



**CITY OF TSHWANE METROPOLITAN MUNICIPALITY**

**EMERGENCY SERVICES DEPARTMENT**

**TENDER NUMBER:**

**ES 15 - 2024/25**

<b>TENDER DESCRIPTION:</b>	<b>TENDER FOR THE SUPPLY AND DELIVERY OF EMERGENCY SERVICES TRENCH AND STRUCTURAL RESCUE EQUIPMENT TO THE CITY OF TSHWANE, EMERGENCY SERVICES DEPARTMENT FOR A PERIOD OF THREE (3) YEARS AS AND WHEN REQUIRED.</b>
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**NAME OF BIDDER:** .....

**CSD NUMBER:** .....

**VENDOR NUMBER (WHERE APPLICABLE)** .....

Prepared by:  
City of Tshwane Metropolitan Municipality  
Tshwane House  
320 Madiba Street  
Pretoria CBD  
0002  
Tel: 012 358 9999

**BID CLOSING DATE**

**5 August 2025**

Only bidders registered on the central supplier database (CSD) and with a CSD number will be considered for this tender, as this is a requirement from the National Treasury.

“Note: Bidders are required to submit electronic copies of the bid either by memory stick/USB flash drive/CD/DVD together with the hard copy of the Bid/Proposals”





## CITY OF TSHWANE METROPOLITAN MUNICIPALITY

DEPARTMENT: EMERGENCY SERVICES DEPARTMENT

Bids are hereby invited from suppliers for the following bid:

Bid number	Description	Department	Contact person	compulsory briefing session	Closing date
ES 15 2024/25	Tender for the supply and delivery of Emergency Services trench and structural rescue equipment to the City of Tshwane, Emergency Services Department for a period of three (3) years as and when required.	Emergency Services Department	Louis Lewis 012 358 2020 or louisl@tshwane.gov.za	Venue: Pieter Delpont Centre 133 Beckett Street, Arcadia Pretoria Date: 8 July 2025 at 10:30	5 August 2025 at 10:00 am

**THE DOCUMENT IS DOWNLOADABLE ON THE TSHWANE WEBSITE**

**([www.tshwane.gov.za](http://www.tshwane.gov.za)) and on the E-tender portal ([www.etenders.gov.za](http://www.etenders.gov.za)).**

**Each tender shall be enclosed in a sealed envelope that bears the correct identification details and shall be placed in the tender box located at:**

**“Note: Bidders are required to submit electronic copies of the bid either by memory stick/USB flash drive/CD/DVD together with the hard copy of the Bid/Proposals”**

**Tshwane House  
320 Madiba Street  
Pretoria CBD  
0002**

**Documents must be deposited in the bid box not later than 10:00am on 5 August 2025**

**Bidders must contact the following officials for any enquiries:**

- Technical enquiries: Louis Lewis (012 358 2020 or [louisl@tshwane.gov.za](mailto:louisl@tshwane.gov.za))
- Supply chain enquiries: Oshebeng Leballo (012 358 6395 or [Oshebeng.Leballo@tshwane.gov.za](mailto:Oshebeng.Leballo@tshwane.gov.za))

**Bids will remain valid for a period of 90 days after the closing date.**



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## VERY IMPORTANT NOTICE ON DISQUALIFICATIONS

A bid that does not comply with the peremptory requirements stated hereunder will be regarded as not being an “acceptable bid”, and such a bid will be rejected. An “acceptable bid” means any bid which, in all respects, complies with the conditions of the bid and the specifications as set out in the bid documents, including the conditions as specified in the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and related legislation as published in *Government Gazette* 22549, dated 10 August 2001, in terms of which provision is made for this policy.

1. If any pages have been removed from the bid document and have therefore not been submitted or if a copy of the original bid document has been submitted.
2. If the bid document is completed using a pencil or Tippex corrections were made, or any other colour ink. Only black ink must be used to complete the bid document.
3. The bidder attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.
4. The bid has been submitted after the relevant closing date and time.
5. If any bidder who, during the last five years, has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
6. The accounting officer must ensure that, irrespective of the procurement process followed, no award may be given to a person –
  - (a) who is in the service of the state;
    - i. if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or
    - ii. who is an advisor or consultant contracted to the municipality in respect of a contract that would cause a conflict of interest.
7. Bid offers will be rejected if the bidder or any of his/her directors are listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004) as a person prohibited from doing business with the public sector.
8. Bid offers will be rejected if the bidder has abused the City of Tshwane supply chain management system.
9. Failure to complete and sign the certificate of independent determination or disclosure of wrong information.
10. Duly Signed and completed MBD forms (MBD 1, 4, 5, 8 and 9) The person signing the bid documentation must be authorised to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or delegation of authority should be submitted with the bid document.
11. All MBD documents fully completed (i.e. no blank spaces) and fully signed, By the authorized personnel.



12. False or incorrect declarations on any of the MBD documents will result in the rejection of the bidder.
13. It is the responsibility of the bidder to disclose in MBD4 any interest in any other related companies or business whether they are bidding for this contract. Failure to disclose this interest will result in the rejection of the bid.
14. Joint Ventures (JV) – (Only applicable when the bidder tender as a joint venture)
  - i. Where the bidder bid as a Joint Ventures (JV), the required or relevant documents under administrative requirements must be provided/submitted for all JV parties. (These include MBD4, MBD5, MBD8, MBD 9, CSD and/ or SARS pin, Confirmation that the bidder's municipal rates and taxes are up to date.)
  - ii. In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties.
  - iii. It is a condition of this bid that the successful bidder will continue with same Joint Venture (JV) for the duration of the contract, unless prior approval is obtained from City of Johannesburg.
  - iv. JV agreement must be complete, relevant and signed by all parties.

Failure to comply with the above will lead to immediate disqualification.

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**Bidder**



## **CERTIFICATE OF AUTHORITY FOR SIGNATORY**

Status of concern submitting tender (delete whichever is not applicable):

COMPANY/PARTNERSHIP/ONE-PERSON BUSINESS/CLOSE CORPORATION/JOINT VENTURE

### **A. COMPANY**

If the bidder is a company, a certified copy of the resolution of the board of directors that is personally signed by the chairperson of the board, authorising the person who signs this bid to do so and to sign any contract resulting from this bid, and any other documents and correspondence in connection with this bid or contract on behalf of the company, must be submitted with this bid.

An example is shown below:

By resolution of the board of directors on ..... 20.....,  
Mr/Ms ..... has been duly  
authorised to sign all documents in connection with  
Bid Number .....

**SIGNED ON BEHALF OF THE COMPANY:** .....

**IN HIS/HER CAPACITY AS** .....

**DATE:** .....

**SIGNATURE OF SIGNATORY:** .....

**WITNESSES:** 1. ....

2. ....



## B. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
.....	.....	.....
.....	.....	.....
.....	.....	.....

We, the undersigned partners in the business trading as ....., hereby authorise ..... to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid or contract on our behalf.

.....	.....	.....
<b>Signature</b>	<b>Signature</b>	<b>Signature</b>

.....	.....	.....
<b>Date</b>	<b>Date</b>	<b>Date</b>

## C. ONE-PERSON BUSINESS

I, the undersigned, ....., hereby confirm that I am the sole owner of the business trading as .....

.....	.....
<b>Signature</b>	<b>Date</b>



#### **D. CLOSE CORPORATION**

In the case of a close corporation submitting a bid, a certified copy of the founding statement of such corporation shall be included with the bid with a resolution by its members, authorising a member or other official of the corporation to sign the documents and correspondence in connection with this bid or contract on behalf of the company.

An example is shown below:

By resolution of the members at the meeting on ..... 20..... at .....  
....., Mr/Ms ....., whose  
signature appears below, has been duly authorised to sign all documents in  
connection with Bid Number .....

**SIGNED ON BEHALF OF THE CLOSE CORPORATION:** .....

**IN HIS/HER CAPACITY AS:** .....

**DATE:** .....

**SIGNATURE OF SIGNATORY:** .....

**WITNESSES:**       1. ....

                          2. ....



## E. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this bid offer in joint venture and hereby authorise Mr/Ms ..... , authorised signatory of the company..... , acting in the capacity of the lead partner, to sign all documents in connection with the bid 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: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....



**EMERGENCY SERVICES DEPARTMENT**

**BID NAME**

Tender for the supply and delivery of Emergency Services trench and structural rescue equipment to the City of Tshwane, Emergency Services Department for a period of three (3) years as and when required.

**BID NUMBER**

ES 15 - 2024/25

**1. BACKGROUND**

There is an annual provision in the departmental budget to procure trench and structural rescue equipment/material. The replacement of obsolete and irreparable equipment, buying additional equipment is a continuous process. It is to sufficiently equip the service with the required equipment to ensure that efficient and effective uninterrupted service delivery is rendered to communities of Cot. The equipment will be utilized at all fire stations throughout the City of Tshwane. The communities of the City of Tshwane will benefit directly and indirectly from this project since the equipment will be used to fight fires and to rescue communities that are in danger. Daily equipment checks lists supervised by company commanders will be done as a control and monitoring measures.

**2. PROJECT SCOPE**

It is the intent of the City of Tshwane that these specifications cover the supply, delivery and off-loading of trench and structural rescue equipment on an as and when required basis for a period of three (3) years.

With a view of obtaining the best results and the most acceptable product for service in the Emergency Services Department, these specifications cover only the general requirements. Minor details of materials where not otherwise specified are left to the discretion of the bidder.

All trench and structural equipment shall be new and of the highest quality. They shall be protected from damage; any damaged, flawed or defaced materials shall be rejected and replaced at a cost to the service provider. The Supplier shall warrant that the materials shall be of the highest grade, in accordance with the best practices and ready and complete for full operation.

**3. DELIVERABLES**

ITEM 1: LAMINATED BEAM. STRUCTURAL COLLAPSE	DETAIL OF OFFER (to be completed by Bidder)  <hr/> <hr/>
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Laminated Beam shall meet the following requirements:

- Shall be of Saligna wood
- Dimensions:
  - Width = 100mm
  - Thickness = 100mm
  - Length = 3.5

For example:

This image shows a single sheet of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slight shadow on the right side, suggesting it's resting on a surface.

## ITEM 2: SOLID TIMBER

Solid Timber shall meet the following requirements:

- Shall be of Pine wood
- Dimensions:
  - Width = 100mm
  - Breath = 50mm
  - Length = 3.5

For example:



**DETAIL OF OFFER (to be completed by Bidder)**

[illegible]

ITEM 3: PLYWOOD SHEETS.

## DETAIL OF OFFER (to be completed by Bidder)



The Plywood Sheet shall meet the following requirements:

- Manufactured with high quality face and core biologically durable hardwoods throughout.
- Use exterior phenolic resin glue to give long life in humid and wet conditions
- Dimensions:
- Thickness= 9.00mm
- Width = 1220mm
- Length = 2440mm

For example:



#### ITEM 4: MARINE PLYWOOD SHEETS

The Marine Plywood Sheet shall meet the following requirements:

- Manufactured with high quality face and core biologically durable hardwoods throughout.
- Use exterior phenolic resin glue to give long life in humid and wet conditions.
- Number of plies = 3
- Dimensions:
- Thickness= 9.00mm
- Width = 1220mm
- Length = 2440mm
- Weight = 17.2 Kg/m<sup>2</sup>

For example:

DETAIL OF OFFER (to be completed by Bidder)





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## ITEM 5: LAMINATED BEAM

Laminated Beam shall meet the following requirements:

- Shall be of Saligna wood
- Dimensions:
  - Width = 150mm
  - Thickness = 150mm
  - Length = 3500mm

For example:



### DETAIL OF OFFER (to be completed by Bidder)

[illegible]

## ITEM 6: LAMINATED BEAM.

Laminated Beam shall meet the following requirements:

- Shall be of Saligna wood
- Dimensions:
  - Width = 100mm

## DETAIL OF OFFER (to be completed by Bidder)

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- Thickness = 100mm
  - Length = 3500mm
- For example:
- 

For example:

[illegible]

## ITEM 7: SOLID TIMBER

Solid Timber shall meet the following requirements:

- Pine Wood
- Dimensions:
  - Width = 150mm
  - Thickness = 50mm
  - Length = 3.5m
- The bidder shall provide a brochure from the manufacturer covering the product offered which shall give the main features of the product

For example: \_\_\_\_\_



DETAIL OF OFFER (to be completed by Bidder)	
1	Item Description
2	Unit
3	Quantity
4	Unit Price
5	Total Price
6	Remarks

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There is no handwriting or other markings on the paper.

## ITEM 8: Wooden Plank

The wooden plank shall meet the following requirements:

- Pine Wood
- Dimensions:
  - Thickness = 50mm
  - Width = 300mm
  - Length = 3500mm

DETAIL OF OFFER (to be completed by Bidder)	
1	Item Description
2	Unit
3	Quantity
4	Unit Price
5	Total Price
6	Remarks

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For example :



**ITEM 9: ADJUSTABLE TRENCH SHORING  
PROP / STRUT (1.20M)**

The 1.20m Adjustable rescue Prop / Strut shall meet or exceed the following minimum requirements:

- The 1.20m adjustable rescue Prop / Strut must a telescopic tubular steel piece of construction purpose.
- When closed, the height of the adjustable rescue Prop / Strut shall be 0.70m'
- When opened, the maximum height shall be 1.20m
- The height must be adjustable using a long diameter screw thread on the outside of the tube.
- The screw thread must allow micro adjustments when tightened.
- Mast include swivelling footplates so that it can be used a shoring 'push and pull' to support concrete formwork horizontal shoring.
- Material: High-Grade Steel.
- Treatment: Hot Dipped Galvanized Steel
- Colour: Hi-Vis Orange Oven baked Powder Coat
- Weight: 10.6 kg

For example :

**DETAIL OF OFFER (to be completed by Bidder)**





ITEM 10: ADJUSTABLE TRENCH SHORING  
PROP / STRUT (3.20M)

The 3.20m adjustable rescue Prop / Strut shall meet or exceed the following requirements:

- The 3.20m adjustable rescue Prop / Strut must a telescopic tubular steel piece of construction purpose.
- When closed, the height of the adjustable rescue Prop / Strut shall be 2.10m
- When opened, the maximum height shall be 3.20m
- The height must be adjustable using a long diameter screw thread on the outside of the tube.
- The screw thread must allow micro adjustments when tightened.
- Mast include swivelling footplates so that it can be used a shoring 'push and pull' to support concrete formwork horizontal shoring.
- Material: High-Grade Steel.
- Treatment: Hot Dipped Galvanized Steel
- Colour: Hi-Vis Orange Oven baked Powder Coat
- Weight: 21.2 kg
- Dimensions: 210 × 15 × 15 cm

For example:

DETAIL OF OFFER (to be completed by Bidder)

[illegible]





ITEM 11: ADJUSTABLE TRENCH SHORING  
PROP / STRUT (5.60M)

The 5.60m adjustable rescue Prop / Strut shall meet or exceed the following requirements:

- The 3.20m adjustable rescue Prop / Strut must a telescopic tubular steel piece of construction purpose.
- When closed, the height of the adjustable rescue Prop / Strut shall be 4.50m
- When opened, the maximum height shall be 5.60m
- The height must be adjustable using a long diameter screw thread on the outside of the tube.
- The screw thread must allow micro adjustments when tightened.
- Mast include swivelling footplates so that it can be used a shoring 'push and pull' to support concrete formwork horizontal shoring.
- Material: High-Grade Steel.
- Treatment: Hot Dipped Galvanized Steel
- Colour: Hi-Vis Orange Oven baked Powder Coat
- Weight: 32.2 kg
- Dimensions: 450 × 15 × 15 cm

For example:

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DETAIL OF OFFER (to be completed by Bidder)

[illegible]



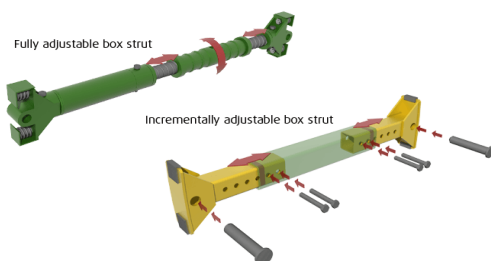


## ITEM 12: MINI TRENCH BOX

The Mini Trench Box shall meet or exceed the following requirements:

- Have fully adjustable or incrementally adjustable strut,
- Come with handrail and ladder safe panels available.
- Come with four-way handling point to aid safe assembly.
- Plate Length: Base- 3.0 m & Top Ext- 3.0 m
- Plate Height: Base- 2.0 m & Top Ext. -1 m
- Plate Thickness: Base- 60 (mm) & Top Ext- 60 mm
- Overall Trench Width: Base - 0.66 - 4.41 m & Top Ext- 0.66 - 4.41
- Internal Width: Base- 0.54 - 4.29 (m) & Top Ext-
- Weight\*: Base-1445 (kg) & Top Ext- 800 Kg
- Distance Between Struts Base: 2.55 (m) & Top Ext-2.55m
- Strut Clearance Height: 1.2/0.9 (m)

For example:



DETAIL OF OFFER (to be completed by Bidder)



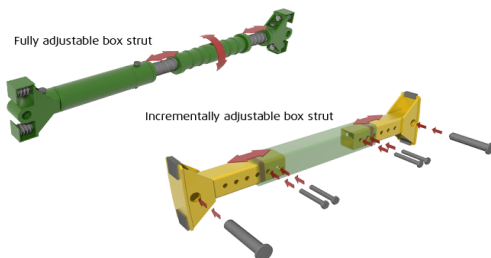


## ITEM 13: STANDARD TRENCH BOX.

The Standard Trench Box shall meet or exceed the following requirements:

- Have fully adjustable or incrementally adjustable strut,
- Come with hand rail and ladder safe panels available
- Come with four-way handling point to aid safe assembly
- Plate Length: Base- 3.5 m & Top Ext- 3.5m
- Plate Height: Base 2.6m & Top Ext- 1.3m
- Plate Thickness: Base- 100 (mm) & Top Ext- 100 m
- Overall Trench Width: Base- 1.3-4.9m & Top Ext-0.74-4.5m
- Internal Width: Base- 1-4.65 (m) & Top Ext- 0.54-4.29 m
- Weight\*: Base -3830\* (kg) & Top Ext- 1320 m
- Distance Between Struts: Base- 3.1 (m) & Top Ext -3.1m
- Strut Clearance Height: 1.4 (m)

For example:



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DETAIL OF OFFER (to be completed by Bidder)

[illegible]





## ITEM 14: SHORE TRENCH STRUT KIT

The Pneumatic Trench Equipment shall be made up of a set of different length struts and extensions as per specifications:

- Two ACME thread strut 31-38cm
- Six ACME thread strut 48-62cm
- Four ACME thread strut 64-91cm
- Two ACME thread strut 94-147cm
- Two Lock stroke strut 64-91cm
- Four Strut extension 15cm
- Six Strut extension 30cm
- Six Strut extension 61cm
- Eight square rigid base 15,2cm
- Four Shoring hammers
- One dual Deadman strut controller  
G3/17,2 BAR
- One strut regulator G3 20.7BAR
- Two yellow air hose 9.5mm diameter x  
10m
- Two red air hose 9.5mm diameter x 10m
- One black air hose 9.5mm diameter x 5m
- Strut distribution model (2x couplings  
and 1x nipple)
- Twenty-four square swivel 15,2cm

Example:

## Struts



Square swivel base



## Hammer



DETAIL OF OFFER (to be completed by Bidder)







The equipment shall be made up to set up at least a Double Absolute Raker Shore with all its attachments and components following the specifications and limitations.

The double absolute raker set must be able to create a 5,5m vertical insertion point double raker or be recombined to create 3 separates flying rakers with up to 12,2m horizontal coverage.

Technical specifications for thread struts:

- 7,62 cm diameter aluminum alloy tube with aluminum alloy movable shaft
- Locking collar on a square thread for infinite adjustment and full surface contact of the shaft through the collar into the tube.
- Threaded shaft and collar always default to a locked position ensuring load support is always maintained regardless of user intervention.
- Lightly textured knurled locking collar for easy grip
- Easy tool-less screw shaft removal for quick field cleaning and repair
- Hard coat anodized for protection and longevity.
- Extendable by pneumatic controls
- All pneumatic fittings made of non-sparking corrosion-resistant brass.
- Large brightly coloured labelling system denoting strut size.
- Simple visual representation of strut extension lengths to assist rescuers in gauging how much extension remains when in use.

The structural collapse kit shall be made up of a set of different length struts and extensions as per specifications:

- Six hinged base 12w/anchor rings
- Twelve raker rail latch
- Six raker rail
- Two raker rail junction
- Two raker junction base
- Twenty-four clamp and clevis
- Six longshore adjustable brace b23
- Nine longshore adjustable brace B57
- Two longshore extension 135
- Nine longshore extension 235
- Six longshore strut 610
- Six longshore extension 635



- Four raker rail splice
- Six raker angle base
- Three latch holders
- Two shoring hammers

Example:



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ITEM 17: LONGSHORE STRUTS AND  
EXTENSION KIT

### Longshore Struts Specifications:

- 3.5" (8,89 cm) diameter aluminum alloy tube with aluminum alloy movable shaft
- Locking collar on square thread for infinite adjustment and full surface contact of the shaft through the collar into the tube.
- Threaded shaft and collar always default to the locked position ensuring load support is always maintained regardless of user intervention.
- Lightly textured knurled locking collar for easy grip
- Easy tool-less screw shaft removal for quick field cleaning and repair
- Hard coat anodized for protection and longevity.
- Extendable by pneumatic controls
- All pneumatic fittings made of non-sparking corrosion-resistant brass.
- Large brightly colored labelling system denoting strut size.
- Simple visual representation of strut extension lengths to assist rescuers in gauging how much extension remains when in use.

The longshore rescue kit shall be made up of a set of different length struts and accessories as per the following specifications:

- Four longshore Strut 203 66-91 cm
- Four longshore Strut 304 91-127 cm
- Four longshore Strut 406 122-185 cm
- Four longshore Strut 610 183-295 cm

## DETAIL OF OFFER (to be completed by Bidder)

[illegible]



- Four longshore Strut 1016 290-503 cm
- One longshore & pneumatic impact tool regulator 379.2-20.7bar
- One DUAL Deadman strut controller milled from aircraft-grade aluminium and hard coat anodized to be tough and durable. Shall have green buttons to inflate and red to deflate. Shall have an integrated safety valve to prevent over pressurization.
- Two pressure regulators: will give warnings if couplings not correctly connected and to relieve air pressure. The piston type regulator shall have a pressure range of 0-380bar and an output pressure of 14.8bar.
- Two strut distribution modules
- Twenty-four shoring swivel bases 15.2cm
- Twenty rigid bases 15.2cm
- Twelve stabilizations hinged base 30,5cm x 30,5cm
- Twelve raker rail latches
- Six rail latch holders
- Twelve raker rail junction bases
- Twelve Raker rail junctions
- Six Clamps
- Four longshore adjustable bases
- Two shoring hammers
- Two raker rail splices
- Three raker angle bases
- One yellow and one red 9.5 diameter x 6m long Pneumatic hoses with a working pressure of 20.7 bar
- Two Y-couplings and maxi force nipple



Regulator      Dual Deadman controller

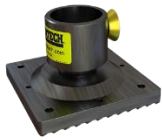


Pressure regulator      Strut distribution models.

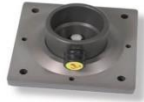


Swivel base      Rigid base





Hinged base



Raker rail latch.

[illegible]

## ITEM 18: WALER SYSTEM KIT

The Waler system kit shall be made up of a set as per the following specifications:

- Four Walter rail 6ft
- Four Walter rail 8ft
- Sixteen stop blocks
- Four Waler connectors
- Four Outside Mechanical Thrust Block
- Four inside Mechanical Thrust Block
- L-Trench Adapter Set

Example:



DETAIL OF OFFER (to be completed by Bidder)

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## ITEM 19: GRIB KIT

The Grip Kit shall meet or exceed the following requirements:

- (12) 5.08 x 10.16 x 45.72 cm Pyramid Crib
- (4) 5.08 x 10.16 x 30.48 cm Wedge
- (18) Hybrid Crib 10.16 x 10.16 x 45.72 cm
- (4) 10.16 x 10.16 x 50.8 cm Wedge
- (3) 15.24 x 17.78 x 60.96 cm Super Crib
- (2) 15.24 x 17.78 x 60.96 cm Super Wedge
- (2) 7.62 x 21.59 cm Long Wedge
- (2) 15.24 x 21.59 cm Long Wedge
- (2) 2.54 cm Thick x 22.86 cm Sq. Turtle Lock Block
- (2) 5.08 cm Thick x 22.86 cm Sq. Turtle Lock Block
- (2) 7.62 cm Thick x 22.86 cm 9" Sq. Turtle Lock Block
- (2) Standard Step Chock
- (2) Pair of Wheel Chocks
- (1) 45.72 x 45.72 x 3.81 cm Mod Pad with Level
- (2) Top Bag Pad

Example:



DETAIL OF OFFER (to be completed by Bidder)

[illegible]

## ITEM 20: COMPOUND SLIDING SAW.

The Compounding Sliding saw shall meet the following minimum requirements:

## DETAIL OF OFFER (to be completed by Bidder)

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- [illegible]

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**ITEM 21: INDUSTRIAL NAIL GUN**

Description: Industrial air-powered coil Nailer gun.

### Features:

- Rubber hand grip for increased comfort
- Saw tooth safety for toenailing.
- Switchable trigger for bump fire or sequential operation.
- Durable impact resistant case
- Compatible with 15" wire welded coil nails.
- Rapid fire: 10 times/sec
- Lightweight and compact

Technical specification shall not be less than what is indicated below:

- Load capacity: 250 Nails
- Operating Pressure: 70-120 PSI
- Air Inlet: 9.5 NPT
- Fasteners: 28 degree wire weld framing nails from 50mm – 90mm

15 x Nail gun cartridges with nails to be provided with the unit.

Example:



### DETAIL OF OFFER (to be completed by Bidder)

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

## ITEM 22: COMPRESSOR

**DETAIL OF OFFER (to be completed by Bidder)**



The compressor will be utilised to operate the nail gun and shall provide enough pressure to support the nail gun to obtain the best results.

The compressor shall meet the following requirements:

- 2.2kW piston (3HP)
- Compressor belt drive
- Tank capacity:150lt
- 220v Single phase
- Working pressure: 10bar
- Shall weight not more than 130kg
- Shall have fixed durable wheels to move the unit around.
- The compressor shall come with 1x 10m and 1x 20m high pressure hose with the connections for the nail gun.

Example:

[illegible]

### ITEM 23: TABLE SAW

The table saw shall meet the following requirements:

- 250mm tilting table saw.
- Shall allow for rack and pinion adjustment.
- Motor output: 2.2Kw (3HP)
- Voltage: 230v
- Frequency: 60-50 HZ
- No load speed: 3400 RPM
- Blade bore: 16mm
- Blade tilt: 0-45 degrees
- Table size without extensions: 508 x 686mm
- Table size with extensions:
- 1 117 x 686 mm

Four table saw blades to be supplied with the unit:

**DETAIL OF OFFER (to be completed by Bidder)**[illegible]



- Disk size: 250mm
- Bore size 16mm
- Teeth: Shall have no less than 50 teeth

Example:




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#### ITEM 24: ALUMINIUM SPEED SQUARE

The aluminium speed square shall provide measurements in mm's and in cm. Shall be able to provide a 45 degree and 90-degree angles with a support footing at the bottom. The length of measurement shall be not less than 70cm.

Example:



#### DETAIL OF OFFER (to be completed by Bidder)

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#### ITEM 25: MEASURING TAPE

The tape measure shall be not less than 10m

Example:



#### DETAIL OF OFFER (to be completed by Bidder)

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### ITEM 26: SPIRIT LEVEL

The spirit level shall be manufactured from aluminium and 1m in length.

Example:



### DETAIL OF OFFER (to be completed by Bidder)

[illegible]

### ITEM 27: CONCRETE CHAINSAW

The concrete cutter shall meet the following requirements:

- Concrete cutting saw shall be petrol powered.
- Minimum of 450mm cutting depth
- Minimum 4.8kw output power
- Diamond core cutting chain
- Blade thickness 5.7mm max
- Peripheral speed 26m/s max
- Length 456mm
- Width 294mm
- Height 380mm
- Weight 9.6kg
- Sound power level 115 db
- Sound pressure level at operator ear 104 db
- Vibrations left/front handle 3,6m/s
- Vibrations right/rear handle 4,7m/s
- Wet cutting ability
- Cutting cast concrete
- 2x 450mm in length diamond core cutting chains to be provided.

Example:

**DETAIL OF OFFER (to be completed by Bidder)**[illegible]





**ITEM 28: CORE DRILL & CORE DRILL  
STAND WITH ACCESSORIES**

The core drill shall meet the following requirements:

- Versatile diamond coring machine for handheld or rig-based coring from 8-162 mm in diameter
- Base material: Concrete, Reinforced concrete, Asphalt, Masonry
- Operation mode: Hand-held or rig-mounted drilling system
- Shall provide high motor performance and a sturdy three-speed gearing for optimum drilling speed.
- 360-degree adjustable side handle with integrated dust and water management functions

The core drill stand shall meet the following requirements:

- Base plate dimensions shall be not less than (L x W): 470 x 246 mm
- Drill stand height not less than: 953 mm
- To fit specified core drill

Accessory set for fastening drill stand.

- 1x Hammer drill bit 52mm (diameter)
- 50x Flush anchor
- 1x Jack screw
- 1x Setting tool
- 1x Nut
- 1x Blow-out bulb 8mm
- 1x Ear protectors
- 1x Marker pen
- 1x Case for contents

Shall be supplied with 5x drill bits:

- Diamond tipped.

**DETAIL OF OFFER (to be completed by Bidder)**[illegible]



- Base materials: Masonry/reinforced.
- Drilling mode: Hand-held, Rig-mounted
- Wet or dry operation: Dry
- Minimum working length :320mm
- Minimum Diameter :52mm

Corr drill water supply unit:

The water supply unit will be an additional accessory utilised to provide water for diamond drilling. The unit shall have a capacity of not less than 10liters and will come with a set of hoses and connectors

Example (Core drill):



Example Stand):



Core drill water supply unit:





Example (Accessory set for fastening drill stand):



**ITEM 29: CONCRETE BREAKER**

- The concrete breaker shall meet the following minimum requirements:
- Two 500mm pointed chisels to be supplied.
  - Two 32mm (W) x 500mm (L) flat chisels to be supplied.
  - Grease for Maintenance

Technical data:

- Working direction: Floor
- Tool chuck type: TE-S
- Weight according without battery: 14.5 kg
- Single impact energy: 35 J
- Full hammering frequency: 1800 impacts/minute
- Max. chiselling performance: 14200 cm<sup>3</sup>/min

**DETAIL OF OFFER (to be completed by Bidder)**

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- Dimensions (LxWxH): 731 x 574 x 146 mm
- Triaxial vibration for chiselling in concrete:  $\text{m/s}^2$  1
- Dust removal system available.
- A-weighted emission sound pressure level: 85 dB (A) 2
- Rated input power: 2100 W
- The bidder shall provide a brochure from the manufacturer covering the product offered which shall give the main features of the product and information on compliance with standards.

Example:

[illegible]

### ITEM 30: ROTARY HAMMER DRILL

The rotary hammer drill will be utilized for heavy-duty drilling in concrete and shall meet the following minimum requirements:

- Active Torque Control (ATC)
- Active Vibration Reduction (AVR)
- Brushless SR motor and double-chamber lubrication systems for longer service intervals
- Dust removal system which collects up to 95% of dust
- Detachable supply cord for quicker and easier replacement.

### DETAIL OF OFFER (to be completed by Bidder)

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- Hammer drilling in concrete, masonry, and natural stone with drill bits 12 - 150 mm in diameter.
- Drilling holes for heavy-duty anchors from 20-40 mm in diameter
- 4x 20mm drill bits to be delivered
- 4x 30mm drill bits to be delivered
- 4x 40mm drill bits to be delivered
- 4x 55mm drill bits to be delivered



#### Technical data

- Hammer drilling diameter range: 12 - 55 mm
- Optimum hammer drilling range: 20 - 55 mm
- Hammer drilling RPM: 245 rpm
- Full hammering frequency: 2830 impacts/minute
- Functionality: Active Torque Control (ATC), Chiselling, Power reduction, Active Vibration Reduction (AVR)
- Triaxial vibration value for hammer drilling into concrete (ah,HD): 8.6 m/s<sup>2</sup> 1
- The bidder shall provide a brochure from the manufacturer covering the product offered which shall give the main features of the product and information on compliance with standards.

Example:



## 4. STAGES OF EVALUATION

This bid will be evaluated in three (3) evaluation stages namely:

- **Stage 1:** Administrative compliance
- **Stage 2:** Mandatory requirements
- **Stage 3:** Preference Points System



## Stage 1: Administrative compliance

All the bids will be evaluated against the administrative responsiveness requirements as set out in the list of returnable documents.

<b>Compulsory Returnable Documentation (Submission of these are compulsory)</b>	<b>Submitted (YES or NO)</b>	<b>Checklist (Guide for Bidder and the Bid Evaluation Committee)</b>
a) To enable The City to verify the bidder's tax compliance status, the bidder must provide; <ul style="list-style-type: none"> <li>• Tax compliance status PIN.</li> <li>or</li> <li>• Central Supplier Database (CSD)</li> </ul>		Tax status must be compliant before the award.
b) A copy of their Central Supplier Database (CSD) registration; or indicate their Master Registration Number / CSD Number;		CSD must be valid.
c) Confirmation that the bidding company's rates and taxes are up to date: Original or copy of Municipal Account Statement of the Bidder (bidding company) not older than 3 months and account must not be in arrears for more than ninety (90) days; or ,signed lease agreement or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are operating in that area		Was a Municipal Account Statement or landlord letter provided for the bidding company? The name and / or addresses of the bidder's statement correspond with CIPC document, Address on CSD or Company profile? Are all payment(s) up to date (i.e. not in arrears for more than 90 days?
d) In addition to the above, confirmation that all the bidding company's owners / members / directors / major shareholders rates and taxes are up to date: • Original or copy of Municipal Account Statement of all the South African based owners / members / directors / major shareholders not older than 3 months and the account/s may not be in arrears for more than ninety (90) days; or a signed lease agreement of owners / members / directors / major shareholders or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are residing in that area		Was a Municipal Account Statement or landlord letter provided for the bidding company? The name and / or addresses of the bidder's statement correspond with CIPC document, Address on CSD or Company profile? Are all payment(s) up to date (i.e. not in arrears for more than 90 days?
e) Duly Signed and completed MBD forms (MBD 1, 4, 5, 8 and 9) The person signing the bid documentation must be authorized to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or delegation of authority should be submitted with the bid document.  <b>NB: Bidders must ensure that the directors, trustees, managers, principal shareholders, or stakeholders of this company, declare any interest in any other related companies or</b>		All documents fully completed (i.e. no blank spaces)? All documents fully signed by (any director / member / trustee as indicated on the CIPC document, alternatively a delegation of authority would be required? Documents completed in black ink (i.e. no "Tippex" corrections, no pencil, no other colour ink, or <b>non-submission of the MBD forms</b> , will be considered)?



Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
business, whether or not they are bidding for this contract. <u>See Question 3.14 of MBD 4.</u> <u>Failure to declare interest will result in a disqualification</u>		
f) Audited Financial Statements for the most recent three (3) years or Audited Financial Statements from date of existence for companies less than three years old. <b>NB:</b> The bidder must submit signed audited annual financial statements for the most recent three years, or if established for a shorter period, submit audited annual financial statements from date of establishment.  If the bidder is not required by law to prepare signed annual financial statements for auditing purposes, then the bidder must submit proof that the bidder is not required by law to prepare audited financial statements.		Applicable for tenders above R10m in conjunction with MBD 5)  Are Audited financial statements provided (Audited financials must be signed by auditor) Or proof that the bidder is not required by law to prepare audited financial statements.
g) Joint Ventures (JV) – (Only applicable when the bidder tenders as a joint venture) Where the bidder bids as a joint venture (JV), the required or relevant documents as per (a) to (f) above must be provided for all JV parties. In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties. <b>NB:</b> It is a condition of this bid that the successful bidder will continue with the same Joint Venture (JV) for the duration of the contract unless prior approval is obtained from the City.		If applicable. JV agreement provided? JV agreement complete and relevant? Agreement signed by all parties? All required documents as per (i.e. a to f) must be provided for all partners of the JV.
h) Bidder attended a compulsory briefing session where applicable		A compulsory briefing register must be signed by the bidder.  <b>Bidders will be disqualified should they fail to attend compulsory briefing session</b>
i) Pricing schedule (All items must be quoted for in pricing schedule and if not, all items are quoted the bidder will be disqualified). Unless the tender is awarded per item or per section where the bidder only quoted the items or sections, they are interested in.		Incomplete pricing schedule results in totals being incomparable. Bidder must be disqualified.  <b>Bidder will be disqualified should they make corrections on the price schedule without attaching a signature or initialising thereto.</b>  <b>Bidder will be disqualified should they use tippex/ correction ink, on the price schedule.</b>



## Stage 2: Mandatory requirements

Bidders must provide two reference letters (indicating the description of the goods or services provided on a letterhead containing contact details of the client) or two appointment letters or two purchase orders not older than 5 years for similar work done for other clients.

## Stage 3: Preference point system

The preferential point system used will be the 80/20 points system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Regulations 2022.

- 80 points for price
- 20 points for Specific goals

### SPECIFIC GOALS

- Bidders are required to submit supporting documents for their bids to claim the specific goal points.
- Non-compliance with specific goals will not lead to disqualification but bidders will not be allocated specific goal points. Bidders will score points out of 80 for price only and zero (0) points out of 20 for specific goals.
- Cot shall act against any bidder or person when it detects that the specific goals were claimed or obtained on a fraudulent basis.

The specific goal for this bid is outlined below.

Specific goals	80/20 preference point system	Proof of specific goals to be submitted
BB-BEE score of companies <ul style="list-style-type: none"><li>• Level 1</li><li>• Level 2</li><li>• Level 3</li><li>• Level 4</li><li>• Level 5</li><li>• Level 6</li><li>• Level 7</li><li>• Level 8</li><li>• Non-compliant</li></ul>	<ul style="list-style-type: none"><li>• 8 Points</li><li>• 7 Points</li><li>• 6 Points</li><li>• 5 Points</li><li>• 4 Points</li><li>• 3 Points</li><li>• 2 Points</li><li>• 1 Point</li><li>• 0 Points</li></ul>	Valid Certified copy of BBEE certificate. Sworn Affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBEE certificate.
EME and/ or QSE	2 Points	Valid Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBEE certificate
At least 51% of Women-owned companies	2 Points	Certified copy of Identity Document/s <u>and</u> proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any



		other proof of ownership)
At least 51% owned companies by People with disability	2 Points	Medical Certificate with doctor's details (Practice Number, Physical Address, and contact numbers) and proof of ownership (Sworn affidavit for B- BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership
At least 51% owned companies by Youth	2 Point	Certified copy of Identity Document/s <u>and</u> proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership
Local Economic Participation <ul style="list-style-type: none"> <li>• City of Tshwane</li> <li>• Gauteng</li> <li>• National</li> </ul>	4 Points 2 Points 1 Point	Municipal Account statement/Lease agreement.

## 5. PRICING SCHEDULE

### General

The descriptions in this Price Schedule shall be read in conjunction with the specification.

The unit price for each item in the Price Schedules shall include for all materials, labour, profit, transport, etc.

The bid is to be awarded on an as and when required basis for a period of three years. Items must be priced individually at a cost per unit price.

The City of Tshwane reserves the right to request conformity certification on delivery (manufacture/laboratory) where such a product is required to meet standards.

For this tender, the price is based on a unit price, however the department may order more than one unit.

The delivery lead time shall be eight weeks from date of order.



## Pricing Schedule

ITEM	DESCRIPTION	MATERIAL NUMBERS	UNIT	UNIT PRICE Excluding VAT
Item 1	Laminated beam. Structural collapse	200000039049	1	
Item 2	Solid timber	200000039050	1	
Item 3	Plywood sheets	200000039051	1	
Item 4	Marine plywood sheets	200000039052	1	
Item 5	Laminated beam 150mmx150mmx3,5m	200000039053	1	
Item 6	Laminated beam 100mmx100mmx3,5m	200000042359	1	
Item 7	Solid timber	200000039054	1	
Item 8	Wooden plank	200000039055	1	
Item 9	Adjustable trench shoring prop/strut (1.20m)	200000039056	1	
Item 10	Adjustable trench shoring prop/strut (3.20m)	200000039057	1	
Item 11	Adjustable trench shoring prop/strut (5.60m)	200000039058	1	
Item 12	Mini trench box	200000042362	1	
Item 13	Standard trench box	200000042363	1	
Item 14	Shore trench strut kit	200000042382	1	
Item 15	Trench cushion kit	200000042371	1	
Item 16	Structural collapse kit	200000042368	1	
Item 17	Longshore struts and extension kit	200000042381	1	
Item 18	Walter system kit	200000042384	1	
Item 19	Grip kit	200000039060	1	
Item 20	Compound sliding saw	200000042378	1	
Item 21	Industrial nail gun	200000042375	1	
Item 22	Compressor	200000042369	1	
Item 23	Table saw	200000042379	1	
Item 24	Aluminium speed square	200000042380	1	
Item 25	Measuring tape	200000042383	1	



ITEM	DESCRIPTION	MATERIAL NUMBERS	UNIT	UNIT PRICE Excluding VAT
Item 26	Spirit level	200000042376	1	
Item 27	Concrete chainsaw	200000042365	1	
Item 28	Core drill with accessories	200000042373	1	
Item 28	Concrete breaker with chisels	200000042364	1	
Item 29	Rotary hammer drill with drill bits	200000042374	1	
<b>Total (exclusive of VAT)</b>				
<b>VAT</b>				
<b>Total (including VAT)</b>				

## 6. AWARD

The bid will be awarded as a whole to a maximum of 3 bidders.

Goods/Services will be allocated equally on a rotation basis. Bidders shall price on all items. Should bidders not price on all items, the bidder will be disqualified.

**Delivery requirements:** Divisional Chief responsible for Logistical Support  
Emergency Services Department, c/o Government and Beckett  
Street  
Arcadia  
Pretoria  
Tel: 012 358 2237  
Email: [robinc@tshwane.gov.za](mailto:robinc@tshwane.gov.za)

## 7. TYPE OF AGREEMENT REQUIRED

A Service Level Agreement will be completed after the appointment.

## 8. VALIDITY PERIOD

The validity period for the tender after closure is 90 days. CoT shall have the right and power to extend any tender validity period beyond any initial validity period set and subsequent extensions. SCM shall ensure that an extension of validity is requested in writing from all bidders before the validity expiry date. Extension of validity shall be finalised while the quotations/bids are still valid.

## 9. MARKET ANALYSIS



The City of Tshwane reserves the right to conduct a market analysis. Should the City exercise this option, where a bidder offers a price that is deemed not to be viable to supply goods or services as required, written confirmation will be made with the bidder to seek confirmation of whether the bidder will be disqualified based on being non-responsive. If they confirm that they can deliver, a tight contract to mitigate the risk of non-performance will be entered into with the service provider. Further action on failures by the service provider to deliver will be handled in terms of the contract including performance warnings and listing on the database of restricted suppliers.

The City further reserves the right to negotiate a market related price with a bidder scoring the highest points. If the bidder does not agree to a market-related price, the City reserves the right to negotiate a market-related price with the bidder scoring the second highest points, if the bidder the second highest points does not agree to a market-related price, the City will negotiate a market-related price with the tenderer scoring the third highest points. If a market-related price is not agreed, the City reserves the right to cancel the tender.



## PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF TSHWANE MUNICIPALITY					
BID NUMBER:	ES 15 2024/25	CLOSING DATE:	5 August 2025	CLOSING TIME:	10:00 am
DESCRIPTION	Tender for the supply and delivery of emergency services trench and structural rescue equipment to the city of Tshwane, emergency services department for a period of three (3) years as and when required.				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

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

<b>Tshwane House</b>					
<b>Supply Chain Management</b>					
<b>320 Madiba Street</b>					
<b>Pretoria CBD</b>					
<b>0001</b>					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
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 (FOR 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 B:3 ]	



TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	Supply Chain Management	DEPARTMENT	Emergency Services
CONTACT PERSON	Oshebeng Leballo	CONTACT PERSON	Louis Lewis
TELEPHONE NUMBER	012 358 6395	TELEPHONE NUMBER	012 358 2020
EMAIL ADDRESS	Oshebeng.Leballo@tshwane.gov.za	EMAIL ADDRESS	LouisL@tshwane.gov.za



## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION</b>	
1.1	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b>
1.3	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	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 WWW.SARS.GOV.ZA.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES <input type="checkbox"/> NO <input type="checkbox"/>
3.2	DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES <input type="checkbox"/> NO <input type="checkbox"/>
3.3	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES <input type="checkbox"/> NO <input type="checkbox"/>
3.4	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES <input type="checkbox"/> NO <input type="checkbox"/>
3.5	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES <input type="checkbox"/> NO <input type="checkbox"/>
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

**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: .....



**PRICING SCHEDULE: FIRM PRICES (PURCHASES)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

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

Name of Bidder.....	Bid Number .....
Closing Time .....	Closing Date .....

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

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

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

\* Delete if not applicable



**PRICING SCHEDULE: NON-FIRM PRICES (PURCHASES)**

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

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

Name of Bidder .....	Bid number .....
Closing Time .....	Closing Date .....

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- Required by: .....
- At: .....
- Brand and model .....
- Country of origin .....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....
- Delivery: \*Firm/Not firm
- \*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
- \* Delete if not applicable



## PRICE ADJUSTMENTS

### A. NON-FIRM PRICES SUBJECT TO ESCALATION

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

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

Where:

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

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

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



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

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



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

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

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

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

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

ADJUSTMENT PERIODS	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE
1 <sup>st</sup> Adjustment	After 12 calendar months
2 <sup>nd</sup> Adjustment	After 24 calendar months

**NB: Unless prior approval has been obtained from Supply Chain Management, no adjustment in contract prices will be made**



## DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
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 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 or 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 must be indicated in paragraph 4 below.
  - 3.8 Are you presently in the service of the state? **YES / NO**
  - 3.8.1 If yes, furnish particulars. ....  
.....

<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 of 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 public 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 company or business and exercises control over the company.



3.9 Have you been in the service of the state for the past twelve months? **YES/NO**

3.9.1 If yes, furnish particulars. ....

.....

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? **YES / NO**

3.10.1 If yes, furnish particulars. ....

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars. ....

.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars. ....

.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars. ....

.....

3.14 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. **YES / NO**

3.14.1 If yes, furnish particulars: ....

.....



4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

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



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

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

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

### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 **To be completed by the organ of state**  
*(delete whichever is not applicable for this tender).*
- a) The applicable preference point system for this tender is the **80/20** preference point system.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
  - (b) Specific Goals.
- 1.4 **To be completed by the organ of state:**  
 The maximum points for this tender are allocated as follows:
- |  | <b>Points</b> |
|--|---------------|
| <b>PRICE</b>                                     | <b>80</b>     |
| <b>SPECIFIC GOALS</b>                            | <b>20</b>     |
| <b>TOTAL POINTS FOR PRICE AND SPECIFIC GOALS</b> | <b>100</b>    |
- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is



adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$	or	$Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$



Where

- Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

Specific goals	80/20 preference point system	Number of points claimed (80/20 system)  (To be completed by the tenderer)
BB-BEE score of companies <ul style="list-style-type: none"><li>• Level 1</li><li>• Level 2</li><li>• Level 3</li><li>• Level 4</li><li>• Level 5</li><li>• Level 6</li><li>• Level 7</li><li>• Level 8</li><li>• Non-compliant</li></ul>	<ul style="list-style-type: none"><li>• 8 Points</li><li>• 7 Points</li><li>• 6 Points</li><li>• 5 Points</li><li>• 4 Points</li><li>• 3 Points</li><li>• 2 Points</li><li>• 1 Point</li><li>• 0 Points</li></ul>	
EME and/ or QSE	2 Points	
At least 51% of Women-owned companies	2 Points	



At least 51% owned companies by People with disability	2 Points	
At least 51% owned companies by Youth	2 Point	
Local Economic Participation <ul style="list-style-type: none"> <li>• City of Tshwane</li> <li>• Gauteng</li> <li>• National</li> </ul>	4 Points 2 Points 1 Point	

**N.B** For points to be allocated as per above the tenderers will be required to submit proof of documentation as evidence for claims made. Any tenderer that does not submit evidence as stated in the bid document to claim applicable points will be allocated zero point.

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
  - ☐ One-person business/sole propriety
  - ☐ Close corporation
  - ☐ Public Company
  - ☐ Personal Liability Company
  - ☐ (Pty) Limited
  - ☐ Non-Profit Company
  - ☐ State Owned Company
- [TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result



of having to make less favourable arrangements due to such cancellation;

- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....



**CONTRACT FORM: PURCHASE OF GOODS/WORKS**

**THIS FORM MUST BE FILLED 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 FILLED IN 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 **CITY OF TSHWANE MUNICIPALITY** in accordance with the requirements and specifications stipulated in bid number **ES 15 2024/25** 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);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - 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 price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) 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 fulfillment 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.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES	
1.	.....
2.	.....
DATE: .....	



**CONTRACT FORM: PURCHASE OF GOODS/WORKS**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. 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).
2. An official order indicating delivery instructions is forthcoming.
3. 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)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

2. ....

DATE: .....



## 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:
  - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d. 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	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons 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 Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). <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>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	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)? <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>	Yes <input type="checkbox"/>	No <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:		
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"/>
4.7.1	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**



## **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:
  - a. take all reasonable steps to prevent such abuse;
  - b. 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
  - c. 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 (MBD 9) 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: **ES 15 2024/25**

**TENDER FOR THE SUPPLY AND DELIVERY OF EMERGENCY SERVICES  
TRENCH AND STRUCTURAL RESCUE EQUIPMENT TO THE CITY OF  
TSHWANE, EMERGENCY SERVICES DEPARTMENT FOR A PERIOD OF THREE  
(3) YEARS AS AND WHEN REQUIRED.**

**CITY OF TSHWANE 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)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. 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;
5. 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:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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.

<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.



7. In particular, without limiting the generality of paragraphs 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 bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
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 bid invitation relates.
9. 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.
10. 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



# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **GOVERNMENT PROCUREMENT**

**GENERAL CONDITIONS OF CONTRACT July 2010**



## GOVERNMENT PROCUREMENT

### GENERAL CONDITIONS OF CONTRACT

July 2010

#### NOTES

The purpose of this document is to:

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

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

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



## TABLE OF CLAUSES

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## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of 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 where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 “Day” means calendar day.
  - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
  - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
  - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
  - 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.



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

### **1. 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 <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>
<b>4. Standards</b>	4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
<b>5. Use of contract documents and information inspection.</b>	5.1	The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
	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.
<b>6. Patent rights</b>	6.1	The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
<b>7. Performance security</b>	7.1	Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
	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: <ul style="list-style-type: none"> <li>(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</li> <li>(b) a cashier's or certified cheque</li> </ul>
	7.4	The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
<b>8. Inspections, tests and analyses</b>	8.1	All pre-bidding testing will be for the account of the bidder.



- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

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

## **10. Delivery and documents**

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



<b>11. Insurance</b>	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.
<b>12. Transportation</b>	12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
<b>13. Incidental services, services</b>	13.1	<p>The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> <li>(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;</li> <li>(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;</li> <li>(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</li> <li>(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</li> <li>(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.</li> </ul>
	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.
<b>14. Spare parts</b>	14.1	<p>As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <ul style="list-style-type: none"> <li>(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</li> <li>(b) in the event of termination of production of the spare parts: <ul style="list-style-type: none"> <li>(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</li> <li>(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul> </li> </ul>
<b>15. Warranty</b>	15.1	The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
	15.2	This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the



final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
  - 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
  - 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
  - 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
  - 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
  - 16.4 Payment will be made in Rand unless otherwise stipulated in 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 SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract**
- 18.1 No variation in or modification of the terms of the contract shall be made **amendments** 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 contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 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 performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.



- 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 or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties**
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23. Termination for default**
- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 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 fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated



fourteen (14) 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 five (5) 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, No. 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 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 antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

#### **25. Force Majeure**

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

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all



		reasonable alternative means for performance not prevented by the force majeure event.
<b>26. Termination for insolvency</b>	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.
<b>27. Settlement of Disputes</b>	27.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
	27.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
	27.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
	27.4	Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
	27.5	Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.
<b>28. Limitation of liability</b>	28.1	Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;  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  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.
<b>29. Governing language</b>	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.
<b>30. Applicable law</b>	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice



- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties**
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 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 No. 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 No. 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 ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)