



CLUSTER

FINANCE

UNIT

CITY FLEET

DEPARTMENT

SUPPORT SERVICES

PROCUREMENT DOCUMENT **GOODS / SERVICES**

Documents are to be obtained, free of charge, in electronic format, from the [National Treasury's eTenders website](#) or the [eThekini Municipality's website](#).

Tender No: 1J-3908

Title: **Manufacture, Supply, Delivery and Maintenance of Double Decker Buses for eThekini Municipality for a period of thirty-six (36) months as and when required**

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: [A Non-Compulsory Clarification Meeting will be held on MS Teams on 26 October 2023 at 10:00am.](#)

Queries can be addressed to: [All e-mail queries to be submitted by 09 November 2023 and consolidated questions and answers to be uploaded on the website by the 16 November 2023.](#)

General / Contractual: [Nonkululeko Gama; Tel: 031 3225064; eMail: Nonkululeko.gama@durban.gov.za](#)

Technical: [Nonkululeko Gama; Tel: 031 3225064; eMail: Nonkululeko.gama@durban.gov.za](#)

DELIVERY OF TENDERS

Sealed Tenders, addressed to the City Manager and marked with the Tender Number, are to be placed in the Tender Box [located in the ground floor foyer of the Municipal Buildings, 166 KE Masinga Road \(Old Fort Rd\), Durban](#) (and not any other municipal department), no later than:

Closing Date: [Friday, 24 November 2023](#)

Time: [11:00am](#)

FACSIMILE, eMAIL or POSTED TENDERS WILL NOT BE ACCEPTED

Issued by:

ETHEKWINI MUNICIPALITY

Deputy Head:

SUPPORT SERVICES

Issued: [October 2023](#)

Document Version: [24/02/2023](#)

NAME OF TENDERER:

Tender Price: R

VAT Registered: YES / NO
(circle applicable)

PROCUREMENT DOCUMENT (Goods / Services)

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SECTION 1: GENERAL INFORMATION

YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF THE ETHEKWINI MUNICIPALITY

TENDER No.: 1J-3908

DESCRIPTION: Manufacture, Supply, Delivery and Maintenance of Double Decker Buses for eThekwini Municipality for a period of thirty-six (36) months as and when required

CLOSING DATE / TIME: Friday, 24 November 2023 at 11:00am

All tenders must be submitted on official tender documentation issued (in electronic format) by the eThekwini Municipality from:

1. the National Treasury's eTenders website (<https://www.etenders.gov.za/>), or
2. the eThekwini Municipality's website (<https://www.durban.gov.za/pages/business/procurement>).

Electronically downloaded documentation should be printed by the tenderer.

Tenderers are required to be registered on the **National Treasury Central Supplier Database** (CSD) as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture.

Registration on the **eThekwini Municipality's Database** can be done via website: <https://ethekwinivendor.durban.gov.za/>

Tenderers should ensure that tenders are delivered timeously to the correct address as stated in the Conditions of Tender. If a tender is late, it will not be accepted for consideration.

The Municipality will consider a tender submitted in response to this request for tender to be an offer from your company to perform the supply on the basis of that tender. Accordingly, please review the attached General and Special Terms and Conditions which will form the basis for any supply arrangement entered into between the Municipality and your company.

The Municipality is seeking tenders from potential suppliers only and makes no representation or promise in relation to procuring work from a supplier or suppliers. The Municipality will not be responsible for any costs associated with preparing and submitting a tender.

The Municipality does not bind itself to accept the lowest or any tender. It reserves the right to accept the whole or any part of a tender to place orders. Bidders shall not bind the Municipality to any minimum quantity per order. The successful Tenderer (s) shall be bound to provide any quantities stipulated in the specification.

The successful tenderer will be required to fill in and sign a written Contract Form (MBD 7).

NB: NO TENDER WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE
(as defined in Regulation 44 of the Local Government: Municipal Supply Chain Management Regulations).

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(Failure to do so may result in your tender being disqualified)**

Name of Tenderer:

Postal Address:

Street Address:

E-Mail Address:

Telephone Number: - - -

Cell phone Number: - - -

Facsimile Number: - - -

Circle Applicable

Is your entity registered on the **eThekwini Municipality's supplier database?** YES / NO

If YES insert your PR Number: PR

Is your entity registered on the **National Treasury Central Supplier Database (CSD)?** YES / NO

If YES, insert your MAAA Number: MAAA

Insert a SARS Tax Compliance Status PIN

Is your entity VAT registered? YES / NO

• If YES insert Vat Registration Number:

Has a **Declaration of Municipal Fees** been submitted? YES / NO

Has a **Declaration of Interest** (MBD 4) been submitted? YES / NO

Has a **Declaration for Procurement Above R10 Million** (MBD 5) been submitted? YES / NO

Has a **Preference Points Claim** (MBD 6.1) been submitted? YES / NO

Has a **Declaration of Bidder's Past SCM Practices** (MBD 8) been submitted? YES / NO

Has a **Certificate of Independent Bid Determination** (MBD 9) been submitted? YES / NO

Are you the accredited representative in South Africa for the goods / services / works offered? If YES, enclose proof at the back of the tender submission. YES / NO

Signature of Tenderer: Date:

Name / Surname: (in block capitals)

Capacity under which this tender is signed:

SECTION 2 : CONDITIONS OF TENDER – (Goods / Services : June 2019)**INDEX**

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(5) **Official Tender Form (see Section 9)**

- **Legal Status of Tenderer**

It is essential for the purpose of entering into a legal contract that *Bidders* state on the Official Tender Form, under "Name and Address of Tenderer", their full legal status:

- the full registered name of the company making a *tender*; or
- if the *Tenderer* is a person conducting business under a recognised trading name then:
 - (1) State the name of the person(s);
 - (2) State recognised trading name; and
 - (3) State whether an owner, co-owner, proprietor, etc.

(b) **Signing of Official Tender Form**

Failure of a *Tenderer* to complete, in its entirety, and sign the Official Tender Form will invalidate the *tender*.

(c) **Authority of Signatory**

Bidders are to complete and sign the Authority of Signatory returnable document, and attach the required additional documents.

(d) **Differences or Discrepancies**

Should there be any difference or discrepancy between the prices or price contained in the Official Tender Form and those contained in any covering letter from the *Tenderer*, the prices or price contained in the Official Tender Form shall prevail.

(6) **Any additional Schedules, Forms, or Certificates as stated in the SCT.**

5. **INFORMATION TO BE SUPPLIED REGARDING SUB-CONTRACTORS**

Bidders are to state in their *tenders*, or covering letters, whether, if the contract were to be awarded to them, the whole of the work would be executed by them in their own workshop / factory. If the answer is in the negative, they are required to state which part(s) would be handed to sub-contractors and the name and address of such sub-contractors.

6. **SAMPLES**

Bidders may be required to state where samples of the full range of products can be inspected or be required to submit samples for inspection prior to the closing date of the *tender*.

7. **MANUFACTURERS**

The names of the manufacturers of the goods or equipment offered must be stated in the *tender*.

Bidders who are not manufacturers, accredited distributors, or agents must provide a valid agreement / Joint Venture Agreement, entered into with the manufacturer, accredited distributors, or agents, with their submission. This agreement must meet all the requirements as laid down in the *tender* document, and must cover the contract period.

8. **CLARIFICATION**

The Head: Supply Chain Management Unit, or an authorized representative, may request clarification or further information on any aspect of the *tender*. The *Tenderer* **must** supply the requested information within the time specified. Failure to comply will render the *tender* non-responsive.

9. **PRICING**

Bidders would be precluded from this *tender* if their pricing structure deviates from the Official Tender Form.

- **Nett Prices**

All prices shall be quoted in South African currency (Rand) after deduction of any brokerage or discount allowed to the *Municipality*.

- **Unit Prices**

Bidders shall quote only one price in respect of each item. Such price is to hold good for the full duration of the contract period, being subject to variation only in accordance with specified criteria, as stated in the ***Conditions of Contract***.

- **Firm Tenders**

Bidders may submit firm prices for each 12 month period. These prices shall be free from all fluctuations, including any statutory increases.

- **Value Added Tax (V.A.T)**

Prices exclusive and inclusive of VAT must be stated separately on the Official Tender Form.

10. **ESTIMATED QUANTITIES**

The estimated quantities are set out in Section 8 : Bill of Quantities / Schedule of Rates/Activities which forms part of the official tender documents. The quantities are stated purely for the information of the *Bidders* and are in order to ascertain an estimated total contract price. The *Supplier* will, however, be bound to supply whatever quantity or quantities the *Municipality* may actually require, and may exceed, or be less than, the estimated quantities stated.

11. **DELIVERY, RISK, PACKAGES, ETC**

- (1) Unless otherwise provided, all goods are to be supplied only against the form of order issued by the *Municipality*.
- (2) *Bidders* shall quote a unit price which shall include delivery to the specified delivery point, as stated in the ***SCT***.
- (3) The risk in all goods purchased by the *Municipality* under the contract shall remain with the *Supplier* until such goods shall have been duly delivered.
- (4) *Bidders* shall clearly state the period within which delivery will be made after receipt of the official order, as this may be material in the adjudication of the *tender*.

12. RATES OF EXCHANGE

(1) Where the goods are imported the *Supplier* shall, within seven days of date of official Purchase Order, arrange through their bankers for the foreign commitment to be covered forward down to the Rand in order to fix the rate of exchange. The *Supplier* shall notify the *Municipality* as soon as possible thereafter regarding the rate which has been fixed on such forward exchange.

Any increase or decrease between the basic rate of exchange as at a date seven days prior to the date of closing of *tenders* and that existing at the date of establishment of the forward exchange cover within the period stipulated above shall be paid or deducted by the *Municipality*. Upon the failure of the *Supplier* to arrange forward exchange cover, the *Supplier* shall be liable should there be any increase in the basic rate of exchange occurring after the last mentioned date.

The bank charges incurred in obtaining the forward exchange cover shall be for the *Municipality*'s account.

(2) The *Supplier* shall on request:

- (a) Submit documentary proof of the rate of exchange; and
- (b) When an adjustment is claimed in terms of this sub-clause, whether by the *Supplier* or the *Municipality*, submit documentary proof to the satisfaction of the Deputy City Manager: Treasury in respect of such claim.

13. IMPORT PERMITS

- In order to minimise special importation, *Bidders* should, where possible, have recourse to local suppliers and / or manufacturers.
- *Bidders* must state whether their *tender* is dependent upon the issue of a special import permit or whether they are able to supply the goods by making use of the import facilities available to them.
- In the event of a tender being dependent upon the issue of a special import permit, application for such special import permit shall be made by the *Tenderer*, unless otherwise provided for in the *SCT*.

14. EVALUATION PROCESS

The procedure for evaluation of responsive Tender Offers will be in accordance with the eThekwin Municipality's current SCM Policy and the Preferential Procurement Policy Framework Act (5 of 2000), and the Preferential Procurement Policy Framework Act Regulations (November 2022).

Details of additional evaluation criteria, if applicable, are stated in the *SCT*.

Evaluation points for price and preference will only be calculated for *Bidders* who comply with the contractual and technical specification, and if applicable, have attained the minimum Functionality Score as stated in the *SCT*.

The evaluation process of responsive *tenders* will be as follows:

- Score each *tender* in respect of the financial offer made and preferences claimed (if any);
- Calculate the total number of evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P$$

where: N_{FO} : is the number of evaluation points awarded for the financial offer; and N_P : is the number of evaluation points awarded for preferences claimed.
- Rank *tenders* from the highest number of evaluation points to the lowest.
- Recommend the *Tenderer* with the highest number of evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- Rescore and re-rank all *Bidders* should there be compelling and justifiable reasons not to recommend the *Tenderer* with the highest number of evaluation points, and recommend the *Tenderer* with the highest number of evaluation points, unless there are compelling and justifiable reasons not to do so, and the process set out in this sub-clause is repeated.

(1) Evaluation points awarded for the financial offer:

Reference is to be made to the Special Conditions of Tender (*SCT*), and returnable form 5(c) in Section 4.

INCOME-GENERATING CONTRACTS

The financial offer will be scored using the formula:

$$N_{FO} = W \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

GOODS and SERVICES

The financial offer will be scored using the formula:

$$N_{FO} = W \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where the value of W is:

- (a) **90** where the financial value inclusive of VAT of all responsive *tenders* received have a value in excess of R 50,000,000; OR
80 where the financial value inclusive of VAT of one or more responsive *tenders* offers have a value that equals or is less than R 50,000,000.

It is unclear (at the time of advertising) which of the two preference point systems applies. Either the 80/20 or 90/10 preference point system will apply, determined by the price offered by the lowest acceptable tender.

- (b) **Pmax** is the comparative offer of the most favourable comparative offer (highest acceptable tender).

- (c) **Pmin** is the comparative offer of the most favourable comparative offer (lowest acceptable tender).

- (d) **Pt** is the comparative offer of the *tender* offer under consideration.

(2) Evaluation points awarded for preference:

The **Specific Goals** for Preference Points are specified in the *SCT*.

15. BRIBERY AND COMMUNICATION WITH COUNCILLORS / OFFICIALS

(1) **Bribery**

No *Tenderer* shall offer, promise or give to any person or person connected with a *tender* or the awarding of a contract, any gratuity, bonus or discount etc, in connection with the obtaining of a contract.

(2) **Communication, Councillors and Officials**

A *Tenderer* shall not in any way communicate with a member of the *Municipality* or with any official of the *Municipality* on a question affecting any contract for the supply of goods or for any work, undertaking or services which is the subject of a *tender* during the period between the closing date for receipt of *tenders* and the dispatch of the written notification of the *Municipality*'s decision on the award of the contract; provided that a *Tenderer* shall not hereby be precluded:

- (a) At the request of the Head: SCM Unit, or an authorized representative, from furnishing him with additional information or with a sample or specimen for testing purposes or otherwise from giving a demonstration so as to enable the recommendation to the Bid Committee on the award of the contract to be formulated;
- (b) From obtaining from the Head : SCM Unit, or an authorised representative, information as to the date upon which the award of the contract is likely to be made, or, after the decision upon the award has been made by the *Municipality* or any Committee to which the *Municipality* has delegated its powers, information as to the nature of the decision or such information as was publicly disclosed at the opening of *tenders* or from submitting to the Accounting Officer in writing any communication relating to their *tender* or the award of the contract or a request for leave to withdraw their *tender*; and
- (c) Provided further that nothing contained herein shall be construed so as to prevent information being sought and obtained from an Official in regard to any decision taken at an open Municipal meeting, or any Committee to which the *Municipality* has delegated its powers.

A contravention of subsection (1) and / or (2), or an attempt to contravene such subsection, shall be reported to the Accounting Officer, who may on receipt of such report disqualify the *tender* of the *Tenderer* concerned.

16. NEGOTIATIONS WITH PREFERRED BIDDERS

The *Municipality* reserves the right to invoke Regulation 24 of Municipal Finance Management Act if required.

- (1) The Accounting Officer may negotiate the final terms of a contract with *Bidders* identified through a competitive tendering process as preferred *Bidders*, provided that such negotiation:
 - Does not allow any preferred *Tenderer* a second or unfair opportunity;
 - Is not to the detriment of any other *Tenderer*; and
 - Does not lead to a higher price than the *tender* as submitted.
- (2) Minutes of such negotiations must be kept for record purposes.
- (3) Such negotiation may be delegated by the Accounting Officer.

17. CANCELLATION OF TENDER PROCESS

The municipality is entitled to cancel the tender at any time before the award of a tender and the decision to cancel the tender shall be published in the same manner in which the original tender invitation was advertised. The *Municipality* shall, in no way, be liable for any damages whatsoever, including, without limitation, damages for loss of profit, in any way connected with the cancellation of this bid.

18. ACCEPTANCE OF BID

- (1) The *Municipality* does not bind itself to accept the lowest or any *tender*, and reserves the right to accept the whole or any part of a *tender* to place orders.
- (2) The *Municipality* reserves the right to accept more than one technically and contractually compliant *tender* for part or the whole of the contract and to place orders on the price and availability.
- (3) *Bidders* shall not bind the *Municipality* to any minimum quantity per order.
- (4) The successful *Tenderer* (s) shall be bound to provide any quantities stipulated in the specification.
- (5) Tenders will only be accepted on condition that:
 - (a) The *tender* is signed by a person authorised to sign on behalf of the *Tenderer*.
 - (b) A valid (at time of close of tenders), original, Tax Clearance Certificate OR Tax Compliance Status PIN is included with the *tender* submission. Both should have sufficient validity to ensure the process is adequately covered;
 - (c) A *Tenderer* who submitted their *tender* as a Joint Venture has included an acceptable Joint Venture Agreement and a B-BBEE Certificate pertaining to the Joint Venture with their *tender*.
- (6) Financial Standing: The Head: Supply Chain Management reserves the right to require *Bidders* to submit evidence that their financial standing is adequate to meet their obligations under the contract should they be successful.
- (7) Change of Ownership or Major Policy: Where it is known to a *Tenderer* that a change in ownership or major policy (of the tendering entity) will occur, or is likely to occur, during a specified contract period, the scope and effect thereof must be fully defined in a covering letter to be submitted with the *tender*.
- (8) Purchase of Goods From Other Sources: Nothing contained in this contract shall be held to restrain the *Municipality* from purchasing from persons other than the *Supplier*, any of the goods described or referred to in this contract, if it shall in its discretion think fit to do so.
- (9) Capability and Breach of Contract: Tenderers that do not have the capability of undertaking this enquiry in terms of the requirements of the contract or have been in breach of contract previously will not be considered.

19. PAYMENT and FACTORING

Payment conditions will be as per the ***Conditions of Contract***.

Payment will be made only to the *Supplier*(s). Factoring arrangements will not be accepted.

20. APPEALS

In terms of Regulation 49 of the Municipal Supply Chain Management Regulations persons aggrieved by decisions or actions taken by the *Municipality*, may lodge an appeal within 14 days of the decision or action, in writing to the *Municipality*. The appeal (clearly setting out the reasons for the appeal) and queries with regard to decision of award are to be directed to the office of the City Manager, attention:

Ms. S. Pillay, P.O. Box 1394, Durban, 4000;
eMail: Simone.Pillay@durban.gov.za.

SECTION 3: SPECIAL / ADDITIONAL CONDITIONS OF TENDER

3.1 SPECIAL CONDITIONS OF TENDER (SCT)

The **Standard Conditions of Tender** (Goods / Services) make several references to the **Special Conditions of Tender** (SCT) for details that apply specifically to this tender. The **Special Conditions of Tender** shall have precedence in the interpretation of any ambiguity or inconsistency between it and the **Standard Conditions of Tender**.

Each item below is cross-referenced to the clause in the **Standard Conditions of Tender** to which it mainly applies.

SCT 3(1) TENDER INFORMATION: General

The tender document comprises of a cover page and **74** pages.

SCT 3(2) TENDER INFORMATION: Obtaining Tender Documentation

Documents are issued by the eThekwini Municipality electronic format.

Electronically downloaded documentation is obtainable from:

1. the National Treasury's eTenders website
 1. (<https://www.etenders.gov.za/>), or
2. the eThekwini Municipality's website
 1. (<https://www.durban.gov.za/pages/business/procurement>).

The entire document should be printed on A4 paper (one sided), and suitably bound by the tenderer.

SCT 3(3) TENDER INFORMATION: Queries Relating to this Tender

General and Contractual Queries are to be directed to:

Nonkululeko Gama; Tel: 031 3225064; eMail: Nonkululeko.gama@durban.gov.za

Technical Queries are to be directed to:

Nonkululeko Gama; Tel: 031 3225064; eMail: Nonkululeko.gama@durban.gov.za

SCT 3(4) TENDER INFORMATION: Briefing Session

A Non-Compulsory Clarification Meeting will be held on MS Teams on 26 October 2023 at 10:00am.

SCT 3(5) TENDER INFORMATION: Closing Date and Delivery of Tender Submissions

Sealed Tenders, addressed to the City Manager and marked with the Tender Number, are to be placed in the Tender Box **located in the ground floor foyer of the Municipal Buildings, 166 KE Masinga Road (Old Fort Rd), Durban** (and not any other municipal department), no later than: **Friday, 24 November 2023 at 11:00am**.

Bidders are to include, with their “hard copy” submission, a memory-stick containing an electronically scanned (300 dpi resolution) Public Document Format (PDF) copy of their complete bid submission. This PDF file should be named using the contract number and the bidder’s name, eg. “XX-xxxx – Tenderers Name.PDF”. The memory-stick must be securely fixed to the paper submission.

SCT 3(6) TENDER INFORMATION: Tender Validity and Withdrawal of Tenders

Tenders must hold good for 120 days following the date on which tenders are opened.

SCT 4(6) RETURNABLE SCHEDULES, FORMS, CERTIFICATES

There are no additional returnable schedules, forms, certificates

SCT 11(2) DELIVERY, RISK, PACKAGES, ETC

The specified delivery point is City Fleet Unit Head Quarters.

SCT 14 EVALUATION PROCESS

STEP 1

Offers will be accepted from bidder(s) who meet the following requirements.

- 14.1 Original Equipment Manufacturer or its accredited agents with a minimum of five (5) years’ experience in the manufacturing of buses as called for in this enquiry and who are fully conversant with the South African Bus Market, offering complete buses i.e. chassis and body; where the respondent is the chassis supplier that has access through an accredited dealer or company owned branch to comprehensive support services such as workshop repair facilities and spares holdings in the EThekweni Municipal Area.
- 14.2 A dealer accredited by the respective OEM (as per above) who has access to comprehensive support services such as workshop repair facilities and spares holdings in the EThekweni Municipal Area.
- 14.3 In a case of a bidder being a dealer/agent a letter from the manufacturer stating the accreditation is required.

STEP 2

Tenderers will be evaluated based on the most responsive price to specification and the procurement priorities / developmental objectives. Delivery period will also be taken into consideration at this stage.

14.4 Price and Preference

The procedure for the evaluation of responsive tenders is **PRICE AND PREFERENCE** in accordance with the Employer’s current SCM Policy, the Preferential Procurement Policy Framework Act (5 of 2000), and the Preferential Procurement Policy Framework Act Regulations (2022).

The **80/20** preference points system will be applied. The Formula used to calculate the **Price**

Points (max. 80) will be according to that specified Regulation 4.1.

14.5 Preference Point System and Specific Goals

The definitions as per the SCM Policy are applicable.

Preference Points 20 will be derived from points claimed on Returnable Document **MBD 6.1: “Preference Points Claim Form”** (in Section 4 of this procurement document) for the **Specific Goal(s)** as indicated on the table(s) below, and according to the specified **Goal Weightings**.

RDP Goal: Social Upliftment of communities

The tendering entity's **Involvement in Corporate Social Investment initiatives**, in terms of the categories below, is to be used in the determination of the tenderer's claim for **Preference Points** for this Specific Goal.

Goal Weighting 80%		
Corporate Social Investment	80/20	90/10
Infrastructure repairs and maintenance	20	10
Proof of claim as declared on MBD 6.1 (1 or more of the following will be used in verifying the tenderer's status)		
<ul style="list-style-type: none"> • List and value of projects identified through the local councillor/chief in a letter form • (as a percentage of the tendered value) 		

RDP Goal: The promotion of South African owned enterprises

The tendering entity's **Address** (as stated on the National Treasury Central Supplier Database (CSD) or on the eThekwini Municipality Vendor Portal) is to be used in the determination of the tenderer's claim for **Preference Points** for this Specific Goal.

Goal Weighting 20%		
Location	80/20	90/10
Not in South Africa	0	0
South Africa	5	2.5
KZN	10	5
ETM	20	10
Proof of claim as declared on MBD 6.1 (1 or more of the following will be used in verifying the tenderer's status)		
<ul style="list-style-type: none"> • CSD report 		

3.2 ADDITIONAL CONDITIONS OF TENDER (ACT)

ACT 1 ELIGIBILITY – CSD REGISTRATION

Tenderers are required to be registered on the National Treasury Central Supplier Database (CSD) as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture. Tenderers not so registered, at time of closing of tenders, will not be eligible to submit tenders.

The Tenderer's CSD Supplier Number (starting with “MAAA”) is to be provided on the information table in Section 1.

Tenderers who wish to register on the CSD may do so via web address <https://secure.csd.gov.za>.

SECTION 4: RETURNABLE TENDER DOCUMENTS

The required returnable documents are as detailed in [Section 2 \(Clause 4\)](#): "Returnable Schedules, Forms, Certificates" of the Conditions of Tender / Special Conditions of Tender.

- 1) Authority of Signatory
- 2) Tax Compliance Status PIN / Tax Clearance Certificate
- 3) Declaration of Municipal Fees
- 4) Declaration with respect to The Occupational Health and Safety Act
- 5(a) MBD 4: Declaration of Interest
- 5(b) MBD 5: Declaration for Procurement Above R10 Million
- 5(c) MBD 6.1: Preference Points Claim
- 5(d) MBD 8: Declaration of Bidder's Past Supply Chain Management Practices
- 5(e) MBD 9: Certificate of Independent Bid Determination

The Tender Form can be found in [Section 9](#): "Official Tender Form", and any additional schedules, forms, certificates can be found in [Section 10](#): "Annexures".

1) AUTHORITY OF SIGNATORY

Reference is made to the Conditions of Tender: [Clause 4\(5\)\(c\)](#).

Indicate the status of the tenderer by ticking the appropriate box hereunder.

COMPANY	<input type="checkbox"/>	CLOSE CORPORATION	<input type="checkbox"/>	PARTNERSHIP	<input type="checkbox"/>	JOINT VENTURE	<input type="checkbox"/>	SOLE PROPRIETOR	<input type="checkbox"/>
Refer to Notes at the bottom of the page									

I / We, the undersigned, being the Chairperson (Company), Member(s) (Close Corporation), Partners (Partnership), Sole Owner (Sole Proprietor), Lead Partner (JV), in the company / business trading as:

..... hereby authorise Mr/Mrs/Ms

..... acting in the capacity of

..... to sign all documents in connection with the tender for Contract No. **1J-3908** and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Notes

Tenderers are to include, at the back of their tender submission document, a printout of the following documents:

If a Company : a "Resolution of the Board" in this regard.

If a Joint Venture : a "Power of Attorney" signed by the legally authorised signatories of all the partners to the Joint venture.

2) TAX COMPLIANCE STATUS PIN / TAX CLEARANCE CERTIFICATE

SARS has introduced a new Tax Compliance Status System. Tenderers can submit a Tax Compliance Status PIN (TCS PIN) instead of an original Tax Clearance Certificate. This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status.

Separate Tax Clearance Certificates / TCS PINs are required for each entity in a Joint Venture.

The TCS PIN(s) are to be entered on the information table in **SECTION 1: GENERAL INFORMATION**.

Tenderers are to include, at the back of their tender submission document, a printout of their Tax Compliance Status PIN (TCS PIN) OR an original Tax Clearance Certificate.

Failure to include the required document will make the tender submission non-responsive.

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

NAME (Block Capitals):

Date

SIGNATURE:

3) DECLARATION OF MUNICIPAL FEES

I, the undersigned, do hereby declare that the Municipal fees of

.....
(full name of Company / Close Corporation / partnership / sole proprietary/Joint Venture)

(hereinafter referred to as the TENDERER) are, as at the date hereunder, fully paid or an Acknowledgement of Debt has been concluded with the Municipality to pay the said charges in instalments.

The following account details relate to property of the said TENDERER:

<u>Account</u>	<u>Account Number:</u> to be completed by tenderer.
Consolidated Account No.	_____
Electricity	_____
Water	_____
Rates	_____
Other	_____

I acknowledge that should the aforesaid Municipal charges fall into arrears, the Municipality may take such remedial action as is required, including termination of any contract, and any payments due to the Contractor by the Municipality shall be first set off against such arrears.

- Where the TENDERER'S place of business or business interests are outside the jurisdiction of eThekwin Municipality, a copy of the accounts/agreements from the relevant municipality must be attached (to the back inside cover of this document).
- Where the tenderer's Municipal Accounts are part of their lease agreement, then a copy of the agreement, or official letter to that effect is to be attached (to the back inside cover of this document).

Tenderers are to be include, at the back of their tender submission document, a printout of the above account's and or agreements signed with the municipality.

Failure to include the required document will make the tender submission non-responsive.

NAME (Block Capitals):

Date

SIGNATURE:

4) DECLARATION WITH RESPECT TO THE OCCUPATIONAL HEALTH AND SAFETY ACT**Definitions**

The Act: The Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and any associated / applicable Regulations.

Declaration by Tenderer

1. I, the undersigned, hereby declare and confirm that I am fully conversant with the Act.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the work / supply / services under this contract in compliance with the Act, and the Employer's / Purchaser's / Client's Health and Safety Specifications.
3. I hereby undertake, if my tender is accepted, to provide on request a suitable and sufficiently documented Health and Safety Plan which plan shall be subject to approval by the Employer / Purchaser / Client.
4. I hereby confirm that adequate provision has been made in my tendered rates to cover the cost of all resources, actions, training and all health and safety measures envisaged in the Act, and that I will be liable for any penalties that may be applied by the Employer / Purchaser / Client for failure to comply with the provisions of the Act.
5. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer / Purchaser / Client will mean that I am unable to comply with the requirements of the Act and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer / Purchaser / Client.

NAME (Block Capitals):**Date****SIGNATURE:**

5(a) MBD 4: DECLARATION OF INTEREST**NOTES**

MSCM Regulations: "in the service of the state" means to be:

- (a) a member of:
 - (i) any municipal council.
 - (ii) any provincial legislature.
 - (iii) the national Assembly or the national Council of provinces.
- (b) a member of the board of directors of any municipal enterprise.
- (c) an official of any municipality or municipal enterprise.
- (d) an employee of any national or provincial department, national or provincial public enterprise 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 enterprise.
- (f) an employee of Parliament or a provincial legislature.

"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.

- 1 No bid will be accepted from persons **in the service of the state**.
- 2 Any person, having a kinship with persons **in the service of the state**, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to **persons in service of the state**, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Name of enterprise

Name of enterprise's representative

3.2 ID Number of enterprise's representative

3.3 Position enterprise's representative occupies in the enterprise

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 / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted.

Circle Applicable

YES NO

3.8 Are you presently in the service of the state?

If yes, furnish particulars:

.....

.....

3.9 Have you been in the service of the state for the past twelve months?

YES NO

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
-----	----

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
-----	----

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
-----	----

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
-----	----

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
-----	----

If yes, furnish particulars:

.....
.....

4 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted

Full Name	Identity No.	State Employee No.	Personal income tax No.
Use additional pages if necessary			

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

NAME (Block Capitals):

Date

SIGNATURE:

5(b) **MBD 5: 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.

		Circle Applicable	
		YES	NO
1.0	Are you by law required to prepare annual financial statements for auditing?		
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.		
2.0	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.		
2.2	If YES, provide particulars.		
.....			
.....			
3.0	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
3.1	If YES, provide particulars.		
.....			
.....			
4.0	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
4.1	If YES, provide particulars.		
.....			
.....			

If required by 1.1 above, tenderers are to include, at the back of their tender submission document, a printout of their audited annual financial statements.

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, and, if required, that the requested documentation has been included in the tender submission.

NAME (Block Capitals):

Date

SIGNATURE:

5(c) MBD 6.1: PREFERENCE POINTS CLAIM
In terms of THE PREFERENTIAL PROCUREMENT REGULATIONS (2022)

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

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

1.0 GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
 5. the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included).
 6. the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 **Either the 80/20 or 90/10 preference point system** will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the applicable system once tenders are received.
- 1.3 Preference Points for this tender shall be awarded for:
 7. **Price and Specific Goals:** Either 80 or 90 (price) and 20 or 10 (specific goals), in terms of 1.2 above.
 8. The total Preference Points, for Price and Specific Goals, is 100.
- 1.4 Failure on the part of the tenderer to submit the required proof or documentation, in terms of the requirements in the (Special) Conditions of Tender for claiming **Specific Goal** preference points, will be interpreted that preference points for **Specific Goals** are not claimed.
- 1.5 The Municipality reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard of preferences, in any manner required by the Municipality.

2.0 DEFINITIONS

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

3.0 FORMULA FOR CALCULATION OF PREFERENCE PRICE POINTS

3.1 PROCUREMENT OF GOODS AND SERVICES

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

80 / 20 Points System

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

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4.0 POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the **points claimed** for the goal(s) stated in **Table 1** below, as supported by proof/ documentation stated in the **Conditions of Tender**:

1. In cases where the municipality intends to use Regulation 3(2) of the Regulations, which states that if it is unclear whether the 80/20 or 90/10 preference point system applies, the municipality must, in the tender documents, stipulate in the case of:
 1. an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system, or
 2. any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the municipality must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

TABLE 1: Specific Goals for the tender and points claimed are indicated per the table below.

Tenderers are to indicate their points claim for each of the Specific Goals.

The Specific Goals to be allocated points in terms of this tender	Number of points ALLOCATED (80/20 system)	Points allocated (90/10 system)	Number of points CLAIMED (80/20 system)
RDP Goal: The promotion of South African owned enterprises.	10	n/a	
RDP Goal: Social upliftment of communities	10	n/a	
TOTAL	20		
Should the municipality apply a combination of Specific Goals, the points for the individual goals will be weighted according to the Goal Weightings specified in the Tender Data to arrive at the final points for Preferential Points for Specific Goals .			

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, certify that the points claimed, based on the specific goals as specified in the tender, qualifies the tendering entity for the preference(s) shown.

I acknowledge that:

1. The information furnished is true and correct.
2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.
4. If the specific goals have been claimed or obtained on a fraudulent basis, or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have:
 1. disqualify the person from the tendering process.
 2. recover costs, losses or damages it has incurred or suffered as a result of that person's conduct.
 3. 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.
 4. recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 5. forward the matter for criminal prosecution, if deemed necessary.

NAME (Block Capitals):

Date

SIGNATURE:

5(d) MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1.0 This Municipal Bidding Document must form part of all bids invited.
- 2.0 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.
- 3.0 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a) abused the 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) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years.
 - 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).
- 4.0 In order to give effect to the above, the following questions must be completed and submitted with the bid.

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 audi alteram partem 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.

4.1.1 If YES, provide 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.

4.2.1 If YES, provide 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 YES, provide particulars.

.....
.....

4.4 Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?

YES	NO
-----	----

4.4.1 If YES, provide 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
-----	----

4.5.1 If YES, provide particulars.

.....
.....

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both 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.

NAME (Block Capitals):

Date

SIGNATURE:

5(e) MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**NOTES**

- 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.
- 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.

- 1.0 This Municipal Bidding Document (MBD) must form part of all **bids**¹ invited.
- 2.0 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 *per se* prohibition meaning that it cannot be justified under any grounds.
- 3.0 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.
- 4.0 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of **bid rigging**.
- 5.0 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid.

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:

(Name of Bidder)

that:

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.
 - (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 consortium³ 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.
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

NAME (Block Capitals):

Date

SIGNATURE:

SECTION 5: CONDITIONS OF CONTRACT

GOVERNMENT PROCUREMENT: CONDITIONS OF CONTRACT (July 2010)

The **Conditions of Contract** are the **General Conditions of Contract** as published by the National Treasury titled “Government Procurement: General Conditions of Contract (July 2010), as amended by National Treasury Circular 52 dated 30 July 2010, hereinafter referred to as **GCC**.

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

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1. Definitions

The following terms shall be interpreted as indicated:

- "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- "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.
- "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- "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.
- "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- "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.
- "Day" means calendar day.
- "Delivery" means delivery in compliance of the conditions of the contract or order.
- "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- "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.
- "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.
- "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.
- "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.
- "GCC" means the General Conditions of Contract.
- "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

- "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- "Project site," where applicable, means the place indicated in bidding documents.
- "Purchaser" means the organization purchasing the goods.
- "Republic" means the Republic of South Africa.
- "SCC" means the Special Conditions of Contract.
- "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.
- "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- "Tort" means in breach of contract.
- "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 non-refundable 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 GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights
6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from 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 shall furnish to the purchaser the performance security of the [amount specified in SCC](#).
7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- 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 inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the 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:

- 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:
 - 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 fulfilment 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 supplier's performance

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

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 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.

21.5 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, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

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

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

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

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5 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.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. 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 favourable 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, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

27.4 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 wilful misconduct, and in the case of infringement pursuant to Clause 6;

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

29. Governing language

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

30. Applicable law

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

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.

SECTION 6: SPECIAL / ADDITIONAL CONDITIONS OF CONTRACT

The **Conditions of Contract** make reference to the **Special Conditions of Contract (SSC)** for details that apply specifically to this bid. The **Special Conditions of Contract** shall have precedence in the interpretation of any ambiguity or inconsistency between it and the **Conditions of Contract**.

Each item below is cross-referenced to the clause in the **Conditions of Contract** to which it mainly applies.

SCC 1.2 CONTRACT

This contract will be for a period of thirty six months.

SCC 7.1 PERFORMANCE SECURITY

The liability of the Performance Security shall be Nil.

SCC 7.1 PERFORMANCE SECURITY

The liability of the Performance Security shall be Nil.

SCC 10.1 DELIVERY AND DOCUMENTS

The complete unit will have to be delivered to eThekwin Municipality Premises and have to be accompanied by an invoice. Delivery will only take place after the prototype and relevant documentation have been received and assessed by EThekwin Municipality's officials responsible.

10.1.1 The following documentation (soft and hard copies) shall accompany the vehicle:

- a) Detailed maintenance manual
- b) Operating manual
- c) Training manual
- d) Spares manual
- e) Electrical wiring circuit/diagram
- f) Homologation, compliance and licence documentation as per specific vehicle.

10.1.2 The following documentation shall accompany the tender response:

- a) An assembly drawing indicating the general arrangement of the body, interior and the sub-assemblies making up the customisation.
- b) A mass distribution diagram of the loading forces in relation to the vehicle (where applicable).
- c) Design calculations (where applicable) showing supplied systems are operating safely
- d) Lead time for delivery of chassis from date of receipt of letter of acceptance.
- e) Lead time for the delivery of completed buses

SCC 11.1 INSURANCE

The successful tenderer is to take adequate insurance to cover the unit when it leaves the premises of the bidder until it is fully delivered and commissioned at EThekwin Municipality Premises.

SCC 12.1 TRANSPORTATION

No separate costs will be paid by the City for transportation of the goods, the tenderer must provide a price which is inclusive of delivery costs.

SCC 14.1 SPARE PARTS

The tenderer must have service representation in the South Africa and preferably in the EThekweni Municipal area that can provide spare parts for the unit tendered on.

SCC 15.5 WARRANTY

The minimum warranty must be for a period of **36 months** from the date in service and the total cost of all modifications or repairs effected, arising through faulty designs, materials or workmanship, shall be borne by the Contractor in full including labour, material; transport and any incidental charges, including recovery and towing in the event of a breakdown.

In respect of structural integrity and corrosion of the bodywork, a minimum guarantee of **10 years** is required.

15.5.1 Manufacturer's warranties

The following warranty periods are to be provided:

- 15.2.1.1 A minimum three (3) years unlimited mileage on the Engine, Transmission and Final Drive.
- 15.2.1.2 Interior Lighting – 5 years
- 15.2.1.3 Floor Covering – 5 years
- 15.2.1.3 Floorboards – 5 years
- 15.2.1.4 Door Systems – 5 years
- 15.2.1.5 Destination Equipment – 5 years
- 15.2.1.6 Exterior Paint Colour Retention – 5 years
- 15.2.1.7 Engine compartment heat sensor/s – 5 years

SCC 16.1 PAYMENT

The Contractor shall submit to the Department concerned a detailed account which shall reflect the identifying number of each item / service. Payment will be made on this account when checked and substantiated by the authorised official.

Payment for goods received and accepted by the Municipality shall be made no later than 30 days after submission of invoice or claim, provided however that all the terms of the contract are duly complied with.

Payment will be made only to the supplier. Factoring arrangements will not be accepted. The payment will be made upon delivery of the completed product and presentation of the invoice for

SCC 17 PRICES**17.1 Capital/procurement of buses**

Price must be fixed for the first six (06) months and thereafter; price escalations will be as follows:

Imported Goods: Escalations will be subject to the rate of exchange at the time of placing a purchase order and well as other normal price adjustments (successful bidder to submit all the supporting documents).

When an adjustment is claimed in terms of this sub-clause, the successful bidder will be required to submit documentary proof of the rate of exchange which is subject to Deputy City Manager: Treasury approval in respect of such claim.

Local Manufactured Goods: Escalations to be based on the relevant bargaining council/organisation that a successful bidder is affiliated to and supporting documents confirming price increase or decrease must be submitted to the municipality.

Maintenance of buses

17.2 Maintenance price to be fixed for duration of the maintenance contract, such price will be in terms of Cost Per Kilometre (CPK).

SCC 22 **PENALTIES**

Any unit delivered after the due date in accordance with the delivery schedule will incur a late delivery penalty of R1000.00 per calendar day per unit.

ADDITIONAL CONDITIONS OF CONTRACT

ACC1 **QUALITY OF PRODUCTS**

No inferior products will be accepted under this enquiry.

Should there be any cause for complaint against the standard of service or quality of products offered which is not resolved within a period of 10 working days, the Municipality reserves the right to cancel the contract after serving one month's notice, in writing, to the supplier involved. Should such notice be given, the supplier shall nevertheless be obliged to perform the duties covered by the contract up to the date of expiration of the period of notice.

The signed off quality plan documentation (process flow, work station and manufacture processes, test certificates, material certificates, paint thickness verification, non-conformance and rework, non-destructive weld testing on critical components etc.) of the vehicle/customisation shall be submitted with every vehicle.

ACC2 **SATISFACTORY PERFORMANCE**

The supplier shall employ for the purpose of this contract only such personnel as are careful and competent and the Municipality shall be at liberty to object to and require the supplier to remove from the job forthwith any person, including supervisory staff, employed by the supplier who, in the opinion of the Municipality, misconducts himself/herself or is incompetent or negligent in the proper performance of his/her duties and such person shall not again be employed upon this contract without the permission of the Municipality.

ACC3 **OCCUPATIONAL INJURIES AND DISEASES ACT**

This act replaces the Workmen's Compensation Act :-

The supplier shall, before commencement of work, produce documentary proof to the Deputy Municipal Manager, Treasury : Finance , that he has complied in all respects with the provisions of the Occupational Injuries and Diseases Act. The supplier undertakes that

he/she will perform and comply with all provisions of the Occupational Injuries and Diseases Act and more particularly that he/she will render all returns and pay all assessments for which he/she is liable in terms of such Act.

ACC4 **DAMAGE TO PERSONS AND PROPERTY**

- (1) The supplier **shall** indemnify and keep indemnified the Council against any claim for death, injury, damage or loss to any person or property whatsoever in respect thereof or in relation thereto.
- (2) The supplier enters into this contract as an independent contractor and shall be solely liable in respect of any claim for death, injury, damage or loss to any person or property whatsoever in respect thereof or in relation thereto.

ACC5 **PERFORMANCE MONITORING & ASSESSMENT OF SERVICE PROVIDERS**

For contract awards that are greater than R10m, the Contractor shall be subjected to "Performance Monitoring" assessments in terms of the applicable Section of the Council's current Supply Chain Management Policy.

ACC6 **QUANTITIES**

The successful bidder (s) will be bound to supply whatever quantity or quantities the eThekwin Municipality may order during the period of the contract provided that the budget is available.

Quantities will be as and when required during the duration of the contract.

ACC7 **RATES OF EXCHANGE**

- Where the goods are imported the contractor shall within seven days of date of Official purchase order, arrange through his bankers for foreign commitment to be covered forward down to the Rand in order to fix the rate of exchange. The contractor shall notify the Municipality as soon as possible thereafter regarding the rate which has been fixed on such Forward exchange.

Any increase or decrease between the basic rate of exchange as at a date seven days prior to the date of closing of Bids and that existing at the date of establishment of forward cover within the period stipulated above shall be paid or deducted by the Municipality. Upon the failure of the contractor to arrange forward exchange cover, the contractor shall be liable should there be any increase in the basic rate of exchange occurring after the last-mentioned date.

The Bank charges incurred in obtaining the forward exchange cover shall be for the Municipality's account.

- The contractor shall on request:

Submit documentary proof of the rate of exchange.

When an adjustment is claimed in terms of this sub-clause, whether by the contractor or the Municipality, submit documentary proof to the satisfaction of the Deputy City Manager: Treasury in respect of such claim.

ACC 8 **FITMENT OF AUXILIARY EQUIPMENT**

It must be noted that once the vehicle(s) have been received by EThekwi Municipality there will be fitment of auxiliary equipment such as fuel monitoring and vehicle tracking systems.

The bidder will be required to provide an electrical diagram and tap off points for such fitments.

ACC 9 FULL INFORMATION TO BE SUPPLIED

In addition to completing the attached questionnaires, respondents must submit on due closing date the following:-

- Full chassis specification
- Detailed performance
- Fuel consumption calculation
- Body layout drawings
- Photographs and/or computer generated pictures of the proposed designs.
- Mass distribution diagram
- Details of where similar buses as offered are operating elsewhere in the world.

ACC10 CRW (Certificate of Roadworthiness), Licence and Registration

Vehicles must be delivered with a current COR and be licensed and registered to EThekwi Municipality.

ACC11 MAINTENANCE

11.1 As the vehicles will be repaired and maintained by the supplier in terms of the Maintenance Agreement between the parties and this is included in this tender document. It is required that respondents must provide in their offer the maintenance cost for their respective models on a cents/ kilometre basis.

It must be understood that all routine servicing and maintenance must be undertaken during the valley period from approximately 08h00 to 15h00 daily and that a support service must be provided should technical emergencies be reported during week days, week ends, including public holidays to attend to bus maintenance issues that arise. The distance each bus will travel is estimated to be ± 3000 km per month.

11.2 The maintenance agreement will be for thirty six (36) months from the implememntation date of the contract.

NOTE:

The CPK Rates must be based on the buses to be supplied being serviced, maintained and repaired according to the attached maintenance agreement (refer annexure – Maintenance Agreement Master) at one depot only. For operational reasons some of the buses may be stationed at another depot and respondents must indicate any additional costs per month for buses to be checked and minor repairs undertaken at a second depot from 04h00 to 22h00 seven days per **week**.

NOTE:

- Pricing to be submitted in respect of the complete bus maintenance.
- Cost per kilometre rates must be shown separately on the official tender form for the five (5) year.
- Respondents must state for what period the rates quoted are valid.
- If the prices are not firm, increases will be in accordance with the relevant clause in the maintenance agreement which forms part of this document.
- The supplier must quote on the cost per kilometre (CPK) rates or the normal maintenance rates must be based on the buses to be supplied being serviced and repaired at one depot only.

ACC 12 SERVICE PROVIDER OFFICE REQUIREMENTS

The service provider must have, for the duration of the contract, a local presence (within the geographical eThekini boundary).

ACC 13 REPORTS REQUIREMENTS

A successful bidder will be expected to meet EM performance standards by giving;

Daily Maintenance Records

Daily Staff attendance records

Daily record of Buses Booked Off the Road

Daily Records of Buses Reported Broken Down in Service

Quarterly Performance statistics

Progress made quarterly as per the above requirements;

A progress report must be submitted to the Bus Operations Business Support and Technical department of City Fleet.

Submit maintenance, servicing and a preventative maintenance plan to EM City Fleet.

A comprehensive monthly report shall be submitted with details of the number of brake testing machines serviced or repaired and the breakdowns attended to within the same period as well as the progress achieved.

ACC 14 **SERVICE INTERVALS**

The service intervals will be according to manufacturer's recommendations for the respective chassis derivatives in operation.

The successful bidder shall produce a detailed preventative maintenance plan (Buses) for each chassis configuration in operation.

ACC 15 **PARTIES OBLIGATIONS**

Municipality's Obligations: -

- To make the Vehicle available for the Work to be performed thereon to the BIDDER timeously;
- To make payment to the Bidder for the Work as per the agreed rate;
- To ensure that the instructions for the use of the Vehicle contained in the Owner's Manual for the Vehicle are carried out; that if any defect or failure occurs in the Vehicle, the Municipality will take all reasonable measures to mitigate the damage, and to minimise the occurrence of any consequential damage; save as otherwise provided, the Municipality shall ensure that licensed drivers operate the Vehicle;
- To permit the Bidder to inspect and check at any times the odometer, and any other instrument measuring distance travelled by the Vehicle;
- To utilize the Vehicle within the ambit of its application as a commuter bus; to ensure that the Bidder attends to a Vehicle that requires engine oil top up, and such top ups will be for the account of the Bidder,
- Notwithstanding that such fluid top ups are the responsibility of the Bidder which should be performed during periodic servicing and maintenance; shall advise the Bidder whenever the Vehicle is taken out of service for any period exceeding two weeks and when it is returned into service;

The Municipality shall as soon as practicable inform the Bidder immediately in writing of any sale of the Vehicle, any other permanent changes in the control or possession of the Vehicle,

the destruction of the Vehicle or its final laying up or a laying up which lasts more than **6 (SIX)** months; in the event of a change by the Municipality of registration numbers on the Vehicle, the Municipality must notify the Bidder in writing as soon as possible thereafter.

ACC 16 **BIDDER's Obligations**

- Shall ensure that all the Work is undertaken with the reasonable level of care and skill that is expected of the Bidder, but not less than what the OEM currently practices in its own business operation;
- Shall ensure that all their staff or agents are properly qualified artisans and are sufficiently trained in the specific models of Vehicles being worked on and that they have bus technical experience;
- Shall ensure that the workshop equipment is kept and maintained to its original state or condition and to ensure a periodic servicing and maintenance of the said equipment as set out in clause 11. 3 hereof;
- Shall ensure further that all staff complies with all health and safety requirements in terms of the Occupations Health and Safety Act, as amended and any further legislation applicable at the time;
- Shall ensure that the Work is performed timeously and without delay and in accordance with the Operator's requirements to ensure maximum bus availability during peak times
- Understands that all obligations imposed on it shall also apply to any agent of the Bidder equally to which the Bidder is jointly and severally liable;
- *Shall be liable for all costs or damages sustained by the Municipality as a result of a failure by the Bidder to fulfil its obligations in terms of this Agreement or as a result of OEM's or BIDDER's negligence in performing its obligations;* is aware and accepts that the Municipality has a standardized electronic vehicle monitoring system, which is fitted to all vehicles that form part of this contract. The Bidder shall ensure that it shall not in any way cause any disruption to the aforesaid system or any new system that might be installed in future;

- The Bidder warrants that it shall have a minimum of 97% availability per bus per month of the fleet at peak operating times (excluding accident repairs and tyre damage), failing which the Bidder shall be penalized in the amount equal of R1 500.00, per day, per Vehicle;
- To provide the Municipality with a detailed organogram of its staff structure that will be attending to the Work;
- The OEM is made aware that the operation of the bus service will be undertaken by a chosen Operator and the Bidder is always obliged to interact with and cooperate with the Operator (TOURISM DEARTMENT) at all times;
- All Bidder staff must be identified by properly dedicated uniforms and identification cards;
- The Bidder is obliged to ensure the proper functioning of the odometer at all times as this is crucial to the proper calculation of the monthly distance travelled;
- The Bidder is obliged to monitor and manage staff and productivity levels for the performance of Work in terms of this Agreement on principles no less onerous than the OEM's own business practices;
- The OEM is to ensure that all Vehicles are properly and clearly identified with the name of the OEM printed thereon;
- The Bidder is obliged to take out adequate insurance to cover all of its functions and activities.

SECTION 7 :SCOPE AND SPECIFICATION OF REQUIRED SUPPLY / SERVICES

Item 1: Technical specification for a double decker city tour bus

1. Scope

The intent of this specification is to provide for a fully operational double decker bus, which has the capability to carry approximately 65 passengers. The bus is intended to have complete access for the persons to safely help them gain access to either level off the vehicle and be safely and comfortably transported. The top deck shall have a customized canopy type roof which shall be open air and coverable. The bus and its customization should be user friendly for persons of all ages including children and the elderly.

The vehicle with the customisation shall be supplied complete and fully assembled in all respects, including standard equipment supplied by the manufacturer and shall comply with the South African Occupational Health and Safety Act, Act 85 of 1993/as amended and the applicable current Road Traffic Legislation. All work on the vehicle including the customisation is to be constructed by an SABS/SANS approved body/coach/vehicle manufacturer/ builder. The total operating mass of the vehicle and its customisation should not exceed the legal V rating axle limits. The layout should also ensure that the laden individual axle loads do not exceed the legal limits.

The bodywork should be designed to enhance the aesthetics of the vehicle. The vehicle and its customisation must be operationally friendly, easy to operate and maintain. All replaceable items including (but not limited to) critical components shall be designed for easy access, removal and replacement.

The vehicle and its customisation shall be to I.S.O. Metric Standards, and instrumentation gauges, dials, etc. shall be in Systeme International (S.I.) units.

2. Vehicle

- 2.1 The chassis shall be an application specific 6x2 cab bus chassis, with a minimum Gross Vehicle Mass (GVM) of 16 000 kg.
- 2.2 Transmission shall be fully automatic.
- 2.3 Minimum diesel engine requirements shall be of Euro 4 emission level, 160 kW of power and 800 Nm of torque. Engine shall be rear mounted on the driver side of the vehicle.
- 2.4 Minimum wheelbase of not less than 3 900 mm.
- 2.5 Air suspension configured for passenger ride comfort.
- 2.6 Automated tire monitoring/warning system for all wheels only if offered by the OEM. System can be integrated into the media center of the vehicle.
- 2.7 Front shunting type tow hitch to be fitted with a bulbar that does not obstruct operation of drawing the vehicle.
- 2.8 ABS brakes is mandatory. Auxiliary braking to be provided through an integrated retarder operated via the foot brake pedal or through an electronic management system for stop start application (this will have to be demonstrated before approval).
- 2.9 A fully laden minimum grade ability of 25 % shall be expected. Maximum speed of not less than 80 km/hr.
- 2.10 To safely and comfortably accommodate driver using an equal levelling suspended type seat. To be fully adjustable.
- 2.11 Electric adjustable mirrors.
- 2.12 Driver assist mirrors for front and passenger side of vehicle.
- 2.13 Heater, windscreen demister and airconditioning-fan system should be adequate for the driver and its occupants on the lower level of the bus. The upper level of the bus shall have an independent heater and airconditioning- fan system adequate for the upper cabin.
- 2.14 Bluetooth hands free cellphone multimedia radio and speakers/microphone for the driver.
- 2.15 2x12v charger sockets for the driver's area

2.16 Driver's area shall be clear partitioned from the rest of the lower deck. A sliding window facing the entrance shall be fitted and a rear lockable door should the driver need to enter the decks of the bus.

2.17 Multi input audio and video interface in car entertainment system and speakers throughout the lower and upper deck cabin with controls for the top deck and lower deck shall be installed. System should allow music, dvd and audio/video playback from a memory stick. A microphone shall also be installed for a tour guide to announce over the system. Minimum of eight speakers per level of the bus. The upper deck speakers shall be all weather resistant type. A 40" LED LCD monitor shall be mounted on each deck with a telescopic adjustable arm for maximum cabin visibility. The monitor is expected to be minimum Full HD and work in bright light conditions.

2.18 Fuel tank shall be not less than 300 liters with a lockable fuel cap and an anti-siphoning device. Underbelly protection plate to be fit to prevent damage of the fuel tank.

2.19 Uninterrupted power supply points for fuel master and tracking device add-ons.

2.20 Automated commercial vehicle fuel filtration management system to remove water and dirt before delivery to the engine.

2.21 Engine protection system/device to be installed monitoring engine temperature, low water level and low engine oil pressure. Monitoring device/system to safely shut down engine when any of these (if not all) are detected.

2.22 The vehicle and the customisation shall be designed according to these critical specifications (summary of evidence shall be provided):

- d) SANS 1518 Transport of dangerous goods — Design, construction, testing, approval and maintenance of road vehicles and portable tanks.
- e) SANS 20013 Surface vehicles. This specification covers the braking system of motor vehicles and trailers. Maximum design speed exceeding 35km/h intended for use on public roads.
- f) National Roads Traffic Act with attention to Regulation 240: The carrying capacity of the road.
- g) The vehicle shall be strengthened and comply as necessary to comply with the rigors of transporting passengers and the associated equipment according to VC 8023 Compulsory specification for vehicles of category M2 and M3.
- h) ROPS/FOPS roll over protection for the bus superstructure.
- i) The vehicle shall be homologated, meet compliance and licensed as a charted vehicle for its respective category as SANS 10267.
- j) The end of Section 7 covers other specifications/standards that shall be adhered to.

3. OPERATING REQUIREMENTS

3.3.1 The Vehicle will be expected to operate continuously in a frequent stop start operation on the following basis:

Estimated daily operation (7 days a week)	A duty cycle of ten (10) hours per day or up to 100 km per shift. Bus is expected to execute its shift without the need to refuel on an average operational speed of between 40-50kmh.
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The maximum expected operational life of the Vehicle based on these duties is 10 years.

3.3.2 The Buses must meet the following minimum operating requirements:

- a) Passenger Seated capacity as close to 65 as possible.
- b) Minimum average speed 12 km/hour including stops:
- c) Maximum road gradient: 25% (1 in 4)
- d) Typical road cross-fall: Up to 7° (average 2° to 5°).
- e) Average annual distance: ±24 000 km/year.
- f) Highest temperature: 40° C.
- g) Lowest temperature: 5° C.
- h) Highly corrosive and humid coastline environment

3.3.3 Each Bus must be capable of accelerating, when fully laden, in accordance with the following requirements:

0 to 20 km/hour	4.0 seconds
0 to 50 km/hour	15.0 seconds
0 to 60 km/hour	20.0 seconds

3.3.4 Acceleration and gear changing (both up and down changes) must be smooth enough to prevent annoyance or discomfort to passengers.

3.3.5 Fully laden bus must be capable of stopping, being held on the park brake, and re-starting without rolling back on sealed grades of not less than 18% (1 in 4), both uphill and downhill when fully laden.

3.3.6 The Buses must meet the performance for operating on gradients as submitted by the City Fleet.

3.3.7 The Buses must suffer no structural failures or other problems attributable to the negotiation of traffic circles, speed humps and other traffic calming devices encountered in high density urban and suburban areas, and must be capable to reach a maximum speed on open roads.

3.3.8 The aisle width on the upper deck may not be less than 300 mm wide

3.3.9 The interior height of the saloon area shall be a minimum of 1750 mm

3.3.10 There shall be a suitable stairway not less than 400 mm in width, with guard rail and guard panel.

3.3.11 The height of the floor of the upper deck shall not exceed 2,750 mm from the ground and shall be constructed and drained to prevent water from entering the lower deck.

3.3.12 The upper deck shall have a fixed canopy for one third from the front of the bus and the remaining shall be a retractable roof. For the upper deck of the retractable roof section there shall be safety rails on the open air sides to keep the passengers safe when seated and standing. The roof shall be automated with a manual override in case of emergency/failure.

3.3.13 The stability of the vehicle shall be such that with the upper deck loaded to the most critical conditions of loading and representing a full load of passengers on such deck the vehicle shall be stable when positioned on a flat surface with a 28° transverse slope.

3.3.14 The bus shall be fitted with an on-board toilet cubicle that is flushable, and provided with a hand wash basin, and must conform to the following:

- Robust
- Easily accessible
- Lockable
- Offers passenger comfort
- Ease of draining and filling septic tank
- Has a portable fresh water tank

3 CHASSIS (Mechanical, engine systems, drive train)

4.1 ENGINE

The supplier must ensure that the buses supplied must be supplied with the latest driveline technology that the Original Equipment Manufacturer has developed. It is envisaged that under normal operating conditions and that servicing and maintenance is carried out according to the OEM standards, the engine must achieve 600 000kms without any major component failure or overhaul being done. In the event that this condition is not met, the supplier will be liable for all failure rectification.

4.1.1 Equipped with an electronic management system to monitor engine and drive train component performance via CAN bus system.

4.1.2 Incorporating to bring the engine to limp mode function if any of the stated parameters are exceeded with on board diagnostic capabilities to bring to the driver attention via visual and audible alarm systems.

4.1.3 The engine shutdown on idle systems if the bus is idling more than 10 minutes must be fitted and must be designed that the idling time shutdown can be programmable in the event the City may wish to reduce the idling time

4.1.4 The oil dip stick must be easily accessible for checking the oil level.

4.1.5 Two stage self-cleaning dry type air cleaner is required.

4.1.6 All fluid lines and air pipework must be seamless, constructed of either stainless steel or anodized aluminium and must be designed to reduce air restrictions and leaks. Pipework must be routed away from exhaust manifolds and other heat sources.

4.1.7 Engine start and stop controls must be provided both in the driver's cab and at the rear of the Bus, adjacent to the engine.

4.1.8 The engine starter shall be protected by an interlock that prevents its engagement when the engine is running.

4.1.9 A tamper proof micro switch, proximity switch, or similar device, must be fitted to the rear engine door, arranged so as to prevent the engine from being started from the driver's cab when the engine door is open. It must still be possible to start the engine from the rear engine controls with the rear engine door open.

4.1.10 The average fuel economy performance should be 30 litres per 100 kilometres.

4.1.11 The suppression of heat and noise is of critical importance and in this regard tenderers must make use of materials from specialised companies such as Sondor, or equivalent in achieving insulation of the engine compartment and wherever necessary on floor areas and floor trap door areas.

4.1.12 Each Bus must be designed to permit all mechanical and chassis-related maintenance to be carried out from the exterior or from an under floor pit. Buses may not necessarily be maintained with the aid of overhead jacking facilities.

4.1.13 Each Bus must be designed for towing.

4.1.14 A towing coupling must be fitted at the front end, together with an air coupling to release the spring brakes and charge the Bus's air system.

4.1.15. A suitable jacking point must be provided adjacent to each wheel, and each Bus must be designed to permit jacking without causing any structural or other damage.

4.1.16. Provision must be made to support each axle of the Bus by means of axle stands when any portion of the Bus is lifted.

4.1.17. Each Bus must be geared for maximum economy in normal operation.

4.1.18. Each Bus must be speed limited so that it will not exceed 100 km/hour.

4.1.19. Protection must be provided at the rear of the Bus for the engine, cooling system and all other mechanical and electrical equipment in order to minimise the effects of any rear end collision or under-run. Such protection must include under body and rear end protection.

4.2 COOLING SYSTEM

The EThekwini Municipality bus fleet will be operating in humid and high temperature environments. Based on historic evidence, rear engine buses have experienced over heating problems.

Several modifications were made by the various OEMs whilst vehicles were in operation to address the air circulation and dissipation in the engine compartment which included the sealing of the radiator from the engine compartment. These modifications have been ineffective and have contributed to excessive down time of the vehicle.

Based on these challenges the supplier must provide detailed information which will include drawings and graphical information demonstrating on their proposal to maintain an ambient operating temperature within the engine compartment which will include the dissipation of hot air within the engine compartment.

- 4.2.1 The radiator must be of durable corrosion resistant construction mounted on the Right Hand Side rear of the bus (Off Side) to prevent clogging of the radiator fins.
- 4.2.2 Radiator piping must be non-corrosive, durable material and hoses must be of the silicone rubber type.
- 4.2.3 The engine shall be cooled by a water-based, pressure type, cooling system that does not permit boiling or coolant loss during the operation.
- 4.2.4 A coolant level must be visible through a see through header tank of plastic construction.
- 4.2.5 The filler point must easily be accessible.
- 4.2.6 The cooling fan system must be either hydraulically or belt operated with a coolant temperature sensor, and shall operate continuously with the engine. The sensor must have the capability of transmitting data via the vehicle's on board tracking and monitoring system to the City Fleet control centre.
- 4.2.7 The cooling systems shall be of sufficient size to maintain all engine and transmission fluids, under continuous operating temperatures during the most severe operations possible and in accordance with engine and transmission manufacturers' cooling system requirements.
- 4.2.8 Radiators and associated cooling equipment must be accessible, in order to provide for external cleaning of both sides of the cores. This must include easy separation of the radiator and any adjacent intercooler or other equipment or structure without the loss of any engine coolant.
- 4.2.9 The Radiator must be mounted such that heat dissipation is channelled to the atmosphere and does not circulate in the engine compartment.
- 4.2.10 A heat sensor/s must be incorporated in the engine compartment connected to a warning system in the instrument cluster with an audible buzzer to warn driver if the temperatures reaches a pre-set threshold. The sensor/s must have the capability of transmitting data via the vehicle's on board tracking and monitoring system to the City Fleet control centre.

4.3 TRANSMISSION

4.3.1 The transmission shall be multiple speeds, automatic shift with torque converter, electronic controls and a retarder to extend brake life.

4.3.2 The transmission shall contain built-in protection software to guard against severe damage.

4.3.3 The gear ratios in conjunction with the final drive ratio, must be provided

4.3.4 A maximum governed road speed of approximately 85km/hour, and the vehicle must be able to engage top gear at this governed speed.

4.3.5 A minimum grade-ability of 25% (1 in 4) fully laden to G.V.M.

4.3.6 A minimum start-ability of 16% (1 in 6.25) fully laden to G.V.M.

4.3.7 A minimum acceleration of 60km/h in 20.0 seconds fully laden to G.V.M

4.3.8 A brake pedal application shall be required to operate the retarder.

4.3.9 An electronic transmission fluid level monitoring and protection system shall be provided.

4.3.10 The transmission shall have an auto neutral feature that shall cause it to automatically and immediately shift to "Neutral" whenever the transmission is left in gear and the parking brake is applied.

4.3.11 Emphasis must be placed on fuel economy and it is imperative that the transmission type and drive line proposed must be the most fuel efficient, and must meet all the above criteria. All data substantiating the above must be submitted in writing.

4.3.12 An audible reversing alarm must be fitted, integrated with the on-board management system (where fitted) and arranged to sound whenever reverse gear is selected.

4.3.13 Emphasis must be placed on fuel economy and it is imperative that the transmission type and drive line proposed must be the most fuel efficient, and must meet all the above criteria. All data substantiating the above must be submitted in writing.

4.3.14 The transmission must incorporate an integral hydraulic retarder. In all cases the operation of the retarder must be controlled by the brake pedal.

4.3.15 An audible reversing alarm must be fitted, integrated with the on-board management system (where fitted) and arranged to sound whenever reverse gear is selected.

4.4 FINAL DRIVE

It is envisaged that under normal operating conditions and that servicing and maintenance is carried out according to the OEM standards, the final drive must achieve 600 000kms without any major component failure or overhaul being done. In the event that this condition is not met, the supplier will be liable for all failure rectification.

Tenderers must state the types of rear axles that are currently available in the bus model offered and should offer only those that are proven in the operating conditions described.

4.5 FRONT DRIVE

Tenderers must state the types of axles that are currently available in the bus model offered and should offer only those that are proven in the operating conditions described.

The front axle must be heavy duty with a design capacity of not less than 4500kg.

4.6 SUSPENSION AND CHASSIS

4.6.1 Ground clearance should not be lower than 300mm other than under the axles.

4.6.2 Full air suspension is required on both axles which must provide good ride quality to passengers.

4.6.3 To facilitate passenger entry and exit, a kneeling system must be incorporated that lowers the bus approximately 200mm during boarding and unloading. After kneeling, the bus must rise within 2 seconds to a safe height permitting the bus to proceed and within 7 seconds to its normal operating height.

4.6.4 To improve approach and departure angles in certain operating conditions the driver must be able to raise the ride height by 80 – 100mm above the normal operating height to eliminate damage.

4.6.5 An interlock must be fitted to prevent any movement of the bus when it is in the kneeled position or when the passenger doors are open.

Minimum approach angle (degrees.) fully laden 7°

Minimum departure angle (degrees.) fully laden 7°

4.6.6 Each Bus must be restricted to moving at a speed up to 30 km/h with the suspension in the 'lift' condition. If the 'lift' setting is operated while the Bus is moving at a speed greater than 30 km/h, it must not activate or reactivate until the raise switch is operated.

4.6.7 The time to lower each Bus from the normal height to the 'kneeling' height must not exceed eight seconds, and the time to raise the Bus from the 'kneeling' height to the normal height must not exceed eight seconds.

4.6.8 Visual warnings must be provided to alert the driver that the Bus' suspension is either in the 'kneeling' or the 'lift' condition.

4.7 STEERING

Integral power assisted steering is required. Steering radius must not exceed 17.5 metres.

The steering wheel must be separately adjustable for height and angle to suit individual driver preference and size. It should cater for female and male drivers.

4.8 BRAKES

4.8.1 Dual circuit air brakes equipped with EBS (Electronic braking system) incorporating ABS (Anti-lock braking system), and EBD (Electronic brake force distribution) Documentary proof thereof is required.

4.8.2 The total braking effort shall be distributed between all wheels in such a ratio as to ensure equal brake force distribution simultaneously, as well as equal friction material wear rate at all wheel locations.

4.8.3 An air coupling in accordance with SABS 1207/1506 must be mounted below the front bumper to be used when the bus is to be towed following a breakdown.

4.8.4 The air system must be able to be fully charged from empty within three minutes at an engine speed of 1500 rpm.

4.8.5 All wheels must have disc brakes, and all brake pad clearances must automatically adjust.

4.8.6 A means of visually determining brake pad wear at each wheel must be provided. It must not be necessary to dismantle or remove any components to ascertain brake pad wear.

4.8.7 All disc pads must provide a minimum services life of 70,000 km when used in normal operations before replacement is necessary or the brake system must be drum type must provide a minimum service life of 100,000 km (one hundred thousand kilometres) when used in normal operations before replacement is necessary.

4.9 TYRES

The tyres must be tubeless, radial type with sufficient carrying capacity and speed rating necessary to meet the requirements of the vehicle specification that is being tendered.

A spare tyre of the same size, thread type and brand of the vehicle tyres must be supplied with the necessary toolkit for maintenance and changing the tyre.

4.10 BODY

4.10.1 Great emphasis is placed on the need for meticulous rust procedures, to withstand the Durban climatic conditions. Complete bodies are expected to have a minimum service life of 10 years, with absolute minimum maintenance. The bus shall have unique and iconic styling both externally and internally design. Tenderers

must therefore, submit full details of all proposed rust proofing procedures. The guarantee against corrosion must be stated precisely and not less than 10 years is required.

4.10.2 The frame shall be constructed from 3CR12 Steel, treated mild steel or aluminium as a minimum standard.

4.10.3 Body mounting and construction must be approved by chassis supplier.

4.10.4 Complete details of body construction must be submitted, including proposed materials to be used in frame and panelling.

4.10.5 The Manufacturer must ensure that the top corners of the body cross-section are curved rather than having sharp corners, and otherwise designed so as to minimise the damage caused by collision with overhanging branches, canopies, signs etc.

4.10.6 The panel areas must be capable of being readily repaired or replaced without disturbing there of centre or adjoining roof sections.

4.10.7 Full bodywork insulation to sides, roof, front and rear where feasible is required to reduce the solar reflection in summer.

4.10.8 The under carriage must be treated with a rubberised coating.

4.10.9 The supplier must provide a Homologation Certificate for the chassis series being manufactured and must comply with the SANS 10267 requirement.

4.10.10 Body structure must meet safety, body roll over structural strength, seat strength and anchorage and emergency requirements that meets SANS requirements

4.10.11 The floor and supporting bulkheads between the engine and passenger area are to be well insulated against noise, heat and exhaust fume intrusion into the saloon.

4.10.12 Insulation is to be provided against noise ingress, covering the total area from a point forward of the rear axle extending to the engine bulkhead.

4.11 DIMENSIONS

Requirement	Dimension
Maximum length (mm)	12 500 mm
Maximum width (mm) excl. mirrors and side lamps	2 500 mm
Max height (mm)	4 300 mm
Max wall to wall turning circle diameter	25 000 mm
Min. approach angle (deg.) fully laden	7° (degrees)
Min. departure angle (deg.) fully laden	7° (degrees)
Max. height from ground to the top of door steps unladen (mm)	410 mm

4.12 INTERIOR NOISE PERFORMANCE TARGETS

4.12.1 The maximum interior noise levels generated by the Vehicle shall not exceed the following:

4.12.2 When driving at constant speed of 40 km/h for two minutes on a straight road with all auxiliaries operating at their maximum measured in the saloon must comply with the following,

4.12.2.1 Front Axle 68 dB(A)

4.12.2.2 Rear Axle 70 dB(A)

The testing method and standards are to be provided by the supplier for the above conditions.

4.13 VENTILATION AND SALOON WINDOWS

4.13.1 VENTILATION

Two options must be offered:-

4.13.1.1 Air Conditioning

The complete interior saloon and driver's area must be fully air-conditioned. The unit must be powered by the main bus engine. Respondents must take into account the EThekwini climate that gives rise to high temperatures and high levels of humidity in summer months. The unit must be capable of maintaining a constant temperature of approx. 18 degrees Celsius during operation.

4.13.1.2 Forced Draught

The temperature inside the bus must not be greater than the outside ambient temperature.

The bus must be equipped with a forced draught mechanical ventilation system which achieves air renewal approximately 30 times per hour using fans and extractors evenly distributed along the body with a minimum capacity per fan/extractor of approximately 300 cubic metres per hour.

4.13.2 Windows

Large sliding windows of the one third sliding and two thirds fixed type must be fitted.

Window size must be large enough to accommodate the various weather conditions and must be of tinted glass.

Window size must be large i.e. minimum 1200 mm in length and 1000 mm in height and must be of tinted glass.

4.14 MATERIALS (Panelling and Flooring)

4.14.1 External body panelling must be Chromoprep or equivalent. Flooring must be 3mm 3CR12 covered with 3mm Altro floor covering material.

4.14.2 The front entry area to the point no further forward than the rear most point in the entry door must be covered in a contrasting colour. A contrasting colour must also be used in the rear door opening area.

4.14.3 The disabled access areas must be highlighted by contrasting blue coloured flooring.

4.14.4 The floor covering must continue up the sides of the Bus as far as the underside of the body side seat rails.

4.15.5 Sharp corners, both horizontal and vertical, must be avoided.

4.15.6 All step and platform edges must be fitted with contrasting edging mounted in an aluminium step edge strip.

4.15 PASSENGER ENTRANCE & EXIT DOORS AND CONTROLLERS

Not notwithstanding the items listed below, it must be noted that the floor of the lower level deck shall be designed on a low entry floor type for easy access for passengers and physically challenged individuals.

4.15.1 The bus must be fitted with a Driver operated vehicle door control system.

4.15.2 One passenger entrance door to be incorporated on the nearside, either ahead or behind the front axle and an additional passenger exit door to be incorporated on the offside between the front and rear axles.

4.15.3 The front passenger entrance must be as wide as possible as well as the offside passenger door which should not be less than 1100mm.

4.15.4 The passenger entrance step height must not be higher than 350mm above the ground. Pneumatically operated doors should be fitted. Service doors must have a driving mechanism that ensures adequate evacuation and maximum opening time of 2 seconds. The doors must not be able to be opened whilst the bus is moving.

4.15.5 The passenger doors and electric sliders must be able to open simultaneously to prevent any injuries from taking place

4.16 Universal Access

4.16.1 Each Bus should comply with Universal Access Design Guidelines issued by the Department of Transport incorporating all aids for the disabled, blind, deaf etc.

4.16.2 A Hubner Electrical slider or equivalent ramp must be incorporated on the nearside passenger entrance doors and on the off-side passenger door that will extend from the step of the bus to the kerb, or to the station platform, to provide wheelchair access.

4.17 DRIVERS COMPARTMENT

The driver's cab shall provide a safe and comfortable workplace to enable the driver to operate the Vehicle. This includes all driving duties and passenger interaction functions. The driver cab compartment must be sealed off from saloon and access into the driver compartment must be from a lockable door that leads into the saloon.

4.17.1 The seat shall be an Isringhausen or equivalent and it must be air an operated unit.

4.17.2 Approved, full height partitioning shall be fitted at the rear of the driver's seat.

4.17.3 Driver's compartment must be equipped with a lighting system independent from the lighting at the interior of the bus, so that light is not reflected in the panoramic glass and ensures safer driving.

4.17.4 A de-mister for the full left and right hand side of the windscreens must be provided.

4.17.5 A foot rest for the drivers left foot is also required.

4.17.6 A sun visor for the driver is required.

4.17.7 The partition at the rear of the driver if fitted with glass must be darkened to eliminate interior reflection. An SANS approved fire extinguisher, approximately 4.5kg capacity, of the stored pressure, dry powder type, covering A,B and C fires shall be mounted in an approved position in the drivers cab.

4.17.8 External rear view mirrors that comply with SABS specifications SV 1054-1981 shall be fitted and an approved interior mirror must be fitted at the top centre of the windscreens.

4.17.9 Convex mirror must be fitted in approved position above the passenger door.

4.17.10 The Left Hand Side and Right Hand Side windscreens must be of laminated glass in a one piece configuration and must comply with SABS 1191.

4.17.11 Two pantograph wipers and windscreen washers must be fitted and controlled remotely from the driver's control panel

4.17.12 Instrumentation must be incorporated into an attractively designed dashboard constructed from hard wearing and high quality plastic material.

4.17.13 The Engine Start system must be of a switch type which will not require a key to start.

4.17.14 The vehicle must be fitted with a main control switch that isolates the vehicles electrical power when not in use. The location and design of the switch must be approved by City Fleet.

4.17.15 All instruments and controls must be clearly identified by means of pictograms and or signs written in the English language.

4.18 PASSENGER SEATS

Not withstanding the items listed below, it must be noted that the bus configuration is based on an open roof or retractable roof which exposes this section to the ingress of dust, moisture, water and sun rays etc. Therefore the choice of construction materials and elements used must be factored in the overall design. Particular attention must be paid to ensuring high levels of comfort for seated passengers, including seat padding and adequate knee and leg room.

4.18.1 The proposed layout must include for one wheelchair bay with the maximum number of seated passengers. Moulded plastic seats padded and upholstered with a pitch of 690mm taken from the back rest to the front of back rest at seat level.

4.18.2 The seats and their frames must comply with SABS 1564 and the seats adjacent to the centre aisle must incorporate a facility for standing passengers to hold onto.

4.18.3 All seat backs and interior fitting must be graffiti resistant.

4.18.4 All folding seats, when deployed, must meet the same mounting, strength and impact requirements as the fixed seats. All seats must be numbered, and such numbers be visibly positioned.

4.18.5 All folding seats must be able to be deployed in both the raised and lowered positions, and where possible an armrest must divide each seating position when the seats are deployed in the lowered position.

4.18.6 The Vehicle shall be designed with a minimum of 4 Priority Seats and shall differentiated signs and colour coding of moulding.

4.18.7 The bidder shall accommodate for each seat of the lower and upper deck to be clearly labelled. The label shall be in accordance with the ticket issued to the passenger from the user department ticket office. The labelling and numbering system shall be finalised at the time of order.

4.19 REAR SECTION OF BODY

Rear window is required and the design of the rear panel must eliminate all ridges and the rear number plate must be placed just above the rear bumper in order to facilitate the placing of large decals for advertising purposes.

4.20 SERVICE ACCESS

4.20.1 The bus must have a left hand side, a right hand side service doors and a rear engine door would be required for exterior access to the engine area. Floor hatches are to be designed in accordance with the Body Builder's Instructions supplied by the chassis manufacturer as a minimum requirement.

4.20.2 All fluids, including lubricating oils and windscreen washer water must be filled or replenished from the exterior of each Bus. It must not be necessary to enter the interior of the bus in order to fill or replenish any fluids, except for the automatic transmission fluid.

4.20.3 With the exception of equipment that must be accessible in an emergency, all hatches and doors to be provided with suitable locking devices;

4.20.3.1 Budget locks for exterior hatches and doors;

4.20.3.2 Quarter turn fasteners for internal floor hatches; and

4.20.3.3 Key locks for CCTV and drivers lockers

5 INTERIOR AND EXTERIOR

5.1 EXTERIOR APPEARANCE

Respondents must make every effort to design a bus that incorporates an attractive image and is aesthetically pleasing and this aspect will be taken into account when adjudicating offers received.

The front and rear corner panels must be made up as sub-assemblies and must be easily replaceable without disturbing any adjacent sections.

The front and rear bumpers must be made from a material which is durable and lightweight, in three sections and each section must be easily replaceable without disturbing any adjacent sections.

5.2 INTERIOR LIGHTING

5.2.1 Saloon lights on the lower deck should consist of LED lighting incorporated LED strip lighting from front to the back to cover the dual equivalent of the length of the saloon ceilings.

The upper deck must be sufficiently illuminated to cater for the covered and non-covered areas.

All saloon lighting shall have positive feeds, and all lamp bases shall be effectively earthed to the body structure. Saloon light and electrical wiring shall be enclosed in a conduit.

5.2.2 A fully waterproof external light must be provided adjacent to the entrance doorway, arranged so as to clearly illuminate the lowest door step edge, and also the kerb, pavement or road surface for at least 500 mm beyond the step edge and for at least the full width of the doorway. The light may be LED or other suitable form but must only illuminate when the respective doors are opened and the interior lights are on, and must be extinguished when the respective doors are closed.

Interior saloon lighting to provide at minimum:

5.2.2.1 Seats: 150mm above cushion level 150 lux

5.2.2.2 Aisles: Floor level, on bus centreline adjacent to all seats 150 lux

5.2.2.3 Steps: Floor level, centre of entrance and exit steps 100lux

5.2.2.4 Lighting levels will be subject to test and approval by the City Fleet.

5.2.2.5 The Vehicle shall be provided with smart sensors to ensure the interior lighting is automatically deactivated in daylight.

5.2.2.6 In order to cater for night cleaning of the bus an override feature must be include and approved by City Fleet.

5.3 EXTERIOR LIGHTING

5.3.1 All exterior lighting, tail lights, brake lights, indicator lights and head lights must conform to the requirements of the South African Road Ordinance, however additional stop, tail and indicator lights are required to be situated in the top left and right hand side of the rear dome.

5.3.2 Day time running lights must be standard equipment for all front lighting.

5.3.3 Additional direction indicator lamps are also required in the top left and right hand side of the front dome. Lamps need to be Wonder Light LED type, and fitted with anti-theft ring. Positioning to be approved. Lamps must have a diameter of not less than 110mm. All rear lights are to be of the same make and type and positioned accordingly.

5.3.4 Marker lights/ LED effect for both front and rear.

5.4 INTERIOR FINISHING

5.4.1 Care must be taken in designing the layout of seats, handrails etc. to ensure maximum accessibility for passengers and wheelchair occupants.

5.4.2 The passenger's compartment and its ventilation system must not allow the entry of water, dust, smoke or any other damaging element which causes discomfort to passengers.

5.4.3 Handrails and handles must have the sufficient resistance such that passengers are able to stay standing while the bus is in movement, including in case of an emergency stop.

5.4.4 The surface of the handrails must be free of cutting edges and must have curved ends, such that there is no danger of injuries to passengers.

5.4.5 Handrails must be continuous elements, free of joints at points different of intersections, or at points anchored to the body. The surface of all bars and handles must provide grasp free of obstacles and be made of an anti-slip material.

5.4.6 Bars and handles must have a section which enables passengers an easy grasp and firm grip. Every bar must be at least 150mm long to accommodate one hand; in case of straps with holding bar; the minimum length of the bar must be 100mm. bars and handles must be circular or oval with a diameter between 30 and 45mm.

5.4.7 There must be at least (2) vertical grip-bars, one on each side of the service doors and in the spaces reserved for wheelchair passengers according to the relevant SABS standards, SABS 0302 0370 and annexure B of SANS 20107.

5.4.8 There must be a vertical handrail every 1500mm or every 2 seats, as the case may be. Handrails; may be fastened directly to the tubular structure of the seats.

5.4.9 Every possible step must be taken to ensure that easy cleaning of the vehicle can be carried out. The floors of the vehicle must be radiused at the sides and all joints are of such a type that in cleaning operations no foreign matter will remain on the floor after sweeping.

5.4.10 All trap doors must be made air tight and positioned as indicated by the chassis manufacturer. The trap doors must be of suitable dimensions to enable easy access to all major mechanical components. The floor above the engine must be adequately reinforced to prevent passenger injury in the event of an engine failure, where a connecting rod can possibly be projected through the floor.

5.4.11 All handrails and stanchions must be manufactured from powder coated stainless steel, with matching clamps and fixings. The hand rails should provide sufficient tonal contrast with the background against which they are viewed. As a safety feature, this degree of contrast should be 70%.

6 SAFETY AND SECURITY

6.1 The bus must be designed and manufactured in accordance with all fire safety and smoke emission standards and where possible these provisions must include the use of fire retardant and low smoke materials.

6.2 Emergency windows must be furnished with fragmentation mechanisms as provided for in SABS standard. The windows must be easily and quickly activated from inside the bus at any time during operation.

6.3 Each emergency window must have a minimum free area of 3500cm² such that a rectangle of 500cm x 700cm can be passed through it and must comply with the latest SABS specification for emergency exits.

6.4 Two roof mounted emergency exits shall be fitted in addition to the rear left hand side and right hand side emergency exists.

6.5 A 3 point seat belt conforming to the relevant SABS specification must be provided for the driver's seat.

6.6 The space provided for people with disabilities and passengers in wheelchairs must be located in the first section of the bus, as nearly as possible to an access door; this space must be clearly signposted for people with disabilities passengers. The minimum space must be 900mm x 1400mm and the symmetry axis of the seat must be parallel to the longitudinal axis of the bus and must comply with the latest SABS specification for wheelchairs. This space must also have handrails to facilitate entrance and exit for people with disabilities. Passengers in wheelchairs must be securely fastened with a mechanism anchored to a structural element of the bus and must comply with the latest SABS specification including SABS 0302, 0370 and Annex 8 of SANS 20107 for wheelchairs, the fastening mechanism must have a simple and quick operating system to enable to use the area as a free space when the same is not being used by people with disabilities or passengers in wheelchairs.

6.7 Fuel ducts must be positioned to ensure that any leak does not fall onto the exhaust or engine.

6.8 The headlights shall incorporate suitable daytime driving lights for use during the daylight hours for safety reasons.

6.9 A system to enable the door to be opened from the exterior in an emergency must be incorporated. There must also be incorporated an audio signal easily identified by the driver to warn that a door is not properly closed.

6.10 The passenger door must not be able to be opened whilst the bus is moving. The door can only be opened when the bus is stationary and the park brake is applied.

6.11 The body design must incorporate 3 piece steel reinforced fiberglass bumpers.

6.12 The rear bumper to be mounted so as to provide protection to the engine components.

7. CRASH AND IMPACT RESISTANCE

The Contractor shall design the Vehicle with adequate crash and impact resistance and shall also design the Vehicle in such a way as to minimise the risk of serious injury to pedestrians in the event of a frontal collision.

8. BELL PUSHES

Sufficient bell pushes shall be provided and mounted equidistant on each side of the saloon as well as on the stanchions, in positions to be approved.

9. BRANDING

All buses should be branded and Durban Tourism to supply Artwork.

10 PAINTING

10.1 A high quality 2K paint finish is required. The paint life quality must be guaranteed against deterioration for a minimum of 10 years. The colours will be advised at a later date.

10.2 Each Bus must be painted using an appropriate automotive paint process in up to 4 colours to meet the City's required livery (specified separately). The Manufacturer must ensure that all preparation and painting, is carried out in strict accordance with the manufacturers' written instructions and specifications.

10.3 Wheel Rims to be painted in Silver

10.4 The wheel rims must be primed using Marine Primer paint or equivalent and equal brand (the primer must incorporate a hardening agent to ensure maximum retention onto the steel)

10.5 To be finished in 2K aluminium silver paint or equivalent.

11. Signage and Markings

11.1 Data plates shall be fitted labelling the storage areas and capacity. Safe working loads should be labelled where necessary on the items above.

11.2 Safety, operation, technical data, dates of manufacture, manufacturer's details etc.

11.3 Chevron board to be fitted section above rear underrun bumper and plastic mudguards to the rear wheels both conforming with the appropriate SABS/SANS standard.

11.4 Durable, ultraviolet resistant and weather resistant warning signs shall be provided at all locations of the vehicle that impose a danger to persons.

11.5 Durable, ultraviolet resistant and weather resistant information signs shall be provided in specific locations to assist the driver/maintenance staff with the operation/maintenance of the vehicle.

11.6 Retro-reflective tape shall be fitted to both sides and the rear of the vehicle as well as the rear bumper.

11.7 Registration number to be clearly marked on roof.

11.8 Disabled passenger signs shall be displayed on the vehicle according to the appropriate SABS/SANS standard.

12. ELECTRONIC EQUIPMENT

12.1 CCTV Cameras and Passenger Counting

Cameras are based on the following:

9. IP based cameras

10. HD based DVR and Cameras

11. Night Vision
12. 3D Passenger counting

Quantity: 6 Cameras based on the following locations.

13. Camera 1: Forward facing camera with view through the front windshield.
14. Camera 2: View of Entrance and Exist.
15. Camera 3: Mounted near front of bus with a front to rear view
16. Camera 4: Rear View (External Mounted)
17. Camera 5: View of Driver Above Driver Cabin
18. Camera 6: Upper Level of Bus

Specifications:

19. Cameras must be High Resolution Colour Cameras with sound.
20. Cameras to be activated when engine is turned on.
21. Rear View camera must also be used as a “Reverse Camera”
22. LCD monitor must be installed in the driver cabin. The screen must display the rear view camera when reversing and the Upper Level camera when not reversing.
23. DVR must allow for 30 days (24 hours a day) recording.
24. Recording must be transferred via WLAN network based at Depots
25. System must be able to view “Live” video feed on Bus and capability of transferring recording via 3G GSM network. Sim Card will be supplied by the eThekwin Municipality.
26. Continuous or schedule based recording
27. Event based recording.
28. Disconnected camera detection.
29. Auto shut down delay after ignition switch off.
30. Auto reset after power break with no recording loss.
31. Built in clock with internal battery.
32. DVR, Cameras and related equipment must be Robust, Splash resistance and Shock Proof.
33. Sun and backlight compensation.
34. The system must be capable of recording Audio.
35. The System must be fully functional in all operational and environmental conditions that might be encountered in the operation of the bus.
36. There must be no loss of recordings if the Power source is disconnected.
37. The DVR must be housed in a Tamper-Resistant, key-lockable recorder enclosure and kept in a secure location.
38. The system must be protected against reverse polarity, short circuit and high voltage spikes.
39. The system must count passengers boarding and alighting the Bus.
40. The system must have exception reports.

12.2 Audio Control Unit - PA and Audio Playback System

The PA and Audio Playback System must be of the following specification:

41. The Audio Control Unit must have ample preouts to drive the amplifiers for the two levels.
42. FM/AM Radio Channels.
43. Memory buttons for preset channels.
44. 2 X Wireless microphones (Driver and Tour Guide).

45. 2 X Base Stations/Cradles for Charging of Microphones.

46. The Wireless Microphone must work anywhere on the Lower and Upper Level of the Bus.

47. The Wireless Microphone must transmit thru South African Regulatory approved frequencies.

48. The Receiver must have a diversified antenna system (Dual Antenna).

49. Driver Microphone must be mounted in the driver cab via a movable gooseneck bracket.

50. Amplifiers shall provide the speakers RMS wattage. Each speaker must be driven by an individual channel. Daisy chain connection should be avoided in case of failure or bypassable. There should be at least four amplifiers such that the system can be used for extended periods of time without strain.

51. Speakers must be integrated into the panels placed in various locations on the lower and upper level of the bus and allow audibility to all passengers on board. Minimum of eight speakers per level. Upper deck speakers shall be marine grade weather resistant type. Speakers shall be full range coaxial type 8". The acoustics shall be enhanced using the panel mounting and panel surfaces.

52. The system must cater for audio playback of pre-recorded messages via CD/DVD/MP3/SD Memory Card/USB.

53. The System must cater for Track select and repeat functions.

54. Auto preset and scan functions.

55. Clock Function.

56. Headphone jacks and Language option buttons must be fitted on each seat.

57. Headphones for the number of Headphone jacks fitted.

58. The System must allow individual passengers to choose which channels and also allow them to adjust their headphone volumes.

59. The system must allow for complete Digital Control of Passengers Audio System.

60. Independent Drivers Audio selections and controls.

61. Passengers Control Display unit must be installed with a LED backlight.

62. The Control Unit must be capable of different versions of the same recording based on different language settings.

63. The system must be capable of playing back recordings based on passenger selection.

64. The system must be robust and splash proof.

65. The system must be installed in an environment that has mechanical and electronic damping.

66. The bus must be pre-fitted with the power output plugs

12.3 Wi-Fi

The eThekini Municipality will be installing a Wi-Fi system on the Buses. The Bidder must provide ducting for the installation of two Wi-Fi receivers on the Buses. One receive on the lower level Roof and one on the Upper Level Roof. The bidder must also provide a lockable enclosure near the Driver Cab to house the Wi-Fi Controller. The enclosure must also contain a 12V power supply.

13. Maintenance and Guarantee

The vehicle must be supplied with detailed maintenance, operating, training and spares manuals (in English), including technical data for each spare, as well as general arrangement drawings and a bill of materials.

There must be enough information to allow the capture of maintenance schedules in terms of inspections, servicing and replacement of parts. Three hardcopies and three electronic copies of the operating, maintenance, training and spare parts manuals shall be provided, as well as a training manual for each trainee.

14. Important Notes

Prospective tenderers must ensure that they read the specific Contractual Conditions applicable to this contract which appear on the chapter immediately preceding the Technical Specification.

15. Applicable standards and specifications

The following, not necessarily comprehensive, list of standard specifications are relevant (latest revisions to be adhered to):

ANSI/AWS D1.1 Structural Welding Code

Steel BS-EN 287 Part 1 Approval testing of welders/fusion welding

BS-EN 288 Part 3 Specification and approval of welding procedures for metallic materials

BS 5135 Metal arc welding of carbon and carbon manganese steels

BS 3923 Methods for ultrasonic examination of welds

BS 2600 Radiographic examination of fusion welded butt joints in steel

BS 5493 Code of practice for protective coating of iron and steel structures against corrosion

DIN 1026 Metric channels

ISO R657 Angles

SANS 135 ISO metric bolts, screws and nuts (hexagon and square) (coarse thread, free fit series)

SANS 136 ISO metric precision hexagon-head bolts and screws, and hexagon nuts (coarse thread medium fit series)

SANS 064 Preparation of steel surfaces for coating

SANS 763 Hot-dip (galvanized) zinc coatings

SANS 1091 National colour standards for paint

SANS 1431 Weldable structural steels

SABS 1046, SABS 1376 Lights and retro-reflective devices

SABS 1051, 1447, SANS 20013, SANS 6292 Brakes and braking equipment

SABS 1329 Rear warning sign (chevron)

SANS 1055 Rear underrun protection device

SANS 1496 Wheel flaps

SABS 1447 Pneumatic braking connections

SANS 3779 Vehicle identification number

Vehicle dimensions NRTA Act no.93 of 1996

Data plates Compulsory Vehicle Standards

MANDATORY TECHNICAL REQUIREMENTS - BUSES

7.1 Unless otherwise specified in this Agreement, the bidder shall undertake the following Work:

All maintenance Work in accordance with the Bus Manufacturer's maintenance program (OEM standard) or Manuals which includes the supply of all parts, consumables (e.g. engine oils, transmission fluids, brake fluids, batteries, anti-freeze for cooling and heating installations, oil filters, wheel studs, Head lights bulbs replacement including all bulbs, fuel filters, gaskets, other lubricants including all top ups oils and service products etc.) and labour with the proviso that all top-up oils will be inclusive as part of the checks performed by the OEM or BIDDER;

7.2 All maintenance and repairs as a result of wear and tear in the normal use of the Vehicle;

7.3 All workshop and road tests specified by the OEM or by the Manufacturer for the purpose of servicing, inspection, diagnosis, repair and calibration of the Vehicle, in force on the commencement date of this agreement, and during the contract period;

7.4 Any faults diagnosed outside of these parameters must be communicated to City Fleet personnel, via a quotation and must be approved by City Fleet, before the repairs are carried out.

7.5 All drive train repairs becoming necessary as a result of wear and tear in the normal use of the Vehicle; The successful bidder is expected to carry a swing unit such as Engines, Transmissions and Differentials specific to the chassis derivate.

7.6 The attendance at any breakdown and the subsequent towing of any Vehicle to any workshop, if required;

7.7 The performance of any preventative treatment checks or other work which the Vehicle manufacturer deems necessary;

7.8 Steam cleaning of the Vehicle prior to service/inspection, including washing of chassis, engine, gearbox, front and rear axle at the time of carrying out routine service and maintenance Work, including cleaning up in the vicinity of the service and maintenance work area

7.9 To report on any visual defects, as soon as possible after detection thereon, on bodywork and tyres notwithstanding the fact that such Work thereon is not the specific responsibility of the OEM or Bidder; and

7.10 It is a requirement that the bidder undertake an inspection of the Vehicle at least every two weeks in order to determine any maintenance or repairs that may be necessary thereon, and in fulfilment of this requirement, is to provide the Municipality with a detailed check- sheet of what the inspection entails.

7.11 Rectification of damage caused to the vehicle or any part thereof by any act or omission or default of the third party including any failure to operate the vehicle in accordance with a Manufacturer;

7.12 Servicing and repair to standard equipment, spotlights as well as the use in the vehicle of parts, oils and other service-related products that is approved by OEM;

7.13 Repair to damages as a consequence of conversion, minor body work fitment such as wipers, equipment, parts or accessories, installation which is approved by industry regulator;

7.14 Washing, care of paintwork and cosmetic repairs cleaning as well as repair to fuel system and injection equipment caused by dirty fuel or waxing

7.15 Repair or replacement of electrical components in accordance with OEM's specifications, early battery failure.

7.16 Repair or replacement of head lights, tail-lights, and the replacement of any electrical light globes;

7.17 Daily top-ups oils, lubricants, coolants, Ad-Blue as specified by the OEM.

7.18 Modifications required as a result of any changes in South African law after the commencement date of this agreement and renegotiate the cost with EM;

7.19 Liable for any costs which are direct result of any failure to have the vehicle maintained timeously or failure to carry out preventative maintenance;

7.20 Repairs to or maintenance of any air conditioning unit in the vehicle and any components relating to any such unit;

7.21 Repairs to or maintenance of the tachograph of the vehicle;

7.22 Repairs to or maintenance of any radio, or electrical or electronic devices not manufactured or supplied by OEM;

7.23 Recharge and replacement or repair of the battery/ies in the vehicle whenever such repair or replacement is required;

7.24 Maintenance of power take-off and related hydraulic equipment;

7.25 A successful bidder shall be liable to EM for any repair or maintenance work or servicing carried out in respect of the vehicle and in such event, the EM shall claim against the bidder in terms of any warranty;

7.26 A clean bill of health should be conducted after accident repairs or repairs to any major mechanical/electrical work where the vehicle was out of commission for more than two (2) weeks.

8 ACCIDENTAL DAMAGE

The Municipality shall in a reasonable time notify the Bidder in the event that any Vehicle is involved in a collision or accident.

The Municipality shall have all damage caused to the Vehicle chassis by any collision or accident repaired by a workshop approved by EM.

The costs of all repair work to be undertaken as a result of such accident or collision shall be borne solely by the Municipality unless such repair work was necessitated as a result of any act/omission by the Bidder.

If a situation arises where a Vehicle is in need of necessary repairs of a minor and/or emergency nature and a third party undertakes such repairs, then and in that event, the Municipality shall not require the OEM's consent, provided that the OEM is notified of such repairs within a reasonable time thereafter.

9 SERVICES OUTSIDE THIS AGREEMENT

Any servicing, maintenance and/or repairs carried out or undertaken by or on behalf of the OEM and falling outside the obligations of the OEM in terms hereof shall be charged by the OEM at a rate agreed to with the Municipality before undertaking the repairs and paid within **30 (THIRTY)**

working days from the date of receipt of the invoice.

10 PROCEDURE FOR WORK

The BIDDER shall undertake the Work timeously and professionally.

The Municipality shall make the Vehicle available to the Bidder timeously for the Work to be performed on the Vehicle, and in any event, not more than 2 000 kilometers after the relevant service interval in the Service Booklet relating to the Vehicle concerned and, as and when reasonably required by the Bidder for the performance of any preventative treatment or checks thereon.

Other than for repair or replacement following a breakdown or major component failure all Work shall be completed on the day upon which the Municipality makes the Vehicles available for the Work unless the parties jointly agree that the required Work specifically requires a longer period for completion.

In order to ensure maximum availability of the fleet (and in the event of major component failure) the Bidder shall be obliged to have immediately available a replacement of all major components, such as engine, transmission, differential etc.

11 PLACES OF WORK

The Work shall be performed at one or more of the Municipality's bus depots, as required.

The Municipality shall bear the cost of rent, lights and water.

The Municipality shall provide the workshop equipment which includes but not limited to the following: compressed air and its accessories, brake testing equipment and its accessories, Hydraulic pit jacks and its accessories in the designated Workshop premises.

The Bidder is to provide its own telephone, fax and computer requirements and all costs related thereto at its own expense.

The Bidder shall bear the cost of any loss or damage occasioned to the property as a result of any act or omission on the part of the Bidder.

The Municipality shall be completely indemnified for any loss suffered to the Bidder and without limiting the generality hereof to: -

Injuries arising out of the use of any equipment, lubrication or any other agent;

Any loss or damage suffered consequently or otherwise to the BIDDER or any third party;

To any injury suffered, in any manner whatsoever to any staff or third party on the premises; and

To any loss suffered by the BIDDER or any third party of any assets or equipment.

Whilst it shall be the responsibility of the Municipality to clean the common the area of the depots it shall be the specific responsibility of the BIDDER to ensure that the area which it occupies is properly washed and cleaned at all times and kept in a presentable way.

COMPULSORY QUESTIONNAIRE

Questionnaire forms part of the tender documents and must be completed in its entirety. Where proof is provided the bidder shall clearly mark these as appendices and highlight in the submission the sections that are valid.

Can your company adhere to the following specifications when manufacturing a double decker tour bus for eThekwin Municipality?	Yes / No	If Yes please provide proof Appendix no. with submission.
<p>Compulsory items:</p> <ul style="list-style-type: none"> • Are you an OEM and/or Certified agent and registered MIB? • Can the relevant documents be provided for Section 6, SCC 10.1 and ACC1 with the vehicle? <ul style="list-style-type: none"> ○ Detailed maintenance manual ○ Operating manual ○ Training manual ○ Spares manual ○ Electrical wiring circuit/diagram ○ Quality management plan and documents ○ Homologation, compliance and licensing • Has Section 6, SCC 10.1.2 been submitted for the tender? <ul style="list-style-type: none"> ○ An assembly drawing indicating the general arrangement of the interior/body and the subassemblies making up the customization with critical dimensions. ○ A mass distribution diagram of the loading forces in relation to the vehicle. 		

<ul style="list-style-type: none"> ○ Design calculations (where applicable) showing supplied systems are operating safely. • Can the warranty obligations be met in Section 6, 15.2? (Terms and conditions shall be submitted) • Have the returnable documents from Sections 3 and 4 being provided? 		
<u>Vehicle items</u>		
<ul style="list-style-type: none"> • Can the accessories in Section 7, Item 3, chapter 2 be met without any exclusions? • Can you comply to VC 8023 Compulsory specification for the vehicle? • Can you successfully, homologate, meet compliance and license as a passenger/wheelchair carrying vehicle? • Have you submitted references of previous buses supplied? • What Euro rating and power requirements does the engine provide? (Euro 4, 160kW and 800Nm was minimum) • What is the GVM (minimum of 16 000 kg)? • How many passengers seated and standing can be accommodated? • Can the wheelchair access bay be included with easy access to and from the vehicle? (specify details) • What fuel consumption is expected from the vehicle? (specify amount) • If AdBlue is required for Euro 5 engines and better what consumption of the AdBlue is expected from the vehicle? (specify amount and if included in the warranty and service period) 		
<u>Material for the body:</u>		
<ul style="list-style-type: none"> • What structural steel is being used? • What paneling is being used? • What insulation materials are being used? • Safety systems? (specify details) 		
<u>Interior:</u>		
<ul style="list-style-type: none"> • Can requirements for the interior be met/bettered without any exclusions? (details must be provided in submission) • Can the electronic/electrical equipment needs be met? Please provide details of; The PA audio/video system (products and catalogues) CCTV systems (products and catalogues) 		
<u>Exterior:</u>		
<ul style="list-style-type: none"> • Can a retractable roof be provided to compliment the front canopy and the rear of the bus on the upper deck? (details must be provided in submission) • Can the roof be automated with manual override? 		

<ul style="list-style-type: none"> Can safety rails be provided throughout the entire longitudinal length? 		
<u>Sub systems and miscellaneous items</u>		
<ul style="list-style-type: none"> Can items in section 7, chapter 5 to 11 in the technical specification be met without any exclusions? 		

SECTION 8 : BILL OF QUANTITIES / SCHEDULE OF ACTIVITIES

Bidders shall provide pricing as below;

Options shall be provided with the different Euro engines as choices by the bidder where possible of the complete vehicle including the body, primary accessories, structural work and all components and systems to complete the subsystems to provide a fully operational specialised vehicle. Item 2 shall be priced separately however the bidder must account for this item in their bid and vehicle. All prices are to be quoted exclusive of value added tax (VAT). If a discount is possible with production numbers bidder can quote accordingly.

Item 1.1: Double decker bus with forced draught air cooling	Price per item	Remarks
Vehicle (bus)		
Vehicle accessories (for bus)		
Superstructure (structural work including windows and upper deck canopy)		
Retractable roof		
Interior customization (seating, interior finishing, lights etc.)		
Electronic equipment <ul style="list-style-type: none"> Audio Video system CCTV 		

• WIFI		
Finishing (painting and branding)		
Delivery, licensing, homologation, training and commissioning.		
Item 1.1.1: Complete vehicle (Euro 4) with superstructure and customisation		
Item 1.1.2: Complete vehicle (Euro 5) with superstructure and customisation		
Item 1.1.3: Complete vehicle (Euro 6) with superstructure and customisation		
Item 1.1.4: Complete vehicle (Euro 7) with superstructure and customisation		
Prototype vehicle (Quantity 1 off)		
Production vehicles (Quantity 2-4)		
Production vehicles (Quantity 5-9)		
Production vehicles (Quantity 10>)		

Item 1.2: Double decker bus with air conditioning system	Price per item	Remarks
Vehicle (bus)		
Vehicle accessories (for bus)		
Superstructure (structural work including windows and upper deck canopy)		
Retractable roof		
Interior customization (seating, interior finishing, lights etc.)		
Electronic equipment <ul style="list-style-type: none"> • Audio Video system • CCTV • WIFI 		
Finishing (painting and branding)		
Delivery, licensing, homologation, training and commissioning.		
Item 1.2.1: Complete vehicle (Euro 4) with superstructure and customisation		
Item 1.2.2: Complete vehicle (Euro 5) with superstructure and customisation		

Item 1.2.3: Complete vehicle (Euro 6) with superstructure and customisation		
Item 1.2.4: Complete vehicle (Euro 7) with superstructure and customisation		
Prototype vehicle (Quantity 1 off)		
Production vehicles (Quantity 2-4)		
Production vehicles (Quantity 5-9)		
Production vehicles (Quantity 10>)		

Item 2: Maintenance Cost (Cost per Kilometer)

Year	Cost Per Kilometer Excl Vat	Cost Per Kilometer Incl Vat
Year 1		
Year 2		
Year 3		

Outwork

Description	Mark up percentage (maximum 10%)
Mark up on outwork percentage on outwork	

Buyouts

Description	Mark up percentage (Maximum 10%)
Mark up percentage on buyouts	

SECTION 9 : OFFICIAL TENDER FORM

Part A: OFFER BY TENDERER - In response to **Tender Number : 1J-3908** I / we hereby offer to supply the goods / services detailed hereunder in accordance with the Technical Specification, and subject to the Standard and Special Conditions of Tender (Goods/Services), and General and Special Conditions of Contract, which accompanied your Tender (with which I / we acknowledge myself / ourselves to be fully acquainted) at the price stated below, or in the case of individual rates are indicated in Section 8 : Bill Of Quantities / Schedule of Rates / Activities.

I / We hereby agree that this tender will hold good and remain open for acceptance as specified in the Conditions of Tender or during such other period as may be specified in the Special Conditions of Tender.

eThekwini Vendor Portal Registration Number:

PR

C.S.D Registration Number:

MAAA

S.A.R.S Pin Number:

Completion of the following is compulsory. Failure to declare the following will invalidate your offer.

Declaration of Interest

Are any of the entity's directors, managers, principle shareholder or stakeholders currently in the service of the state or have been in the service of the state in the past twelve (12) months?		<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Is any spouse, child or parent of the entity's directors, managers, principle shareholder or stakeholder currently in the service of the state or have been in the service of the state in the past twelve (12) months?		<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Name of entity's member	Position in Entity	Name of Relative (if applicable)	Name of State Institution	Nature of Relationship
Do you or any other directors, managers, principle shareholder or stakeholder of your entity have any relationship (spouse, family, friend, associate) with persons in the service of the state and/or who may be involved with the evaluation of this quotation? If yes please furnish particulars below		<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Name of entity's member	Position in Entity	Name of Relative (if applicable)	Name of State Institution	Nature of Relationship

Refer to the Consolidated MBD Documents in Section 4(d) for the definition of "in service of the State"

* **Signature :** _____

* **Name (capitals):** _____

Date: _____

Capacity: _____

*** Name of Business:** _____

Tel: _____

Address: _____

Fax: _____

* Denotes Mandatory Information

Failure to complete the Mandatory Information and sign this Tender Form will invalidate the tender

Part B: ACCEPTANCE BY PURCHASER - The Purchaser, as represented by the following Official, hereby accepts the Tenderer's offer in terms of the Conditions of Tender, Specifications, and Conditions of Contract.

Signature:

Name (capitals):

Date:

Capacity:

SECTION 10: ANNEXURES (if applicable)