



Tender Info

Tender month	FEBRUARY 2023
Tender date:	10/02/2023
Tender Number	NC/22/2022
Title of Tender	APPOINTMENT OF A SERVICE PROVIDER FOR THE PROCUREMENT OF 26 1000-LITRE HIGH-PRESSURE FIRE FIGHTING TRAILERS FOR MUNICIPALITIES
Description	APPOINTMENT OF A SERVICE PROVIDER FOR THE PROCUREMENT OF 26; 11000-LITRE HIGH-PRESSURE FIRE FIGHTING TRAILERS FOR MUNICIPALITIES
Employer	DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS OF THE NORTHERN CAPE (COGHSTA)
Employer	COGHSTA
Employer email	bslenkoe@ncpg.gov.za
Postal Address	PRIVATE BAG X5005
Town/City	KIMBERLEY
Code	8300
Physical Address1	Larry Moleko Louw Building
Physical Address2	9 CECIL SUSSMAN ROAD
Physical Address4	8301
Employer's Agent: Name	TEBOGO GAOLAOWLE
Company	COGHSTA
Postal Address	PRIVATE BAG X5005
Town/City	KIMBERLEY, 8300
Physical 1	LARRY MOLEKO LOUW
Physical 2	9 CECIL SUSSMAN ROAD
Tel:	(053) 830 9400
Fax:	(053) 831 4308
E-mail:	TGAOLAOWLE@NCPG.GOV.ZA
Advert Date	FRIDAY, 10 FEBRUARY 2023
Briefing Date	NO BRIEFING SESSION WILL BE HELD
Tender Documents available at	THE DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENT & TRADITIONAL AFFAIRS, LARRY MOLEKO LOUW, 9 CECIL SUSSMAN ROAD, KIMBERLEY. Tender E-Portal - http://www.etenders.gov.za
Closure Date	24 FEBRUARY 2023
Closure Time	11H00
Tender Box Location	COGHSTA HEAD OFFICE, LARRY MOLEKO LOUW BUILDING, 9 CECIL SUSSMAN ROAD, KIMBERLEY, 8301.
General Enquiries Contact Person	KAREL VISAGIE of CoGHSTA, Tel: (053) 807-9723, e-mail: KVISAGIE@NCPG.GOV.ZA
Technical Enquiries Contact Person	TEBOGO GAOLAOLWE of CoGHSTA, Tel: (053) 830-9400, e-mail: TGaolaolwe@ncpg.gov.za
Procurement Policy	Preferential Procurement Regulations, 2022 (Government Gazette No. 2721
PPPFA	The bid will be evaluated on the 80:20 preference point system for all the bids that meet the minimum functionality score.



COGHSTA

Co-operative Governance
Human Settlement & Traditional Affairs

**DEPARTMENT OF COOPERATIVE GOVERNANCE, HUMAN
SETTLEMENTS AND TRADITIONAL AFFAIRS (COGHSTA)**

**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROCUREMENT
OF 26; 1000 LITRE HIGH PRESSURE FIRE FIGHTING TRAILERS FOR
MUNICIPALITIES**

TENDER NO. NC/22/2022

FEBRUARY 2023

EMPLOYER:

THE HEAD OF DEPARTMENT
COGHSTA
PRIVATE BAG X5005
KIMBERLEY
8300

EMPLOYER'S AGENT:

CHIEF COGHSTA
COGHSTA
PRIVATE BAG X5005
KIMBERLEY
8300

BIDDER NAME:

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE**

TENDER NO. Error! Reference source not found.22/2022

**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROCUREMENT OF 26 1000
LITRE HIGH PRESSURE FIRE FIGHTING TRAILERS FOR MUNICIPALITIES**

CLOSING DATE: 24 FEBRUARY 2023	CLOSING TIME: 11H00
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NAME OF BIDDER*

CONTACT PERSON*

ADDRESS*

.....

.....

.....

TEL NO*

FAX NO*

E-MAIL ADDRESS*

B-BBEE LEVEL*

(* TO BE COMPLETED BY TENDERER)

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE**

TENDER NO. Error! Reference source not found./22/2022

**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROCUREMENT OF 26; 1000
LITRE HIGH PRESSURE FIRE FIGHTING TRAILERS FOR MUNICIPALITIES**

GENERAL TENDER INFORMATION:

TENDER ADVERTISED	FRIDAY, 2023
BRIEFING SESSION	NO BRIEFING SESSION WILL BE HELD
CLOSING DATE	24 FEBRUARY 2023
CLOSING TIME	11H00
CLOSING VENUE	Tender Box at COGHSTA HEAD OFFICE, LARRY MOLEKO LOUW BUILDING, 9 CECIL SUSSMAN ROAD, KIMBERLEY, 8301.

The bid Documents completed in all respects, plus any additional supporting documentation required, must be submitted in a sealed envelope with the name and address of the Tenderer, the Tender No. and title and the closing date indicated on the envelope. The sealed envelope must be handed in at the Tender Box at the **COGHSTA KIMBERLEY** Offices. Bids will **NOT** be opened directly after closing. No late bids will be accepted.

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE**

TENDER NO. Error! Reference source not found.22

**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROCUREMENT OF 26; 1000
LITRE HIGH PRESSURE FIRE FIGHTING TRAILERS FOR MUNICIPALITIES**

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1.1: TENDER NOTICE AND INVITATION TO TENDER

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE**

TENDER NO. Error! Reference source not found./22/2022

**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROCUREMENT OF 26; 1000
LITRE HIGH PRESSURE FIRE FIGHTING TRAILERS FOR MUNICIPALITIES**

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENT AND TRADITIONAL
AFFAIRS NORTHERN CAPE INVITES BIDDERS FOR APPOINTMENT OF A SERVICE PROVIDER FOR
THE PROCUREMENT OF 26; 1000 LITRE HIGH PRESSURE FIRE FIGHTING TRAILERS FOR
MUNICIPALITIES**

1. Only service providers that are CSD registered will be considered.
2. **NO BRIEFING SESSION WILL BE HELD**
3. Tender documents are available at **THE DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN
SETTLEMENT & TRADITIONAL AFFAIRS, LARRY MOLEKO LOUW, 9 CECIL SUSSMAN ROAD,
KIMBERLEY. Tender E-Portal - <http://www.etenders.gov.za> and www.coghsta.ncpg.gov.za**
4. **Closing of Tender at 11H00 on Friday, 24 FEBRUARY 2023 at COGHSTA HEAD OFFICE, LARRY
MOLEKO LOUW, 9 CECIL SUSSMAN ROAD, KIMBERLEY, 8301.**
5. **General enquiries relating to this bid should be addressed to KAREL VISAGIE of CoGHSTA, Tel:
(053) 807-9723, e-mail: and technical enquiries to MR. T. GAOLAOLWE of CoGHSTA, Tel: (053) 830
9400, e-mail: TGAOLAOLWE@NCPG.GOV.ZA**

The requirements of the Preferential Procurement Policy Framework Act, 2000: Preferential
Procurement Regulations, 2022 (Government Gazette No. 2721) shall also apply, together with all other
requirements as set out in the Tender Data.

- Failure to comply with above requirements will result in automatic disqualification of the bidder.
- CoGHSTA reserves the right to withdraw any invitation to tender and/or re-advertise or to reject any tender or to accept a part of it. The lowest bidder is not necessarily the winning bidder

1.2: TENDER DATA

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE**

TENDER NO. NC/22/2022

**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROCUREMENT OF 26; 1000
LITRE HIGH PRESSURE FIRE FIGHTING TRAILERS FOR MUNICIPALITIES**

1.2: TENDER DATA

The following are the Conditions of Tender as set out in the Tender Data below shall apply to this tender:

1.2.1 Communication and Employer's Agent

Attention is drawn to the fact that verbal information, given by the Employer's Agent during site visits / clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer's Agent in writing to Tenderers will be regarded as amending the Tender Document.

The Employer's Agent is:

Name: TEBOGO GAOLAOLWE
DEPUTY DIRECTOR – DISASTER MANAGEMENT
PRIVATE BAG X5005
KIMBERLEY, 8300
Tel.: (053) 830 9400
E-mail: TGAOLAOLWE

1.2.2 Competitive Negotiation Procedures

Consortiums are eligible to submit tenders.

1.2.3 Insurance

The Employer will provide **no** insurance.

1.2.4 Delivery of tender Documents

The Employer's Agent's address for delivery of Tender Offers and identification details to be shown on each tender offer package are:

Location of tender closure: Tender Box, COGHSTA HEAD OFFICE, LARRY MOLEKO LOUW BUILDING, 9 CECIL SUSSMAN ROAD, KIMBERLEY, 8301.

Identification details: TENDER NUMBER: Error! Reference source not found.**22/2022**

TITLE OF TENDER: **APPOINTMENT OF A SERVICE**

**PROVIDER FOR THE PROCUREMENT OF 26; 1000 LITRE HIGH PRESSURE FIRE FIGHTING
TRAILERS FOR MUNICIPALITIES**

Sealed tenders with the Tenderer's name and address and the endorsement:

TENDER NUMBER: NC/22/2022: APPOINTMENT OF A SERVICE PROVIDER FOR THE PROCUREMENT OF 26; 1000 LITRE HIGH PRESSURE FIRE FIGHTING TRAILERS FOR MUNICIPALITIES on the envelope, must be placed in the appropriate official Tender Box at the abovementioned address.

Sealed tenders (with a soft copy in a memory stick) the Tenderer's name and address and the endorsement:

TENDER NUMBER: NC/22/2022: APPOINTMENT OF A SERVICE PROVIDER FOR THE PROCUREMENT OF 26; 1000 LITRE HIGH PRESSURE FIRE FIGHTING TRAILERS FOR MUNICIPALITIES. on the envelope, must be placed in the appropriate official Tender Box at the abovementioned address.

- 1.2.5 **Closing Time**
The closing time for submission of Tender Offers is as stated in the Tender Notice and Invitation to Tender.
- 1.2.6 **Tender Offer Validity**
The tender offer validity period is **90 (ninety)** days from the closing date.
- 1.2.7 **Clarification of Tender Offer after Submission**
A tender will be rejected as non-responsive if the Tenderer fails to provide any clarification requested by the Employer within the time for submission stated in the Employer's written request for such clarification.
- 1.2.8 **Financial Statements**
The bidder must provide where the tendered amount exclusive of VAT exceeds R 8, 771, 929.8310 (Eight Million, Seven Hundred Seventy-One Thousand Nine Hundred Twenty-Nine Rand and Eighty-Three Cents):
- i) audited annual financial statement for 3 (three) years, or for the period since establishment if established during the last 3 (three) years, if required by law to prepare annual financial statements for auditing;
 - ii) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.
Each party to a Consortium shall submit separate certificates/statements in the above regard.
- 1.2.9 **Tax Clearance Certificate**
Tenderers shall be registered and in good standing with the South African Revenue Service (SARS) on CSD, if non-compliant, the tenderer must submit evidence from SARS informing the department of why it is non-complaint and when is the estimated resolution.
- 1.2.10 The B-BBEE certificate will only be used for your for identifying your level of B-BBEE but will not be used for scoring on the 80:20, Specific goals will be used for scoring.
- 1.2.11 **The Employer's Undertakings Issue Addenda**
Notwithstanding any requests for confirmation of receipt of Addenda issued, the Tenderer shall be deemed to have received such addenda if the Employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.
- 1.2.12 **Opening of Tender Submissions**

The tenders will not be opened immediately after the closing time, however all bids will be recorded and uploaded on the COGHSTA website(www.coghsta.ncpg.gov.za)

1.2.13

Test for Responsiveness

Tenders will be considered non-responsive if, inter alia:

- a) The Tender is not in compliance with the required returnable documents;
- b) The Tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the employers written request.
- c) The tenderer is not registered on the central suppliers database (CSD)
- d) The tenderer is an employee of the state with no evidence, deregistered, is in the registered of tender defaulters or restricted.

A responsive tender is one that conforms to all the terms and conditions of the Tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- e) detrimentally affect the quality, services or supply identified,
- f) significantly change the Employer's or the Tenderer's risks and responsibilities under the contract, or
- g) affect the competitive position of the other Tenderers presenting responsive tenders, if it were to be rectified.

1.2.14

Points for Specific Goals

A maximum of 20 (twenty) tender evaluation points will be awarded for preference to Tenderers with responsive tenders meeting functionality, who are eligible for such preference, in accordance with the criteria listed below.

1.2.15

Risk Analysis

Notwithstanding compliance with regards to CSD registration or any other requirements of the tender, the employer will perform a risk analysis in respect of the following:

- a) the Tenderer's ability to fulfil its obligations in terms of the tender document, that is, that the Tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience, reputation, personnel to perform the contract, etc.
- b) three years (3) audited financial statements will be verified and analysed for accuracy and completeness.

1.2.16

Acceptance of bid

The Employer reserves the right to with draw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Employer does not bind itself to accepting any bids.

Tender offers will only be accepted if:

- (a) the Tenderer is registered and in good standing with the South African Revenue Service (SARS) and has submitted evidence in the form of an original valid Tax Clearance Certificate (for tender) issued by SARS or recent CSD complaint status with the current month of the BID or poof hat he or she has made arrangements with SARS to meet his or her outstanding tax obligations;
- (b) the Tenderer or any of its Directors is not 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;
- (c) the Tenderer has not:
 - (i) abused the Employer's Supply Chain Management System; or
- (d) the Tenderer has no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process.

1.2.17

Claims arising after submission of tender

No claim for any extras arising out of any doubt or obscurity as to the true intent will be admitted by the Employer after the submission of any tender and the Tenderer shall be deemed to have:

- (a) Read and fully understood the Conditions of Contract;
- (b) Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, the Tenderer must apply to the Employer's agent at once to have the same rectified, as no liability will be admitted by the Employer in respect of errors in any tender due to the foregoing.

1.2.18 **Invalid tenders**

Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:

- (a) If the tender is not completed in non-erasable black ink;
- (b) If the name of the Tenderer is not stated or is indecipherable.

1.2.19 **Requests for contract documents, or parts thereof, in electronic format**

The Employer shall ~~not~~ formally issue tender documents in electronic format and shall not ~~only~~ issue tender documents in hard-copy. The following must be noted:

- (a) the Employer shall not accept tenders submitted in electronic format except a hard copy accompanied by the memory stick. Tenderers may ~~not~~ complete and submit a printed copy of the electronic version of the tender document or part thereof. Only those tenders that have been completed on the issued tender document shall be considered;
- (b) any non-compliance with these provisions, including effecting any unauthorized alterations to the tender document, shall render the tender invalid. The Employer reserves the right to take any action against such Tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.
- (c) In requesting the electronic version of the tender document or parts thereof, the Tenderer is deemed to have read, understood and accepted all of the above conditions.

1.2.20 **Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each Tenderer during the period from the date that tender documents are available until **3 (three) days** before the tender closing time stated in the Tender Data. If, as a result a Tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all Tenderers who drew documents. All Addenda's will be posted on the departmental website (www.coghsta.ncpg.gov.za), therefore is the responsibility of the bidder to ensure that there is no posted addendums before 3 days of the closing of the bid.

1.2.21 **Non-disclosure**

Not disclose to Tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful Tenderer.

1.2.22 **Grounds for rejection and disqualification**

Determine whether there has been any effort by a Tenderer to influence the processing of tender offers and instantly disqualify a Tenderer (and their tender offer) if it is established that they engaged in corrupt or fraudulent practices.

1.2.23 **Arithmetical errors, omissions and discrepancies**

Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

Check the highest ranked tender or Tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the Pricing Schedule or Bills of Quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in Bills of Quantities or Schedules of Prices; or
 - ii) the summation of the prices.

1.2.24 Notify the Tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

1.2.25 Where the Tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If Bills of Quantities or Pricing Schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the Tenderer's addition of prices, the total of the prices shall govern and the Tenderer will be asked to revise selected unit prices (and their rates if Bills of Quantities apply) to achieve the tendered total of the prices.

1.2.26 **Clarification of a tender offer**

Obtain clarification from a Tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

1.2.27

1.2.27.1 **Decimal places**

Score financial offers, preferences and quality, as relevant. To 2 (two) decimal places.

1.2.27.2 **Scoring Financial Offers**

Score the financial offers of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer.

W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m / P$

^a P_m is the comparative offer of the most favourable comparative offer.

P is the comparative offer of the tender offer under consideration

Table F.1: Formulae for calculating the value of A

1.2.27.3 **Scoring preferences**

Confirm that Tenderers are eligible for the preferences claimed in accordance with the provisions of the Tender Data and reject all claims for preferences where Tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the Tender Data.

1.2.27.4 Scoring quality

Score each of the criteria and sub criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_O / M_S$$

where: S_O is the score for quality allocated to the submission under consideration;
 M_S is the maximum possible score for quality in respect of a submission; and
 W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the Tender Data;

1.2.28 Acceptance of Tender Offer

Accept the Tender Offer if, in the opinion of the Employer, it does not present any unacceptable commercial risk and only if the Tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the Employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the Tender Data, and
- f) is able, in the opinion of the Employer, to perform the contract free of conflicts of interest.

1.2.29 Prepare contract documents

If necessary, revise documents that shall form part of the contract and that were issued by the Employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the Employer and the successful Tenderer.

1.2.30 Complete the Schedule of Deviations attached to the Form of Offer and Acceptance, if any.

1.2.31 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

1.2.32 Notice to unsuccessful Tenderers

Notify the successful Tenderer of the Employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the Tender Data or agreed additional period.

1.2.33 After the successful Tenderer has been notified of the Employer's acceptance of the tender, notify other Tenderers that their tender offers have not been accepted.

1.2.34 Provide copies of the contracts

Provide to the successful Tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

1.2.35 Provide written reasons for actions taken

Provide upon request written reasons to Tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of Tenderers or might prejudice fair competition between Tenderers.

RETURNABLE DOCUMENTS

2.1	List of Returnable Documents	20-18
2.2	Returnable Schedules	19-22

2.1:

LIST OF RETURNABLE DOCUMENTS



COGHSTA

Co-operative Governance
Human Settlement & Traditional Affairs

2.1: LIST OF RETURNABLE DOCUMENTS:

NB: TENDERERS MUST COMPLETE THESE SCHEDULES / DATA SHEETS / FORMS IN BLACK INK

1. Returnable Schedules required for Tender Evaluation Purposes:

- Schedule 1: Certificate of Briefing Session Attendance
- Schedule 2: Compulsory Enterprise Questionnaire
- Schedule 3: Certificate of Independent Tender Determination
- Schedule 4: Certificate of Authority for Joint Ventures where applicable
- Schedule 5: Declaration in terms of the Public Finance Management Act.
- Schedule 6: Schedule of Work Experience
- Schedule 7: Proposed Amendments and Qualifications by Tenderer
- Schedule 8: Pricing schedule
- Schedule 9: Detail of Proposal by the Tenderer
- Schedule 10: Audited Financial Statements for the last 3 years
- Schedule 11: Record of Addenda to Tender Documents

2. Other documents required for Tender Evaluation Purposes:

- 2.1. Joint Venture Agreement (if applicable) - append to Schedule 4.
- 2.2. A certified copy of the Bargaining Council Certificate (where applicable) - append to Schedule 7.

3. Returnable Schedules that will be incorporated into the Contract:

- Schedule 11: Record of Addenda to Tender Documents
NCP Schedules: NCP 1; NCP 4; NCP 7.1;

4. The offer portion of the C1.1 Form of Offer and Acceptance

5. Contract Data (Part 2)



COGHSTA

Co-operative Governance
Human Settlement & Traditional Affairs

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE**

TENDER NO. NC/22/2022

**APPOINTMENT OF A SERVICE PROVIDER FOR THE
PROCUREMENT OF 26; 1000 LITRE HIGH PRESSURE FIRE
FIGHTING TRAILERS FOR MUNICIPALITIES.**

SCHEDULE 1

CERTIFICATE OF BRIEFING SESSION ATTENDANCE

This is to certify that I / we

of (Tenderer)

of (Address)

Telephone Number

Fax Number

on (Date)

have examined the Site of Works and its surroundings for which I/we am/are submitting this tender and have, so far as is practicable, familiarized myself/ourselves with all the information, risks, contingencies and other circumstances which may influence or affect my/our tender.

SIGNED ON BEHALF OF THE TENDERER:

SIGNED ON BEHALF OF THE CONSULTANT:

DATE:

**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROCUREMENT OF 26; 1000 LITRE HIGH PRESSURE FIRE
FIGHTING TRAILERS FOR MUNICIPALITIES**

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
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SCHEDULE 2

COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a Joint Venture, separate questionnaires in respect of each partner must be completed and submitted.

SECTION 1:

Name of Enterprise:

Address of Enterprise:

.....

.....

SECTION 2:

VAT Registration Number, if any:

SECTION 3:

Particulars of Sole Proprietors and Partners in partnerships:

NAME*	IDENTITY NUMBER *	PERSONAL INCOME TAX NUMBER*

* Complete only if Sole Proprietors or Partnership and attach separate page if more than 5 (five) partners.

SECTION 4: Particulars of Companies and Close Corporations:

Company Registration Number:

**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROCUREMENT OF 26; 1000 LITRE HIGH PRESSURE FIRE
FIGHTING TRAILERS FOR MUNICIPALITIES**

Close Corporation Number:

Tax Reference Number:

SECTION 5: Record of service of the State:

Indicate by marking the relevant boxes with a cross, if any Sole Proprietor, partner in partnership or Director,

Manager, Principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 (twelve) months in the service of any of the following:

- ☐ A member of any Municipal Council;
- ☐ A member of any Provincial Legislature;
- ☐ A member of the National Assembly or the National Council for Provinces;
- ☐ A member of the Board of Directors of any Municipal entity;
- ☐ An official of any Municipality or Municipal entity;
- ☐ An employee of any Provincial Department, National or Provincial public entity or Constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999);
- ☐ A member of the accounting authority of any National or Provincial public entity; or
- ☐ An employee of Parliament or a provincial legislature.

If any of the above boxes are marked, disclose the following:

Name of Sole Proprietor, Partner, Director, Manager, Principal shareholder or Stakeholder	Identity Number	Name of Institution, Public Office, Board or Organ of State and position held	Status of service (tick appropriate column)	
			Current	Within last 12 months

* Insert separate page if necessary.

SECTION 6: Record of spouses, children and parents in the service of the State:

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a Sole Proprietor, Partner in a partnership or Director, Manager, Principal shareholder or Stakeholder in a company or close corporation is currently or has been within the last 12 (twelve) months been in the service of any of the following:

- ☐ A member of any Municipal Council;
- ☐ A member of any Provincial Legislature;
- ☐ A member of the National Assembly or the National Council for Provinces;
- ☐ A member of the Board of Directors of any Municipal entity;

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- ☐ An official of any Municipality or Municipal entity;
- ☐ An employee of any Provincial Department, National or Provincial public entity or Constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999);
- ☐ A member of the accounting authority of any National or Provincial public entity; or
- ☐ An employee of Parliament or a provincial legislature.

Name of Sole Proprietor, Partner, Director, Manager, Principal shareholder or Stakeholder	Identity Number	Name of Institution, Public Office, Board or Organ of State and position held	Status of service (tick appropriate column)	
			Current	Within last 12 months

* **Insert** separate page if necessary.

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

- i) Authorizes the Employer to obtain a Tax Clearance Certificate from the South African Revenue Service that my/our tax matters are in order;
- ii) Confirms that neither the name of the enterprise or the name of any Partner, Manager, Director or other person, who, wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulter established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) Confirms that no Partner, Member, Director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last 5 (five) years been convicted of fraud or corruption;
- iv) Confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the Tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- v) Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

SIGNED ON BEHALF OF THE TENDERER:

DATE:

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SCHEDULE 3

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting this tender for
TENDER NO. NC/22/2022 in response to the invitation to tender made by the **DEPARTMENT OF CO-
OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS OF THE
NORTHERN CAPE**, do hereby make the following statements that I certify to be true and complete
in every respect:

I certify, on behalf of (Name of Tenderer) that

1. I have read and understand the contents of this Certificate;
2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised by the Tenderer to sign this Certificate, and to submit this tender on behalf of the Tenderer;
4. Each person whose signature appears on this tender has been authorised by the Tenderer to determine terms of, and to sign, the tender on behalf of the Tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer whether or not affiliated with the Tenderer;
 - (a) has been requested to submit a tender in response to this invitation to tender;
 - (b) could potentially submit a tender in response to this invitation to tender, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the Tenderer and/or is in the same line of business as the Tenderer;
6. The Tenderer has arrived at this tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communicating between partners in a Joint Venture or Consortium¹ will not be construed as collusive tendering;
7. In particular, without limiting the generality of Paragraph 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit a tender;

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- (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
(f) tendering with the intention not to win the tender.

¹ 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.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this invitation to tender relates.
9. The terms of this tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders 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 1989 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 10 (ten) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or another applicable legislation.

.....
SIGNATURE

.....
DATE

.....
POSITION

.....
NAME OF TENDERER

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SCHEDULE 4

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by Joint Ventures.

YES NO (PLEASE INDICATE IF THIS IS A JV OR NOT. IF YES, FILL IN THE DETAILS BELOW.
ALSO ATTACH A SIGNED COPY OF AGREEMENT BETWEEN PARTIES)

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize

Mr/Mrs, authorised signatory of the

Company, Close Corporation or Partnership,
acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any
contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead Partner:		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature:

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		Name:
		Designation:

Note: A copy of the Joint Venture Agreement shall be appended to this Schedule.

SIGNED ON BEHALF OF THE TENDERER:

DATE:

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SCHEDULE 5

**DECLARATION IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT
(No. 29 of 1999)**

ITEM	QUESTION	YES	NO
1.1	Is the Tenderer 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)		
1.1.1	If so, furnish particulars:		
1.2	Is the Tenderer or any of its Directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combatting of Corrupt Activities Act (No. 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to Facsimile Number 012-326 5445).		
1.2.1	If so, furnish particulars:		
1.3	Was the Tenderer 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 5 (five) years?		
1.3.1	If so, furnish particulars:		
1.4	Does the Tenderer 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 3 (three) months?		
1.4.1	If so, furnish particulars:		

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1.5	Was any contract between the Tenderer and the Department / entity or any other Organ of State terminated during the past 5 (five) years on account of failure to perform on or comply with the contract?		
1.5.1	If so, furnish particulars:		

CERTIFICATION:

I, THE UNDERSIGNED
(Full Name)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

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

.....
SIGNATURE

.....
DATE

.....
POSITION

.....
NAME OF TENDERER

*** Where the entity tendering is a Joint Venture, each party to the Joint Venture must sign a declaration in terms of the Public Finance Management Act and attach it to this Schedule.**

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SCHEDULE 6

SCHEDULE OF WORK EXPERIENCE

The Tenderer shall insert in the spaces provided below a list of similar completed contracts awarded to him and those currently being undertaken.

EMPLOYER (NAME, TEL. NO. AND FAX NO.)	PRINCIPAL AGENT (NAME, TEL. NO. AND FAX NO.)	NATURE OF WORK	VALUE OF WORK R (m)	COMPLETION DATE
COMPLETED PROJECTS (attach additional pages if needed. Maximum of 5 contracts not older than 5 years)				
CURRENT PROJECTS (attach additional pages if needed.)				



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Number of sheets appended by the Tenderer to this Schedule: (If nil, enter NIL)

SIGNED ON BEHALF OF THE TENDERER:

DATE:

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SCHEDULE 7

PROPOSED AMENDMENTS AND QUALIFICATIONS BY TENDERER

The Tenderer should record any proposed deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a Tenderer may state such proposed deviations and qualifications in a covering letter attached to his tender and reference such letter in this Schedule.

The Tenderer's attention is drawn to Clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

If no deviations or modifications are desired, the Schedule hereunder is to be marked **NIL** and signed by the Tenderer.

PAGE	CLAUSE OR ITEM	PROPOSAL

Number of sheets, appended by the Tenderer to this Schedule: (If nil, enter NIL)

SIGNED ON BEHALF OF THE TENDERER:

DATE:

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SCHEDULE 8

PRICING SCHEDULE

(Attach Proof)

SIGNED ON BEHALF OF THE TENDERER:

DATE:

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SCHEDULE 9

DETAIL OF THE PROPOSAL BY THE TENDERER

The proposal must be done for Professional Services.

The proposal is to be done in such a manner as to allow the department to evaluate the specific criteria provided by the tenderer.



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SCHEDULE 10

**AUDITED FINANCIAL STATEMENTS FOR THE PAST 3 FINANCIAL YEARS TO BE
ATTACHED TO THIS PAGE**

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RECORD OF ADDENDA TO TENDER DOCUMENTS**

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	DATE	TITLE OR DETAILS
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

.....
SIGNATURE.....
DATE.....
POSITION.....
NAME OF TENDERER**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROCUREMENT OF 26; 1000 LITRE HIGH PRESSURE FIRE
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NCP SCHEDULES

LIST OF NCP FORMS

1. NCP 1
2. NCP 4
3. NCP 7.1

**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROCUREMENT OF 26; 1000 LITRE HIGH PRESSURE FIRE
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INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF COGHSTA

TENDER NO.: NC/22/2022 CLOSING DATE: FRIDAY, 24 FEBRUARY 2023 CLOSING TIME:11H00

DESCRIPTION: BIDS ARE INVITED BY THE DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS OF THE NORTHERN CAPE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROCUREMENT OF 26; 1000 LITRE HIGH PRESSURE FIRE FIGHTING TRAILERS FOR MUNICIPALITIES.

The successful Bidder will be required to fill in and sign a written contract Form (NCP 7)

BID DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:
LARRY MOLEKO LOUW BUILDING

9 CECIL SUSSMAN ROAD

KIMBERLEY 8301

NO BRIEFING SESSION WILL BE HELD

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 (twenty-four) hours a day, 7 (seven) days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE Preferential Procurement Regulations, 2022 (Government Gazette No. 2721, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

THE FOLLOWING PARTICULARS MUST BE FURNISHED.

NAME OF BIDDER:

POSTAL ADDRESS:

STREET ADDRESS:

TELEPHONE NUMBER:

CELLPHONE NUMBER:

FACIMILE NUMBER:

E-MAIL ADDRESS:

VAT REGISTRATION NUMBER:

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NCP 1

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

YES NO

IF YES, ENCLOSE PROOF

.....
SIGNATURE OF BIDDER

.....
DATE

.....
CAPACITY UNDER WHICH THIS BID IS SIGNED

.....
TOTAL BID PRICE

.....
TOTAL NUMBER OF ITEMS OFFERED

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Contact Person: KAREL VISAGIE of CoGHSTA, Tel: (053) 807-9723, e-mail:

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: MR. T. GAOLAOLWE of CoGHSTA, Tel: 053-830 9400, e-mail:
TGAOLAOLWE@NCPG.GOV.ZA

NCP 4

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BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

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



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.....

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether

or not they are bidding for this contract?

YES/NO

- 2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms

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of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

CONTRACT FORM – PURCHASE OF GOODS / WORKS

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

PART 1 (TO BE COMPLETED BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) in accordance with the requirements and specifications stipulated in bid number at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) bidding documents, viz
 - Invitation to bid;
 - Tax Clearance Certificate
 - Pricing Schedule(s);
 - Technical Specification(s);
 - Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations, 2022 (Government Gazette No. 2721;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the tendered Remeasurable quoted cover all the goods and/or works specified in the bidding documents; that the tendered Remeasurable cover all my obligations and I accept that any mistakes regarding the tendered Remeasurable and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any Bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

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NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1.

2.

DATE:

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CONTRACT FORM – PURCHASE OF GOODS / WORKS

PART 2 (TO BE COMPLETED BY THE PURCHASER)

- I, in my capacity as
accept your bid under Reference Number dated
for the supply of goods / works indicated hereunder and/or further specified in the annexure(s).
- An official order indicating delivery instructions is forthcoming.
- I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED), EXCL 14% VAT	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE:



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THE CONTRACT

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AGREEMENT AND CONTRACT DATA

3.1	Form of Offer and Acceptance	74
3.2	Contract Data	82



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Human Settlement & Traditional Affairs

C 1.1: FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROCUREMENT OF 26; 1000 LITRE HIGH PRESSURE FIRE
FIGHTING TRAILERS FOR MUNICIPALITIES**



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Co-operative Governance
Human Settlement & Traditional Affairs

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE**

TENDER NO. NC/22/2022

**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROCUREMENT
OF 26; 1000 LITRE HIGH PRESSURE FIRE FIGHTING TRAILERS FOR
MUNICIPALITIES, NORTHERN CAPE**

FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

**TENDER NO.NC/22/2022: APPOINTMENT OF A SERVICE PROVIDER FOR THE PROCUREMENT OF
26; 1000 LITRE HIGH PRESSURE FIRE FIGHTING TRAILERS FOR MUNICIPALITIES.**

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

**THE OFFERED TOTAL OF THE TENDERED RE-MEASUREABLE CONTRACT EXCLUSIVE OF VALUE
ADDED TAX IS:**

R..... (in figures);

.....

..... (in words).

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

For the

Tenderer

(Name and address of Organisation/Tenderer)

Name & signature

of Witness **Date**



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ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the contract that is the subject of this Agreement.

The terms of the Contract are contained in:

Part C 1: Agreement and Contract Data, which includes this agreement
Part C 2: Pricing Data (Tendered Re-Measurable)
Part C 3: Scope of Work

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C 3 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall within 2 (two) weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives 1 (one) fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within 5 (five) days of the date of such receipt, notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature(s)

Name(s)

Capacity

For the Employer DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE
PRIVATE BAG X5005
KIMBERLEY, 8300

Name & signature of Witness **Date**

SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the Contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract.

1. **Subject**

Details

2. **Subject**

Details

3. **Subject**

Details

4. **Subject**

Details

5. **Subject**

Details

6. **Subject**

Details

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.



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AGREEMENT

The Employer identified below has accepted a Tender Offer by the Contractor for the construction, completion and remedying of defects of the specified Works. Acceptance of the Contractor's Offer shall form an agreement between the Employer and the Contractor upon the terms and conditions contained in the Agreement and in the Contract that is the subject of the Agreement.

THIS AGREEMENT WITNESSES THAT:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - (a) Form of Offer and Acceptance, including Schedule of Deviations
 - (b) Addenda, Schedules
 - (c) Contract Data
 - (d) Tendered (Re-Measurable)
 - (e) Scope of Work (Specifications, drawings)
 - (f) Annexures (as applicable)
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor covenants with the Employer to execute and complete the Works and remedy any defects therein, in conformity with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works and the remedying of defects therein, the tendered Contract at intervals predetermined in the service level agreement and in the manner prescribed by the Contract.

FOR THE CONTRACTOR (SUCCESSFUL TENDERER):

Signature(s)

Name(s)

Capacity

For the
Contractor
(Name and address of organisation)

Name & signature
of Witness
Date

FOR THE EMPLOYER:

Signature(s)

Name(s)

Capacity

For the
Employer DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE
PRIVATE BAG X5005
KIMBERLEY, 8300

Name & signature
of Witness



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CONFIRMATION OF RECEIPT

The Tenderer, identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

At (Place) on the day of (Month) 20 (Year)

FOR THE CONTRACTOR (SUCCESSFUL TENDERER):

Signature(s)

Name(s)

Capacity

For the Contractor
(Name and address of organisation)

Name & signature of Witness **Date**

CONTRACT DATA



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PART 1: DATA PROVIDED BY THE EMPLOYER

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE**

TENDER NO. NC/22/2022

**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROCUREMENT
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MUNICIPALITIES, NORTHERN CAPE**

CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

Variations, amendments and additions to the Housing Code 2009 and Division of Revenue Act as Special Conditions of Contract prescribed by the Employer are set out below.

CONTRACT SPECIFIC DATA

Compulsory Data

The name of the Employer is COGHSTA.

The name of the Employer's Agent is MR TEBOGO GAOLAOLWE, Deputy Director Disaster Management

The Pricing Strategy is a Re-Measureable Contract.

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The address of the Employer is:

Physical address: LARRY MOLEKO LOUW BUILDING
9 CECIL SUSSMAN ROAD
KIMBERLEY
8301



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Postal Address: PRIVATE BAG X5005
KIMBERLEY
8300

E-mail address: bslenkoe@ncpg.gov.za

The address of the Employer's Agent is:

Physical address: LARRY MOLEKO LOUW BUILDING
9 CECIL SUSSMAN ROAD
KIMBERLEY
8301

Postal address: PRIVATE BAG X5005
KIMBERLEY, 8300

E-mail address: TGAOLAOWLE@NCPG.GOV.ZAOV.ZA

The language of the Contract and of written communication shall be English as determined by the Employer and the Employer's Agent at the onset of the Contract.

The Employer's Agent shall retain copyright and property rights on his documentation, etc.

The Employer's Agent is required to obtain the specific approval of the Employer before executing any of the following functions or duties:

1. Nominating the Employer's Agent's Representative
2. Delegation of Employer's Agent's authority

Details to be confidential

The bidder shall treat the details of the work comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without prior written consent from the Department.



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PART 2: DATA PROVIDED BY THE TENDERER



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PART 2: DATA PROVIDED BY THE TENDERER

Clause 1.1.1.9:

The name of the Tenderer is

Clause 1.2.1.2:

The address of the Tenderer is:

Physical address:

.....

.....

Postal address:

E-mail address:

Fax number:

Contact person:

Cell No.:

SIGNED ON BEHALF OF THE TENDERER:

DATE:



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SCOPE OF WORK

**DEPARTMENT OF COORPORATE GOVERNANCE, HUMAN SETTLEMENT AND
TRADITIONAL AFFAIRS**

Sub Directorate: **Disaster Management and Emergency Services**

**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROCUREMENT OF 26; 1000
LITRE HIGH PRESSURE FIRE FIGHTING TRAILERS FOR MUNICIPALITIES**

1. PURPOSE

The purpose of this memorandum is to provide specification for the procurement of 1000 litre high pressure firefighting trailers for the local municipalities in order to fight domestic fires as well as veld fires in the province.

2. BACKGROUND

The Northern Cape Province is prone to drought and veld fires and these risks are captured in the Provincial Hazard profile which gave rise to the development of the Provincial Disaster Management Plan.

In line with the Annual performance plan 2022/2023, the Provincial Disaster Management Centre is expected to support municipalities on functional Fire Brigade Services. The procurement of high-pressure firefighting trailers for 26 local municipalities will enable municipalities to fight both domestic and veld fires in the province and this will lessen the impact of fires in the Northern Cape Province.

3. SPECIFICATION FOR THE FIRE FIGHTING TRAILER

3.1 SCOPE OF WORK

- 1000 litre high pressure firefighting trailer
- Heavy duty trailer chassis platform –designed for off-road use
- 1 800kg braked with run-in brakes
- Heavy duty Knott coupler with emergency brake and park brake assembly
- Heavy duty, dual wheel, jockey-wheel assembly
- 3 x 205R15 steel rims with tyres (Spare wheel included)
- 1000 litre rectangular or oval LLDPE plastic tank(yellow)with 10mm nominal wall thickness 450 screw down lid
- Removable baffle balls
- 1 x heavy duty hose reel (painted) with 100m x 13mm 1-wire hydraulic discharge hose



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- **1 x G20 discharge nozzle**
- **Honda GX200 recoil start petrol engine or similar**
- **HL30X 3 – piston high pressure water pump – direct coupled to engine (no V-belts)**
- **40 bar pressure & 30 l/min flow**
- **Painted one solid colour – Fire engine red**
- **Rear tail lamps, reflective tape, to RTA regulations**
- **Datadot & eNATIS introduction (COF, License & Registration excluded)**
- **Fire beater securing bracket**
- **5 x 26 Aluminium handle fire beaters**
- **Delivery cost to Kimberley**
- **Branding for each 26 trailers reflected as (Donation by COGHSTA to the municipalities (Name of the municipalities must be captured)).**



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LIST OF NORTHERN CAPE LOCAL MUNICIPALITIES

1. DIKGATLHONG LOCAL MUN
2. MAGARENG LOCAL MUN
3. PHOKWANE LOCAL MUN
4. SOL PLAATJE LOCAL MUN
5. GAMAGARA LOCAL MUN
6. GA- SEGONYANA LOCAL MUN
7. JOE MOROLONG LOCAL MUN
8. HANTAM LOCAL MUN
9. KAMIESBERG LOCAL MUN
10. KAROO HOOGLAND LOCAL MUN
11. KHAI-MA LOCAL MUN
12. NAMA KHOI LOCAL MUN
13. RICHTERSVELD LOCAL MUN
14. EMTHANJENI LOCAL MUN
15. KAREEBERG LOCAL MUN
16. RENOSTERBERG LOCAL MUN
17. SIYANCUMA LOCAL MUN
18. SIYATHEMBA LOCAL MUN
19. THEMBELIHLE LOCAL MUN
20. UBUNTU LOCAL MUN
21. UMSOBOMVU LOCAL MUN
22. DAWID KRUIPER LOCAL MUN
23. ! KHEIS LOCAL MUN
24. KAI! GARIB LOCAL MUN
25. KGATELOPELE LOCAL MUN
26. TSANTSABANE LOCAL MUN