

## PART A INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS ROADS AND INFRASTRUCTURE**

BID NUMBER:	LDPWRI-R/20431	CLOSING DATE:	23 JULY 2024	CLOSING TIME:	11H00
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**DESCRIPTION** **REPAIR AND MAINTENANCE OF SMALL PLANT AND EQUIPMENT FOR A PERIOD OF 03 YEARS IN MOPANI DISTRICT.**

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

**CORNER BLAAUWBERG & RIVER STREET**

**LADANNA**

**0699**

**BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO**

**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**

**CONTACT PERSON** **MATHAKO NN**

**CONTACT PERSON** **MOTSEPE M**

**TELEPHONE NUMBER** **015 284 7580**

**TELEPHONE NUMBER** **015 284 7519**

**E-MAIL ADDRESS** **MathakoNN@dpw.limpopo.gov.za**

**E-MAIL ADDRESS** **MotsepeM@dpw.limpopo.gov.za**

**SUPPLIER INFORMATION**

**NAME OF BIDDER**

**POSTAL ADDRESS**

**STREET ADDRESS**

**TELEPHONE NUMBER**

**CODE**

**NUMBER**

**CELLPHONE NUMBER**

**E-MAIL ADDRESS**

**VAT REGISTRATION NUMBER**

**SUPPLIER COMPLIANCE STATUS**

**TAX COMPLIANCE SYSTEM PIN:**

**OR**

**CENTRAL SUPPLIER DATABASE No:**

**MAAA**

**ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**

☐ Yes

☐ No

**[IF YES ENCLOSE PROOF]**

**ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?**

☐ Yes

☐ No

**[IF YES, ANSWER THE QUESTIONNAIRE BELOW]**

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

**IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?**

☐ YES ☐ NO

**DOES THE ENTITY HAVE A BRANCH IN THE RSA?**

☐ YES ☐ NO

**DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?**

☐ YES ☐ NO

**DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?**

☐ YES ☐ NO

**IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?**

☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

**The offered total of the price inclusive of value added tax is (contact price)**

**Price in words .....**

.....

**Price in figures R .....**

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

## PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

**NOTE:** PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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

Name of Bidder.....	Bid number.....
Closing Time 11:00 .....	Closing date.....

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

ITEM NO. INCLUDED)	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES)
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- 
- Required by: .....
  - At: .....
  - Brand and model:.....
  - Country of origin: .....
  - Does the offer comply with the specification(s)? \*YES/NO
  - If not to specification, indicate deviation(s): .....
  - Period required for delivery: .....
  - Delivery: \*Firm/not firm

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable

## PRICE ADJUSTMENTS

## A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V)Pt	=	85% of the original bid price. <b>Note that Pt must always be the original bid price and not an escalated price.</b>
D1, D2..	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated.....      Index..... Dated.....      Index..... Dated.....  
 Index..... Dated.....      Index..... Dated.....      Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

**B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

## 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 interest<sup>1</sup> 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:

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<sup>1</sup> 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.

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- .....
- .....
- 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 consortium<sup>2</sup> 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

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<sup>2</sup> 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.

business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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



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

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

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

### 1. GENERAL CONDITIONS

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

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

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 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:

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

80/20                      or                      90/10

Where

- Ps = Points scored for price of tender under consideration  
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:

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

Where

- $P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{max}$  = 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)
Persons who had no franchise in national elections prior to 1984 and 1994	-	6	-	
Women	-	3	-	
Disabled Persons	-	2	-	
Promotion of SMMEs	-	2	-	
Enterprise located in Limpopo Province and or District	-	4	-	
Promotion of youth	-	1	-	
Any other RDP goal or preference points in favour of HDI	-	2	-	

#### 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

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

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:	.....
	.....
	.....
	.....

### **Special conditions or notes to service providers**

NB: The service provider is required to indicate how they claim points for each preference point system and attached relevant supporting documenting documents. Attachments of claiming specific goals are as follows:

Persons who had no franchise in national elections prior to 1984 and 1994 ( <b>Attach certified copy of SA ID as proof</b> )
Women ( <b>Attach Director's certified copy of SA ID as proof</b> )
Disabled Persons ( <b>Attach letter from Health Professional as proof</b> )
Promotion of SMMEs ( <b>Attach Financial statement as proof</b> )
Enterprise located in Limpopo Province and or District ( <b>Attach proof of address/ Lease agreement</b> )
Promotion of youth ( <b>Attach Director's certified copy of SA ID as proof</b> )
Any other RDP goal or preference points in favour of HDI ( <b>Attach Director's certified copy of SA ID as proof</b> )

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**

**NOTES**

The purpose of this document is to:

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

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

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

## TABLE OF CLAUSES

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## **General Conditions of Contract**

### **1. Definitions**

1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

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|--|--|
| <b>2. Application</b>  | <p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>   |
| <b>3. General</b>  | <p>3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from <a href="http://www.treasury.gov.za">www.treasury.gov.za</a></p>  |
| <b>4. Standards</b>  | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>  |
| <b>5. Use of contract documents and information; inspection.</b> | <p>5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.</p> <p>5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p> |
| <b>6. Patent rights</b>  | <p>6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p>   |
| <b>7. Performance security</b>                                   | <p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p>   |

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections,  
tests and  
analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

**9. Packing**

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

**10. Delivery and documents**

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

**11. Insurance**

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

**12. Transportation**

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

**13. Incidental services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

#### **14. Spare parts**

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. Warranty**

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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| <b>16. Payment</b>                              | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>  |
| <b>17. Prices</b>                               | <p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p>   |
| <b>18. Contract amendments</b>                  | <p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p>  |
| <b>19. Assignment</b>                           | <p>19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p>  |
| <b>20. Subcontracts</b>                         | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p>  |
| <b>21. Delays in the supplier's performance</b> | <p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p> |

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

**22. Penalties**

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

**23. Termination  
for default**

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

**24. Anti-dumping  
and countervailing  
duties and rights**

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable



difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

**25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**27. Settlement of Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss

or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**29. Governing language**

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

**30. Applicable law**

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

**31. Notices**

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

**32. Taxes and duties**

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

PracNote-Annexure A-GCC



**DEPARTMENT OF  
PUBLIC WORKS, ROADS & INFRASTRUCTURE**

**Tender No. LDPWRI-R/20431**

**BID SPECIFICATIONS FOR REPAIR AND MAINTENANCE OF SMALL PLANT AND  
EQUIPMENT FOR A PERIOD 3 YEARS IN MOPANI DISTRICT**

**PART A: SCOPE OF REPAIRS**

**1. INTRODUCTION**

In order to facilitate and reduce the cost of repairs to the **Small Plant and Equipment in road Infrastructure** belonging to the Department of Public Works, Roads and Infrastructure, the Employer has made a decision to utilise the services of specialised repair workshops located in and around the Province.

The Preventive Maintenance Programme 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 Original Equipment Manufacturers (OEMs). 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 within the bounds of this Bid and whenever expedient. Payment for this work will either be on a 'time and cost' basis, i.e. hourly rate plus cost of materials, or on a 'fixed rate' basis, i.e. rate per repair activity.

**2. GENERAL**

- a) The Service provider will be required, under this contract, to assume repair work to the Department's minor equipment and trailers as specified by the Employer or his designated assistants, but subject at all times to the provisions of The Service Level Agreement and the Bid Specifications.
- b) Typical repairs to be undertaken by the Service provider will include, but shall not be

## **BID SPECIFICATIONS FOR REPAIR AND MAINTENANCE OF SMALL PLANT AND EQUIPMENT FOR A PERIOD 3 YEARS IN MOPANI DISTRICT**

limited to, the tasks as outlined in Clause 4 of this section.

- c) The Service provider 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 ITEMS**

<b>Items Description</b>
Trailers, Walk Behind Drum Rollers, Mobi Lifts, Tar Cutters, Tractor Slashers, Plate Compactors, Concrete Mixers, Four Post Lifts, Hydraulic Lifts, Hydraulic/Trolley Jacks, Tyre Changer, Chain Saws, Pressure Washers and Brush Cutters Air Compressors, Power Generators, Poker Vibrators and Water Pumps, etc.

Service providers are required to complete the questionnaire under the section "Forms to be completed by the Service Provider" which will indicate items for which repairs will be done.

### **4. REPAIRS TO BE PROVIDED**

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

<b>Items Description</b>	<b>Requirements</b>
General Maintenance and repairs of Trailers, Walk Behind Drum Rollers, Mobi-Lifts, Tar Cutters, Tractor Slashers, Plate Compactors, Concrete Mixers, Four Post Hydraulic Lifts, Hydraulic/Trolley Jacks, pressure washers, bush cutters, chain saws, air compressors, power generators, poker vibrators and water pumps. Includes the removal and replacement of components, repair of certain components.	An Efficiency Certificate from an approved testing institution will be required for each hydraulic/trolley jack, four post hydraulic lift, hydraulic pump or motor and air compressor which has been repaired.

### **5. CAUSE OF FAILURE**

The appointed Service Providers will be required to give quotations on repair work, where it is considered to be in the Employer's interest.

Before commencing with a repair, the Service provider shall, where possible submit a

## **BID SPECIFICATIONS FOR REPAIR AND MAINTENANCE OF SMALL PLANT AND EQUIPMENT FOR A PERIOD 3 YEARS IN MOPANI DISTRICT**

diagnostic report, with recommendation, make every effort to determine the cause of failure and then proceed to rectify such cause before allowing the repaired equipment to continue operating.

If the work involved in rectifying the cause of failure is extensive, the Service provider shall notify the Employer who shall decide on what course of action to take.

### **6. WARRANTY**

The appointed Service Provider shall guarantee any work performed on the Employer's small equipment and trailers for one (1) year period.

### **7. MAINTENANCE OF RECORDS**

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

## **PART B: PERSONNEL, EQUIPMENT AND FACILITIES TO BE PROVIDED BY THE SERVICE PROVIDER.**

### **1. GENERAL**

The appointed Service Provider 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.

The Service provider must submit proof of qualifications and experience of all artisans, and internship of all apprentices, who will be performing work on this contract.

### **3. TRANSPORT**

The Employer will deliver components to and collecting them from the appointed Service Provider's premises. The appointed Service Provider will collect and deliver components on request.

### **4. MATERIALS**

The parts required to perform the repairs will generally be provided by the Service provider.

# **BID SPECIFICATIONS FOR REPAIR AND MAINTENANCE OF SMALL PLANT AND EQUIPMENT FOR A PERIOD 3 YEARS IN MOPANI DISTRICT**

## **5. TOOLS, EQUIPMENT AND QUALIFIED PERSONEL**

### **5.1 E-mail**

The appointed Service Providers in all categories will be required to have access to an email. Official Orders for the repair of small plant, equipment and trailers will be emailed to the appointed Service Provider where it is considered convenient.

### **5.2 Standard Artisan's Tool Set**

- Open and ring spanners, 6 – 32 mm
- Adjustable spanner, 250 mm
- Set of 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, 2<sup>nd</sup> cut    **General repairs (Mechanical)**

### **5.3 Appropriate Trades**

Diesel Mechanics, Construction Plant Mechanic, Motor Mechanic, Welders and Auto Electrician.

## **BID SPECIFICATIONS FOR REPAIR AND MAINTENANCE OF SMALL PLANT AND EQUIPMENT FOR A PERIOD 3 YEARS IN MOPANI DISTRICT**

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

### **5.4 Equipment**

- Standard Artisan's Tool Set, as described in Clause 5.3
- ½" 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
- Soldering Equipment
- Torque Wrench (½" 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

#### **5.4.1 Additional Equipment:**

- ¾" 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

## **BID SPECIFICATIONS FOR REPAIR AND MAINTENANCE OF SMALL PLANT AND EQUIPMENT FOR A PERIOD 3 YEARS IN MOPANI DISTRICT**

- Trolley Jack – 10 tonne
- Wheel Pullers
- Electronic Engine Diagnostic Equipment
- Exhaust Gas Analyser
- Timing Light

### **5.5 Premises**

- Floor space (50 m<sup>2</sup> minimum)
- Demarcated wash bay with effective grease trap
- Evidence of compliance with the Occupational Health and safety Act

### **5.6 Safety**

- Security (Fencing, alarm, CCTV, security personell, etc.)
- Fire extinguishers
- Valid First Aid Kit
- Information signs
- Workshop safety signs
- Building Insurance

It is the responsibility of the appointed to provide security to safeguard the equipment.

### **5.7 Accreditation**

The appointed Service Providers must be a member of an Accredited General Repair Workshop such as MIWA, RMI, etc. and proof of accreditation must be submitted with the bid.

## **6. The bid will be evaluated in three (3) stages. Namely:**

1. Administration
2. Functionality
3. Price

### **6.1 ADMINISTRATIVE REQUIREMENTS/COMPLIANCE**

Non-compliance of the following may lead to bids being disqualified:

- Fully completed SBD forms 1; 3,2; 4 and 6,1)
- Bidders to be registered on CSD
- Forms to be completed in full, with black ink pen ( Not typed on)



## **BID SPECIFICATIONS FOR REPAIR AND MAINTENANCE OF SMALL PLANT AND EQUIPMENT FOR A PERIOD 3 YEARS IN MOPANI DISTRICT**

- No use of correction fluid.
- The person authorized to sign off the document must initial any correction made on the document.
- Company Profile to be attached
- Prices to be written both in figures and in words
- In case of bids where Consortia / Joint Ventures / Sub-contractors are involved, such must be clearly indicated and each party must submit a separate proof of Tax Compliance or Tax Compliance Status with Pin or CSD/ MA supplier Number together with the bid.
- Bidders must be Tax compliant throughout the bidding stages
- Failure to comply with Tax matters may result in the invalidation of the bid.
- A foreign recommended bidder with neither South African tax obligation nor history of doing business in South Africa must complete Standard Bidding Document (SBD 1) and the information must be submitted to SARS on the following email [governmentinstitute@sars.gov.za](mailto:governmentinstitute@sars.gov.za) to issue a confirmation of the tax obligation letter in terms of paragraph 3.6 of the instruction note no 9 of 2017/18.
- Signed agreement between service providers in the case of a joint venture/Consortium
- Letter of authority to sign documents on behalf of the company/joint venture/Consortium.
- Form of Offer shall be duly signed and completed
- Bills of Quantities shall be completed in full
- Bid document shall be submit in its original form, any attachments shall be submitted separately with the bid document
- Alteration or cancellation in the BOQ without signature will lead to disqualification.

Only bid proposals that meets administrative and other mandatory requirements will be considered to be evaluated further on functionality criteria,

The bidder must score a minimum of 75% during Stage 2 (functionality) of the evaluation to qualify for Stage 3 of the evaluation where only points for price and departmental preferential procurement goals will be considered.

**BID SPECIFICATIONS FOR REPAIR AND MAINTENANCE OF SMALL PLANT AND EQUIPMENT FOR A PERIOD 3 YEARS IN MOPANI DISTRICT**

**6.2 FUNCTIONALITY**

<b>CRITERIA</b>	<b>WEIGHT</b>	<b>POINTS</b>	<b>MAXIMUM POINTS</b>	<b>SUPPORTING DOCUMENTS</b>
<p>The bidder must provide company experience of similar related to the 2 categories listed above.</p> <ul style="list-style-type: none"> <li>• 5 and more appointment letters, orders and invoices = <b>5 points</b></li> <li>• Less than 5 but more than 3 appointment letters, orders and invoices = <b>3 points</b></li> <li>• 3 or less appointment letters, orders and invoices = <b>1 point</b></li> </ul>	50		250	<p>A list of contactable references for the company in providing services must be provided and should include the following:</p> <ul style="list-style-type: none"> <li>▪ Name of the client</li> <li>▪ Contact person at client, telephone number/s and e-mail address</li> <li>▪ Date(s) work was performed</li> <li>▪ Type of work conducted</li> </ul> <p>Signed appointment letters/ purchase orders/ completion certificates</p>
<p>Skilled mechanical engineers/ technologists with experience in the field of work.</p> <ul style="list-style-type: none"> <li>• 5 year experience and above = <b>5 points</b></li> <li>• Less than 5 but more than 3 year</li> </ul>	10		50	<p>Detailed CVs with timelines indicating relevant experience with qualifications and references.</p>

**BID SPECIFICATIONS FOR REPAIR AND MAINTENANCE OF SMALL PLANT AND EQUIPMENT FOR A PERIOD 3 YEARS IN MOPANI DISTRICT**

experience = <b>3 points</b> • Less than 3 year experience = <b>1 point</b>				
Skilled artisans- • 5 year experience and above = <b>5 points</b> • Less than 5 but more than 3 year experience = <b>3 points</b> • 3 year or less experience = <b>1 point</b>	40		200	Detailed CVs with timelines indicating relevant experience with qualifications and references.
<b>Maximum possible Score</b>	<b>100</b>		<b>500</b>	

**Non submission of accreditation of General Repair Workshop such as MIWA, RMI, etc. will renders your bid to be no responsive.**

Comprehensive Curriculum Vitaes' (CV) with certified copies of qualifications and professional registration of the staff who will be available for the duration of the contract must be attached.

**6.3 BID PRICE QUALIFICATION**

- 6.3.1 All bid prices must be specified on each item in figures. Price in figures must be acceptable in general accounting language.
- 6.3.2 Prices quoted must include delivery costs. Furthermore, the bid prices must be in RSA currency and inclusive of Value Added Tax (VAT).
- 6.3.3 Prices will remain firm for the first twelve (12) months of the contract period. Formal applications for price adjustments, based on the formula prescribed in the Treasury Regulations, and will only be considered after the first twelve months of the contract period.

## **BID SPECIFICATIONS FOR REPAIR AND MAINTENANCE OF SMALL PLANT AND EQUIPMENT FOR A PERIOD 3 YEARS IN MOPANI DISTRICT**

6.3.4 All price adjustment applications should be substantiated by documentary proof in respect of each factor.

Responsive Bids which have achieved the minimum qualification score for functionality will be evaluated further, using the 80/20 preference point system.

The total number of tender evaluation points shall be determined in accordance with the following formula.

The PPPFA prescribes that the lowest acceptable bid will score 80 points for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis. The formula to be used for calculating points scored for price is the following:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration and

Pmin = Price of lowest acceptable tender

Points scored must be rounded off to the nearest 2 decimal places

### **7.1 Award of the bid**

7.1.1 This contract will be awarded in terms of the Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) and its Regulations as well as the Limpopo Preferential Procurement Policy, 2005.

7.1.2 Limpopo Department of Public Works, Roads and Infrastructure reserves the right to:-

- a. Request further information from any bidder after the closing date,
- b. Verify information and documentation of the respective bidder,
- c. The awarding of the bid shall be limited to only one district municipality per bid, however, the department reserves the right to award one bidder more than one district municipality on condition that there are no sufficient recommendable bidders.

## **BID SPECIFICATIONS FOR REPAIR AND MAINTENANCE OF SMALL PLANT AND EQUIPMENT FOR A PERIOD 3 YEARS IN MOPANI DISTRICT**

- d. The department reserves the right to negotiate price with the recommended service provider identified in the evaluation process without offering the same opportunity to any other bidder(s) who have not been recommended.

- 7.1.3 All the conditions specified in the General Conditions of Contract (GCC) will apply and where the conditions in the special conditions of contract contradicts the conditions in the general conditions of contract the special conditions of contract will prevail.
- 7.1.4 Intellectual property rights will belong to the LDPWRI
- 7.1.5 Before any work can commence the service level agreement must be signed by both parties (LDPWRI and the successful bidder) and an official order must be issued and should there be any dispute regarding the finalisation of the agreement, the LDPWRI reserves the right to cancel the contract with no cost implications for the LDPWRI.
- 7.1.6 The evaluation of Bids can only be done on the basis of information required by the LDPWRI.
- 7.1.7 Prospective suppliers and / or public entities interested in pursuing opportunities with the DPWRI and within the South African government, should be registered on the National Treasury Central Supplier Database.
- 7.1.8 Prospective suppliers and / or public entities must provide the DPWRI with their CSD registration number on submission of their bid proposals including those of sub-contractors and/ or joint venture companies.

### **8. PAYMENT**

- 8.1 No payment will be made where there is outstanding services/ information/work not submitted by the Service Provider/s until that outstanding service is rendered.

### **9. PRICING SCHEDULE**

This is a rate based contact.

The rates and Prices entered for each item shall exclude the parts necessary to complete the work/repairs. However, the invoice for work done shall be inclusive of the labour and the parts.

**BID SPECIFICATIONS FOR REPAIR AND MAINTENANCE OF SMALL PLANT AND EQUIPMENT FOR A PERIOD 3 YEARS IN MOPANI DISTRICT**

**1. Mopani District**

Item no.	Description	Unit	Quantity	Rate	Price (Quantity x Rate)
<b>LABOUR</b>					
<b>1.</b>	<b>SKILLED / SPECIALIZED WORKFORCE</b>				
1.1	Monday to Friday - normal working time	Hour	1		
1.2	Monday to Friday - after normal working time	Hour	1		
1.3	Saturday	Hour	1		
<b>2.</b>	<b>NON SKILLED /ASSISTANT / LABOURER</b>				
2.1	Monday to Friday - normal working time	Hour	1		
2.2	Monday to Friday - after normal working time	Hour	1		
2.3	Saturday	Hour	1		
<b>Total (Vat Exclusive)</b>					
<b>VAT (Where applicable)</b>					
<b>Grand Total</b>					



**DEPARTMENT OF  
PUBLIC WORKS, ROADS & INFRASTRUCTURE**

**Workshop premises inspection form for repairs and  
maintenance of small plant and equipment bid**

1. Full Name of the business:

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2. Physical Address:

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3. Town / Area: \_\_\_\_\_

4. Business Category: \_\_\_\_\_

5. Telephone Contact: \_\_\_\_\_

6. E-mail Contact: \_\_\_\_\_

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**(A) WORKSHOP**

1. Is the workshop an affiliate of any registered authority/association? If yes give name.

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## Workshop premises inspection form for repairs and maintenance of small plant and equipment bid

2. Is the workshop accessible and have good working capacity?

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3. Is there a reliable security fencing and lockable gates and safe parking of vehicles overnight?

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4. Does workshop area have concrete floor, good roof, and effective lighting?

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5. Is the area in and around the workshop neat and clean (Good house-keeping)?

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6. Is there separate storage facility for spares?

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7. Are parts in shelves and neatly packed?

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### (B) WORKSHOP EQUIPMENT

1. How many service bays?

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2. Are there trolleys, jerks for different types of vehicles and tools to do repairs?

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3. Are there tools for engine testing? i.e timing torches, electrical testers, etc

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# Workshop premises inspection form for repairs and maintenance of small plant and equipment bid

4. Are there any special tools for specific repairs?

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5. Are there any workshop repair manuals, illustrated parts catalogue and service guides for repairs or overhaul of equipment?

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## (C) ADMINISTRATION

1. Is the service provider familiar with the OHS act?

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2. What is the total amount of staff?

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3. How many qualified artisans (Proof of qualifications)?

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4. Are there other branches connected to this one?

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5. What quotation / invoice system is in use ( Manual or Electronic)?

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6. Is there a filing system for quotations, approval/authorizations/ and invoices?

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## INSPECTED BY:

Full Name and Surname : \_\_\_\_\_

Signature : \_\_\_\_\_

Date : \_\_\_\_\_

# Workshop premises inspection form for repairs and maintenance of small plant and equipment bid

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Full Name and Surname : \_\_\_\_\_

Signature : \_\_\_\_\_

Date : \_\_\_\_\_

Full Name and Surname : \_\_\_\_\_

Signature : \_\_\_\_\_

Date : \_\_\_\_\_

Full Name and Surname : \_\_\_\_\_

Signature : \_\_\_\_\_

Date : \_\_\_\_\_

## **COMMENTS: INCLUDE AREAS FOR IMPROVEMENT WHERE NECESSARY**

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## **COMPANY'S REPRESENTATIVE**

Full Name and Surname : \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_