



PART: A: INVITATION TO BID:

MBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (POLOKWANE MUNICIPALITY)					
BID NUMBER:	PM130/2020	CLOSING DATE	10 SEPTEMBER 2021	CLOSING TIME:	10:00
BID DESCRIPTION	SUPPLY, DELIVERY AND MAINTENANCE OF AN AIRPORT RESCUE FIRE FIGHTING VEHICLE (AIRCRAFT VEHICLE)				
TOTAL BID PRICE					
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7) or SERVICE LEVEL AGREEMENT OF POLOKWANE MUNICIPALITY.					
BID RESPONSE DOCUMENTS SHALL BE DEPOSITED IN THE BID BOX SITUATED AT (Polokwane Municipality, Civic Centre, corner, Bodenstein and Landdros Mare Street) not later than 10:00 on 10 SEPTEMBER 2021					
An official and compulsory briefing session will not be applicable for this project.					
The Bid box is generally open 24 hours, 7 days a week.					
Completed Bid document, fully priced and signed must be sealed in an envelope marked “ Bid number and Bid description”					
Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.					
Bids documents containing the Conditions of Bid and other requirements in terms of the Supply Chain Management Policy will be downloaded from e-tender Publication Portal at www.etenders.gov.za at no fee.					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL NUMBER	-----				
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED			
SIGNATURE OF BIDDER	DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
MUNICIPALITY	POLOKWANE	MUNICIPALITY	Mr. Malinga Mack
CONTACT PERSON	Mr. K. Mashiane	SBU	015 023 5403
TELEPHONE NUMBER	015 023 5148	CONTACT PERSON	N/A
FACSIMILE NUMBER	N/A	TELEPHONE NUMBER	Mackm1@polokwane.gov.za
E-MAIL ADDRESS	kwenaMa@polokwane.gov.za	Email:	

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

SCHEDULE OF CONTENTS

BID NOTICE

RESPONSIVENESS AND EVALUATION CRITERIA

FORM "A"	BID FORM
FORM "B"	GENERAL UNDERTAKING BY THE BIDDER
FORM "C"	GENERAL CONDITIONS OF CONTRACT
FORM "D"	GENERAL PROCEDURES
FORM "E"	SPECIAL CONDITIONS OF CONTRACT
FORM "F"	BID SPECIFICATIONS
MBD 3.1	SCHEDULE OF PRICES
MBD 6.1	PREFERENTIAL PROCUREMENT FORM
ANNEXURE "A"	EVALUATION PROCESS AND CRITERIA
MBD 4	DECLARATION OF INTEREST
MBD 5	DECLARATION FOR PROCUREMENT ABOVE R10 MILLION
MBD 6.2	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT
MBD 8	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
MBD 9	CERTIFICATE OF INDEPENDENT DIB DETERMINATION
SBD 5	NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME
ANNEXURE "B"	CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS
ANNEXURE "C"	AUTHORISATION FOR DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL



BID: PM130/2020

DIRECTORATE: COMMUNITY SERVICES

BUSINESS UNIT: DISASTER MANAGEMENT AND FIRE SERVICES

Bids are hereby invited for the Supply, Delivery and Maintenance of an Airport Rescue Fire Fighting Vehicle (Aircraft vehicle)

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

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

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

**Mr. DH MAKUBE
MUNICIPAL MANAGER
CIVIC CENTRE
LANDDROS MARE STREET
POLOKWANE**

RESPONSIVENESS AND EVALUATION CRITERIA

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

- The bid must be properly received in a sealed envelope clearly indicating the description of the service and the bid number for which the bid is submitted.
- The bid must be deposited in the relevant bid box as indicated on the notice of the bid on or before the closing date and time of the bid.
- Bid forms must be completed in full and each page of the bid initialed.
- Submission of a Joint Venture Agreement, where applicable, which has been properly signed by all parties **(In case of JV all parties must submit CSD numbers)**
- Proof of payment of municipal rates and taxes.
- Complies with the requirements of the bid and technical specifications.
- Registered in the relevant professional body in the specific field
- Adheres to Pricing Instructions.
 - a) Policy, the Preferential Procurement Policy Framework Act, and other applicable legislations.
 - b) The Council reserves the right to accept all, some, or none of the bids submitted – either wholly or in part – and it is not obliged to accept the lowest bid.

By submitting this bid, bidder authorises the Council or its delegate(s) to carry out any investigation deemed necessary to verify the correctness of the statements and documents submitted and that such documents reasonably reflect the ability of the Bidder to provide the goods and services required by the Council.

PLEASE NOTE

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

- a) The person committed a corrupt or fraudulent act during the procurement process or in the execution of the contract, or
- b) An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited that person.
- c) Failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- d) Failed, during the last five years, to perform satisfactorily on a previous contract with the Polokwane Municipality or any other organ of State after written notice was given to that bidder that performance was unsatisfactory;
- e) Abused the supply chain management system of the Municipality or have committed any improper conduct in relation to this system;
- f) Been convicted of fraud or corruption during the past five years;
- g) Willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- h) Been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004) or has been listed on National Treasury's database as a person prohibited from doing business with public sector.

BID NO: PM130/2020

I/We, the undersigned:

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

Signed atthis Day of (Year)

Signature of the Bidder: _____

Name of Bidder: _____

Professional Registration No, if any, attach proof)

Address: _____

Date: _____

As Witness: 1. _____

2. _____

Particular of Sole Proprietors and partners in partnerships

Name	Identity Number	Personal Income Tax Number

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

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

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

by virtue of _____

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

Signature of authorized person: _____

Name of Firm: _____

Postal Address: _____

Date: _____

As witness: 1. _____
2. _____

Please Note:

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

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

Bank account details of bidder:

Bank: _____

Branch: _____

Branch Code: _____

Accounting Number: _____

Type of Account: _____

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

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

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

BIDDING INFORMATION

Details of person responsible for bidding process

Name _____

Contact number _____

Address of office submitting bid _____

Telephone _____

Fax no _____

E-mail address _____

VAT Registration Number _____

Has a B-BBEE status level verification certificate been submitted?

Yes/No

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

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

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

A REGISTERED:

(Tick applicable box)

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

ARE YOU THE ACCREDITED REPRESENTATIVE:

Yes/No

IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED? (IF YES ENCLOSE PROOF)

AUTHORITY FOR SIGNATORY

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

An example for a company is shown below:

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

Mr/Ms. _____

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

Contract _____ No _____

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

Signed on behalf of the company:

In his/her capacity as:

Date: _____

Signature of signatory

As witness: 1. _____

2. _____

GENERAL UNDERTAKINGS BY THE BIDDER

DEFINITION

1. **"Acceptable bid"** means any bid, which in all respects, complies with conditions of bid and specifications as set out in the bid document, including conditions as specified in the Preferential Procurement Regulation (of 2011).
2. **"Chairperson"** means the chairperson of the Polokwane Municipality Bid Adjudication Committee.
3. **"Municipal Manager"** means the Municipal Manager of the Municipality.
4. **Committee"** refers to the Bid Adjudication Committee.

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

INTERPRETATION:

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

I/we hereby tender:

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

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

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

I/we agree further that:

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

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

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

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

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

The Municipality shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfillment of this or any other bid or contract;

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

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

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

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

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

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

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

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

General Conditions of Contract

1 DEFINITION

The following terms shall be interpreted as indicated:

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

component parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

1.17 **“Local content”** means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.

1.18 **“Manufacture”** means the production of products in a factory using labour, materials, component and machinery and includes other related value-adding activities.

1.19 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 **“Project site,”** where applicable, means the place indicated in bidding documents.

1.21 **“Purchaser”** means the organization purchasing the goods.

1.22 **“Republic”** means the Republic of South Africa.

1.23 **“SCC”** means the Special Conditions of Contract.

1.24 **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 **“Supplier”** means the successful bidder who is awarded the contract to maintain and Administer the required and specified service(s) to the State.

1.26 **“Tort”** means in breach of contract.

1.27 **“Turnkey”** means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

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

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a nonrefundable fee for documents may be charged.

3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

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

5. Use of contract documents and information inspection

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GC Clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

6. Patent Rights

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

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage

be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

8.3 If there are no inspections requirements indicated in the bidding documents and no mention is

Made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly

With such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

delivery in the manner specified.

12. Transportation

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

13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

(a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier: (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;

(b) in the event of termination of production of the spare parts:

(i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

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

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof

as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the Delivery note and upon fulfillment of other obligations stipulated in the contract. 16.3

Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.3 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the performance

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

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

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available. 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 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, sum calculated on the delivered price of the delayed goods or unperformed interest rate calculated for each day of the delay until actual delivery or performance.

The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) If the supplier fails to perform any other obligation(s) under the contract; or

(c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years. 23.4 If a purchaser intends imposing a restriction on a supplier or any person associate time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed.

Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party. 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) The parties shall continue to perform their respective obligations under the contract Unless they otherwise agree; and

(b) The purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort Or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

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

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and Other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the Purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

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

GENERAL PROCEDURES

1 General Directives

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

2 Issuing of bid documents

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

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

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

Only the Supply Chain Management Unit will have direct communication between the potential bidders and will facilitate all communication between potential bidders and the

Municipality with regard to any advertised bid. No line function staff should be allowed to communicate with potential bidders without the approval by the Manager: Supply Chain Management Unit.

The Supply Chain Management Unit will only consider request for the extension of the closing dates of advertised bid if the postponed date can be advertised in the media used to advertise before the original closing date. The closing time may be postponed only if all potential bidders can be advised of the postponed time, in writing, before the original closing time.

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

3 Payment of bid documents

Bids documents containing the Conditions of Bid and other requirements in terms of the Supply Chain Management Policy will be downloaded from e-tender Publication Portal at www.etenders.gov.za at no fee.

4 Public Invitation for competitive bids

The following are procedures for the invitation of competitive bids:

4.1 Invitation to prospective providers to submit bids must be by means of a public advertisement in national treasury e-tenders publication portal www.etenders.gov.za, the website of the municipality or any other appropriate ways (which may include an advertisement in the Government Tender Bulletin or newspapers) and

5 Public advertisement must contain the following:

The closure date for the submission of bids, which may not be less than 30 days in the case of transactions over R10 million (Vat included), or which are of a long term nature, or 14 days in any other case, from the date on which the advertisement is placed in a newspaper; subject to (iii) below; and

6 Accounting officer may determine a closure date for the submission of bids which is less than the 30 or 14 days requirement, but only if such shorter period can be justified on the grounds of urgency or emergency or any exceptional case where it is impractical or impossible to follow the official procurement process.

7 Bids submitted must be sealed.

8 The following information must appear in any advertisement:

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

9 Site meetings of briefing sessions

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

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

10 Handling of bids submitted in response to public invitation

10.1 Closing of bids

All bids will close at **10H00** on a date as stipulated on the advertisement, which must be reflected in the bid document.

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

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

10.2 Opening of bids

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

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

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

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

10.3 Validity Period of the bids

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

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

10.4 Consideration of bids

- The Council takes all bids duly admitted into consideration.
- The Council reserves the right to accept the lowest or any bid received.
- The decision by the Municipality regarding the awarding of a contract must be final and binding

10.5 Evaluation of bids

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

11 Compliance with bid conditions;

- Bid submitted on time,
- Bid forms signed and each page initialled
- All essential information provided
- Submission of a Joint Venture Agreement, which has been properly signed by all parties
- Payment of Municipal fees

12 Meeting technical specifications and comply with bid conditions;

13 Financial ability to execute the contract; and

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

14 Evaluation of bids on functionality and price

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

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

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

16 Acceptance of bids

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

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

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

A register or records should be kept of all bids accepted

17 Publication of bids results

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

18 Cancellation and re-invitation of bids

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

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

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

Due to changed circumstances, there is no longer a need for the services, works or goods requested.

Municipal Manager must ensure that only goods, services or works that are required to fulfil the needs of the institution are procured. Or

Funds are no longer available to cover the total envisaged expenditure.

Municipal Manager must ensure that the budgetary provisions exist prior to inviting bids: or

No acceptable bids are received (If all bids received are rejected, the institution must review the reasons justifying the rejection and consider making revisions to the specific conditions of contract, design and specifications, scope of the contract, or a combination of these, before inviting new bids)

19 Sale and Letting of Asset

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

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

BID NUMBER: PM130/2020

SPECIAL CONDITIONS OF CONTRACT

- The successful service provider will be required to deliver the vehicle in accordance with the specifications as referred to in the tender.
- Training on the operation of the vehicle as well as driving the vehicle need to be provided and agreed on the expenses of the Service Provider. The Service Provider shall be required to provide training to ten (10) employees at own cost
- The Service Provider appointed cannot sub contract another contractor without necessary arrangement and permission from Polokwane Municipality.
- The Service Provider shall comply with all conditions.
- The vehicle shall be delivered within six months of appointment, failure which a penalty will be paid according to Service Level Agreement (SLA)
- The vehicle shall be supplied with Maintenance and Warranty plans
- Fire Fighting Vehicles to be supplied shall meet a stipulated minimum threshold for local production content.

- The Service Provider shall be responsible to register the vehicles in the name of Polokwane Municipality with Traffic Department.

FORM "F"

BID NUMBER: APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY ONE AIRCRAFT CRASH TENDER

BID SPECIFICATIONS:

1. BACKGROUND.

Polokwane Municipality do have a Civil Airfield within its area of jurisdiction and serve as a back-up service to the now temporarily grounded GAAL International Airport. The need to upgrade the Civil Airfield to a more prepared service arose due to requests from the Private Sector including Anglo.

2. OBJECTIVE.

To ensure the Municipal Fire Services are equipped and prepared for any crash incident of light to medium aircraft in accordance with ICAO Standards for the specific category of airport

TECHNICAL SPECIFICATION: SPECIALIZED 6X6 AIRPORT RESCUE FIRE FIGHTING VEHICLE

SCOPE OF SUPPLY

This document describes the minimum requirements of a high standard and performance Airport Rescue Fire Fighting Vehicle The vehicle on offer must comply in all respects with ICAO standards for Airport Rescue Fire Fighting Vehicles. **DUE TO THE URGENT NATURE OF THIS ACQUISITION THE COMPLETED VEHICLE MUST BE DELIVERED WITHIN 6 MONTHS AFTER TENDER AWARD**

The following critical criteria are applicable - Tenderers who fail to submit and/or comply with the following will be automatically disqualified:

Criteria	Verification of Criteria
Tenderer must be an MIB registered entity	Attach MIB Certificates
The tenderer must have supplied at least custom ARFF units to users	A detailed reference must be attached. The list should contain the type of vehicle, quantity and name of the end user
The tenderer and the manufacturer must be ISO 9001-2015 registered	Attach valid ISO certificates

The tenderer shall assume complete responsibility for the supply of all items in the tender	Letter of declaration to be attached																			
Tenderer must demonstrate the company's capability to perform a satisfactory after sales service to the Municipality – Preference will be given to firms with mobile service vehicles and a service branch in Polokwane.	Tenderer must submit a detailed proposal on how they will affect after sales service. An organogram of the service personnel c/w qualifications must be submitted with the tender – No Exception																			
<p>In terms of National Treasury Designated Sectors Instruction Number 14 of 2016/2017 only tenders from tenderers offering locally produced or locally manufactured Fire Fighting Vehicles with a stipulated minimum threshold for local production and content will be considered</p> <p>The tenderer must demonstrate how they will affect this.</p>	<p>A detailed proposal on this must be attached.</p> <table border="1" data-bbox="778 685 1366 763"> <thead> <tr> <th>Product</th> <th>Local content thresholds</th> </tr> </thead> <tbody> <tr> <td>Fire Fighting Vehicle</td> <td>30%</td> </tr> </tbody> </table> <table border="1" data-bbox="767 792 1366 965"> <thead> <tr> <th>No</th> <th colspan="2">Components and manufacturing processes against which the overall local content must be discharged</th> </tr> <tr> <th></th> <th>Components and manufacturing processes</th> <th>% local content</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Crew Cabin</td> <td>100%</td> </tr> <tr> <td>2</td> <td>Super Structure</td> <td>100%</td> </tr> <tr> <td>3</td> <td>Assembly</td> <td>100%</td> </tr> </tbody> </table>	Product	Local content thresholds	Fire Fighting Vehicle	30%	No	Components and manufacturing processes against which the overall local content must be discharged			Components and manufacturing processes	% local content	1	Crew Cabin	100%	2	Super Structure	100%	3	Assembly	100%
Product	Local content thresholds																			
Fire Fighting Vehicle	30%																			
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2	Super Structure	100%																		
3	Assembly	100%																		

Detailed drawings must be submitted with the tender. The vehicle weight calculations must be clearly indicated as well as centre of gravity, wheelbase, under body clearance, approach and departure angle, length of vehicle, height of vehicle and width of vehicle as a minimum.

A detailed specification must be submitted with the tender. Numbering sequence of the specification must be the same as the tender's numbering sequence.

EQUIPMENT AND ACCESSORIES:

The successful tenderer(s) shall offer a complete vehicle including all the equipment and accessories where applicable and shall be responsible to have such items supplied and fitted.

STATUTORY REQUIREMENTS

The vehicle on offer will meet or conform to the following statutory requirements:

Occupational Health and Safety Act

ICAO Standards

MANUALS:

The successful tenderer shall supply with the vehicle manuals for the vehicle as well as the accompanying equipment. The following shall be applicable:

- The administrative and technical documents necessary for the registration of the unit
- Illustrated operating and maintenance manuals.
- Instructions for use of all equipment and accessories supplied with the vehicle,
- Leak test certificate of the tank.

WARRANTY:

Tenderers shall submit full details of their warranty commitments on the vehicles as well as all new equipment. Tenderers shall also undertake to ensure that satisfactory after sales service and maintenance support is provided.

The warranty period shall commence from the official date in service applicable to the vehicle and the minimum warrantee shall be as follows:

Chassis	Supplier OEM
Fire Body	3 Years
Paint	3 Years
Plumbing	3 Years
Pump	2 Years
Water and Foam Tanks	10 years

INSPECTION OF VEHICLES:

Provision shall be made for an inspection of the completed vehicle at the manufacturing plant of the successful tenderer(s).

If the successful tenderer requires any additional inspections, it must be clearly indicated in the tender documents. All of the above shall be for the account of the successful tenderer.

SPARES:

The successful tenderer shall maintain a local spares department to furnish replacement parts and service. Ample stock of individual components and unit replacements shall be carried for as long a period as demand warrants. Spares availability must be guaranteed for a minimum of ten (10) years.

TRAINING:

Comprehensive driver operator training is to be provided by the successful tenderer at the premises of the tenderer or a suitable venue. The cost of the training shall be included in the tender price. A minimum of 15 drivers should be catered for.

TESTING:

Tenderers must provide for the following tests on the model offered. Said testing must be witnessed by the end user:

Full operational testing:

MAJOR COMPONENT LIST

1.1 THE ARFF SHALL INCLUDE THE FOLLOWING COMPONENTS:

- a) Custom Chassis - Not commercial
- b) Engine, Transmission and Related Accessories
- c) Suspension
- d) Steering
- e) Wheels and Tyres
- f) Brakes
- g) Electrical System
- h) Cab
- i) Body
- J) Controls
- k) Tanks – storage
- l) Fire Pump
- m) Foam Tank Pump
- n) Pipes and Valves
- o) Foam system
- p) Indicators/Foam
- q) Monitor (Roof and Bumper)
- r) Side-lines
- s) Ground Sweep Nozzles
- t) Accessories and fittings

- u) Light mast
- v) 250kg DCP

CHARACTERISTICS

The vehicle on offer must meet the Performance Characteristics of an ARFF vehicle with a water tank capacity of above 4500 litres in terms of ICAO Table 5-1. Said characteristics must be obtained under full load.

With their offer, tenderers are to submit full technical information of the vehicle offered. This information shall include all the relevant details relating to the engine, transmission, gearbox, suspension, axles and road wheels, forming a standard part of the vehicle.

All performance diagrams and calculations shall be submitted with the tender.

PHYSICAL CHARACTERISTICS

MASS

- a) Tenderers are to indicate the estimated total mass of the completed vehicles, and the proposed load distribution of mass on the vehicle's axles.
- b) The axle load distribution shall comply with all specifications for Air Crash Tender use.

DIMENSIONS

Tenderers shall submit a general arrangement drawing of the complete vehicle indicating all relevant dimensions including wheelbase, overall length, height, width, approach and departure angles, etc.

Notwithstanding the maximum external dimensions of a vehicle of this nature, as outlined in the National Road Traffic Ordinance and Regulations, the vehicle shall not exceed the following:

Width:	2 500 mm (excl. mirrors)
Height:	Max 4 000 mm
Underbody Clearance:	Not less than 460 mm
Under Axle Clearance:	Not less than 330 mm
Angle of approach and departure:	Not less than 30°

TRANSPORT AND STORAGE

The design of the vehicle shall take into consideration the need to ensure that all equipment, whether loose or fixed, will remain in a secured position during travel over rough terrain.

RELIABILITY

The materials used in the construction of the vehicle, shall be selected for their proven reliability in service. This requirement shall include all equipment and ancillary equipment forming an integral part of the finished vehicle.

MAINTAINABILITY

The design of the vehicle and the selection of components, shall take into consideration the following requirements:

- a) Design characteristics shall include minimum practical preventative and in store maintenance.
- b) The design shall provide easy access for maintenance using a minimum of tools, equipment and supplies.
- c) Equipment and components shall incorporate self-adjusting mechanisms where practical.
- d) Permanent lubrication to the maximum practical extent.
- e) A minimum variety and quantity of replacement and repair parts.
- f) Readily accessible test points for automated checking of components where practical.
- g) Organizational schedule servicing shall be undertaken on an annual basis.

ENVIRONMENTAL CONDITIONS

The ARFF will be required to operate continuously in ambient temperatures that will range from -15°C to 40°C.

All components selected for the manufacture of the equipment shall be suitable for operation within the stated temperature range.

DESIGN AND CONSTRUCTION

The manufacture of the ARFF shall be generally in accordance with the requirements outlined in this document and shall comply with the following:

CHASSIS

Tenderers shall provide full technical details of the chassis, engine, gearbox, axles and road wheels, including any modifications that will apply to the basic chassis on which the vehicle shall be built. The following shall form the minimum requirements:

- a) The chassis shall be a purposely custom-built chassis for ARFF use. No modified commercial chassis shall be used.
- b) The chassis shall be corrosion resistant as far as possible. The cab, engine compartment and lockers shall be manufactured from a corrosion resistant material.
- c) The chassis frame shall be constructed from channel sections of adequate strength and dimensions to withstand heavy duty usage.
- d) Two horizontally mounted towing and lifting eyes, shall be mounted to the front of the chassis.
- e) The eyes shall be mounted in line with and shall be attached to the ends of the longitudinal chassis members.
- f) Each eye shall be capable of withstanding 25% of the gross vehicle mass, either under normal or suspended tow.
- g) Similar towing and lifting eyes shall be fitted to the rear of the chassis.

ENGINE, TRANSMISSION AND RELATED ACCESSORIES

The vehicle shall be powered by a rear mounted water-cooled four stroke diesel engine of the in-line "V" type configuration and the vehicle shall be capable to meet all performance characteristics at 1 800m above sea level. The engine shall be a low emission type engine. **Euro III is required. Minimum engine power required is 447 kW. (605Hp).** The peak torque of the engine must be at least **2500 Nm**

The engine must have an engine management system where data can be taken for record purposes.

ENGINE COOLING SYSTEM

Drain cocks shall be fitted at the lowest point of the vehicle's cooling system and at such points as may be necessary for the draining of the system.

A visual warning of low coolant level within the cooling system must be present in view of the driver.

The vehicle must be capable to travel over long distances without overheating occurring.

AIR INTAKE FILTER

The engine shall be fitted with a high efficiency, two stage, cyclonic dry element type air cleaner(s) provided with safety elements and restrictor indicators, fitted on the roof without interfering with the monitor.

Consideration shall be given to the excessive dust conditions found in Polokwane when selecting suitable filters.

FUEL FILTERS

Fuel filters, capable of removing water and sediment having particle sizes larger than four (4) microns, shall be fitted between the fuel tank and the injection pump. In addition, a detachable filter shall be inserted into the fuel filter neck.

FUEL TANK

A fuel tank, having a minimum capacity of 300 litres, shall be fitted and mounted in a position that protects it from damage caused by the flexing of the chassis, and from heat produced by the engine.

The tank shall be provided with an easily accessible drain plug.

The filler opening shall be easily accessible and shall not be higher than 1,5m from the ground and provided with a lockable cap. The fuel tank shall be protected against corrosion.

The engine must be capable of using sulphur content of 50ppm and 500ppm types of diesel

EXHAUST SYSTEM

The vehicle shall be provided with an efficient exhaust and silencer system. The tail pipes shall be sized to avoid undue increases in backpressure and shall be positioned to ensure that the entrance of exhaust fumes into the cab is avoided under all conditions.

The positioning of the exhaust shall not disrupt the foam blanket, or the pump operators. The exhaust shall be fitted with a flame arrestor.

An engine brake shall be fitted.

MAIN TRANSMISSION

A fully automatic transmission must be provided. The transmission shall be fitted with a high-capacity PTO system to drive the fire pump. A hydraulic automatic transmission retarder must be fitted.

TRANSFER CASE

The transfer case shall be equipped with a lockable differential between the front and rear axles. Provision shall be made for the disengagement of the front axle drive when required.

The transfer group shall be custom designed and manufactured specifically and exclusively for Aircraft Rescue and Fire Fighting (ARFF) applications. The power supplied by engine and transmission must be distributed 30% into front axle and 70% into the rear axles.

An emergency steering pump must be supplied and fitted to the transfer case.

POWER TAKE OFF

A transmission mounted power take off, required for the driving of the fire pump, shall be fitted with the correct torque and ration to drive the fire pump required.

Vehicle must be able to pump and roll at speeds above 16.1km/h whilst discharging extinguishing agents from the discharges.

The PTO engagement control shall be provided in the cab and within easy reach of the driver.

DIFFERENTIAL LOCKS

The minimum requirement relating to differential locks are as follows:

Differentials inter axle lock in transfer case.

Differentials inter wheel locks on rear axles.

AXLES

Heavy duty axles are required.

SUSPENSION

The suspension shall be capable of handling all types of terrain at high speeds and transition from smooth surfaces to rough terrain. Double wishbone, independent suspension with coil springs and secondary rubber springs are required.

STEERING

The steering system shall be power assisted and shall be self-correcting. An auxiliary steering system shall be provided.

The vehicle shall be right of centre steer with consideration of the side of the road normally driven by the end user.

WHEELS AND TYRES

All wheels and tyres shall be interchangeable between front and rear. Wheels shall be of the disc type fitted with dual purpose tread pattern radial tyres.

A spare wheel complete with tyre and tube, interchangeable between the front and rear wheels shall be provided. The tyres shall be able to accommodate the vehicles performance parameters.

It should be noted that the spare wheel need not be fitted to the vehicle but may be supplied as a loose item.

Tyres must be readily available in South Africa.

The wheels and tyres must be the following size: 14.00R20

BRAKES

The service brakes shall be a dual circuit pneumatic brake system on all wheel with ABS and EBS. An emergency brake must be fitted.

Ventilated disc brakes must be fitted on all wheels.

An independent hand operated parking brake, capable of holding the vehicle stationary on a gradient of 1 in 3 (18°) when fully laden, shall be provided.

If a spring actuated emergency brake is adequate, and fulfils the requirements of the parking brake, a device, which controls the operation of the spring actuated brake, shall be mounted in the driver's cab, within easy reach of the driver.

Visible and audible warning devices shall be fitted in the driver's cab. The devices shall warn the driver that the air pressure has fallen to a low level.

The warning shall be designed to self-actuate before the pressure falls to a level that makes it impossible to operate the brakes.

Provision must be made to be able to tow the unit with a towing vehicle should the Fire Tender become a casualty.

The compressor supplying air to the brakes shall be a capable of building up to working pressure in a minimum of time from a cold start.

Water drain valves shall be fitted on each air reservoir.

The braking system shall be designed to be free of all environment effects.

ELECTRICAL SYSTEM

The total electrical system shall be 24V. The batteries shall not be stored in the driver's cab.

The batteries shall be stowed in a readily accessible position to facilitate servicing and on a pull-out tray configuration if necessary.

Batteries shall be of standard heavy-duty type and be available in Mauritius.

An alternator capable of charging the batteries sufficiently shall be provided.

Tenderers shall submit full technical details of the alternator offered; details shall include output particulars.

A red warning light shall be fitted into the instrument panel within the cab.

ELECTRICAL CIRCUITS

All the important electrical circuits shall have separate circuit breakers which shall be identified and mounted within a box.

MARKINGS OR SWITCHES

All switches shall be clearly marked on plates, in the English language, to indicate their "On/Off" positions and function of the switch, or by internationally approved symbols. Only one switch for both on and off functions shall be used.

Markings or symbols shall be engraved on a durable material which shall be of adequate thickness and shall be attached by means of screws, rivets or spring fasteners.

All switches shall be positioned within easy, and convenient reach of the driver.

ELECTRICAL FITTINGS

A battery charging unit for the recharging of the vehicle's batteries, shall be provided and installed. The battery charger shall be suitable for connection to an external supply of 220/250 V.

An "on charge" warning light shall be installed into the instrument panel; the warning light shall indicate when the charge is in operation.

The supply sockets for the slave start and the battery charger shall be positioned at the rear of the vehicle. The socket shall be clearly identified.

The connection for the battery charger shall be of the self-ejecting plug type, designed to enable the driver to pull away in an emergency without having to manually disconnect the plug.

One (1) loose 10m cable, complete with plugs compatible with the self-ejecting sockets mentioned shall be supplied with the vehicle.

Two (2) reverse lights shall be provided and shall be operated by the selection of the reverse gear.

A warning device, emitting the acceptable Whelp type and three tone horn sounds, incorporation a Public Address System having an output of not less than 100w, shall be fitted. The control Unit and microphone shall be easily accessible to the driver/operator.

An inspection lamp socket, of an approved type, shall be mounted to the rear bulkhead of the cab. The socket shall be clearly identified in the English language. An inspection lamp fitted with a lead of at least 1, 5 times the length of the vehicle, shall be provided.

Two or more lights shall be provided within the engine compartment. The lights shall be fitted to either side of the engine and shall be controlled by a switch positioned in the engine compartment and identified in the English language.

A light, positioned to illuminate controls, gauges, etc., fitted into the firefighting control panel shall be provided and installed.

The lighting shall be controlled by a switch mounted into the panel.

An air band radio transmitter/receiver shall be provided and fitted complete with headphones. Type and frequencies will be communicated with the successful tenderer.

A speaker shall be provided within the cab to enable the crew to monitor radio traffic.

Two (2) removable spotlights, having a minimum capacity of 75W and a diameter of 150mm, shall be provided and mounted to the front of the cab.

A pneumatic light mast c/w 3x40WLED lights powered from the vehicle shall be fitted. The mast shall be operated via the onboard vehicle and pump control system. The mast shall automatically be lowered when a gear engaged.

A master switch, capable of controlling the complete electrical system and equipment, including the vehicles engine, shall be provided and installed within the cab in easy reach of the driver. The master switch shall bypass the radio, to ensure that the radio is capable of being operated when the master switch is in the "OFF position.

RAPID START SYSTEM

A rapid start system must be fitted on the vehicle allowing for the following:

220v power in cab when plugged in from shoreline.

Compressor to keep air at a pre-set constant.

Battery charger to ensure batteries are at a constant voltage.

This system must be connected via the auto eject shoreline plug

EMERGENCY, GROUND AND SCENE LIGHTING

The following must be fitted:

1 x 100w siren system c/w speakers and PA

2 x mini-LED light bars on the roof of the vehicle

8 x LED flashing lights as follows, 2 at the front, two each side and two at the rear of the vehicle.

4 x runway flashers each side of the vehicle 8 in total on top of the body for visibility from the air

2 x LED scene lights at the rear of the vehicle recessed in the body and 3 x LED scene lights each side of the vehicle angled downwards and recessed in the body.

Ground lights underneath the vehicle

There must be LED lights fitted to the side of the vehicle indicating the water and foam tank levels.

CAB

CAB CONSTRUCTION

The cab shall be of the enclosed type and shall be manufactured from aluminium. The cab shall be corrosion resistant. An ECE-R29 3 crash test report must be furnished with the tender. The cab must have two wide opening doors secured by means to allow it to remain open in strong winds.

The cab doors must be lockable from the inside and outside.

The cab shall be secured to the chassis by means of flexible rubber mountings.

Provision shall be made for the prevention of electrolytic action between the cab panels and the framework.

The cab shall be water and dustproof.

Wood, mild steel or corrosive materials shall not be used in the cab construction.

Insulation shall be provided against all weather conditions. The cab top insulation shall be secured to prevent sagging. Noise insulation shall be sufficient to keep noise down up to 85dB.

Air ventilators shall be provided and positioned to ensure adequate ventilation around the legs and head level of the occupants.

All working areas and steps shall be of non-slip treaded material.

Provision shall be made for access to the top of the cab, to the Monitor Control Platform, from the inside and the outside of the cab. Access from the inside of the cab shall be made in such a manner that accidental damage to the vehicle or equipment is avoided. Access from the outside must be via an access ladder on the body of the vehicle.

The following must be installed in the cab.

- Grab handles to ensure 3-point access to the cabin.
- Internal illumination on top and side by ceiling lamps, individual lighting for driver and crew member.
- Sun visors, at least 3.
- Three (3) external rear view mirrors on each side electronically controlled.
- Three (3) large automatic windshield wipers with 3 different position controls and washing system.
- Storage facilities for loose equipment in the cabin.
- Air Conditioning system c/w multi-speeds fan.
- Air ventilators
- Clear instrument cluster with controls for chassis and firefighting equipment.
- Switches for different functions must be grouped together and clearly marked.
- Roof hatch for access to the roof for emergency operations.

The entire floor area of the cab shall be covered by non-slip floor surfacing having a suitable

The driver must have a wide angle of visibility.

A roof turret visual position indicator must be fitted.

The instrument cluster must be located directly behind the steering wheel on the dashboard. A digital display must display all driving information's and indicators for the chassis and must be clearly seen by the driver.

The switches must be illuminated and a complete warning system with indicator symbols/lights and audible alarms must be provided.

The following must be the minimum pertaining to instrumentation:

GAUGES:

- Speedometer, electronic with trip odometer
- Tachometer, electronic with engine hour meter
- Pump hour meter
- Engine oil pressure gauge in Bar
- Transmission oil temperature
- Air pressure gauges in Bar
- Coolant temperature
- Fuel level / Ad Blue Level
- Voltmeter
- 24hr clock
- High coolant temperature, warning light and alarm
- Low pressure brake-air-supply, warning light and alarm
- Low engine oil pressure, warning light and alarm
- Low coolant level, warning light and alarm
- Alternator not charging light.
- Low fuel level
- Stop engine and check engine.
- Differential locks (front locked, rear locked, inter axle locked)
- Turn signals, left/right.
- Hazard, 4-way flasher
- Headlight on & main beam light
- Parking brake engaged.

- Battery Master Switch on
- Fault diagnostic to enable optimum engine & transmission performance via electronic display in the cab.

An on-board vehicle management system must be installed to allow for downloadable diagnostic data pertaining to the vehicle's mechanical drivetrain.

WINDSCREEN AND GLASS

All vertical glass must be bonded to the external panels. Upward vision from the driver seat must be +20° above the horizontal with the actual horizontal vision being more than 221°, the maximum obstruction must not be greater than 3°. The driver when seated must be able to see within 6 meters in front of the vehicle.

The vehicle shall be provided with a windscreen frame which shall be braced to the body work of the vehicle.

The glass shall be of laminated safety glass which shall be of the ultraviolet ray resistant tinted type, giving the maximum possible view.

All glass used in the construction of the cab shall comply with the above and shall be tinted.

DOORS

Easy access to the cab and crew compartment, shall be given by means of two (2) doors, one fitted to each side of the cab or crew compartment.

Doors shall be fitted with SABS approved windows. **No exception.**

SEATS

Seating must be as follows:

- 1 x Driver seat fully adjustable
- 1 x officer seat with SCBA backrest
- x Crew seats with SCBA backrests

All seats and backrests shall be manufactured from foam rubber and shall be covered with a hard-wearing material of first grade quality.

FITTINGS

The cab shall be provided with the following:

A suitable windscreen wiper washer, having a capacity of not less than 10 litres shall be provided.

In addition, a cab deluge system shall be fitted.

Suitable quick release brackets shall be mounted within the cab to suit the following equipment which shall also be supplied as integral part of the vehicle:

- One (1) Croppers bolt.
- One (1) one handed center cut wire cutter.
- Two (2) harness cutting knives.
- Two (2) rechargeable hand lamps complete with batteries. The batteries shall be charged from the vehicle.

BODY

CONSTRUCTION

The body shall be rectangular in shape and shall be constructed from aluminium and GRP and shall be suitably stiffened and formed to give adequate strength. The design shall be suitable for use in all kinds of terrain.

No timber or mild steel shall be used in the construction of the body.

The top of the body, which shall serve as a walkway, including all upper surfaces and steps, shall be suitably reinforced and covered with a non-slip surface.

The body work shall be designed to ensure lightness and stability, and shall be constructed to prevent parts working loose under operating conditions

LOCKERS

All lockers shall be constructed from aluminium and from GRP where applicable.

Aluminium roller shutters, opening upwards and having smooth inner and outer surfaces, shall be fitted to the lockers.

Lockers shall be both water and dustproof when closed.

All lockers shall be provided with the necessary brackets, or straps to secure equipment when the vehicle is in motion. The lockers shall also be illuminated internally with LED strip illumination. Should be of sufficient capacity to accommodate all the specified equipment.

Three storage lockers each side of the vehicle is required, the front locker being used for pump controls and DCP controls.

Two smaller locker must be fitted underneath the rear locker, one on each side with a fold down step to ensure easy access to the top compartment

GENERAL

The bodywork shall be provided with removable panes where access is required for the servicing of equipment and the chassis.

CONTROLS – VEHICLE AND PUMP

GENERAL

The vehicle must be fitted with two electronic pump and vehicle control devices, one in the cabin and one in the pump locker. Said controls must operate the following features:

CAB CONTROL SCREEN:

Pump Controls

- Tank to pump valve activation
- Pump to tank Return valve activation
- Ground sprays valve activation
- Foam Flush valve activation
- Foam Supply valve activation
- Foam Selection & Indicator
- Left & Right Hose Reels valve activation
- Cab Sprays valve activation
- Engine RPM Control

Lights

- Locker Lights
- Ground Lights
- Scene Lights
- Rotators

Indication

- Roof turret position indication
- Pump Low Pressure Indicator
- Engine RPM Indication
- Engine Temperature Indication
- PTO Indicator

- Low Battery Warning Indicator
- Foam Percentage Indicator
- Pump Service Indicator
- Water Tank Level Indicator
- Foam Tank Level Indicator
- Battery Voltage Indicator

Vehicle HUMS: Must be able to be downloaded on a USB

Max speed since last service

Pump Hours

Transmission Hours

Vehicle hours

Distance since last service

Must be able to have added functions as per client requirements.

Maintain pump servicing.

Pump service pre-warning service

Pump service overdue warning service

PUMP CONTROL IN LOCKER:

- Ground lights activation
- Locker lights activation
- Scene lights activation
- Light mast operation and activation (RIGHT SIDE)
- Tank to Pump open/close
- Pump to tank open close
- Foam % selection & Indication
- Foam tank open/close
- Foam flush
- Low battery voltage warning
- PTO indication
- Park Brake Indication

- Foam Pump Fill activation
- Foam Flush
- Pump Drain
- Water and Foam tank level indicators
- Revolution Controls
- Hose reel open/close including High Pressure
- DCP Control System

All controls must be illuminated and be easily serviceable.

In addition to the screens the pump bay panel must also have the following:

- Compound Gauge
- Normal pressure Gauge
- High pressure Gauge

All valves that are pneumatically operated must have manual backup.

All controls shall be constructed and designed to prevent opening and closing due to the vibration of the body.

All controls shall be positioned to prevent the possibility of accidental operation of the control by personnel moving within or leaving the vehicle.

TURRET CONTROL SCREEN:

The roof turret indication is displayed on the Cab Control Screen within reach of the driver and officer and have the following functions:

- Monitor position indication – digital
- Monitor position calibration

TURRET CONTROLS:

Both the roof and bumper turret must be controlled from a joystick mounted within easy reach of driver and officer.

The joystick must have the following functions:

- Monitor movement.

- Attack and park function (Root Turret)
- Monitor valve open/close
- Roof turret spray and jet controls
- Bumper turret spray and jet controls

TANKS – WATER AND FOAM

CONSTRUCTION

The tanks shall be constructed from high grade Glass Reinforced Plastic and shall be provided with stiffeners and baffles to prevent undue surge when the vehicle is accelerating, cornering, or braking.

Easily accessible rubber mountings, designed to ensure flexible mounting of the tanks to the chassis, shall be installed.

Each tank shall be fitted with a removable manhole cover. The manhole shall be 450mm in diameter. The tank opening to which the manhole shall be fitted, shall be of sufficient internal diameter to allow access of personnel. The manhole covers shall be equipped with vents for all filling and firefighting conditions. No liquid shall be spilled while cornering.

All nuts, bolts and washers, shall be of stainless steel where in contact with the extinguishing medium.

WATER TANK

The water tank shall have a capacity of not less than 10 000 litres.

The tank shall be provided with a top filling opening incorporated within the manhole cover. The cover shall be clearly marked "WATER" and shall be waterproof when in the closed position. A removable stainless-steel strainer of 10 mesh/cm shall be fitted into the filler opening.

A removable sump, provided with a drain valve, shall be fitted into the lowest part of the tank for cleaning purposes.

An overflow shall be provided in the top of the tank and shall be led down, clear of all body components, chassis, and equipment. The overflow shall be positioned to the rear of the rear wheels.

The tank outlet and fire pump connection shall be sized to ensure that the flow specified can be achieved. A stainless-steel strainer, 10mesh/cm shall be fitted to the outlet from the tank

Two (2) 64mm male instantaneous couplings, each provided with a blanking off cap, strainer and a non-return valve shall be fitted for the filling of the tank. The blanking off caps shall be secured by means of chains to prevent loss.

FOAM TANK

The foam tank shall have a capacity of 12% of the water tank size.

The tank shall be fitted with a top filling point and strainer as specified under 28.2 but shall be marked "FOAM.

An overflow shall be provided, the overflow shall extend downwards, clear of the body, chassis and equipment to the rear of the rear axle.

An overflow shall be provided, the overflow shall extend down clear of the body, chassis and equipment to the rear of the rear axle.

A removable sump, provided with a drain valve, shall be fitted for cleaning purposes.

The foam liquid draw off tube shall be fitted with a stainless steel cone type strainer, 10mesh/cm to prevent foreign matter from passing into the liquid line. The draw off shall be placed in the centre of the sump in a position that ensures that the top of the strainer is above the level of the bottom of tank.

Provision shall be made for the complete drainage of the tank under operating conditions and for cleaning purposes.

FIRE PUMP

The pump shall be driven by a PTO and shall be designed to ensure operation of the pump at maximum output. The vehicle shall be capable to pump and roll at a speed of up to 20km/h

CAPACITY

The pump shall be rated output 6 500 l/min @ 10 bar normal pressure and at least 250 l/min @ 40 bar high pressure.

CONSTRUCTION

The fire pump shall be constructed from corrosion resistant material and shall be provided with a stainless-steel shaft and impeller.

PRIMER

A suitable priming device shall be installed and be capable of priming the pump at a 3m suction lift, within 20 seconds, shall be provided and installed. The priming performance shall be attained at an altitude of 1 800m.

FOAM TANK FILLING PUMP

A reliable self-priming, power driven pump, suitable for operation on 24V, shall be provided for the filling of the foam liquid tank from an external source.

The pump shall be capable of delivering a minimum of 22 l/min. The pump shall be manufactured from corrosion resistant material.

The pump shall be mounted at a suitable height for operation from the ground. A rubber hose shall be provided and fitter to the suction side of the pump.

The foam pump must be able to be flushed after operation.

PIPES AND VALVES

The following shall apply:

- A shut-off valve shall be fitted into the foam liquid supply line, between the foam tank and the inductor(s) foam liquid proportioning system,
- The foam tank shall be vented to atmosphere.
- Where “unified” threads are used, they shall be in accordance with, or SABS 544-1956.
- All pipework shall be of high-grade stainless steel having a wall thickness to suit the application.
- All valves on the vehicle shall be of high grade stainless steel.
- All the valves shall be of the ball or flap type, having only open and closed positions. The design of the valves shall prevent opening and closing due to vibration. Valves shall be hydraulically/pneumatically/electrically and manually operated as specified.

FOAM SYSTEM

The foam induction rate shall be variable between 3% and 6%. To maintain this rate, an adjustable inductor(s) foam liquid proportioning system suitably marked, shall be fitted.

Foam liquid shall be automatically induced into the inductor(s) foam liquid proportioning system of the fire pump, or the positive induction system and shall be automatically adjusted according to the desired rates at the discharges.

INDUCTOR(S)/FOAM LIQUID PROPORTIONING SYSTEM

A proportional around-the-pump proportioning system for Class B foam must be fitted. Induction rates must be selectable on the pump control screen.

MONITORS

ROOF MONITOR

A monitor shall be mounted to the roof of the crew compartment. The monitor shall be a non-aspirated type and shall be capable of producing a variable water and foam pattern from jet to flat fan spray.

The monitor shall be controlled with a joystick control from inside the cab. Manual control must be possible at the monitor.

The length of the jet (throw range) shall measure a minimum of 70m from the monitor with no crosswind.

The minimum output shall be at least 3 000 litres/min at 10 bar. The monitor must be electronically adjustable between jet and fog patterns.

The monitor shall be capable of rotating through a minimum of 260° with an elevation of 45° and a depression of -5°.

The monitor shall be manufactured from non-corrosive material.

The design of the monitor shall ensure that the unit can be operated with the vehicle in motion, at pump and roll speed.

The monitor must be wholly manufactured by the ARFF manufacturer to ensure compatibility. The electronics of the monitor must be hard coded to allow the unit to not lose its internal memory when taken off the vehicle and re fitted.

BUMPER MONITOR

A front mounted bumper monitor shall be fitted. The monitor shall be non-aspirating, but with controllable oscillating by a joystick control from inside the cab, within easy reach of the driver.

The monitor shall be capable to produce water as well as water and foam solutions.

The monitor shall have a minimum output of at least 1500 litre/min at 10 bar, with a throw range of 50 meters.

The monitor must be manufactured by the ARFF manufacturer to ensure compatibility.

SIDE-LINES

The following shall be provided:

Four (4) female instantaneous delivery couplings, 65mm diameter with valves, shall be provided two on each side of the vehicle. The couplings shall be fitted into lockers.

A manually operated control for each side-line shall be fitted to the valves within the lockers.

25MM HOSE REELS

Two (2) motorized hose reels shall be provided, one (1) to each side of the vehicle. Each reel shall be fitted with 30m of 25mm i/d rubber hose complete with an approved adjustable jet/spray/foam branch. The hose reels shall be capable to deliver water or water and foam.

Roller type hose guides shall be provided at the locker to protect the bodywork from damage with the hoses.

GROUND SWEEP NOZZLES

Horizontal ground sweep nozzles shall be fitted to the front of the vehicle at chassis height, in addition, vertical nozzles shall be mounted beneath the chassis. The nozzles shall be manufactured from light alloy. The number of nozzles shall be adequate to protect the vehicle. The nozzles shall be positioned in a manner that protects them when the vehicle is travelling over rough terrain.

All nozzles shall be capable of a minimum solution throughput of 50 litre/min.

The horizontal ground sweep nozzles, fitted to the front of the vehicle, shall be capable of delivering expanded foam to the front of the vehicle.

The controls for the ground sweep nozzles shall be fitted in the cab.

Drain valves shall be fitted into the foam system to enable the system to be drained when required.

DRY CHEMICAL POWDER SYSTEM

One (1) bulk type 250kg dry chemical extinguisher system complete with Nitrogen cylinders and 30m extending non-collapsing hose and hand control nozzle with a discharge rate of 2.5kg/second, at 8m throw range.

ACCESSORIES AND FITTINGS

The following accessories and fittings shall be supplied:

VEHICLE

One (1) complete set of vehicle tools including:	
Type	Qty
Wheel spanner	1
Hydraulic jack, capable of raising the fully laden vehicle for the changing of wheels.	1
Mud flaps. The mud flaps shall be SABS Approved. The mud flaps shall extend down to a position 350mm above the ground level when the vehicle is laden to full load conditions	4
Wheel chocks.	2

PUMPING EQUIPMENT

One (1) set of pump and equipment tools stowed on the vehicle comprising the following:	
Type	Qty
5m x 65mm hose for tank filling.	1
30m x 65mm rubber hoses complete with BIC couplings.	6
30m x 45mm rubber hoses complete with BIC couplings.	4
Pistol Grip discharge nozzles with complete foaming attachment. (Nozzle capable of projecting a solid jet of water which shall be adjustable to a wide-angle fog discharge)	4

FIRE FIGHTING EQUIPMENT

One (1) set of firefighting equipment comprising of the following:	
Type	Qty
Hose Reel Nozzles: Each hose shall be equipped with a trigger operated nozzle capable of projecting a solid jet of water which shall be adjustable to a wide-angle fog discharge. The nozzle shall be mounted to the hose reels by means of swivel couplings.	2
4,7m two section aluminum extension ladder mounted to the top of the vehicle by means of quick release brackets	1
Multi-purpose hydrant spanner for several sizes. (Cross Type)	2

FIRE EXTINGUISHERS

The following extinguishers shall be provided and stored within a suitable compartment; as complementary agents:	
Type	Qty
5,8kg, CO2 extinguishers.	1
9kg, dry chemical extinguishers of the stored pressure type	1

RESCUE AND MISCELLANEOUS EQUIPMENT

The following rescue and miscellaneous equipment shall be provided and secured in suitable lockers:	
Type	Qty
A rescue roll complete, consisting of:	
Plastic wrapping heavy duty PVC (Roll contacting the tools)	1
Felling axe.	1
Rip saw	1
900mm crow bar	1
200mm shifting spanner	1
450mm shifting spanner	1
Aircraft axe, non-wedge	2
Rescue knives (Stebco) (2 fitted in cab, 1 in tool rol)	3
Side cutter	1
Wire cutter	1
Plier	1
Chisel	1
Screw driver flat 100mm	1
Screw driver flat 150mm	1
Screw driver flat 300mm	1
Phillips Screw driver size 1	1
Phillips screw driver size 2	1
Phillips screw driver size 3	1
Square faced hammer – 2kg	1
Ball hammer	1
Croppers bolt	1
Pry axe	1
Felling Axe	1
Hooligan Tool	1
Chocks 100mm high	2
Chocks 150mm high	2

<p>Complete Breathing Apparatus sets with composite cylinder. The SCBA set must have the following characteristics: Complete SCBA (Self Contained Breathing Apparatus) sets consisting of 6.8L 300Bar carbon fibre cylinder, cylinder valve, pressure reducer, medium-pressure tube, quick connector, demand valve, full face mask, high-pressure tube, alarming device, pressure gauge and back pack/plate. The set shall incorporate the following:</p> <p>Heads Up Display indicating orientation, time, low-voltage, SOS instructions, remaining use-time of cylinder, cylinder pressure, ambient temperature, barometric pressure indication.</p> <p>Replaceable lithium battery pack</p> <p>Auto-helping alarm. If the user falls in distress, over 30 sec an alarm must be activated gaining in loudness after 15 second more</p> <p>Five-strap flame-retardant Kevlar head net, comfortable and easy to wear, avoiding clipping hair.</p> <p>Back plate must be flame proof ergonomic design, portable and comfortable</p> <p>A buddy breathing second connection must be available on the set.</p>	3
Spare Composite SCBA cylinders	3
BLS fully equipped medical jump bag	1
Fire blanket	1
Reciprocating Saws 300mm long blades for cutting aluminum and steel (Battery Operated)	1
Battery Operated Hydraulic Rescue Tool as follows: Tool shall be NFPA 1936 - 2020 ED certified. The toll shall come complete with 2 batteries and two spare batteries and a charger	
<p>Heavy Duty combination Cutter and Spreader</p> <p>LENGTH 907.7 MM</p> <p>HEIGHT 241.3 MM</p> <p>WIDTH 266.7 MM</p> <p>WEIGHT</p> <p>NO BATTERIES 21.7 KG</p> <p>ONE BATTERY 22.7 KG</p> <p>TWO BATTERIES 23.7 KG</p> <p>MAXIMUM BLADE OPENING 272.9 MM</p> <p>MAXIMUM CUT REACH 115.73 MM</p> <p>MAXIMUM SPREAD DISTANCE 355.6 MM</p> <p>MAXIMUM SPREAD FORCE 93.3 KN</p> <p>MAXIMUM PULL DISTANCE 265.26 MM</p> <p>MAXIMUM PULL FORCE 70.4 KN</p> <p>POWER SOURCE 28 VOLT 5AH MILWAUKEE BATTERY</p> <p>NFPA 1936-2020 ED CERTIFIED YES</p> <p>NFPA CUT TEST A6, B5, C7, D7, E7</p>	1
Chain Saw	1
Carborundum cutter with Fire and Rescue circular blade	1
Stokes basket with harnesses	1
Ceiling hook	1
Spark resistant shovels	2
White cotton ropes 18mm diameter x 30m long stored in canvas bag	2

Salvage Sheets	2
PPV Fan	1
Nato Type folding stretcher	4
Complete portable O ² set in carry bag	1
Complete AED in safety case	1
Pneumatic tool with assorted chisels	1
Pelican 2450 LED rechargeable torches with vehicle mounted chargers	4
Infrared Heat Seeking Camera	1

FINISH

The following shall apply:

The cab and body exterior shall be painted with epoxy primer.

Finish to be two (2) coats high gloss polyurethane acrylic coating, a minimum coat thickness of 0.089 to 0,1mm is required, colour to be confirmed by bidder and end user

Provision must be made for sign writing on the sides of the body as indicated by end user.

NAMEPLATES

The following shall apply:

A major equipment identification and sub equipment identification plate shall be fitted inside the driver's cab or front locker. Information, to be supplied by the client, shall be included on the plate by the Contractor.

The wording shall be in the English language only and shall be etched or engraved onto the plate.

A tyre pressure plate shall be fitted inside the driver's cab. Information shall consist of all tyre pressures for all types of terrain.

WORKMANSHIP

The workmanship used in the manufacture and construction of the equipment and the system covered by this specification, shall be of a consistently high standard and shall comply with ISO 9001:2015. Tenderers must submit their valid ISO certificate with the tender

The manufacturer shall ensure that the high standard is maintained throughout the period of manufacture.

SAFETY

The design of the firefighting tender and the equipment contained thereon, shall take into consideration the need to ensure the safety of all personnel involved in the handling of firefighting and rescue equipment.

During the design and manufacture of the vehicle, all aspects of safety including access, equipment operation and service requirements, shall be considered.

GENERAL

All equipment shall be designed to permit easy access, to reduce wear, and to facilitate ease of maintenance to all items or functions, which are, or must be manipulated for operation, servicing or maintenance in compliance with the Human Engineering Standards.

LOGISTICS – MAINTENANCE PLAN

A five (5) year maintenance plan with escalated costs for five (5) years shall be indicated separately on the tender documents. Tenderers must give a detailed breakdown of the maintenance plan proposal.

The plan must at least cover the following:

- To regularly service the chassis in accordance with the manufacturers service schedule supplied with the vehicle
- To supply any materials such as engine oils, transmission fluids and other lubricants, brake and clutch fluids and service products such as filters required when executing scheduled routine maintenance.
- To arrange for and execute other maintenance work whenever required to the contracted workshop or service department i.e. outwork.
- To replace all mechanical components that require replacement or repair due to normal wear and tear, e.g. brake linings, exhausts etc.
- To service the pump, DCP and foam systems in accordance with the manufacturers service schedule supplied with the vehicle
- To service all motorized equipment fitted on the vehicle
- Monthly inspection of the vehicles to ascertain the state of the vehicles.

PRICING SCHEDULE

Name of Bidder.....	Bid Number: PM130/2020
Closing Time: 10H00	Closing Date: 10 SEPTEMBER 2021

OFFER TO BE VALID FOR SIXTY (90) DAYS FROM THE CLOSING DATE OF BID

NO.	QUANTITY	DESCRIPTION OF ITEM	TOTAL PRICE
1	1	AIRPORT VEHICLE	
TOTAL			
Sub Total			
VAT			
Total			

PRICE SHALL INCLUDE ALL COST.

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) the 80/20 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

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

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;

- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audialterampartem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p>

ANNEXURE A

EVALUATION PROCESS AND CRITERIA

BID NO.PM130//2020

The following evaluation process and criteria will be used to evaluate this bid:

1. Administrative Compliance – Phase One

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

1.2 **Critical Criteria:**

The following critical criteria have been identified for this bid and any non compliance thereto will lead to the bid being regarded as non-responsive and disqualified from further evaluation on functionality. Bidders will be required to submit the following documents and other administrative compliance requirements as follows:

- Provide Central Supplier Database (CSD) number
- All pages of the bid document initialled and signed where required
- Completed and signed declaration on past SCM practices form **(MBD8)**
- Signed J/V agreement submitted (Where applicable)
- Signing of the declaration of interest form **(MBD4)**
- Submission of municipal rates and taxes statement of account of the company and all directors which are not older than three (3) months or Signed Valid lease agreement for service providers who are renting or leasing offices or Letter from tribal authority not older than 3 Months.

NB: THE BIDDERS THAT MEET THE ABOVE ADMINISTRATIVE COMPLIANCE WILL FUTHER BE EVALUATED ON FUNCTIONALITY

PHASE 2: EVALUATION ON QUALITY/FUNCTIONALITY = 100

DISCRIPTION

Bidder evaluation criteria for functionality	Weight	Criteria	Points allocations
Previous experience in Supplying Airport Rescue Fire fighting Vehicle (Attach signed rereference letters on the letterhead of the clients)	40	<ul style="list-style-type: none"> The bidder has the necessary experience to successfully execute the project 6+ projects The bidder has the necessary experience to successfully execute the project 4 - 5 projects The bidder has the necessary experience to successfully execute the project 2 - 3 projects The bidder has the necessary experience to successfully execute the project 1 project 	<p>40</p> <p>30</p> <p>20</p> <p>10</p>
Project Implementation Plan (attach plan) should cover the following <ul style="list-style-type: none"> ISO After sales Maintenance Maintenance and plans Etc. 	20	<p>Detailed Project Implementation Plan to be used in the project</p> <ul style="list-style-type: none"> Bidder provides a very good and technically sound project management plan. Bidder provides a good and technically sound project management plan. Bidder provides a satisfactory and technically sound project management plan. Bidder provides a Poor and technically sound project management plan 	<p>20</p> <p>15</p> <p>10</p> <p>05</p>
<p>Financial standing / Ability to execute the project</p> <ul style="list-style-type: none"> Bidder's stamped bank(financial) rating 	40	<p>Rating</p> <ul style="list-style-type: none"> A -B C D E F 	<p>40</p> <p>30</p> <p>20</p> <p>10</p> <p>0</p>
	100		

The bidder must obtain a minimum score of 60% of points allocated for quality (functionality) to qualify for further evaluation on Price and B-BBEE Level Contribution.

	Project Implementation plan and Methodology
Poor (score 05)	The project implementation and Methodology approach is poor and is unlikely to satisfy project objectives or requirements. The bidder has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.
Satisfactory (score 10)	The project implementation and Methodology approach is generic and not tailored to address the specific project objectives and requirements. The approach does not adequately deal with the critical characteristics of the project. The quality plan is too generic.
Good (score 15)	The implementation plan is specifically tailored to address the specific project objectives and requirements and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan is specifically tailored to the critical characteristics of the project
Very good (score 20)	Besides meeting the “good” rating, the important issues are approached in an innovative and efficient way, indicating that the bidder has outstanding knowledge of state-of-the- art approaches. The project implementation and Methodology approach details ways to improve the project outcomes and the quality of the outputs

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars.

.....

¹MSCM Regulations: "in the service of the state" means to be –

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

² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

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

3.13.1 If yes, furnish particulars.

.....
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.**YES / NO**

3.14.1 If yes, furnish particulars:

.....
.....

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

Full Name	Identity Number	State Employee Number

.....

Signature

.....

Date

.....

Capacity

.....

Name of Bidder

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

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

1 Are you by law required to prepare annual financial statements for auditing?

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

.....

.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

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.

.....

.....

.....

.....

* Delete if not applicable

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

YES / NO

3.1 If yes, furnish particulars

.....
.....

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

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

1.1. Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.

1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.

1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left(\frac{X}{Y} \right) \times 100$$

Where

- x imported content
- y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

- 2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals;
 - 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
 - 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
 - 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
 - 2.5. **“Duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
 - 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
 - 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
 - 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
 - 2.9. **“Sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. **The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:**

Description of services, works or goods

Stipulated minimum threshold

FIRE FIGHTING VEHICLE

30 %

_____ %

_____ %

4. Does any portion of the services, works or goods offered have any imported content?

YES / NO

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID No.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):
.....

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

Bid price, excluding VAT (y)	R
Imported content (x)	R
Stipulated minimum threshold for Local content (paragraph 3 above)	
Local content % as calculated in terms of SATS 1286	

If the bid is for more than one product, a schedule of the local content by product shall be attached.

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE:

DATE: _____

WITNESS No. 1

DATE: _____

WITNESS No. 2

DATE: _____

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>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.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>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.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>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?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	<p>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?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	<p>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?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD
- 6 must be completed and submitted with the bid:

¹ **Includes price quotations, advertised competitive bids, limited bids and proposals.**

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) Has been requested to submit a bid in response to this bid invitation;
 - (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or 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; or
 - (f) Bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and

conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

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

1 PILLARS OF THE PROGRAMME

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

A period of seven years has been identified as the time frame within which to discharge the obligation

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

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

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

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish
the **DTI with the following information:**

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESSES TO SATISFY THE NIP OBLIGATION

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

f. the contractor will submit bi-annual progress reports on approved plans to the DTI.

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

Bid number	Closing date:
Name of bidder	
Postal address	
.....	
Signature	Name (in print)
Date	

ANNEXURE “C”

CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS

TO: MUNICIPAL MANAGER, POLOKWANE MUNICIPALITY

FROM: _____(Name of Bidder)

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

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

NB: Please attach certified copy (ies) of ID document(s)

_____	_____	_____
Signatory		Date
Witnesses		
1. _____	_____	_____
Full Names	Signature	Date
2. _____	_____	_____
Full Names	Signature	Date

AUTHORISATION FOR DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL

TO: MUNICIPAL MANAGER, POLOKWANE MUNICIPALITY

FROM: _____ (Name of the Bidder or Consortium)

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

Signed at _____ **Date** _____ **Month** _____ **20** _____

Print Name: _____

Signature: _____

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

Signatory

Date

Witnesses

1. _____

Full Names

Signature

Date

2. _____

Full Names

Signature

Date