

**GEORGE MUNICIPALITY**



**DOCUMENT FOR TENDER NO: PS032/2021**

**APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR THE SERVICE, MAINTENANCE  
AND REPAIR OF THE MUNICIPAL BUS FLEET FOR A PERIOD OF THREE (3) YEARS**

ENQUIRIES: Administrative – Samantha Andrews <a href="mailto:sjandrews@george.gov.za">sjandrews@george.gov.za</a> Technical - Peter Koch <a href="mailto:peter@pegasys.co.za">peter@pegasys.co.za</a> / 084 716 8327	<b>ISSUED BY:</b> THE CITY COUNCIL MUNICIPALITY OF GEORGE P O BOX 19 GEORGE, 6530
<b>SUMMARY FOR TENDER OPENING PURPOSES – ENVELOPE 1</b>	
NAME OF TENDERER: .....	
CENTRAL SUPPLIER DATABASE NO.: MAAA .....	
<b>TENDER ENVELOPE 1 cannot include any pricing information relating to the tender price (C2), as this is to be included in Envelope 2. Should pricing information be found included in Envelope 1 the tender will be disqualified. A full electronic copy / scan of Envelope 1 is to be included on a flash drive.</b>	
<b>TENDER CLOSES AT 12h00 ON 15 OCTOBER 2021</b>	

For official use.
<b>Signatures of SCM Officials at Tender Opening</b>
1.
2.

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**GEORGE MUNICIPALITY**

**DIRECTORATE: PROTECTION SERVICES**

**TENDER NUMBER: PS032/2021**

**APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR THE SERVICE, MAINTENANCE AND REPAIR OF THE MUNICIPAL BUS FLEET FOR A PERIOD OF THREE (3) YEARS**

**TENDERER CONTACT DETAILS**

This information shall be used for any correspondence or contact with the tenderer.

Please indicate whether you prefer to receive Tender correspondence via e-mail or by registered mail to your postal address.

Name of Bidding Company: .....		<b>Indicate preferred means of communication with an X</b>
.....		
Postal Address:	..... ..... ..... ..... Postal Code: .....	
E-mail Address:	.....	
Telephone Number:	.....	

Cellular Number:	.....
Facsimile Number:	.....

**Tenderers are to ensure that they complete**  
FORM 2.2.1 CONFIRMATION OF TENDERER'S ATTENDANCE AT THE COMPULSORY  
CLARIFICATION MEETING

**GEORGE MUNICIPALITY**

**TENDER No. PS032/2021**

**APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR THE SERVICE, MAINTENANCE  
AND REPAIR OF THE MUNICIPAL BUS FLEET FOR A PERIOD OF THREE (3) YEARS**

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**GENERAL TENDER INFORMATION**

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TENDER ADVERTISED:	9 September 2021
COMPULSORY CLARIFICATION MEETING:	10h00 on 22 September 2021, via Microsoft Teams. Interested tenderers are to register per e- mail with Ms Samantha Andrews at <a href="mailto:Sjandrews@george.gov.za">Sjandrews@george.gov.za</a> by 14h00 the day before the meeting in order to receive an invitation.
NON-COMPULSORY SITE VISIT / CLARIFICATION MEETING:	30 September 2021, Bus Depot, York Street, George. Interested tenderers are to register at the Compulsory Clarification Meeting on 22 September 2021.
CLOSING DATE	: 15 October 2021
CLOSING TIME	12h00
LOCATION OF TENDER BOX	: <b>Tender Box</b> at the George Municipality, on the First Floor, Directorate: Financial Services, Supply Chain Management Unit, Civic Centre, York Street, George.

**GEORGE MUNICIPALITY**  
**DIRECTORATE: DEPARTMENT OF PROTECTION SERVICES**

**TENDER NUMBER: PS032/2021**

**TENDER FOR THE ROUTINE SERVICING, MAINTENANCE AND REPAIR OF THE  
MUNICIPAL BUS FLEET**

**TENDER NOTICE AND INVITATION TO TENDER**

Tenders are hereby invited for the:

**APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR THE SERVICE, MAINTENANCE AND REPAIR OF THE  
MUNICIPAL BUS FLEET FOR A PERIOD OF THREE (3) YEARS**

Completed tenders in a sealed envelope (two envelope system), clearly marked:

**Tender No.: PS032/2021**, must be placed in the tender box at the George Municipality on the First Floor, Directorate: Financial Services, Supply Chain Management Unit, Civic Centre, York Street, George by no later than **15 October 2021**. Tenders are not allowed to be placed in the tender box after **12:00**. Tenders will be opened on the same day in the Committee Room at 12:05. Late or unmarked tenders will not be considered. No tenders per fax or e-mail will be accepted.

Attendance at the Tender Briefing meeting is compulsory. Interested tenderers are to register per e-mail with Ms Samantha Andrews at [Sjandrews@george.gov.za](mailto:Sjandrews@george.gov.za) by 14h00 the day before the meeting in order to receive an invitation. The meeting will be held as at 10h00 on 22 September 2021 via Microsoft Teams.

**Non-attendance of the compulsory briefing session will disqualify your tender.**

Tender documents are available at a non-refundable deposit of R236-00 each from the Supply Chain Management Unit, First Floor, Civic Centre, York Street, George. Tender documents will be available from Friday 10 September 2021 on the George Municipality's website: [www.george.gov.za](http://www.george.gov.za), free of charge.

Stage 1: Functionality criteria

Only Tenderers that are responsive and achieve a minimum qualification score of **85%** for their Technical Proposals in Stages 1 will have their Financial Proposal evaluated. The functionality (quality) criteria and weighting are set out in the tender document.

Stage 2: Price and Preference scoring

If the tender is compliant with pre-qualification criteria and has achieved the minimum requirements for Stages 1, the Financial Proposals will be evaluated and adjudicated in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations 2017 and the George Municipality's Supply Chain Management Policy, where 90 points will be scored for price and 10 points for preference where the tender value is above R50m.

For more information, contact Mr Peter Koch at [peter@pegasys.co.za](mailto:peter@pegasys.co.za) for technical matters and Ms Samantha Andrews at [sjandrews@george.gov.za](mailto:sjandrews@george.gov.za) for administrative matters.

**The Municipality reserves the right to withdraw any invitation to quote and/or to re-advertise or to reject any tender or to accept a part of it. The Municipality is not bound to accept the lowest or any tender.**

**A TCS PIN for bidders' tax compliance information must be submitted with the quotation document.**

**It will be required from all successful bidders to register on the Central Supplier Database (CSD).**

**Dr MR GRATZ**  
**MUNICIPAL MANAGER (Acting)**  
**GEORGE MUNICIPALITY**  
**GEORGE**  
**6530**



**GEORGE MUNICIPALITY**

**DIRECTORATE: PROTECTION SERVICES**

**TENDER NUMBER: PS032/2021**

**APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR THE SERVICE, MAINTENANCE AND REPAIR OF THE MUNICIPAL BUS FLEET FOR A PERIOD OF THREE (3) YEARS**

**THE FOLLOWING SHALL BE APPLICABLE TO THIS TENDER**

<b>General</b>
The Purchaser is the George Municipality, DIRECTORATE: PROTECTION SERVICES, P O Box 19, George, 6530.
<b>Tender Documents</b>
The Tender documents issued by the Purchaser comprise: <b><u>The Tender</u></b> <b>Part T1: Tender Specifications</b> T1.1 Tender requirements T1.2 Evaluation of tenders <b>Part T2 Returnable Documents</b> T2.1 List of returnable documents T2.1 Returnable schedules T2.2 Other documents required for tender evaluation purposes <b><u>The Contract</u></b> <b>Part C1: Agreement and contract data</b> C1 Contract Data <b>Part C2: Pricing data – included in Financial Proposal</b> C2 Pricing instructions – included in Financial Proposal <b>Part C3: The Contract</b> C3.1 General Conditions of Contract C3.2 Special Conditions of Contract C3.3 Scope of works C3.4 Form of offer and acceptance <b>Part C4: Annexures</b>
<b>Communication and Purchaser's agent:</b>
Name: <b>Peter Koch</b> Tel: 084 716 8327 E-mail: <a href="mailto:peter@pegasys.co.za">peter@pegasys.co.za</a>

# T1 TENDER SPECIFICATIONS

## T1.1 TENDER REQUIREMENTS

Tender offers will only be accepted based on the following administrative and functional requirements, as set out below:

### T1.1.1 Administrative requirements

The Tenderer;

- must have in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services or have made arrangements to meet outstanding tax obligations;
- or any of its directors/shareholders shall not be listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- shall not have;
  - abused the Purchaser's Supply Chain Management System; or
  - failed to perform on any previous contract and have been given a written notice to this effect.
- shall ensure the offer is signed by a person authorized to sign on behalf of the Tenderer.
- ensure that the Compulsory Enterprise Questionnaire is completed and that there are no conflicts of interest which may impact on the Tenderer's ability to perform the Contract in the best interests of the Purchaser or potentially compromise the tender process.
- shall be registered and in good standing with the compensation fund or with a licensed compensation insurer;
- have an Occupational Health and Safety Plan acceptable to the Purchaser, and the necessary competencies and resources to carry out the work safely.
- must submit certified copies of the directors, owners and shareholders identity documents with the tender offer.
- must be registered on the Central Supplier Database, Copies of the registration forms are available on the George Municipality's website: [www.george.org.za](http://www.george.org.za)
- submitting a tender as a Joint Venture must include an acceptable Joint Venture Agreement with his/her tender or provide a letter of intent to form a Joint Venture signed by all parties.
- shall not be in arrears of more than 30 days with municipal rates and taxes and services charges.

### **T1.1.2 Functional requirements**

The Tenderer:

- Must demonstrate experience of maintaining buses for a period exceeding 5 years by providing a list of clients giving fleet size and testimonials of their work/reference letters.
- Tenderers must show how any experience claimed in respect of responding to this tender will be deployed in delivery of the proposed services. i.e. only experience that will be directly applied in this contract will be considered for the award of tender evaluation points.

### **T1.1.3 Other Requirements**

The Tenderer must:

- attend a compulsory clarification meeting, which will be held as follows:
  - Date: 22 September 2021
  - Starting time: 10h00
  - Location: Microsoft Teams meeting, by electronic invitation.
- register per e-mail with Ms Samantha Andrews at [sjandrews@george.gov.za](mailto:sjandrews@george.gov.za) by 14h00 the day before the meeting in order to receive an invitation.
- submit Envelope 1 in hard copy with a flash drive that includes an electronic / scanned copy of the entire ENVELOPE 1 submission, should a copy of the pricing schedule or offer be included in the flash drive then the tender submission will be disqualified.
- submit Envelope 2 in hard copy only.

### **T1.1.4 Tender Submission**

- Tenderers MUST ensure that their "Tenderer's Contact Details" form is completed.
- Tenderers MUST ensure that their attendance at the Clarification meeting is confirmed by the Municipality.
- No alternative Tender offer will be considered.
- Tenderers shall:
  - Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
  - Return all returnable documents to the Purchaser after completing them in their entirety in non-erasable black ink.
    - Corrections may not be made by means of a correction fluid. In the event of a mistake having been made it shall be crossed out in ink and be accompanied by a full signature at each and every alteration. The Municipality reserves the right to reject the Tender if corrections are not made in accordance with the above.
  - Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the Purchaser.
  - Sign the original and all copies of the tender offer where required in terms of the tender data. The Purchaser will hold all authorized signatories liable on behalf of the tenderer.

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T1.2

- Signatories for tenderers proposing to contract as joint venture shall state which of the signatories is the lead partner whom the Purchaser shall hold liable for the purpose of the tender offer.
- Note that a **two-envelope system** will be followed: The first envelope will include the technical proposal and all relevant returnable schedules and annexures except the Tenderer's pricing schedule, form of Offer and preferencing forms, which shall be in the second envelope.
  - Seal the two envelopes as separate packages marking the packages as "Envelope 1 – Technical Proposal" and "Envelope 2 – Financial Proposal". Each package shall state on the outside the Purchaser's address and tender identification details as stated in the tender specifications, as well as the tenderer's name and contact details (refer to the table below). The time and location for submission of the tender offers is:
    - **12h00 on 15 October 2021; The Tender Box at the George Municipality is on the First Floor, Directorate: Financial Services, Supply Chain Management Unit, Civic Centre, York Street, George.**
    - **The tender identification details are: Tender number PS032/2021.**
  - Accept that the Purchaser will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
  - Accept that tender offers submitted by facsimile or e-mail will be rejected by the Purchaser, unless stated otherwise in the tender data.
  - Ensure that the Purchaser receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

<b>Envelope 1</b>	<b>Envelope 2</b>
TECHNICAL PROPOSAL	FINANCIAL PROPOSAL
Purchaser: THE CITY COUNCIL MUNICIPALITY OF GEORGE P O BOX 19 GEORGE, 6530	Purchaser: THE CITY COUNCIL MUNICIPALITY OF GEORGE P O BOX 19 GEORGE, 6530
Tender Number: PS032/2021 APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR THE SERVICE, MAINTENANCE AND REPAIR OF THE MUNICIPAL BUS FLEET FOR A PERIOD OF THREE (3) YEARS	Tender Number: PS032/2021 APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR THE SERVICE, MAINTENANCE AND REPAIR OF THE MUNICIPAL BUS FLEET FOR A PERIOD OF THREE (3) YEARS
Company name: Company contact details: SUPPLIER DATABASE NO.: MAAA ....	Company name: Company contact details: SUPPLIER DATABASE NO.: MAAA ....
Contents: <ul style="list-style-type: none"> <li>• Tender Returnable Documents, excluding those in Envelope 2</li> <li>• All tender sections</li> <li>• Flash drive with an electronic copy of the entire Envelope 1 submission (no pricing schedule or Form of Offer)</li> </ul>	Contents: <ul style="list-style-type: none"> <li>• Pricing Schedule – Bills of Quantities</li> <li>• Form of Offer</li> <li>• Preferential procurement documentation (including BBBEE certification)</li> </ul>

#### **T1.1.5 Tender validity period**

- Allow that the Tender validity period is 180 days from the date of submission.

#### **T1.1.6 Contract commencement**

- Note that contract commencement is proposed for 1 December 2021 or as soon thereafter as contract conclusion permits.

#### **T1.1.7 Clarification of tender after submission.**

- Provide clarification of a tender offer in response to a request to do so from the Purchaser during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

#### **T1.1.8 Provide other material**

- Provide, on request by the Purchaser, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), referencing arrangements, or samples of materials, considered necessary by the Purchaser for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the Purchaser's request, the Purchaser may regard the tender offer as non-responsive.

#### **T1.1.9 Inspections, tests and analysis**

- Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

#### **T1.1.10 Certificates**

- Include in the tender submission or provide the Purchaser with any certificates as stated in the tender data.

#### **T1.1.11 Compliance with Occupational Health and Safety Act 1993**

- Tenderers are to note that the requirements of the Occupational Health and Safety (OHS) Act No. 85 of 1993. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith during supply and delivery of all services and materials.

### **T1.2 EVALUATION OF TENDERS**

All tenders received shall be evaluated in accordance with the Municipal Finance Management Act, Act 56 of 2003 (read with its accompanying Supply Chain Management Regulations), the Municipality's SCM Policies, and the Preferential Procurement Policy Framework Act, Act 5 of 2000 (read with its accompanying regulations).

#### **T1.2.1 Invalid Tenders**

The Bid Evaluation Committee shall consider the bids received and shall note for inclusion in the evaluation report a tenderer whose tender is considered by the Bid Evaluation Committee to be invalid and eliminated from further evaluation for any of the following reasons:

- the tender, including the tender amount, where applicable, is not submitted on the official Form of Offer
- the tender document is not completed in non-erasable handwritten, or printed, ink or toner;
- the Form of Offer has not been signed with an original signature;
- the Form of Offer is signed, but the name of the tenderer is not stated, or is indecipherable.

### **T1.2.2 Non-Responsive Tenders**

Valid tenders will be declared non-responsive and eliminated from further evaluation if, which includes the following, but is not limited to:

- The tenderer has been listed on the National Treasury's Register for Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, or has been listed on the National Treasury's List of Restricted Suppliers and who is therefore prohibited from doing business with the public sector.
- The tender does not comply with the Specification(s)
- The tender does not comply with the instructions as contained in the Price Schedule
- The tenderer has not achieved the minimum functionality scoring/points as set out in the tender document (if applicable).
- The tenderer is a person, advisor or corporate entity involved with the Bid Specification Committee or director/member of such a corporate entity and is therefore prohibited from tendering for any resulting contracts.
- The tenderer does not meet the minimum requirements as set out for the Tenderer's Experience and Expertise

Tenders will be declared non-responsive if the tenderer fails to adhere to a written request (within the specified period set out in such request) to:

- Comply with the general conditions applicable to tenders as set out in the Municipality's SCM Policy;
- Comply with one or more of the provisions contained in the Conditions of Tender;
- Comply with any other terms and conditions of the tender as contained in the tender document;
- Complete and/or sign any declarations and/or authorisations;
- Register on the Municipality's Vendor Database;
- Submit an original and valid tax clearance certificate from the South African Revenue Services (SARS) certifying that the taxes of the tenderer are in order;
- Comply with any applicable Bargaining Council agreements;
- Submit details of the Tenderer's Experience and Expertise and/or Key Personnel and Qualifications and respond to any requests for further information that are made by Municipality.

### **T1.2.3 Two-Stage Tender Evaluation**

A two-stage tender evaluation process will be used.

- Stage 1: Functionality criteria  
Only Tenderers that are responsive and achieve a minimum qualification score of **85%** for their Technical Proposals in Stages 1 will have their Financial Proposal evaluated. The functionality (quality) criteria and weighting are set out in the tender document.

- Stage 2: Price and Preference scoring

If the tender is compliant with pre-qualification criteria and has achieved the minimum requirements for Stages 1, the Financial Proposals will be evaluated and adjudicated in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations 2017 and the George Municipality's Supply Chain Management Policy, where 90 points will be scored for price and 10 points for preference where the tender value is above R50m.

#### **T1.2.4 Capacity of Tenderer to undertake specified work**

As part of the overall tender evaluation process, in an effort to ascertain the tenderers capacity to undertake the specified work, the George Municipality will:

- Undertake an inspection of the Tenderers proposed or existing facilities in the town of George, which facilities must satisfy the Purchaser's expectations in respect of the servicing, maintenance and repair of its buses prior to the conclusion of a contract with the preferred bidder.

And, the George Municipality reserves the right to:

- Require the Tenderer to provide written evidence that his/her financial, labour and resources are adequate for carrying out the specified work.
- To appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any Tenderer. The Tenderer shall provide all reasonable assistance in such investigations.

#### **T1.2.5 Negotiations with preferred bidders**

The Municipal Manager (or his delegated authority) may authorise the negotiation of the final terms of a contract with tenderers identified through a competitive bidding process as preferred tenderer provided that such negotiation:

- does not allow any preferred tenderer a second or unfair opportunity;
- is not to the detriment of any other tenderer; and
- does not lead to a higher price than the tender as submitted.

Minutes of such negotiations must be kept for record purposes.

If negotiations fail to result in acceptable contract terms, the Municipal Manager (or his/her delegated authority) may terminate the negotiations and invite the next ranked tenderer for negotiations. The original preferred tenderer should be informed of the reasons for termination of the negotiations. Once negotiations are commenced with the next ranked tenderer, earlier negotiations may not be reopened by the Municipality.

At the conclusion of the evaluation, adjudication and award process, the Municipality may conclude an appropriate Service Level Agreement with the successful tenderer.



## T1.2.6 Functionality Requirements

### Pre-qualification Functionality

The following criteria will be used to calculate points for the functionality of Tenderers and Tenderers must ensure that they submit all information to be evaluated on the criteria mentioned below:

- Tenderers must ensure that all the information requested is provided, with details
- Unclear or incomplete information provided will result in no points being allocated.
- Tenderers must submit applicable information for this tender. Reference to any attached documentation must be clearly indicated.

**TABLE 1:FUNCTIONAL CRITERIA**

	<b>CRITERIA</b>	<b>MAXIMUM POINTS</b>
1	Facilities allocation	20
2	Key personnel and staff allocation	40
3	Track record	30
4	Work Plan Form 2.1.6	10
<b>TOTAL</b>		<b>100</b>

### **1. Facilities allocation**

**Max 20 points**

#### *1.1 Tenderer Facilities in George for provision of required work*

Availability of facilities for vehicle service, maintenance and repair within the town of George. A physical inspection will be required to evaluate: space, equipment and cleanliness with the following overall points being awarded:

Workshop facilities suitable for buses	10
Secure Holding Area	5
Spares storage	5

*Facility address and manager's contact number to be provided for inspection*

Where there will be more than one facility, separate mechanical/electrical workshop and panel beating facilities for example, details for all facilities must be provided

**TABLE 2 : FACILITIES ALLOCATION**

<b>Facilities Allocation</b>	<b>Points available</b>
<b><i>Workshop Facilities</i></b>	
Workshop able to accommodate 2 buses with pits	10
Workshop able to accommodate 1 bus with pit	5
No space	0
<b><i>Secure Holding Area</i></b>	

Facilities Allocation	Points available
No of buses able to be accommodated, point per bus	
can accommodate 5 buses	5
can accommodate 4 buses	4
can accommodate 3 buses	3
can accommodate 2 buses	2
can accommodate 1 bus	1
can accommodate no buses	0
Spares storage	
Spare storage for Lubricants, Electricals and Mechanical	
Storage for Lubricants	1
Storage for Electrical	2
Storage for Mechanical	2

## 2. Key personnel and staff allocation

**Max 40 pts**

The experience of the Tenderer's key personnel in bus maintenance is a key element of selecting a Service Provider for this tender. The evaluation will include the proposed qualification, and number of applicable years' experience for the Key Personnel. Proof of qualifications and experience (CV), for projects of a similar nature/discipline, must be attached to Form 2.1.4: Proposed Key Personnel, and must clearly indicate the qualification and experience over the past 10 years. Commitment letters will be required for personnel sourced from outside the Tenderer's core/permanent staff. Regarding table 3, all proposed key personnel and other staff may only be put forward in one of the listed positions for points. Points will be allocated with reference to table 4, and relevant proof of qualification as provided with Form 2.1.4.

**TABLE 3: KEY PERSONNEL AND OTHER STAFF**

Key Personnel	Points
Workshop Manager who is a suitably qualified with a relevant national <b>tertiary qualification</b> , preferably in Transport Management/Transport Economics, who has at <b>least 8 – 10 years proven track record</b> in fleet and maintenance management and managing and controlling workshop activities in a heavy automotive environment.	10
Senior Diesel Technician who is <b>qualified diesel mechanic</b> with at least <b>5 years post trade qualification experience</b> in maintaining and repairing a fleet of at least 50 heavy automotive vehicles. Must be in a possession of at least a <b>valid EC1 Driver's licence</b> .	8
Senior Auto Electrician who is <b>Qualified Auto Electrician</b> with at least <b>5 years post trade qualification experience</b> in maintaining and repairing a large fleet of at least 50	7

<b>Key Personnel</b>	<b>Points</b>
heavy automotive vehicles. A valid code B driver's license is required, and a <b>knowledge of modern automotive electronic vehicle diagnosing</b> is required.	
Fleet Manager with a <b>relevant tertiary qualification</b> including Financial management and proven <b>track record of at least 8- 10 years</b> in financial management in a fleet environment including experience in determining payment rates and terms /conditions.	4
At least two experienced automotive artisans with appropriate experience for diagnosing and rectifying minor vehicle problems at the bus depot in George. These personnel are other than the personnel listed above and will be required to work unusual hours as a matter of course.	4
Schedule of workshop staff other than the personnel listed above: Qualified Mechanics 0.25 points per QM (max 2.5 points) Mechanics Assistants 0.05 points per MA (max 1 point) Qualified auto-electricians 0.5 points per AE (max 1 point) General driver 0.25 points per GD (max 0.5 point) Cleaners 0.05 point per C (max 0.5 point) Panelbeater and Assistant 0.25 point per P&A (max 0.5 points) Spraypainters and Assistant 0.25 point per P&A (max 0.5 points) Administrative support 0.1 per AS (Max 0.2 points) Spares Management 0.1 per SM (Max 0.2 points) Personnel in all staff categories 0.1 points	7

**TABLE 4 : KEY PERSONNEL POINTS ALLOCATION**

<b>Key Personnel</b>	<b>Points Available</b>
<b>Workshop Manager</b>	
Tertiary Qualification	2
Work Experience	
8-10 years	8
6-8 years	6
4-6 years	4
2-4 years	2
0-2 years	0
<b>Senior Diesel Technician</b>	
Qualification	2
Valid ECs Driver's License	1
Work Experience – post qualification	
5 years	5
4 years	4
3 years	3
2 years	2
1 year	1
<b>Senior Auto Electrician</b>	
Qualification	2
Work Experience – post qualification	
5 years	5
4 years	4

3 years	3
2 years	2
1 year	1
<b>Fleet Manager</b>	
Tertiary Qualification	2
Work Experience	
8-10 years	2
6-8 years	1.5
4-6 years	1
2-4 years	0.5
0-2 years	0
<b>Other per</b>	

3. **Track Record**

**Max 30 points**

Points for Track Record will be allocated as indicated below.

- **Buses** (no of unique vehicles) **serviced**, with verifiable references, in last 5 years divided by 10 Max 10 Points
- **Years in Maintenance Business** divided by 2 Max 10 points  
(In a Joint Venture, the company providing the Chassis Service and Maintenance will be used for scoring. Less than 5 years in business will be deemed nonresponsive)
- **References** Max 10 points

The Tenderer is hereby requested to provide a minimum of 3 contactable references for similar work, most especially that pertaining to chassis servicing and maintenance. Bus fleet maintenance would be preferable but references for other heavy vehicle fleet maintenance work will be accepted. The referee should complete, score and sign Returnable T2.1.9: References for Chassis Servicing and Maintenance and return the document directly to the listed person. Only documents submitted under an official company letterhead, declaring the contactable reference was indeed the person handling the contract administration on the listed project, will be considered. Only relevant experience will be considered.

**TABLE 5: TRACK RECORD POINTS ALLOCATION**

Track record	Points available
<b>Buses/heavy vehicles serviced in the last 5 years</b>	
No/10	10
100/10	9
90/10	8
80/10	7
70/10	6
60/10	5
50/10	4
40/10	3
30/10	2
20/10	1
10/10	

<b>Years in Maintenance Business</b>	
Years/2	10
20/2	9
18/2	8
16/2	7
14/2	6
12/2	5
10/2	4
8/2	3
6/2	2
4/2	1
2/1	

**TABLE 6 REFERENCES RECORD POINTS ALLOCATION**

Completion of work according to timeframes submitted by Tenderer	Points Available
Completion of work on time On time =3 Overtime with due notification =1 Overtime no notification = 0	3
Quality of work Excellent =3 Good =2 Fair =1 Poor =0	3
Was the work completed within the quoted price or not overspent without provisional approval? Within Budget =2 Over Budget = 0	2
Reporting, problem identification, recommendations etc. Excellent = 2 Good = 1.5 Fair = 1 Poor = 0	2

## T2 RETURNABLE DOCUMENTS AND SCHEDULES

*(**ALL Documents and Schedules MUST BE RETURNED for the TENDER to Qualify**)*

MBD 1	TAX COMPLIANCE INFORMATION
MBD 1	QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
MBD 4	DECLARATION OF INTEREST
MBD 5	DECLARATION FOR PROCUREMENT ABOVE R10 MILLION
MBD 6.1	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (Envelope 2)
MBD 6.1(a)	SWORN AFFIDAVIT – BBBEE EXEMPTED MICRO ENTERPRISE (Envelope 2)
MBD 8	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
MBD 9	CERTIFICATE OF INDEPENDENT BID DETERMINATION
T2.1	List of Returnable Schedules Required for Tender Evaluation & Returnable Schedules
T2.2	Other documents that will be incorporated into the contract
T2.3	Returnable Schedules that will be incorporated in the contract

**NOTE:**

Although the documents in this section are headed "Returnable Documents", the entire tender document duly completed and signed where appropriate and with supporting information must be returned as part of the tender.

TAX COMPLIANCE INFORMATION

PART A

Tax Compliance Status	TCS Pin:		or	CSD No:	
B-BBEE Status Level Verification Certificate [Tick Applicable Box]	<input type="checkbox"/> Yes <input type="checkbox"/> No			B-BBEE Status Level Sworn Affidavit	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FORM EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
Are You The Accredited Representative In South Africa For The Goods / Services / Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If Yes, Enclose Proof]			Are You A Foreign Based Supplier For The Goods / Services / Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If Yes, Answer Part 2.]
Signature of Bidder	.....			Date	.....

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

<b>1. TAX COMPLIANCE REQUIREMENTS</b>		
1.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
1.2	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.	
1.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE 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 <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .	
1.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B2.	
1.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
1.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
1.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
<b>2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS [Tick Applicable Box]</b>		
2.1	Is the entity a resident of the Republic of South Africa (RSA)?	YES NO
2.2	Does the entity have a branch in the RSA?	YES NO
2.3	Does the entity have a permanent establishment in the RSA?	YES NO
2.4	Does the entity have any source of income in the RSA?	YES NO
2.5	Is the entity liable in the RSA for any form of taxation?	YES NO
<b>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 1.3 ABOVE.</b>		

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

Signature of Bidder: .....

Capacity Under Which This Bid Is Signed: .....

Date: .....



### DECLARATION OF INTEREST

1.	No bid will be accepted from persons in the service of the state*.	
2.	Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.	
3.	In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.	
3.1	Full Name of bidder or his / her representative: .....	
3.2	Identity number: .....	
3.3	Position occupied in the Company (director, trustee, shareholder <sup>2</sup> ): .....	
3.4	Company Registration Number: .....	
3.5	Tax Reference Number: .....	
3.6	VAT Registration Number: .....	
3.7	The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) must be indicated in paragraph 4 below.	
3.8	Are you presently in the service of the state?*	<b>YES / NO</b>
3.8.1	If yes, furnish the following particulars:  Name of person / director / trustee / shareholder member:  .....  Name of state institution at which you or the person connected to the bidder is employed:	

	<p>.....</p> <p>Position occupied in the state institution:</p> <p>.....</p> <p>Any other particulars: .....</p> <p>.....</p>	
3.9	Have you been in the service of the state for the past twelve months?	<b>YES / NO</b>
3.9.1	<p>If so, furnish particulars.</p> <p>.....</p> <p>.....</p>	
3.10	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	<b>YES / NO</b>
3.10.1	<p>If yes, furnish the following particulars:</p> <p>Name of person: .....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution:</p> <p>.....</p> <p>Any other particulars: .....</p> <p>.....</p>	
3.11	Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid?	<b>YES / NO</b>

3.11.1	<p>If yes, furnish the following particulars:</p> <p>Name of person: .....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution: .....</p> <p>Any other particulars: .....</p> <p>.....</p>	
3.12  3.12.1	<p>Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member:</p> <p>.....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution: .....</p> <p>Any other particulars: .....</p> <p>.....</p>	<b>YES / NO</b>
3.13	<p>Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state?</p> <p>If yes, furnish the following particulars:</p>	<b>YES / NO</b>

3.13.1	<p>Name of person / director / trustee / shareholder / member:</p> <p>.....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution: .....</p> <p>Any other particulars: .....</p> <p>.....</p>		
3.14	<p>Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?</p> <p>If yes, furnish particulars:</p>	<b>YES / NO</b>	
3.14.1	<p>.....</p> <p>.....</p>		
<p>4. Full details of directors / trustees / members / shareholders:</p> <p><b>THE FOLLOWING INFORMATION IS <u>COMPULSORY</u> TO COMPLETE:</b></p>			
<b>Full Name</b>	<b>Identity Number</b>	<b>Individual Tax Number for each Director</b>	<b>State Employee Number (where applicable)</b>

<b>5.</b>	<b>The contract will be automatically cancelled if there is a conflict of interest which is not disclosed by the bidder.</b>		

**Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA)**

All parties agree that they will comply with Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA) and process all the information and/or personal data in respect of the goods and/or services being rendered in accordance with the said act and only for the purpose of providing the goods and/or services set out in the agreement to provide such goods and/or services.

The contract between the municipality and the service provider must ensure compliance with the Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA), in that the service provider establishes and maintains security measures to safeguard personal information being processed on behalf of the municipality. The service provider must notify the municipality immediately in an event where there are reasonable grounds to believe personal information has been accessed by an unauthorised person.

The contract with a service provider must ensure confidentiality of personal information processed on behalf of the municipality. A supply contract with a service provider must include standard clauses outlining joint responsibility in terms of the protection of personal information.

.....	.....
Signature	Date
.....	.....
Capacity	Name of Bidder

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be -

- (a) a member of –
  - (i) any municipal council;
  - (ii) any provincial legislature; or
  - (iii) the National Assembly or the National Council of Provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official or any Municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (e) a member of the accounting authority of any national or provincial entity; or
- (f) an employee of Parliament or a provincial legislature.

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the

**DECLARATION FOR PROCUREMENT ABOVE R10 MILLION  
(ALL APPLICABLE TAXES INCLUDED)**

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1. Are you by law required to prepare annual financial statements for auditing? **\*YES / NO**

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....  
.....

2. Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? **\*YES / NO**

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services toward any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

.....  
.....  
.....  
.....

3 Has any contract been awarded to you by an organ of state **\*YES / NO**  
during the past five years, including particulars of any  
material non-compliance or dispute concerning the  
execution of such contract?

3.1 If yes, provide particulars.

.....  
.....  
.....  
.....

4 Will any portion of goods or services be sourced from outside **\*YES / NO**  
the Republic, and, if so, what portion and whether any portion  
of payment from the municipality / municipal entity is expected  
to be transferred out of the Republic?

4.1 If yes, furnish particulars.

.....  
.....  
.....  
.....

**CERTIFICATION**

I, THE UNDERSIGNED (NAME) .....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION  
FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME  
SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

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

**(Refer to Envelope 2 submission document)**



**MBD 6.1(a)**

**(Refer to Envelope 2 submission document)**

**DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - 3.1 take all reasonable steps to prevent such abuse;
  - 3.2 reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - 3.3 cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:

<sup>1</sup> **Includes price quotations, advertised competitive bids, limited bids and proposals.**

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

**GEORGE MUNICIPALITY**

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

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

- 6. I have read and I understand the contents of this Certificate;
- 7. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 8. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 9. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
- 10. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

- 10.1 has been requested to submit a bid in response to this bid invitation;
  - 10.2 could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - 10.3 Provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
- 11 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>3</sup> will not be construed as collusive bidding.
- 12 In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- 12.1 prices;
  - 12.2 geographical area where product or service will be rendered (market allocation);
  - 12.3 methods, factors or formulas used to calculate prices;
  - 12.4 the intention or decision to submit or not to submit, a bid;
  - 12.5 the submission of a bid which does not meet the specifications and conditions of the bid; or bidding with the intention not to win the bid.
13. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
14. 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.
15. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....  
Signature Date

.....  
Position Name of Bidder

<sup>3</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.**

**CERTIFICATE FOR MUNICIPAL SERVICES  
(COMPULSORY TO COMPLETE)**

Information required in terms of the Supply Chain Management Regulations, Regulation 28 (1) (c).

<b>Tender Number: PS032/2021</b>
<b>Name of the Bidder:</b> _____

**DETAILS OF THE BIDDER/S: Owner / Proprietor / Director(s) / Partner(s), etc:**

Physical Business address of the Bidder	Municipal Account Number(s)

If there is not enough space for all the names, please attach the additional details to the Tender document.

Name of Director / Member / Partner	Identity Number	Physical <b>residential</b> address of Director / Member / Partner	Municipal Account number(s)

I, \_\_\_\_\_, the undersigned,  
(full name in block letters)

**certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.**

\_\_\_\_\_  
Signature

THUS DONE AND SIGNED for and on behalf of the Bidder / Contractor

at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 2021



**PLEASE NOTE:**

**MUNICIPAL ACCOUNTS FOR ALL PROPERTIES OWNED BY BIDDER/S MUST BE ATTACHED TO THE TENDER DOCUMENT!**

**Even if the requested information is not applicable to the Bidder, the table above should be endorsed NOT APPLICABLE with a reason and THIS DECLARATION MUST STILL BE COMPLETED AND SIGNED. In the event of leasing, a lease agreement MUST be attached to the tender document.**

**GEORGE MUNICIPALITY**

**DIRECTORATE: PROTECTION SERVICES**

**TENDER NUMBER: PS032/2021**

**APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR THE SERVICE, MAINTENANCE AND REPAIR OF THE MUNICIPAL BUS FLEET FOR A PERIOD OF THREE (3) YEARS**

**List of Returnable Schedules Required for Tender Evaluation Purposes**

**T2.1 RETURNABLE SCHEDULES**

Form 2.1.1	General Information
Form 2.1.2	Authority for Signatory
Form 2.1.3	Schedule of Work Carried Out by Tenderer
Form 2.1.4	Proposed Key Personnel
Form 2.1.5	Schedule of Infrastructure and Resources
Form 2.1.6	Schedule of Approach and Methodology
Form 2.1.7	Schedule of Proposed Sub-Contractors
Form 2.1.8	Financial References

**FORM 2.1.1 GENERAL INFORMATION**

1. Name of tendering entity:

\_\_\_\_\_

2. Contact details

Address: \_\_\_\_\_

Tel no: (\_\_\_\_\_) \_\_\_\_\_

Fax no: (\_\_\_\_\_) \_\_\_\_\_

E-mail address: \_\_\_\_\_

3. Legal entity: Mark with an **X**.

Sole proprietor	
Partnership	
Close corporation	
Company (Pty) Ltd	
Joint venture	

In the case of a Joint venture, provide details on joint venture members:

Joint venture member	Type of entity (as defined above)

4. Income tax reference number:

\_\_\_\_\_

(in the case of a joint venture, provide for all joint venture members)

5. Regional services area where the enterprise is registered:

\_\_\_\_\_

(In the case of a joint venture, provide for all joint venture members)

6. VAT registration number:

\_\_\_\_\_

(In the case of a joint venture, provide for all joint venture members)

7. Company or closed corporation registration number:

\_\_\_\_\_

(In the case of a joint venture, provide for all joint venture members)

8. Details of proprietor, partners, closed corporation members, or company directors, indicating technical qualifications where applicable (Form on the next page).

9. For joint ventures the following must be attached (COMPULSORY):

- Written power of attorney for authorised signatory.
- Pro-forma of the joint venture agreement. *(If the Joint Venture Agreement is not attached, the tender will not be considered!)*

**DETAILS OF PROPRIETOR, PARTNERS, CLOSED CORPORATION MEMBERS OR COMPANY DIRECTORS**

Name and Identity Number	Relevant qualifications and experience	Years of relevant experience

Name of Tendering Entity :

\_\_\_\_\_

Signature :

Date :

\_\_\_\_\_

**FORM 2.1.2 AUTHORITY FOR SIGNATORY**

Details of person responsible for Tender process

Name

Contact number ( )

Address of office submitting the  
Tender

Telephone no ( )

Fax no ( )

E-mail address

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated original or certified copy** of the relevant resolution of their members or their board of directors, as the case may be.

“By resolution of the board of directors passed on *(date)* .....

Mr. ....

has been duly authorized to sign all documents in connection with the Tender for Contract Number .....and any Contract which may arise there from on behalf of

(BLOCK CAPITALS)

.....  
.....

SIGNED ON BEHALF OF THE COMPANY .....

IN HIS CAPACITY AS .....

DATE .....

FULL NAMES OF SIGNATORY .....

AS WITNESSES            1. ....

   2. ....



#### **FORM 2.1.4 PROPOSED KEY PERSONNEL**

The Tenderer shall list below the key personnel (including first nominee and the second-choice alternate), whom he proposes to employ on the project should his tender be accepted, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities.

The Tenderer is to insert in the spaces in the table below details of the key personnel required to be in the employment of the Tenderer or a specialist firm in order for the Tenderer to be eligible to submit a tender for this project. Different individuals must be proposed for each role.

The Curriculum Vitae of each individual must be appended to the Schedule together with certified copies of relevant qualifications and contact details for at least one reference for work undertaken within the last 5 years.

Key personnel members may not be replaced between the time of tender submission and the award of the tender by the Municipality's Supply Chain Management Bid Adjudication Committee. Should it become necessary during the course of the contract to replace any of the key personnel listed in the tender they may only be replaced by individuals with similar or better qualifications and/or experience as stipulated and then only with the approval of the Purchaser.

If a key personnel member does not perform their duties adequately at any time during the course of the contract, the Municipality reserves the right to require the Tenderer to replace that person with another individual with similar or better qualification and/or experience as stipulated.



**Key Personnel & Qualifications**

WORKSHOP MANAGER (Years 1 to 3) – provide information for first and second nominees.					
NAME	JOB TITLE	QUALIFICATIONS	RELEVANT TRACK RECORD	CONTACT DETAILS FOR AT LEAST ONE REFERENCE FOR WORK WITHIN THE LAST FIVE YEARS	
				Name: Position: Company: E-mail:	Name: Position: Company: E-mail:

SIGNED ON BEHALF OF TENDERER: .....

**Key Personnel & Qualifications (Cont)**

<b>SENIOR DIESEL TECHNICIAN (Give details for one person for Year 1) – provide information for first and second nominees.</b>					
<b>NAME</b>	<b>JOB TITLE</b>	<b>QUALIFICATIONS</b>	<b>RELEVANT TRACK RECORD</b>	<b>CONTACT DETAILS FOR AT LEAST ONE REFERENCE FOR WORK WITHIN THE LAST FIVE YEARS</b>	
				Name: Position: Company: E-mail: Cell:	Name: Position: Company: E-mail: Cell:

<b>SENIOR AUTO-ELECTRICIAN (Give details for one person for Year 1) – provide information for first and second nominees.</b>					
NAME	JOB TITLE	QUALIFICATIONS	RELEVANT TRACK RECORD	CONTACT DETAILS FOR AT LEAST ONE REFERENCE FOR WORK WITHIN THE LAST FIVE YEARS	
				Name: Position: Company: E-mail: Cell:	Name: Position: Company: E-mail: Cell:

SIGNED ON BEHALF OF TENDERER: .....

**Key Personnel & Qualifications (Cont)**

FLEET MANAGER (Years 1 to 3) – provide information for first and second nominees.					
NAME	JOB TITLE	QUALIFICATIONS	RELEVANT TRACK RECORD	CONTACT DETAILS FOR AT LEAST ONE REFERENCE FOR WORK WITHIN THE LAST FIVE YEARS	
				Name: Position: Company: E-mail: Cell:	Name: Position: Company: E-mail: Cell:

**FORM 2.1.5 SCHEDULE OF INFRASTRUCTURE AND RESOURCES**

Provide information on the following:

**i. Infrastructure and resources available**

**Physical facilities**

<b>Description</b>	<b>Address</b>	<b>Area (m<sup>2</sup>)</b>

**ii. Equipment**

Provide information on equipment and resources that you have available for this project (attach details if the spaces provided are not enough)

<b>Description : Equipment owned</b>	<b>Number of units</b>
<b>Description : Computer Hardware</b>	<b>Number of units</b>
<b>Description : Software to be Used</b>	<b>Number of units</b>

**iii. Size of enterprise and current workload**

What was your turnover in the previous financial year? .....

What is the estimated turnover for your current financial year? .....

**List your current contracts and obligations:**

Description	Value ®	Start date	Duration	Expected completed date

Do you have the capacity to supply the goods and services described in this Tender, should the contract be awarded to you? YES / NO

**iv. Staffing Profile**

Provide information on the staff that you have available to execute this contract (attach a separate list if the space provided is insufficient)

Permanently employed staff : gender and race	Number of staff
Temporary staff to be employed for the project: gender and race	Number of staff

**Name of Tendering Entity :**

---

**Signature :**

**Date :**

---

**FORM 2.1.6 WORK PLAN FOR ACCOMMODATION SERVICING AND MAINTENANCE OF 104 BUSES**

**Understanding the terms of reference / brief**

1. Do you as the contractor understand what is required in terms of the brief stated above?

Yes		No	
-----	--	----	--

(Tick Appropriate Block)

2. If you answered Yes to question 1 above, please explain briefly your understanding of the brief in no more than 50 words.


3. Considering questions 1 and 2 above, please provide in summary, details of your proposed approach and work plan to the successful completion of the above brief.


4. Briefly state if you have any innovative approach for this particular brief mentioned above, that you feel will be unique but also economically superior to the normal workable approach at presently undertaken as the norm.


**Name of Tendering Entity :**

---

**Signature :**

**Date :**

---



**FORM 2.1.7 SCHEDULE OF SUB-CONTRACTORS**

The Bidder shall, in accordance with the provisions of condition of Tender, list below the sub-contractors he/she proposes to employ for part(s) of the work.

***If any or all of the sub-contractor/s listed hereunder are not approved subsequent to acceptance of the Tender, it shall in no way invalidate the Tender or the Contract, and the Tendered unit rates for the respective items of work shall remain final and binding even if a sub-contractor/s not listed below is approved by the Purchaser.***

<b>Sub- Contractor's Name</b>	<b>Work Activities to be undertaken by the Sub-contractor</b>	<b>Work Recently Executed by Sub-contractor</b>

**FORM 2.1.8 FINANCIAL REFERENCES**

**FINANCIAL STATEMENTS**

I/We agree, if required, to furnish an audited copy of the latest set of financial statements together with my/our Directors' and Auditors' report for consideration by the Purchaser.

**DETAILS OF TENDERING ENTITY'S BANK**

I/We hereby authorize the Purchaser/Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference:

<b>DESCRIPTION OF BANK DETAIL</b>	<b>BANK DETAILS APPLICABLE TO TENDERER'S HEAD OFFICE</b>
Name of bank	
Branch name	
Branch code	
Street address	
Postal address	
Name of manager	
Telephone number	( )
Fax number	( )
Account number	

**FORM 2.1.9 REFERENCES FOR CHASSIS SERVICING AND MAINTENANCE**

The Tenderer is to provide a minimum of 3 contactable references for similar work, most especially that pertaining to chassis servicing and maintenance. Bus fleet maintenance would be preferable but references for other heavy vehicle fleet maintenance work will be accepted. Please provide this form to be completed by the references. Only documents submitted under an official company letterhead, declaring the contactable reference was indeed the person handling the contract administration on the listed project, will be considered. Only relevant experience will be considered.

**Reference points allocation for Tendering entity:**

Completion of work according to timeframes submitted by Tenderer	Points Available	Reference Points Awarded
Completion of work on time On time =3 Overtime with due notification =1 Overtime no notification = 0	3	.....
Quality of work Excellent =3 Good =2 Fair =1 Poor =0	3	.....
Was the work completed within the quoted price or not overspent without provisional approval? Within Budget =2 Over Budget = 0	2	.....
Reporting, problem identification, recommendations etc. Excellent = 2 Good = 1.5 Fair = 1 Poor = 0	2	.....
Comments:		

**Name of Reference Company :**

**Representative:**

**Contact Phone Number:**

**Contact E-mail address:**

**Signature :**

**Date :**

**GEORGE MUNICIPALITY**

**DIRECTORATE: PROTECTION SERVICES**

**TENDER NUMBER: PS032/2021**

**APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR THE SERVICE, MAINTENANCE  
AND REPAIR OF THE MUNICIPAL BUS FLEET FOR A PERIOD OF THREE (3) YEARS**

**T2.2 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES**

Form 2.2.1 Confirmation of Tenderer's Attendance at the Compulsory Information Session Meeting

Form 2.2.2 Record of Addenda to Tender Documents

**FORM 2.2.1 CONFIRMATION OF TENDERER'S ATTENDANCE AT THE COMPULSORY CLARIFICATION MEETING**

This is to certify that I, .....

representative of (Tenderer) .....

of (address) .....

Telephone number .....

Fax number .....

attended Clarification Meeting at **10h00** on **22 September 2021** in the company of

(George Municipality / Purchaser's Representative) .....

**PLEASE NOTE:**

Tenderers are requested to submit the minutes received at above-mentioned compulsory information session/meeting with their Tender documents. (Non-submission of this information may lead to rejection of this Tender)

**TENDERER'S REPRESENTATIVE:** .....

**FORM 2.2.2 RECORD OF ADDENDA TO TENDER DOCUMENTS**

We confirm that the following communications received from the Purchaser before the submission of this Tender offer, amending the Tender documents, have been taken into account in this Tender offer:

	<b>Date</b>	<b>Title or Details</b>
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

Signed: ..... Date: .....

Name: ..... Position: .....

SIGNED ON BEHALF OF TENDERER: .....

**GEORGE MUNICIPALITY**

**DIRECTORATE: PROTECTION SERVICES**

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**APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR THE SERVICE, MAINTENANCE  
AND REPAIR OF THE MUNICIPAL BUS FLEET FOR A PERIOD OF THREE (3) YEARS**

## **The Contract (Part C)**

Part C1	Agreement and Contract Data
Part C2	Pricing Data – included as a separate item in the Financial Proposal (Envelope 2)
Part C3	Scope of Works
Part C4	Form of offer and acceptance

**GEORGE MUNICIPALITY**

**DIRECTORATE: PROTECTION SERVICES**

**TENDER NUMBER: PS032/2021**

**APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR THE SERVICE, MAINTENANCE AND REPAIR OF THE MUNICIPAL BUS FLEET FOR A PERIOD OF THREE (3) YEARS**

**C1 CONTRACT DATA**

**CONTRACT DATA**

*The General Conditions of Contract as issued by National Treasury (and included in this tender pack) can be accessed from [www.treasury.gov.za](http://www.treasury.gov.za) .*

**PART 1: DATA PROVIDED BY THE PURCHASER**

The following contract specific data are applicable to this Contract:

The Purchaser is the George Municipality.	
The Authorised and Designated representative of the Purchaser is:	
Name: <b>Steven Erasmus, Director: Protection Services</b>	
The Purchaser's address for receipt of communications is:	
<u>Physical address:</u> George Municipality York Street George, 6530	<u>Postal address:</u> George Municipality PO Box 19 George, 6530
Telephone: 044 801 6350 E-mail: <a href="mailto:serasmus@george.gov.za">serasmus@george.gov.za</a>	
The Project is for the servicing, maintenance and repair of the Municipal Bus Fleet	
The Service Provider may release public or media statements or publish material related to the Services or Project subject to the approval of the Purchaser.	
The Services Provision shall be completed for the portions as set out in the Scope of Works.	
The Service Provider is required to provide the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards. Where services include the powers to certify, decide or otherwise exercise discretion in regard to a contractor agreement between the Purchaser and others then the Service provider shall act in respect of that contract/agreement as an independent	
The Service Provider is required to provide the following insurances:	
Insurance against	<b>Risk in performing professional services (Professional Indemnity cover)</b>



The Purchaser is the George Municipality.	
Cover is:	R20 million
Period of cover:	Duration of Project
Deductibles are:	
The Service Provider is required to obtain the Purchaser's prior approval in writing before taking any of the following actions: 1. Appointing Sub-Contractors for the performance of any part of the Services.	
The Purchase will not be responsible for any overtime worked by or overtime payments made to personnel, or any additional costs not specified in the tender submitted by the Tenderer.	
Copyright of documents prepared for the Project shall be vested with George Municipality.	
Settlement of disputes is to be in terms of Clause 49 and 50 of the Supply Chain Management Policy of the George Municipality	
Where not specifically indicated, all tendered prices, rates, tariffs, fees, etc are to include 15% VAT	

**PART 2: DATA PROVIDED BY THE SERVICE PROVIDER**

The Service Provider is:	
The authorized and designated representative of the Service Provider is:	
Name:	
The Service Provider's address for receipt of communications is	
Physical address:	Postal address:
Telephone:	
Fax:	
E-mail:	

## **C2 PRICING INSTRUCTIONS**

**Pricing Data – included as a separate item in the Financial Proposal (Envelope 2)**

**GEORGE MUNICIPALITY**

**DIRECTORATE: PROTECTION SERVICES**

**TENDER NUMBER: PS032/2021**

**APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR THE SERVICE, MAINTENANCE  
AND REPAIR OF THE MUNICIPAL BUS FLEET FOR A PERIOD OF THREE (3) YEARS**

## **C3 THE CONTRACT**

The Contract for the Servicing, Maintenance and Repair of George Municipal Buses comprises the following parts:

1. General Conditions of Contract (GCC)
2. Special Conditions of Contract (SCC)
3. Scope of Work (SoW)
4. Contract Rates

### **C3.1 GENERAL CONDITIONS OF CONTRACT**

(National Treasury - General Conditions of Contract (revised July 2010))

#### **TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

## 1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 '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.
- 1.2 'Contract period' means three years from the commencement date;
- 1.3 'Contract price' means the price payable to the supplier under the contract for the full and proper performance of his or her contractual obligations.
- 1.4 'Corrupt practice' means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 'Countervailing duties' are imposed in cases in which an enterprise abroad is subsidised 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 recognised 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 with 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 consignee's 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 markets its goods on its own initiative in the RSA at lower prices than that of the country of origin, and which action has the potential to harm the local industries in the RSA.
- 1.12 'Force majeure' means an event beyond the control of the supplier, not involving the supplier's fault or negligence, and not foreseeable. Such events may include, but are 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 organisation purchasing the goods.
- 1.22 'Republic' means the Republic of South Africa.
- 1.23 'SCC' means the Special Conditions of Contract.
- 1.24 'Services' means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance, and other such obligations of the supplier covered under the contract.
- 1.25 'Written' or 'in writing' means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

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

## **3. General**

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

## **4. Standards**

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

**5. Use of contract documents and information; inspection.**

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for the purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1, except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself, mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

**6. Patent rights**

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the goods or any part thereof by the purchaser.

**7. Performance Security**

- 7.1 Within 30 (thirty) 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 the SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:
- a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than 30 (thirty) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in the 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 organisation acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention of such 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 analysed 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 the 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 the 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 the SCC.
- 10.2 Documents to be submitted by the supplier are specified in the 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 the SCC:

- (a) performance or supervision of on-site assembly, and/or commissioning of the supplied goods;
- (b) furnishing of tools required for the 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 the 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 12 (twelve) 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 18 (eighteen) 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 the SCC.
- 15.3 The purchaser shall notify the supplier promptly, in writing, of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in the 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 the SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

**16. Payment**

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

**17. Prices**

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

**18. Contract Amendments**

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

**19. Assignment**

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

**20. Subcontracts**

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

**21. Delays in the supplier's performance**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

- 21.2 If at any time during the 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 or her discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure, outside of the contract, small quantities of supplies; or to have minor essential services executed if an emergency arises, or the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and, without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

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

## **23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person is or was, in the opinion of the Accounting Officer/Authority, actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within 5 (five) working days of such imposition, furnish the National Treasury with the following information:
- (i) the name and address of the supplier and/or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction;
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period of not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction, and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

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

- 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 subsidised 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 or she 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 or her.

## **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 notify the purchaser promptly, 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 such dispute or difference amicably, by mutual consultation.
- 27.2 If, after 30 (thirty) 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 to the supplier.

## **28. Limitation of Liability**

- 28.1 Except in cases of criminal negligence or wilful 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 the 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, licence fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, licence 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.

**33. National Industrial Participation (NIP) Programme**

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

**34 Prohibition of Restrictive practices**

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act, Act 89 of 1998, as amended, an agreement between or concerted practice by firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.

34.3 If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.

### **C3.2 SPECIAL CONDITIONS OF CONTRACT**

**THESE SPECIAL CONDITIONS OF CONTRACT (SCC) SET OUT BELOW SUPPLEMENT AND MUST BE READ WITH THE AFOREMENTIONED PROVISIONS OF THE GENERAL CONDITIONS OF CONTRACT (GCC) ISSUED BY THE NATIONAL TREASURY.**

**WHENEVER THERE IS A CONFLICT BETWEEN THE SCC AND THE GCC, THE PROVISIONS OF THE SCC SHALL PREVAIL.**

#### **1 Standards**

- 1.1 Failure to comply with the standards and Specification as set out in the tender document shall constitute a material breach of this Contract, in which case the Municipality reserves the right to cancel the Contract.

#### **2 Copyright**

- 2.1 Copyright of copyright works prepared for this Contract shall vest with the Purchaser.

#### **3 Guarantee /Performance Security – Clause 7 of the GCC**

- 3.1 The successful tenderer shall be required to furnish the Municipality with a Guarantee/Performance Security, a pro forma is attached hereto.
- 3.2 The Guarantee/Performance Security shall be submitted within 14 (fourteen) days of notification of the contract commencement.
- 3.3 The Guarantee Sum shall be equal to **R10 000 000** and shall be maintained throughout the duration of the Contract.

#### **4 Insurance – Clause 11 of the GCC**

- 4.1 Without limiting the obligations of the supplier in terms of this Contract, the supplier shall effect and maintain the following insurances:
  - a) Public liability insurances, in the name of the supplier, covering the supplier and the Municipality against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **R20 000 000**
  - b) Any goods or services supplied to the Municipality by the supplier in terms of this Contract shall be fully and adequately insured by the supplier against any loss or damage incidental to manufacture or acquisition, transportation, storage, delivery, installation and other activities related to the supply.
- 4.2 The supplier shall be obliged to furnish the Municipality with proof of such insurance as the Municipality may require from time to time for the duration of this Contract. Evidence that the insurances have been effected in terms of clause 7.4.

## **5 Payment – Clause 16 of the GCC**

- 5.1 A monthly payment cycle will be the norm. All invoices received for goods and services which are dated on or before the 20th of a particular month will typically be paid between the 23rd and 26th of the following month. The actual payment run dates will be dependent on the number of days in the month and the influence of public holidays.

## **6 Purchase Orders**

- 6.1 The Municipality will issue official purchase orders for the goods required under this Contract. No work should be undertaken without an official purchase order that is addressed to the successful tenderer. The relevant purchase order number must be reflected on every invoice. No payments will be processed without an official purchase order

## **7 Penalties – Clause 22 of the GCC**

- 7.1 Subject to Clause 25 of the GCC, if the Supplier fails to perform the works within the period(s) specified or fails to attain the serviceability requirements set out in the Specifications, the Supplier may, without prejudice to the Purchasers 'other remedies under the Contract, be subject to a claim for damages or a penalty, as set out in Section 16 of the Scope of Works.
- 7.2 The Purchaser shall be entitled to impose penalties on the Supplier by way of written notice delivered to the Supplier at any time but by no later than the 14th day of the month following the month within which the Purchaser became aware of such event ("Penalty Notice"), and any such penalties shall be payable by the Supplier:
- i. Against presentation of an invoice by the Purchaser in respect of same or
  - ii. As an amount to be deducted from the payment certificate and invoice presented to the Purchaser for any goods and services for which payment and is sufficient value to cover the cost of the penalties.
- 7.3 The Purchaser will use its reasonable endeavours to inform the Supplier, within 5 business days of the occurrence of any event which comes to the attention of the Purchaser and regarding which event the Purchaser may impose a penalty, so as to enable the Supplier to take corrective action regarding the relevant contravention. For the avoidance of doubt, the City's failure to inform the Supplier as aforesaid shall not in any way preclude the City from imposing a penalty.
- 7.4 Should the Supplier not dispute a penalty as contemplated above the Supplier shall be deemed to have accepted the penalty, and the penalty shall be owed by the Supplier to the Purchaser.
- 7.5 The Supplier hereby acknowledges and agrees that the Purchaser shall, notwithstanding the fact that the Supplier may dispute a penalty, have a claim against the Supplier in terms of any such penalty amount and may, in the event of the Supplier's failure to pay any amount due by it in terms of a penalty, deduct such penalty from the Performance Guarantee immediately.
- 7.6 The Supplier shall be entitled to dispute the imposition of a penalty ("Penalty Dispute") by giving written notice ("Dispute Notice") to the Purchaser within 5 Business Days of receipt by it of the Penalty Notice. Such Dispute Notice must be accompanied by a written submission, including the evidence upon which the Supplier wishes to rely in disputing a penalty ("Penalty Dispute Submission"), in sufficient detail to enable the Purchaser to reasonably assess the Penalty Dispute Submission.



- 7.7 Where a Dispute Notice together with a Penalty Dispute Submission has been served on the Purchaser as contemplated above, a Penalty Dispute shall be referred to mediation in accordance with the provisions set out in Clause 27 of the GCC and the provisions of the special conditions of contract set out below. (Refer to Section 7.10.) In considering such Penalty Dispute, the Mediator will have regard only to:
- i. the information presented by the Supplier in the Penalty Dispute Submission and
  - ii. documentary submissions from the Purchaser.
- 7.8 If the mediation is determined in favour of the Supplier, the Purchaser shall be obliged to restore the status quo ante without prejudice to either Party's rights under this Contract or in law.
- 7.9 Notwithstanding any other provision of this Contract:
- i. The Purchaser may, if provided with adequate evidence of extenuating circumstances by the Supplier, may reduce or waive any penalty;
  - ii. Should the Supplier voluntarily advise the Purchaser in writing of any transgression it may have committed in terms of the Service Levels and Penalties and the Supplier undertakes to remedy such transgression, the Purchaser may in its sole discretion elect to waive all or part of such penalties subject to the provisions of the Service Levels and Penalties; and the imposition of penalties shall not preclude the Purchaser from its other remedies provided for in terms of this Contract for non-fulfilment by the Supplier of its obligations.
  - iii. All penalty amounts will be increased annually, determined from the Commencement Date based on the change in Consumer Price Index for the 12 month period preceding such increase;

## **8 Death of Sole Proprietor/Member**

- 8.1 Upon the death of the supplier who was a Sole Proprietor, or a sole member of a Close Corporation, the contract will terminate forthwith. The Purchaser shall pay to the tenderer's estate any money which it considers due under the contract.

## **9 Settlement of Disputes – Clause 27 of the GCC**

- 9.1 Should the parties fail to resolve any dispute by way of mutual consultation as contemplated in clause 27.1 of the GCC, either party shall be entitled to refer the matter for mediation before an independent and impartial person appointed by the Municipal Manager in accordance with regulation 50(1) of the Local Government: Municipal Finance Management Act, Act 56 of 2003 – Municipal Supply Chain Management Regulations (Notice 868 of 2005). Such referral shall be done by way of notice to the other party in accordance with clause 27.2 of the GCC. The mediator's ruling shall become final and binding on the parties only to the extent that it is correctly recorded as being agreed by the parties in writing.
- 9.2 Save for reference to any portion of any settlement or decision which has been agreed to be final and binding on the parties, no reference shall be made by or on behalf of either party, in any subsequent court proceedings, to any outcome of an amicable settlement by mutual consultation, or to the fact that any particular evidence was given, or to any submission, statement or admission made in the course of amicable settlement by mutual consultation or mediation.
- 9.3 Should it not be possible to settle a dispute by means of mediation, it shall be settled in a South African court of law as contemplated in clause 27.3 of the GCC.

## **10 Limitation of Liability- Clause 28 of GCC**

- 10.1 Without detracting from, and in addition to, any of the other indemnities in this Contract, the supplier shall be solely liable for and hereby indemnifies and holds the Municipality harmless against all claims, charges, damages, costs, actions, liability, demands and/or proceedings and expense in connection with:
- a) personal injury or loss of life to any individual;
  - b) loss of or damage to the property of any individual;
- arising from, out of, or in connection with the provision by the supplier in terms of this Contract, save to the extent caused by the gross negligence or wilful misconduct of the Municipality.
- 10.2 The supplier and/or its employees, agents, concessionaires, suppliers, contractors or customers shall not have any claim of any nature against the Municipality for any loss, damage, injury or death which any of them may directly or indirectly suffer, whether or not such loss, damage, injury or death is caused through the negligence of the Municipality or its agents or employees.
- 10.3 Notwithstanding anything to the contrary contained in this Contract, under no circumstances whatsoever, including as a result of its negligent (including grossly negligent) acts or omissions or those of its servants, agents or contractors or other persons for whom in law it may be liable, shall any party or its servants (in whose favour this constitutes a stipulatio alteri) be liable for any indirect, extrinsic, special, penal, punitive, exemplary or consequential loss or damage of any kind whatsoever (whether the loss was actually foreseen or reasonably foreseeable) sustained by the other party, its directors and/or servants, including but not limited to any loss of profits, loss of operation time, corruption or loss of information and/or loss of contracts.

## **11 Applicable Law – Clause 30 of the GCC**

- 11.1 The supplier, by completing Schedule 10 : Occupational Health and Safety – Agreement in terms of Section 37(2), hereby indemnifies the Municipality in respect of the provisions of the Occupational Health and Safety Act, Act 85 of 1993 ('OHAS Act'), in accordance with the provisions of the OHAS Act.
- 11.2 The supplier shall ensure compliance with the provisions of the OHAS Act and all applicable regulations, by all employees of the supplier and other contractors on the site. The supplier shall provide a suitable health and safety plan appropriate for the contract tendered for.
- 11.3 The supplier shall comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements.
- 11.4 If the supplier is an Purchaser as defined in the Compensation for Occupational Injuries and Diseases Act, Act 130 of 1993 ('COIDA'), the supplier shall attach proof of registration/insurance in terms of COIDA. This may take the form of either a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the supplier's broker or the insurance company itself.

## **12 Notices – Clause 31 of the GCC**

- 12.1 The Municipality will inform a successful tenderer in writing of the award. No rights accrue to the successful tenderer until such time as the acceptance part (Section B) of the Form of Offer and Acceptance has been signed by the Municipality. The Municipality will provide a signed copy of the Form of Offer and Acceptance upon request by the supplier.

### **13 Value Added Tax – Clause 32 of the GCC**

- 13.1 Where a supplier, in the course of carrying on business, delivers taxable supplies exceeding R1 million, the supplier must be registered with the South African Revenue Service for value added tax (VAT) purposes. The supplier's attention is drawn to section 23 of the Value Added Tax Act, Act 89 of 1991. Failure to comply with Act 89 of 1991 shall constitute a material breach of the Contract.
- 13.2 It is a requirement of this Contract that the amount of VAT must be shown clearly on each invoice. The supplier's attention is drawn to section 40 of the Value Added Tax Act, Act 89 of 1991.
- 13.3 The VAT registration number of the Municipality of George is 4630193664.
- 13.4 Suppliers shall be registered and in good standing with the South African Revenue Service (SARS). In this regard, it is the responsibility of the supplier to submit documentary evidence in the form of an original valid Tax Clearance Certificate issued by SARS to the Municipality.

### **14 Scope of Works**

- 14.1 The Scope of Works requirements is included as a condition of contract.

### **15 Workshop Facilities within the town of George**

- 15.1 Prior to commencement of the contract, the Service Provider must have a facility suitable to execute the requirement of the tender within the town of George which is subject to inspection by the Purchaser.
- 15.2 The facility is required to be operational within 3 (three) weeks of the award of the contract.

**C3.2.1 Pro Forma for Performance Guarantee**

**PRO FORMA PERFORMANCE GUARANTEE**

The Performance Guarantee is to contain the wording of the pro-forma document hereafter.

**PERFORMANCE GUARANTEE**

**GUARANTOR DETAILS AND DEFINITIONS**

“Guarantor” means:

.....

Physical Address:

.....

“Purchaser” means:

.....

“Supplier” means:

.....

“Goods/Services” means:

.....

“Project Site” means:

.....

“Contract” means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

“Guaranteed Sum” means: The maximum aggregate amount of R10 000 000

Amount in words: Ten Million Rand

“Expiry Date” means:

.....

**PERFORMANCE GUARANTEE**

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor’s period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the Expiry date of the Contract or the date of payment in full of the Guaranteed Sum, whichever occurs first.
3. The Guarantor hereby acknowledges that:

- 3.1. any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
- 3.2. its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Purchaser the sum certified upon receipt of the documents identified in 4.1 to 4.2:
  - 4.1. A copy of a first written demand issued by the Purchaser to the Supplier stating that payment of a sum has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Purchaser intends to call upon the Guarantor to make payment in terms of 4.2;
  - 4.2. A first written demand issued by the Purchaser to the Guarantor at the Guarantor's physical address with a copy to the Supplier stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Purchaser the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Purchaser to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
  - 5.1. the Contract has been terminated due to the Supplier's default and that this Performance Guarantee is called up in terms of 5; or
  - 5.2. a provisional or final sequestration or liquidation court order has been granted against the Supplier and that the Performance Guarantee is called up in terms of 5; and
  - 5.3. the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
8. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Purchaser.
9. The Purchaser shall have the absolute right to arrange his affairs with the Supplier in any manner which the Purchaser may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

11. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, whereafter no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
12. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
13. Where the Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

.....

Date

.....

Guarantor's signatory (1)

.....

Capacity

.....

Guarantor's signatory (2)

.....

Capacity

.....

Witness signatory (1)

.....

Witness signatory (2)

.....

**GEORGE MUNICIPALITY**



**CONTRACT NO: PS032/2021**

**APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR THE SERVICE, MAINTENANCE AND REPAIR OF THE MUNICIPAL BUS FLEET FOR A PERIOD OF THREE (3) YEARS**

***C3.3 SCOPE OF WORKS***

For

**The servicing, maintenance and repair of the George Municipal bus fleet**

Where:

**“Maintenance”** means the replacement of consumable parts affected by wear and tear and includes preventative measures such as brake testing and brake pad/disk.drum replacement, a tyre life maximisation program through alignment checks, daily checks fluid level and leak checks, as well as any other work deemed necessary to ensure that the vehicle is fit for purpose as a municipal bus.

**“Service”** means any routine and or scheduled servicing either major or minor in terms of the OEM specifications for the vehicle.

**“Repair”** means work required to restore a vehicle to being fit for purpose as a municipal bus following an accident or incident of vandalism has caused damage deemed by the Municipality to render the vehicle unfit for purpose.

### **C3.3.1 Introduction**

The Municipality of George owns a fleet of buses for the provision of its municipal public transport service “Go George”. The vehicles are currently leased to the Vehicle Operating Company (VOC) that render the Municipal bus service, but serviced and maintained under contract to the Municipality.

This contract is for the routine servicing, maintenance and repair of the Municipal bus fleet, the schedule of which is provided in Annexure A. In summary, the fleet comprises a combination of standard low-entry buses and custom-built Mercedes Benz Sprinter minibuses.

### **C3.3.2 Brief outline of services required**

The Service Provider will provide all routine servicing, maintenance and repair work at its municipally approved premises within the City of George. The Service Provider, and its subcontractors, are required to ensure that all the requisite tools and diagnostic equipment to service, maintain and repair the buses are readily available at the designated premises.

The Service Provider will provide for fleet inspections and minor repair at the Go George Bus Depot, presently at York Street, George. Services commence just before 05h00 every morning of the week and on-site support must be present to ensure that any issues picked up during the morning peak-fleet deployment are promptly addressed. Similarly on-site support must be provided to accommodate urgent maintenance that may be required overnight as determined at the end of daily operations.

The Depot may be relocated during the contract period to another site within the George Municipal area, which relocation will be communicated by the Municipality to the Service Provider at least 6 (six) months prior to the commencement of such alternative arrangements.

### **C3.3.3 Key requirements**

The key requirements of this contract are the following, the objective being that buses are kept in service to the maximum extent possible:

- Routine servicing to OEM standards
  - A service program for all buses listed in Annexure A, with servicing intervals aligned to the original OEM requirements.
  - All parts and consumables required for all standard services are to be held in stock in quantities adequate for the fleet service requirements so that no service is delayed owing to parts unavailability.
  - The price for the servicing, with parts and consumables, forms part of the contract rates.
  - The Service Provider is to obtain the odometer readings from the VOC as part of the service planning process.
- General vehicle chassis and body maintenance for the Complete Bus
  - A complete vehicle maintenance program which covers all wear and tear on parts which includes all non-consumable and electrical components, the body, paint work and all other vehicle components, which includes corrosion and fatigue defects and allowance for work relating to major breakdown repairs, such as engine or gearbox failure, for the period of the contract.



- The price for the maintenance, with labour, parts and consumables other than those indicated below, form part of the contract rates
- General vehicle chassis and body maintenance for the vehicles will exclude the cost of supply of the below listed components which shall be for the account of the Contracting Authority when pre-approved, at its sole discretion, in writing by the GIPTN Management Unit following submission by the service provider of a detailed technical report which shall include photographs of problems, where appropriate, major component serial numbers; e.g. engine or gearbox numbers, and a full schedule of repair costs. The Municipality reserves the right to obtain an independent opinion to guide its approval or otherwise of exclusion claims. Excluded components are:
  - Complete engine (As defined by the supplier – when engine is removed for overhaul whilst a replacement is fitted in the bus.)
  - Turbo Charger
  - Complete Gearbox
  - Retarder / Intarder where appropriate (Big buses only)
  - Complete Differential
  - Electronic Control Unit
  - Destination board (Sprinter only)
  - Complete Wheelchair lift (Sprinter)
  - Complete passenger door ramp. Basic maintenance must be covered.
- Support Services
  - The Service Provider shall provide adequate on-site support at the Go George Depot, presently in York Street, George, to resolve any unscheduled maintenance issues, whether the work is undertaken at the depot or the vehicle is sent to the service provider workshop. On-site staff shall support in ensuring that vehicles are fit for the readiness line and also carry out on-site repairs relating to;

<b>On-Site Service and Maintenance Activities</b>	
Ready line checks	<ul style="list-style-type: none"> <li>● Provide guidance on any faults reported</li> </ul>
Fluid top up	<ul style="list-style-type: none"> <li>● Engine Oil</li> <li>● Coolant</li> <li>● Power Steering</li> </ul>
Bulbs	<ul style="list-style-type: none"> <li>● All</li> </ul>
Stored faults	<ul style="list-style-type: none"> <li>● Diagnosis of stored faults and report to workshop</li> </ul>
Battery	<ul style="list-style-type: none"> <li>● Jumpstart</li> <li>● Test battery</li> <li>● Battery replacement</li> <li>● Battery terminal replacement</li> </ul>
Engine	<ul style="list-style-type: none"> <li>● Belt tensioner adjustments</li> <li>● External belt replacements</li> <li>● Alternator assembly</li> <li>● Alternator pulley</li> </ul>

- To avoid penalties relating to vehicles being out of service due to service and/or maintenance requirements, the service provider shall note as follows:
- The Go George system is designed to operate with not more than 10% of the peak fleet, measured per class (10.5m+ buses / sprinter), as defined by the Municipality, being out of

service during operational peaks. Of this 10%, 7%, rounded up to the nearest integer, is allowance for service and maintenance, scheduled or unscheduled. In operational off-peaks additional vehicles may be withdrawn from the active fleet for service and maintenance purposes subject to no less than 10% of the active fleet number being available as standby vehicles. It is understood that the service provider has no direct control over the actual operation of the vehicles and thus over the unscheduled maintenance requirements. However, the service provider is generally in control of the times at which service and maintenance are conducted. Penalties will thus be imposed where the out of service ratio for service and maintenance exceeds the above limits and the service provider is not taking active action to restore the fleet to the desired level of availability at whatever time of day or week as may be required. To this end the service provider is expected to be prepared to conduct service and maintenance activities 24 hours a day 7 days a week when required.

- Spare parts
  - Appropriate spare parts, including but not limited to the parts schedule provided in Annexure D: Minimum Spare Parts Stock Items as amended from time to time based on a parts requirement history agreed with the Municipality, are to be held in stock in quantities adequate for the fleet service and maintenance requirements. Pre-agreed availability timeframes will apply to different categories of part. Complete sub-systems need not be held in stock, but arrangements must be in place with the OEM for the prompt acquisition of such elements as a replacement engine or gearbox.
- Accident or other damage repairs to ensure that the vehicles meet prescribed standards.
  - The Service Provider will be required to quote on accident damage and undertake the necessary repairs, for the period of the contract, subject to written approval from the Municipality which reserves the right to seek comparative quotes for such repair work and select the most favourable supplier.
- Skills transfer
  - First preference for new staff appointments made arising from this contract should be given to the Affected Persons Register of the local transport industry and then George residents in general so as to provide for the development of local skills in the servicing, maintenance and repair of buses. A list of individuals may be obtained from the Municipal offices for individuals on the CPW and EPWP lists. Contact details for the Municipality office responsible is CPW – Petrus Moller 078 965 9112 and for EPWP – Gavin Esau 044 801 2010.
  - The Service Provider, or its sub-contractor(s) will employ 10(ten) apprentices, provided by the Municipality of George, from the Affected Persons Register of the local transport industry, in consultation with the Municipality of George, within 6(six) months of its appointment to receive training in any of the following fields:
    - Mechanical repair;
    - Auto-electrical work;
    - Body building and spray painting;
  - Should it become unreasonable, impractical or impossible (for whatever reason) to employ the apprentices from the Affected Persons Register then the Municipality of George

reserves the right to recruit such apprentices from within the broader community of George following a consultative process with the relevant stakeholders.

- Should the Apprentices not complete their apprenticeship within the contract period for this tender then these Apprentices may be transferred by the Service Provider or its sub-contractor(s) to the new service provider(s) or any other such company where the Apprentices can complete their apprenticeships, in the event that the Service provider or its sub-contractor(s) is unable or unwilling to have the Apprentices complete their apprenticeships with them. It is specifically noted that there is no obligation on the Service Provider or its sub-contractor(s), post the contract period of the tender, to keep the Apprentices in their employ.
- The responsibility for the payment of stipends in lieu of the Apprentices that will be appointed will be borne by the Service Provider and should be considered and provided for in the financial proposal by the Service Provider. Such provision will have to be specified in the financial proposal and will only become due upon successful employment of the Apprentices and will be invoiced as a separate line item in the Service Provider’s invoice, if applicable.

The Service Provider shall be required to:

- Provide that all parts for the buses must be OEM approved.
- Enter into third-party agreements (memorandum of agreement), with relevant third-party service providers in respect of the fitment, servicing, maintenance, repair and removal of any equipment installed on the Municipal buses. The Municipality as Contracting Party will be party to such agreements.
- Enter into a memorandum of agreement with the Vehicle Operating Company (VOC) in respect of depot site access, servicing and maintenance arrangements and information sharing. The Municipality as Contracting Party and the Western Cape Department of Transport and Public Works as owner of the current depot will also be party to such agreement.

#### **C3.3.4 Fleet Information**

The number of vehicles to be maintained under this tender by the Service Provider, may change during the course of the contract. The contract is expected to commence with the fleet as indicated in Table 7. There is an expectation that the Sprinters will be retired from service during the course of this service, maintenance and repair contract, as allowed in the Contract Rates.

**TABLE 7: SCHEDULE OF TRANSFER OF BUSES TO THIS CONTRACT.**

<b>Type</b>	<b>Total</b>
Standard (12.5m)	36
“Midi” Standard (10.5m)	33
“Mini” Sprinter	35
	<b>104</b>

It is noted that the ownership of the Sprinters may be transferred to the Vehicle Operating Company during this service maintenance and repair contract. These vehicles may thus be either:

- Transferred by the VOC to another service provider, or
- Replaced in this contract with alternative vehicles by the municipality, or;
- The VOC may enter into a new agreement with the appointed service provider for the provision of maintenance services in respect of these vehicles on the same terms and conditions as contained in this contract for the remainder of the contract period.

Should the Sprinter Fleet not be transferred to the VOC, for whatever reason, then it is specifically noted that, due to the age and useful life of these vehicles, the Municipality may choose to phase out these vehicles from use during the course of this contract.

It is a specific condition of the contract that only vehicles from the fleet register listed in Annexure A, in permanent operation in the George Integrated Public Transport Network, will attract payment liability for maintenance from the Service Provider.

In the event that any vehicle is permanently withdrawn from service in the George Integrated Public Transport Network by the Municipality or transferred to the VOC as contemplated above, there will be no payment liability on the Municipality of George, from the date of the event, for maintenance services as contemplated in this contract. Events may include, but are not limited to:

- Transfer of vehicle to VOC.
- Permanent loss of a vehicle due to theft, accident damage or mechanical failure.
- Withdrawal of vehicle from service for financial or practical reasons such as cost of maintenance and/or repairs and the age and useful life of the vehicle.

#### C3.3.4.1 Vehicles included in Contract

The fleet to which this contract applies which detail is set out in Annexure A (List of Municipal buses) and Annexure B (Vehicle specifications). This schedule may be updated and replaced from time to time based on the needs of the Municipality.

#### C3.3.4.2 Service and maintenance record for all vehicles included in the contract

The service and maintenance records for all vehicles included in the Contract at the time of contract tendering will be provided on request in electronic format. This schedule will be updated to reflect work done to the date of hand over to the Service Provider who shall be responsible for maintaining the records while the buses are in its care. The format of the maintenance records required by the Municipality for long-term vehicle history will be agreed with the successful tenderer to ensure compatibility between existing recording and reporting systems.

### **C3.3.5 OEM servicing**

#### C3.3.5.1 Standard OEM Service Requirements

The vehicles are to be serviced regularly and in accordance with the OEM specifications, as provided in Annexure C (OEM Service Intervals).

#### C3.3.5.2 Additional Requirements

The Municipality requires that certain additional work be undertaken as a matter of course at every service, as follows:

#### C3.3.5.3 Brake inspection and testing

The brakes are to be inspected and tested for function and uniformity at every service as part of the standard service procedure. A written brake inspection and performance report is to be included in the vehicle service report.

#### C3.3.5.4 Maintenance inspection

Notwithstanding any similar responsibilities held by other parties, the Service Provider shall be responsible for the identification of and reporting on, to the Municipality, the need for maintenance and repair activities identified while undertaking routine vehicle inspections or servicing or when such need is brought to the Service Provider's attention by any other party.

### **C3.3.6 Fleet Maintenance**

The Service Provider shall maintain a comprehensive Fleet Maintenance Program (FMP) for all the vehicles listed in Annexure A (List of Municipal Buses)

The FMP must be reviewed and approved by the Municipality on a quarterly basis to facilitate maximised fleet life. The Service Provider must use fleet management software that will assist in the bus fleet management. Access to the software must be provided to the Municipality.

Whilst not limited to, the FMP should make explicit allowance for:

- i. All workshop and road tests specified by the OEM for the purpose of servicing, inspection, diagnosis, repair and calibration of the vehicle, in force on the commencement date of this contract and during the contract period;
- ii. Washing of vehicle, including washing of chassis, front and rear axle at the time of carrying out routine service and maintenance work. (It is to be noted that the correct washing procedures and soaps are to be used to prevent damage to the paintwork of the vehicles.);
- iii. Reporting on any visual defects that are excluded from any servicing or maintenance work under this agreement as soon as possible after detection thereof, on bodywork and/or tyres notwithstanding the fact that any work thereon is not or will not be the specific responsibility of the Service Provider;
- iv. Provision of a Maintenance and Repair Records Database and its population with all service maintenance records eg. job cards, tests etc.

Notwithstanding that reflected in the FMP, maintenance and repairs as a result of wear and tear in the normal use of the vehicle shall cover the Complete Bus, subject to the exclusion list below:

- i. Purchase, fitment and balancing of tyres and associated wheel alignment activities, which are the responsibility of others;

- ii. Accident and vandalism damage repair, which includes damage to glass (provided this is not due to a manufacturing or fitment problem), which are covered separately in this contract;
- iii. The repair or maintenance of third-party equipment as indicated in **Annexure E: Third party equipment on buses**

### **C3.3.7 Notices pertaining to Maintenance Activities**

Where maintenance work can be pre-programmed, the Service Provider shall provide advice to the Municipality and/or the VOC of the intended repair, its urgency, a proposed time for the vehicle to be presented at the Service Provider's workshop, and the expected time at which the vehicle will be made available for collection.

The protocols and reporting structure required to manage this process shall be reviewed and agreed between the Service Provider, the VOC and the Municipality, and shall be reflected in a Memorandum of Agreement between the parties.

The same protocols shall apply where the Municipality may request the Service Provider to undertake any additional work on a vehicle or vehicles subject to the requirement that the instruction to undertake work is issued in writing and is in accordance with the Conditions of Contract and the Municipality's SCM policy.

### **C3.3.8 Breakdowns and Accident Repairs**

In the event of breakdowns or vehicle accidents, the Service Provider shall provide for attendance at any breakdown, or accident event and evaluate the status of the bus to determine the immediate actions required to minimise further damage to the vehicle.

The Service Provider is to inform the VOC and the Municipality as to whether the vehicle can be moved under its own power or must be towed. In the event that the bus must be removed from service but can be driven, the Service Provider shall indicate to which of its premises the vehicle shall be taken. In the event that the vehicle requires towing, the Service Provider shall arrange for towing of the vehicle to the appropriate workshop for repairs.

The actual repairs required are to be detailed in writing, with a cost estimate, to the Municipality who will provide written instruction in respect of its decision on further action to be taken. In the event of a breakdown due to a puncture or accident event, the towing and repair costs are not included in the maintenance plan and will be priced separately with the cost being borne by the relevant responsible party.

### **C3.3.9 Parts availability**

The Service Provider will be required to ensure that all the parts and consumables required for all standard vehicle services are retained in stock on the Service Provider's premises in George in adequate quantities to ensure that the specified service turnaround times, as set out in the Contract Pricing Schedules, can be achieved. In addition to the parts and consumables required for standard services, the Service Provider is also to hold adequate stock of parts and consumables likely to be required for routine maintenance and common accident damage.

A schedule of the parts that shall be held as a minimum are listed in **Annexure D: Minimum Spare Parts Stock Items**. The Service Provider is encouraged to develop a history of parts usage and ensure adequate stock of any part regularly required.

Noting the requirement to work towards an out-of-service ratio of 7% of peak fleet for service and maintenance and allowing for the standard service timelines, the Service Provider must ensure that the timelines stipulated below for parts availability are provided for.

- i. All spare parts, and consumables used in standard services and regular maintenance shall be available in George. Less commonly required maintenance items should be available in George within 24 (twenty-four) hours from the placement of an order (excluding weekends) allowing that order will be placed during normal working hours (08h00 to 17h00 Mondays to Fridays).
- ii. Where spare parts are not available due to excessive or unusual demand, the required parts shall be made available within 10 (ten) Business Days after the placement of an order unless a longer delivery period is agreed to, in writing, by the Municipality.
  - a. The Service Provider shall be required to provide evidence proving that this excessive or unusual demand for a part(s) is in excess of normal demand on stock levels and that the Service Provider had, prior to the Municipality's need, initiated the replenishment of the spare parts inventory, else penalties will apply as described in Section 15 of the Scope of Works C3.3.18

### **C3.3.10 Personnel**

#### **C3.3.10.1 Key Personnel**

The Service Provider will be required to have the following key personnel based in George for the full duration of this contract:

- i. Workshop Manager

A suitably qualified person with a relevant national tertiary qualification, preferably in Transport Management/Transport Economics, who has at least 8 – 10 years proven track record in fleet and maintenance management and managing and controlling workshop activities in a heavy automotive environment.
- ii. Senior Diesel Technician

A qualified diesel mechanic with at least 5 years post trade qualification experience in maintaining and repairing a fleet of at least 50 heavy automotive vehicles.

Must be in possession of at a valid EC1 or higher code Driver's licence suitable to permit driving the buses included in this contract.
- iii. Senior Auto Electrician

A qualified Auto Electrician with at least 5 years post trade qualification experience in maintaining and repairing a large fleet of at least 50 heavy automotive vehicles.

A valid code B driver's licence is required, and a knowledge of modern automotive electronic vehicle diagnosing is required.
- iv. Fleet Manager

A fleet management industry professional with a relevant tertiary qualification including financial management and proven track record of at least 8- 10 years in financial management in a fleet environment including experience in determining payment rates and terms /conditions.

v. On-site Support Technicians

At least two suitably qualified and experienced technicians with appropriate experience for diagnosing and rectifying minor vehicle problems at the bus depot in George. These personnel will be required to work unusual hours as a matter of course.

C3.3.10.2 Other staff

The Service Provider must in addition to aforementioned key personnel ensure that adequate support staff are available to perform all the required work.

Where work is required on Automatic Gearboxes, only accredited Voith agents or tenderers who can procure the services of an accredited agent will be considered. A compliance certificate indicating accreditation is required.

Where work is required for panel beating and spray painting the workshop must RMI accredited.

For spray painters and panel beaters the minimum requirement is 5 years post trade test certification. Other staff could include but is not limited to the following:

- i. Qualified mechanics
- ii. Mechanics assistants
- iii. Qualified auto-electricians
- iv. General driver
- v. Cleaners
- vi. Panel beater and assistant
- vii. Spray painters and assistants
- viii. Administrative support
- ix. Spares management

**C3.3.11 Contract Specification.**

This section sets out the minimum requirements of this contract, noting that the specialist service provider is expected to undertake any additional actions deemed necessary in order to maximise the availability of the buses for active service and their longevity. The buses have been specified for a 12-year, 1-million-kilometre life span without a rebuild.

C3.3.11.1 Standard Service requirements

The standard OEM service requirements are included as Annexure C and are to be met as a minimum. The Service Provider may recommend additional servicing based on experience with the fleet.

C3.3.11.2 General Maintenance

All vehicles are to be maintained in a condition that reflects the standard required by the Municipality, is safe for passengers, drivers and other road users and that facilitates the expected life of the bus. This maintenance is to cover both minor and or routine maintenance activities and major breakdown maintenance and repairs as indicated hereunder. Maintenance does however exclude accident and vandalism damage repairs.



Basic maintenance includes, but is not limited to, ensuring that:

- i. The vehicles are roadworthy;
- ii. The passenger doors and ramps are fully functional and that the seals are not broken;
- iii. Driver seat buzzer and all stop buttons to be functional
- iv. All equipment access doors are properly locking and have no loose fittings;
- v. Vehicles have no broken windows, mirrors, lamp covers or other glass;
- vi. All cabin lights and ventilators are fully functional;
- vii. All safety equipment is in place and within its service period;
- viii. There are no torn or loose seats;
- ix. There are no loose hand rails or frayed hand grabs;
- x. There is no loose trim or flooring;
- xi. Brakes are fully functional and have sufficient life to last until the next scheduled service or maintenance intervention.
- xii. There are no worn or perished parts that the reasonable person may expect to fail prior to the next scheduled service or routine maintenance intervention.

#### C3.3.11.3 Excessive Wear

Should the Service Provider believe that there is excessive wear of a part on one or more vehicles in the fleet, then as a basis, parts must demonstrate wear and thus a life shorter than the mean by 1.95 standard deviations of the part's expected life to be deemed to be showing Excessive Wear. The expected life and standard deviation of part life shall be as measured in terms of both the Go George Fleet and, where possible, similar fleets elsewhere in South Africa, such as the Gautrain Bus fleet which uses almost identical vehicles. Where a bus is deemed to be showing excessive wear of parts, the Service Provider is to provide a written report to the Municipality setting out:

- i. The sample size from which the determination of expected life was made
- ii. The expected life
- iii. The standard deviation on the expected life experience
- iv. The actual life of the part in question
- v. A statement of the perceived reason for the wear
- vi. A recommendation of the proposed remedial action
- vii. A quotation for the replacement parts. Labour costs are to be covered in terms of general vehicle maintenance except in exceptional circumstances that will have to be agreed with the Municipality with whom sole discretion for the final decision shall rest.

Subject to the Municipality concurring that the excessive wear is not owing to poor servicing or maintenance practices on the part of the Service Provider, the Municipality will issue a written instruction with respect to the remedial action to be taken.

Note: The Municipality reserves the right to call on a third party to examine and report on the possibility of excessive wear being due to poor service or maintenance practices. Such right shall only be invoked after consultation with the Service Provider.

#### C3.3.11.4 Minor accidents and vandalism

Where there is damage to a bus arising from incidents that are not considered normal wear and tear, including vandalised seats, glass and emergency equipment and theft of equipment (but excluding excessive wear as defined in C3.3.11.3 above), the Service Provider shall, as part of the basic maintenance contract, provide a written report on the issue and a quote for repair.

The Municipality will issue a written instruction with respect to the remedial action to be taken.

#### C3.3.11.5 Certificate of Fitness (CoF)

Where a vehicle is due for a certificate of fitness inspection, the Service Provider is to inspect the bus prior to presentation for the CoF inspection and implement any repairs required to ensure that vehicles meet the required standards.

This responsibility shall include issuing a written report on defective tyres, the replacement of which is the responsibility of the VOC.

#### C3.3.11.6 Major Breakdown Repairs

Major breakdowns requiring full engine, gearbox or similar sub-system replacement or overhaul and repair of the original unit are possibilities that cannot reasonably be foreseen.

The Service Provider is not expected to hold stock of such sub-systems but must have a written demonstration of intent from the relevant OEM for the prompt supply of the necessary sub systems. The Service Provider is to provide in the per-kilometre maintenance rates for the labour cost of such events based on the provided service and maintenance history of the vehicles. The cost of major components included under this item, as set out in Section 3.1.1, will be covered outside of the SMR contract rates.

#### C3.3.11.7 Accident Repairs

The Service Provider is required to be able to provide, directly or through its own sub-contractors, all the required accident repair services in order to minimise third party involvement in work on the vehicles other than at the discretion of the Municipality. These would include panel beating, spray painting as well as all chassis repairs that may be required.

Repairs will be based on written quotations and subject to approval from the Municipality's vehicle insurance assessor and a written instruction to proceed with repairs from the Municipality.

#### C3.3.11.8 Spray painting of vehicles

The paint specifications for the vehicles is included in Annexure F: Paint Specifications. Any respray or paint repair done by the Service Provider is subject to inspection by the Municipality, to ensure its matches the original.

### **C3.3.12 Due Diligence Inspection Reports**

#### C3.3.12.1 Pre-acceptance inspection

Prior to accepting any vehicle for inclusion in the service, maintenance and repair contract, the Service Provider will undertake a due diligence inspection in conjunction with the previous Service Provider and the Municipality.

A hand over certificate specifying any defects or other specific concerns shall be signed for each vehicle by all parties, which record shall be kept by the Municipality.

Any item that was identified on the previous Service Provider's contract conclusion due diligence inspection and subsequent close out report will remain the responsibility of the previous Service Provider until the item is resolved. Where work under the previous Service Provider is under warranty, the new Service Provider will not be liable for any repairs until the warranty period has concluded.

Where there is disagreement on responsibility for repair of an observed problem, the Municipality shall be the final arbiter on the matter.

#### C3.3.12.2 Contract Conclusion

The Service Provider will undertake a due diligence inspection with the Municipality and the VOC at least 3 (three) months prior, or as soon as practically possible, to the conclusion to their contract and shall rectify all defects identified prior to conclusion which will be documented in a close out report.

A due diligence hand over inspection will take place with the new Service Provider and the Municipality for final handover of all vehicles.

#### **C3.3.13 Memorandum of Agreement with the VOC and the Municipality**

The Service Provider shall, within 2 (two) months of the commencement of the contract, develop and agree with the VOC and the Municipality and the Western Cape Department of Transport and Public Works, a Memorandum of Agreement (MOA) which records the arrangements between the Service Provider and the VOC in respect of Depot access, communication of service and maintenance requirements, vehicle collection and return arrangement and timeframes and such other detail as the Service Provider and VOC may deem necessary.

#### **C3.3.14 Memorandum of Agreement with the third-party suppliers**

The Service Provider shall within 2(two) months of the commencement of the contract, develop and agree with the relevant third-party service providers, the Municipality and Western Cape Department of Transport and Public Works, a Memorandum of Agreement (MOA) which records the arrangements in respect of the fitment, servicing, maintenance, repair and removal of any equipment installed on the Municipal buses.

#### **C3.3.15 Reporting**

##### C3.3.15.1 Performance Reporting

The Service Provider shall be responsible for monitoring the state of the vehicles included in the contract and shall report on their condition to the Municipality on a weekly and monthly basis. Written monthly reports shall be submitted on or before the 7th day of the month following that for which the report is applicable.

The written reports should include any recommendations for improvements that reduce the overall operational costs and shall show maintenance requirement and serviceability trends over consecutive quarterly periods of the contract.

The written weekly report shall detail inter alia maintenance activities, the outcomes of any inspections, accident damage and any repair work undertaken and typically comprise at least the following:

- i. Services, maintenance and repairs
  - a. Services and maintenance completed each day
  - b. Services and maintenance not completed and reason
  - c. Services and maintenance planned for next week and or month
  - d. Cost of each planned service (parts and labour)
  - e. Results of any special inspections and tests, highlighting issues pertaining to CoF compliance
  - f. List of product defects
- ii. The reports shall also record the odometer readings for each vehicle on receipt of the vehicle by the service provider and on return of the vehicle to the VOC.
- iii. A summary of the reports shall be presented to the Municipality at the monthly progress meeting.
- iv. The Municipality may at its discretion request additional ad-hoc reports or additional detail in the standard reporting

#### C3.3.15.2 Vehicle Documentation

The Vehicle Licence papers are to be checked at every service. The responsibility for the licensing and other vehicle documentation rests with the Vehicle Operating Company, but the Service Provider is to inspect and report on the documentation to ensure that the on-vehicle papers match the vehicles being serviced and maintained.

#### C3.3.15.3 Certificate of Fitness (CoF)

As indicated in C3.3.11.5 above, upon completion of an inspection prior to a CoF presentation, the Service Provider must submit a written report to the Municipality and VOC, including a written report on defective tyres, the replacement of which is the responsibility of the VOC.

#### C3.3.15.4 Maintenance arising from incidents not attributable to normal wear and tear

Where there is damage to a bus arising from incidents that are not considered normal wear and tear, including vandalised seats, glass and emergency equipment and theft of equipment, or major breakdown of any bus sub-system, the Service Provider shall, as part of the basic maintenance contract, provide a written report on the issue and a detailed costing for repair, whether or not that cost is included under the Service, Maintenance and Repair contract or not. (This is required as part of maintaining a reasonable life cycle and cost allocation history for each vehicle.)

### **C3.3.16 Payment Process**

Invoices, in an approved format, reflecting the Correct Contract Rates, see Annexure G, escalation indices, see Section C3.3.175, and with complete supporting documentation, are to be submitted on a monthly basis on or before the 2nd Wednesday of every month.

The invoice format must be such as to set out clearly the relative cost categories; i.e. servicing, maintenance or repairs, the un-escalated costs in accordance with the agreed rates and the escalated amount based on the currently available escalation indices.

Adjustments to escalation for a preceding month shall be indicated in the appropriate cost category but as a separate item.

Payment will be made in arrears on a monthly basis, any penalties that have been imposed under this agreement being deducted by the Municipality from the respective invoice.

Payment will be made within 30 days of receipt of an invoice that is deemed to be in order by the Municipality.

**C3.3.17 Escalation**

Contract Rates will be escalated as per the agreed escalation formula:

$$F = a * CPI_m / CPI_b + b * PPI_m / PPI_b + c$$

Where:

**F** = Price Escalation Factor

**CPI<sub>m</sub>** = Published Consumer Price Index for month of invoice

**CPI<sub>b</sub>** = Published Consumer Price Index applicable at submission of contract tender and stated in schedule of rates

**PPI<sub>m</sub>** = Published Producer Price Index for month of invoice

**PPI<sub>b</sub>** = Published Producer Price Index applicable at submission of contract tender and stated in schedule of rates

**a** = Proportion of value considered to be affected by CPI as set out in schedule of rates

**b** = Proportion of value considered to be affected by PPI as set out in schedule of rates

**c** = Proportion of value considered to be unaffected by escalation.

**a + b + c = 1** and;

Where the indices **CPI<sub>m</sub>** and **PPI<sub>m</sub>** are not available at the time of invoicing, the previous month's values will be used, and a correction adjustment will be implemented in the first invoice following publication of the appropriate indices.

The base values for determining escalation shall be as set out below:

**TABLE 8: ESCALATION INDICES AND CONTRIBUTION FACTORS.**

Item	Value	Reference Month and Year
CPI <sub>b</sub>		
PPI <sub>b</sub>		
a		
b		
c		

**See Form 4 of Contract Rates.**

### **C3.3.18 Penalties**

This section is to be read in conjunction with Section C3.2 of the Special Conditions of Contract.

Penalties will be imposed by the Municipality for failure to comply with agreed timelines for service and maintenance work and for failure to meet other Contract Obligations. Written notice of any proposed penalty will be given to the Service Provider who shall lodge any dispute of the penalty with the Municipality, in writing, within 10 (ten) working days, failing which the penalty amount will automatically be deducted from the next payment to the Service Provider. All values listed below are inclusive of VAT.

Where a dispute is lodged, the penalty payment will be held over for a maximum of one month pending resolution. Failing resolution, the Municipality shall at its discretion withhold the penalty amount from the next payment until a resolution of the dispute is reached. Where the dispute is settled in favour of the Service Provider, the Municipality will reimburse the amount as originally withheld.

Penalties will be determined on a daily basis to a maximum of 10 (ten) Calendar Days. Thereafter, the Municipality in its discretion reserves its rights under the Agreement to take any further steps in this regard.

#### **C3.3.18.1 Resource Availability**

The Service Provider is expected to have manpower, facilities and spare parts available for the service, maintenance and repair of the vehicles identified in this contract. Failure to facilitate specified service or basic maintenance or identified repairs within the agreed timeframes for any reason other than Force Majeure shall attract penalties that may be implemented by the Municipality in its sole discretion as follows:

- i. Where defined work is required that does not impact on the serviceability of the vehicle and the vehicle may continue without damage to the vehicle and without affecting the safety or convenience of fare paying passengers
  - a. Maximum time to completion of task: 5 (five) Business Days
  - b. Penalty for late delivery: R500.00 per Business Day
- ii. Where the serviceability of the vehicle is impacted and failure to complete the necessary work results in a vehicle being out of service such that the overall fleet serviceability set out in Section C3.3.18.2 is not achieved:
  - a. Maximum time to completion of task: 24 (twenty-four) hours after agreed vehicle return time
  - b. Penalty for late delivery: R3,500.00 per day or part thereof per part
- iii. Where a spare part is unavailable at a scheduled maintenance, service or during a routine maintenance repair and the vehicle is either held out of service or returned to service (if possible) and is later recalled from operational service for the fitment of the spare part, a penalty shall apply for the period the vehicle is out of service for part fitment beyond the original allotted time:
  - a. Penalty: R5,000.00 per Calendar Day or pro-rata part thereof for the time that the vehicle is out of service beyond the originally scheduled time

- iv. Failure to provide on-site technical support at the Go George Bus Depot
- a. R100 per hour where there is no loss of bus system service but there is no on-site support for part of the day
  - b. R500 per hour where there is any loss of bus system service owing to buses being out of service.
  - c. R2,500 per day where no on-site support is provided and there is no loss of bus system service. Penalty iv) a) falls away under this condition.
  - d. R5,000 per day where no-on site support is provided and there is any loss of bus system service owing to buses being out of service.

In the above cases, the penalty applies whether or not the on-site support personnel could reasonably have restored any bus to service.

#### C3.3.18.2 Fleet Serviceability requirements and Penalties

The Go George system is designed to operate with not more than 10% of the peak fleet, measured per class (10.5m+ buses / sprinter), as defined by the Municipality, being out of service during operational peaks. Of this 10%, 7%, rounded up to the nearest integer, is allowance for service and maintenance, scheduled or unscheduled. In operational off-peaks additional vehicles may be withdrawn from the active fleet for service and maintenance purposes subject to no less than 10% of the active fleet number being available as standby vehicles. It is understood that the service provider has no direct control over the actual operation of the vehicles and thus over the unscheduled maintenance requirements. However, the service provider is generally in control of the times at which service and maintenance are conducted. Penalties will thus be imposed where the out of service ratio for service and maintenance exceeds the above limits and the service provider is not taking active action to restore the fleet to the desired level of availability at whatever time of day or week as may be required. To this end the service provider is expected to be prepared to conduct service and maintenance activities 24 hours a day 7 days a week when required.

The Service Provider warrants that it shall service and maintain the Municipal buses insofar that a minimum fleet availability will be targeted as part of the routine servicing, maintenance and repair works plan, failing which the Service Provider may be penalized for such deviation from the minimum serviceability requirements.

- The minimum serviceability requirements will not include vehicles that are not serviceable due to accident or attributable to the Service Provider's servicing maintenance and other obligations as set out in this contract.
- For purposes of the intended penalty, the Service Provider and Municipality agree that in such instances these vehicles shall not be considered unserviceable in terms of this contract, and the serviceability requirements and the minimum serviceability requirements shall not be applicable as set out in this clause.
- Should the minimum serviceability requirements not be adhered to, the Parties agree that the Service Provider shall be liable for a penalty of R2,000.00 (two thousand Rand) per vehicle per day (or part thereof) to a maximum of 10 (ten) Calendar Days per incident/vehicle for every vehicle that is not available to meet the minimum fleet serviceability requirements. This penalty is in addition to the penalties that may be imposed under 16.1.

C3.3.18.3 Failure to provide specified service and maintenance reports

The Service Provider must provide any reports relating to this agreement timeously, as provided for in the agreement, failing which penalties will be imposed on the Service Provider in the amount of R2,500.00 (two thousand five hundred Rand) per incident.

C3.3.18.4 Incident Response Times

As per Section 6 of the Scope of Work, the service provider is to provide site support at any bus breakdown or accident within the timeframes below or as otherwise agreed in writing:

Days	Times	George Urban Area	George Surrounds
Mon - Fri	05h00 to 19h00	30 minutes	45 Minutes
Mon - Fri	Outside above	45 minutes	60 minutes
Sat	05h00 to 15h00	30 minutes	45 minutes
Sat - Sun	All hours not above	45 minutes	60 Minutes

*Allowance will be made in amendments to the above for any extensions to GIPTN coverage.*

Failure to respond within the designated times will attract a penalty of R1,000 per 30 minutes or part thereof beyond the designated time.



***C3.4 FORM OF OFFER AND ACCEPTANCE***

**(Refer to Envelope 2 submission document)**

## **C4 ANNEXURES**

Annexure A	List of Municipal buses
Annexure B	Vehicle specifications
Annexure C	OEM service intervals
Annexure D	Minimum Spare Parts Stock Items
Annexure E	Third-party equipment on buses
Annexure F	Paint Specifications
Annexure G	Contract Rates
Annexure H	Maintenance Exclusions

### Annexure A: List of Municipal buses

The following schedule reflects the buses included in this contract as at the date of signature below:

Vehicle Type	Fleet No - for GIPTN records	VMS #	Chassis	Engine	License Number	Body
Std - 12m	100	2722321	9BM382189BB839893	926996U0985283	CAW 74779	6002
Std - 12m	101	2722316	9BM382189BB839880	926996U0984097	CAW 92070	6007
Std - 12m	102	2722312	9BM382189BB839889	926996U0984094	CAW 41466	6004
Std - 12m	103	2722339	9BM382189CB853803	926996U0997352	CAW 69246	6027
Std - 12m	104	2722340	9BM382189CB853800	926996U0997346	CAW 53274	6028
Std - 12m	105	2722326	9BM382189BB840006	926996U0984418	CAW 67342	6016
Std - 12m	106	2722319	9BM382189BB839897	926996U0984105	CAW 92068	6010
Std - 12m	107	2722327	9BM382189BB840005	926996U0985282	CAW 72786	6017
Std - 12m	108	2722323	9BM382189BB839882	926996U0985054	CAW 92071	6013
Std - 12m	109	2722320	9BM382189BB839891	926996U0984422	CAW 51435	6011
Std - 12m	110	2722313	9BM382189BB839888	926996U0984096	CAW 29472	6003
Std - 12m	112	2722314	9BM382189BB839886	926996U0984110	CAW 36125	6006
Std - 12m	113	2722322	9BM382189BB839895	926996U0984436	CAW 19107	6012
Std - 12m	114	2970496	9bm382189eb971652	926996v1119749	CAW 92714	6042
Std - 12m	115	2722308	9BM382189BB819941	926996U0970350	CAW 45622	6032
Std - 12m	116	2722332	9BM382189CB853097	926996U0997014	CAW 41544	6022
Std - 12m	117	2722325	9BM382189BB840007	926996U0984108	CAW 44169	6014
Std - 12m	118	2722309	9BM382189BB820375	926996u0970349	CAW 38482	6033
Std - 12m	119	2722328	9BM382189BB840009	926996U0985285	CAW 43011	6018
Std - 12m	121	2722330	9BM382189CB853101	926996U0996860	CAW 83701	6020
Std - 12m	122	2722333	9BM382189CB853343	926996U0997023	CAW 73935	6023
Std - 12m	123	2722310	9BM382189BB820369	926996U0970351	CAW 71293	6034
Std - 12m	124	2970490	9BM382189EB970360	926996U1118742	CAW 92328	6041
Std - 12m	125	2970487	9BM382189EB970357	926996U1118735	CAW 92331	6039
Std - 12m	127	2722331	9BM382189CB853094	926996U0996867	CAW 86110	6021
Std - 12m	128	2970491	9BM382189EB970356	926996U1118678	CAW 92332	6044
Std - 12m	129	2970489	9BM382189EB970359	926996U1118749	CAW 92329	6043
Std - 12m	130	2970488	9BM382189EB970358	926996U1118680	CAW 92330	6040
Std - 12m	131	2722317	9BM382189BB839885	926996U0984100	CAW 65148	6008
Std - 12m	132	2722334	9BM382189CB853340	926996U0997017	CAW 83223	6030
Std - 12m	133	2722307	9BM382189BB819949	926996U0967032	CAW 83557	6031
Std - 12m	134	2722315	9BM382189BB839883	926996U0984104	CAW 82826	6005
Std - 12m	135	2722329	9BM382189BB840004	926996U0985286	CAW 78115	6019
Std - 12m	136	2970499	9bm382189eb971653	926996u1119830	CAW 92545	6045
Std - 12m	137	2970497	9bm382189eb971654	926996u1119839	CAW 92459	6046
Std - 12m	138	2970498	9bm382189eb971655	926996U1119820	CAW 92544	6047

Vehicle Type	Fleet No - for GIPTN records	VMS #	Chassis	Engine	License Number	Body
Midi - 10.5m	201	2722311	9BM382189BB820371	926996U0970352	CAW 76221	6035
Midi - 10.5m	202	2722335	9BM382189CB853341	926996U0997145	CAW 63454	6024
Midi - 10.5m	204	2722337	9BM382189CB853704	926996U0997013	CAW 74173	6026
Midi - 10.5m	205	2722318	9BM382189BB839898	926997U0984101	CAW 92333	6009
Midi - 10.5m	206	2722338	9BM382189CB853713	926996U0997344	CAW 92334	6036
Midi - 10.5m	207	2970501	9bm382189eb971657	926996u1119731	CAW 92541	6048
Midi - 10.5m	208	2970500	9bm382189eb971656	926996u1119725	CAW 92546	6049
Midi - 10.5m	209	2722306	9BM382189BB819933	926996u0967106	CAW 92474	6037
Midi - 10.5m	210	2970506	9bm382189eb971975	926996U1119982	CAW 71936	6051
Midi - 10.5m	211	2970503	9bm382189eb971966	926996U1119989	CAW 69961	6053
Midi - 10.5m	212	2970502	9bm382189eb971971	926996U1119737	CAW 84690	6050
Midi - 10.5m	213	2970510	9bm382189eb972077	926996u111984	CAW 92715	6058
Midi - 10.5m	214	2970507	9bm382189eb971968	926996U1119762	CAW 75621	6056
Midi - 10.5m	215	2970504	9bm382189eb971973	926996U11196	CAW 58332	6052
Midi - 10.5m	216	2970511	9bm382189eb972078	926996U1120007	CAW 67181	6059
Midi - 10.5m	217	2970505	9bm382189eb971970	926996U1120014	CAW 53374	6054
Midi - 10.5m	218	2970508	9bm382189eb972075	926996U1119771	CAW52237	6055
Midi - 10.5m	219	2970494	9bm382189eb972420	926696u1120650	CAW 78365	6062
Midi - 10.5m	220	2970513	9bm382189eb959961	926996U108013	CAW 73937	6065
Midi - 10.5m	221	2970493	9bm382189eb972424	926996v1120591	CAW 79285	6061
Midi - 10.5m	222	2970492	9bm382189eb972435	926996u1119743	CAW 79519	6064
Midi - 10.5m	223	2970513	9bm382189eb972080	926996u1120379	CAW 38289	6060
Midi - 10.5m	224	2970495	9bm382189eb972445	926996u1120593	CAW 78185	6063
Midi - 10.5m	225	2970509	9bm382189eb972076	926996u1119814	CAW 37155	6057
Midi - 10.5m	226	3221573	9bm382189gb021345	926996u1160158	CAW 96504	6670
Midi - 10.5m	227	3221574	9bm382189gb021351	926996u1160125	CAW 96499	6669
Midi - 10.5m	228	3221576	9bm382189gb021358	926996u1159873	CAW 96501	6671
Midi - 10.5m	229	3319495	9bm382189gb027492	926996u1167856	CAW 96509	6740
Midi - 10.5m	230	3319497	9bm382189gb027493	926996u1167878	CAW 30961	6742
Midi - 10.5m	231	3221577	9bm382189gb021349	926996u1160084	CAW 30767	6739
Midi - 10.5m	232	3221575	9bm382189gb021343	926996u1159864	CAW 66508	6668
Midi - 10.5m	233	3319498	9bm382189gb027473	926996u1167566	CAW 96507	6743
Midi - 10.5m	234	3319496	9bm382189gb027491	926996u1167860	CAW 96503	6741

**List of Sprinters**

Vehicle Type	Fleet No - for GIPTN records	VMS #	Chassis	Engine	Invoice	License Number
Sprinter	301	3040989	WDB9066552P101345	65195532626736	93452212	CAW 93825
Sprinter	302	3071726	WDB9066552P107764	65195532659232	93508441	CAW 93589
Sprinter	303	3041015	WDB9066552S998418	65195532618818	93508440	CAW 93586
Sprinter	304	3041034	WDB9066552S998424	65195532618835	93518459	CAW 93596
Sprinter	305	3041038	WDB9066552S998870	65195532618813	93518460	CAW 93595
Sprinter	306	3041021	WDB9066552S998419	65195532618839	93513234	CAW 76256
Sprinter	307	3071727	WDB9066552P106633	65195532652648	93513238	CAW 93593
Sprinter	308	3071730	WDB9066552P107173	65195532657225	93518461	CAW 73831
Sprinter	309	3041023	WDB9066552S998421	65195532618833	93518458	CAW 93584
Sprinter	310	3071731	WDB9066552P108335	65195532659226	93513239	CAW 93582
Sprinter	311	3071734	WDB9066552P108338	65195532659242	93513240	CAW 93588
Sprinter	312	3041007	WDB9066552S998417	65195532616582	93513233	CAW 47249
Sprinter	313	3041026	WDB9066552S998423	65195532618827	93513235	CAW 93587
Sprinter	314	3041005	WDB9066552S998415	65195532616578	93543932	CAW 40075
Sprinter	315	3071728	WDB9066552P106634	65195532653262	93543936	CAW 93729
Sprinter	316	3041018	WDB9066552P101348	65195532624374	93543933	CAW 36364
Sprinter	317	3041022	WDB9066552S998420	65195532618822	93543934	CAW 93731
Sprinter	318	3041039	WDB9066552S998426	65195532618828	93513236	CAW 93612
Sprinter	319	3041011	WDB9066552P101347	65195532624366	93543938	CAW 76083
Sprinter	320	3041009	WDB9066552P101346	65195532631022	93547778	CAW 81221
Sprinter	321	3041000	WDB9066552P101801	65195532626746	93543931	CAW 93684
Sprinter	322	3071725	WDB9066552P103813	65195532626739	93513237	CAW 72857
Sprinter	323	3041025	WDB9066552S998422	65195532618816	93543935	CAW 81248
Sprinter	324	3041006	WDB9066552S998416	65195532616579	93547777	CAW 39607
Sprinter	325	3071732	WDB9066552P108336	65195532659230	93543942	CAW 70938
Sprinter	326	3071733	WDB9066552P108337	65195532659248	93543937	CAW 93733
<b>Sprinter</b>	<b>327</b>	<b>3071729</b>	<b>WDB9066552P104347</b>	<b>65195532646720</b>	<b>93543941</b>	<b>CAW 93735</b>
Sprinter	328	3041035	WDB9066552S998425	65195532618834	93543940	CAW 93727
Sprinter	329	3041002	WDB9066552P102246	65195532613886	93508439	CAW 82416
Sprinter	330	3041024	WDB9066552P100302	65195532613882	93543939	CAW 81318
Sprinter	331	3040981	WDB9066552P101800	65195532613884	93557572	CAW 35763
Sprinter	332	3071723	WDB9066552P114174	65195532683658	93679614	CAW 58998
Sprinter	333	3071735	WDB9066552P108896	65195532664140	93679616	CAW 76540
Sprinter	334	3071724	WDB9066552P111172	65195532673084	93679615	CAW 71004
Sprinter	335	3071723	WDB9066552P113746	65195532681451	93679613	CAW 76295
Sprinter	336	3241433	WDB9066552P188652	65195533054369	93747021	CAW 95232

## Annexure B: Vehicle specifications

The following vehicle specifications are provided as a guideline only. The contractor will be required to ensure full OEM compliance through serial number matching.

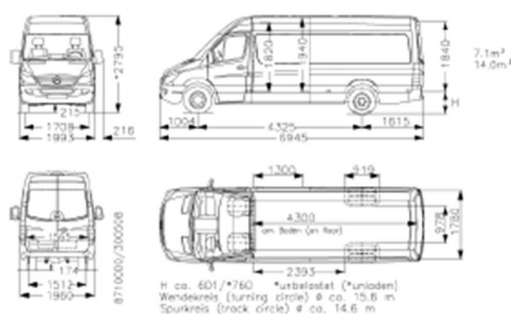


### Sprinter 515 CDI Panel van with high roof Long 4x2

9G6655 1330000000MDC3204 10003000X

#### Vehicle dimensions (mm)

- Figures in accordance with Directive 97/27/EC in the currently applicable version at time of going to print (includes driver 75 kg, all operating fluids and fuel tank 90% full). For standard-specification vehicles. Note: the kerb weights measured in accordance with ISO-M06 1176 are up to 75 kg lower.
- Combined. The figures shown were obtained in accordance with the prescribed measuring process (Directive 80/1268/EEC in the currently applicable version).
- Urban/extra-urban/combined. The figures shown were obtained in accordance with the prescribed measuring process (Directive 80/1268/EEC in the currently applicable version).

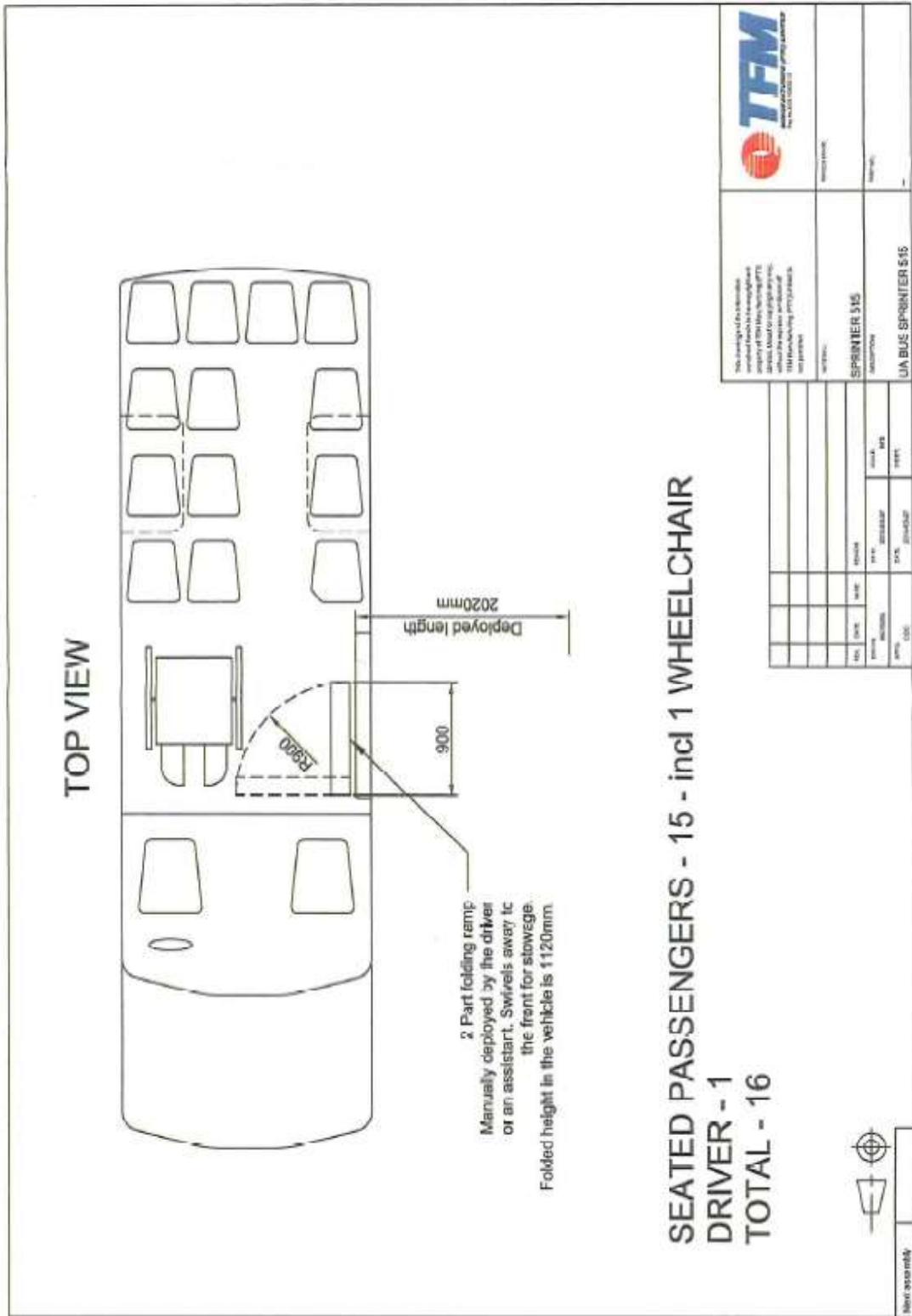


#### Technical data

Engine	
Model series	OM646 DE22LA, Euro 3
No. of cylinders/arrangement/valves	4 / In-line / 4
Bore/stroke/displacement	88 mm / 88.3 mm / 2148 cc
Rated output	110 kW (150 hp) at 3600 rpm Euro 4
Rated torque	380 Nm at 1200-2400 rpm
Mixture preparation	Electronically controlled direct injection with common rail, piezoelectric injection valves, turbocharger and intercooler
Tank / electrical system	
Tank capacity/fuel type	approx. 100 l / Diesel
Battery	12 V / 74 Ah
Alternator	14 V / 90 A
Performance / fuel consumption	
Top speed	Limited to 90 km/h
Consumption <sup>3</sup>	—
CO <sub>2</sub> emissions <sup>2</sup>	—
Powertrain	
Drive system	Rear-wheel drive
Clutch	Single-disc clutch (SAC2 240) with dual-mass flywheel
Transmission	6-speed manual (NSG 400-0)
Gear ratios	3.435/2.974/1.878/1.382/1.0/0.777 reverse 4.940
Final-drive ratio	4.727
Suspension	
Front axle	Independent suspension; Shock-absorber-strap independent front suspension with transverse-leaf parabolic spring and stabilizer
Wheels	Steel wheel; 5,5 J x 10 H2; Tyres 195/75 R 10C
Rear axle	Rigid rear axle; Shock-absorber-strap independent front suspension with transverse-leaf parabolic spring, stabilizer and shock absorber
Wheels	Steel wheel; 5,5 J x 10 H2; Twin tyres 195/75 R 10C
Steering	L20 34 speed-sensitive rack-and-pinion power steering
Brake	Hydr. dual-circuit brake with vacuum booster; 4 internally ventilated disc brakes; ADAPTIVE ESP® (Electr. Stability Program) dynamic handling control system with ABS (anti-lock braking system), ASR (acceleration skid control), BAS (hydr. Brake Assist), EBD (electronic brake force distribution), ADAPTIVE ESP® adapts the control interventions in line with the vehicle load.
Weights in kg	
Kerb weight <sup>1</sup> (FA/RA/total)	1840 / 1100 / 2300
Payload	2300
Permissible axle loads (FA/RA)	1850 / 3300
Permitted GVW/GCW	3000 / 7000
Towing capacity, braked/unbraked	2000 / max. 750
Drawbar load/roof load	max. 120 / max. 150

VAN/VMK product information  
Stand: 19.3.2008

Mercedes-Benz



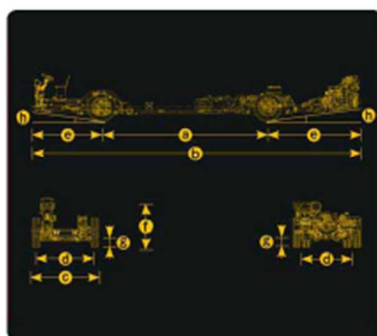
# O 500 U 1726

The Mercedes-Benz O 500 U 1726 (low entry) chassis was developed for city and charter vehicles up to 13.2 metres long. The front and centre floors are levelled at 370 mm above the ground and the chassis features air suspension, side kneeling function and all the benefits of Mercedes-Benz technology. It is a robust and durable chassis suited to severe operating conditions. In short, it combines bold design with the quality associated with the passenger transport segment leader.



## Dimensions [mm] [chassis without cab and without body]

[a] wheelbase	5,950
[b] total length	11,786
[c] width	2,472
[d] axle track: front axle/ rear axle	2,101/1,821
[e] overhang: front/rear	2,486/3,350
[f] height	1,716
[g] floor height above road: front/ rear	117/232
[h] angle of approach/ departure	10°/9°
vehicle turning circle (mØ)	20.7
total maximum body length	13,200



## Empty weights [kg | without body, curb weight]

front axle	1,380
rear axle	4,500
total	5,880

## Permissible weights [kg]

front axle	7,000
rear axle	11,500
gross vehicle weight (GVW)	18,500

The figures for empty weights are applicable to the standard vehicle version and may differ according to the optional items selected.

## Main optional items

rear stabiliser bar • 12 V/170 Ah battery • 12 V/220 Ah battery • VOITH DWA 834.3E automatic transmission • MB G 85-6 manual transmission (obligatory with Voith 123 retarder) • Top Brake (for mechanical transmission) • adjustable steering column • fleet management • speed limiter • master power and fuel switch • air-conditioning connections - additional alternator • heating connections • transmission ratio 6.143 (43:7) • aluminium wheels • anti-lock braking system (ABS) • weekly tachograph • 20-litre fuel tank • electronic speedometer • 11.00 R 22 16PR and 8.00 x 22 • 11.00 R 22.5 16PR and 7.50 x 22.5 • 12.00 R 22.5 16PR and 8.25 x 22.5 • 275/80R 22.5 16PR y 7.50 x 22.5

**Mercedes-Benz**  
The standard for buses.





## Engine

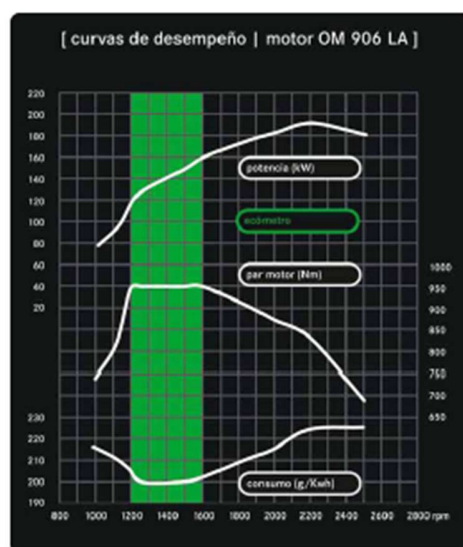
OM 906 LA | EURO III 6 cylinders, vertical in-line, turbocooler

maximum output [NBR ISO 1585]	191 kW (260 hp) @ 2,200 rpm
maximum torque [NBR ISO 1585]	950 Nm (97 kgf m) @ 1,200-1,600 rpm
total displacement	6,374 cm <sup>3</sup>
specific consumption	200 g/kWh @ 1,400 rpm
oil filter (type)	oil filter with paper element, replaceable
air filter (type)	dry, with paper element
cooling system	water circulation with thermostat
injector unit	DTC (Diesel Technology Company) with individual electronic control
injection system	direct electronic management
compressor (drive)	geared

## Transmission

ZF 6HP 502 ECOMAT II [automatic, key-operated, with integrated retarder] | 6 synchromesh gears

number of gears	6
transmission ratio	i = 3.43/2.01/1.42/1.00/0.83/0.59 reverse = 4.84



## Axles

front axle • MB VO 4/39 CL 7.5 • fist-type  
rear axle • MB HO 4/08 DCL-11.5 • central frame with steel tube inserts

ratio	i = 5.857 (41:7)
-------	------------------

## Suspension • Tyres • Steering • Chassis [type: modular frame]

suspension front axle	air, with 2 air bellows and 2 double-acting telescopic shock absorbers and stabiliser bar
suspension rear axle	air, with 4 air bellows and 4 double-acting telescopic shock absorbers, electronically controlled air suspension (ECAS) and stabiliser bar as optional item
wheels	8.25 x 22.5
tyres	295/80 R 22.5 16PR
hydraulic steering	ZF 8098   i max. = 26.2 : 1

## Performance

O 500 U | ZF 6 HP 502 Ecomat II MB HO 4/08 DL-11.5 | 295/80 R 22.5 16PR

ratio	i = 5.875 (41:7)
top speed [km/h]	120 (electronically limited)
maximum gradient [GVW]	46

## Electrics

standard voltage	24 V
alternator	28 V/80 A
battery	2 x 12 V/135 Ah

## Brakes

compressed air, two circuits  
disc at front and disc at rear

total braking area [min./max.]	1,564 cm <sup>2</sup> (784 + 784)
automatic brake control	yes
parking brake	spring brake
engine brake	butterfly valve in exhaust pipe • electro-pneumatic; can be applied with service brake

## Capacities [l]

fuel tank	300
sump oil	[max.] 28 • [min.] 23
gearbox	30.0
differential housing	[rear axle] 10
hydraulic steering	3.5
cooling system	37

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[\*] Optional item. Some of the items mentioned in this brochure are optional and may not be immediately available. Contact a Mercedes-Benz dealer for more information about the configurations offered by the manufacturer of the most extensive line of commercial vehicles in Latin America. | Mercedes-Benz do Brasil reserves the right to change the technical specifications of its products without prior notice. | The image(s) shown in this brochure are for information only. | Development of Mercedes-Benz products is environmentally responsible.

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VMCO - Marketing and Communication - Commercial Vehicles - São Bernardo do Campo - SP - Brazil

September/2011





# BUSMARK 2000

**Annexure C: OEM service intervals**

**A- Sprinters**

**Model** 906 with engine 271.951, 642.896/992, 651.9  
 with code XM0 (Facelift)  
 except code ZL3 (National version for Latin America)  
 except code ZU7 (National version for Canada)  
 except code ZU8 (National version for USA)  
 except code ZU9 (National version for Mexico)

- A = Service A (Plus oil service)**
- B = Service B (maintenance service)**
- Z = Additional operations:**
- Z = Additional operations for Service A
- Z1 = Additional operations once for 1st Service A
- Z1 = Additional operations for 1st Service A, then every 120,000 km
- Z = Additional operations for Service B
- ZA = Additional operations (Service A or B) at 80,000 km (or every 2 years)
- ZB = Additional operations (Service A or B) at 80,000 km (or every 4 years)
- ZC = Additional operation (Service A or B) as of 180,000 km
- ZL = Country-specific additional operations
- J2 = Additional operations every 2 years
- J4 = Additional operations every 4 years/120,000 km
- J10 = Additional operations every 10 years/300,000 km
- J10 = Additional operations every 10 years/360,000 km
- J16 = Additional operations every 16 years/360,000 km



G00.20-3136-11

Customer.....  
 License plate number.....  
 Date.....

Order number.....  
 Current mileage.....  
 Signature.....

A	B	Z	Input condition not OK:	
Completed				⊗
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>		Additional maintenance sheets	
			Body maintenance sheet	
			MODEL 906.633/635/653/655 with CODE ZO1 (James Cook Compact camper), with CODE ZO2 (James Cook Classic camper), with CODE ZO3 (James Cook Comfort camper)	AP00.20-D-1020B
<input type="checkbox"/>	<input type="checkbox"/>		Inspection by customer service advisor	
			Check vehicle for paint, corrosion and accident damage	○
			Check windshield for stone chipping and damage	○
			Enter and confirm completion of service items in Digital Service Booklet (DSB)	

				<b>i</b> Upon completion of the maintenance operations, print out service report for customer.	
<input type="checkbox"/>	<input type="checkbox"/>	<b>Brake test</b> Brake test	.....	○	AP42.00-D-4290A
				<b>i</b> Enter result in the table "Brake values".	
<input type="checkbox"/>	<input type="checkbox"/>	<b>Oil service</b> Engine - oil and filter change	..... ENGINE 271 ENGINE 642, 651		AP18.00-D-0101B AP18.00-D-0101H
				<b>i</b> Mercedes-Benz oil recommended.	
	<input type="checkbox"/>	<b>Function/status test</b> Signaling system, indicator lamps	.....	○	AP54.00-D-5451H
	<input type="checkbox"/>	Headlamps, taillamps	.....	○	AP82.10-D-8251H
	<input type="checkbox"/>	Windshield wiper, rear window wiper, windshield washing system, headlight cleaning system	.....	○	AP82.30-D-8252H
<input type="checkbox"/>	<input type="checkbox"/>	Check seat belts, seat belt buckles and seat belt lock extensions on driver and front passenger seats for external damage and proper operation	.....	○	AP91.40-D-9150A
	<input type="checkbox"/>	<b>Leakage and condition check - In the event of fluid loss or damage, establish the cause and rectify, subject to separate repair order</b> All major assemblies: Engine, transmission, transfer case, front axle, rear axle, steering, power steering pump, brake	.....	○	AP00.20-D-0050A
	<input type="checkbox"/>	All lines, hoses and sensor cables	.....	○	AP00.20-D-0051H
	<input type="checkbox"/>	All reservoirs, equipment, air suspension bellows, shock absorbers, front axle ball joints, covers, boots, caps	.....	○	AP00.20-D-0052H
	<input type="checkbox"/>	Auxiliary rubber springs	.....	○	AP32.00-D-3250H
	<input type="checkbox"/>	Steering mechanism: Check tie rod, drag link, boots and caps	.....	○	AP46.00-D-4650A
	<input type="checkbox"/>	<b>Check and correct fluid level</b> Engine cooling system: Check coolant level in coolant expansion reservoir	.....	○	AP20.00-D-2011H
				<b>i</b> _____ °C Correct subject to separate repair order (additional operation).	
<input type="checkbox"/>	<input type="checkbox"/>	Hydraulic brake system	.....	○	AP42.10-D-4210H
<input type="checkbox"/>	<input type="checkbox"/>	Power steering	.....	○	AP46.00-D-4612H
<input type="checkbox"/>	<input type="checkbox"/>	Additional battery (in engine compartment)	.....	○	AP54.10-D-5411H
	<input type="checkbox"/>	Windshield washer system	.....	○	AP62.35-D-6210A
		<b>Motor</b>			

	<input type="checkbox"/>	Check poly-V belt in visible area for signs of wear and damage. ....	○	AP13.22-D-1351H
	<input type="checkbox"/>	Check air filter contamination ENGINE 271, 642, 651, air filter with indicator lamp <b>i</b> Replace air filter element according to findings subject to a separate repair order (additional operation). Replace at the latest after 120,000 km or after 4 years. Note the installation date; refer to the confirmations in the maintenance booklet or DSB! Air filter insert replaced ___ Yes ___ No.	○	AP00.10-D-0951H
	<input type="checkbox"/>	<b>Chassis and body</b> Check water drain bores in floor region of sliding door. ....	○	AP72.00-D-7254A
	<input type="checkbox"/>	<b>Wheels, brakes</b> Tire pressure: Check/correct (including spare tire) .....	○	AP40.15-D-4050A
	<input type="checkbox"/>	Tire repair kit: Check expiration date With code RR7 (TIREFIT)	○	AP40.10-D-4054A
	<input type="checkbox"/>	<b>i</b> Replace as per findings, subject to separate repair order.	○	AP42.10-D-4252H
<input type="checkbox"/>	<input type="checkbox"/>	Assess condition of brake linings .....	○	AP42.10-D-4252H
	<input type="checkbox"/>	<b>i</b> Enter result in "Residual brake lining thickness" table. On vehicles with twin tires and for super-wide tires, remove/install rear wheels subject to separate repair order (additional operation). Replace brake linings according to findings subject to separate repair order.	○	AP42.10-D-4250H
<input type="checkbox"/>	<input type="checkbox"/>	Assess condition of brake disks .....	○	AP42.10-D-4250H
	<input type="checkbox"/>	<b>i</b> On vehicles with twin tires and for super-wide tires, remove/install rear wheels subject to separate repair order (additional operation). Replace brake disks according to findings, subject to a separate repair order.	○	AP42.20-D-4261H
	<input type="checkbox"/>	Parking brake: Check lever travel .....	○	AP42.20-D-4261H
	<input type="checkbox"/>	<b>i</b> Adjustment subject to separate repair order.	○	AP42.20-D-4261H
<input type="checkbox"/>	<input type="checkbox"/>	<b>Maintenance Indicator</b> Reset service processor .....	○	AP00.20-D-0040H
	<input type="checkbox"/>	<b>i</b> Enter result in "Maintenance computer starting distance" table. Upon completion of the maintenance operations. Note set oil quality in maintenance computer, change if necessary. For nonstandard oils, reduce interval in instrument cluster.	○	AP00.20-D-0040H
	<input type="checkbox"/>	<b>Additional operations</b> Z = Additional operations for Service A Check seat belts, seat belt buckles and seat belt buckle extensions in rear for external damage and proper operation .....	○	AP91.40-D-9150A

<input type="checkbox"/>	Check air suspension bellows for undamaged condition.	..... ○	Only with CODE PL9 (Air suspension, VB-Airsuspension company)
<input type="checkbox"/>	Z1 = Additional operations once for 1st Service A Rear axle: Retighten spring brackets	.....	AP32.20-D-3271H
<input type="checkbox"/>	Z1 = Additional operations for 1st Service A, then every 120,000 km Automatic transmission: Oil and filter change	..... TRANSMISSION 722.6 TRANSMISSION 722.9 [i] Mercedes-Benz oil recommended.	AP27.00-D-2702H AP27.00-D-2702HA
<input type="checkbox"/>	Transfer case: oil change	..... All-wheel drive vehicles [i] Mercedes-Benz oil recommended.	AP28.00-D-2801A
<input type="checkbox"/>	Front axle oil change	..... All-wheel drive vehicles [i] Mercedes-Benz oil recommended.	AP33.00-D-3301A
<input type="checkbox"/>	Z = Additional operations for Service B Check air filter soiling, replace as per findings	..... ○	ENGINE 271, 642, 651 [i] Replace at the latest after 120,000 km or after 4 years. Note the installation date; refer to the confirmations in the maintenance booklet or DSB! Air filter insert replaced ___ Yes ___ No.
<input type="checkbox"/>	Replace spark plugs	.....	ENGINE 271 AP15.10-D-1580H
<input type="checkbox"/>	Lubricate hinges of rear-end doors	.....	MODEL 906.6/7 AP72.00-S-7220S
<input type="checkbox"/>	Lubricate trailer hitch	.....	With CODE Q20 (Trailer hitch (jaw-type)) AP06.20-D-0020A
<input type="checkbox"/>	Trailer hitch: Check function, play and attachment	..... ○	CODE Q20 (Trailer hitch (jaw-type coupling)) AP31.10-D-3161A
<input type="checkbox"/>	Replace dust filter for heating/ventilation or activated charcoal dust filter for air conditioning	.....	With CODE H81 (Ventilation system with filter), or with CODE HH9 (TEMPMATIC semi-automatically controlled air conditioning) [i] Replace at latest after 2 years. Note the installation date; refer to the confirmations in the maintenance booklet or DSB! AP83.00-D-8384H
<input type="checkbox"/>	Replace dust filter for rear- and high-performance A/C	.....	



			MODEL 906.6/7 with CODE H08 (High-performance air conditioning), with CODE HH7 (Additional air conditioning in the rear)	AP93.50-D-8386H
	<input type="checkbox"/>	Check seat belts, seat belt buckles and seat belt buckle extensions in rear for external damage and proper operation	..... ○	AP91.40-D-9150A
	<input type="checkbox"/>	Replace fuel filter with/without water separator	..... Engine 642.896/992, 651.9 <input type="checkbox"/> Only vehicles with registration outside European countries! <input type="checkbox"/> Replace at latest every 4 years. Note the installation date; refer to the confirmations in the maintenance booklet or DSB!	AP47.20-D-0780HD
	<input type="checkbox"/>	ZB = Additional operations (Service A or B) at 90,000 km (or every 4 years) Replace fuel filter with/without water separator	..... Engine 642.896/992, 651.9 <input type="checkbox"/> Only vehicles with registration inside European countries!	AP47.20-D-0780HD
	<input type="checkbox"/>	ZA = Additional operations (Service A or B) at 80,000 km (or every 2 years) Replace dust filter for heating/ventilation or activated charcoal dust filter for air conditioning	..... With CODE H81 (Ventilation system with filter), or with CODE HH9 (TEMPMATIC semi-automatically controlled air conditioning) <input type="checkbox"/> Replace at latest after 2 years. Note the installation date; refer to the confirmations in the maintenance booklet or DSB!	AP93.00-D-8384H
	<input type="checkbox"/>	ZC = Additional operation (Service A or B) as of 180,000 km Diesel particulate filter (DPF): Check fill level	..... ○ ENGINE 642, 651 <input type="checkbox"/> Note the installation date; refer to the confirmations in the maintenance booklet or DSB! DPF replaced ___ Yes ___ No.	AP14.40-D-1452H
	<input type="checkbox"/>	ZL = Country-specific additional operations Check air filter soiling, replace as per findings	..... Only with ENGINE 642 in South Africa and Australia <input type="checkbox"/> Replace at latest every 4 years. Note the installation date; refer to the confirmations in the maintenance booklet or DSB! Air filter insert replaced ___ Yes ___ No.	AP09.10-D-0980H
	<input type="checkbox"/>	J2 = Additional operations every 2 years Hydraulic brake system: Replace brake fluid	.....	AP42.50-D-4200A
	<input type="checkbox"/>	Replace dust filter for heating/ventilation or activated charcoal dust filter for air conditioning	..... With CODE H81 (Ventilation system with filter), or with CODE HH9 (TEMPMATIC semi-automatically controlled air conditioning) <input type="checkbox"/> Note the installation date; refer to the confirmations in the maintenance booklet or DSB!	AP93.00-D-8384H

	<input type="checkbox"/>	<p>J4 = Additional operations every 4 years/120,000 km</p> <p>Check air filter soiling, replace as per findings</p> <p>-----</p> <p>ENGINE 271, 642, 651</p> <p><input type="checkbox"/> Note the installation date; refer to the confirmations in the maintenance booklet or DSB!</p> <p>Air filter insert replaced __ Yes __ No.</p>	AP09.10-D-0951H
	<input type="checkbox"/>	<p>J10 = Additional operations every 10 years/300,000 km</p> <p>Rear axle: oil change</p> <p>-----</p> <p>REAR AXLE 741.41/42/45</p> <p><input type="checkbox"/> Mercedes-Benz oil recommended.</p>	AP35.00-D-3501A
	<input type="checkbox"/>	<p>J10 = Additional operations every 10 years/300,000 km</p> <p>Manual transmission: Oil change</p> <p>-----</p> <p>TRANSMISSION 711.6</p> <p><input type="checkbox"/> Mercedes-Benz oil recommended.</p>	AP26.00-D-2601H
	<input type="checkbox"/>	<p>J15 = Additional operations every 15 years/360,000 km</p> <p>Refill with new coolant</p> <p>-----</p> <p><input type="checkbox"/> Pay attention to composition of coolant!</p>	AP20.00-D-2000H

Brake values in kN		
	Left	Right
front		
Rear		
Parking brake		

Remaining brake lining thickness approx. in mm		
	Left	Right
front		
Rear		

Starting distance for maintenance computer
Starting distance (km):

**B – Buses**



A = Adjust																																				
Item	Service Item	Models	PDI	10,000	30000	50,000	70000	90,000	110000	130,000	150000	170,000	190000	210,000	230000	250,000	270000	290,000	310000	330,000	350000	370,000	390000	410,000	430000	450,000	470000	490,000	510000	530,000	550000	570,000	590000	610,000		
			R	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
38	Compressor air drier cartridge Refer to Note 4	All Models					R						R									R														R
39	Haldex condensor (between compressor and air drier): clean and inspect minimum of once a year	Manual					C						C									C														C
41	Electric installation :starter motor, alternator, batteries, ground connections.check cables for shave marks , retighten loose connections and confirm that wiring looms are secured.	All Models	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
42	Tyre pressures including spare wheel and condition.	All Models	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
43	Wheel hub of front and auxiliary drag axle :Renew grease change seals, impact tapered roller bearing and adjust axial play.	All Models			R		R		R		R		R		R		R		R		R		R		R		R		R		R		R		R	
44	Pneumatic suspension below visual inspection for damage.	All Models	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	
45	Exhaust system :check for tightenes condition and fastening from the turbo to catalytic converter- SCR.		C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	
47	Fuel tank clean filtering system (fuel tank pick up filter)						C																													
<b>Safety relevant Operations:</b>																																				
48	Tow hitch and pin: Check condition.	All Models	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	
49	Confirm Automatic load-dependant brake pressures .(ALB)	All Models	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
50	Steering mechanism: check gear steering play, condition and play of steering linkages and tie-rod ends	All Models	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
51	Leaf springs including U-boits/air suspension bellows for any defects.	All Models	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
52	Brake lining/shoe wear or brake pads : check and record thickness.	All Models	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
53	Check brake automatic adjuster assembly and operation. Check the S cam bushing for play. Confirm clearances between brake linings, drum , disc and pads.	All Models	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
54	Check tightness/condition for all oil pipes,hoses, flexible tubes. Pay attention to shaving of pipes .	All Models	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
55	Parking brake: check function, visual inspection - spring broken.	All Models	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
<b>Lubrication work</b>																																				
56	Lubricate with grease uder pressure at all points fitted with grease nipple :king-pins, front and rear brake shoes actuating shaft (drum brake), universal joints and sliding sleeve of drive shaft axle of ventilator belt tensioner ,V belt pully	All Models	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	
57	Lubricate with grease :exhaust -brake linkages ,Mechanical gearbox actuating rods.	All Models	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L
<b>Add Blue system</b>																																				
58	Add Blue Pressure accumulator calibrate or at least every 3 years	All Models					A				A				A				A				A				A				A					
59	Air drier filter: replace or at least every 2 years	All Models					R				R				R				R				R				R				R					
	Check add blue supply lines for any leaks or defects(Tank - pump - dozer and injector)	All Models	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	
	Check air supply lines for any leaks or defects from the air solenoid valve to the pump and dozer	All Models	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
<b>Concluding work:</b>																																				
60	Road test vehicle - pay attention to roadworthiness.	All Models	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	
61	Ensure that body mounting directives have been adhered to.	All Models	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
<b>Note1: Damage code for injector replace =21016 SV</b>																																				
<b>Note2: ZF Transmission synthetic oil type:TE-ML lubricants class 14E synthetic oil;ZF Ecofluid A plus or Shell Donax TZ.</b>																																				
<b>Note3:The voith trasmission synthetic oil type, H55.633641 ,Shell Spirax S6 ATF VM(Shell Donax TV) or Castrol TraSynd (G-34010) or Castrol Transmax Z or Mobil Delvac Synthetic ATF</b>																																				
<b>Note4:Air drier filter must be marked with date of replacement and must be changed every 6 months or 70 000km</b>																																				
<b>Note5:The air filter must be marked with the date of replacement</b>																																				
<b>Note6:on reaching 470 000km the service cycle is to restart at 30000km.</b>																																				
<b>Note7: Retarder oil:API CC/SF - Castrol Eduron 10w40/ Mobil Delvac1 5w40</b>																																				
<b>Issue Date 29 August 2011 vesion 1:0 new issue</b>																																				
Signature of Technician:																																				
Signature of Foreman:																																				
Date																																				
<b>Note:WIS must be consulted for all working instructions</b>																																				

**Annexure D: Minimum Spare Parts Stock Items**

Noting that in some cases, there may be many variants of the indicated item required, bearings and bushes for example, the Service Provider is expected to maintain a parts store in George that includes at least the following general parts in quantities necessary to ensure the maintenance of the required serviceability level of the fleet. The Service Provider is expected to have a clear understanding of what is required and in what quantities and this is provided only as a broad guideline, not a definitive vehicle parts list.

<b>Listed parts that are required to be in stock and be available immediately within George Municipal area</b>	
Ad Blue Valve	Bearings / Bushes
Brake discs and pads	Pulleys
Compressor	Air bag/s
Draglink	Water pumps / sensors
Door locks	Sliding door cables
Ramp cables	Sliding door motor
Top cover gasket	Seatbelt locks
Headlight and indicator bulbs	Wipers
Side / observation windows	Windscreens
Exhaust Pipe, silencers and gaskets	Coolant hoses
Expansion tank	Handbrake lever
Engine cooling system fan	Hub seals
Power steering pipes	Link rods
Radiator	Power steering pump
Release bearings	Tappet cover
Shock absorbers and brackets	Thermostat housing
Stabilizer Bar	Brake Booster
Steering Shock	Air valve Actuator
V Belt	Auxiliary Batteries / Batteries*
Passenger seat panels	

*\* The Service Provider is expected to have an arrangement with a local Battery provider for the acquisition and maintenance of batteries. The Service Provider is however to hold one complete set of vehicle batteries in stock to accommodate battery replacement out of normal working hours should this be necessary.*

Whilst the Service Provider is not expected to hold stock of major sub-systems, the Service Provider is expected to have made arrangements with the OEM for acquisition of such components as listed below within a timeframe not exceeding 10 working days from placement of order.

<b>Major Components</b>	
Engine	Air compressor
Gearbox	Front suspension
Driveshaft	Rear suspension
Rear axle	Chassis electronics / Wiring harness
Turbo charger	Electronic control unit
Complete bus ramp	Complete wheelchair hoist
Chassis frame	Driver and passenger seats
Doors	Tyres and rims
Interior trim	Dashboard

**Annexure E: Third-party equipment on buses.**

The following electronic systems are deemed to be excluded from this maintenance contract, noting that the Service Provider will nevertheless be required to liaise and cooperate with the relevant service providers for the servicing, maintenance, repair and replacement of the relevant systems.

This Annexure may be replaced from time to time to accommodate changes in the service providers and or the systems on the buses. The last signed Annexure shall be applicable.

The Service Provider will be responsible for the service, maintenance and repair of the auxiliary power supply system up to the point of connection to the below third-party systems as well as for checking that any proposed and completed work does not detrimentally or adversely affect the vehicles. Any new or altered third-party installations are to be inspected by the Service Provider to the extent that the third-party equipment interfaces with the bus and, where the Service Provider is of the view that a third-party system is resulting in undue wear and tear or damage to the bus, such as for example, excessive battery drain or interference with OEM bus electronics, this is to be reported in writing to the Municipality within 16 working hours of being identified as a problem, failing which the Service Provider will be considered liable for repair work required to the Bus.

<b>System</b>	<b>Service Provider (As at last dated version of this annexure.)</b>
Fare Collection System	AFSOL
Vehicle tracking System	AFSOL
In-Vehicle CCTV System	Netstar
2-Way radio system	R&S Comm

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

Authorised by: \_\_\_\_\_ Print Name

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

Designation: \_\_\_\_\_ (For George Municipality)



## Annexure F: Paint Specifications

### George Integrated Public Transport Network Annexure I-Brand Schedule

## 1 Branding and Livery

### 1.1 Go George Brand Specification

The following specifications shall apply in the application of branding to any element of the GIPTN services.

#### Specifications

##### *Font*

The font used in the logo is Futura Bold in uppercase.

##### *Colour application*

The colours used within the logo are four pantone specified colours:

Pantone 285 C (blue)  
Pantone 549 C (turquoise)  
Pantone 368 C (green)  
Pantone Cool Grey 7 C (grey)

##### *Usage*

The logo should be used in full colour whenever possible. Do not move or change elements. Never attempt to recreate the logo.



## Application of the logo

- A. The primary Go George logo should only be used in the formats as shown.



- B. As an exception, this format of the primary Go George logo is for the branding of thin items such as pens and rulers.



## Application of the logo

- C. The size of the Go George logo will never be smaller than 10 mm x 23.5 mm (h x w). This will ensure that all the text within the logo is legible.



- D. The logo is surrounded by a standard amount of spacing that is equivalent to the height of the words GO GEORGE (word mark) within the logo. The spacing will give the logo breathing room when it is used with text and other graphics elements. The spacing around the logo will remain the same should the logo be used on its own.



## Colour palette and usage

The Go George logo is composed of 4 colours, green, blue, turquoise and grey. These can be reproduced in process colours (CMYK), 4-spot colours (Pantone) or web safe colours (RGB).

The colours shown here are the only colours that can be used in the logo wherever it is applied. No other colours may be used under any circumstances. This is to keep the look of the brand consistent wherever it is seen.

A detailed description the variations within the logo family are elaborated on in the section titled, "APPLICATION OF LOGO".

When producing artwork for the logo, it is important that the colour swatches in the reproduction standards are used to match the colours reproduced to maintain brand consistency.



### 1.3 Vehicle Livery

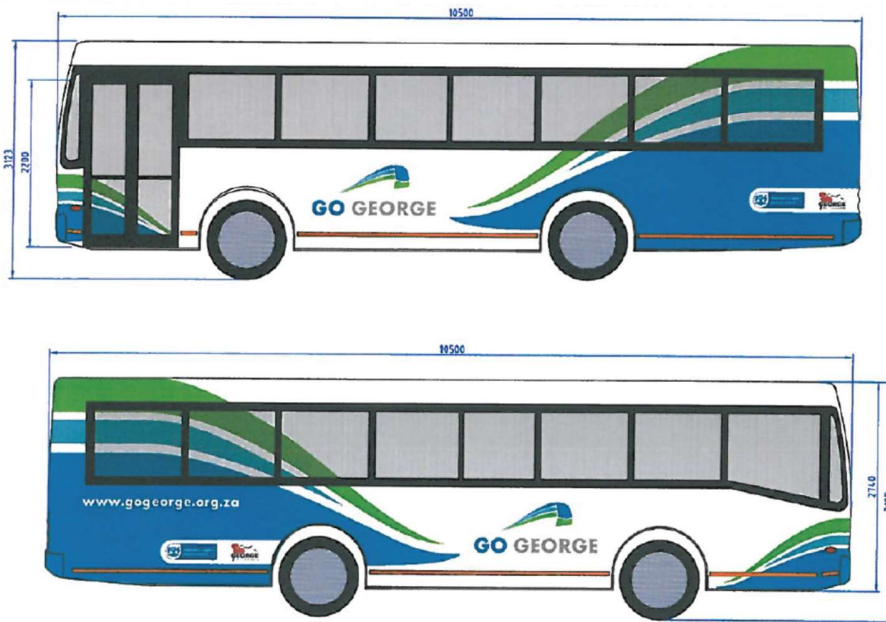
All buses operated on the contract will conform to the standard livery for the service. Elements of the external livery will be applied as decals or a wrap rather than direct body paint application. The materials for these are to be of high quality, with a minimum useful life of four years under the environmental conditions. The Contracting Authority will determine the extent to which decals or wrapping are to be used in the vehicle livery. For the purpose of pricing, the Operator is to assume that the vehicle will have a three (3) colour, full body livery using non-metallic paints and that there will be one full colour logo decal on each side and end of the vehicle. Where used, decals may be assumed to have dimensions of approximately  $1/3^{\text{rd}}$  of the relevant vehicle dimension; i.e. height/3 and length/3.

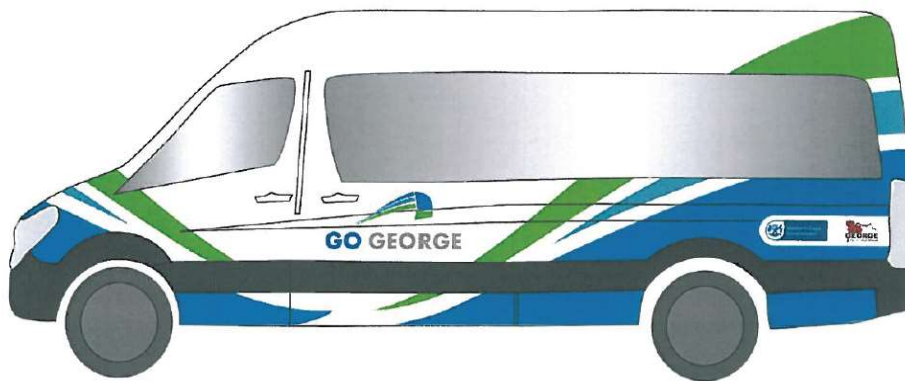
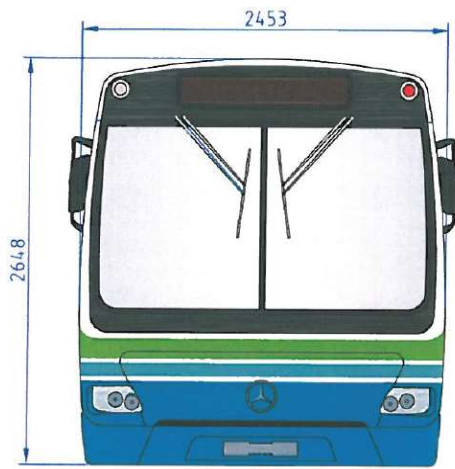
#### 1.3.1 Internal Finishes

The Contracting Authority will provide the details of the internal finishes of the vehicles once these are finalised. The detail, once finalised, will be attached to this Annexure.

#### 1.3.2 Permanent External Livery

Where the Operator supplies vehicles for use in this contract, the Operator will produce samples for approval, which shall be given in writing, prior to finalising livery on the vehicles. The vehicle livery shall have the form indicated below.





### **Annexure G: Contract Rates**

**Note: The charges for service and maintenance will be paid monthly in arrears and will be based on actual services delivered and kilometres operated. Where vehicles are removed from the contract, whether arising from vehicle write-off or scheduled replacement (Sprinters) as indicated in C3.3.4.1: "Vehicles included in contract."**

**Tenderers shall complete the Financial Proposal which shall, in the case of the successful tenderer, replace this page as Annexure G of the Contract.**

## **Annexure H: Maintenance Exclusions**

In respect of events or actions other than arising from the action of the Service Provider, its employees, agents or sub-contractors, "specified maintenance requirements" shall not include the following, which can be regarded as the excluded work:

- the rectification of any and all damage caused by or resulting from accidents or force;
- the use in the Vehicle of parts other than OEM approved parts;
- the use in the Vehicle of oils and fuels and other service products which do not comply with the specifications in the owner's manual for the Vehicle;
- neglect, misuse, abuse or improper handling of the Vehicle which expressions shall include, but not be limited to, the exceeding any of the permissible gross Vehicle or axle loads, payload or semitrailer loads as specified in the owner's manual for the Vehicle;
- the use of the Vehicle for other than its intended purpose;
- persons other than the authorised workmen, servants and employees of an Authorised Dealer having performed any work on the Vehicle;
- the Customer refusing or failing to make the Vehicle available;
- the use of any contaminated fuels or oils;
- any alterations to the Vehicle not approved by the manufacturer of the Vehicle;
- the repair or replacement of tyres due to damage or wear;
- the recovery of the Vehicle, other than as priced;
- carrying out of any modifications required by changes to the law subsequent to the date of this Agreement.