required to carry out the repair work.

B.2.2 Labour

The Contractor will provide qualified Artisans, as defined in Clause A.1.2 (xiii), suitably trained and experienced to carry out the repair work as specified on the official order.

B.2.3 Transport

The Contractor will be required to use his own transport for work performed away from his premises. The Department may elect however to deliver and collect components to and from the Contractor's premises.

B.2.4 Spare Parts and Materials

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

B.2.5 Premises

The Contractor must have adequate workshop facilities equipped to handle the efficient removal, repair and replacement of components from the Employer's equipment. It is expected that the majority of the work will be done by the Contractor himself and that only work of a very specialised nature will be sent to a sub-contractor.

Although the equipment is left at the Contractor's premises at the Employer's risk, security at such premises should be such as to ensure the safekeeping of the Employer's equipment.

It is desirable that the Contractor's premises be situated within the Eastern Cape Province or immediate surrounds. The cost of transporting equipment to and from the Contractor's yard will be considered when assessing the repair costs.

B.3 PART C: FACILITIES TO BE PROVIDED BY THE EMPLOYER

B.3.1 Facilities

Certain facilities at the field maintenance or construction depots may, on request, be made available to the Contractor eg. Workshop facilities, ablutions, etc.

B.3.2 Mechanical Plant Inspector

A Mechanical Plant Inspector will be assigned by the Employer to monitor and check the work undertaken by the Contractor. The Contractor's staff are to co-operate with and give the Plant Inspector full co-operation for the performance of his duties.

B.4 PART D: REMUNERATION & PAYMENT

B.4.1 General

Bidders are invited to Bid rates and percentages for the various items listed in the Price Schedule pertaining to the equipment for which they hold a franchise.

These rates will serve as the base rates for this Contract and will be subject to escalation according to the formulas given in Clause A.8.1 and A.8.2.

NOTE *Contractors are required to support their Bided rates with details of their cost structure, indicating how their Bided rates were calculated. The client reserves the right not to accept any, or all of the rates offered by any specific contractor, if not entirely satisfied with the supporting motivation or if the rates are considered to be excessive.*

B.4.2 Labour Rates

The cost structure for labour must reflect a breakdown of costs and margins and must at least include the following elements **(FIGURES FOR ILLUSTRATIVE PURPOSES ONLY)**

	Rate/Hour	% of Total
Direct Labour (artisan wages)	R 39,60	33,0 %
Indirect Labour (salaries, benefits, labourers)	R 24,60	20,5 %
Direct Overheads (stationary, cleaning materials, etc.)	R 19,20	16,0 %
Indirect Overheads (admin, canteen, rentals)	R 24,60	20,5 %
Profit	R 12,00	10,0 %
Labour Rate	R120,00	100,0 %

B.4.3 Travel Rate

The following method should be used to calculate the Travel Rate (**FIGURES FOR ILLUSTRATIVE PURPOSES**).

It may be assumed that the average speed to and from site is 80 km/hour.

The rate for the vehicle operating cost should be substantiated.

Vehicle operating cost = R1,20 per km

Labour rate : R120,00 per hour (say) travelling at
80km / hour

Labour cost : R120,00 / hour divided by 80km/hr = R1,50 per km

THEREFORE TRAVEL RATE = R2,70 per km

B.4.4 Subsistence Rate

Where hotel or other accommodation is utilized, the Contractor may claim actual costs incurred, subject to a maximum 3 - star Hotel rating, and excluding the cost of telephone calls, laundry and alcoholic beverages. All receipts and the necessary VAT invoices must be submitted with each claim.

NOTE *The employer reserves the right to delete any part of the invoice which is considered to be extravagant.*

B.5 PART E: TRAINING

The Employer may request from time to time that Contractors assist with the provision of practical "on-the-job" training in repair and maintenance of equipment for Departmental apprentices and artisans.

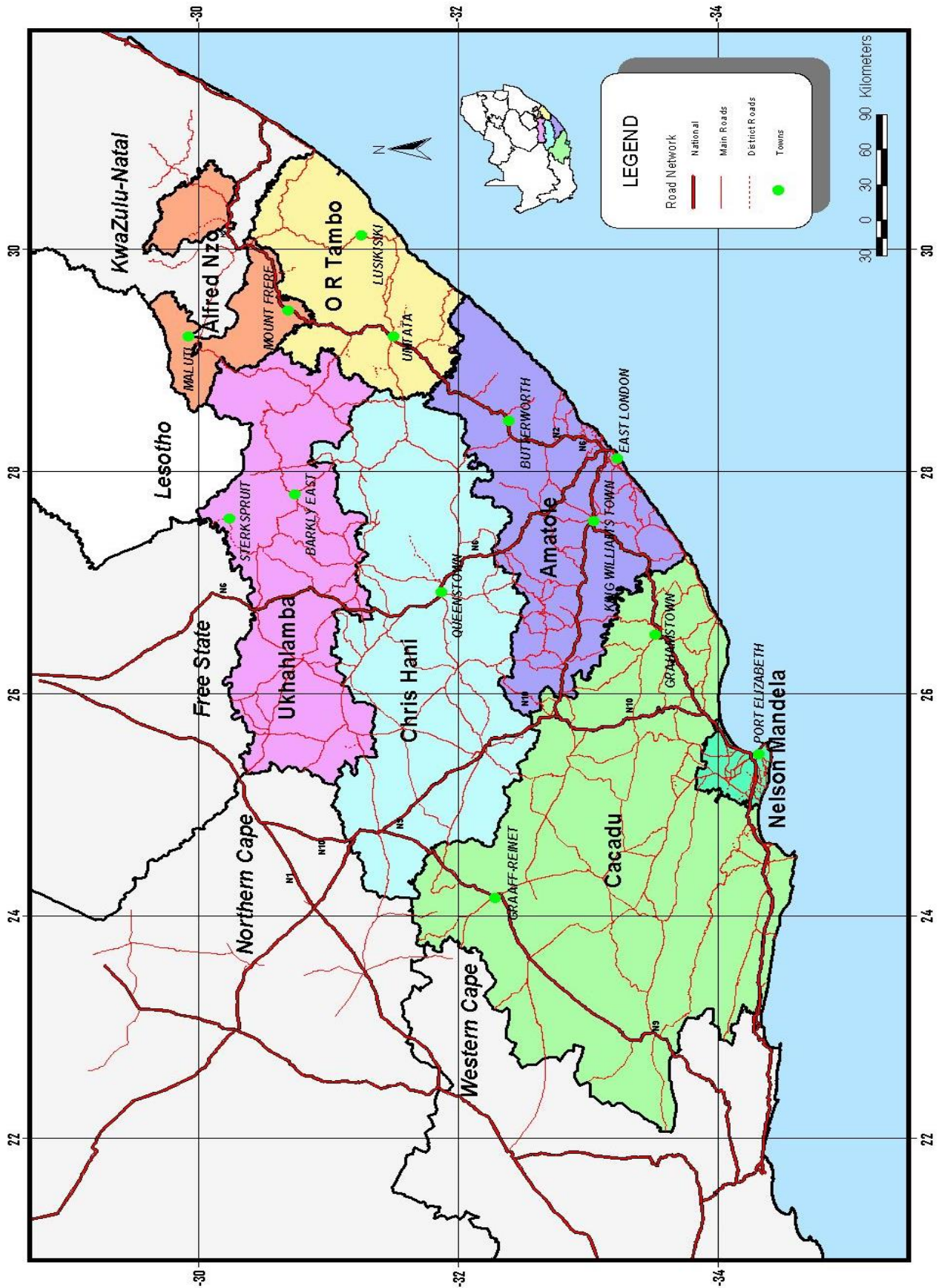
By participating in this Contract, the Contractor shall accept and acknowledge that, if requested to provide practical training:

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

B.6 PART F : LIST OF CONTACT PERSONNEL

NB: Refer to Clause A.1.5 of Annexure A (Special Conditions of Contract)

MAP OF EASTERN CAPE PROVINCE SHOWING REGIONAL BOUNDARIES



- Bid Rules
- General Conditions of Contract
- Contract Specifications

NB. Bidders are requested to take special note of Clause B.4.1.

ITEM A : GENERAL REPAIRS (Clause B.1.11)

1. Labour Rate (Clause B.4.2)

	Rate/Hour	% of Total
Direct Labour		
Indirect Labour		
Direct Overheads		
Indirect Overheads		
Profit		
Labour Rate		

2. Overtime (express as a percentage of normal time eg. 133%)

Saturdays %
 Sundays and Public Holidays %

3. Travel Rate (Clause B.4.3)

Type of Vehicle

0 - 1,5 Ton Light Delivery Vehicle R/km
 1,5 - 4 Ton Light Commercial Vehicle R/km
 > 4 Ton Commercial VehicleR/km

4. Mark up on Specialist Sub Contract Work (Clause B.1.20) %

5. Discount on Replacement Parts (Clause B.1.14)

The Following percentage discount on our Retail Replacement Parts Price List is offered for items purchased with an official Government order.....%

ITEM B : ROUTINE SERVICES (Clause B.1.12)

Bidders are required to offer job rates to carry out routine services on each model or type of equipment that they represent.

The rate offered must include all labour, parts (filters, belts, etc), lubricants and consumables that are required to complete each service including oil analysis reports (from credible Oil analysis Centre) according to the equipment manufacturer’s specifications.

Rates for minor, intermediate and major services (250/750, 500 and 1000 hours or 5000, 10000 and 20000 km) must be offered as appropriate. The rates offered in this section will exclude the cost of travelling. Travel, if necessary, may be claimed at the rate Bided under Item A – 3.

Machine Make and Model

	Minor Service	Intermediate Service	Major Service
Labour			
Parts			
Lubricants			
Consumables			
Oil Analysis			
Total (R)			

Machine Make and Model

	Minor Service	Intermediate Service	Major Service
Labour			
Parts			
Lubricants			
Consumables			
Total (R)			

Machine Make and Model

	Minor Service	Intermediate Service	Major Service
Labour			
Parts			
Lubricants			
Consumables			
Total (R)			

Machine Make and Model

	Minor Service	Intermediate Service	Major Service
Labour			
Parts			
Lubricants			
Consumables			
Total (R)			

Machine Make and Model

	Minor Service	Intermediate Service	Major Service
Labour			
Parts			
Lubricants			
Consumables			
Total (R)			

Machine Make and Model

	Minor Service	Intermediate Service	Major Service
Labour			
Parts			
Lubricants			
Consumables			
Total (R)			

Machine Make and Model

	Minor Service	Intermediate Service	Major Service

Labour			
Parts			
Lubricants			
Consumables			
Total (R)			

To include oil analysis

Bidders should use additional sheets if the tables above are insufficient.

ITEM C: Availability of Replacement Parts (Clause B.1.10)

The following “percentage availabilities” of replacement parts are offered ex our premises in the Province of the Eastern Cape for the respective franchise/s shown below, within the three time frames shown. The method to be used when confirming the figures during the Bid adjudication, will involve the random sampling of at least 15 replacement part items chosen from a selection of spare part manuals for machines owned by the Eastern Cape Provincial Department of Roads and Transport.

FRANCHISE	% PARTS AVAILABILITY WITHIN THE FOLLOWING TIME PERIODS EX EASTERN CAPE PREMISES		
	0 – 24 HOURS	0 - 48 HOURS	0 - 72 HOURS

Signature : Full Name :

Representing:

In His / Her capacity as :.....

Witness 1:

Sign:Full Name :

Witness 2:.....

Sign: Full Name:

Date:

SECTION 5: FORMS TO BE COMPLETED BY THE BIDDER

SBD1: PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SCMU10-22/23-0020	CLOSING DATE:	19 th January 2023	CLOSING TIME:	11H00
DESCRIPTION	PROVISION OF PARTS AND LABOUR FOR THE MAINTENANCE, REPAIR AND OVERHAUL OF PLANT AND VEHICLES BY FRANCHISE HOLDERS/ AND OR ORIGINAL EQUIPMENT MANUFACTURERS FOR THE PERIOD OF THIRTY-SIX (36) MONTHS				
THE SUCCESSFUL TENDERER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS): DOCUMENTS WILL BE EMAILED BACK TO THE SENDER					
DEPARTMENT OF TRANSPORT OFFICES					
32 COWEN CLOSE SCHORNVILLE					
KING WILLIAMS TOWN					
5601					
SUPPLIER INFORMATION					
NAME OF TENDERER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
		<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
		<input type="checkbox"/>	A REGISTERED AUDITOR		
		NAME:			
[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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]	
SIGNATURE OF TENDERER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE (ALL INCLUSIVE)		
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT/ PUBLIC ENTITY			CONTACT PERSON	Mxolisi Giyose	
CONTACT PERSON	P. Nqikashe		TELEPHONE NUMBER	079 507 6261	
TELEPHONE NUMBER	067 419 8001		FACSIMILE NUMBER		

FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS	philasande.ngikashe@ectransport.gov.za	mxolisi.giyose@ectransport.gov.za	

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>

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

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of institution	State

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

² 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.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

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

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

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act

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

3. POINTS AWARDED FOR PRICE

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

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

80/20

i

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

4 POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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

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

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contribution: =(maximum of 20 points)

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

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?.....%
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME or QSE?
 (Tick applicable box)

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

(v) specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017;

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm

8.2 VAT registration number

8.3 Company registration number

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;

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

WITNESSES:

1.

.....
SIGNATURE(S) OF BIDDER(S)
.....

2.

DATE:.....

ADDRESS:.....

.....

.....

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE (EME) – CONTRACTORS

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop	
Nature of Business:	
Definition of "Black People"	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization-</p> <ol style="list-style-type: none"> i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior

3. I hereby declare under Oath that:
 - The Enterprise is _____% **Black Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
 - The Enterprise is _____% **Black Woman Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
 - The Enterprise is _____% **Black Designated Group Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was equal to/or less than R10,000, 000.00 (ten Million Rands or less),
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned but less than 100% black owned	Level Two (125% B-BBEE procurement recognition level)	
At least 30% Black Owned but less than 51% black owned	Level Four (100% B-BBEE procurement recognition level)	
Less than 30% Black Owned	Level Five (80% B-BBEE procurement recognition level)	

NB: KEY NOTES FOR EMES (extract from Gazette No. 41287)

- 3.6.2.4.1 An Exempted Micro Enterprise (EME) with a total annual revenue of less than R1.8 million in the case of BEPs and less than R3 million in the case of Contractors are :
 - A) Not subject to the discounting principle and therefore do not have to comply with the QSE Skills Development element, and
 - B) Not required to have an authorised B-BBEE verification certificate, and may present an affidavit or a certificate issued by the Companies and Intellectual Property Commission (CIPC), in respect of their ownership and annual turnover.
 - Contractors and/Built Environment Professionals are encouraged to familiarize themselves with the Construction Sector Codes (CSC000) as issued through Government Gazette No. 41287, Board No. NOTICE 931 OF 2017. Details are available on: www.thedti.gov.za/economic_empowerment/bee_sector_charters.jsp
 - An electronic copy can also be requested through DRPW offices (Supply Chain Offices)
4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

 Commissioner of Oaths
 Signature & stamp

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE (QSE) – CONTRACTORS

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop	
Nature of Business:	
Definition of "Black People"	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization-</p> <ol style="list-style-type: none"> i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior

3. I hereby declare under Oath that:
 - The Enterprise is _____% **Black Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
 - The Enterprise is _____% **Black Woman Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
 - The Enterprise is _____% **Black Designated Group Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between 10 million (ten Million Rands) and less than R50,000,000.00 (fifty Million Rands).
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned but less than 100% black owned	Level Two (125% B-BBEE procurement recognition level)	

NB: KEY NOTES FOR QSE (extract from Gazette No. 41287)

- 5.6.3 A QSE that is at least 51% Black Owned or 100% Black Owned that does not comply with paragraph 3.6.2.3 above, will be discounted by one level from that level awarded in paragraphs 5.3.1 and 5.3.2 respectively.
 - 5.3.4 Despite paragraphs 5.2, 5.3.1 and 5.3.2, an at least 51% Black Owned QSE's BBBEE Status Level and corresponding B-BBEE Recognition Level will be enhanced by one level if it achieves full points (excluding the bonus points) for the Skills Development element of the QSE Scorecard (paragraphs 1.1, 1.2 and 1.3 of Statement CSC603) or the Preferential Procurement and Supplier Development element of the QSE Scorecard (paragraphs 1.1, 1.2, 1.3 and 2.1 of CSC604).
 - 5.3.5 For the avoidance of doubt, a Measured Entity that is measured in terms of the full QSE scorecard is not eligible for enhancement in terms of paragraph 5.3.4 above.
 - Contractors and/Built Environment Professionals are encouraged to familiarize themselves with the Construction Sector Codes (CSC000) as issued through Government Gazette No. 41287, Board No. NOTICE 931 OF 2017. Details are available on: www.thedti.gov.za/economic_empowerment/bee_sector_charters.jsp
 - An electronic copy can also be requested through DRPW offices (Supply Chain Offices)
4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp