



CLUSTER

TREASURY

UNIT

CITYFLEET

DEPARTMENT

SUPPORT SERVICES

PROCUREMENT DOCUMENT: GOODS / SERVICES

Documents can be obtained in electronic format, issued by the eThekweni Municipality:

- a) Electronically downloaded documentation is obtainable from the National Treasury's eTenders website or the eThekweni Municipality's Website. The entire document should be printed and suitably bound by the tenderer.

Tender No: 1J - 21721

Title: Manufacture, Supply and Delivery of Fire Fighting Vehicle(s) for a period of thirty-six (36) months

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: Bidders are required to submit email queries related to the bid. All email queries are to be submitted no later than the 16th of January 2023. Email Questions and Answers will be consolidated and posted on eBids / Municipal Website on 26th of January 2023 for the benefit of all bidders.

Non-compulsory briefing session will be held virtually using Ms Teams platform on the 14th of December 2022 from 10:00am to 11:00am. All potential bidders seeking to participate must send their contact details (email addresses) to Nondumiso Khumalo no later than 13th of December 2022.

General / Contractual: Nondumiso Khumalo; Tel: 031 – 322 5093; eMail: Nondumiso.Khumalo@durban.gov.za

Technical: Nondumiso Khumalo; Tel: 031 – 322 5093; eMail: Nondumiso.Khumalo@durban.gov.za

DELIVERY OF TENDERS

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

Closing Date: Friday, 03 February 2023

Time: 11:00am

FACSIMILE, eMAIL or POSTED TENDERS WILL NOT BE ACCEPTED

Issued by:

ETHEKWINI MUNICIPALITY

Deputy Head: SUPPORT SERVICES

Issued: November 2022

Document Version: 02/03/2022

NAME OF TENDERER:

Tender Price: R

VAT Registered: YES / NO
(circle applicable)

PROCUREMENT DOCUMENT (Goods / Services)

INDEX

Section	Page
1) General Information.....	2
2) Conditions of Tender (Goods / Services: July 2016).....	4
3) Special / Additional Conditions of Tender	10
4) Returnable Tender Documents	12
5) General Conditions of Contract (NT Circular 52: July 2010)	25
6) Special / Additional Conditions of Contract	32
7) Scope and Specification of Required Supply / Services	36
a) Scope of Supply / Services	
b) Specifications	
c) Drawings (if applicable)	
8) Bill of Quantities / Schedule of Rates/Activities.....	73
9) Official Tender Form.....	77
10) Annexures (if applicable)	

SECTION 1: GENERAL INFORMATION

YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF THE ETHEKWINI MUNICIPALITY
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TENDER No.: 1J - 21721

DESCRIPTION: **Manufacture, Supply and Delivery of Fire Fighting Vehicle(s) for a period of thirty-six (36) months**CLOSING DATE / TIME: **Friday, 03 February 2023 at 11:00am**

All tenders must be submitted on official tender documentation issued (either in hard copy or in electronic format) by the eThekweni Municipality. Electronically downloaded documentation should be printed by tenderer.

Tenderers are required to be registered on the National Treasury Central Supplier Database (CSD) as a service provider. Tenderers must register as such upon being requested in writing to do so by the Employer, within the period contained in such a request. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture.

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

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

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

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

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

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

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

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

Name of Tenderer:

Postal Address:

Street Address:

E-Mail Address:

Telephone Number:

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Cell phone Number:

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Facsimile Number:

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**Circle / Tick
Applicable**

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

If YES insert your PR Number: PR

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

If YES insert your MAAA Number: MAAA

Is your entity VAT registered? YES / NO

• If YES insert Vat Registration Number:

Has an original and valid **Tax Clearance Certificate** (MBD 2) been attached? YES / NOHas a **Declaration of Interest** (MBD 4) been submitted? YES / NOHas a **Declaration for Procurement Above R10 Million** (MBD 5) been submitted? YES / NOHas a **B-BBEE Status Level Verification Certificate** (MBD 6.1) been submitted? YES / NO

If YES, who was the certificate issued by?

- An accounting officer as contemplated in the Close Corporation Act.
- A verification agency accredited by the South African National Accreditation System (SANAS).
- A registered auditor.
- Sworn Affidavit.

Has a **Declaration Certificate for Local Production and Content for Designated Sectors** (MBD 6.2) been submitted? YES / NOHas a **Declaration of Bidder's Past SCM Practices** (MBD 8) been submitted? YES / NOHas a **Certificate of Independent Bid Determination** (MBD 9) been submitted? YES / NO**Are you the accredited representative** in South Africa for the goods / services / works offered? If YES, enclose proof. YES / NO

Signature of Tenderer: Date:

Name / Surname: (in block capitals)

Capacity under which this tender is signed:

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

INDEX

1. **DEFINITIONS**
2. **CONDITIONS OF TENDER & CONTRACT**
3. **TENDER INFORMATION**
 - (1) General
 - (2) Obtaining Tender Documents
 - (3) Queries Relating to this Tender
 - (4) Briefing Session (Clarification Meeting)
 - (5) Closing Date and Delivery of Tender Submissions
 - (6) Tender Validity and Withdrawal of Tenders
4. **RETURNABLE SCHEDULES, FORMS, CERTIFICATES**
 - (1) Authority of Signatory
 - (2) Declaration of Municipal Fees
 - (3) Health and Safety
 - (4) Consolidated Municipal Bidding Documents
 - (a) MBD 2 : Tax Clearance Certificate
 - (b) MBD 4 : Declaration of Interest
 - (c) MBD 5 : Declaration For Procurement Above R10 Million
 - (d) MDB 6.1 : Preference Points Claim
 - (e) MBD 6.2 : Declaration Certificate for Local Production and Content for Designated Sectors
 - (f) MBD 8 : Declaration of Bidder's Past Supply Chain Management Practices
 - (g) MBD 9 : Certificate of Independent Bid Determination
 - (5) Official Tender Form
 - (6) Additional Schedules, Forms, or Certificates
5. **INFORMATION TO BE SUPPLIED RE SUB-CONTRACTORS**
6. **SAMPLES**
7. **MANUFACTURERS**
8. **CLARIFICATION**
9. **PRICING**
10. **ESTIMATED QUANTITIES**
11. **DELIVERY, RISK, PACKAGES, ETC**
12. **RATES OF EXCHANGE**
13. **IMPORT PERMITS**
14. **EVALUATION PROCESS**
15. **BRIBERY AND COMMUNICATION WITH COUNCILLORS / OFFICIALS**
16. **NEGOTIATIONS WITH PREFERRED TENDERERS**
17. **CANCELLATION OF TENDER PROCESS**
18. **ACCEPTANCE OF TENDER**
19. **PAYMENT and FACTORING**
20. **APPEAL PROCESS**

SPECIAL / ADDITIONAL CONDITIONS OF TENDER

STANDARD CONDITIONS OF TENDER (Goods / Services)

1. DEFINITIONS

General:

- (1) Defined words / phrases are printed in *Italic font*.
- (2) Definitions apply to the singular as well as the plural.
- (3) Any reference to the masculine gender shall be taken to include the feminine and any reference to the feminine gender shall be taken to include the masculine.
- (4) The words "bid" and "tender", and "bidder" and "tenderer" can be used interchangeably.
- (5) All definitions as defined in the *General Conditions of Contract* are applicable to these *Standard Conditions of Tender*. These definitions include:
 - "Closing time"
 - "Contract"
 - "Contract Price"
 - "Corrupt practice"
 - "Countervailing duties"
 - "Country of origin"
 - "Day"
 - "Delivery"
 - "Delivery ex stock"
 - "Delivery into consignees store or to his site"
 - "Dumping"
 - "Force majeure"
 - "Fraudulent practice"
 - "GCC"
 - "Goods"
 - "Imported content"
 - "Local content"
 - "Manufacture"
 - "Order"
 - "Project site"
 - "Purchaser"
 - "Republic"
 - "SCC"
 - "Services"
 - "Supplier"
 - "Tort"
 - "Turnkey"
 - "Written" or "in writing"
- (6) **Bid or Tender:** The offer submitted in respect of an invitation to submit such an offer.
- (7) **Bidder or Tenderer:** An entity (company, close corporation, partnership, joint venture, sole proprietor) which submits a *bid/tender*.
- (8) **Municipality:** The eThekweni Municipality, as represented by the duly authorised delegate, official or committee.
- (9) **SCT:** Special Conditions of Tender (found in Section 3).
- (10) **Week:** A period of seven (7) consecutive *days*.
- (11) **Material Deviation:** A material deviation or qualification is one which, in the *Municipality's* opinion, would:
 - (a) Detrimentally affect the scope, quality, or performance of the services or supply identified in the Scope;
 - (b) Significantly change the *Municipality's* or the *Tenderer's* risks and responsibilities under the contract; or
 - (c) Affect the competitive position of other *Tenderers* presenting responsive *tenders*, if it were to be rectified.

2. CONDITIONS OF TENDER & CONTRACT

The specification will be governed by the *Standard Conditions of Tender* (Goods and Services), *Special Conditions of Tender (SCT)*, *General Conditions of Contract (GCC)* (Government Procurement General Conditions (July 2010), as amended by National Treasury Circular 52 dated 30 July 2010), the *Special Conditions of Contract (SCC)*, the *Occupational Health and Safety Act* (Act No. 85 of 1993), and the *eThekweni Code of Conduct*.

Complete Acceptance of Conditions

Unless otherwise expressly stipulated in a letter covering the *tender*, every *Tenderer* shall be deemed to have waived, renounced, and abandoned any conditions printed or written upon any stationery used for the purpose of, or in connection with, the submission of their *tender*, which are in conflict with the *General Conditions of Contract* and *Special Conditions of Contract*. *Tenderers* are advised that any *material divergences / qualifications* from the official Conditions or Specification will render their *tenders* liable to disqualification.

3. TENDER INFORMATION

(1) General

- (a) *Tenders* will be liable for rejection unless made out on the official tendering documentation.
- (b) Any alterations effected upon any of the tendering documents must be clearly shown by means of a hand written (black, non-erasable ink), or typed, entry and must be signed in full by the *Tenderer*. **The use of correction fluid is not permitted.**
- (c) *Tenderers* may submit alternative solutions that, in the *Tenderer's* opinion, are to the *Municipality's* advantage economically and technically. Full technical details of the alternative *tender(s)* shall be submitted with the tender documents. Alternative *tender(s)* shall be submitted separately.

(2) Obtaining Tender Documentation

All tenders must be submitted on official tender documentation issued (either in hard copy or in electronic format) by the eThekweni Municipality. Electronically downloaded documentation (obtainable free of charge) should be printed and bound by tenderer. Hard copy versions are available as indicated on the tender notice, for the non-refundable tender charge as indicated in the *SCT* (payment by Bank Cheques (where the Drawer of the Cheque is the Bank) OR cash). Tender documents must be collected no later than 3 days prior to close of tender.

(3) Queries Relating to this Tender

Queries can be directed to the person / Department as stated in the *SCT*.

(4) Briefing Session (Clarification Meeting)

Details of the briefing session are stated in the *SCT*.

Failure to attend a compulsory briefing session will invalidate the *tender*. *Tenderers* must sign the attendance list in the name of the tendering entity. *Tenders* will only be evaluated from those tendering entities appearing on the attendance list.

(5) Closing Date and Delivery of Tender Submissions

Sealed *tenders* made out on the enclosed Official Tender Form, which shall be signed by or on behalf of the *Tenderer*, and addressed to the Head: Supply Chain Management Unit, marked with the appropriate Tender number, must be placed in the **Tender Box** as stated in the *SCT* not later than the **date and time** as stated in the *SCT*, where after they will be opened publicly.

All tender documents **must** be placed directly into the Tender Box and should not be delivered to any other Municipal Department. *Bidders* are advised that *tenders* submitted by post, fax or email **will not** be considered. All couriered documents must be placed directly into the Tender Box and should not be delivered to any other Municipal Department.

Any *tender* received after the closing date and time stated for the receipt thereof **shall not** be accepted for consideration and shall be returned to the *Tenderer*.

(6) Tender Validity and Withdrawal of Tenders

Tenders must hold good until 16:00 on the 5th week following the date on which *tenders* are opened, or during such other period as may be specified in the *SCT*. The *Municipality* may, during the period for which *tenders* are to remain open for acceptance, authorize a *Tenderer* to withdraw their *tender* in whole or in part on condition that the *Tenderer* pays to the *Municipality* on demand, a sum of one thousand Rand (R1,000.00). The *Municipality* may, if it thinks fit, waive payment of such sum in whole or in part.

4. RETURNABLE SCHEDULES, FORMS, CERTIFICATES

Each *Tenderer* shall complete fully and accurately the following documents and submit these documents with the *tender*:

(1) **Authority of Signatory:** In terms of Clause 4(10)(c) of the Conditions of Tender.

(2) **Declaration of Municipal Fees:** Only those *Bidders* whose municipal fees are fully paid, or those that have concluded acknowledgement of debt agreements with the *Municipality*, are eligible to *tender*.

All *Bidders* must sign the Declaration of Municipal Fees returnable form, declaring that their municipal fees are in order or that acknowledgement of debt agreements have been concluded, and include the relevant account numbers in the declaration. Failure to include account numbers or sign will invalidate the *tender*. The completion of the declaration is also applicable to *Bidders* outside of the eThekweni Municipal Area.

(3) **Declaration with respect to the Occupational Health and Safety Act:** Acceptance of undertaking in terms of the Occupational Health and Safety Act (Act 85 of 1993) and the relevant Regulations.

(4) **Consolidated Municipal Bidding Documents** (which includes):

(a) **MBD 2: Tax Clearance Certificate Requirements:** *Bidders* are to include with their tender submission a valid (at time of tender closing), tax clearance certificate OR Tax Clearance Status PIN, which has sufficient validity to ensure that the tender process is adequately covered. Non-submission, or submission of an expired certificate/ TCS PIN, will preclude *Bidders* from the tender process.

(b) **MBD 4: Declaration of Interest:** All *Bidders* are to sign the Declaration of Interest wherein they declare any relationship that may exist with an official of the *Municipality* involved in the evaluation process.

Regulation 44 of the Supply Chain Management Regulations states that a Municipality or Municipal Entity may not make any award to a person:

- (i) Who is in the service of the state;
- (ii) If that person is not a natural person, of which any Director, Manager, Principal, Shareholder or Stakeholder is a person in the service of the state; or
- (iii) Who is an advisor or consultant contracted with the Municipality or municipal entity.

Should a contract be awarded and it is subsequently established that Regulation 44 has been breached, the Municipality shall have the right to terminate the contract with immediate effect.

(c) **MBD 5: Declaration for Procurement Above R10 Million** (if applicable): For all procurement expected to exceed R10 million (all applicable taxes included), tenderers must complete this questionnaire.

(d) **MBD 6.1: Preference Points Claim Form:** For the awarding of Preference Points, *Bidders* are required to complete the attached MBD 6.1 form and return it with their tender submission. Failure on the part of a tenderer to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Sworn Affidavit for an EME, or sworn affidavit for a QSE (in line with the revised BBBEE codes of Good Practice), together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

The Municipality reserves the right to require of a tenderer, 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 Municipality.

(e) **MBD 6.2: Declaration Certificate for Local Production and Content for Designated Sector:** If this tender is subject to "Local Content and Production", the tenderer must complete and sign MBD 6.2 and attach Annexure C (of SATS 1286:2011).

(f) **MBD 8: Declaration of Bidders Past Supply Chain Management Practices Form:** This form 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.

(g) **MBD 9: Certificate of Independent Bid Determination:** Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms if it involves collusive tendering or tender rigging. In order to give effect to this, the Certificate of Bid Determination must be completed and submitted with the tender.

(5) **Official Tender Form** (see Section 9)**(a) Legal Status of Tenderer**

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

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

(b) Signing of Official Tender Form

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

(c) Authority of Signatory

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

(d) Differences or Discrepancies

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

(6) **Any additional Schedules, Forms, or Certificates as stated in the SCT.**5. **INFORMATION TO BE SUPPLIED REGARDING SUB-CONTRACTORS**

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

6. **SAMPLES**

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

7. **MANUFACTURERS**

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

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

8. **CLARIFICATION**

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

9. **PRICING**

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

(1) **Nett Prices**

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

(2) **Unit Prices**

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

(3) **Firm Tenders**

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

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

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

10. **ESTIMATED QUANTITIES**

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

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

(1) Unless otherwise provided, all goods are to be supplied only against the form of order issued by the *Municipality*.

(2) *Bidders* shall quote a unit price which shall include delivery to the specified delivery point, as stated in the **SCT**.

(3) The risk in all goods purchased by the *Municipality* under the contract shall remain with the *Supplier* until such goods shall have been duly delivered.

(4) *Bidders* shall clearly state the period within which delivery will be made after receipt of the official order, as this may be material in the adjudication of the *tender*.

12. RATES OF EXCHANGE

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

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

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

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

13. IMPORT PERMITS

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

14. EVALUATION PROCESS

The procedure for evaluation of responsive Tender Offers will be in accordance with the eThekweni Municipality's current SCM Policy and the Preferential Procurement Policy Framework Act (5 of 2000), and the Preferential Procurement Policy Framework Act Regulations (January 2017).

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

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

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

- Score each *tender* in respect of the financial offer made and preferences claimed (if any);
- Calculate the total number of evaluation points (T_{EV}) in accordance with the following formula:
 $T_{EV} = N_{FO} + N_P$ where: N_{FO} : is the number of evaluation points awarded for the financial offer; and N_P : is the number of evaluation points awarded for preferences claimed.
- Rank *tenders* from the highest number of evaluation points to the lowest.
- Recommend the *Tenderer* with the highest number of evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- Rescore and re-rank all *Bidders* should there be compelling and justifiable reasons not to recommend the *Tenderer* with the highest number of evaluation points, and recommend the *Tenderer* with the highest number of evaluation points, unless there are compelling and justifiable reasons not to do so, and the process set out in this sub-clause is repeated.

(1) Evaluation points awarded for the financial offer:

The financial offer will be scored using the formula:

$$N_{FO} = W \left(1 - \frac{P - P_m}{P_m} \right)$$

Where the value of W is:

- 90** where the financial value inclusive of VAT of all responsive *tenders* received have a value in excess of R 50,000,000; OR
80 where the financial value inclusive of VAT of one or more responsive *tenders* offers have a value that equals or is less than R 50,000,000;
- P_m** is the comparative offer of the most favourable comparative offer; and
- P** is the comparative offer of the *tender* offer under consideration.

(2) Evaluation points awarded for preference:

Up to 100 minus W (see (1) above) tender evaluation points will be awarded for preference to *Bidders* who attain the BBEE status level of contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points where W = 90	Number of Points where W = 80
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

15. **BRIBERY AND COMMUNICATION WITH COUNCILLORS / OFFICIALS**

(1) **Bribery**

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

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

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

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

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

16. **NEGOTIATIONS WITH PREFERRED BIDDERS**

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

- (1) The Accounting Officer may negotiate the final terms of a contract with *Bidders* identified through a competitive tendering process as preferred *Bidders*, provided that such negotiation:

- Does not allow any preferred *Tenderer* a second or unfair opportunity;
- Is not to the detriment of any other *Tenderer*; and
- Does not lead to a higher price than the *tender* as submitted.

- (2) Minutes of such negotiations must be kept for record purposes.

- (3) Such negotiation may be delegated by the Accounting Officer.

17. **CANCELLATION OF TENDER PROCESS**

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

18. **ACCEPTANCE OF BID**

- (1) The *Municipality* does not bind itself to accept the lowest or any *tender*, and reserves the right to accept the whole or any part of a *tender* to place orders.

- (2) The *Municipality* reserves the right to accept more than one technically and contractually compliant *tender* for part or the whole of the contract and to place orders on the price and availability.

- (3) *Bidders* shall not bind the *Municipality* to any minimum quantity per order.

- (4) The successful *Tenderer* (s) shall be bound to provide any quantities stipulated in the specification.

- (5) Tenders will only be accepted on condition that:

- (a) The *tender* is signed by a person authorised to sign on behalf of the *Tenderer* .

- (b) A valid (at time of close of tenders), original, Tax Clearance Certificate is included with the *tender* submission, which has sufficient validity to ensure the process is adequately covered;

- (c) A *Tenderer* who submitted their *tender* as a Joint Venture has included an acceptable Joint Venture Agreement and a B-BBEE Certificate pertaining to the Joint Venture with their *tender*.

- (6) Financial Standing: The Head: Supply Chain Management reserves the right to require *Bidders* to submit evidence that their financial standing is adequate to meet their obligations under the contract should they be successful.

- (7) Change of Ownership or Major Policy: Where it is known to a *Tenderer* that a change in ownership or major policy (of the tendering entity) will occur, or is likely to occur, during a specified contract period, the scope and effect thereof must be fully defined in a covering letter to be submitted with the *tender*.

- (8) Purchase of Goods From Other Sources: Nothing contained in this contract shall be held to restrain the *Municipality* from purchasing from persons other than the *Supplier*, any of the goods described or referred to in this contract, if it shall in its discretion think fit to do so.

- (9) Capability and Breach of Contract: Tenderers that do not have the capability of undertaking this enquiry in terms of the requirements of the contract or have been in breach of contract previously will not be considered.

19. **PAYMENT and FACTORING**

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

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

20. **APPEALS**

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

Ms. S. Pillay, P.O. Box 1394, Durban, 4000;

eMail: Simone.Pillay@durban.gov.za.

SECTION 3: SPECIAL / ADDITIONAL CONDITIONS OF TENDER

3.1 SPECIAL CONDITIONS OF TENDER (SCT)

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

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

SCT 3(1) TENDER INFORMATION: General

The tender document comprises of a cover page and 79 pages. If an electronic version is downloaded from the internet the entire document is to be printed on A4 sized paper and appropriately bound. **Bidders are required to submit alongside their hard copy submission a SOFT COPY of their complete tender scanned and saved onto a memory stick. Memory stick must be clearly marked (contract number and bidder's name).**

SCT 3(2) TENDER INFORMATION: Obtaining Tender Documentation

Documents can be obtained in or electronic format, issued by the eThekweni Municipality:

- Electronically downloaded documentation is obtainable from the National Treasury's eTenders website or the eThekweni Municipality's Website. The entire document should be printed and suitably bound by the tenderer.

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

General and Contractual Queries are to be directed to:

Nondumiso Khumalo; Tel: 031 – 322 5093; eMail: Nondumiso.Khumalo@durban.gov.za

Technical Queries are to be directed to:

Nondumiso Khumalo; Tel: 031 – 322 5093; eMail: Nondumiso.Khumalo@durban.gov.za

SCT 3(4) TENDER INFORMATION: Briefing Session

Bidders are required to submit email queries related to the bid. All email queries are to be submitted no later than the 16th of January 2023. Email Questions and Answers will be consolidated and posted on eBids / Municipal Website on 26th of January 2023 for the benefit of all bidders.

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

Sealed Tenders, addressed to the City Manager and marked with the Tender Number, are to be placed in the Tender Box **located in the ground floor foyer of the Municipal Buildings, 166 KE Masinga Road (Old Fort Rd), Durban** (and not any other municipal department), no later than: **Friday, 03 February 2023 at 11:00am.**

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

Tenders must hold good until 16:00 of the **12th week** following the date on which tenders are opened.

SCT 4(6) RETURNABLE SCHEDULES, FORMS, CERTIFICATES

N/A

SCT 14 EVALUATION PROCESS**Offers will be accepted from bidder(s) who meet the following requirements.**

Original Equipment Manufacturer (OEM) or accredited agent. In a case of a bidder being an agent a letter from the manufacturer stating the accreditation is required.

Step Two

The 80/20 preference points system will be used where the financial value (incl. VAT) of one or more responsive tender offers have a value that equals or is less than R 50,000,000.

3.2 ADDITIONAL CONDITIONS OF TENDER (ACT)

ACT 1 ELIGIBILITY – CSD REGISTRATION

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

The Tenderer's CSD Supplier Number (starting with "MAAA") is to be provided in the relevant portions of the tender submission.

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

ACT2. CONTRACT PARTICIPATION GOALS (CPG)

It is not feasible to call for CPG since these are highly specialised equipment.

SECTION 4: RETURNABLE TENDER DOCUMENTS

The required returnable documents are as detailed in;

1. A vehicle/ chassis cabs and bodies customisation catalogue together with proof of similar work on vehicles used in industry and/or other municipalities with similar topography and conditions. Time periods, references, prices and quantities supplied shall be submitted. Preferably a minimum of three.
2. [Section 2 \(Clause 4\)](#) : “Returnable Schedules, Forms, Certificates” of the [Conditions of Tender / Special Conditions of Tender](#).
3. Section 6,7 and 8: functional and technical returnable documents, compulsory questionnaire and pricing schedule.
4. The Tender Form can be found in [Section 9](#) : “Official Tender Form”, and any additional schedules, forms, certificates can be found in [Section 10](#) : “Annexures”.

a) AUTHORITY OF SIGNATORY

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

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

COMPANY	CLOSE CORPORATION	PARTNERSHIP	JOINT VENTURE	SOLE PROPRIETOR
Refer to Notes at the bottom of the page				

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

.....

hereby authorise Mr/Mrs/Ms

acting in the capacity of

to sign all documents in connection with the tender for Contract No. **1J - 21721** and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Notes

The following documents must be attached to the back inside cover to this procurement document:

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

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

b) DECLARATION OF MUNICIPAL FEES

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

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

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

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

<u>Account</u>	<u>Account Number</u> : to be completed by tenderer.
Consolidated Account No.	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Electricity	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Water	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Rates	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Other	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Other	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Other	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

I acknowledge that should the aforesaid Municipal charges fall into arrears, the Municipality may take such remedial action as is required, including termination of any contract, and any payments due to the Contractor by the Municipality shall be first set off against such arrears. **ATTACHED, to the back inside cover of this document, please find copies of the above account's and or agreements signed with the Municipality.**

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

NAME : (Block Capitals)

SIGNATURE : DATE:

(of person authorised to sign on behalf of the Tenderer)

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

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

Declaration by Tenderer

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

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

d) CONSOLIDATED MUNICIPAL BIDDING DOCUMENTS

The following SECTIONS are required to be completed as part of this procurement document
--

<u>Section</u>	<u>Description</u>	<u>Required?</u>
A	General Enterprise Information	Yes
B	MBD2: Tax Clearance Certificate Requirements	Yes
C	MBD4: Declaration of Interest	Yes
D	MBD5: Declaration for Procurement Above R10 Million.....	Yes
E	MBD6.1: Preference Points Claim Form ITO the Preferential Regulations	Yes
F	MBD6.2: Declaration Certificate for Local Production and Content for Designated Sectors.....	No
G	MBD8: Declaration of Bidder's Past SCM Practices	Yes
H	MBD9: Certificate of Independent Bid Determination	Yes
I	Confirmations, Authorities, Certifications, Acknowledgements and Signatures	Yes

NOTES

1. MSCM Regulations: "in the service of the state" means to be:
 - (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
 - (b) a member of the board of directors of any municipal enterprise;
 - (c) an official of any municipality or municipal enterprise;
 - (d) an employee of any national or provincial department, national or provincial public enterprise or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
 - (e) a member of the accounting authority of any national or provincial public enterprise; 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. Includes price quotations, advertised competitive bids, limited bids and proposals.
4. 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.

Ref	Description	Complete as Applicable
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SECTION A : GENERAL ENTERPRISE INFORMATION

1.0	Full Name of bidder or his or her representative	
1.1	ID Number of bidder or his or her representative	
1.2	Position occupied in the enterprise	
2.0	Name of enterprise:	
2.1	Tax Reference number, if any:	
2.2	VAT registration number, if any:	
2.3	CIDB registration number, if any:	
2.4	Company registration number, if applicable:	
2.5	Close corporation number, if applicable:	
2.6	Supplier reference number (PR), if any:	PR:
2.7	South African Revenue Service Tax Compliance Status PIN :	
2.8	National Treasury Central Supplier Database registration number	MAAA:

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

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

Ref	Description	Complete or Circle Applicable
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SECTION B : MBD 2 : TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1.0 In order to meet this requirement bidders are required to complete the TCC 001 : "Application for a Tax Clearance Certificate" form and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2.0 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3.0 The original Tax Clearance Certificate must be submitted together with the bid (attached to the inside back cover of this procurement document). Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4.0 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5.0 Copies of the TCC 001 : "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6.0 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as efilers through the website www.sars.gov.za.
- 7.0 Notwithstanding Clauses 1.0 to 6.0 above: Since 18 April 2016, SARS has introduced a new Tax Compliance Status System (TCS). As part of this enhanced system, tenderers can now submit a Tax Compliance Status PIN instead of an original Tax Clearance Certificate (TCC). This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status. This number, if available, is to be entered in Item 2.7 of Section A of these consolidated Municipal Bidding Documents.
For further particulars please contact your nearest SARS branch, or call the SARS Contact Centre on 0800 00 7277, or log onto SARS eFiling.

Attach a valid Tax Clearance Certificate OR Tax Compliance Status PIN, issued by the TCS System of the South African Revenue Service, to the inside back cover of this procurement document

SECTION C : MBD 4 : DECLARATION OF INTEREST

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

1.0 Are you presently in the service of the state? If yes, furnish particulars :	YES	NO
2.0 Have you been in the service of the state for the past twelve months? If yes, furnish particulars :	YES	NO
3.0 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? If yes, furnish particulars :	YES	NO
4.0 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? If yes, furnish particulars :	YES	NO
5.0 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? If yes, furnish particulars:	YES	NO
6.0 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? If yes, furnish particulars:	YES	NO
7.0 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? If yes, furnish particulars:	YES	NO
8.0 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers are indicated in SECTION A .		

Ref	Description	Complete or Circle Applicable
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SECTION D : MBD 5 : DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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

1.0	Are you by law required to prepare annual financial statements for auditing? If YES, you will be required to submit audited annual financial statements (on request during the tender evaluation period) for the past three years or since the date of establishment if established during the past three years.	YES	NO
2.0	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? If NO, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days. If YES, provide particulars on a letterhead. (Attach this letter to the back inside cover of this procurement document).	YES	NO
3.0	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? If YES, provide particulars on a letterhead. (Attach this letter to the back inside cover of this procurement document).	YES	NO
4.0	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? If YES, provide particulars on a letterhead. (Attach this letter to the back inside cover of this procurement document).	YES	NO

SECTION E : MBD 6.1 : PREFERENCE POINTS CLAIM ITO THE PREFERENTIAL REGULATIONS

Preference points for this tender shall be awarded as per the Tender Data and the Preferential Procurement Regulations (2017).

Failure on the part of a tenderer to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Sworn Affidavit for an EME, or sworn affidavit for a QSE (in line with the revised BBBEE codes of Good Practice), together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

The Employer reserves the right to require of a tenderer, 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 Employer.

DECLARATION

1.0	B-BBEE Status Level of Contribution claimed:		
	Will any portion of the contract be sub-contracted?	YES	NO
	If YES, indicate:		
	(i) what percentage of the contract will be subcontracted?		
	(ii) the name of the sub-contractor?		
	Name :		
	(iii) the B-BBEE status level of the sub-contractor?		
	(iv) whether the sub-contractor is an EME?	YES	NO

The undersigned, certify that the B-BBEE status level of contribution indicated in paragraph 1.0 above qualifies the company / firm for preference points and acknowledges that the remedies as per Clause 14 of the Preferential Procurement Regulations (2017) shall apply.

Attach a B-BBEE Verification Certificate to the inside back cover of this procurement document

Ref	Description	Complete or Circle Applicable
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SECTION F : MBD 6.2 : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

- 1.0 General Conditions
- 1.1 Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2 Regulation 8.(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 Where necessary, for bids referred to in paragraph 1.2 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.
- 1.4 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.
- 1.5 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where : x is the imported content in Rand
y is the bid price in Rand 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 of advertisement of the bid as required in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6 A bid may be disqualified if –
 - (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
 - (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2.0 Definitions

- 2.1 “bid” includes written price quotations, advertised competitive bids 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 (this includes labour and intellectual property costs), 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.

3.0 The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
..... %
..... %
..... %

Ref	Description	Complete or Circle Applicable		
4.0	Does any portion of the services, works or goods offered have any imported content?	<table border="1" style="display: inline-table; margin-right: 10px;"> <tr> <td style="width: 20px; height: 20px; text-align: center;">YES</td> <td style="width: 20px; height: 20px; text-align: center;">NO</td> </tr> </table>	YES	NO
YES	NO			
4.1	<p>If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.</p> <p>The relevant rates of exchange information is accessible on www.reservebank.co.za.</p> <p>Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):</p> <p style="text-align: center;"> US Dollar : <input style="width: 50px;" type="text"/> Pound Sterling : <input style="width: 50px;" type="text"/> Euro : <input style="width: 50px;" type="text"/> Yen : <input style="width: 50px;" type="text"/> Other : <input style="width: 50px;" type="text"/> </p> <p>NB: Bidders must submit proof of the SARB rate (s) of exchange used.</p>			
5.0	Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?	<table border="1" style="display: inline-table; margin-right: 10px;"> <tr> <td style="width: 20px; height: 20px; text-align: center;">YES</td> <td style="width: 20px; height: 20px; text-align: center;">NO</td> </tr> </table>	YES	NO
YES	NO			
5.1	<p>If yes, provide the following particulars:</p> <p>(a) Full name of auditor:</p> <p>(b) Practice number: (c) Telephone number: Cell number:</p> <p>(d) Email address:</p> <p>(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)</p>			
6.0	Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the Accounting Officer / Accounting Authority provide directives in this regard.			

LOCAL CONTENT DECLARATION

(REFER TO ANNEX B OF SATS 1286:2011)

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 1 - 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.

NB 2 - Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned in Section H of these Consolidated MBD returnable questionnaires (comprising 8 pages), do hereby declare the following:

- (a) The facts contained herein fall within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) 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 1286:2011; and
 - (ii) the declaration templates have been audited and certified to be correct.
- (c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

(a) Bid price, excluding VAT (y)	R
(b) Imported content (x), as calculated in terms of SATS 1286:2011	R
(c) Stipulated minimum threshold for local content (paragraph 3 above).....	%
(d) Local content %, as calculated in terms of SATS 1286:2011	%

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (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 1286:2011.
- (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 1286:2011, 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, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

Ref	Description	Complete or Circle Applicable
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SECTION G : MBD8 : DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

This Municipal Bidding Document must form part of all bids invited. 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.

The bid of any bidder may be rejected if that bidder, or any of its directors have:

- a) abused the municipal entity's supply chain management system or committed any improper conduct in relation to such system;
- b) been convicted for fraud or corruption during the past five years;
- c) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; 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).

In order to give effect to the above, the following questions must be answered.

<p>1.0 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?</p> <p>Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer / Authority of the institution that imposed the restriction after the audi alteram partem rule was applied. The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p> <p>If yes, furnish particulars :</p>	YES	NO
<p>2.0 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>If yes, furnish particulars :</p>	YES	NO
<p>3.0 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>If yes, furnish particulars :</p>	YES	NO
<p>4.0 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>If yes, furnish particulars :</p>	YES	NO
<p>5.0 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>If yes, furnish particulars :</p>	YES	NO

SECTION H : MBD9 : CERTIFICATE OF INDEPENDENT BID DETERMINATION

Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.

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.

The following 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.

In order to give effect to the above, the following Certificate of Bid Determination must be completed and submitted with the bid. The undersigned, in submitting the accompanying bid, in response to the invitation for the bid do hereby make the following statements that I certify to be true and complete in every respect:

- 1.0 I have read and I understand the contents of this Certificate;
- 2.0 I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

Ref	Description	Complete or Circle Applicable
3.0	I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;	
4.0	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;	
5.0	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: <ul style="list-style-type: none"> • has been requested to submit a bid in response to this bid invitation; • could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and • provides the same goods and services as the bidder and/or is in the same line of business as the bidder. 	
6.0	The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium ³ will not be construed as collusive bidding. (Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.	
7.0	In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding: <ul style="list-style-type: none"> • prices; • geographical area where product or service will be rendered (market allocation); • methods, factors or formulas used to calculate prices; • the intention or decision to submit or not to submit, a bid; • the submission of a bid which does not meet the specifications and conditions of the bid; • bidding with the intention not to win the bid. 	
8.0	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.	
9.0	The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.	
10.0	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.	

SECTION I : CONFIRMATIONS, AUTHORITIES, CERTIFICATIONS, ACKNOWLEDGEMENTS and SIGNATURES

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

- 1.0 Confirms that the contents of these Consolidated MBD returnable questionnaires (comprising 8 pages) are within my personal knowledge and are to the best of my belief both true and correct;
- 2.0 Confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercise, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- 3.0 Confirms that no partner, member, director or other person, who wholly or partly exercise control over the enterprise, has within the last five years been convicted of fraud or corruption;
- 4.0 Confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- 5.0 Certify that the B-BBEE status level of contribution indicated in Section E : Item 1.0 qualifies the enterprise for preference points and acknowledges that the remedies as per Clause 13 of the Preferential Procurement Regulations (2011) shall apply. In the event of a contract being awarded as a result of points claimed, the enterprise may be required to furnish documentary proof to the satisfaction of the employer that the claims are correct;
- 6.0 Accept that, in addition to cancellation of a contract, action may be taken against me should these declarations prove to be false.

Signed Date

Name Position

SECTION 5: CONDITIONS OF CONTRACT

GOVERNMENT PROCUREMENT: CONDITIONS OF CONTRACT (July 2010)

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

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

TABLE OF CLAUSES

1.	Definitions	27
2.	Application.....	27
3.	General	27
4.	Standards.....	28
5.	Use of contract documents and information inspection.....	28
6.	Patent Rights	28
7.	Performance security.....	28
8.	Inspections, tests and analyses.....	28
9.	Packing.....	28
10.	Delivery and documents	28
11.	Insurance	28
12.	Transportation	28
13.	Incidental Services	29
14.	Spare parts.....	29
15.	Warranty.....	29
16.	Payment.....	29
17.	Prices	29
18.	Variation orders.....	29
19.	Assignment	29
20.	Subcontracts	29
21.	Delays in the supplier's performance	29
22.	Penalties	30
23.	Termination for default	30
24.	Anti-dumping and countervailing duties and rights.....	30
25.	Force Majeure	30
26.	Termination for insolvency	30
27.	Settlement of Disputes	31
28.	Limitation of Liability	31
29.	Governing language	31
30.	Applicable law.....	31
31.	Notices.....	31
32.	Taxes and duties	31
33.	Transfer of contracts.....	31
34.	Amendments of contracts	31
35.	Prohibition of restrictive practices.....	31

- 1. Definitions**
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 components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "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 non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information inspection**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent Rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the [amount specified in SCC](#).
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, [unless otherwise specified](#).
- 8. Inspections, tests and analyses**
- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.
- 9. Packing**
- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, [including additional requirements](#), if any, and in any subsequent instructions ordered by the purchaser.
- 10. Delivery and documents**
- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms [specified in the contract](#).
- 11. Insurance**
- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery [in the manner specified](#).
- 12. Transportation**
- 12.1 Should a price other than an all-inclusive delivered price be required, [this shall be specified](#).

13. Incidental Services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (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 fulfilment of other obligations stipulated in the contract.

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

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties**
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23. Termination for default**
- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- 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;
 - if the supplier fails to perform any other obligation(s) under the contract; or
 - if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- the name and address of the supplier and / or person restricted by the purchaser;
 - the date of commencement of the restriction
 - the period of restriction; and
 - the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
- 24. Antidumping and countervailing duties and rights**
- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.
- 28. Limitation of Liability**
- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language**
- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law**
- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.
- 31. Notices**
- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties**
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.
- 33. Transfer of Contracts**
- 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser.
- 34. Amendment of contracts**
- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.
- 35. Prohibition of restrictive practices**
- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

SECTION 6: SPECIAL / ADDITIONAL CONDITIONS OF CONTRACT

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

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

SCC 1.2 **CONTRACT**

This contract is for a period of thirty-six (36) months.

SCC 7.1 **PERFORMANCE SECURITY**

The liability of the Performance Security shall be Nil.

SCC 10.1 **DELIVERY AND DOCUMENTS**

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

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

- a) Detailed maintenance manual
- b) Operating manual
- c) Training manual
- d) Spares manual
- e) Electrical wiring circuit/diagram
- f) Design report showing that the criteria for SANS 1518 has been met.
- g) The vehicle complies to SANS 20013.
- h) A CAD model in .STEP format for the proposed customisation either on CD or USB (where applicable).
- i) Certificate showing vehicle and all serial numbers of main components (engine, gearbox, drivetrain, braking system, etc.) fitted from the factory according to the specification of the customer's requirements. No retro fitments of major components shall be undertaken.

10.1.2 The following documentation shall accompany the tender response:

- a) An assembly drawing indicating the general arrangement of the body and the subassemblies making up the customisation.
- b) A mass distribution diagram of the loading forces in relation to the vehicle chassis and axles.
- c) Design calculations (where applicable) showing supplied systems are operating safely.
- d) A catalogue of the primary vehicle and the equipment requested.

SCC 11.1 **INSURANCE**

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

SCC 12.1 TRANSPORTATION

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

SCC 14.1 SPARE PARTS

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

SCC 15.5 WARRANTY

The machines supplied to meet the warranties:

All components fitted (excl. chassis and structures) and the hydraulic system to be covered by a minimum 2-year warranty.

The customisation steel structures (excluding the water tank) shall have a minimum of a 5-year warranty for its application.

The water tank and paintwork shall be covered by a 10-year corrosion free warranty.

SCC 16.1 PAYMENT

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

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

Payment will be made only to the supplier. Factoring arrangements will not be accepted.

SCC 17 PRICES

Prices must be fixed for the first six (6) months period and thereafter price adjustment will be in line with SEIFSA and Consumer Price Index. Such request for price adjustment must be supported by necessary documentation.

SCC 21.1 DELAYS IN THE SUPPLIER'S PERFORMANCE

Units are to be delivered within 4-6 weeks from confirmation of order.

SCC 22.1 PENALTIES

"If the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price (as a penalty):

- A penalty of R5000.00 per day for each day delivery is delayed.

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

ADDITIONAL CONDITIONS OF CONTRACT**ACC1 PERFORMANCE MONITORING & ASSESSMENT OF SERVICE PROVIDERS**

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

ACC2 QUALITY OF PRODUCTS

No inferior products will be accepted under this enquiry.

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

ACC3 SATISFACTORY PERFORMANCE

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

ACC4 OCCUPATIONAL INJURIES AND DISEASES ACT

This act replaces the Workmen's Compensation Act:

The supplier shall, before commencement of work, produce documentary proof to the Deputy Municipal Manager, Treasury: Finance that he has complied in all respects with the provisions of the Occupational Injuries and Diseases Act. The supplier undertakes that he/she will perform and comply with all provisions of the Occupational Injuries and Diseases Act and more particularly that he/she will render all returns and pay all assessments for which he/she is liable in terms of such Act.

ACC5 DAMAGE TO PERSONS AND PROPERTY

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

ACC6 RATE OF EXCHANGE VARIATION

Where the goods are imported the Contractor shall within seven days of date of Official Purchase Order, arrange through his bankers for the foreign commitment to be covered forward down to the Rand in order to fix the rate of exchange. The Contractor shall notify the Municipality as soon as possible thereafter regarding the rate which has been fixed on such forward exchange. The forward cover shall be from a reputable South African bank. The Contractor is to confirm with the employer prior to placing forward cover if the service provider is acceptable.

Any increase or decrease between the basic rate of exchange as at 12:00 on the date of close of the bid and that existing at the date of establishment of the forward exchange cover within the period stipulated above shall be paid or deducted by the Municipality. Upon the failure of the Contractor to arrange forward exchange cover, the Contractor shall be liable should there be an increase in the basic rate of exchange occurring after the last-mentioned date.

The bank charges incurred in obtaining the forward exchange cover must be included in the Tenderer's bid.

ACC7 ESTIMATED QUANTITIES

The quantities stated in Section 8 are applicable for evaluation purposes only. The final quantity of goods and services required shall vary, depending on the total number of actual instances a service/goods will be required over the Contract Period. The rates tendered shall be applicable, irrespective of the total quantity of goods and services procured over the contract duration.

ACC8 SERVICE PROVIDER OFFICE REQUIREMENTS

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

ACC9 FITMENT OF AUXILIARY EQUIPMENT

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

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

SECTION 7: SCOPE AND SPECIFICATION OF REQUIRED SUPPLY / SERVICES**ITEM 1: Technical specification for a 4x2 Rescue pumper vehicle****1. Scope**

The intent of this specification is to supply a 4x2 commercial vehicle with a water tank and pump system which shall be used for emergency applications by the eThekweni Fire, Health and Safety department.

Pre-delivery inspection of the completed vehicle and superstructure will be only deemed complete after acceptance test and used once in field operations and conditions.

The vehicles with the customisation shall be supplied complete and fully assembled in all respects, including standard equipment supplied by the manufacturer and shall comply with the South African Occupational Health and Safety Act, Act 85 of 1993/as amended and the applicable current Road Traffic Legislation. All work on the vehicle including the customisation is to be constructed by an SABS/SANS approved body/coach/vehicle manufacturer/ builder. The total operating mass of the vehicle and its customisation should not exceed the trucks legal V rating less 1000 kg. The layout should also ensure that the laden individual axle loads do not exceed the legal limits.

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

Prospective tenderers must ensure that they read the specific Contractual Conditions applicable to this contract which appear in the section immediately preceding Section 7.

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

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

PTO calibration shall be performed after tracking device is installed on the vehicle by eThekweni City Fleet.

Vehicle shall be accepted after field tested including all subsystems of the primary vehicle and superstructure equipment.

All exposed electrical wiring looms of the chassis cab shall be full encased in a flexible protective metallic conduit and securely clamped with fasteners to the chassis or the structure.

All primary vehicles (chassis cabs) shall be suitable for the specific application, this must be reinforced evidence as requested in Section 4.

In each listed item for supply, chapter 2 specifies accessories and additional equipment for the vehicle that is expected to be provided by the OEM ex-factory. If these are standard items available on the bidders make and model specify as such. Should these items be additional options/extras offered by the OEM itemize these accordingly in the submission. Should the OEM not offer these options and only offer aftermarket retro fitment solutions these items must accompany the bidder's response as an annexure stating so. Bidders are asked to be diligent in this process with attention to items like the sunroof, tyre pressure monitoring system, Bluetooth audio/hands free multimedia system with reverse camera, engine and fuel safety equipment and auto lubrication systems where applicable.

The CANBUS interface shall be able to read the following.

Factory remote Alarm
Factory's remote
Factory's remote - 3x Arm
Parking
Reverse
Parking lights
Dipped headlights
Full beam headlights
Rear fog lights
Front fog lights
AC turned on
Cruise
Automatic retarder
Manual retarder
Driver's seat belt
CHECK ENGINE (MIL)
ABS ESP ESP OFF
Oil pressure / level
Coolant temperature / level
Battery charging
Handbrake system
Warning Low fuel
Glow plug indicator
Rear PTO turned on
Engine lifetime from dashboard
Engine lifetime - Counted Vehicle mileage
Vehicle mileage - Counted
Total fuel consumption
Total fuel consumption - Counted
Fuel level (Dashboard)
Fuel level (Dashboard) - Liters
Engine speed (RPM)
Engine temperature
Vehicle speed
Axle 1 load
Axle 2 load
Axle 3 load

Axle 4 load
 Axle 5 load
 AdBlue level (Dashboard)
 Acceleration pedal position
 Engine torque
 Retarder torque
 Distance to service
 Outside temperature
 Weight load
 SIMPLE TACHO

CANBUS speed shall within a range of 33,33 to 500 kb/s or better.

Bidder shall provide a list of what can be read from their CANBUS interface and what system is required to interface it.

At the end Section 7 other specifications/standards are covered that will be adhered to.

2. Vehicle

- 2.1 The chassis/body shall be a 4x2 crew cab truck with a minimum Gross Vehicle Mass (GVM) of 15 000 kg.
- 2.2 Transmission shall be fully automatic with an integrated retarder operated via the foot brake pedal.
- 2.3 Minimum diesel engine requirements shall be of Euro 3 to 5, with a minimum 200 kW of power and 800 Nm of torque.
- 2.4 A fully laden minimum grade ability of 25 % shall be expected. Maximum speed of not less than 80 km/hr.
- 2.5 ABS brakes is mandatory.
- 2.6 Forward hydraulic operated tilt cab with safety holding mechanism. Underside of cab shall have heat shields to deflect heat from the floor and interior of the crew cab.
- 2.7 Full rubber mat set with holders to prevent movement.
- 2.8 All seats to be covered with clear vinyl seat covers for maximum protection.
- 2.9 Smash and grab tinted windows. Film shall be 80% shade level and 150-micron thickness to be applied to all windows.
- 2.10 To safely and comfortably accommodate a driver and five passengers.
- 2.11 Heater, windscreen demister and air-conditioning system should be adequate for the cab and its occupants.
- 2.12 Spotlight to be fitted in the driver's cab facing the front of the cab. Shall be in a position to be operated by the front passenger.
- 2.13 Bluetooth Radio and speakers/mic (with handsfree cellphone capability), 12v cigarette lighter/charger sockets.
- 2.14 Wireless/Bluetooth tyre pressure monitoring system.
- 2.15 Front bull bar for the width of the vehicle shall be installed. It shall follow the profile contour of the front of the vehicle. Shall be bolt on and constructed out of automotive grade stainless steel. The fitment of the front bulbar shall not inhibit the front tow hitch which must be in an easily accessible position.
- 2.16 Pair of LED fog lamps (minimum 30W) to be installed on the bulbar. Switch to be OEM type with relay and fuse.

- 2.17 Front and rear tow hitch points to be available.
- 2.18 Fuel tank shall be fitted with a lockable fuel cap. Minimum capacity of 200 liters is required.
- 2.19 No sunroof.
- 2.20 All items including structural members must be thoroughly sealed with an approved sealer to prevent rusting between mating surfaces and drain holes must be provided in areas where water can accumulate. Any floor that persons will use on the vehicle should be coated with a hard wearing, slip resistant material (Vastrap).
- 2.21 Provision shall be made for Homologation, compliance and full licensing (with exemption) of the vehicle once completely built and approved with the superstructure.
- 2.22 The vehicle and the customisation shall be designed according to these critical specifications (summary of evidence shall be provided):
- a) SANS 1518 Transport of dangerous goods — Design, construction, testing, approval and maintenance of road vehicles and portable tanks.
 - b) SANS 20013 Surface vehicles. This specification covers the braking system of motor vehicles and trailers. Maximum design speed exceeding 35km/h intended for use on public roads.
 - c) National Roads Traffic Act with attention to Regulation 240: The carrying capacity of the road.
 - d) Pump to comply to NFPA standards as stipulated in section 7, chapter 4.3.

3. Material specification

The water tank will be made from polycarbonate or composite plastic or a similar material. The roll up locker doors shall be made of aluminium or a suitable alloy that is low mass and corrosion resistant for the application. The superstructure enclosing the water tank, pump and the subsystems of the superstructure and the chassis shall be constructed of a lightweight corrosion resistant material.

4. Construction requirements

4.1 Water Tank

- 4.1.1 All mounting to be in accordance with directives specified by the Original Equipment Manufacturer (OEM). Mounting shall be rubber block system to resist the vigor of road and uneven terrain.
- 4.1.2 The tank shall have a minimum capacity of 3000 litres and shall be suitable to handle grey and salt water.
- 4.1.3 Suitable baffles shall be designed and installed to the tank interior to increase the strength due to water surge and sloshing that will be experienced.
- 4.1.4 The water tank must have an anti swirl plate mounted at the discharge side. The tank must have a suitable dump valve to discharge the excess water quickly and in a suitable location. Ball valve type shall be fitted.
- 4.1.5 Overflow and discharge shall be positioned behind the rear axle onto the surface the vehicle is parked on. Mounting brackets must be included for the overflow/discharge pipe.
- 4.1.6 A manhole/high level sealable hatch should be incorporated in an easily accessible location for each tank for filling, cleaning and maintenance purposes. It shall incorporate a pressure relief valve and rupture disc protection.
- 4.1.7 Diameter of outflow to the pump shall be equal to the inlet.
- 4.1.8 Two tank filler inlets shall be fitted, one on the right and one on the left, with 65mm male couplings, female blank-caps and be provided with butterfly type valves complete with strainers and non-return valves.
- 4.1.9 All tanks shall be expected to be nondestructive tested, 10x x-ray, waterfill and pressure tested.

4.2 Equipment lockers

- 4.2.1 The interior of the crew cab shall have customised brackets installed for the breathing apparatus equipment of the rear passengers.
- 4.2.2 The superstructure shall be configured in the standard Euro format, with single locker compartments, excluding the pump bay locker.
- 4.2.3 The two lockers must be mounted behind the tank and the rear wheels and will house the high-pressure hose reels and space for equipment.
- 4.2.4 Locker compartments shall be segmented as per the requirement of the Department and locker space shall be adequate to accommodate the equipment. Provision shall be made for the equipment to be mounted with adjustable brackets and holders attached to the vehicle. The total mass of equipment that shall be stored in these lockers will be approx. 1 000 kg.
- 4.2.5 Provision must be allowed for the securing of four 110mm x 2-meter hard suction hoses on the roof in enclosed built housings.
- 4.2.6 The hoses shall have BS screw type thread, with a corrosion resistant strainer, which must all be matched to the fire pump specification.
- 4.2.7 These must be housed on the vehicle which is easily accessible. The hoses shall have roller guides on the locker doors such that they do not foul or bend on the superstructure in all directions.
- 4.2.8 All interior service panels shall be of an impact resistant, durable material, resistant to oils, greases and mild acids and alkalis.
- 4.2.9 Accesses to all levels of the equipment and pump compartment are to be made easy by the provision of heavy duty and durable fold-down steps. These steps shall have gas struts to assist the motion and are expected to handle a mass of 450 kg.
- 4.2.10 Locker floors and shelves shall be sufficiently braced and strengthened to accommodate the loads to be placed on them.
- 4.2.11 Proper drainage facilities shall be provided to allow for the cleaning of the locker compartment.
- 4.2.12 Locker doors shall be roll up type.
- 4.2.13 Locker doors shall be constructed of light aluminum alloy.
- 4.2.14 All doors shall be equipped with adequate dust seals.
- 4.2.15 All doors shall be positive lock and lockable.
- 4.2.16 These doors must be dust and waterproof, light alloy roller shutters, doors must be fitted to all lockers and pump compartment.
- 4.2.17 All lockers shall be fitted with interior illumination (LED) and opening of the locker door must activate the light for that locker. The positioning of the light shall ensure maximum light distribution to all shelf levels and be so placed as to avoid accidental damage.

4.3 Pump

- 4.3.1 The pump must be combined centrifugal pump suitable for normal and high-pressure operations and be self priming.
- 4.3.2 The pump housing and impellers must be manufactured from non-corrosive material and it should have robust internals to be able to handle grey and salt water if necessary. All waterways and hoses must also be suitable to handle grey and salt water.
- 4.3.3 The pump be able to deliver high pressure and normal pressure operations simultaneously.
- 4.3.4 Normal pressure output of up to 3500 l/min at 10 bar
- 4.3.5 High pressure output of up to 400 l/min at 40 bar
- 4.3.6 Certified (normal pressure) according to EN1028 FPN 10-2000
- 4.3.7 Certified (high pressure) according to EN1028 FPN 40-250
- 4.3.8 UL classified in accordance with NFPA1901 150-500
- 4.3.9 The suction inlet must be fitted with a strainer. The diameter of the pump inlet must be suitable to the output of the pump and not less than 150mm in diameter.
- 4.3.10 A tank to pump valve suction line having a diameter to supply the pump under all conditions

suitable to ratio capacity of the pump.

- 4.3.11 Two high pressure hose reels capable to withstand a minimum pressure of 40 bar.
- 4.3.12 Two valves for the high-pressure hose reel must be fitted at the pump operator's position.
- 4.3.13 Two pre-connected deliveries from the high-pressure side of the pump. The valves for these pre-connected deliveries must be fitted at the pump operator's position.
- 4.3.14 Four (4) normal pressure outlets which must have control valves, 65mm female B/S instantaneous adaptors with blank caps, all of which must be manufactured from corrosion resistant material.

4.4 Hosing and Nozzles

The two high pressure hose reels shall:

- a. Be 30 meters of rubber drag hose with an internal diameter of 25mm
- b. Have electric rewind with manual override
- c. The end of the hose shall be fitted with a high-pressure fog gun with a nominal output of 200L/min at 40 bars. It must be adjustable from straight stream to water fog. The output must be adjustable from 0 to 200 L/min.
- d. In order to facilitate unwinding of the hose and to protect the vehicle superstructure against abrasion and damage, metal guide rollers shall be provided.
- e. The pump must be fitted at the rear of the chassis.

4.5 Control Panel

All controls for the operation of the machine shall be fitted to an illuminated, lockable, water resistant control panel.

The controls shall where possible be electronic, and activate the necessary servos (either pneumatic or hydraulic) that will activate the operation. All actions will be fully adjustable at variable speeds for the operation of the machine. A plug in, modular type, control panel is preferred for ease of maintenance.

All servos and valves to be mounted in a safe and easily accessible place for ease of maintenance.

All electrical devices must be splash resistant.

The unit must have the following controls as a minimum:

- a) High pressure manometer
- b) Normal pressure manometer
- c) Manometer
- d) Water tank level indicator (electronic system)
- e) Control and pilot light for P.T.O. engagement
- f) Illumination of control panel
- g) Engine temperature indication
- h) Electronic control of engine speed
- i) Control for water tank suction valve
- j) Control for foam tank suction valve
- k) Digital counter for operation hours
- l) Pilot light for engine oil pressure
- m) Controls for High pressure hose reels
- n) EMERGENCY cut off switch (Push Button type)
- o) Engine temperature
- p) Diesel tank level gauge
- q) Rear work light

All functions must be clearly marked. Control panel shall have a lock-out feature to protect against unwarranted use.

All items in chapter 4 must be thoroughly sealed with an approved sealer to prevent rusting between mating surfaces and drain holes must be provided in areas where water can accumulate. Any floor that persons will use on the body should be coated with a hard wearing, slip resistant material (Vastrap).

5 Power Take Off (PTO)

5.1 The hydraulic pumps must be driven from preferably a closed coupled P.T.O. capable of delivering at least 20 % more power than the maximum continuous power rating of the systems driven by it.

5.2 The PTO drive assembly shall be approved by the OEM mechanically and electrically for use on the engine and the wiring systems of the vehicle for the engagement of the PTO drive. Any modifications to the vehicle to accommodate the P.T.O. must be approved by the truck manufacturer and not affect the trucks warranty in any way.

5.3 The engine and transmission must not be harmed by use of the PTO.

5.4 The fitment of the P.T.O. should not negatively impact on the vehicles ground clearance.

5.5 Electronic control module and wiring harness which incorporates the “Rev Up Limiter” must be integrated into the existing OEM vehicle using the OEM 24 Volt system.

5.6 The PTO must only run when the PTO switch is engaged. The system will not allow the PTO to be engaged if the vehicle is in gear or if the handbrake is not engaged.

5.7 The accelerator pedal cannot be used, while the PTO is engaged.

5.8 All exposed electrical wiring looms of the chassis cab and superstructure shall be full encased in a flexible protective metallic conduit and securely clamped with fasteners to the chassis or the structure.

5.9 The PTO is expected to handle operation for up to 10 hours therefore additional cooling must be provided if required for the PTO.

6. Lighting

6.1 A LED light should be installed in a suitable position illuminating the working area at the rear of the truck.

6.1 Suitable lighting should be installed within the body providing light for each locker, the pump and the couplings for the tank area.

6.3 Two LED hazard lights should be mounted as follows;

- a) A waterproof slim line bar light approx. 1200mm in length and 200mm in width to be installed on bracket on the front of the cab without drilling into the roof. Generation 3 or 4 type LED consisting of 1 watt, 6x4 modules to the front with end cap modules consisting of 1x2 head modules with red coloured polycarbonate lenses to be fitted to the bracket on the cab roof with on/off switch with random flash pattern positioned in the cab.
- b) Sixteen generation 3 or 4, minimum 3 watt, red LED eight head modules shall be installed on the vehicle. Four on each side, front and the rear of the vehicle. These modules shall have a random flashing pattern with the control switch clearly marked in the driver’s cabin.
- c) There shall be LED scene lights to illuminate the vehicle and its surroundings. A minimum of two pairs per side is required and shall be integrated into the superstructure. The controls shall be clearly marked in the driver’s cabin.
- d) LED marker lights shall be on the sides and rear of the body. A minimum of four is required per side.

7. Metal Preparation and Painting Procedure

The following procedure must be adhered to:

7.1 Descale all metal surfaces.

7.2 Grind down & smooth all rough edges.

- 7.3 Thoroughly clean all surfaces.
- 7.4 Surfaces should be surface blasted to the correct surface finish for the application of the primer and paint.
- 7.5 Prime all built parts and the superstructure using a two component self-curing inorganic zinc ethyl silicate or two component zinc rich polyamide cured epoxy primer.
- 7.6 Two primer coats and one-color coat shall be minimum.
- 7.7 Paint film thickness must not be less than 80 microns each.

8. Colors

Underside of Body (superstructure and chassis)	: Black
Cab and Body	: Chrome Yellow RAL 1023
Wheels (rims)	: Gloss white
Bumpers	: Grey

9. Electrical and towing requirements

All additional electrical circuits are to be suitably fused and must not interfere with or adversely affect the existing electrical system.

- 9.1 Existing taillight units to be replaced with premium quality equal light unit incorporating 30 LEDs or more approx. 100 mm in diameter that are screwed into position with a stainless-steel flange.
- 9.2 Dual indicator stop and taillight units to be fitted on top of the body.
- 9.3 Reversing camera, buzzer and warning flashing light to be installed when reverse gear is engaged in an optimum position. Monitor to be part of the vehicles multimedia system with Bluetooth hands free cellphone connectivity.
- 9.4 Uninterrupted power supply points shall be made available for the two-way radio, vehicle tracking and fuel master monitoring system.
- 9.5 Rear and front tow hitch shall be installed for towing of the vehicle.
- 9.6 Siren and amplifier incorporating public address system that is a 12/24-volt operating system. Capable of handling dual parallel speaker connection. Minimum speaker specification of 8 ohms impedance and 120 to 130-watt RMS. Built-in Thermo fan to allow for optimal cooling of amplifier. Amplifier should have a slim mounting footprint. Minimum 4 as per applicable legislation for vehicles including HRT functionality. Functions to include air horn, independent PA and amplifier to accommodate input and output auxiliary ports. PA volume control to be made easily accessible, either through the microphone or an adjustable volume port on the switch box. A high-quality microphone shall be included in the supply and installation.

10. Signage and Markings

10.1 Data plates shall be fitted for:

- a) The water tank and pump indicating tank capacity, system pressures, fluid type/grade, and other relevant data.
- b) The hydraulic system indicating tank capacity, system pressure, fluid type/grade, hydraulic cylinder specifications and test criteria.
- c) Safety, operation, technical data, dates of manufacture, manufacturer's details etc.

10.2 Rear underrun which shall be designed as a step with non-slip material.

10.3 50% of the rear body shall be a Chevron board with rear lights and rear mudguards (constructed of 3CR12) conforming with the appropriate SABS/SANS standard.

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

10.5 Durable, ultraviolet resistant and weather resistant information signs (pump, lockers, tank valves, inlets and outlets, equipment lockers and critical info for the chassis like fuel, oil, washer fluid, hydraulic oil, transmission oil etc.) shall be provided in specific locations to assist the driver/maintenance staff with the operation/maintenance of the vehicle.

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

10.7 Two pairs of red prismatic retroreflectors shall be fitted to the rear of the vehicle and two pairs of amber prismatic retroreflectors shall be fitted to either side of the vehicle.

10.8 The term FIRE AND RESCUE shall be supplied and fitted at the rear and reverse writing of same in the front. Each side of the vehicle shall have sign writing in two languages including call sign, emergency phone number and eThekweni Fire and Safety decals.

12. Miscellaneous items

12.1 The batteries to have a weather proof cover to prevent debris and moisture ingress and shall be mounted in the rear locker in a well-ventilated suitable storage enclosure. Batteries shall be a high capacity maintenance free pair that shall not require auxiliary batteries.

12.2 Battery isolator switch shall be installed close to 12.1.

12.2 Fuel tank, batteries, pneumatic cylinders and hydraulic tank to have structures built around them for safety were the superstructure does not enclose it.

12.3 Bolt on covers for safety where parts are rotating, swinging or of high temperature.

12.5 Bolt on head and tail light guards.

12.6 Front and rear mud flaps.

12.7 One spare wheel to be included per vehicle.

12.8 One spare set of wheels for front and rear axles to be included per vehicle.

12.9 All tyres supplied shall keep their integrity for a minimum of five years.

Maintenance

There must be sufficient information to allow the capture of maintenance schedules in terms of inspections, servicing and replacement of parts. Three hardcopies and three electronic copies of the operating, maintenance, training and spare parts manuals shall be provided, as well as a training manual for each trainee (operator, maintenance staff and driver). Training shall be provided for 8 firemen and 4 mechanics.

Important Notes

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

Applicable standards and specifications

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

ANSI/AWS D1.1 Structural Welding Code

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

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

BS 5135 Metal arc welding of carbon and carbon manganese steels

BS 3923 Methods for ultrasonic examination of welds

BS 2600 Radiographic examination of fusion welded butt joints in steel

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

DIN 1026 Metric channels

ISO R657 Angles

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

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

SANS 064 Preparation of steel surfaces for coating

SANS 763 Hot-dip (galvanized) zinc coatings

SANS 1091 National colour standards for paint

SANS 1431 Weldable structural steels

SABS 1046, SABS 1376 Lights and retro-reflective devices

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

SABS 1329 Rear warning sign (chevron)

SANS 1055 Rear underrun protection device

SANS 1496 Wheel flaps

SABS 1447 Pneumatic braking connections

SANS 3779 Vehicle identification number

Vehicle dimensions NRTA Act no.93 of 1996

Data plates Compulsory Vehicle Standards

ITEM 2: Technical specification for a 4x2 Water carrier vehicle

1. Scope

The intent of this specification is to supply a 4x2 commercial vehicle with a water tank and pump system which shall be used for emergency applications by the eThekweni Fire, Health and Safety department.

Pre-delivery inspection of the completed vehicle and superstructure will be only deemed complete after acceptance test and used once in field operations and conditions.

The vehicles with the customisation shall be supplied complete and fully assembled in all respects, including standard equipment supplied by the manufacturer and shall comply with the South African Occupational Health and Safety Act, Act 85 of 1993/as amended and the applicable current Road Traffic Legislation. All work on the vehicle including the customisation is to be constructed by an SABS/SANS approved body/coach/vehicle manufacturer/ builder. The total operating mass of the vehicle and its customisation should not exceed the trucks legal V rating less 1000 kg. The layout should also ensure that the laden individual axle loads do not exceed the legal limits.

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

Prospective tenderers must ensure that they read the specific Contractual Conditions applicable to this contract which appear in the section immediately preceding Section 7.

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

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

PTO calibration shall be performed after tracking device is installed on the vehicle by eThekweni City Fleet.

Vehicle shall be accepted after field tested including all subsystems of the primary vehicle and superstructure equipment.

All exposed electrical wiring looms of the chassis cab shall be full encased in a flexible protective metallic conduit and securely clamped with fasteners to the chassis or the structure.

All primary vehicles (chassis cabs) shall be suitable for the specific application, this must be reinforced evidence as requested in Section 4.

In each listed item for supply, chapter 2 specifies accessories and additional equipment for the vehicle that is expected to be provided by the OEM ex-factory. If these are standard items available on the bidders make and model specify as such. Should these items be additional options/extras offered by the OEM itemize these accordingly in the submission. Should the OEM not offer these options and only offer aftermarket retro fitment solutions these items must accompany the bidder's response as an annexure stating so. Bidders are asked to be diligent in this process with attention to items like the sunroof, tyre pressure monitoring system, Bluetooth audio/hands free multimedia system with reverse camera, engine and fuel safety equipment and auto lubrication systems where applicable.

The CANBUS interface shall be able to read the following;

Factory remote Alarm

Factory's remote
Factory's remote - 3x Arm
Parking
Reverse
Parking lights
Dipped headlights
Full beam headlights
Rear fog lights
Front fog lights
AC turned on
Cruise
Automatic retarder
Manual retarder
Driver's seat belt
CHECK ENGINE (MIL)
ABS ESP ESP OFF
Oil pressure / level
Coolant temperature / level
Battery charging
Handbrake system
Warning Low fuel
Glow plug indicator
Rear PTO turned on
Engine lifetime from dashboard
Engine lifetime - Counted Vehicle mileage
Vehicle mileage - Counted
Total fuel consumption
Total fuel consumption - Counted
Fuel level (Dashboard)
Fuel level (Dashboard) - Liters
Engine speed (RPM)
Engine temperature
Vehicle speed
Axle 1 load
Axle 2 load
Axle 3 load
Axle 4 load

Axle 5 load
 AdBlue level (Dashboard)
 Acceleration pedal position
 Engine torque
 Retarder torque
 Distance to service
 Outside temperature
 Weight load
 SIMPLE TACHO

CANBUS speed shall within a range of 33,33 to 500 kb/s or better.

Bidder shall provide a list of what can be read from their CANBUS interface and what system is required to interface it.

At the end Section 7 other specifications/standards are covered that will be adhered to.

2. Vehicle

- 2.23 The chassis/body shall be a 4x2 single cab truck with a minimum Gross Vehicle Mass (GVM) of 16 000 kg.
- 2.24 Transmission shall be fully automatic with an integrated retarder operated via the foot brake pedal.
- 2.25 Minimum diesel engine requirements shall be of Euro 3 to 5, with a minimum 180 kW of power and 800 Nm of torque.
- 2.26 A fully laden minimum grade ability of 25 % shall be expected. Maximum speed of not less than 80 km/hr.
- 2.27 ABS brakes are mandatory.
- 2.28 Rear differential lock.
- 2.29 Forward hydraulic operated tilt cab with safety holding mechanism. Underside of cab shall have heat shields to deflect heat from the floor and interior of the cab.
- 2.30 Full rubber mat set with holders to prevent movement.
- 2.31 All seats to be covered with clear vinyl seat covers for maximum protection.
- 2.32 Smash and grab tinted windows. Film shall be 80% shade level and 150-micron thickness to be applied to all windows.
- 2.33 To safely and comfortably accommodate driver and passengers.
- 2.34 Heater, windscreen demister and air-conditioning system should be adequate for the cab and its occupants.
- 2.35 Spotlight to be fitted in the driver's cab facing the front of the cab. Shall be in a position to be operated by the front passenger.
- 2.36 Bluetooth Radio and speakers/mic (with handsfree cellphone capability), 12v cigarette lighter/charger sockets.
- 2.37 Wireless/Bluetooth tyre pressure monitoring system.
- 2.38 Front bull bar for the width of the vehicle shall be installed. It shall follow the profile contour of the front of the vehicle. Shall be bolt on and constructed out of automotive grade stainless steel. The fitment of the front bulbar shall not inhibit the front tow hitch which must be in an easily accessible position.

- 2.39 Pair of LED fog lamps (minimum 30W) to be installed on the bulbar. Switch to be OEM type with relay and fuse.
- 2.40 Front and rear tow hitch points to be available.
- 2.41 Fuel tank shall be fitted with a lockable fuel cap. Minimum capacity of 200 liters is required.
- 2.42 No sunroof.
- 2.43 All items including structural members must be thoroughly sealed with an approved sealer to prevent rusting between mating surfaces and drain holes must be provided in areas where water can accumulate. Any floor that persons will use on the vehicle should be coated with a hard wearing, slip resistant material (Vastrap).
- 2.44 Provision shall be made for Homologation, compliance and full licensing (with exemption) of the vehicle once completely built and approved with the superstructure.
- 2.45 The vehicle and the customisation shall be designed according to these critical specifications (summary of evidence shall be provided):
- e) SANS 1518 Transport of dangerous goods — Design, construction, testing, approval and maintenance of road vehicles and portable tanks.
 - f) SANS 20013 Surface vehicles. This specification covers the braking system of motor vehicles and trailers. Maximum design speed exceeding 35km/h intended for use on public roads.
 - g) National Roads Traffic Act with attention to Regulation 240: The carrying capacity of the road.
 - h) Pump to comply to NFPA standards as stipulated in section 7, chapter 4.3.

3. Material specification

The water tank will be made from an automotive grade stainless steel, polycarbonate or composite plastic or a similar material. The roll up locker doors shall be made of aluminium or a suitable alloy that is low mass and corrosion resistant for the application. The superstructure enclosing the water tank, pump and the subsystems of the superstructure and the chassis shall be constructed of a lightweight corrosion resistant material.

4. Construction requirements

4.2 Water Tank

- 4.1.1 All mounting to be in accordance with directives specified by the Original Equipment Manufacturer (OEM). Mounting shall be rubber block system to resist the vigor of road and uneven terrain.
- 4.2.2 The tank shall have a minimum capacity of 7000 litres and shall be suitable to handle grey and salt water.
- 4.2.3 Suitable baffles shall be designed and installed to the tank interior to increase the strength due to water surge and sloshing that will be experienced.
- 4.2.4 The water tank must have an anti swirl plate mounted at the discharge side. The tank must have a suitable dump valve to discharge the excess water quickly and in a suitable location. Ball valve type shall be fitted.
- 4.2.5 Overflow and discharge shall be positioned behind the rear axle onto the surface the vehicle is parked on. Mounting brackets must be included for the overflow/discharge pipe.
- 4.2.6 A manhole/high level sealable hatch should be incorporated in an easily accessible location for each tank for filling, cleaning and maintenance purposes. It shall incorporate a pressure relief valve and rupture disc protection.
- 4.2.7 Diameter of outflow to the pump shall be equal to the inlet.
- 4.2.8 Two tank filler inlets shall be fitted, one on the right and one on the left, with 65mm male couplings, female blank-caps and be provided with butterfly type valves complete with strainers and non-return valves.
- 4.2.9 All tanks shall be expected to be nondestructive tested, 10x x-ray, waterfill and pressure tested.

4.3 Equipment lockers

- 4.3.15 The superstructure shall be configured in the standard Euro format, with single locker compartments, excluding the pump bay locker.
- 4.3.16 The two lockers must be mounted behind the tank and the rear wheels and will house the high-pressure hose reels and space for equipment.
- 4.3.17 Locker compartments shall be segmented as per the requirement of the Department and locker space shall be adequate to accommodate the equipment. Provision shall be made for the equipment to be mounted with adjustable brackets and holders attached to the vehicle. The total mass of equipment that shall be stored in these lockers will be approx. 1 000 kg; Storage of (4) suction hoses is accommodated between driver cab and water tank.
- Pump Bay: Locators for 2 x suction spanners
 - Fixture to hold 3 way collecting breeching
 - Offside locker: Fixed Hose Reel with branch
 - Curbside locker: Fixed Hose Reel with branch
- 4.3.18 Provision must be allowed for the securing of four 110mm x 2-meter hard suction hoses on the roof in enclosed built housings.
- 4.3.19 The hoses shall have BS screw type thread, with a corrosion resistant strainer, which must all be matched to the fire pump specification.
- 4.3.20 These must be housed on the vehicle which is easily accessible. The hoses shall have roller guides on the locker doors such that they do not foul or bend on the superstructure in all directions.
- 4.3.21 All interior service panels shall be of an impact resistant, durable material, resistant to oils, greases and mild acids and alkalis.
- 4.3.22 Accesses to all levels of the equipment and pump compartment are to be made easy by the provision of heavy duty and durable fold-down steps. These steps shall have gas struts to assist the motion and are expected to handle a mass of 450 kg.
- 4.3.23 Locker floors and shelves shall be sufficiently braced and strengthened to accommodate the loads to be placed on them.
- 4.3.24 Proper drainage facilities shall be provided to allow for the cleaning of the locker compartment.
- 4.3.25 Locker doors shall be roll up type.
- 4.3.26 Locker doors shall be constructed of light aluminum alloy.
- 4.3.27 All doors shall be equipped with adequate dust seals.
- 4.3.28 All doors shall be positive lock and lockable.
- 4.3.29 These doors must be dust and waterproof, light alloy roller shutters, doors must be fitted to all lockers and pump compartment.
- 4.3.30 All lockers shall be fitted with interior illumination (LED) and opening of the locker door must activate the light for that locker. The positioning of the light shall ensure maximum light distribution to all shelf levels and be so placed as to avoid accidental damage.

4.4 Pump

- 4.4.1 The pump must be combined centrifugal pump suitable for normal and high-pressure operations and be self priming.
- 4.4.2 The pump housing and impellers must be manufactured from non-corrosive material and it should have robust internals to be able to handle grey and salt water if necessary. All waterways and hoses must also be suitable to handle grey and salt water.
- 4.4.3 The pump be able to deliver high pressure and normal pressure operations simultaneously.
- 4.4.4 Normal pressure output of up to 3500 l/min at 10 bar
- 4.4.5 High pressure output of up to 400 l/min at 40 bar
- 4.4.6 Certified (normal pressure) according to EN1028 FPN 10-2000

- 4.4.7 Certified (high pressure) according to EN1028 FPN 40-250
- 4.4.8 UL classified in accordance with NFPA1901 150-500
- 4.4.9 The suction inlet must be fitted with a strainer. The diameter of the pump inlet must be suitable to the output of the pump and not less than 150mm in diameter.
- 4.4.10 A tank to pump valve suction line having a diameter to supply the pump under all conditions suitable to ratio capacity of the pump.
- 4.4.11 Two high pressure hose reels capable to withstand a minimum pressure of 40 bar.
- 4.4.12 Two valves for the high-pressure hose reel must be fitted at the pump operator's position.
- 4.4.13 Two pre-connected deliveries from the high-pressure side of the pump. The valves for these pre-connected deliveries must be fitted at the pump operator's position.
- 4.4.14 Four (4) normal pressure outlets which must have control valves, 65mm female B/S instantaneous adaptors with blank caps, all of which must be manufactured from corrosion resistant material.

4.4 Hosing and Nozzles

The two high pressure hose reels shall:

- f. Be 30 meters of rubber drag hose with an internal diameter of 25mm
- g. Have electric rewind with manual override
- h. The end of the hose shall be fitted with a high-pressure fog gun with a nominal output of 200L/min at 40 bars. It must be adjustable from straight stream to water fog. The output must be adjustable from 0 to 200 L/min.
- i. In order to facilitate unwinding of the hose and to protect the vehicle superstructure against abrasion and damage, metal guide rollers shall be provided.
- j. The pump must be fitted at the rear of the chassis.

4.5 Control Panel

All controls for the operation of the machine shall be fitted to an illuminated, lockable, water resistant control panel.

The controls shall where possible be electronic and activate the necessary servos (either pneumatic or hydraulic) that will activate the operation. All actions will be fully adjustable at variable speeds for the operation of the machine. A plug in, modular type, control panel is preferred for ease of maintenance.

All servos and valves to be mounted in a safe and easily accessible place for ease of maintenance.

All electrical devices must be splash resistant.

The unit must have the following controls as a minimum:

- r) High pressure manometer
- s) Normal pressure manometer
- t) Manometer
- u) Water tank level indicator (electronic system)
- v) Control and pilot light for P.T.O. engagement
- w) Illumination of control panel
- x) Engine temperature indication
- y) Electronic control of engine speed
- z) Control for water tank suction valve
- aa) Control for foam tank suction valve
- bb) Digital counter for operation hours
- cc) Pilot light for engine oil pressure
- dd) Controls for High pressure hose reels
- ee) EMERGENCY cut off switch (Push Button type)
- ff) Engine temperature
- gg) Diesel tank level gauge
- hh) Rear work light

All functions must be clearly marked. Control panel shall have a lock-out feature to protect against unwarranted use.

All items in chapter 4 must be thoroughly sealed with an approved sealer to prevent rusting between mating surfaces and drain holes must be provided in areas where water can accumulate. Any floor that persons will use on the body should be coated with a hard wearing, slip resistant material (Vastrap).

6 Power Take Off (PTO)

5.1 The hydraulic pump must be driven either from a closed coupled P.T.O. or a shaft driven system capable of delivering at least 20 % more power than the maximum continuous power rating of the systems driven by it.

5.2 The PTO drive assembly shall be approved by the OEM mechanically and electrically for use on the engine, transmission and the wiring systems of the vehicle for the engagement of the PTO drive. Any modifications to the vehicle to accommodate the P.T.O. must be approved by the truck manufacturer and not affect the trucks warranty in any way.

5.3 The engine, transmission and the other drive line components must not be harmed by use of the PTO.

5.4 The fitment of the P.T.O. should not negatively impact on the vehicles ground clearance.

5.5 Electronic control module and wiring harness which incorporates the “Rev Up Limiter” must be integrated into the existing OEM vehicle using the OEM 24 Volt system.

5.6 The PTO must only run when the PTO switch is engaged.

5.7 The system shall allow for “pump and roll” operations in first gear whilst the PTO is engaged.

5.8 All exposed electrical wiring looms of the chassis cab and superstructure shall be full encased in a flexible protective metallic conduit and securely clamped with fasteners to the chassis or the structure.

5.9 The PTO is expected to handle operation for up to 10 hours therefore additional cooling must be provided if required for the PTO.

5.10 A cardan shaft brake system is preferred to disengage the PTO from the drive shaft when switched off.

6. Lighting

6.1 A LED light should be installed in a suitable position illuminating the working area at the rear of the truck.

6.2 Suitable lighting should be installed within the body providing light for each locker, the pump and the couplings for the tank area.

6.3 Two LED hazard lights should be mounted as follows;

- e) A waterproof slim line bar light approx. 1200mm in length and 200mm in width to be installed on bracket on the front of the cab without drilling into the roof. Generation 3 or 4 type LED consisting of 1 watt, 6x4 modules to the front with end cap modules consisting of 1x2 head modules with red coloured polycarbonate lenses to be fitted to the bracket on the cab roof with on/off switch with random flash pattern positioned in the cab.
- f) Sixteen generation 3 or 4, minimum 3-watt, red LED eight head modules shall be installed on the vehicle. Four on each side, front and the rear of the vehicle. These modules shall have a random flashing pattern with the control switch clearly marked in the driver’s cabin.
- g) There shall be LED scene lights to illuminate the vehicle and its surroundings. A minimum of two pairs per side is required and shall be integrated into the superstructure. The controls shall be clearly marked in the driver’s cabin.

- h) LED marker lights shall be on the sides and rear of the body. A minimum of four is required per side.

7. Metal Preparation and Painting Procedure

The following procedure must be adhered to:

- 7.8 Descale all metal surfaces.
 7.9 Grind down & smooth all rough edges.
 7.10 Thoroughly clean all surfaces.
 7.11 Surfaces should be surface blasted to the correct surface finish for the application of the primer and paint.
 7.12 Prime all built parts and the superstructure using a two component self-curing inorganic zinc ethyl silicate or two component zinc rich polyamide cured epoxy primer.
 7.13 Two primer coats and one-color coat shall be minimum.
 7.14 Paint film thickness must not be less than 80 microns each.

8. Colors

Underside of Body (superstructure and chassis)	: Black
Cab and Body	: Chrome Yellow RAL 1023
Wheels (rims)	: Gloss white
Bumpers	: Grey

9. Electrical and towing requirements

All additional electrical circuits are to be suitably fused and must not interfere with or adversely affect the existing electrical system.

- 9.7 Existing taillight units to be replaced with premium quality equal light unit incorporating 30 LEDs or more approx. 100 mm in diameter that are screwed into position with a stainless-steel flange.
 9.8 Dual indicator stop and taillight units to be fitted on top of the body.
 9.9 Reversing camera, buzzer and warning flashing light to be installed when reverse gear is engaged in an optimum position. Monitor to be part of the vehicles multimedia system with Bluetooth hands free cellphone connectivity.
 9.10 Uninterrupted power supply points shall be made available for the two-way radio, vehicle tracking and fuel master monitoring system.
 9.11 Rear and front tow hitch shall be installed for towing of the vehicle.
 9.12 Siren and amplifier incorporating public address system that is a 12/24-volt operating system. Capable of handling dual parallel speaker connection. Minimum speaker specification of 8 ohms impedance and 120 to 130-watt RMS. Built-in Thermo fan to allow for optimal cooling of amplifier. Amplifier should have a slim mounting footprint. Minimum 4 as per applicable legislation for vehicles including HRT functionality. Functions to include air horn, independent PA and amplifier to accommodate input and output auxiliary ports. PA volume control to be made easily accessible, either through the microphone or an adjustable volume port on the switch box. A high-quality microphone shall be included in the supply and installation.

10. Signage and Markings

10.1 Data plates shall be fitted for:

- a) The water tank and pump indicating tank capacity, system pressures, fluid type/grade, and other relevant data.

b) The hydraulic system indicating tank capacity, system pressure, fluid type/grade, hydraulic cylinder specifications and test criteria.

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

10.2 Rear underrun which shall be designed as a step with non-slip material.

10.3 50% of the rear body shall be a Chevron board with rear lights and rear mudguards (constructed of 3CR12) conforming with the appropriate SABS/SANS standard.

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

10.5 Durable, ultraviolet resistant and weather resistant information signs (pump, lockers, tank valves, inlets and outlets, equipment lockers and critical info for the chassis like fuel, oil, washer fluid, hydraulic oil, transmission oil etc.) shall be provided in specific locations to assist the driver/maintenance staff with the operation/maintenance of the vehicle.

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

10.7 Two pairs of red prismatic retroreflectors shall be fitted to the rear of the vehicle and two pairs of amber prismatic retroreflectors shall be fitted to either side of the vehicle.

10.8 The term FIRE AND RESCUE shall be supplied and fitted at the rear and reverse writing of same in the front. Each side of the vehicle shall have sign writing in two languages including call sign, emergency phone number and eThekweni Fire and Safety decals.

12. Miscellaneous items

12.1 The batteries to have a weather proof cover to prevent debris and moisture ingress and shall be mounted in the rear locker in a well-ventilated suitable storage enclosure. Batteries shall be a high capacity maintenance free pair that shall not require auxiliary batteries.

12.2 Battery isolator switch shall be installed close to 12.1.

12.2 Fuel tank, batteries, pneumatic cylinders and hydraulic tank to have structures built around them for safety were the superstructure does not enclose it.

12.3 Bolt on covers for safety where parts are rotating, swinging or of high temperature.

12.5 Bolt on head and tail light guards.

12.6 Front and rear mud flaps.

12.7 One spare wheel to be included per vehicle.

12.8 One spare set of wheels for front and rear axles to be included per vehicle.

12.9 All tyres supplied shall keep their integrity for a minimum of five years.

Maintenance

There must be sufficient information to allow the capture of maintenance schedules in terms of inspections, servicing and replacement of parts. Three hardcopies and three electronic copies of the operating, maintenance, training and spare parts manuals shall be provided, as well as a training manual for each trainee (operator, maintenance staff and driver). Training shall be provided for 8 firemen and 4 mechanics.

Important Notes

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

Applicable standards and specifications

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

ANSI/AWS D1.1 Structural Welding Code

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

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

BS 5135 Metal arc welding of carbon and carbon manganese steels

BS 3923 Methods for ultrasonic examination of welds

BS 2600 Radiographic examination of fusion welded butt joints in steel

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

DIN 1026 Metric channels

ISO R657 Angles

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

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

SANS 064 Preparation of steel surfaces for coating

SANS 763 Hot-dip (galvanized) zinc coatings

SANS 1091 National colour standards for paint

SANS 1431 Weldable structural steels

SABS 1046, SABS 1376 Lights and retro-reflective devices

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

SABS 1329 Rear warning sign (chevron)

SANS 1055 Rear underrun protection device

SANS 1496 Wheel flaps

SABS 1447 Pneumatic braking connections

SANS 3779 Vehicle identification number

Vehicle dimensions NRTA Act no.93 of 1996

Data plates Compulsory Vehicle Standards

ITEM 3: Technical specification for a Fire Fighting Hydraulic Platform Vehicle

1. Scope

The intent of this specification is to provide for a fully operational vehicle, which has a firefighting hydraulic platform which shall operate with a range of 42 meters.

The vehicle with the customization shall be supplied complete and fully assembled in all respects, including standard equipment supplied by the manufacturer and shall comply with the South African Occupational Health and Safety Act, Act 85 of 1993/as amended and the applicable current Road Traffic Legislation. All work on the vehicle including the customisation is to be constructed by a SABS/SANS approved or similar internationally recognised certified body/coach/vehicle manufacturer/ builder. The total operating mass of the vehicle and its customisation should not exceed the trucks legal V rating less 1000 kg. The layout should also ensure that the laden individual axle loads do not exceed the legal limits.

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

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

2. Vehicle

- 2.1 The chassis/body shall be a 6x4 cab truck, with a minimum Gross Vehicle Mass (GVM) of 33 000 kg.
- 2.2 Transmission shall be full automatic or automatic manual.
- 2.3 Minimum diesel engine requirements shall be 6 cylinder with a Euro 3 emission level, 260 kW of power and 1750 Nm of torque.
- 2.4 Minimum wheelbase of 4 500 mm.
- 2.5 Steel suspension.
- 2.6 Nudge bar to be fitted the full width of the cab. Bolt on type and automotive stainless steel cylindrical construction.
- 2.7 ABS brakes is mandatory. Auxiliary braking to be provided through an integrated retarder.
- 2.8 A fully laden minimum grade ability of 30 % shall be expected. Maximum speed of not less than 70 km/hr.
- 2.9 Forward tilt hydraulic actuated cab with safety holding mechanism.
- 2.10 To safely and comfortably accommodate driver and passenger using an equal levelling suspended type seat. To be fully adjustable.
- 2.11 Electric adjustable mirrors.
- 2.12 Driver assist mirrors for front and passenger side of vehicle.
- 2.13 Heater, windscreen demister and air-conditioning system should be adequate for the cab and its occupants.
- 2.14 12v charger sockets.
- 2.15 Fuel tank shall be 150-200 liters with a lockable fuel cap.
- 2.16 Truck fuel management system to remove access water and dirt before delivery to the engine.
- 2.17 Heat sensing engine protection device, mechanical monitoring system to safely shut down engine if engine cylinder head increases to an unsafe temperature.
- 2.18 The vehicle and the customization shall be designed according to these critical specifications or same/better internationally recognised standard (summary of evidence shall be provided):
 - i) SANS 1518 Transport of dangerous goods — Design, construction, testing, approval and maintenance of road vehicles and portable tanks.
 - j) SANS 20013 Surface vehicles. This specification covers the braking system of motor vehicles and trailers. Maximum design speed exceeding 35km/h intended for use on public roads.
 - k) Chapter 16 covers other specifications/standards that shall be adhered to.

3. Material specification

The load bearing items including the main boom shall be made of Domex or equivalent, ladder frame and goose neck shall be made out of structural steel and/or aluminium to withstand the payload and the application. A hard wearing material like Hardox or equivalent shall be used on wearing areas.

4. Construction requirements

4.1 Platform

- 4.1.1 The hydraulic platform shall structural conform to a maximum working height of 42 meters.
- 4.1.2 The platform shall be designed according to these critical specifications (summary of evidence shall be provided): DIN 15120 and prEN1777.
- 4.1.3 Main dimensions are summarised as follows:

Description	Dimension
Working height (including working cage)	42 000 mm
Working height (excluding working cage)	40 000 mm
Working outreach	31 000 mm
Working reach below ground level	5 500 mm
Safe working Load (excluding water discharge)	600 kg
Water discharge capacity	3 800 l/min
Continuous rotation	360 °
Height of laden vehicle	3 900 mm
Length	Maximum of 12 000 mm
Width	2 500 mm

4.2 Main frame (load bearing support for the aerial platform)

Fully welded rectangular steel structure with adequate support and stiffness for operational safety and comfort. It shall be bolted onto the chassis frame such that performance and durability is maintained. Spring loaded bolts shall be fitted to help relieve stress concentrations built during the various movements of the outrigger.

4.3 Stabilising system



- 4.3.1 The stabilising system shall consist of four hydraulically powered outriggers mounted in their

housings in the main frame. The configuration is known as a H system.

4.3.2 Each housing shall be fitted with self-adjustable guides for smooth and accurate movement of the outrigger beam.

4.3.3 The horizontal beam shall be a closed steel profile enclosing the hydraulic system components thus completely protecting those devices from damage.

4.3.4 The stabilizing system shall also include a rear axle locking system.

4.3.5 Retracting of any of the outriggers is automatically prevented as soon as the booms have been lifted from their travelling position. Similarly lifting of the booms from the travelling position is prevented until the outriggers have reached the support width and ground pressure.

4.5 Booms

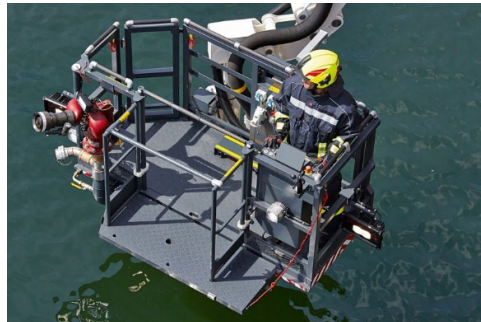
The first boom will provide direct movement with the aid of telescopic movement. The second boom will provide vertical movement of 180 °. The second boom shall provide an up and over capability with a minimum of 8 000 mm through its vertical movement. Maintainable parts should be located underneath removable covers.

4.6 Self-Levelling Turntable

The turntable shall be fully integrated for continuous rotation. Electrical and hydraulic connections shall be accommodated accordingly for movement.

Hydraulic motor, rotation reduction gearing with automatically operated braking system shall be installed for easy maintenance and adjustment.

4.7 Work cage



- 4.7.1 Shall be constructed of tubular profile and welded together.
- 4.7.2 The dimensions shall be L: 1 000 mm x W: 2 000 mm x H: 1100 mm.
- 4.7.3 Two inward opening doors: one at the rear to enable safe access from the deck in travelling position and the other located at the front for safe access in case of a rescue.
- 4.7.4 Two LED floodlights (minimum of 150 mm in diameter), with individual switches, shall be fitted to the front of cage.
- 4.7.5 A shackle type lifting eye shall be located under the cage and shall be capable of lifting a payload of at least 400 kg.
- 4.7.6 Two safety harness attachment points shall be provided at the rear of the cage.
- 4.7.7 The cage shall have a movement range of 45 ° to each side which shall be powered by a hydraulic cylinder with controls in the working cage and at the turntable control panels. The center position of the cage is indicated by a visual indication at both control panels.
- 4.7.8 At the front of the working cage there shall be a rescue platform with safety railing. The dimensions of the rescue platform shall be 1500 mm x 500 mm.

4.8 Intercom

There shall be an intercom system fitted between the turntable and the cage. A loudspeaker and movable microphone in a water proof box at the turntable and a combined microphone and loudspeaker for hands free operation is located in the cage.

4.9 Rescue ladder



- 4.9.1 A stable telescopic rescue ladder system shall be attached onto the right hand side of the booms.
- 4.9.2 The ladder should be able to carry eight people safely.
- 4.9.3 Movement of the ladder shall be automatically synchronized with telescopic movement of the first boom.
- 4.9.4 There shall be a step at the turntable to provide safe access from the ladder down to the decking.

4.10 Control Panel

All controls for the operation of the machine shall be fitted to an automatic illuminated, lockable, water resistant control panel. The controls shall where possible be electronic, and activate the necessary servos (either pneumatic or hydraulic) that will activate the operation. All actions will be fully adjustable at variable speeds for the operation of the machine. A plug in, modular type, control panel is preferred for ease of maintenance.

All servos and valves to be mounted in a safe and easily accessible place for ease of maintenance.

All electrical devices must be splash resistant.

The control panel shall be mounted such that the outriggers are always visible to the operator when operating each side separately.

The unit must have the following controls as a minimum:

- a) starting of chassis engine
- b) stopping of chassis engine
- c) activating PTO/hydraulic pressure
- d) visual indication for fully extended outriggers
- e) visual indication for applied rear axle locking
- f) visual indication for the main current being switched on

- g) operating hour gauge
- h) indications for the fault finding system
- i) switch for the battery driven back-up for the hydraulic system
- j) visual indicators for levelling of the vehicle/in chronometer (longitudinal and transversal)
- k) Hydraulic controls
- l) Emergency safety cut-off switches for the various systems

4.10.1 Control Panel for boom and rotation movements

All control movements must be performed from either control panels.

4.10.2 Control Panel for turntable and working cage

4.10.2.1 The turntable control panel incorporating all control levers and safety system indications shall be fitted with a rotatable lockable position arm at the side of the turntable. Should enable direct access from the decking of the vehicle into the control station.

4.10.2.2 Control station shall be fitted with a weather resistant seat.

4.10.2.3 Both control panels must be the same.

4.10.2.4 At the turntable control panel there is a change-over switch to select the panel from which the operation is controlled.

4.10.2.5 Both control panels shall be fitted with the following: (all marked by clear symbols)

- a) visual and audible indication for exceeding safe working load
- b) visual warning for activation of working cage collision guard system
- c) visual indication for fully extended left outriggers
- d) visual indication for fully extended right outriggers
- e) visual indication for the rescue ladder "safe to climb"
- f) visual indication for the centre position of the booms
- g) visual indication for the centre position of the working cage
- h) starting and stopping of chassis engine
- i) switch for the battery driven back-up for the hydraulic system
- j) joystick control levers for each movement
- k) control lever for cage slewing
- l) emergency stop button
- m) overriding of the automatic working cage levelling system
- n) manual operation for the working cage levelling system
- o) switches for activating the bleed down system

4.10.3 Controls for driver's cab

In addition to the standard functions and controls of the vehicle the below items shall be installed in driver's cab:

- a) visual warning for the main current being switched on.
- b) visual warning for any of the equipment lockers being open.
- c) visual warning for the booms not being fully closed.
- d) visual warning for the rear axle being locked.
- e) visual warning for the outriggers not being fully closed.
- f) switch with visual indication for emergency lights/strobes.
- g) switch with visual indication for siren unit.
- h) microphone for the public address system.

4.10.4 Safety devices

- a) All boom movements shall be limited at extreme points and geometries to prevent unsafe, unstable and possible damaging operation. A two stage safety circuit shall be fitted; the first

stage stopping the specific movement and the second stage deactivating the electric and hydraulic system should the first stage circuit fail.

- b) The major movements, lifting and lowering of the boom, its extensions and at maximums, slow-down devices shall provide smooth deceleration of the movement.
- c) Starting of the chassis engine from any of the control panels of the aerial is prevented unless the gear is shifted to neutral.
- d) The drivers cab shall not be damaged by the first boom. This shall be prevented by a system preventing lowering of the first boom and rotation movement when the first boom is near the driver's cab.
- e) An overload warning shall be fitted to give an audible and visual warning in case of exceeding the safe working load.
- f) A collision guard or sensors are to be fitted to provide additional safety when operating in darkness or in dense smoke. This system stops all movements and gives visual warning when activated.
- g) An emergency stop switch is fitted at both boom control panels to provide immediate and complete "shutdown" of all systems in case of an unexpected emergency.
- h) There shall be a "bleed down" safety system which can be operated from the working cage and turntable control panels. Using this system, the booms can be lowered and the working cage brought down onto the ground even if there is no hydraulic pressure available. Three methods shall be provided, namely: a backup generator, a manual hydraulic pump and engine driven. A switch over valve shall be installed to redirect flow from the outriggers and booms for the manual pumping operation.

4.10.5 Water Way

- a) The water way system must be completely made of stainless steel or a material equivalent to withstand the pressure and UV rays.
- b) The diameter of the water way shall accommodate to deliver 3800 l/min.
- c) There shall be a test point at the top of the water way.
- d) There shall be 2½" inlet/s with a closing valve at each side at the rear of the vehicle from where the line leads through the centre post of the turntable up into the working cage where the water monitor is mounted.
- e) The piping shall be fitted onto the right hand side in a well-protected position between the boom and the rescue ladder.
- f) The centre post shall be mounted in the centre line of the turntable and shall provide continuous rotation even if water supply is simultaneously used.
- g) The piping shall have relief valves mounted underneath of the turntable.
- h) The water way shall have a stainless steel or an equivalent material telescopic water pipe.
- i) Moving sections shall be treated accordingly to provide sustainable reliable function.
- j) Seals between the sections are of low friction type and shall be preferably maintenance free.
- k) On the water way a fixed stainless steel or equivalent pipe shall be installed and the boom pivoting points flexible, specially reinforced 100 mm pressure hose shall be used. All hoses are fixed to the pipe with reliable connections.
- l) Piping ends at the right hand side at the front of the working cage where the water monitor is placed. A 75 mm valve is fitted in the cage to isolate the monitor if required.
- m) There shall be an additional outlet with 65 mm closing valve and coupling for water supply from the cage through an extension hose.
- n) All fire hose couplings shall be BS 336 Aluminium Instantaneous.
- o) On the front underneath of the cage there shall be nozzles for a water spray curtain system to protect cage occupants from heat. Control valve for the curtain system shall be located inside of the cage.

4.10.6 Water monitor



A water monitor shall be connected onto the piping system and placed at the front of the cage on the right hand side just outside of the railing. The monitor shall be made of a suitable material and fitted with jet/fog nozzle with a nominal capacity of 3800 l/min.

4.10.7 Superstructure

Body handrails shall be provided and shall consist of two (2) lengths of anodized aluminum.

All side compartment doors shall be constructed using a box pan configuration hinged doors, properly sealed to be water and dust proof and shall be fitted with stainless steel D-ring style twist lock door latches recessed inside the double door pan.

All doors are fitted with automatic switches activating the lights as soon as the door is opened and also activating the warning in driver's cab to indicate that all doors are not fully closed.

To provide easy access from the ground level there are steps covered by non-slip aluminum plating (Vastrap) at each side of the vehicle. At the end of the steps there are railings made of anodized aluminum to assist when climbing.

The body shall have a body side protection rub rail along the length of the body on each side and at the rear.

All items in chapter 4 must be thoroughly sealed with an approved sealer to prevent rusting between mating surfaces and drain holes must be provided in areas where water can accumulate. Any floor that persons will use on the body should be coated with a hard wearing, slip resistant material (Vastrap).

5. Lighting

5.1 LED clearance lights and reflectors shall include two (2) red clearance lights, four (4) red rectangular reflectors, two (2) amber rectangular reflectors, and three (3) red marker lights centered at the rear step, recessed in the rub rail.

5.2 Red, amber and clear premium quality equal light unit incorporating 30 LEDs or more approx. 100 mm in diameter that are screwed into position with a stainless steel flange shall be installed on each side of the vehicle rear. Light functions shall include running and brake lights, turn signal lights and reverse lights respectively.

5.3 One LED (1) 100mm light shall be mounted in each body compartment and shall be wired to a master on/off rocker switch on the cab dash. The light shall be in a resilient shock absorbent mount for improved bulb life. The wiring connection shall be made with a weather resistant plug in style connector. A compartment light with a switch shall be installed to illuminate the pump area for service.

5.4 A license plate light shall be installed on the rear of the vehicle.

5.5 Two (2) LED lights shall be mounted under a light shield directly above each pump panel. The work light switch in the cab shall activate the lights when the park brake is set.

5.6 The vehicle shall have sufficient lights to properly illuminate the work areas, steps, walkways and ground areas around the apparatus. Areas under the driver and crew area exits shall be activated automatically when the exit doors are opened. Ground area lights shall be switched from the cab dash with the work light switch.

5.7 Two (2) red LED lights with illuminated domes shall be mounted on the cab roof of the vehicle.

5.8 Two (2) red LED lights with illuminated domes shall be mounted at the rear of the vehicle

5.9 Two (2) red LED warning lamps shall be fitted to the front grill and rear panel on vehicle and shall have a dimension of 78 x 185 x 33mm and shall have 6 rows of 9 ultra-bright 5 mm wide angle LED's and shall be fitted with an internal flasher system

6. Hydraulic system

6.1 In respect of the hydraulic tank the following shall be required:

6.1.1 To be constructed of automotive stainless steel.

6.1.2 To be fitted to an accessible side on the truck chassis, low enough that the body height does not impede the maintenance staff filling oil to tank.

6.1.3 To be fitted with a bump guard from externalities.

6.1.4 To be fitted with a front mounted sight glass for visual oil level inspection. Glass should be marked minimum and maximum accordingly with levels of fluid in the tank.

6.1.5 Must have a filler cap strainer & filter into filler base and filler cap assembly.

6.1.6 Oil capacity shall be sufficient for maximum performance of hydraulic cylinders and have a cooler as system will operate for extended periods of time due to the application of the vehicle.

6.2 Must have an inline filter with a blockage indicator fitted onto the pressure side of hydraulic pump, before the solenoid valve system.

6.3 The hydraulic valves shall be grouped together for ease of maintenance.

6.4 Test points for testing hydraulic pressures shall be fitted and grouped together.

6.5 Where possible steel tubing, which shall be treated with suitable corrosion protection, in lieu of rubber hosing shall be used for hydraulic lines.

6.6 All hydraulic fittings shall be wrapped with a petrolatum impregnated tape or sprayed with a petrolatum primer to prevent corrosion.

6.7 Hydraulic controls for the operation of all operations shall be fitted in a user friendly manner allowing for ease of operation.

6.8 The controls shall where possible be electronic, and activate the necessary servos (either pneumatic or hydraulic) that will activate the operation. All actions will be fully adjustable at variable speeds for the operation of the hydraulics. A plug in, modular type, control panel is preferred for ease of maintenance.

6.9 Without any operation of the aerial device, the pump rotates on minimum flow and minimum pressure. When the systems are activated the flow and pressure will adjust accordingly. When multiple systems are in use the priority valve shall accommodate equal operation.

6.10 Pump and hydraulic cylinders shall meet the demands for the application.

6.11 All load bearing hydraulic cylinders must be fitted with lock valves integrated into the cylinder structure to prevent the booms, the working cage or the outriggers from retracting in case of a pipe or hose failure.

6.12 There shall be a battery driven hydraulic pump which provides an independent means of power in case of failure of the main engine. The system can be started from all control panels thus providing an immediate back-up in a case of a failure at a fire or similar immediate emergency.

7. Power Take Off (PTO)

7.1 The PTO drive assembly shall be approved by the OEM mechanically and electrically for use on the engine and the wiring systems of the vehicle for the engagement of the PTO drive. Any modifications to the vehicle to accommodate the P.T.O. must be approved by the truck manufacturer and not affect the trucks warranty in any way.

7.2 The engine and transmission must not be harmed by use of the PTO.

7.3 The fitment of the P.T.O. should not negatively impact on the vehicles ground clearance.

7.4 Electronic control module and wiring harness which incorporates the "Rev Up Limiter" must be integrated into the existing OEM vehicle using the OEM 24 Volt system.

7.5 The PTO must only run when the PTO switch is engaged. The system will not allow the PTO to be engaged if the vehicle is in gear or if the handbrake is not engaged.

7.6 The accelerator pedal cannot be used, while the PTO is engaged.

8. Metal Preparation and Painting Procedure

The following procedure must be adhered to:

8.1 Descale all metal surfaces

8.2 Grind down & smooth all rough edges

8.3 Thoroughly clean all surfaces

8.4 Prime the chassis and all components including the aerial platform customization using a two component self-curing inorganic zinc ethyl silicate or two component zinc rich polyamide cured epoxy primer.

8.5 Paint and primer film thickness (color coat) must not be less than 100 microns each.

8.6 All booms to be painted from inside.

8.7 To provide very high corrosion resistance hollow structures such as steel profiles of the working cage, working cage support, cage boom and outrigger beams and housings are treated with anti-corrosion protection.

9. Colors

Working cage support, boom sections, turntable and related cylinders	White RAL 9010
Mainframe, outriggers and bodywork	Chrome Yellow RAL 1023
Cab	Chrome Yellow RAL 1023

6. Electrical

All additional electrical circuits are to be suitably fused and must not interfere with or adversely affect the existing electrical system.

10.1 A Federal PA300 100-watt solid state electronic siren with attached noise-cancelling microphone shall be installed. Operating modes shall include Hi-Lo, yelp, wail; P.A., air horn.

10.2 Reversing camera, buzzer and warning light to be installed when reverse gear is engaged.

10.3 Battery isolator switch.

10.4 Uninterrupted power supply points shall be made available for the vehicle tracking and fuel master monitoring system.

10.5 When the main current is switched on, yellow flashing warning lights located at each outrigger boom pivoting point and underneath of the working cage are automatically switched on.

10.6 Wiring shall be individually and permanently function and color-coded.

- 10.7 All wiring looms shall be properly supported and attached to body members along the entire run. At any point where wire or looms must pass through metal, rubber grommets shall be installed to protect the wire from abrasion.
- 10.8 Electrical connections in exposed areas shall be made using heat shrink or weather proof connections. All circuits shall be protected with automatic reset circuit breakers.
- 10.9 All electrical equipment switches shall be mounted on a switch panel mounted in the cab convenient to the operator. Light switches shall be of the rocker type with integral indicator light to show when the circuit is energized. All switches shall be appropriately identified as to function.

11. Signage and Markings

- 11.1 Data plates shall be fitted labelling the storage areas and capacity. Safe working loads should be labelled where necessary:
- The hydraulic system indicating tank capacity, system pressure, fluid type/grade, hydraulic cylinder specifications and test criteria.
 - Safe working loads to be clearly labeled on all structures on both sides.
 - Safety, operation, technical data, dates of manufacture, manufacturer's details etc.
- 11.2 Safety, operation, technical data, dates of manufacture, manufacturer's details etc.
- 11.3 50% Chevron to be fitted section above rear underrun bumper and plastic mudguards to the rear wheels both conforming with the appropriate SABS/SANS standard.
- 11.4 Durable, ultraviolet resistant and weather resistant warning signs shall be provided at all locations of the vehicle that impose a danger to persons.
- 11.5 Durable, ultraviolet resistant and weather resistant information signs shall be provided in specific locations to assist the driver/maintenance staff with the operation/maintenance of the vehicle.
- 11.6 Retro-reflective tape shall be fitted to both sides and the rear of the vehicle as well as the rear bumper.
- 11.7 Striping: 100mm white stripe along the entire length of vehicle with 30mm reflective green above and below the stripe.
- 11.8 Allowance to be made for eThekweni Fire and Emergency on both sides.

12. Miscellaneous items

- 12.1 4 x wooden outrigger ground pads with carrying handles.
- 12.2 2 x Working range diagrams, one at the turntable, one in the cage
- 12.3 1 x Marking of safe working load in the cage
- 12.4 2 x Unit type marked at the boom
- 12.5 1 set Warning labels and instruction plates
- 12.6 1 x Plug for 12V working light at the turntable and in the cage
- 12.7 1 x 12 V working light with universal bracket
- 12.8 1 x Hydraulic pressure gauge for testing
- 12.9 2 x Metal wheel chocks with handles
- 12.10 2 x 9kg DCP extinguishers
- 12.11 All front and rear main lights and emergency lights shall have safety guards installed.

13. Training, Maintenance and Guarantee

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

There must be sufficient information to allow the capture of maintenance schedules in terms of inspections, servicing and replacement of parts. Three hardcopies and three electronic copies of the operating, maintenance, training and spare parts manuals shall be provided, as well as a manual for each person attending the certified courses. Certified courses for 8 operators and for 5 workshop personnel for operation and maintenance shall be expected.

14. Important Notes

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

15. Applicable standards and specifications

The following, not necessarily comprehensive, list of standard specifications are relevant (latest revisions to be adhered to). Where standards are specific to South Africa a same/better internationally recognized standard shall be used.

ANSI/AWS D1.1 Structural Welding Code

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

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

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ISO R657 Angles

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

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

SANS 064 Preparation of steel surfaces for coating

SANS 763 Hot-dip (galvanized) zinc coatings

SANS 1091 National color standards for paint

SANS 1431 Weldable structural steels

SABS 1046, SABS 1376 Lights and retro-reflective devices

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

SABS 1329 Rear warning sign (chevron)

SANS 1055 Rear underrun protection device

SANS 1496 Wheel flaps

SABS 1447 Pneumatic braking connections

SANS 3779 Vehicle identification number

Vehicle dimensions NRTA Act no.93 of 1996

Data plates Compulsory Vehicle Standards

COMPULSORY QUESTIONNAIRE

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

Can your company adhere to the following specifications when supplying a 4x2 rescue pumper vehicle?	Yes / No	If Yes, please provide proof. Appendix no. with submission.
<p><u>Compulsory items:</u></p> <ul style="list-style-type: none"> • Are you an OEM/Certified agent/SABS/SANS certified supplier of vehicles? • Are you an OEM/Certified agent/SABS/SANS certified manufacturer of truck bodies? • Can the relevant documents be provided for Section 6, SCC 10.1 and ACC1 with the vehicles? <ul style="list-style-type: none"> ○ Detailed maintenance manual ○ Operating manual ○ Training manual ○ Spares manual ○ Electrical wiring circuit/diagram ○ Design report showing that the criteria for SANS 1518 has been met. ○ A CAD model in .STEP format for the customisation either on CD or USB (where applicable). ○ Quality management plan and documents • Has Section 6, SCC 10.1.2 been submitted for the tender? <ul style="list-style-type: none"> ○ An assembly drawing indicating the general arrangement of the body and the subassemblies making up the customization. ○ A vehicle product catalogue with specifications. ○ A mass distribution diagram of the loading forces in relation to the vehicle chassis and axles. ○ Design calculations (where applicable) showing supplied systems are operating safely. • Can the warranty obligations be met in Section 6, 15.2 (Terms and conditions shall be submitted); <ul style="list-style-type: none"> ○ 2 years for systems (electrical, pneumatic, hydraulic etc.)? ○ 5 years for chassis cab and steel structures? ○ 10 years for the water tank? ○ 10-year anti corrosion? • Have the returnable documents from Sections 3 and 4 being provided? • Have you provided references of your previous work experience? 		

<p><u>Chassis cab items</u></p> <ul style="list-style-type: none"> • What is the vehicle make and model? (technical catalogue to be supplied) • and can criteria in Section 7, chapter 2 be met without any exclusions? • Integrated crew cab? • Engine Euro rating? (3-5 recommended) • Power and torque? (200 kW and 800 Nm recommended respectively) • Fully automatic transmission? • Has the GVM being met (15 000 kg)? (specify amount) • ABS braking? • Retarder operated via foot brake pedal? • CANBUS access? 		
<p><u>Superstructure:</u></p> <ul style="list-style-type: none"> • Can the superstructure be designed to safety factors of SANS 1518 or better? • What material is being used for the fabrication? <ul style="list-style-type: none"> ○ Superstructure ○ Water tank ○ Roller doors ○ Water ways and fittings/couplings • What is the capacity of the water tank? (minimum 3 000 liters) • Is the tank capacity and placement optimal for the GVM? (please explain in load diagram). • Water tank, pump, waterways and hoses suitable for grey and salt water? • What pump is being supplied? (technical catalogue to be supplied) • Can the PTO sustain long durations of use? (10-hour shift) • Can Section 7, chapter 4 requirements be met without exclusions? • Can Section, chapters 5 to 12 requirements be met without exclusion? 		
<p><u>Specifications and standards</u></p> <p>Are supplied products and system/s in accordance and recognized by the relevant SABS/SANS specification/standard?</p>		

Can your company adhere to the following specifications when supplying a 4x2 water carrier vehicle?	Yes / No	If Yes, please provide proof. Appendix no. with submission.
<p>Compulsory items:</p> <ul style="list-style-type: none"> • Are you an OEM/Certified agent/SABS/SANS certified supplier of vehicles? • Are you an OEM/Certified agent/SABS/SANS certified manufacturer of truck bodies? • Can the relevant documents be provided for Section 6, SCC 10.1 and ACC1 with the vehicles? <ul style="list-style-type: none"> ○ Detailed maintenance manual ○ Operating manual ○ Training manual ○ Spares manual ○ Electrical wiring circuit/diagram ○ Design report showing that the criteria for SANS 1518 has been met. ○ A CAD model in. STEP format for the customisation either on CD or USB (where applicable). ○ Quality management plan and documents • Has Section 6, SCC 10.1.2 been submitted for the tender? <ul style="list-style-type: none"> ○ An assembly drawing indicating the general arrangement of the body and the subassemblies making up the customization. ○ A vehicle product catalogue with specifications. ○ A mass distribution diagram of the loading forces in relation to the vehicle chassis and axles. ○ Design calculations (where applicable) showing supplied systems are operating safely. • Can the warranty obligations be met in Section 6, 15.2 (Terms and conditions shall be submitted); <ul style="list-style-type: none"> ○ 2 years for systems (electrical, pneumatic, hydraulic etc.)? ○ 5 years for chassis cab and steel structures? ○ 10 years for the water tank? ○ 10-year anti corrosion? • Have the returnable documents from Sections 3 and 4 being provided? • Have you provided references of your previous work experience? 		
<p>Chassis cab items</p> <ul style="list-style-type: none"> • What is the vehicle make and model? (technical catalogue to be supplied) 		

<ul style="list-style-type: none"> • and can criteria in Section 7, chapter 2 be met without any exclusions? • Integrated crew cab? • Engine Euro rating? (3-5 recommended) • Power and torque? (180 kW and 800 Nm recommended respectively) • Fully automatic transmission? • Has the GVM being met (16 000 kg)? (specify amount) • ABS braking? • Retarder operated via foot brake pedal? • CANBUS access? 		
<p><u>Superstructure:</u></p> <ul style="list-style-type: none"> • Can the superstructure be designed to safety factors of SANS 1518 or better? • What material is being used for the fabrication? <ul style="list-style-type: none"> ○ Superstructure ○ Water tank ○ Roller doors ○ Water ways and fittings/couplings • What is the capacity of the water tank? (minimum 7 000 liters) • Is the tank capacity and placement optimal for the GVM? (please explain in load diagram). • Water tank, pump, waterways and hoses suitable for grey and salt water? • What pump is being supplied? (technical catalogue to be supplied) • Can the PTO sustain long durations of use? (10-hour shift) • Is the PTO closed coupled or shaft driven or can both options be quoted on? • How does the PTO achieve “pump and roll” operation? (please describe in detail) • Can Section 7, chapter 4 requirements be met without exclusions? • Can Section, chapters 5 to 12 requirements be met without exclusion? 		
<p><u>Specifications and standards</u></p> <p>Are supplied products and system/s in accordance and recognized by the relevant SABS/SANS/NFPA specification/standard?</p>		

Can your company adhere to the following specifications when manufacturing firefighting hydraulic platform Vehicle?	Yes / No	If Yes please provide proof
<p><u>Compulsory items:</u></p> <ul style="list-style-type: none"> • Are you an OEM/SABS/SANS/Internationally certified manufacturer of truck bodies? • Can the relevant documents be provided for Section 6, SCC 10.1 and ACC1 and has SCC 10.2 been submitted for the tender? • Can the warranty obligations be met in Section 6, 15.2? (Provide conditions) • Can the service plan be provided in Section 6, 15.2? (Provide conditions, schedule and terms and conditions) 		
<p><u>Vehicle items</u></p> <ul style="list-style-type: none"> • Vehicle make and model and can criteria in Section 7, chapter 2 be met without any exclusions? • Designed to SANS 1518 or same/better internationally recognized standard? • Designed to SANS 20013 or same/better internationally recognized standard? • Platform designed to DIN 15120 and prEN1777? 		
<p><u>Specialized systems:</u></p> <ul style="list-style-type: none"> • Is Domex steel and aluminum or better used? • Safety systems for boom movement? (specify details with data) • Safety access ladders, walkways (lined with non-slip material) with safety railings? • Water delivery at 3800 l/min? • Parameters are met or better? (provide minimum and maximum working parameters) • Axle locking device? (what method is used) • Boom water way system? (stainless steel or equivalent) 		
<p><u>Operating capacity</u></p> <ul style="list-style-type: none"> • Payload minimum of working cage (specify amount)? • Hydraulic operated platform range (specify amount and parameters)? • Hydraulic system capacity for the payload (specify details)? • Backup systems for hydraulics (minimum of 2)? (specify details) 		
<p><u>Sub systems and miscellaneous items</u></p> <ul style="list-style-type: none"> • Can items in section 7, chapter 4,5,6,7,8,9,10,11,12 and 13 in the technical specification be met without any exclusions? 		

Specifications and standards

Are supplied products and system/s in accordance and recognized by the relevant SABS/SANS or same better internationally recognized specification/standard?

SECTION 8: BILL OF QUANTITIES / SCHEDULE OF ACTIVITIES

Bidders shall itemise their total price as per below tables.

Options A-C shall be the complete vehicle including the chassis cab (with the different Euro engines as choices), accessories, structural work and all components and systems to complete the subsystems to provide a fully operational specialised vehicle.

The minimum acceptable Euro Standard for this bid is EURO 3(which will be used for evaluation purposes), however bidders that have models with Euro 4 and 5 are encouraged to also include those offers as part of their bid.

Bidder can provide two pricing schedules with Item 2.1 being a 4x2 water carrier vehicle equipped with a close coupled PTO system and Item 2.2 being a 4x2 water carrier equipped with a shaft driven PTO system. Bidder can bid on either or both if offered and make remarks in the questionnaire and submission.

Item 1: 4x2 Rescue pumper vehicle	Price per item	Remarks
Vehicle (chassis cab)		
Vehicle accessories for chassis cab		
Water tank		
PTO (with cooling system if required)		
Rescue pump		
Superstructure (lockers, roller doors, fold down steps etc.)		
Electrical systems (lights, additional lighting, control systems/panel, siren and PA system etc.)		
Spare set of wheels		
Finishing; paint and signage		
All relevant miscellaneous items, consumables and hydraulic oil.		
Certified training (8 firemen and 4 mechanics)		
Delivery, homologation, licensing with exemption and commissioning.		
Item 1A: Complete vehicle (Euro 3) with superstructure and customisation		
Item 1B: Complete vehicle (Euro 4) with superstructure and customisation		
Item 1C: Complete vehicle (Euro 5) with superstructure and customisation		

Item 2.1: 4x2 Water carrier vehicle (Close coupled PTO)	Price per item	Remarks
Vehicle (chassis cab)		
Vehicle accessories for chassis cab		
Water tank		
PTO (with cooling system if required)		
Rescue pump		
Superstructure (lockers, roller doors, fold down steps etc.)		
Electrical systems (lights, additional lighting, control systems/panel, siren and PA system etc.)		
Spare set of wheels		
Finishing; paint and signage		
All relevant miscellaneous items, consumables and hydraulic oil.		
Certified training (8 firemen and 4 mechanics)		
Delivery, homologation, licensing with exemption and commissioning.		
Item 2.1A: Complete vehicle (Euro 3) with superstructure and customisation		
Item 2.1B: Complete vehicle (Euro 4) with superstructure and customisation		
Item 2.2C: Complete vehicle (Euro 5) with superstructure and customisation		

Item 2.2: 4x2 Water carrier vehicle (Shaft driven PTO)	Price per item	Remarks
Vehicle (chassis cab)		
Vehicle accessories for chassis cab		
Water tank		
PTO (with cooling system if required)		
Rescue pump		
Superstructure (lockers, roller doors, fold down steps etc.)		
Electrical systems (lights, additional lighting, control systems/panel, siren and PA system etc.)		
Spare set of wheels		
Finishing; paint and signage		
All relevant miscellaneous items, consumables and hydraulic oil.		
Certified training (8 firemen and 4 mechanics)		
Delivery, homologation, licensing with exemption and commissioning.		
Item 2.1A: Complete vehicle (Euro 3) with superstructure and customisation		
Item 2.1B: Complete vehicle (Euro 4) with superstructure and customisation		
Item 2.2C: Complete vehicle (Euro 5) with superstructure and customisation		

Item 3: Fire Fighting Hydraulic Platform Vehicle	Price per item	Remarks
Vehicle		
Vehicle accessories		
Body customization (structural work)		
Hydraulic platform (turntable, ladder, water systems, working cage, water monitor etc.)		
Hydraulic system (pump, tank, cylinders, valves, filters, piping and accessories)		
Hydraulic controls		
Power take off (PTO) unit		
Electrical and backup systems		
Finishing, relevant consumables and hydraulic oil.		
Delivery, training, licensing and commissioning.		
Item 3A: Complete vehicle (Euro 3) with superstructure and customisation		
Item 3B: Complete vehicle (Euro 4) with superstructure and customisation		
Item 3C: Complete vehicle (Euro 5) with superstructure and customisation		

SECTION 9: OFFICIAL TENDER FORM

Part A: OFFER BY TENDERER - In response to **Tender Number : 1J - 21721** I / we hereby offer to supply the goods / services detailed hereunder in accordance with the Technical Specification, and subject to the Standard and Special Conditions of Tender (Goods/Services), and General and Special Conditions of Contract, which accompanied your Tender (with which I / we acknowledge myself / ourselves to be fully acquainted) at the price stated below, or in the case of individual rates are indicated in Section 8 : Bill Of Quantities / Schedule of Rates / Activities.

Item 1: 4x2 Rescue pumper vehicle	Price excl. vat	Price incl. vat
Item 1A: Complete vehicle (Euro 3) with superstructure and customisation		
Item 1B: Complete vehicle (Euro 4) with superstructure and customisation		
Item 1C: Complete vehicle (Euro 5) with superstructure and customisation		

Item 2.1: 4x2 Water carrier vehicle (Close coupled PTO)	Price excl. vat	Price incl. vat
Item 2.1A: Complete vehicle (Euro 3) with superstructure and customisation		
Item 2.1B: Complete vehicle (Euro 4) with superstructure and customisation		
Item 2.1C: Complete vehicle (Euro 5) with superstructure and customisation		

Item 2.2: 4x2 Water carrier vehicle (Shaft driven PTO)	Price excl. vat	Price incl. vat
Item 2.2A: Complete vehicle (Euro 3) with superstructure and customisation		
Item 2.2B: Complete vehicle (Euro 4) with superstructure and customisation		
Item 2.2C: Complete vehicle (Euro 5) with superstructure and customisation		

Item 3: Fire Fighting Hydraulic Platform Vehicle	Price excl. vat	Price incl. vat
Item 3A: Complete vehicle (Euro 3) with superstructure and customisation		
Item 3B: Complete vehicle (Euro 4) with superstructure and customisation		
Item 3C: Complete vehicle (Euro 5) with superstructure and customisation		

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

eThekwini Vendor Portal Registration Number: PR

C.S.D Registration Number: MAAA

S.A.R.S Pin Number: _____

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

Declaration of Interest

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

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

* **Signature :** _____ * **Name (capitals):** _____

Date: _____ **Capacity:** _____

* **Name of Business:** _____ **Tel:** _____

Address: _____ **Fax:** _____

* Denotes Mandatory Information

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

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

Signature: _____ **Name (capitals):** _____

Date: _____ **Capacity:** _____

SECTION 10: ANNEXURES (if applicable)

Insert as required