

BID NO: SCMU10-23/24-0026

FOR

SUPPLY OF SPARES AND GENERAL REPAIR TO PLANT AND VEHICLES FOR A CONTRACT PERIOD OF 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: SCMU10-23/24-0026.

Bids are hereby invited for the SUPPLY OF SPARES AND GENERAL REPAIR TO PLANT AND VEHICLES FOR A PERIOD OF 36 MONTHS (3YRS)

Bid documents will be available as of 08h00 on Friday 08th of March 2024 from the Departmental Website: <u>www.ectransport.gov.za</u> and E- Tender Portal: <u>www.e-tenders.gov.za</u>.

A non-compulsory briefing session will be held at **11h00 on the 18th of March 2024 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: SCMU10-23/24-0026. and full description, SUPPLY OF SPARES AND GENEAL REPAIR TO PLANT AND VEHICLES 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 03rd April 2024 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), 2022 Regulations thereto and Departmental Supply Chain Management Policy.
- The minimum specifications, rules and special conditions are detailed in the document.
- Tools required to render the repair work that is within the category tendered on.
- Qualifications for the Artisans that will render the repair work that is within the category tendered on.
- Retail Motor Industry (RMI) accreditation required to render the repair work that is within the category tendered on.
- Fully complaint Footprint/ Repair facility/ties within the Province of the Eastern Cape with the exception of Districts closer to boundary of Provinces with cities where repair work/operation rendered would be cost effective to the Department of Transport (Eastern Cape)
- 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		Technical Enquiries
Mr. P. Nqikashe	I	Mr M. I.Giyose
Cell: 067 419 8001		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, SCMU10-23/24-0026 SUPPLY OF SPARES AND GENEAL REPAIR TO PLANT AND VEHICLES FOR THE PERIOD OF THIRTY-SIX (36) MONTHS, incorporating the following details:

- The Service Provider to have the required tools to render the repair work that is within the category tendered on.
- The Service Provider to have the required qualifications for the Artisans that will render the repair work that is within the category tendered on.
- Should it be a requirement, the Service Provider must have the required Retail Motor Industry (RMI) accreditation to render the repair work that is within the category tendered on.
- Service Provider to have fully complaint Footprint/ Repair facility/ties within the Province of the Eastern Cape except for Districts closer to boundary of Provinces with cities where repair work/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 from, unless such alterations have been duly authenticated by the Bidder, or of 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: SCMU10-23/24-0026.: SUPPLY OF SPARES AND GENEAL REPAIR TO PLANT AND VEHICLES 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 03th of April 2024. 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 Bidder, 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 Bidder 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 Bidder 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. 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.

10. TAXES AND LEVIES

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

11. EVALUATION OF BIDS

Bids will be evaluated based on Functionality based the following which must be meet by the Service Provider being.

- The Bidder to have the required tools to render the repair work that is within the category tendered on.
- The Bidder to have the required qualifications for the Artisans that will render the repair work that is within the category tendered on.
- Should it be a requirement, the Bidder must be a member of a recognized automotive body association accreditation to render the repair work that is within the category tendered on.
- The Bidder to have fully complaint Footprint/ Repair facility/ties within the Province of the Eastern Cape except for Districts closer to boundary of Provinces with cities where repair work/operation to be rendered, would cost effective to the Department of Transport (Eastern Cape).

The bid will further be evaluated based on the 80/20 preference point system in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000), 2022 Regulations thereto and the Departmental Policy on Supply Chain Management.

Price

The tender is a pre-scribed rates tender thus points for price are not applicable to this project.

Deadlock Mechanism

In instances where two Bidders gets recommended for same category within the same city/ area, a Preference Specific Goals Points Table as contained hereunder as well in the Departmental Supply Chain Management Policy will be applied.

PREFERENTIAL SPECIFIC GOALS POINTS TABLE			
The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	
Historically Disadvantaged Individuals Ownership			
Black ownership	10	% ownership	
Women ownership	5	% ownership	
Disabled people ownership	5	%ownership	

12. BID VALIDITY PERIOD

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

13. 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 <u>www.treasury.gov.za</u>.
- Bidders must familiarize themselves with these GCCs

3. SPECIAL CONDITIONS OF CONTRACT

3.1 GENERAL

3.1.1 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 "Bidder" shall mean the Person, Partnership, Closed Corporation, Firm or Company whose tender has been accepted by or on behalf of the Employer and includes the Bidder'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 Bidder.

(iii) The term "Employer" shall mean the Head of Department, Department of Transport, Eastern Cape Provincial Administration in the first instance, or the Head of Department of any other Department belonging to the Eastern Cape Provincial Administration who utilizes this Bid, 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 herein.

(v) The term "Plant Agent" shall mean the Person, Firm or Company who either manufactures, distributes or is a franchise holder for any of the items of plant which are repaired under this Bid.

(vi) The term "Bid" or "Bid Document" shall mean the entire contents of this document.

(vii) The term "Site" shall mean any place where the repair work or a portion of the repair work is conducted.

(viii) The term "Department" shall mean any Department within the Eastern Cape Provincial Administration.

(ix) The term "net price" shall be the price excluding the VAT applicable.

(x) The term "Parties" shall refer to both the Bidder and the Employer.

(xi) The term "Council" shall mean the Industrial Council for the Iron, Steel, Engineering and Metallurgical industry.

(xii) 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 Council, 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 Council or the Department of Labour enabling him to be employed as a journeyman (Artisan). (xii) The term "Skilled Worker" shall mean a person who is not an Artisan, but who has been fully trained to carry out a specific task (or tasks) in all repair categories concerned. The person must have gained a minimum of four years' experience following the completion of the training.

(xiii) The term "Apprentice" shall mean a person serving under a Contract of Apprenticeship recognized by the Council, or a Contract of Apprenticeship registered under the Apprenticeship Act of 1944 as amended.

(xiv) The term "emergency repairs" shall mean a repair which, if not carried out urgently may result in:

- a) the loss of life
- b) damage to Departmental or Public property
- c) additional and unnecessary Departmental expenditure

(xv) The term "unskilled" labour shall mean an employee who is performing work either of a non-technical nature or if technical, has not had 10 years' experience.

(xvi) The term "Consequential loss" 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 Bidder, within the course and scope of the Bidder's duties in terms of the Bid, 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 specified in Clause 3.6.1 of these General Conditions of Bid, and to the replacement or repair and fitment of parts contiguous to the faulty and damaged parts referred to herein.

3.1.2 Scope of Repairs

The repairs to be performed by the Bidder under this Bid (hereinafter called "the Repairs") are described in the Scope of Repairs set forth in the Bid Specifications Part A.

3.1.3 Language/s and Law

- (a) The language of the Bid shall be English.
- (b) The Ruling Language shall be English.
- (c) The Bid shall be governed and construed according to the Laws of South Africa.

3.1.4 Changes in Legislation

Should there occur, subsequent to the date of this Bid, 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 bylaw which cause additional or decreased cost to the Bidder 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.

3.1.5 Headings

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

3.1.6 Designated Representative

The Employer's designated representatives for the Department of Transport are:

Mr M.I. Giyose

Department of Transport			
Private Bag X 0023			
BHISHO			
5605			
Telephone	: (040) 6024688		
Fax	: N/A		
Cell	0795076261		
E-mail	: <u>mxolisi.giyose@ectransport.gov.za</u>		

Mr L Hlati

Telephone	: N/A
Fax	: N/A
Cell	066 187 8990
Email	: <u>loyisohlati@ectransport.gov.za</u>

Mr Z Mbandazayo

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

Mr T Mtini

Telephone	: (040) 602 4626
Fax	: N/A
Cell	063 698 1635
E-mail	:thulani.mtini@ectransport.gov.za

Ms T Jili

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

Mr N Nkita

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

The Bidder will be required to give the details of his designated representative to the Employer on award of the Bid.

3.1.7 Notices

All notices under this Bid 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 registered post;
- by email

to the specific designated representative of the Parties as detailed in Clause 3.1.6 of the Special Conditions of Contract and the "Forms to be completed by "Bidder".

3.2 COMMENCEMENT, COMPLETION, ALTERATION AND ASSIGNMENT OF THE BID

3.2.1 Bid in Force

The Bid is considered to have come into force on the day of the signing of the Service Level Agreement between the Employer and awarded Bidders.

3.2.2 Commencement Date

The commencement date of the Bid shall be deemed to be a date of the signing of the Service Level Agreement between the Departmental and the awarded Service Provider

3.2.3 Commencement Time

The Bidder, on being supplied with an official order or a email thereof to perform repair work, shall commence with such repair work within **48 hours** of receipt.

3.2.4 Bid Period

The Bid period shall be for **three years** from commencement date.

3.2.5 Alterations

Should circumstances arise which require modifications to the Bid 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.

3.2.6 Assignment and Change of Ownership

The Bidders shall not, without the written consent of the Employer, assign the benefits, other than the assignment of any monies due or to become due under this Bid. The Bidder shall not, without the written consent of the Employer, in any way assign or transfer the obligations of this Bid or any part thereof. If the company is sold or the shareholding of the company changes in any way, the employer is to be advised immediately.

3.3 POSTPONEMENT AND TERMINATION OF THE BID

3.3.1 Notice by the Bidder

The Bidder may, by written notice to the Employer, terminate his Bid. The effective date of termination shall be 30 days after receipt of such notice by the Employer.

3.3.2 Force Majeure

The Bidder shall promptly notify the Employer, in writing, of <u>any</u> situation or event arising from circumstances beyond his control and which he could not reasonably foresee which makes it impossible for him to carry out in whole or in part of his obligations under this Bid. Upon the occurrence of such a situation or event, the Bid shall be deemed to be postponed for a period of time equal to that caused by the Force Majeure and a reasonable period not exceeding 10 days thereafter to re-mobilize for the continuation of the Bid. Notwithstanding the foregoing, the Employer reserves the right to have the repair carried out by any other Bidder who is not affected by the Force Majeure.

3.3.3 Disruption of Repairs

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 Bidder shall materially disrupt the execution of the repairs, or materially interfere with access to the site or constitute a material risk to persons or property, the Bidder shall make every endeavor to continue the repairs in areas unaffected by such disruption. The Bidder shall, however, advise the Employer immediately in writing if it is his intention to postpone the execution of the repairs, in whole or in part, until such time that the situation has normalized. Notwithstanding the foregoing, the Employer reserves the right to have the repair carried out by any other Bidder who is not affected by the disruption of services.

3.3.4 Default by the Bidder

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

The Bidder 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 3.2.3 of this section,
- he has abandoned the repairs and has failed to notify the employer in accordance with Clause 3.3.1 of this section,

- he has failed to carry out the repairs with due diligence and is taking a considerably longer time to complete a job than what is considered acceptable in the industry,
- he is not executing the repairs in accordance with the Bid or is persistently or flagrantly neglecting to carry out his obligations under the Bid,
- he has assigned the Bid or any part thereof without the consent in writing of the Employer,
- his standard of work is unacceptable to the Employer.

3.3.5 Entitlement of Bidder upon Postponement, Termination or Default

In the event of a postponement, or a termination of bid or removal of repair work to another Bidder in terms of Clause 3.3.1, 3.3.2, or 3.3.3, the Bidder shall be entitled to payment for work done in accordance with the rates in the Bid Specification prior to the effective date of such postponement or termination or removal of repair work.

In the event of the Bid being terminated due to the Bidder's default:

(i) the Bidder shall be entitled to receive the remuneration due for services rendered up to the date of default and reimbursement in full for work done at the rates detailed in the Contract Specifications as shall have been properly incurred prior to the date of default, less any monies due to the Employer.

(ii) The Bidder shall not be entitled to any further compensation.

3.3.6 Entitlement of Employer upon Default by the Bidder

The Employer shall be entitled to recover from the Bidder any costs which may have been incurred by the Employer resulting from any default by the Bidder as defined or implied under Clause 3.3.4.

3.3.7 Claims for Default

Any claim arising out of default and termination shall be agreed between the Employer and the Bidder or, failing agreement, shall be referred to mediation in accordance with Clause 3.8 of this Bid document.

3.3.8 Rights and Liabilities of Parties

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

3.4 THE RIGHTS AND DUTIES OF THE BIDDER

3.4.1 Skill, Care and Diligence

The Bidder shall exercise all reasonable skill, care and diligence in the performance of the repairs and shall carry out his responsibilities in accordance with recognized and accepted standards.

3.4.2 Observance of Laws and Customs

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

3.4.3 Provision of Expert Technical Advice and Skill

The Bidder will provide all the expert technical advice and skills which are normally required for the class of repairs for which he is engaged. Where specialist technical advice or assistance is required, beyond that committed under the Scope of Repairs, the Bidder may with the prior <u>written</u> agreement of the Employer arrange for the provision of such services. The Employer shall pay for all such services at net cost.

The Bidder shall, however, retain full unreserved responsibility for all the repairs which he is committed to render under this Bid.

3.4.4 Work to be to Satisfaction of Employer

The Bidder shall undertake the repairs in strict accordance with the Bid to the satisfaction of the Employer and shall comply and adhere strictly to the Employer's instruction and directions on any matter.

3.4.5 Work Performance

No work shall be performed by the Bidder without an official order from the Employer specifying the nature and extent of the repair required. Any additional work required and not covered by the order shall be carried out only after receiving a written instruction from the Employer.

The contractor is required to return **all** spare parts that are replaced as part of the repairs undertaken to the plant and vehicles repaired. All returned parts are to be returned in a clear sealed packet marked with the appropriate registration number. These parts are to be returned at the same time as the components or repaired vehicle are returned to The Department.

3.4.6 Regulations and Codes of Practice

All materials, equipment, operational methods and workmanship shall comply with the requirements of the Occupational Health and Safety Act 85 of 1993 as amended.

Any other Acts, Regulations or Codes of Practice which are promulgated and introduced during the currency of this Bid, shall apply as and when they become mandatory.

3.5 LIABILITY OF THE BIDDER

3.5.1 Responsibility and Liability of the Bidder

The Bidder shall be responsible and liable for all work performed and spare parts supplied for the Employer's equipment in terms of this Bid and <u>will repair at his own cost any damage caused</u> through faulty and/or negligent workmanship and/or defective spare parts fitted 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 spare parts.

3.5.1.1 Only where such damages are not caused wholly, or in part by vis major or causus fortuitus;

3.6.1.2 Provided that, where the Bidder repairs any defect within **48 hours** of being advised thereof, no such loss or damages, other than as defined in Clause 3.1.1 (xvi) of the General Conditions of Contract, may be claimed.

3.6.1.3 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 Bidder; and

3.6.1.4 Provided further that the maximum amount which may be claimed for consequential loss from the Bidder in respect of any one event from which a claim arises, apart from the complete repair of all damage, shall be an amount equivalent to the cost of one month hire of an equivalent item of equipment.

3.6.2 Indemnity by Bidder

The Bidder, by signing this Bid, 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 Bid 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 Bidder 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 Bidder 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 Bidder as a result thereof; and

ii. The Bidder, 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 of or damage in respect of all such claims, proceedings, damages, costs and expenses.

3.6.3 Damage Resulting from Acts by Employer, Agents or Suppliers

The Bidder 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 Bidder.

3.6.4 Insurances

a. <u>Employer's and Public Liability Insurance</u>

Unless notice to the contrary is given in writing by the Employer, the Bidder on being requested to perform work on any item of plant and/or equipment belonging to the Employer shall effect Employer's Liability Insurance and Public Liability Insurance to insure the joint interests of the Employer and the Bidder 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.

b. Insurance of Bidder'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 Bid for any reason whatsoever and it is a requirement that the Bidder effects and maintains for the period of the Bid a fully comprehensive policy of insurance covering loss of or damage to such equipment or vehicles howsoever arising.

3.7. OBLIGATIONS OF THE EMPLOYER

3.7.1 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 Bidder for the carrying out of his duties under this Bid.

3.7.2 Aid to the Bidder

The Employer shall facilitate the timely granting to the Bidder, and any of his personnel, in respect of the area where the repairs are to be carried out, of:

(i) Any necessary permits and licenses for performing the repairs;

(ii) Unobstructed access to all sites and locations involved in carrying out the services.

3.7.3 Allocation of Work

Where more than one Bidder is accepted for the same category of work within the same area, the Employer reserves the sole right to allocate work amongst the successful Bidders at his discretion, within the guidelines of the Preferred Procurement Policy Framework Act.

NB: The Employer is under no obligation to utilize any of the Bidders finally accepted as eligible to do work in terms of this Bid.

The Employer is entitled to engage the services of any individual, partnership, close corporation, firm, company, or other organization not accepted as a Bidder where it believes that the best interests of the Employer will be served by so doing, provided always that the appropriate purchasing procedures are strictly adhered to.

3.8 SETTLEMENT OF DISPUTES AND LODGING OF CLAIMS

3.8.1 Mediation

If any dispute or difference of any kind whatsoever shall arise between the Employer and the Bidder arising out of the Bid it shall be referred to a Mediator, without legal representation, at a place and

time determined by the Mediator. The opinion of the Mediator shall be final and binding on the Employer and the Bidder and not be subject to appeal.

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.

3.8.2 Lodging of Claims

In the event of the Bidder 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 explain in full detail the reason for the claim. Claims not submitted within 14 days of the event will not be considered under any circumstances whatsoever.

A notification of receipt of the claim, signed by the Employer, shall be obtained by the Bidder on the date of submission.

3.9 PERSONNEL

3.9.1 Artisans and Labourers

The Bidder shall provide all the artisans and labourers necessary to carry out the repairs allocated. Their qualifications shall be subject to the approval of the Employer.

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

3.9.2 Replacement of Staff

In the event of it becoming necessary to replace a member of his staff due to the circumstances detailed in clause 3.9.1 during the currency of the Bid, the Bidder shall arrange for such replacement with a person of comparable experience subject to approval by the Employer.

The Bidder shall be responsible for any costs that may arise because of the replacement of personnel.

In all cases requests for the replacement of personnel for whatever reason, must be presented in writing with the particular reasons stated.

3.9.3 Specialist Supervision & Control

The Employer reserves the right to engage the services of personnel to control the activities of the Bidder. The cost of the monitoring, checking, and testing shall be borne by the Employer.

Notwithstanding the appointment of such persons by the Employer, the Bidder shall always retain full and inseverable responsibility for the due performance of his obligations hereunder and for the satisfactory completion of the repairs. The Employer shall be liable for these experts' errors and/or omissions unless otherwise specifically stated in this document.

3.10 **REMUNERATION OF THE BIDDER**

3.10.1 Normal Work

The Employer shall pay the Bidder for the repair work in accordance with the rates set forth in Part D of the Contact Specifications.

3.10.2 Overtime

The working of overtime is not intended on this Bid 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 shown in Part D of the Contract Specifications.

3.10.3 Subsistence

The Bidder will be entitled to claim for accommodation for nights spent away from his base provided prior authority from the Employer for such "nights out" is obtained. The Bidder may claim actual costs incurred upon submission of the necessary accounts and receipts, subject to a maximum 3-star hotel rating, and excluding the cost of telephone calls, laundry and alcoholic beverages.

3.10.4 Transport Tariffs - Sedans, L.D.V.'s and Panel Vans

The Employer will reimburse the Bidder for transport and travelling costs in accordance with the tariffs set out in the Price Schedule which tariffs are based on the sum of the Department of Transport tariffs for private vehicles (LDV, 2500 cc) and the applicable hourly labour rate divided by an average of 80 km/hr. The travel rate thus provides for the artisans time charges whilst travelling to and from the job.

3.10.5 Bidders Mark-up on Materials & Spare Parts

The allowable mark-up on spare parts and materials used for the repairs will be as stated in Part D of the Bid Specifications.

3.10.6 Specialist Sub-Contractor / s

(i) All work, except for specialist repair work shall be carried out by the Bidder. No work shall be sublet without the prior approval of the Department. Upon request, the Bidder shall furnish details of the proposed Sub-Contractor together with rates and tariffs to the Department.

(ii) Any specialist work (e.g. alloy welding, or specialist machining, etc.) performed for the Bidder by a third party and forming an essential part of the repair, shall be invoiced to the Department by the Bidder at the net cost to the Bidder plus the percentage specified in Part D of the Bid Specifications.

(iii) The Bidder shall be responsible for all work undertaken by the Sub-Contractor as if it were his own.

3.10.7 Variation of Price

3.10.7.1 Variation of Labour Rate

The rates for labour (referred to in Clause 3.3.1 of part D).

Thereafter, the rates for labour shall be increased or decreased in accordance with the calculation for price variation set out in paragraph 3.10.7.2 below.

Subsequent variations will occur at twelve months intervals (from July) following the first variation.

3.10.7.2 Calculation of Variation of Labour Rate

The labour rate will be adjusted at twelve monthly intervals, according to the following formula:

$$Lr_{new} = Lr_o \times \frac{L_t}{L_o}$$

The rates shown in the tables covering all facets of Automotive Engineering will be adjusted at the time periods stipulated above, by a factor derived from the following formula.

Factor =
$$\underline{L}_t$$

 \underline{L}_o

Where

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

 $Lr_{o} =$ The prescribed artisan rate given in Clause 3.3.1 of Part D of the Bid Specifications.

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

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

t

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

o = The suffix "o" denotes the base indices applicable. These shall be the indices a p p l i c a b l e two months prior to the month during which the prescribed rates become effective.

The value for L_0 is given in Annexure B of this document.

Bidders will be advised of the new labour rates as and when they become available.

3.10.7.3 Variation of Travel Rate

The rates for travel (referred to in Clause 3.3.1, of part D) will remain fixed until the first day of August 2011.

Thereafter the rates will be varied in accordance with the calculation for price variation set out in paragraph 3.10.7.4 below.

Subsequent variations will occur at intervals of six months following the first variations.

3.10.7.4 Calculation of Variation of Travel Rate

The travel rate will be adjusted at six monthly intervals, commencing six months after the month in which the Bid closes, according to the following formula :

$$Tr_{new} = \frac{Lr_{new}}{80} + [Tr_{o} - \frac{Lr_{o}}{80}] \frac{F_{t}}{F_{o}}$$

Where

 Tr_{new} = The new travel rate applicable for the following six month period.

 L_r = The labour rate which is effective for the period in question, revised in accordance with the formula shown in paragraph 3.10.7.2 above.

- Tr_o = The prescribed travel rate given in Clause 3.3.1 of Part D of the BID Specifications.
 - Lr_o = The prescribed travel rate given in Clause 3.3.1 of Part D of the Bid Specifications.
 - 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 two months prior to the end of the twelve month period in question.

o = The suffix "o" denotes the base indices applicable. These shall be the indices applicable two months prior to the month during which the prescribed rates become effective.

The value for F_0 is given in Appendix B of this document.

Bidders will be advised of the new travel rates as and when they become available.

3.10.8 Sufficiency of Tender

The Bidder shall be deemed to have satisfied himself before submitting a Bid as to the correctness and sufficiency of the prescribed rates and prices as stated in Part D of the BID Specifications. The

rates and prices shall cover all his obligations under the Bid and all matters and things necessary for the proper execution of the repairs as stipulated or implied.

3.11 PAYMENTS TO THE BIDDER

3.11.1 Provision for Payments

The Employer shall effect payments to the Bidder in accordance with the rates and in the manner set forth in Part D of the Bid Specifications.

3.11.2 Submission of Invoices

The Bidder shall prepare an invoice with full details and supporting documentation for the work carried out and the amount claimed. The invoice should be forwarded to the office from which the order emanated, for processing.

Invoices must contain full details in a neatly presented format of the following, as applicable :

Labour, Material, Transport and Outwork.

Incorrectly completed, incomplete or illegible invoices will be totally rejected.

Monthly statements showing invoice amounts, invoice dates, job numbers and outstanding amounts are to be supplied by the Bidder upon request.

NB : All documentation relating to this Bid is to be kept by the Bidder for a period of three years following the date of invoice.

3.11.3 Items in Dispute

If any item on the invoice rendered by the Bidder is disputed by the Employer, the payment by the Employer of that part of the invoice which is not contested shall not be withheld. The items in dispute shall be deleted from the invoice and the amount claimed shall be amended. Payment can then be made on the amended invoice pending the outcome of the query.

3.12 INSPECTION OF PREMISES

3.12.1 Inspection Prior to Acceptance

The Employer, or his Agent, will inspect the premises, equipment and facilities of each Bidder before that Bidder can be accepted on to the contract. The purpose of the inspection is to ensure that the requirements of the contract have been met. This inspection forms part of the tender adjudication process.

Accepted Bidders who have applied for inclusion in additional categories on the contract, or for regrading within a category, will also be inspected prior to the approval of such applications.

The person designated to carry out the inspection will contact the Bidder beforehand to arrange a mutually acceptable time for the inspection.

Inspections during the Contract Period

The Employer reserves the right to carry out random inspections of Bidder's premises at any time during the contract period. The Employer is not required to give prior notification of a random inspection.

Unsatisfactory Inspections

If, during a random inspection, a Bidder's premises and facilities are found to be unsatisfactory, that Bidder will be advised of the faults found and will be given a period of not more than one month in which to effect improvements. No work will be given to the Bidder during that period. If, at the end of the improvement period, the premises and facilities remain unsatisfactory, the Bidder will be deemed to be in default and his Bid will be terminated.

PART A: SCOPE OF REPAIRS

1. INTRODUCTION

In order to facilitate and reduce the cost of repairs to the fleet of plant and vehicles belonging to the Department of Transport, the Employer has made a decision to utilize the services of specialized repair workshops located in and around the Province. Scheduled Services regularly detects faults which fall outside the definition of a minor repair, but which are not of sufficient magnitude to warrant the technical expertise of the Agents. These repairs can generally be performed on site or the defective component can be removed and repaired at a local workshop. In order to expedite these repairs the Employer has decided to allow local repairmen to repair these faults and supply related spare parts within the bounds of this Bid and whenever expedient. Payment for this work will either be on a 'time and cost' basis, ie. Hourly rate plus cost of materials, or on a 'fixed rate' basis, ie. Rate per repair activity. All rates have been determined by the Employer and will be subject to escalation during the course of the contract.

2. GENERAL

- a) The Bidder will be required, under this contract, to undertake repair work to the Department's fleet of plant and vehicles as specified by the Employer or his designated assistants, but subject at all times to the provisions of The Conditions of Contract and the Specifications of Bid.
- b) The Bidder will also be required to supply spares in line with awarded category/categories to the Employer upon request at the mark-up of not more than 15% added to the retail cost price of the spare part.
- c) Typical repairs to be undertaken by the Bidder will include, but shall not be limited to, the tasks as outlined in Clause 4 of this section.
- d) The Bidder will be required to provide all the transport, appropriately trained personnel, equipment and spare parts as detailed in Part B of the Bid Specification, necessary to carry out the repairs.

3. REPAIR CATEGORIES

The "**repairs**" and the "**supply of spares**" have been split into **twenty one categories**. The categories are detailed as follows:

- Category A General Repairs (Mechanical) (Diesel Vehicles only)
- Category B General Repairs (Mechanical) (Petrol vehicles only)
- Category C General Repairs (Mechanical) (Plant)
- Category D Welding and Fabrication
- Category E Auto Electrical Repairs
- Category F Fuel Injection Repairs
- Category G Automotive Engineering and Engine Assembly
- Category H Gearbox and Differential Repairs
- Category I Brake and Clutch Component Repairs
- Category J Air Brake System Repairs
- Repairs

Category K	Radiators and Oil Coolers
Category L	Roadworthiness Repair Centres
Category M	Accident Repairs
Category N	Automotive Glass Replacement
Category O	Hydraulic Hose Repairs
Category P	Specialized Hydraulic Repairs
Category Q	Crawler Undercarriage Component Repair
Category R	General Machining
Category S	Fitment Centres
Category T	Vehicle Testing Stations
Category U	Minor Plant and Equipment

It is the policy of the Government of the Province of the Eastern Cape to facilitate the development of small, medium and micro enterprises, and, in particular, emerging contractors To assist with this process, several of the above categories have been split into two grades. The grades define the amount of tools or equipment required by the Bidder and therefore determines the level of the repair work that the Bidder is able to undertake. Further to the above statement, some categories have given preference to the **EME and QSE** as described in SBD6.1, to ensure the implementation of DOT Local Economic Development.

Bidders accepted on the Bid at a lower grade may during the Bid period, apply for inclusion at a higher grade, subject to the requirements of Clause 4 of the General Conditions of Contract. Bidders are required to complete the questionnaire under the section "Forms to be Completed by Bidder" which will indicate which category (or categories) and grades (where appropriate) they wish to be considered for.

Bidders will be required to give quotations (**within 5 working days**) on repair work and the spares required, where it is considered to be in the Employer's interest.

4. **REPAIRS TO BE PROVIDED**

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

<u>Category A</u> <u>General Repairs (Mechanical) (Diesel Vehicles) Grade 1 + Grade 2</u>

General Maintenance repairs of road vehicles (including trailers) powered by diesel engines. Includes removal and replacement of components, repair of certain components.

<u>Category B</u> <u>General Repairs (Mechanical) (Petrol) Grade 1+ Grade 2</u>

As for Category A, but limited to working on petrol-powered vehicles only.

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

<u>Category C</u> <u>General Repairs (Mechanical Plant)</u>

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

Category D Welding and Fabrication

Field maintenance welding repairs and General steel fabrication

<u>Category E</u> <u>Auto Electrical Repairs</u>

Repairs to all auto-electrical components.

Category F Fuel Injection Repairs

Repairs to all diesel fuel injection components. Repairs to turbo chargers.

<u>Category G</u> <u>Automotive Engineering and Engine Assembly</u>

Remove, strip, quote, rebuild and refit engines.

NOTE: The Contractor in Category G is responsible for arranging the following if required: the cleaning or overhauling of radiators and/or oil coolers the overhauling of turbo chargers the overhauling of fuel pumps and injectors

The Bidder may be required to send these components to firms participating on this contract: hence the Employer should be contacted before the Bidder 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 H Gearbox and Differential Repairs

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

Category I Brake and Clutch Component repairs

Grade 1 Facility: Relining brakes shoes and skimming brake discs and drums of light vehicles only

Grade 2 Facility: Repairs to all brake and clutch system components.

Category J Air Brake System and Component Repairs

Repairs to pipe work and components on air brake systems, including air/hydraulic systems.

Category K Radiators and Oil Coolers

Repairs to and re-coring of radiators and oil coolers.

Category L Roadworthiness Repair Centres

Carry out roadworthy tests. The test must be carried out by an approved roadworthiness testing centre.

Category M Accident Repairs

<u>Grade 1 Facility:</u> Carry out body repairs of a non-structural nature to plant and vehicles and any mechanical repairs directly related to the repair of accident damage.

<u>Grade 2 Facility:</u> Repair of structural damage that falls within the parameters of the Contractor's equipment, including any mechanical repairs directly related to the repair of the accident damage. The Contractor will also be required to offer **Towing Services** as and when a need arises within the Department. The need will be precipitated by emergency cases and when Departmental transportation is not available.

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

<u>Category N</u> <u>Automotive Glass Replacement</u>

Replacement of widescreens and other safety glass.

<u>Category O</u> Hydraulic Hose and Pipe Repair

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

Category P Specialized Hydraulic Repairs

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

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

<u>Category Q</u> <u>Crawler Undercarriage Component repairs</u>

Repairs to track chain assemblies, rollers, idlers and sprockets.

<u>Category R</u> <u>General Machining Grade 1 + Grade 2</u>

Manufacture of pins, bushes, shafts, etc.

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

Category S Fitment Centres

Supply and fit exhaust systems, shock absorbers and tow bars. Check and adjust wheel alignment. Repair punctures, fit tyres supplied by the Employer.

Note: Supply of tyres and batteries is <u>not</u> permitted under the terms of this contract.

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

Category T Vehicle Testing Stations

General testing of vehicles (Medium to heavy duty Trucks, Busses and related vehicles) requiring fitment certificate/ Road worthy certificate in line with Roads Act.

Category U Minor Plant and Equipment

General maintenance and repairs of minor plant and equipment, including removal and replacement of components and repair of certain components. Minor plant (Equipment Power output of not more than 40KW) covers but not limited to Fork lifts, Gen sets, Jumping Jacks, Pedestrian Rollers, Road Markers, Chain saws, Cranes, Workshop Equipment

5. CAUSE OF FAILURE

Before commencing with a repair, the Bidder shall, where possible, make every effort to determine the cause of 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 failure is extensive, the Bidder shall notify the Employer who shall decide on what course of action to take.

6. WARRANTY

The Bidder shall unconditionally guarantee any work performed on the Employer's plant and vehicles for the time periods shown below.

Category A	4	months (all)
Category B	4	months (all)
Category C	4	months (all)
Category D	6	months
Category E	4	months
Category F	4	months
Category G	12	months
Category H	12	months
Category I	6	months
Category J	6	months
Category K	4	months (cleaning and repair)
	12	months (recore)

Category M	4	months (parts)
	12	months (panel beating and painting)
Category N	12	months (excluding breakage)
Category P	6	months
Category Q	6	months
Category R	6	months
Category S	12	months (except wheel alignment)
Category U	4	months

7. MAINTENANCE OF RECORDS

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

8. TRAINING

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

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

a) He shall submit a monthly progress report on any Departmental apprentice assigned to him for practical training.

b) Whilst the trainee is under the supervision of the Bidder it shall be a requirement that the trainee complies with the regulations of general conduct laid down by the Bidder.

c) Any breach of discipline by the trainee must be reported immediately to the Department.

d) Wherever possible the Bidder should follow the training schedule as laid down by the Department.

e) The Bidder will be reimbursed for any agreed extra costs incurred by himself which can be attributed directly to the provision of training to the apprentice.

f) The Bidder shall be responsible and liable for the apprentice's work performance during the period of training.

9. **REPORTING ON PLANT ABUSE**

The Bidder 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.

10. STANDARD FIXED PRICE LISTS

Approved Bidders who are franchise holders, may be requested to submit standard price lists for replacement parts, parts exchange components, consumables etc., to the Employer for reference purposes.

CONTRACT SPECIFICATIONS

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

1. GENERAL

The Bidder will provide all labour, transport, materials, tools, consumables and facilities required to carry out the repair work.

2. PERSONNEL

Artisans where applicable or otherwise skilled workers.

On request, the Bidder must submit proof of qualifications and experience of all artisans, and indenture ship of all apprentices, who will be performing work on this contract.

3. TRANSPORT

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

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

4. MATERIALS

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

NOTE : Contractors will be required to obtain permission from the Employer if a "non -genuine" or "second hand" spare part is utilized for a repair.

5. TOOLS, EQUIPMENT AND QUALIFIED PERSONEL

5.1 Fax Machine

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

Specialized Tools and Equipment

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

Standard Artisan's Tool Set

- Open and ring spanners, 6 32 mm
- Adjustable spanner, 250 mm
- Set engineer's screwdrivers, flat and pozi
- Pry bar
- Set pin punches, 3 12 mm
- Centre punch
- Set allen keys, 3 10 mm
- Side cutter
- Engineer's pliers
- Long nose pliers
- Circlip pliers, internal and external
- Water pump pliers
- set hollow punches, 6 16 mm
- feeler gauge set, 0.1 1.0 mm
- engineer's hammers, 250 gram and 450 gram
- cold chisel
- vice grip
- wire brush
- scraper
- hacksaw
- flat file, 200 mm, 2nd cut

5.2 Category A: General repairs (Mechanical) (Vehicles)

NB: Mini Busses up to 15 seaters, LDV and medium size trucks up to 5 ton platform trucks without attachment) to be directed to the SMME's.

Category B: General Repairs (Mechanical) (Petrol vehicles only)

Appropriate Trades

Category A:

Diesel Mechanics, Construction Plant Mechanic

Category B:

Motor Mechanic

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:

Equipment – Grade 1 Facility:

- Standard Artisan's Tool Set, as described in Clause 5.3
- $\frac{1}{2}$ " drive socket set, 10 27 mm
- Battery servicing Hydrometer
- Bench Grinder
- Compressor
- Grease Gun

- Hand Held Electric Drill
- Hydraulic Jack 5 tonne
- Inspection Pit or Vehicle Hoist
- Parts Cleaning facility
- Radiator Pressure Tester
- Soldering Equipment
- Torque Wrench (¹/₂" drive, 150Nm)
- Trestles
- Trolley Jack 5 tonne
- Vice
- Welding Plant Electric 140 amp minimum
- Welding Plant Oxy-Acetylene
- Workbench
- Oil Measures
- Heavy Duty jumper cables

Additional Equipment for Grade 2 Facility

- 3/4" drive Socket Set, 24 40 mm
- Battery Charger
- Bearing Pullers (internal and external)
- Compression Gauge
- Engine Crane (2 tonne)
- Hydraulic Jack 12 tonne
- Press 5 tonne
- Pressure Washer
- Pulley Extractor
- Trolley Jack 10 tonne
- Wheel Pullers

Additional Equipment for Category B (Grade 2 facility) only

- Electronic Engine Diagnostic Equipment
- Exhaust Gas Analyser
- Timing Light

Premises

- Floor space (50 m² minimum)
- Demarcated wash bay with effective grease trap
- Evidence of good housekeeping and appearance
- Evidence of compliance with the Occupational Health and safety Act

Safety

- Fencing security (optional)
- Fender covers
- Seat covers
- Fire extinguishers
- First Aid Kit

- Painted floors (optional)
- Workshop safety signs

Accreditation

Successful contractors must be members of a recognized automotive repair association (Accredited General Repair Workshop)

5.3 Category C: General Repairs (Mechanical) (Plant)

Appropriate Trades

Diesel Mechanic, Construction Plant Mechanic, Earthmoving Equipment Mechanic, Machine Fitter.

Equipment

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

- Standard Artisan's Tool Set, as described in Clause 5.3, plus:
 - \circ 1/2" Drive Socket set, 10 27mm
 - \circ ³/₄" Drive Socket Set, 24 50 mm
 - $\,\circ\,$ Allen keys to 16 mm
 - \circ hollow punches to 25 mm
- Battery Servicing hydrometer
- Battery Charger
- Bearing Pullers (internal and external)
- Bench Drill
- Bench Grinder
- Compressor
- Compression Gauge
- Grease Gun
- Hand Held Electric Drill
- Hand Held Tachometer
- Hydraulic Jack 20 tonne
- Hydraulic Press 20 tonne
- Hydraulic Test Gauges
- Lifting equipment for engines
- Parts cleaning facility
- Pressure washer
- Pulley Extractor
- Radiator Pressure Tester
- Soldering Equipment
- Sledge Hammer 7 kg
- Torque Wrenches to 250Nm
- Trestles
- Trolley Jack
- Vice
- Welding Plant Electric 220 amp minimum
- Welding Plant Oxy-Acetylene
- Workbench

• Oil Measures

Premises

- Floor space (90m² minimum)
- Demarcated washbay with effective grease trap
- Evidence of good housekeeping and appearance
- Evidence of compliance with the Occupational Health and Safety Act

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

- A mechanically sound vehicle, equipped with:
 - A Standard Artisan tool Set as described in Clause 5.3, plus
 - Allen keys to 16 mm
 - Hollow punches to 25mm
 - Torque wrenches to 250Nm
 - ¹/₂" Drive Socket set, 10 27mm
 - ³⁄₄" Drive Socket Set, 24 50 mm
 - sledge hammer, 7kg
 - hand or foot operated grease pump
 - heavy duty battery jump cables
 - hydraulic test gauges
 - oil measure

5.6 Category D – Welding and Fabrication

Appropriate Trades

Artisan Welder, Boiler Maker

Equipment

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

- Gantry or similar lifting device: 1.5 tonne winch
- Welder: 0 300 amp
- Oxy-Acetylene welding and cutting set
- Mechanical saw (or abrasive disc cutter)
- Hydraulic Press: 0 20 tonne
- Welding Table
- Assorted Clamps
- Angle Grinder: 225 mm
- Hand Held Electric Drill: 13 mm
- Pillar drill: for MT drills
- Drill bits up to 25 mm diameter
- Tools for measuring and marking out

For field welding repairs, the successful contractor will have a mechanically sound vehicle, appropriately equipped for welding repairs on site, with the following equipment, at minimum:

- 200 amp (or larger) welding set (with 220V 3kVA auxiliary output)
- heavy duty welding cables, 10m long
- oxygen and acetylene cutting and welding equipment (4.6 kg cylinders or larger)
- angle grinder, 2500W, 225 mm
- a full set of tools related to the welding trade

Premises

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

Safety

- Fencing security (optional)
- Fire extinguishers
- First Aid Kit
- Painted floors (optional)
- Workshop safety signs

5.7 Category E: Auto Electrical

Appropriate Trade

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 "brand name" test bench with facility to test starters, alternators, and distributors.
- A growler
- Battery load tester with at least 300 amps
- Volt/amp tester: 0 5 amps or 1 24 volts
- A diode tester
- A regulator tester
- A set of hand tools, including
 - 1/4" drive socket set, 4 to 12 mm
 - open and ring spanners, 6 19 mm
 - set of flat screwdrivers
 - set of pozi screwdrivers # 0 3 (or screwdriver bits)
 - set of Phillips screwdrivers # 0 3 (or screwdriver bits)
 - set of Torx® screwdriver bits #T10 T40
 - set Allen keys, 1.5 to 10 mm
 - Iong nose pliers
 - circlip pliers, internal and external
 - engineer's pliers
 - set pin punches, 3 to 10 mm
 - engineer's hammer, 250 gram
- soldering equipment
- battery terminal moulds
- pullers, internal and external
Accreditation

Successful Contractors must be members of a recognized automotive repair association (Accredited Auto Electrical Workshop).

5.8 Category F: Fuel Injection Repairs

Appropriate Trade:

Diesel Mechanic

Equipment:

The successful Contractors shall have a <u>fully equipped</u> diesel fuel injection pump room. It is accepted that contractors may specialize in one particular franchise e.g. Bosch. This information must be disclosed on form D. The minimum tooling required for participation in this contract is:

- A "brand name" diesel test bench
- Calibration nozzle holders
- Calibration test tubing
- Injector nozzle tester
- ALDA tester
- All the required clamps and measuring devices
- hand tools to dismantle and re-assemble pumps, injectors and turbochargers

Affiliation

Successful Contractors must be members of SADFIA (Accredited Diesel Fuel Injection Establishment)

5.9 Category G: Automotive Engineering

Appropriate Trade:

Fitter and Turner, Automotive Machinist, Petrol and Diesel Mechanic

Equipment:

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

- Crankshaft grinder
- Line borer
- Reboring machine
- Conrod resizer
- Surface grinder or a milling machine
- Valve sheet refacer
- Valve refacer
- Centre lathe

- Heated degreasing bath
- Dynamometer suitable for the testing of all engines which may require repair in terms of this Contract.
- NOTE: In certain circumstances, consideration may be given to Contractors who do not possess their own dynamometer, but who have access to one.
- NOTE: Contractors will be required to have ready access to facilities for crack detection by the magnetic particle method and for Rockwell hardness testing.

Accreditation

Successful Contractors must be members of a recognized motor automotive association (Accredited Engineering Establishment)

5.10 Category H: Gearbox and Differential Repair

Appropriate Trade:

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

Equipment:

The successful Contractor 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 preferably 2 or 4 post hoist
- Workshop compressor
- 2 axle stands per bay
- work benches and vices
- parts cleaning facility
- relevant pullers and special tools for bearings and gear removal
- 3 tonne press
- radiator cleaner
- torque converter flusher
- equipment to hold engines while removing transmissions
- set spanners, 6 32 mm
- stillson wrench
- socket set, 8 32 mm
- set of chisels small
- duralite hammer, 450 gram (or copper)
- engineer's hammers, 250 gram and 450 gram
- pair side cutting pliers
- pair gas pliers
- pair long nose pliers
- circlip pliers, internal and external
- vice grip
- set Allen keys, 5 16 mm
- set of Torx® keys (T15 T50)
- torque wrench/es, 1 250 Nm

- set measuring instruments
- center punch
- set pin punches up to 10 mm
- set Phillips screwdrivers
- sliding hammer
- creeper
- electric drill
- pencil grinder
- bench grinder
- facility to heat bearings
- multi meter
- oxy-acetylene welder
- electric welder
- 1 lead light per bay

Premises:

- Floor space (92m² minimum)
- Evidence of good housekeeping and appearance
- Evidence of compliance with the Occupational Health and Safety Act

Safety:

- Fencing security (optional)
- Fender covers
- Seat covers
- First Aid Kit
- Fire extinguishers
- Painted floors (optional)
- Workshop safety signs

General:

- Record keeping procedure for products sold
- Identification procedure for units

Accreditation

Successful Contractors must be members of a recognized motor automotive association (Accredited Automotive Transmission and Driveline workshop)

5.11 Category I: Brake and Clutch Friction Component Repairs

Appropriate Trade:

Skilled workers with a minimum of 4 years' experience.

Equipment and Material:

a) <u>General (Grade 1 and Grade 2)</u>

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).

b) Grade 1 Facility

The following Contractors will have at least the following equipment available:

- Gas burner, or mechanical means of removing worn linings
- Linishing machine
- Sandblaster, or similar cleaning machine
- Thermostatic oven with pyrometric control and adequate circulation to ensure even temperature
- Radius grinder with calibrations for depth of cut and measuring gauges must be on hand
- Brake drum lathe up to 250 mm dia drums
- Bonding bands with turn buckles
- Finishing machines of side grinder
- Precision measuring instruments (vernier/micrometer)
- c) Additional Equipment for Grade 2 Facility:
- Compressor
- Pneumatic or hydraulic press
- Riveting machine
- Drilling machine
- Brake drum lathe for heavy vehicles
- Brake drum grinder (for removing hard spots)
- Dial gauge for measuring run-out
- Grinding machine for refacing clutch pressure plates
- Setting and stripping table with appropriate gauges
- Spring tester
- Pressure plate tester
- Machine for riveting diaphragm type pressure plates
- Suitable bench mounted jigs/run-out mandrel to test trueness of plates

Premises (Grade 1 and Grade 2

- Evidence of good housekeeping and appearance
- Compliance with Occupational Health and Safety Act
- Well ventilated working areas with effective dust extraction
- Well trained and supervised staff

Safety (Grade 1 and Grade 2)

- Fencing security (optional)
- First Aid Kit

• Painted floors (optional)

Accreditation

Successful Contractors must be members of recognized motor automotive association ccredited Automotive Component Remanufacturer)

5.12 Category J: Air Brake System Repairs

Appropriate Trade

Skilled Worker, Diesel Mechanic

Equipment:

The successful Contractor must have a clean workshop specially equipped to carry out repairs on air brake systems and components (including air/hydraulic systems). It is accepted that Contractors may specialize in one particular franchise, eg Wabco. This information must be disclosed on Form D (Forms to be completed by Bidder. The minimum equipment required for participation in this Contract is:

- Standard Artisan's Tool Set, as described in Clause 5.3
- Appropriate equipment for testing of air brake components and hydraulic components (pressure hold and release, etc)
- Bench Drill
- Bench grinder with wire brush wheel
- Chemical rinsing bath (and /or sandblast cleaning facility)
- Cylinder honers (for hydraulic cylinders and compressor cylinder barrels)
- Hydraulic Press 5 tonne
- Pipe cutter for metal and plastic pipe
- Pipe bending tool
- Pipe swaging tool
- Piston ring compressor
- Piston ring pliers
- Press with safety cage for dismantling spring brake chambers
- Welding and cutting set oxy acetylene
- Welding machine, electric minimum 140amWorkshop compressor
- 2- or 3- leg puller

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

- Standard Artisan's Tool Set, as described in Clause 5.3
- Test gauges for air and hydraulic systems
- Quantity of air brake plastic pipe
- Assortment of plastic pneumatic pipe fittings

Premises:

- Floor space (50m² minimum)
- Evidence of good housekeeping and appearance

• Evidence of compliance with the Occupational Health and Safety Act

<u>Safety</u>

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

5.13 Category K: Radiator and Oil Cooler Repairs

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

Appropriate Trade:

Skilled Worker

Equipment:

The minimum equipment required for participation in this contract is:

- A boil out bath
- A hot water test tank with Penetrace
- Correct size soldering nozzle to be used (No. 2)
- Radiator stands and dross (scrap solder) trays needed
- Correct solder to be used (S7 or S4)
- Correct flux for soldering needed (Radflux)
- Spray booth
- Extraction fans needed
- Fire extinguishers
- Clean workshop with safety signs
- Well trained staff needed

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 members of recognized motor automotive association (Accredited Radiator Specialist)

5.14 Category L: Road Worthiness Repair Centre

The successful Contractor's must have a fully equipped workshop. The workshop must be equipped with the following facilities and equipment:

Appropriate Trade:

Diesel Mechanic, Motor Mechanic

Equipment:

- <u>Arbor press</u>
- Standard Artisan's Tool Set, as described in Clause 5.3, plus:
 - ¹/₂" drive socket set, 10 27 mm
 - ¾" drive socket set, 24 50 mm
- Battery servicing Charger
- Battery servicing Hydrometer
- Bearing Pullers (internal and external)
- Bench Drill
- Bench Grinder
- Compression Gauge
- Compressor
- Creepers
- Cylinder Vacuum Gauge
- Gas Analyser
- Gearbox Jack
- Hydraulic Jacks 12 tonne
- Lubrication Equipment
- Oil Seal removers
- Piston Ring Compressor
- Pulley Extractor
- Radiator Pressure Tester
- Soldering equipment
- Tool cupboard
- Torque Wrench
- Trestles
- Tyre changing equipment
- Vices
- Welding Plant Electric
- Welding plant Oxy-acetylene
- Wheel Pullers
- Workbenches
- An air pressure system tester
- A headlight centering device
- An inspection pit of at least 2m length
- A high pressure steam cleaner

Premises **199**

- Floor space (92m² minimum)
- Demarcated wash bay with effective grease trap
- Evidence of good housekeeping and appearance
- Occupational Health and Safety Act

<u>Safety</u>

• Fencing – security (optional)

- Fending covers
- First Aid Kit
- Painted floors (optional)

Accreditation

Successful Contractor's must be members of recognized motor automotive association (Accredited General Repair Workshop)

5.15 Category M: Accident Repairs

Appropriate Trade:

Automotive Body Repairer, Spray Painter

Equipment

Grade 1 Facility – non-structural repairs only:

The successful Contractor must be registered by other Retail Motor Industry (RMI) as Unaccredited member. The following equipment is required as a minimum:

Paint Shop:

- Enclosed area for spray painting with extraction unit
- 2 spray guns
- suitable compressor
- in-line filters
- respirators with fresh air supply
- set of touch-up brushes
- adequate pressure hoses
- polishing machine

Repair Shop

- Basic artisan's tools
- Set of working covers to protect seat and fenders
- Pop rivet gun
- Power drill machine
- Angle grinder
- Orbital sander
- 2 wheel spanners (SAE + metric)
- lead light
- tyre pressure gauge and pump
- headlamp setting facility

Grade 2 Facility - structural repairs:

The successful Contractors must be members of the Retail Motor Industry Organization and be accredited by its associate constituent, SAMBRA, as Advanced Structural Repairer or Major Structural Repairer. The following equipment is required as a minimum (in addition to that specified above for Grade 1 facility):

Paint Shop

- spray booth/ oven combination
- spray gun
- mixing bench and scales
- paint shop stands
- short wave infrared lights
- mobile dry flatting system
- primer spray with extraction unit
- paint mixing room with separate ventilation system

Repair Shop

- 2 or 4 post hoist
- engine hoist
- 8 trestles or jack stands
- MacPherson strut press or spring clamps
- Tool trolley
- Creepers
- Work benches with vices
- Bench grinder
- Cutter or alternative
- Body saw
- CO₂/MIG/MAG welder
- Spot welder with dent pulling facility
- Welding hood
- Spot weld remover
- High pressure cleaner
- Battery charger
- Radiator pressure test kit
- Vehicle electronic protection system
- 10 tonne power set and accessories
- floor mounted or mobile chassis straightening frame with 10 tonne pulling capacity

Premises (Grade 1 and Grade 2 facilities):

- Workshop premises to comply with OHSA requirements
- Workshop floors must be clean and oil free
- Adequate lighting with no faulty globes or tubes
- Working area must be well ventilated
- General business to be conducted in a workshop which is roofed and walled
- Storage facilities for parts
- Storage facilities for vehicles with security

Additional requirements for Grade 2 Facility:

- Demarcated undercover quote bay
- Demarcated paint preparation bay
- Vehicle delivery bays

NB: The Contractor will also be required to offer **Towing Services** as and when a need arises within the Department. The need will be precipitated by emergency cases and when Departmental transportation is not available. The Contractor will bid the rate per Km which will be escalated in six months interval in line with SEIFSA indices for road freight.

5.16 Category N: Automotive Glass Replacement

The 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 Employer.

Appropriate Trade:

Skilled worker

Equipment:

The minimum equipment required for the participation in this contract is:

- A mechanically sound vehicle with the necessary tools and equipment required to carry out on-site glazing tasks
- Ball pein hammer 250 gram
- Beading/molding removal tool
- Canopy tool
- Circlip pliers, external
- Dashboard guard
- Dolly for adjusting the shape of pinch weld seams
- Extension lead minimum 10m long
- Hand broom and tray
- Hand held electric drill (12 volt battery drill acceptable)
- Hook tool
- Heavy duty caulking gun
- Industrial vacuum cleaner to remove shattered glass
- Piercing tool
- Pop rivet gun
- Portable windscreen stand
- Putty knives broad and narrow
- Rope (for rubber jobs, kept in tin with talcum powder)
- Set of flexible combination spanners, 8 to 24 mm
- Set of screwdrivers, flat and Pozi
- Set of Torx® spanners (or screwdriver bits)
- Sharp chisel
- Side cutter
- Socket set, 8 to 19 mm
- Stanley knife with spare blades
- Suction cups (2) (preferably single cup type)
- Wire cutting handles

Premises:

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

<u>Safety</u>

- Fencing security (optional)
- Fender covers
- Seat covers
- Dashboard guard
- Fire extinguishers
- First aid kit
- Painted floors (optional)
- Workshop safety signs

5.17 Category O: 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
- Machine for installing hose fittings (to suit type of fittings in use)
- Gauges for checking crimping of fittings
- Machine for skiving hoses
- Pipe flaring tool
- Pipe bending tool

5.18 Category P: Specialized Hydraulic Repairs

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

Appropriate Trade:

Construction Mechanic, Earthmoving Plant Mechanic, Diesel Mechanic, Motor Mechanic, Fitter and Turner, Tool Jig and Die Maker

Equipment:

The minimum equipment required for participation on this Contract is:

- chain vices to grip cylinders with diameter between 0 and 300 mm
- chain wrench to grip cylinders with diameter between 0 and 300 mm
- stillson wrench approximately 900 mm length
- inside and outside micrometers 0 to 300 mm
- hydraulic test gauges 0 to 300 bar
- full set of hand tools, including:
- spanners, 6 -32 mm
 - adjustable spanner, 300 mm
- set ¹/₂" drive sockets, 10 27 mm
- set ³/₄" drive sockets, 24 50 mm
- set Allen keys, 2 16 mm
- circlip pliers, internal and external
- "C" spanners
- hydraulic test bench for testing of pumps, motors, rams and valve banks. Max flow not less than 120 litres/min; max pressure – not less than 300 bars. The test bench should consist of a power unit, valve bank, adjustable relief valves and gauges (pressure, flow and rev. counter). It must include a variable speed drive for testing pumps.
- electric welder minimum 200 amp
- MIG welder
- centre lathe
- universal milling machine
- honing machine for hydraulic cylinders up to 300 mm dia and 3000 mm long
- hydraulic press 20 ton
- steel workbench
- supports for cylinders under repair
- spray gun and compressor
- bench grinder
- portable angle grinder

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

Premises:

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

<u>Safety</u>

- Fencing security (optional)
- Fire Extinguishers
- First Aid Kit

- Painted floors (optional)
- Workshop Safety Signs

5.19 Category Q: Crawler Undercarriage Component Repairs

Appropriate Trade:

Skilled workers with a minimum of 4 years experience

Equipment:

The successful Contractors must have a workshop specifically equipped for the purpose of reconditioning crawler undercarriage components. The minimum equipment required for participation on this Contract is:

- 50 tonne Hydraulic Press with attachments for dismantling and assembling track rollers
- 180 tonne Track Press with attachments and alignment jigs for removing and replacing track pins and bushes
- track assembly table
- Semi-automatic submerged-arc welding machine for rebuilding rollers and idlers
- MIG welding machine for welding sprocket rims and grouser bars
- Jigs for accuracy replacing sprocket rims
- Pneumatic wrenches with a selection of sockets to suite commonly used track bolts

Premises:

- Floor space (92m² minimum)
- Evidence of good housekeeping and appearance
- Well screened welding areas
- Well defined work areas for each repair task
- Compliance with Occupational Health and Safety Act
- Painted floors (optional)
- Well trained and supervised staff
- Enclosed storage area for overhauled components

5.20 Category R: General Machining

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

Appropriate Trade:

Fitter and Turner, Tool Jig and Die Maker.

Minimum Equipment for Grade 1 Facility:

• Centre lathe: 1000 mm between centres, 200 mm swing over bed

- Hydraulic press: 0 20 tons
- Gantry: 1.5 tonne winch
- Welder: 0 200 amps
- Cut off saw: 400mm
- Compressor
- Oxygen and acetylene welding and cutting set
- Power tools: angle grinder, hand held drill
- Bench drill, 13 mm
- Drills, up to 16 mm dia
- Taps and dies (metric and imperial)
- Machine reamers
- Adjustable reamers: 10 25 mm
- Micrometers: internal and external, 0 100 mm
- Verniers: 0 150 mm

Minimum Equipment for Grade 2 Facility:

- Centre lathe: 1200 mm between centers, 300 mm swing over bed
- Hydraulic press: 0 20 tonnes
- Gantry: 5 tonne winch
- Welder: 0 300 amp
- Mechanical saw
- Universal milling machine
- Slot drills, end mills and face mills
- Shaping machine
- Compressor
- Oxy-acetylene welding and cutting set
- Angle grinder: 225 mm
- Hand held electric drill: 13 mm
- Pillar drill: for MT drills
- Drills up to 25mm dia
- Taps and dies (metric and imperial)
- Adjustable reamers: 10 40 mm
- Micrometers: internal and external, up to 150 mm
- Verniers: 0 200 mm
- Dial gauge with magnetic base

Premises (Grade 1 and Grade 2 Facility)

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

Safety

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

5.21 Category S: Fitment Centres

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, check and adjust wheel alignment, fit exhaust systems, repair punctures.

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 5.3, plus:
 - ¹/₂" drive socket set, 10 27 mm
- 2 or 4 post vehicle hoist, with free-wheel facility
- trestles or jack stands (8)
- trolley jack 5 tonne
- exhaust stands, to support exhaust pipe/silencer under vehicle (4)
- exhaust pipe bending tool
- oxy-acetylene welding set
- shock absorber testing machine
- MacPherson strut press or spring clamps
- optical wheel alignment machine
- tyre changing equipment
- tyre bath
- tyre inflator
- wheel balancing machine (dynamic)
- 2 wheel spanners (SAE and metric)
- compressor

Premises:

- Floor space (150m² minimum)
- Evidence of good housekeeping and appearance
- Evidence of compliance with the Occupational health and Safety Act

<u>Safety</u>

- Fencing security (optional)
- Fender covers
- Fire Extinguishers
- First Aid Kit
- Painted floors (optional)
- Workshop Safety Signs

Accreditation

Successful Contractors must be members of a recognized motor automotive association (Accredited Vehicle Fitment Centre and/or Accredited Vehicle Accessory Centre.

5.4 Category T: Vehicle Testing Stations (Grade A)

Appropriate Trades

Registered Examiner graded in terms of section 3 of the Roads Act, 1989 (Act No. 29 Of 1989), eNatis Officer(registered by the MEC of Transport)

Equipment

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

Equipment

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

- Brake Test Machine
- Brake Rollers
- Brake Test Printer (for print outs)
- Play Detector (to show all moving parts)
- Scuff Guage (to measure wheel alignment)
- Light Beam Tester

Premises

- Inspection/Examination pit meeting the requirements of Grade A ((at least 18m
- Suitable road testing area meeting requirements of a Grade A facility
- Evidence of good housekeeping and appearance
- Evidence of compliance with the Occupational Health and Safety Act

5.5 Category U: General Repairs (Minor Plant and Workshop Equipment)

Appropriate Trades

Diesel Mechanic, Petrol Mechanic, Machine Fitter and Skilled Worker

Equipment

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

- Standard Artisan's Tool Set, as described in Clause 5.3, plus:
 - \circ 1/2" Drive Socket set, 10 27mm
 - o ¾" Drive Socket Set, 24 50 mm
 - o Allen keys to 16 mm
 - o Torx, hex and multi spline allen keys
 - o hollow punches to 25 mm
 - o ¹/₄" drive socket set
 - o 3/8" drive socket set
- Battery Servicing hydrometer
- Battery Charger
- Bearing Pullers (internal and external)

- Bench Drill
- Bench Grinder
- Compressor
- Compression Gauge
- Grease Gun
- Hand Held Electric Drill
- Parts cleaning facility
- Pressure washer
- Pulley Extractor
- Soldering Equipment
- Sledge Hammer 7 kg
- Torque Wrenches to 250Nm
- Vice
- Welding Plant Electric 220 amp minimum
- Welding Plant Oxy-Acetylene
- Workbench
- Oil Measures

Premises

- Floor space (90m² or less)
- Demarcated wash-bay with effective grease trap
- Evidence of good housekeeping and appearance
- Evidence of compliance with the Occupational Health and Safety Act

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

- A mechanically sound vehicle, equipped with:
 - A Standard Artisan tool Set as described in Clause 5.3, plus
 - Allen keys to 16 mm
 - Hollow punches to 25mm
 - Torque wrenches to 250Nm
 - ½" Drive Socket set, 10 27mm
 - ¾" Drive Socket Set, 24 50 mm
 - sledge hammer, 7kg
 - hand or foot operated grease pump
 - heavy duty battery jump cables
 - hydraulic test gauges
 - oil measure

CONTRACT SPECIFICATIONS

PART C: FACILITIES TO BE PROVIDED BY THE EMPLOYER

The Employer will provide the following:

1. FACILITIES

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

2. FIELD INSPECTOR

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

CONTRACT SPECIFICATIONS

PART D : REMUNERATION AND PAYMENT

1. GENERAL

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

- i) Fixed labour rates or fixed job rate
- ii) Fixed transport tariffs
- iii) Fixed subsistence tariffs

2. PRESCRIBED RATES

2.1 Introduction

The Prescribed Rates have been compiled after consulting numerous organizations currently performing the types of repair work called for in this document. The format used to compile and classify the Automotive Engineering and The Diesel Fuel Injection price schedule is based on that presently distributed to members of the appropriate constituent body of the Retail Motor Industries Organization.

The prescribed rates are effective from approval and will be updated annually.

In general, however, the Employer reserves the right to obtain comparative quotes for all categories, from other firms on Contract.

2.2 Percentage Mark Up

a) Apart from Category I (Brake and Clutch Repairs), Category K (Radiators and Oil Coolers) Category N (Automotive Glazing), and Category S (Fitment Centres) the percentage mark up on the net price (excluding VAT) of spare parts supplied by a Contractor is 15% per order. The maximum value of the mark up is not to exceed six thousand rands (R6 000.00)

For brakes and clutches, radiator repair work and automotive glazing, the price quoted from the standard price list utilized by the Contractor includes the mark-up.

For exhausts, shock absorbers and tow-bars (supplied and fitted by Category S Fitment centres), 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 40% (50% on shock absorbers) per item supplied. The cost of supply will include the labour cost to fit the item. No other charges will be accepted for these items.

2.3 Labour Rates

2.3.1 The labour and travel rates shown in the following table will apply:

Grade of Worker	Labour Rate Applicable	Travel Rate Applicable
Skilled Worker	R204.35 per hour	R6.45 per km
Artisan Grade1 Facility	R305.53 per hour	R7.24 per km
Artisan Grade2 Facility	R339.11 per hour	R7.62 per km

The travel rate allows for all vehicle costs <u>and the travelling time</u> of one repairman and one unskilled assistant and is calculated as follows:

(Department of Transport LDV 1800 rate) + (hourly rate) R/km 80km/h

Example:

In the case of an Artisan (Grade 1 facility), the travel rate is:

 $R7.24 + (R305.53/hr \div 80 \text{ km/hr}) = R7.24 + R3.82$

= R11.06 per km

2.3.2. Category A – Motor Vehicle Repairs (Diesel)

Grade 1 Facility – as per the labour and travel rates for Group 2 (Artisan – Grade 1 facility) as stated in Clause 2.3.1

Grade 2 Facility - as per the labour and travel rates for Group 3 (Artisan – Grade 2 facility) as stated in clause 2.3.1.

2.3.3 Category B – Motor vehicle Repairs (Petrol)

Grade 1 Facility – as per the labour and travel rates for Group 2 (Artisan – Grade 1 facility) as stated in Clause 2.3.1

Grade 2 Facility - as per the labour and travel rates for Group 3 (Artisan – Grade 2 facility) as stated in clause 2.3.1.

1.3.4 Category C – General repairs (Plant)

As per the labour and travel rates for Group 3 (Artisan – Grade 2 Facility) as stated in Clause 2.3.1.

1.3.5 Category D – Welding and Fabrication

As per the labour and travel rates for Group 3 (Artisan – Grade 2 Facility) as stated in Clause 2.3.1.

1.3.6 Category E– Auto Electrical

As per the labour and travel rates for Group 3 (Artisan – Grade 2 Facility) as stated in Clause 2.3.1.

1.3.7 Category F - Diesel Fuel Injection

As per the labour and travel rates for Group 3 (Artisan – Grade 2 Facility) as stated in Clause 2.3.1.

The allowable time to overhaul the variety of pumps as specified in Schedule A, (Part D of the Contract Specification) will be multiplied by the applicable labour rate in order to determine the amount to be charged.

1.3.8 Category G-Automotive Engineering

The labour and travel rates to remove and fit an engine are as per the rates for Group 3 (Artisan – Grade 2 facility) as stated in Clause 2.3.1.

The Engine Grouping and corresponding rate tables for all facets of Automotive Engineering are detailed in Schedules B, C, D and E of Part D of the Contract Specification.

1.3.9 Category H – Gearbox and Differential Repairs

As per the labour and travel rates for Group 3 (Artisan – Grade 2 Facility) as stated in Clause 2.3.1.

1.3.10 Category I- Brake and Clutch Component Repairs

The labour cost is included in the standard price list used by brake relining workshops for work on friction componentry.

For non-skilled work, utilise the labour and travel rates for Group 1 (Skilled Worker) as stated in Clause 2.3.1.

1.3.11 Category J – Air Brake System and Component Repairs

As per the labour and travel rates for Group 1 (Skilled Worker) as stated in Clause 2.3.1.

1.3.12 Category K– Radiator and Oil Cooler Repairs

The labour cost is included in the standard price list used by radiator workshops for clean and repair work or complete recores.

For non-standard work, utilise the labour and travel rates for Group 1 (Skilled Worker) as stated in Clause 2.3.1.

1.3.13 Category L – Road Worthiness Repair Centre

As per the labour and travel rates for Group 3 (Artisan – Grade 2) as stated in Clause 2.3.1.

1.3.14 Category M – Accident Repairs

Grade 1 Facility – as per the labour and travel rates for Group 2 (Artisan – Grade 1 facility) as stated in Clause 2.3.1

Grade 2 Facility – as per the labour and travel rates for Group 3 (Artisan – Grade 2 facility) as stated in Clause 2.3.1.

1.3.15 Category N– Automotive Glass Replacement

The labour cost is included in the standard price list used by automotive glazing workshops for the supply of pre-cut and formed automotive glass.

For non-standard work, utilise the labour and travel rates for Group 1 (Skilled Worker) as stated in Clause 2.3.1.

1.3.16 Category O– Hydraulic Hose and Pipe Repairs

As per the labour and travel rates for Group 1 (Skilled Worker) as stated in Clause 2.3.1.

1.3.17 Category P – Specialised Hydraulic Repairs

As per the labour and travel rates for Group 3 (Artisan – Grade 2 facility) as stated in Clause 2.3.1.

1.3.18 Category Q – Crawler Undercarriage Component Repairs

As per the table of standard job rates set out in schedule F.

For non-standard work, utilise the labour and travel rates for Group 1 (Skilled Worker) as stated in Clause 2.3.1.

1.3.19 Category R– General Machining

Grade 1 Facility – as per the labour and travel rates for Group 2 (Artisan – Grade 1 facility) as stated in Clause 2.3.1

Grade 2 Facility – as per the labour and travel rates for Group 3 (Artisan – Grade 2 facility) as stated in Clause 2.3.1.

Towing services to be bided separately and will be adjusted at six months intervals in line with SEIFSA indices for freight

1.3.20 Category S – Fitment Centres

As per the table of standard job rates set out in schedule G of Part D of the Contract Specification. For non-standard work, utilise the labour and travel rates for Group 1 (Skilled Worker) as stated in Clause 2.3.1.

1.3.21 Category T- Vehicle Testing Stations

Bidders will submit the pricelist which will be changed by the Bidders in consultation with the Departmental Officials and agreed intervals. Intervals to be incorporated in the respective SLA

1.3.22 Category U-General Repairs (Minor Plant)

Grade 1 Facility – as per the labour and travel rates for Group 2 (Artisan – Grade 1 facility) as stated in Clause 2.3.1

2.4 Overtime: All Categories

Overtime, when requested by the Employer, will be reimbursed at 1,33 times the rates shown above for ordinary time.

2.5 Subsistence

Where hotel or other accommodation is utilized, the Bidder 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.

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

Standard Price Lists

Approved Bidders in Categories G, J, K, M and T where payment is based on a standard price list, will be required to submit their current standard price list to the Employer at the commencement of the Bid. Any revisions or amendments to the standard price list must be advised to the Employer. No price increases will be allowed without the prior approval of the Employer.

b) For all categories, the allowable handling charge on sub-contract work is 10% of the net value of the work done, with a maximum value of the handling charge of one thousand two hundred rands (R1 200.00)

CONTRACT SPECIFICATIONS

PART D : REMUNERATION AND PAYMENT

SCHEDULE A : DIESEL FUEL INJECTION LABOUR TIMES

See attached Appendices A (containing both Diesel fuel Injection and General Machining labor times and respective prices)

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



SECTION 5: FORMS TO BE COMPLETED BY THE BIDDER

SBD1: PART A INVITATION TO BID

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	CONTACT PERS	SON	P. Nqika	she			TELEPHO	NE NUMB	ER	079 507	6261				
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CONTACT PERSON P. Ngikashe TELEPHONE NUMBER 079 507 6261	CUNTACT PERS		 г. інціка 	2116			IELEPHU		EK	019 50/	0201				

TELEPHONE NUMBER	067 419 8001	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
	philasande.nqikashe@ectransport.gov.za	mxolisi.giyose@ectransport.gov.z	a
E-MAIL ADDRESS			

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.	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.
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.
1.5.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000, THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND DEPARTMENTAL POLICY ON SUPPLY CHAIN MAMANEMENT, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR 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 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.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3.	QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?
	DOES THE BIDDER HAVE A BRANCH IN THE RSA?
	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?
STA	HE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE TUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT ISTER AS PER 2.3 ABOVE.

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 State institution

- 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.

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

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 2022

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

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

1. GENERAL CONDITIONS

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
 - (a) Price; and
 - (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

(a)

"tender" means

a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

90/10

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$
 or $Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$
Where

Pt Price of tender under consideration =

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black ownership		10		
Women ownership		5		
Disabled people ownership		5		

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM
 - Partnership/Joint Venture / Consortium
 - □ One-person business/sole propriety
 - Close corporation
 - Public Company
 - Personal Liability Company
 - (Pty) Limited
 - □ Non-Profit Company
 - State Owned Company

[TICK APPLICABLE BOX]

- 4.6. I, the undersigned, who is duly authorized 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:	

FORM B: AUTHORITY FOR SIGNATORY

Signatories for Companies (i.e. Pty, Ltd) must establish their authority by attaching a copy of the relevant resolution of the Board of Directors, duly signed and dated, to this form. Alternatively this form may be completed by competent authority.

By resolution of the Board of Directors at a meeting held on

.....

Mr....

has been duly authorized to sign all documents in connection with this bid SCMU: on behalf of:

.....

.....

SIGNED ON BEHALF OF COMPANY:

IN HIS CAPACITY AS:

SIGNATURE OF SIGNATORY:.....

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FORM D: INSURANCE CERTIFICATE

To: The Head of Department Department of Transport Eastern Cape Province Private Bag X0023 BISHO 5605

FROM: (DETAILS OF INSURANCE COMPANY OR BROKER)

•	••	•	•••	•	•	•••	•	•	•	•		•	•	•	•	•	•	•	•	•	 •	•	•	•	•	•	•	•	 •	•	•	•	•	•	•	•	•	•	•	•	•	•	•		• •	•	•	•	•	•	•	
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THIS IS TO CERTIFY THAT if this Bid is accepted the abovementioned shall provide the Bidder with the insurances required under Clause 3.6.4 of Contract No: SCMU10-23/24-....

NAME OF BIDER:

We hereby certify that:

(a) We have examined and are fully aware of the insurance requirements of this Bid.

(SIGNED) BROKER OR INSURER (BROKER OR INSURER)

- NOTE: If completed, by either an Insurance Company or registered Insurance Broker, this undertaking will be acceptable.
- NOTE: This form must bear the rubber stamp of either the insurer or the broker.
- NOTE: On award of this Bid, Contractors will be required to produce a suitably endorsed copy of their Annual Blanket Public Liability Insurance Policy providing the cover detailed in Clause 3.6.4.(a).

FORM F: GENERAL DETAILS OF BIDDER

1)	NAME OF BUSINESS:
2)	CONTACT PERSON
Name	:
Positi	on:
Tel N	o: Fax No:

3) **TRADE REFERENCES** (Please supply details of your four largest suppliers)

NAME OF SUPPLIER	TELEPHONE NUMBER

- 4) BANKERS: BRANCH:
- 5) BANK A/C No:
- 6) NAME UNDER WHICH ACCOUNT IS OPERATED:
- 7) ARE YOU PRESENTLY ON CONTRACT TO THE EASTERN CAPE PROVINCIAL ADMINISTRATION FOR ANY SERVICE OR SUPPLY WHATSOEVER?

YES NO

8) IF YES PROVIDE CONTRACT NUMBER AND NAME

.....

.....

.....

9) HAVE YOU PERFORMED REPAIR WORK FOR THE EASTERN CAPE PROVINCIAL ADMINISTRATION PREVIOUSLY?

YES NO

10) a) IF YES, FOR WHICH DEPARTMENTS

.....

.....

IF YES, GIVE BRIEF DETAILS OF WORK UNDERTAKEN

11) DETAILS OF ACCREDITED RETAIL MOTOR INDUSTRY (RMI) (ATTACH PROOF)

.....

.....

12) PLACE A CROSS (X) IN THE BOX AGAINST EACH OF THE CATEGORIES (AND GRADE, WHERE APPLICABLE) FOR WHICH YOU CONSIDER YOUR FIRM ELIGIBLE (CLAUSE 4 OF THE CONDITIONS OF CONTRACT, PART A)

Category A1 General Repairs (Mechanical) (vehicles) Grade 1	
Category A2 General Repairs (Mechanical) (vehicles) Grade 2	
Category B1 General Repairs (Mechanical) (Petrol Vehicles) Grade 1	
Category B2 General Repairs (Mechanical) (Petrol Vehicles) Grade 2	
Category C General Repairs (Mechanical) (Plant)	
Category D Welding and Fabrication	
Category E Auto Electrical	

Category F Diesel Fuel Injection		
Category G Automotive Engineering		
Category H Gearbox and Differential Repairs		
Category I1 Brake and Clutch System Components (Grade 1)	[
Category I2 Brake and Clutch System Components (Grade 2)		
Category J Air Brake System and Components		
Category K Radiators and Oil Coolers		
Category L Roadworthiness Testing Centre	[
Category M1 Panel Beating and Spray Painting (Grade 1)		
Category M2 Panel Beating and Spray Painting (Grade 2)		
Category N Glazing		
Category O Hydraulic Hose and Pipe		
Category P Specialized Hydraulic Repairs		
Category Q Undercarriage Component Repair		
Category R1 General Machining and Fabrication (Grade 1)		
Category R2 General Machining and Fabrication (Grade 2)		
Category S Fitment Centers		

Category T Vehicle Testing Station

13) DETAILS OF QUALIFIED ARTISANS EMPLOYED IN RESPECT OF THE WORK TENDERED FOR

NAME	TRADE	JOURNEY MA N No.	AGE (Yrs)	EXPERIENCE (Yrs)
ARTISANS				1

ATTACH A COPY OF THE ARTISAN'S CERTIFICATE FOR ALL ARTISANS LISTED ABOVE.

14) DO YOU OWN OR RENT A WORKSHOP?

YES NO

IF YES, DESCRIBE PREMISES, CONTENTS AND FACILITIES OFFERED AND ADDRESS

15) LIST ALL SPECIAL EQUIPMENT AVAILABLE (SEE CLAUSES 5.3 to 5.21 (inclusive) of THE CONTRACT SPECIFICATIONS, PART B) OR ATTACH A TYPED SCHEDULE TO THIS PAGE

16) DETAILS OF TRANSPORT VEHICLES AVAILABLE

MAKE	MODEL	YEAR OF MANUF.	MECHANICAL CONDITION

17) WILL AFTER HOURS EMERGENCY FACILITIES BE AVAILABLE?

YES NO

EMERGENCY CONTACT NUMBER:

(Phone)CODE.....

(Fax): CODE:

18) IS TRAINING AVAILABLE AS SPECIFIED IN CLAUSE 8 OF PART A – CONTRACT SPECIFICATIONS

YES NO

IF YES GIVE DETAILS OF TRAINING WHICH CAN BE OFFERED