

CAPRICORN DISTRICT MUNICIPALITY



PROCUREMENT, MANUFACTURING AND DELIVERY OF ONE (1) FIRE ENGINE TANKER (RE-ADVERT)

BID NO: COR-A03/2021/2022

CLOSING DATE: 16 NOVEMBER 2022 @ 11H00

BIDDER DETAILS	BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:
BIDDER NAME:	MR. TIRO PLUSA / MS. VIOLET MASEMOLA
CONTACT NUMBER:	015 294 1039/ 015 294 1210
EMAIL ADDRESS:	pilusat@cdm.org.za / masemolav@cdm.org.za
RECEIPT NUMBER:	

TOTAL BID AMOUNT: _____



PART: A: INVITATION TO BID:

MBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (CAPRICORN DISTRICT MUNICIPALITY)					
BID NUMBER:	COR-A03/2021/2022	CLOSING DATE:	16 November 2022 @ 11H00	CLOSING TIME:	11:00
BID DESCRIPTION	PROCUREMENT, MANUFACTURING AND DELIVERY OF ONE (1) FIRE ENGINE TANKER				
TOTAL BID PRICE					
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7) or SERVICE LEVEL AGREEMENT OF CAPRICORN DISTRICT MUNICIPALITY.					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (Capricorn District Municipality, 41 Biccard Street, Polokwane) not later than 11:00 on 16 November 2022					
An official and compulsory site inspection will be held on 07 November 2022 Capricorn District Municipality, Council Chamber, 41 Biccard Street, S23°54'44.12196" E29°27'24.72336" at 10:00 .					
The Bid box is generally open 24 hours, 7 days a week.					
Completed Bid document, fully priced and signed must be sealed in an envelope marked " Bid number and Bid description"					
Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.					
Bids documents containing the Conditions of Bid and other requirements in terms of the Supply Chain Management Policy will be downloaded from e-tender Publication Portal at www.etenders.gov.za at no fee.					
SUPPLIER INFORMATION					
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 NUMBER	-----				
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
MUNICIPALITY	CAPRICORN DISTRICT		
CONTACT PERSON	MR. TIRO PLUSA/ MS VIOLET MASEMOLA	CONTACT PERSON	Letebele Makgoba
TELEPHONE NUMBER	015 294 1039/015 294 1210	TELEPHONE NUMBER	015 294 1261
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	pilusat@cdm.org.za	E-MAIL ADDRESS	makgobal@cdm.org.za

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR 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.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?
☐ YES ☐ NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?
☐ YES ☐ NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
☐ YES ☐ NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?
☐ YES ☐ NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

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



BID NOTICE
RESPONSIVENESS AND EVALUATION CRITERIA



FORM "A"	BID FORM
FORM "B"	GENERAL UNDERTAKING BY THE BIDDER
FORM "C"	GENERAL CONDITIONS OF CONTRACT
FORM "D"	GENERAL PROCEDURES
SBD 5	NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME
MBD 5	DECLARATION FOR PROCUREMENT ABOVE R10 MILLION
MBD 8	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
FORM "E"	SPECIAL CONDITIONS OF CONTRACT (IF ANY)
FORM "F"	BID SPECIFICATIONS
MBD 3.1	SCHEDULE OF PRICES
MBD 6.1	PREFERENTIAL PROCUREMENT FORM
ANNEXURE "A"	<i>EVALUATION PROCESS AND CRITERIA</i>
ANNEXURE "B"	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
MBD 4	DECLARATION OF INTEREST
ANNEXURE "C"	CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS
ANNEXURE "D"	AUTHORISATION FOR DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL
MBD 9	CERTIFICATE OF INDEPENDENT DIB DETERMINATION



BID: COR-A03/2021/2022

DIRECTORATE: CORPORATE SERVICES

Bids are hereby invited for the **PROCUREMENT, MANUFACTURING AND DELIVERY OF ONE (1) FIRE ENGINE TANKER**

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

The Municipality shall adjudicate and award bids in accordance with B-BBEE status level of contribution on points for contribution, on 80/20 point system. prospective bidders must accept that the bid will be adjudicated, according to the said legislation. Bids will remain valid for 90 (ninety) days.

N.B: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal supply chain Management Regulations)

Mr. Ramakuntwane Selepe
Municipal Manager

RESPONSIVENESS AND EVALUATION CRITERIA

CAPRICORN DISTRICT MUNICIPALITY WILL CONSIDER NO BID UNLESS ITS MEETS THE FOLLOWING RESPONSIVENESS CRITERIA

- The bid must be properly received in a sealed envelope clearly indicating the description of the service and the bid number for which the bid is submitted.
- The bid must be deposited in the relevant bid box as indicated on the notice of the bid on or before the closing date and time of the bid.
- A valid Central Supplier Database Number (CSD)
- Bid forms must be completed in full and each page of the bid initialed.
- Submission of a Joint Venture Agreement, where applicable, which has been properly signed by all parties.
- Proof of payment of municipal rates and taxes or letter from tribal authority or valid lease agreement must be attached.
- Complies with the requirements of the bid and technical specifications.
- Registered in the relevant contractor category in the Construction Industry Development Board Register of Contractor (CIDB) in case of construction work
- Adheres to Pricing Instructions.
- Financial ability to execute contract
- Comply in full and observe the requirements of the Notice to Bidders
- Experience with similar work – demonstrate a track record of a projects of similar scope and size
- **The tenderer must subcontract a minimum of 30% for a contract above R30 million to –**
 - a. an EME or QSE;
 - b. an EME or QSE which is at least 51% owned by black people;
 - c. an EME or QSE which is at least 51% owned by black people who are youth;
 - d. EME or QSE which is at least 51% owned by black people who are women;
 - e. an EME or QSE which is at least 51% owned by black people with disabilities;
 - f. an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
 - g. a cooperative which is at least 51% owned by black people;
 - h. an EME or QSE which is at least 51% owned by black people who are military veterans; or
 - i. more than one of the categories referred to in paragraphs (a) to (h).

EVALUATION OF BIDS

- a) Policy, the Preferential Procurement Policy Framework Act, and other applicable legislations.
- b) The Council reserves the right to accept all, some, or none of the bids submitted – either wholly or in part – and it is not obliged to accept the lowest bid.

PHASE 1: PLEASE NOTE

- a) The person committed a corrupt or fraudulent act during the procurement process or in the execution of the contract, or
- b) An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited that person.

The Municipal Manager may reject the bid or quote of any person if that person or any of its directors has:

- c) Failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- d) Failed, during the last five years, to perform satisfactorily on a previous contract with the Capricorn District Municipality or any other organ of State after written notice was given to that bidder that performance was unsatisfactory;
- e) Abused the supply chain management system of the Municipality or have committed any improper conduct in relation to this system;
- f) Been convicted of fraud or corruption during the past five years;
- g) Willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- h) 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) or has been listed on National Treasury's database as a person prohibited from doing business with public sector.

FORM A

BID NO: COR-A03/2021/2022

I/We, the undersigned:

- a) Bid to supply and deliver to Capricorn District Municipality all or any of the supplies and to render all the articles, goods, materials, services or the like described both in this and the other Schedules to this Contract;
- b) Agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution;
- c) Further agree to be bound by those conditions, set out in Forms, MBD's, SBD's and the Annexures attached hereto, should this bid be accepted in whole or in part;
- d) Confirm that this bid may only be accepted by the Capricorn District Municipality by way of a duly authorized Letter of Acceptance; and,
- e) Declare that, the relevant authorized person thereto will initial each page of the bid document and amendments.
- f) Declare that all information provided in respect of the bidder as well as the bid documents submitted are true and correct.
- g) Declare that documentary proof regarding aspects of the bid process or accidental thereto will, when required, be submitted to the satisfaction of the Municipality.

Signed at this Day of 2022

Signature of the Bidder: _____

Name of Bidder: _____

Professional Registration No, if any, attach proof)

Address: _____

Date: _____

As Witness:

1. _____

2. _____

Particular of Sole Proprietors and partners in partnerships

Name	Identity Number	Personal Income Tax Number

(Attach of identity Document, if bidder is a Sole Proprietor and/or partners in partnership)

State in cases where the bidder is a Company, Corporation of Firm by what authority the person signing does so, whether by Articles of Association, Resolution, Power of Attorney or otherwise.

I/We the undersigned am/are authorized to enter into this contract of behalf of:

by virtue of _____
dated _____ a certified copy if which is attached to this bid.

Signature of authorized person: _____

Name of Firm: _____

Postal Address: _____

Date: _____

As witness: 1. _____
2. _____

Please Note:

The prices at which bids are prepared to supply the goods and materials or perform the services must be placed on the column on the Form provided for that purpose.

Failure on the part of the bidder to sign the Form of Bid and initial each page of this bid document will result in a bid being disqualified.

Bank account details of bidder:

Bank: _____

Branch: _____

Branch Code: _____

Account Number: _____

Type of Account: _____

PROOF THAT MUNICIPAL ACCOUNT IS PAID IN FULL TO BE ATTACHED (ARRANGEMENTS MADE WITH COUNCIL WILL BE TAKEN INTO CONSIDERATION).

NOTE: THE AUTHORIZED SIGNATORY MUST SIGN ANY ALTERATIONS TO THE BIDDER DOCUMENT IN FULL

ANY COMPLETION OF THE BIDDER DOCUMENT IN ERASABLE INK WILL NOT BE ACCEPTED

BIDDING INFORMATION

Details of person responsible for bidding process

Name _____

Contact number _____

Address of office submitting bid _____

Telephone _____

Fax no _____

E-mail address _____

VAT Registration Number _____

Has an original and valid tax clearance certificate been attached? Yes/No

Has a B-BBEE status level verification certificate been submitted? Yes/No

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CC):

☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL
ACCREDITATION SYSTEM (SANAS):

☐

A REGISTERED:

☐

(Tick applicable box)

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE: Yes/No
IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED? (IF YES ENCLOSE PROOF)

AUTHORITY FOR SIGNATORY

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

An example for a company is shown below:

“By resolution of the board of directors passed on _____ 20_____

Mr/Ms. _____

Has been duly authorized to sign all documents in connection with the bid for

Contract _____ No _____

And any Contract, which may arise there from on behalf of

Signed on behalf of the company:

In his/her capacity as:

Date: _____

Signature of signatory

As witness: 1. _____

2. _____

GENERAL UNDERTAKINGS BY THE BIDDER

DEFINITION

1. **“Acceptable bid”** means any bid, which in all respects, complies with conditions of bid and specifications as set out in the bid document, including conditions as specified in the Preferential Procurement Regulation (of 2011).
2. **“Chairperson”** means the chairperson of the Capricorn District Municipality Bid Adjudication Committee.
3. **“Municipal Manager”** means the Municipal Manager of the Municipality.
4. **“Committee”** refers to the Bid Adjudication Committee.
5. **“Council”** refers to Capricorn District Municipality.
6. **“Member”** means a member of the Bid Adjudication Committee.
7. **“Service providers”** refers to the bidders who have been successful in being awarded Council contracts.
8. **“SMMs”** (Small, medium and Micro Enterprises) refers to separate and distinct business entities, including co- operative enterprises and NGOs, managed by one owner or more, as defined in the National Small Business (Act 102 of 1996).
9. **“Contract”** refers to legally binding agreement between Capricorn District Municipality and the service provider.
10. **“Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by the Municipality for the provision of services or goods.
11. **“Contractor”** means any natural or legal person whose bid has been accepted by the Council.
12. **“Closing time”** means the date and hour specified in the bid documents for the receipt of bids.
13. **“Order”** means an official written order issued for the supply of goods or the rendering of a service in accordance of the accepted bid or price quotation.
14. **“Written” or “in writing,”** means hand written in ink or any form of mechanical writing in printed form.

INTERPRETATION:

1. In this agreement clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention:
2. An expression which denotes: -
3. Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time;
4. When any number of day is prescribed, such shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;
5. Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

I/we hereby tender:

To supply all or any of the supplies and/or to render all or any of the services described in the attached documents {Forms, Schedule(s) and/or Annexure(s) to the Capricorn District Municipality.

On the terms and conditions and accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and incorporated into, this bid);

At the prices and on the terms regarding time for delivery and/or execution inserted therein.

I/we agree further that:

The offer herein shall remain binding upon me/us and open for acceptance by the Capricorn District Municipality during the validity period indicated and calculated from the closing time of the bid.

This bid and its acceptance shall be subject to the terms and conditions contained in the Forms, Scheduled(s) and/or Annexure(s) attached hereto with which I am /we are fully acquitted.

Notwithstanding anything to the contrary in the Form(s), Schedule(s) and /or Annexure(s) attached hereto:

If I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the Capricorn District Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the Municipality;

In such event, I/we will then pay to the Municipality any additional expenses incurred by the Municipality for having either to accept any less favourable bid or, if new bids have to be invited, the additional expenditure incurred by the invitation of new bids and by the subsequent acceptance of any less favourable bid;

The Municipality shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit

that may have been furnished by me/us or on my/our behalf for the due fulfillment of this or any other bid or contract;

Pending the ascertainment of the amount of such additional expenditure the Municipality may retain such monies, guarantee or deposit as security for any loss the Municipality may sustain, as determined hereunder, by reason of my/our default.

Any legal proceedings arising from this bid may in all respects be launched or instituted against me/us and if/we hereby

undertake to satisfy fully any sentence or judgment which may be obtained against me/us as a result of such legal proceedings and I/we undertake to pay the Capricorn District Municipality legal costs on an attorney and own client;

If my/our bid is accepted that acceptance may be communicate to me/us by letter or facsimiles and that proof of delivery of such acceptance to SA Post Office Ltd or the production of a document confirming that a fax has been sent, shall be treated as delivery to me/us.

The law of the Republic of South Africa shall govern the contract created by the acceptance to this tender.

I/we have satisfied myself/ourselves as to the correctness and validity of this tender, that the price(s) and rate(s) quoted cover all the work/items(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

I/we accept full responsibility for the proper execution and conditions defaulting on me/us under this agreement as the principal(s) liable for the fulfillment of this contract.

I/we declare that I/we have participated /no participated in the submission of any other bid for the supplies/services described in the attached documents. If your answer here is yes, please state the names(s) of the other Bid(s) involved: _____

General Conditions of Contract

1 DEFINITION

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 goods 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 component 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 goods 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, component 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 **“Supplier”** means the successful bidder who is awarded the contract to maintain and Administer the required and specified service(s) to the State.
- 1.26 **“Tort”** means in breach of contract.
- 1.27 **“Turnkey”** means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract

1.28 **“Written”** or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), 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 goods, 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 nonrefundable fee for documents may be charged
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

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

5. Use of contract documents and information inspection

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract disclosure to any such employed person shall be made in confidence and shall extend only 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 GC Clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser

- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of Patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder 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:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspections 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 goods 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 goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods 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 goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods 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 goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods 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 22 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 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, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

11. Insurance

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

12. Transportation

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

13. Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start- up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
 - (b) In the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

- (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 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 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, 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.
- 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.

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 or in the purchaser's request for bid validity extension, as the case may be.

18. Variation orders

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

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 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 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 goods are required, or the supplier's services are not readily available. 21.4 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 22.2 without the application of penalties.
- 21.4 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods 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, sum calculated on the delivered price of the delayed goods or unperformed 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 of service 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 associate 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 supplier as having no objection and proceed with the restriction.
- 23.4. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, 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 purchaser actively associated.
- 23.5 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.

- 23.6. 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. Antidumping and countervailing duties and rights

- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods 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, supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 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 for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement Pursuant to Clause 6;
 - (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment

29. Governing language

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

30. Applicable law

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

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address

furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

- 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

34. Amendment of contracts

- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices

- 35.1 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.
- 35.2 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 section 59 of the Competition Act No 89 Of 1998.
- 35.3 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.



THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
 - (a) Any single contract with imported content exceeding US\$10 million, or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2-year period which in total exceeds US\$10 million, or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million. or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers a period of seven years has been identified as the time frame within which to discharge the obligation

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the program, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rand), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rand) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1. (b) to 1.1. (d) Above.

2 BID SUBMISSIONS AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

3

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the **DTI with the following information:**
 - Bid / contract number.
 - Description of the goods, works or services.
 - Date on which the contract was accepted.
 - Name, address and contact details of the government institution.
 - Value of the contract.
 - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESSES TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
 - a. the contractor and the DTI will determine the NIP obligation;
 - b. the contractor and the DTI will sign the NIP obligation agreement;
 - c. the contractor will submit a performance guarantee to the DTI;
 - d. the contractor will submit a business concept for consideration and approval by the DTI; upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
 - e. the contractor will implement the business plans; and
 - f. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number: COR-A03/2021/2022

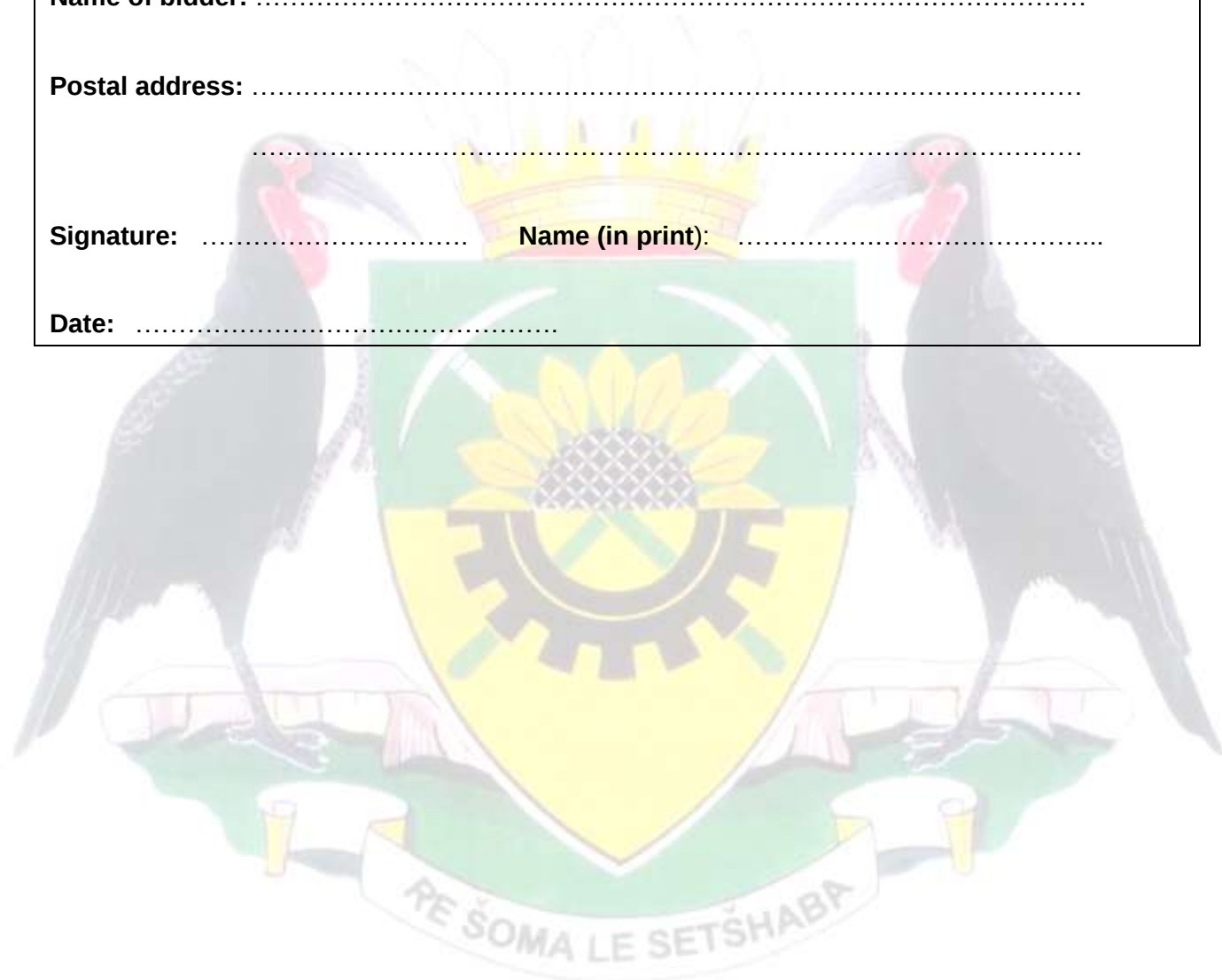
Closing date: 16 November 2022 @ 11H00

Name of bidder:

Postal address:

Signature: **Name (in print):**

Date:



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

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

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

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

.....

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

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

If yes, provide particulars.

.....

* Delete if not applicable

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

If yes, furnish particulars

.....

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

If yes, furnish particulars

.....

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Nam



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). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
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 ☐	No ☐
4.3.1	If so, furnish particulars:		

Item	Question	Yes	No
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 ☐	No ☐
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 ☐	No ☐
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

.....

Position

.....

Name of Bidder

GENERAL PROCEDURES

1 General Directives

- 1.1 The following general procedures contained in this document have been laid down by the Council and are applicable to all bids, orders and contracts, unless otherwise approved by the Council prior to the invitation of the bids.
- 1.2 Where applicable, special conditions or procedures are also laid down by the Council to cover specific supplies or services.
- 1.3 Where such special conditions or procedures are in conflict with the general conditions and procedures, the special conditions or procedures shall apply.
- 1.4 The bidder shall satisfy himself/herself with the conditions and circumstances of the bid. By bidding, the bidder shall deem to have satisfied himself/herself as to all the conditions and circumstances of the bid.
- 1.5 Formal contract are concluded with the contractors only where this requirement is stated in the bid invitation.
- 1.6 All bids with regard to the bidding of a service e.g. materials, cleaning services; professional services, etc. shall be subject to the negotiation of a Service Level agreement between the successful contractor and the Municipality. The acceptance of this Service Level Agreement is subject to the approval by the Council of the Municipality.
- 1.7 The written acceptance of bid shall be posted to the bidder or contractor concerned by registered or certified mail.

2 Issuing of bid documents

On the date that the advertisement appears in the Municipality's Tender Bulletin, and or media, prospective bidders may request copies of the tender documentation.

The Supply Chain Management Unit will keep a register and potential bidders should sign for receipt of the bid documentation. If a fee is payable, an official receipt must be issued before the bid document is handed to the bidder.

No bid responses from any bidder should be accepted if sent via the Internet, e-mail or fax.

Only the Supply Chain Management Unit will have direct communication between the potential bidders and will facilitate all communication between potential bidders and the Municipality with regard to any advertised bid. No line function staff should be allowed to communicate with potential bidders without the approval by the Manager: Supply Chain Management Unit.

The Supply Chain Management Unit will only consider request for the extension of the closing dates of advertised bid if the postponed date can be advertised in the media used

to advertise before the original closing date. The closing time may be postponed only if all potential bidders can be advised of the postponed time, in writing, before the original closing time.

The decision to extend the closing date or time rests with the Manager: Supply Chain Management Unit, who must ensure compliance with all relevant rules and regulations and must confirm prior to the action being taken.

3 Payment of bid documents

To ensure that only bona fide bidders collect documentation, and to recover printing costs, bid documents will be issued only after payment of the following amounts to the cashier:
The price of
Bid document for bid document is as indicated on the bid notice/advert.

4 Public Invitation for competitive bids

The following are procedures for the invitation of competitive bids:

- 4.1 Invitation to prospective providers to submit bids must be by means of a public advertisement in newspapers commonly circulating locally, the website of the municipality or any other appropriate ways (which may include an advertisement in the Government Tender Bulletin) and

5 Public advertisement must contain the following:

- (i) The closure date for the submission of bids, which may not be less than 30 days in the case of transactions over R10 million (Vat included), or which are of a long term nature, or 14 days in any other case, from the date on which the advertisement is placed in a newspaper; subject to (iii) below; and
- (ii) Accounting officer may determine a closure date for the submission of bids which is less than the 30 or 14 days requirement, but only if such shorter period can be justified on the grounds of urgency or emergency or any exceptional case where it is impractical or impossible to follow the official procurement process.
- (iii) Bids submitted must be sealed.

6 The following information must appear in any advertisement:

- Bid number;
- Description of the requirements;
- The place where the bid documents can be obtained;
- The date, time and venue where site inspection/briefing session will be (if applicable);
- Closing date and time;
- The fee applicable that must be paid before the bid documents will be issued; and
- The name and telephone numbers of the contact person for any enquiries

7 Site meetings of briefing sessions

A fully explanatory site inspection must be conducted before the close of the bids to ensure that the bidders understand the scope of the project and that they can comply with the conditions and requirements.

It should be a condition that prospective bidders attend a site inspection and non-attendance should invalidate a bid, where a site inspection/briefing session is applicable

8 Handling of bids submitted in response to public invitation

8.1 Closing of bids

All bids will close at **11H00** on a date as stipulated on the advertisement, which must be reflected in the bid document.

Bids are late if they are received at the address indicated in the tender documents after the closing date and time.

A late bid should not be admitted for consideration and where practical should be returned unopened to the bidder accompanied by explanation.

8.2 Opening of bids

Bids are opened in public as soon as possible after the closure in the presence of the Manager: Supply Chain Management or his/her delegate.

The official opening the bids should in each case read out the name of the bidder and the amount of the bid.

The bid should be stamped with the official stamp of the Municipality and endorsed with the signatures of the person opening it and of the person in whose presence it was opened.

Bids should be recorded in a register kept for that purpose.

8.3 Validity Period of the bids

The validity periods should not exceed 90 (ninety) days and is calculated from the date of bid closure endorsed on the front cover of the bid document.

Should the validity period expire on a Saturday, Sunday or Public holiday, the bid must remain valid and open for acceptance until the closure on the following working date.

8.4 Consideration of bids

The Council takes all bids duly admitted into consideration.

The Council reserves the right to accept the lowest or any bid received.

The decision by the Municipality regarding the awarding of a contract must be final and binding

8.5 Evaluation of bids

The following are criteria against which all bids responses will be evaluated:

8.5.1 Compliance with bid conditions;

- Bid submitted on time,
- Bid forms signed and each page initialled
- All essential information provided
- Submission of an original Tax Clearance Certificate
- Submission of Company Registration Certificate
- Submission of a Joint Venture Agreement, which has been properly signed by all parties
- Payment of Municipal Fees
- Meeting technical specifications and comply with bid conditions;
- The downloaded tender document should be bundled

8.5.2 Financial ability to execute the contract; and

- (i) The number of points scored for achieving Government's Broad-Based Black Economic Empowerment objectives and points scored for price.
- (ii) Only bidders who are registered in the relevant professional body will be considered. This requirement will remain in force as long as it is a requirement of that specific professional body.
- (iii) The Joint Ventures, all companies, which are part of the joint venture, must be registered with the professional body. The company that meets the requirement of professional body will be considered.

9 Evaluation of bids on functionality and price

9.1 All bids received will be evaluated on functionality and price.

9.2 The conditions of bid may stipulate that a bidder must score a specified minimum number of points for functionality to qualify for further evaluation.

- I. The number of points scored for achieving Government's Broad-Based Black Economic Empowerment objectives must be calculated separately and must be added to the points scored for price.
- II. Only bid with the highest number of points will be selected.

10 Acceptance of bids

Successful bidders must be notified at least by registered post of the acceptance of their bids, but that acceptance however, will only take effect after completion of the prescribed contract form.

The successful service provider will be required to sign the service level agreement.

Unsuccessful bids should not be returned to bidders, but should be placed on record for audit purposes.

A register or records should be kept of all bids accepted

11 Publication of bids results

The particulars of the successful bidders should be published in the Municipality's Tender Bulletin, website as well as the newspaper on which the bid was advertised.

12 Cancellation and re-invitation of bids

- I. In the event that in the application of the 80/20 preference point system as stipulated in the bid documents, all bids received exceed the estimated Rand Value of R50 000 000.00, the bid invitation must be cancelled. If one or more of the acceptable bid(s) received are within the R50 000 000.00 threshold, all bids received must be evaluated on the 80/20 preference point system
- II. In the event that, in the application of the 90/10 preference point system as stipulated in the bid documents, all bids received are equal to or below R50 000 000.00, the bid must be cancelled. If one or more of the acceptable bid(s) received are above the R50 million threshold, all bids received must be evaluated on the 90/10 preference point system

If a bid was cancelled as indicated above, the correct preference point system must be stipulated in the bid documents of the re-invited bid.

Municipal Manager may, prior to the award of a bid, cancel the bid if:

- Due to changed circumstances, there is no longer a need for the services, works or goods requested. Municipal Manager must ensure that only goods, services or works that are required to fulfil the needs of the institution are procured. Or
- Funds are no longer available to cover the total envisaged expenditure. Municipal Manager must ensure that the budgetary provisions exist prior to inviting bids: or
- No acceptable bids are received (If all bids received are rejected, the institution must review the reasons justifying the rejection and consider making revisions to the specific conditions of contract, design and specifications, scope of the contract, or a combination of these, before inviting new bids)

13 Sale and Letting of Asset

The Preferential Procurement Regulations, 2011 is not applicable to the sale and letting of assets

In instances where assets are sold or leased by means of a bidding process, the bid must be awarded to the bid with the highest price.

BID NUMBER: COR-A03/2021/2022

SPECIAL CONDITIONS OF CONTRACT (IF APPLICABLE)

The following special conditions is a requirement for this tender and failure to submit proof relating to the below requirements will lead to automatic disqualification. Note that copies of the required proof must be valid for three months from tender closing.

Proof of registration as manufacturer, importer, and builder (MIB) certificates on vehicles.

Proof of homologation certificate from NCRS.

Proof of ISO 9001-2015 registration

Proof of vehicle and equipment manuals relating to: 1x operator manual, 1x vehicle service book, 1x maintenance manual, 1x spare parts manual



BID NUMBER: COR-A03/2021/2022

BID SPECIFICATIONS

1. SCOPE OF WORK

1.1 Bidders are expected to supply the chassis and mounting of the specified equipment for the vehicles.

1.2 Bidders are expected to submit detailed design drawings from all perspective angles with the tender document. Also, to provide vehicle information relating to vehicle weight calculations, centre of gravity, wheelbase, under body clearance, approach, departure angle, length of vehicle height and width of vehicle, in particular to fire engine. A full design drawing must be provided to sign off before construction commences. The drawing will allow the client to approve items such as general layout, signwriting etc.

1.3 Bidders to manufacture on a 4x4 Commercial Chassis that that conforms to South Africa Road Traffic Act.

2. DELIVERABLES

The one (1) 4x4 rapid intervention vehicle deliverables are as follows:

- 2.1 Procurement, manufacturing, and delivery of one (1) 4x4 rapid intervention vehicle.
- 2.2 Bidders to submit vehicles registration certificate, roadworthy certificate, license disc and registration number fitted by the supplier in the municipality's name.
- 2.3 Vehicles are to be supplied with minimum 120 000km or 5 years' maintenance plan, (Maintenance plan to cover Superstructure and Pump).
- 2.4 Bidders are expected to deliver all such vehicles to specific locations as directed by Capricorn District Municipality.
- 2.5 4.5 Bidders must disclose brand name for chassis and fire pumps during submission of Tender
- 2.6 Bidders are expected to provide operator training during/at delivery of the fire engine: Provision has to be made for on-site training on the operation of all products supplied under this specification.
- 2.7 Training consists of the following aspects:

- 2.7.1 Driver and operator training
- 2.7.2 Fire fighter safety
- 2.7.3 Operating instructions of Vehicle, Components and Equipment
- 2.7.4 Water and Foam supply systems
- 2.7.5 Pump operations and techniques
- 2.7.6 Basic Vehicle Care and Preventative Maintenance
- 2.8 Municipality to conduct pre and post manufacturing inspection on the fire engine. (Minimum of two factory visit)
- 2.9 Bidders are to adhere strictly to statutory requirement relating to South African National Road Traffic Act, SANS codes, EN and NFPA (1901 etc.) codes.
- 2.10 Bidders must submit their previously appointment letter or orders (only from Government Institution) to their completion without being terminated due to any reason(s)
- 2.11 Bidders are expected to supply an OEM (original equipment manufacturer) chassis warrantee. A three (3) years warranty relating to fire body, paint, plumbing on the fire engine must be offered. The warranty for fire pump is five (5) years whilst for water and foam tank is ten (10) years.
- 2.12 Fire engine is to be branded with Capricorn District Municipality insignia and emergency numbers on both doors and tanker side of fire engine.

3. SPECIFICATION FOR FIRE TANKER ENGINE VEHICLE

3.1 VEHICLE DATA SPECIFICATION

BRAND NAME:		
Model Description	Measurements	Service Provider submitted specifications
MASS		
Tare mass	16500 kg Nat/18000 kg Tech+	
GVM kg	28 000 kg	
Axle – front Nat Reg (Tare)	7 500 kg	
Axle – front Tech+	7 500 kg	

BRAND NAME:		
Model Description	Measurements	Service Provider submitted specifications
Axle – rear Tech+	11 500 kg	
Axle - rear Nat Reg (tare)	9 000 kg	
ENGINE		
Engine	Low emissions engine	
Type	6-cylinder inline Diesel engine	
Turbo	Two-stage Turbo charged with intercooling	
Displacement	6871ccm	
Power	240kw @2400 rpm	
Torque	1250Nm @1200-1800 rpm	
TRANSMISSION		
Type gearbox	Automated transmission	
No of gears forward	12 gears	
No of gears reverse	2 gears	
First gear ratio	10.37	
Last gear ratio	0.81	
Transmission PTO	Standard with cooling	
CLUTCH PTO		
Long clutch service life		
ELECTRICAL & FUEL		
Fuel tank capacity	300 litres	
Fuel tank strainer	tank strainer	
BRAKES		
System type	Full air brakes	
Front and Rear	S-cam drum brake	
Electronic Brakes System (ABS)	ABS	
Exhaust Brakes	Standard	
TYRES		
Front tyres	315/80R22.5	
Rear tyres	315/80R22.5	
Spare wheel	315/80R22.5	
SUSPENSION		
Front springs	Parabolic	
Rear springs	Parabolic with hub reduction rear axle	
Shock absorbers	Standard (double acting front & rear)	

BRAND NAME:		
Model Description	Measurements	Service Provider submitted specifications
Stabilizers	Front standard	
CHASSIS & SUB FRAME (4x4)		
Variant description 4x4	Reinforced parallel ladder frame	
Apparatus body sub frame	- The apparatus body sub frame must be constructed entirely of heavy steel structural channel material. - Two full frame length longitudinal steel channels form the sides of the body sub frame and sides of the water tank cradle. Sub-frame cross members are fabricated with heavy steel channel cross members welded to the longitudinal body sub-frame sides and the full-length frame pads. - Two full frame length flat steel frame pads must be attached to the body sub frame and rest on top of the chassis frame rails for proper frame weight distribution.	
STEERING		
Operation	power steering assisted	
Steering wheel tilt	Standard	
DIMENSIONS		
Wheelbase	4200 mm	
Overall length	5360 mm	
Overall width	2240 mm	
Cab length	2786 mm	
Alternator	28V 120A	
Starter motor	Standard	
Batteries	2 x batteries 12V	
CAB		
- Double Cab - Rear bunk with SCBA	- The standard Crew Cab must be fitted. - The driver seat will be air suspended and adjustable to 4	

BRAND NAME:		
Model Description	Measurements	Service Provider submitted specifications
• Three seats including centre seat • Seat belt standard including seat reminder alert • Seat fully adjustable • Heater/ Air-conditioner with 4 speed blowers • Radio/ USB is standard • On-board computer- multi functional display in vehicle diagnosis • Tilt cab - mechanical • Speed limiter • Rear view mirror 6 in total • 12 Volt power outlet • Engine protection system • Driver fuel coach tool	positions while the officer seat will be static. • All seats will be fitted with SABS approved seat belts. • The rear crew cabin will be equipped with a bench seat fitted with SABS approved lap type seat belts and SCBA backrests. • All windows will be SABS approved glass • All windows will be of the roll down type • Doors will hinge forward • All doors will be lockable • The following controls will be fitted within easy reach of the driver and officer: • Emergency warning system controls • PTO engagement switch • Master Locker and ground lights switches • The vehicle will be fitted with a main battery isolating switch	
MISCELLANEOUS EQUIPMENT'S		
Air conditioner	Standard	
Body paint	• Fire engine red RAL 3000 • Two coats of primer • One coat of universal primer • Two layers of final coat	
Lettering and reflective safety stripe	• Reflective 3M striping shall be fitted to the vehicle sides and cabin.	

BRAND NAME:		
Model Description	Measurements	Service Provider submitted specifications
	Provision should be made for branding as per Client instructions. (Wording and logos) on the fire tanker as specified by municipality.	
Keys	Two (2) sets to be supplied for the following: -Ignition -Cabin doors -Locker doors	

3.2. Super structure, Pump, Electrical, Equipment and Miscellaneous

Model Description	Measurements	Service Provider submitted specifications
REVERSE CAMERA		
Reverse camera	A reverse camera must be fitted to the vehicle and be incorporated into the rear-view mirror. The camera must have the ability to be switched on permanently to allow vision behind the vehicle whilst driving.	
BULL BAR AND WINCH AND SPOTLIGHTS		
Fitment of bull bar with winch and spotlights	Vehicle shall be fitted with a heavy-duty front bull bar. The bull bar shall have mountings for an electric winch weatherproof and spotlights.	

Model Description	Measurements	Service Provider submitted specifications
	An electric winch with min 5000 kg pulling power with at least 30-metre cable of at least 10mm diameter shall be mounted on the bulbar. With a remote control and be electrically reversible LED spotlights will be fitted to the bull bar with the following specifications and must shall carry a lifetime warrantee: • Watts: 33 • LED's: 9 • Raw Lumens: 2736 • Lux @ 10m: 2115.35 • Peak Beam Intensity: 211535 cd	
SUPER STRUCTURE & LOCKERS		
The entire apparatus body shall be manufactured from aluminium. A 3D Isometric design shall be supplied to prior to manufacturing the unit. Such design shall indicate all	The vehicle shall be fitted with an aluminium superstructure enabling a locker design capable of housing all equipment. The superstructure shall be ergonomically designed to enhance wind resistance at high speeds.	

Model Description	Measurements	Service Provider submitted specifications
relevant criteria and the design shall be signed off before any work is done. All Aluminium used is international quality 6063 T6 and 6261 T6. All body panels except tread plate shall be painted. -The interior of the lockers will also be painted with a durable marble type finish. Detailed stress analysis should be done on all designs to ascertain the highest possible yield strength. The following lockers will be provided: • One locker each side behind the crew cabin with	Two (2) roller shutter doors shall be fitted to the vehicle, one each side of the vehicle The interior layout of the super structure shall be such that all equipment is mounted to ease the removal and replacement thereof into storage position. All equipment storage devices shall be fixed type enable operators to have easy access to the equipment.	

Model Description	Measurements	Service Provider submitted specifications
full height roller shutter doors • One locker each side behind the water tank • One rear pump bay locker • At each locker, there will be a fold down step to allow the crew to have easy reach to the locker. • All lockers, except the pump bay locker will have one adjustable shelf • Two pull out shelves will be fitted in lockers identified during equipment mounting • All compartments will be coated on the inside with a heavy-	 The coat of arms of Lesotho is centered in the background of the table. It features a shield with a green upper half and a yellow lower half. In the center is a yellow sun with rays. Below the sun is a large gear. Two crossed pickaxe heads are positioned behind the shield. Above the shield is a golden crown with white feathers. Two blue birds with red throats stand on either side of the shield. At the base is a white banner with the text 'KE ŠOMA LE SETŠHABA'.	

Model Description	Measurements	Service Provider submitted specifications
duty durable marble finish type coating to ensure prolonged life and durability when handling equipment. - The lockers will be illuminated with LED strip illumination. - Aluminium drip rails will be fitted above each locker compartment		
ROLLER SHUTTER COMPARTMENT DOORS		
Roller shutter compartment doors	Aluminium roller shutter compartment doors to be fitted in a flush style ensuring that the entire door fits flush against the apparatus body sides. The roller shutter doors shall be fully enclosed within structural members and shall not obstruct the clear door opening.	

Model Description	Measurements	Service Provider submitted specifications
	All compartment doors shall be provided with hollow core weather stripping to provide a weather tight seal at the door opening and to prevent road spray and debris from entering the compartment. Doors shall be lockable. The colour of the roller doors shall be black	
WATER AND FOAM TANK		
Water and foam tank	The tanks must be of a specific configuration and should be so designed to be completely independent of the body and compartments. The tank is mounted along the centre of the chassis frame rail on cushioned mountings. The side wall of the water tank is also the side wall of the vehicle. Transverse and Longitude baffles are fitted to minimize surge protection during travel.	

Model Description	Measurements	Service Provider submitted specifications
	The capacity of the water tank and foam tanks combined will be 5500 litres. (5000 litre water and 500 litre foam) The water and foam tanks are constructed of GRP and should carry a 10 year/lifetime warrantee. A sump, 38mm drain valve should be used at the bottom and used as a combination for clean out and tank drain. An anti-swirl plate should be located above the sump. Manhole covers should be furnished with a man lid breather to release any build-up of pressure in the water/foam tank. An overflow dome should be fitted for hydrant filling. Two tank level gauges for the Water and foam tank levels installed at the pump panel indicated on the vehicle management system	

Model Description	Measurements	Service Provider submitted specifications
FIRE FIGHTING PUMP		
Rear mounted firefighting pump	The vehicle to be fitted with a PTO driven pump, with the following specifications: • A rear mounted pump must be fitted. • It should be a dual stage centrifugal pump and driven via a balanced propeller shaft via the transmission PTO • The fire pump should be powerful and wear-resistant centrifugal pump, rugged, designed for dirty water, safe to operate and require very easy and low maintenance with reduced whole life costs • Enhanced material selection to ensure long life.	
PUMP PERFORMANCE DATA	PERFORMANCE LOW PRESSURE: Output 3000 l/min at 10 Bar PERFORMANCE HIGH PRESSURE: Output 300 l/min at 40 Bar	

Model Description	Measurements	Service Provider submitted specifications
	PERFORMANCE LOW PRESSURE (MAX): 4200 l/min	
Primer & Deep/suction lifting	• Primer ranges up to 7.5 metres • Primer should be a twin automatic piston primer with a 24 Volt electromagnetic clutch	
Pump discharges	• Four (4) 65mm BS outlets with blank caps with 2 mm centre hole • Two (2) High Pressure outlets to Hose Reels • The 65mm pump discharges will be rear facing with screw down controls • One (1) discharge to roof monitor	
Pump intake	• One (1) 140mm (5 ½") PN16 RT suction inlet, with blank cap and chain. • And with a screw on three way collecting head with 65mm couplings (male)	
Pump Panel: To be fitted directly above	The pump panel features:	

Model Description	Measurements	Service Provider submitted specifications
the pump in the pump bay area	• Pump compound pressure gauge • Pump high pressure gauge • Warning light for PTO engaged • Engine and pump revolution control • Electric tank level indicators for water and foam • Discharge pressure gauges • Pump compartment light switch • Hose reel control valves • Pump hour meter • Two LED tank level gauges will be fitted on the pump panel. • As indicated at the tank spec	
FIRST AID HIGH PRESSURE HOSE REELS	• Two (2) high-pressure gear crank driven and electric rewind hose reels will be fitted one (1) on each side of the vehicle. • The reel must be furnished with standard 30m x 25mm dia.	

Model Description	Measurements	Service Provider submitted specifications
	High Pressure hose and with a high-pressure select flow fog gun and c/w foam attachment, secured next to hose reel within bracket.	
Roof Monitor	- A manually controlled monitor with Nozzle must be fitted on the deck above the pump. - Flow Rate: 0-3500 LPM - Horizontal Movement: Continuous 360° - Vertical Movement: 90° below to 90° above horizontal - Operation Energy Source: Manual	
PLUMBING		
Plumbing	All plumbing must be stainless steel and rigid piping and designed not to cause any obstruction and limit friction and loss of pressure to a minimum	
TANK FILL		
Tank to pump plumbing	A 65 mm fill line from the side of the tank is furnished so the tank can be filled from a hydrant. Ball valve operated. This fill inlet must be plumbed to the left side of the vehicle.	

Model Description	Measurements	Service Provider submitted specifications
TANK TO PUMP	A tank to pump valve to be furnished, complete with a flexible connection and enclosed in the pump area. Pneumatic valve must be installed with manual override	
FINISHES		
Hard suction hose trays	Two (2) 3m hard suction hoses shall be properly mounted and secured in an aluminium bracket. The bracket will be fitted on the roof on the nearside of the vehicle.	
Slip resistant walkway service	All exterior surfaces designated as stepping, standing, and walking areas shall have an aluminium tread plate slip-resistant finish.	
Rear access	One (1) access ladder shall be mounted at the rear of the vehicle to provide easy access to the roof. Grab handles shall be fitted where applicable.	
Rub rail	Rub railing shall be fitted along both sides of the vehicle body. The inside of the rub rail will feature three (3) amber warning lights on each side of the vehicle. The interior of the rub rail will be fitted with yellow reflective 3M tape.	
ELECTRICAL		

Model Description	Measurements	Service Provider submitted specifications
Electrical	• Should be 24-Volt electrical system • Electrical wiring and cables must be fastened to the frame or body structure of the apparatus and shall be furnished with protective looms, grommets, and other devices at each point where they pass through body panels or structural members or wherever they lay against a sharp metal edge. • Where any through-the-frame connectors are provided, any such connector and/or wiring shall be protected from shearing or tearing. • The body electrical system shall be designed specifically for the apparatus body. • Wiring diagrams must be supplied with the tender. All wiring shall run via a clearly marked fuse box indicating the final destination of the wiring. A comprehensive wiring diagram shall be supplied with the vehicle on delivery.	

Model Description	Measurements	Service Provider submitted specifications
	- The body wiring system must consist of a premade electrical harness which is made up according to SANS regulations and is clearly marked. All wiring terminates in a separate junction box that is clearly marked and has separate fuses and circuit breakers - All lighting on the vehicle must conform to SABS and the National Road Traffic Act and should be homologated as such. Audible reverse alarm to be included.	
COMPARTMENT LIGHTING		
Compartment lighting	- All equipment compartments shall be provided with LED lighting mounted to the top of the compartment (as mentioned under lockers). - Compartment lights shall switch on by means of door activation. - A warning light in the cab shall indicate when locker lights are on and have a master switch in the cab.	
ELECTRONIC SIREN AND PA SYSTEM		

Model Description	Measurements	Service Provider submitted specifications
Electronic siren and PA system	A 100-Watt minimum, 3-tone siren with Wail, Yelp, Phasor and auxiliary tones with a hardwired microphone, PA system and speaker shall be provided.	
GROUND LIGHTS		
Ground lights	- The vehicle to be fitted with six ground lights recessed into the rub rail and rear-angle plate. - Sufficient lights are to be provided to illuminate the area around the vehicle. Step and ground lights must be fitted. 2 Ground lights each side must be cool white angled downwards and fitted in Rub Rail. 2 Ground lights at the rear must be cool white angled downwards and fitted under vehicle. 2 x Step lights recessed one on each side of the cab step. - Each light shall have a 400 Lumen output and project light angled downwards	
LED emergency light bar	One (1) red LED light bar shall be mounted on chassis	

Model Description	Measurements	Service Provider submitted specifications
	cab roof and have the following specifications: ○ 1200mm ○ 24 V ○ Red with 4 X 6 LED D -Fuser corner light heads and 4 X 3 LED forward facing light heads. • 1 x 100W Integrated Speaker	
Rear emergency lights	Four (4), 2x2 Red Flashers shall be mounted on either side of the rear of the body.	
Flashers	• Two (2) Red LED lights shall be mounted on each side of the vehicle body upper level – Four in Total • One (1) Red LED light will be fitted in the rub rail in the centre of the vehicle lower level • Two (2) Red LED lights shall be mounted on the front of the vehicle • Series and brand subject to approval of the Municipality	

Model Description	Measurements	Service Provider submitted specifications
Light mast (Pneumatic)	- The mast shall be a pneumatic mast capable of extending above the vehicle roof and will be fitted with three of the following light heads: - A 3 x7000 lumens LED light mast to be fitted to the mast - Pneumatically operated and lowers automatically when the handbrake is released. - Power to the lights shall run from vehicle battery system - The mast must lower in a protective housing on the roof of the vehicle.	

3.3 EQUIPMENTS: THE FOLLOWING EQUIPMENTS AND TOOLS MUST BE SUPPLIED AND FITTED ON THE VEHICLE

Fire Equipment: All equipment shall be securely mounted and fitted to the vehicle	
Pike pole	One (1)
Halligan tool	One (1)
9kg DCP extinguisher	One (1)
900mm bolt cutter	One (1)
Toolbox c/w tools	One (1)
Felling axe	One (1)
Crowbar	One (1)
Spade	One (1)
Garden fork	One (1)
Road cones	Ten (10)
Step chocks set	One (1) set
Chain saw	One (1)
Suction strainer	One (1)

Fire Equipment: All equipment shall be securely mounted and fitted to the vehicle	
Suction wrenches	Two (2)
Hard suction hoses 3m	Two (2)
Three-way collecting head	One (1)
Two section extension ladder 7,3m	One (1)
Full/complete SCBA sets with cylinders (Masks, backpack, regulators etc.)	Four (4) set mounted as per
Spare Cylinders	Four (4)
Acron type pistol grip branches	Two (2)
Dividing breach	One (1)
Collecting breach	One (1)
Fire hoses, rubber 45mm x 30m	Ten (10)
Fire hoses, rubber 65mm x 30m	Ten (10)
Hydrant key cross type	One (1)
65mm hose ramps set	One (1) set
Low expansion foam branch	One (1)
Inline inductor with pick-up tube	One (1)
HYDRAULIC RESCUE EQUIPMENT:	
• 1 x Set of Hydraulic Rescue tools shall be fitted on vehicle. The tools must be fitted in custom brackets on the slide out trays of the vehicle. • Preference shall be given to tenderers who offer extended warranties. The hydraulic rescue equipment shall be NFPA 1936 compliant. • Maximum working pressure not less than 720 bar. • Pump must have 3-stage pump technology for high flow/speed in 2nd stage and lower flow/speed in 3rd stage for more tool control. • Fitted with single maintenance friendly flat-face couplers (easy to clean) for coaxial one hose system. • Auto-lock couplers: for safety reasons couplers shall be provided with a locking device to prevent accidental uncoupling during operation (acc. EN13204 norm). • Couplers shall have a two-step unlocking system. • Couplers should be flat-face type to prevent dirt entering the couplers and hydraulic system and for ease of cleaning the couplers. • For ease of handling the couplers shall be one hand operated and only one push needed to connect the couplers. • Possibility to dis-connect couplers without using a release valve and while the system is under flow. • The price shall include full training for individuals in the proper use and care of hydraulic rescue tools. Training shall be performed at a time and location convenient for the purchaser.	

The following tools are required	
Hydraulic power unit x 1	• Engine: petrol driven; minimum 3.1 HP / 2.3 kW. • 2-tool connection / simultaneous operation of 2 tools. • Maximum working pressure not less than 720 bar. • Hydraulic pump: 2 x three-stage axial. • Flow 1st – 2nd – 3rd stage: min. 2 x 2900 – 2 x 1300 - 2 x 550 cc/min. • Capacity oil tank not less than 4000 cc. • Equipped with two single flat face auto-lock couplers for a coaxial (hose-in-hose) hose system. • Equipped with oil level indicator for quick and easy checking oil level from the outside. • Weight including hydraulic oil, engine oil, fuel and couplers shall not exceed 23 kg. • Dimensions (LxWxH) shall not exceed 455x315x460 mm. • Engine and pump unit must be fully protected by steel frame including soft grip carrying handle.
Hoses x 2 one hose system	• Max. working pressure bar/Mpa 720 / 72 • Length 10m • Fitted with two single flat-face couplers (one on each side) for coaxial one hose system • Weight, ready for use kg 4.7 • Temperature range °C -20 + 55 • NFPA 1936 compliant • EN 13204 classification • Safety factors / tests hydraulic safety ratio hose 4:1 • Supplied with: ◦ Bend restrictor on both sides ◦ Hose binders
Hydraulic cutter x 1	• In fully open position blades must have U-shape design allowing the blades to pull material into the cutting recess. • Blade opening at the tips of the blades bigger than 180 mm • Maximum force not less than 1350 kN • Equipped with a single flat face auto-lock coupler for a coaxial hose system. • Cutting round bar (acc. to EN13204) not less than 41 mm • Cutting capacity acc. EN13204 at least category K • Cutting capacity acc. NFPA1936 at least A8 B8 C7 D9 E9 F4

The following tools are required	
	• To improve durability, the blades must be machined from high grade tool steel and not forged • Aluminium blade holder fitted with a set of steel protection covers to shield the front of the tool from damage during the rescue operation • Maximum working pressure not less than 720 bar. • Weight including hydraulic oil should be below 16 kg. • Dimensions (LxWxH) shall not exceed 760 x 280 x 205 mm. • To assist the operator and increase safety while working in dark or poorly lit circumstances the carrying handle shall have integrated LED lights. • Certified according to EN13204 and/or NFPA1936 norm by an independent test institute.
Hydraulic spreader x1	Minimum spreading force 25 mm from tips (acc. to EN13204) not less than 40 kN. Spreading opening not less than 725 mm. • Maximum spreading force at steel tips (not at aluminium arm) not less than 275 kN. • Pulling force not less than 45 kN. • Pulling distance not less than 610 mm. • Squeezing force not less than 55 kN. • Maximum working pressure not less than 720 bar. • Weight including hydraulic oil shall not exceed 14.5 kg. • Dimensions (LxWxH) shall not exceed 820x290x220 mm. • Fitted with a single flat-face coupler for coaxial one hose system • To assist the operator and increase safety while working in dark or poorly lit circumstances the carrying handle shall have integrated LED lights. • Certified according to EN13204 and/or NFPA1936 norm by an independent test institute.
Small telescoping RAM	• Pushing force first plunger not less than 215 kN • Pushing force second plunger not less than 100 kN • Number of plungers: 2 • Total stroke not less than 270 mm • Retracted length not more than 340 mm • Extended length more than 600 mm • Maximum working pressure not less than 720 bar. • Fitted with a single flat-face coupler for coaxial one hose system

The following tools are required	
	• Ram head equipped with integrated laser that marks the ramming spot for first time right positioning. • Weight including hydraulic oil shall not exceed 9.2 kg • Dimensions (LxWxH) shall not exceed 280x110x340 mm • Certified according to EN13204 and/or NFPA1936 norm by an independent test institute. • Equipped with high flow valve for quicker opening • To assist the operator and increase safety while working in dark or poorly lit circumstances the ram shall have a total of at least six integrated LED lights illuminating both the plunger and the base side of the ram. • The tool must be labelled with an NFPA1936 compliance label with identifying mark of the independent test institute. <u>Accessories</u> Extension pipe lengths 250 mm and 450 mm
Large telescoping RAM	• Fitted with a single flat-face coupler for coaxial one hose system • Pushing force first plunger not less than 215 kN • Pushing force second plunger not less than 100 kN • Number of plungers: 2 • Total stroke not less than 720 mm • Retracted length not more than 560 mm • Extended length more than 1280 mm • Maximum working pressure not less than 720 bar. • Ram head equipped with integrated laser that marks the ramming spot for first time right positioning. • Weight including hydraulic oil shall not exceed 15kg • Dimensions (LxWxH) shall not exceed 280x110x560 mm • Certified according to EN13204 and/or NFPA1936 norm by an independent test institute. • Equipped with high flow valve for quicker opening • To assist the operator and increase safety while working in dark or poorly lit circumstances the ram shall have an integrated LED lights illuminating both the plunger and the base side of the ram.
SCBA Sets mounting	• Four complete sets of Self-Contained Breathing Apparatus must be supplied and fitted.

The following tools are required	
	• The SCBA shall be mounted to the back of the rear seat with quick dawning harnesses. • The co-driver and passenger seat will be fitted with a rear SCBA bracket. • The backrest will have a bracket to stow a composite SCBA cylinder. • The backrest will consist of the following: ○ Frame ○ Tilt able Headrest ○ SCBA Holding Bracket, ○ Padded Back Support, ○ Headrest, ○ Release Mechanism. The padding and headrest will be covered with durable automotive vinyl type material that is easily washable
Accessories	One (1) each of the following accessories shall be supplied. • Vehicle hydraulic jack with handle • Wheel wrench • Pair of reflective triangles • Tool roll • owner's manual/service booklet,
Branding	Branding on the fire engine as specified by Chief Fire Officer from the municipality.

BID NUMBER: COR-A03/2021/2022

SCHEDULE OF PRICES

DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
Fire engine Tanker	1		
Sub Total:			
VAT @15%:			
TOTAL:			



NB: at the anniversary of the contract, price increase will be in line with the consumer price index (CPIX)

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

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000.00 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000.00 (all applicable taxes included).

1.2 - The value of this bid is estimated to not exceed R50 000 000.00 (all applicable taxes included) and therefore the 80/20 system shall be applicable; or

- The 80/20-preference point system will be applicable to this tender.

(delete whichever is not applicable for this tender).

1.3 Points for this bid shall be awarded for:

- (a) Price; and

(b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents;
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;

(h) **“proof of B-BBEE status level of contributor”** means:

- 1) B-BBEE Status level certificate issued by an authorized body or person;
- 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
- 3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: = (maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted%

ii) The name of the sub-contractor

iii) The B-BBEE status level of the sub-contractor

iv) Whether the sub-contractor is an EME or QSE
(Tick applicable box)

YES		NO	
-----	--	----	--

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:

8.2 VAT registration number:

8.3 Company registration number:

8.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

☐ One-person business/sole propriety

☐ Close corporation

☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....

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

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:

8.8 Total number of years the company/firm has been in business:

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....
.....

N.B: ATTACH B-BBEE VERIFICATION CERTIFICATE



BID NO: COR-A03/2021/2022

EVALUATION PROCESS AND CRITERIA

The following evaluation process and criteria will be used to evaluate all bids submitted:

1. Administrative Compliance – Phase One

1.1 All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further evaluation.

1.2 Critical Criteria:

The following critical criteria have been identified for this bid and any non compliance thereto will lead to the bid being regarded as non-responsive and disqualified from further evaluation:

- Provide Central Supplier Database (CSD) number
- All Pages of the bid document must be initialed and signed where required.
- Compulsory briefing session must be attended
- Completed and signed declaration on past SCM practices form **(MBD8)**
- Completed and signed declaration of interest **(MBD4)**
- Signed J/V agreement submitted (Where applicable).
- Copy of municipal rates and taxes statement of account which is not older than three (3) months or lease agreement or letter from local authority.

2. Functionality– Phase Two

Bidders must score a minimum of 70 points to proceed to the next phase of evaluation.

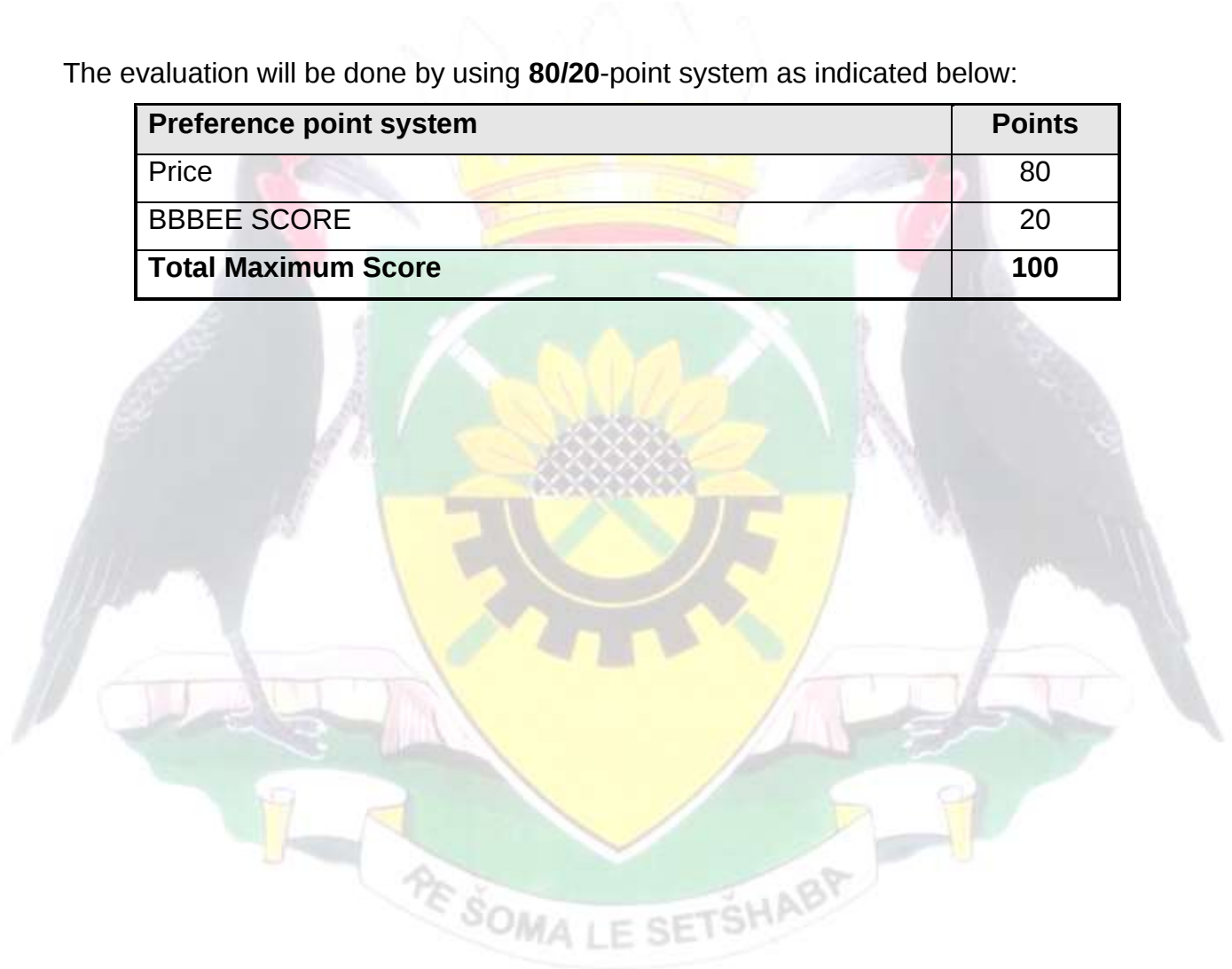
Functionality	Points
Experience in Similar project (procurement and manufacturing and delivery of fire vehicles) Include minimum reference, registration plates, amounts and quantities from government departments or entities	
1 - 2 years	30

Functionality	Points
3 - 4 years	70
5 and above	100

3. Price and Equity– Phase Three

The evaluation will be done by using **80/20**-point system as indicated below:

Preference point system	Points
Price	80
BBBEE SCORE	20
Total Maximum Score	100



Good standing with SA Revenue Services

Complicate with Employment Equity Act 55 of 1998

Attach a valid certificate from the Department of Labour, or a declaration by the designated employer, that the employer complies with the relevant chapters of the Employment Equity Act.

A failure to comply with the above is sufficient ground for rejection of any offer to conclude an agreement or for cancellation of the agreement.

Definitions in terms of the last mentioned Act

“designated employer means:-

- a) an employer who employs 50 or more employees;
- b) an employer who employs fewer than 50 employees, but has a total annual turnover that is equal to or above the applicable annual turnover of a small business in terms of Schedule 4 to this Act.”

“Schedule 4”

TURNOVER THRESHOLD APPLICABLE TO DESIGNATED EMPLOYERS

Sector or sub sector in accordance with the Standard Industrial Classification	Total annual turnover
Agriculture	R 2,00 m
Mining	R 7,50 m
Manufacturing	R 10,00 m
Electricity, Gas and Water	R10,00 m
Construction	R 5,00 m
Retail and Motor Trade and Repair Services	R 15,00 m
Wholesale Trade and Repair Services	R 25,00 m
Catering, Accommodation and Other Trade	R5,00 m
Transport, Storage and Communications	R 10,00 m
Finance and Business Services	R 10,00 m
Community, Social and Personal Services	R 5,00 m

SMEE Status

Provide details on the following:

Sectors/Sub-Sector in which located -----

Total Full-time Equivalent of paid Employees-----

Total Annual Turnover -----

Total Gross Asset Value-----

Size or Class (Medium, Small, Very Small, Micro) -----

Note =: If all of the above does not adhere to the definition of a single class, use the Total Annual only to decide on the class.



MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
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, hareholder²):

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.

.....

¹MSCM 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.

² 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

ANNEXURE B**CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS**

TO: MUNICIPAL MANAGER, CAPRICORN DISTRICT MUNICIPALITY

FROM: _____ (Name of Bidder)

FURTHER DETAILS OF BIDDER(S); DIRECTORS/SHAREHOLDERS/PARTNERS, ETC.

Directors/shareholders/ Partner	Physical address of the Business	Municipal Account No.	Physical residential address of the Director/Shareholder/Partner	Municipal Account No.

NB: Please attach certified copy(ies) of ID document(s)_____
Signatory_____
Date**Witnesses**

1. _____

Full Names_____
Signature_____
Date

2. _____

Full Names_____
Signature_____
Date

AUTHORISATION FOR DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL

TO: MUNICIPAL MANAGER, CAPRICORN DISTRICT MUNICIPALITY

FROM: _____ (Name of the Bidder or Consortium)

I, _____ the undersigned, hereby authorise the Capricorn District Municipality to deduct the full amount outstanding by the business organisation/Director/Shareholder/Partner, etc. from any payment due by us/me.

Signed at _____ Date _____ Month _____ 20 _____

Print Name: _____

Signature: _____

Thus done and signed for and on behalf of the bidder/Contractor

Signatory_____
Date

Witnesses

1. _____

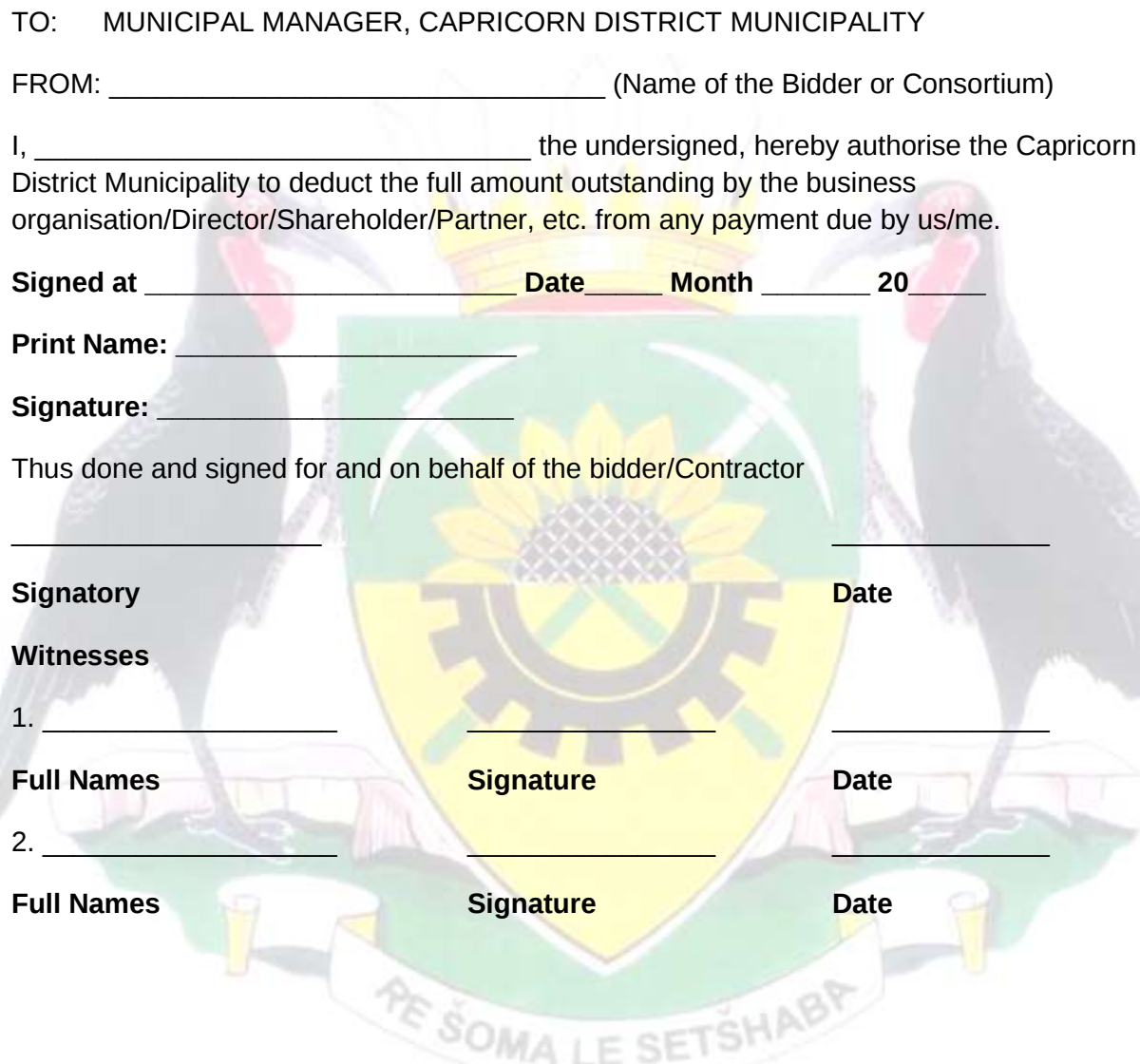
Signature_____
Date

Full Names

2. _____

Signature_____
Date

Full Names



RE ŠOMA LE SETŠHABA

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ 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).² 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.
- 4 In order to give effect to the above, the attached Certificate of Bid Determination (MBD
- 6 must be completed and submitted with the bid:
- ¹ **Includes price quotations, advertised competitive bids, limited bids and proposals.**
- ² **Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.**

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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 will not be construed as collusive bidding.
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.

³ 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

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