



INVITATION TO BID

(In terms of the Supply Chain Management Regulations (Government Gazette 27636 of 30 May 2005))

BID NO: RDM2023-021A2

SUPPLY AND DELIVERY RESCUE PUMPER FOR DR RUTH S MOMPATI DISTRICT MUNICIPALITY (RE ADVERT)

Closing Date and Time: Friday, 13 September 2024 at 12H00 at 12H00

NAME OF BIDDER:		Bidder VAT registered?
TOTAL BID PRICE (INCL VAT): (Brought forward from MBD 3.1)		Yes: <input type="checkbox"/> No: <input type="checkbox"/>

Please note that it is compulsory for all service providers to complete the above required information



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1. BID CHECKLIST

Bidders are to use this checklist to ensure that the bid documentation is complete for administrative compliance. The bidder is to indicate that the documentation is complete and included in the bid document by completing the table below.

Tick to indicate that the information is included

Item	Description	Yes	No	n/a
1.	Is your business registered as accredited prospective supplier with the DR RUTH S MOMPATI DISTRICT MUNICIPALITY?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Is the bid document administration fee paid and a copy of the receipt attached to the bid document?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Did you read and understand all pages of the bid document?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Did you complete the bid documents in black ink?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Did you provide a certified copy of your company registration and VAT registration certificates?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	Did you provide a certified copy of your identity document in case of sole proprietorship?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	Did you provide registration certificate pertaining to the relevant industry e.g. (Electrical Contractors Board), if applicable?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	Did you provide a covering letter?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.	Did you provide an original and valid tax clearance certificate? (MBD2)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.	Did you complete and sign the Bid Declaration Form? (section 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.	Where applicable, is the resolution taken the Board of Directors/Members/Partners completed and signed? (section 4)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12.	Where applicable, is the resolution taken the Board of Directors of a Consortium or Joint Venture completed and signed? (section 5)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13.	Is invitation to bid completed and signed?(MBD 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14.	Is the Declaration of Interest completed and signed? (MBD 4)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15.	Is the Declaration of Bidder's Past Supply Management Practices completed and signed? (MBD 8)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16.	Is the Certificate of Independent Bid Determination completed and signed? (MBD 9)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17.	Did you complete and sign the Previous Work Experience of a Similar Nature section? (section 9)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18.	Is the Preference Points Claim Form in Terms of the Preferential Procurement Regulation 2011 completed and signed? (MBD 6.1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19.	Did you provide an original and valid B-BBEE status level verification certificate or a certified copy thereof or, if you qualify as an EME, did you provide a verification certificate? (MBD 6.1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20.	Does the product/service offered conform to the Bid Specifications?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21.	Is Pricing Schedule completed?(MBD 3.1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22.	Where applicable, is the Declaration for Procurement Above R10 million (all applicable taxes included) completed and signed? (MBD 5)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23.	Did you attach the annual financial statements as required in MBD 5? (For Procurements above R10 million)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2. SPECIAL CONDITIONS OF BID

1. The Municipality's document must be kept as supplied and submitted with all schedules / forms fully completed.
2. Any other documents, certificates etc. must be attached as an annexure to the official Municipal document.
3. Where the Municipality's official document is taken apart and not submitted as supplied, the bid might be rejected.
4. Schedules / forms not duly completed and signed by the bidder will result in a bid not being considered.
5. All Forms of Special Conditions in Specifications should be included.
6. The bid document must be completed in black ink, and prices must be VAT inclusive, unless otherwise specified.
7. The lowest or any Bid will not be necessarily be accepted, and the DR RUTH S MOMPATI DISTRICT MUNICIPALITY reserves the right to accept the whole or any portion of a Bid.
8. All prices and details must be legible to ensure the bid will be considered for adjudication.
9. Corrections may not be made by means of correction fluid such as Tip – Ex, or any other similar product. In the event of a mistake being made, it should be crossed out in ink and be accompanied by a full signature at each and every alteration. The Municipality reserves the right to reject the bid if corrections are not made in accordance with the above.
10. All bid documents must include the following documents:
 - Receipt (original) for bid documents;
 - Certified copies of cc/co registration certificates;
 - Certified copy of Identity document in the case of sole proprietorship;
 - Original or certified copy of B-BBEE status level verification certificate; and
 - Original copies of Tax clearance certificates.
 - Central Supplier Database
11. The bidder may submit a comprehensive company profile, for example the founding company statements, as well as a detailed exposition of previous work done.
12. Bidders are required to be registered on the DR RUTH S MOMPATI DISTRICT MUNICIPALITY's Supplier Database. Consultants are required to be registered on the Municipality's Consultant Roster System (Application forms are obtainable from the Finance Department of the Municipality).
13. No bid forwarded by e – mail, telegram, telex, facsimile or similar apparatus will be considered.
14. Late bids shall not be admitted for consideration.
15. Bids must be properly received and deposited in the bid box of the DR RUTH S MOMPATI DISTRICT MUNICIPALITY on or before **12:00 on Friday, 13 September 2024 at 12H00**. Bid offers must be submitted in a sealed envelope properly marked in terms of the bid number and bid description, at the offices of the Municipality situated at 34 Church Street, VRYBURG, 8601.
16. Copyright / Patent Rights – Copyright in any document produced, and the patent rights or ownership in any plant, machinery, thing, system or process designed or devised, by a consultant in the course of the consultancy service is vested in the DR RUTH S MOMPATI DISTRICT MUNICIPALITY.

3. BID DECLARATION

1. I/we Mr/Mrs/Messrs _____ duly assigned to represent the bidder for the purpose of this bid, hereby bid to supply the goods and/or render services described in the attached documents to the DR RUTH S MOMPATI DISTRICT MUNICIPALITY on terms and conditions stipulated in this bid and in accordance with the specifications stipulated in the bid documents (which shall be taken as part of, and incorporated into this bid) at the prices reflected in the Pricing Schedule.
2. I/we agree that this offer shall remain valid for a period of **120 days** commencing from the closing date and time of this bid.
3. I/We further agree that:
 - 3.1 This bid and its acceptance shall be subject to the terms and conditions contained in the in the DR RUTH S MOMPATI DISTRICT MUNICIPALITY's Supply Chain Management Policy;
 - 3.2 if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the DR RUTH S MOMPATI DISTRICT MUNICIPALITY may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the DR RUTH S MOMPATI DISTRICT MUNICIPALITY and I/we will then pay to the DR RUTH S MOMPATI DISTRICT MUNICIPALITY any additional expense incurred by the DR RUTH S MOMPATI DISTRICT MUNICIPALITY having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid; the DR RUTH S MOMPATI DISTRICT MUNICIPALITY shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss the DR RUTH S MOMPATI DISTRICT MUNICIPALITY may sustain by reason of my/our default;
 - 3.3 If my/our bid is accepted the acceptance may be communicated to me/us by letter or order by certified mail or registered mail. Such posting shall be deemed to be proper service of such notice with effect from the date of posting/dispatch of such notice;
 - 3.4 The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and that I/we choose *domicilium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served at (full street address of this place):

4. I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
5. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of this contract.
6. I/we agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me/us as a result of such action.
7. I/we declare that I/we have participation/no participation* in the submission of any other offer for the supplies/services described in the attached documents. *If in the affirmative, state name(s) of bid(s) involved.

Name of Bidder: _____

Signature _____

4. RESOLUTION TAKEN BY THE BOARD OF DIRECTORS / MEMBERS / PARTNERS

RESOLUTION of a meeting of the Board of Directors / Members / Partners of

(Name of Bidder)

Held at _____ On _____
(Place) (Date)

RESOLVED THAT:

1. The enterprise submits a Bid to the DR RUTH S MOMPATI DISTRICT MUNICIPALITY in respect of the following project:

SUPPLY AND DELIVERY RESCUE PUMPER FOR DR RUTH S MOMPATI DISTRICT MUNICIPALITY (RE ADVERT)

2. Mr/Mrs/Ms _____

In his/her capacity as _____ and who will
sign as follows:

(Specimen Signature)

be, and is hereby, authorised to sign the Bid and/or all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any contract, and/or all documentation resulting from the award of the bid to the enterprise mentioned above.

Note: The resolution must be signed by all the directors or members/partners of the bidding enterprise. Should the space provided below not be sufficient for all directors to sign, please provide a separate sheet in the same format as below.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			

Enterprise Stamp

5. RESOLUTION TAKEN BY THE BOARD OF DIRECTORS OF A CONSORTIUM OR JOINT VENTURE

RESOLUTION of a meeting of the Board of Directors / Members / Partners of

(Name of Bidder)

Held at _____ On _____
(Place) (Date)

RESOLVED THAT:

1. The enterprise submits a Bid to the DR RUTH S MOMPATI DISTRICT MUNICIPALITY in respect of the following project:

SUPPLY AND DELIVERY RESCUE PUMPER FOR DR RUTH S MOMPATI DISTRICT MUNICIPALITY (RE ADVERT)

As a Consortium/Joint Venture comprising *(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)*

(Enterprise full Name and Registration Number)

(Enterprise full Name and Registration Number)

2. Mr/Mrs/Ms _____

In his/her capacity as _____ and who will sign as follows:

(Specimen Signature)

be, and is hereby, authorised to sign the Bid and/or all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any contract, and/or all documentation resulting from the award of the Bid to the **Consortium/Joint Venture** enterprise mentioned above.

3. The enterprise in the form of a consortium or joint venture accept jointly and several liability with parties under item 1 above for the fulfilment of the obligations of the joint venture deriving from, and in any way connected with the contract to be entered into with the DR RUTH S MOMPATI DISTRICT MUNICIPALITY in respect of the project described above under item 1.
4. The **Consortium/Joint venture** enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and contract with the DR RUTH S MOMPATI DISTRICT MUNICIPALITY in respect of the project under item 1:

(Physical Address)

Note: The resolution must be signed by all the directors or members / partners of the bidding enterprise. Should the space provided below not be sufficient for all directors to sign, please provide a separate sheet in the same format as below.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			

Enterprise Stamp

6. INVITATION TO BID (MBD 1)

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DR RUTH S MOMPATI DISTRICT MUNICIPALITY

BID NUMBER: RDM2023-021A2
CLOSING DATE AND TIME: Friday, 13 September 2024 at 12H00
BID DESCRIPTION: SUPPLY AND DELIVERY RESQUE PUMPER FOR DR RUTH S MOMPATI DISTRICT MUNICIPALITY

The Successful bidder will be required to fill in and sign a written Contract Form (MDB 7)

NB: Bids must be properly received and deposited in the bid box of the DR RUTH S MOMPATI DISTRICT MUNICIPALITY on or before the closing date and before the closing time. Bid offers must be submitted in a sealed envelope properly marked in terms of the bid number and bid description as indicated above. No bid offers will be accepted via e-mail, facsimile (fax) or telegram.

BID DOCUMENTS MAY BE POSTED TO:

P.O. Box 21
 VRYBURG
 8600

OR

DEPOSITED IN THE BID BOX SITUATED AT:

34 Church Street
 VRYBURG
 8601

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

The bid box is available during office hours (Monday to Friday, 07H30 to 16H15).

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER

FACSIMILE NUMBER CODE.....NUMBER.....

E-MAIL ADDRESS

VAT REGISTRATION NUMBER.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? (MBD 2) *YES / NO
* Delete if not applicable

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1) *YES / NO
* Delete if not applicable

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

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

(Tick applicable box)

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

ARE YOU THE ACCREDITED REPRESENTATIVE
IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED? *YES / NO
* Delete if not applicable
(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE R.....

TOTAL NUMBER OF ITEMS OFFERED

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality: DR RUTH S MOMPATI DISTRICT MUNICIPALITY

Department: Finance

Contact Person: M Mofokeng (Acting Chief Financial Officer)

Tel: (053) 928 6400

Fax: (053) 927 2401

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: H Bezuidenhout

Tel: 053 928 6400

Fax: (053) 927 2401

7. TAX CLEARANCE REQUIREMENTS (MBD 2)

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 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" 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 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 The original Tax Clearance Certificate must be submitted together with the bid. 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 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 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 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.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)				
BID NUMBER:		CLOSING DATE:		CLOSING TIME:
DESCRIPTION				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

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

SUPPLIER INFORMATION

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:	TECHNICAL INFORMATION MAY BE DIRECTED TO:
DEPARTMENT	CONTACT PERSON
CONTACT PERSON	TELEPHONE NUMBER
TELEPHONE NUMBER	FACSIMILE NUMBER
FACSIMILE NUMBER	E-MAIL ADDRESS
E-MAIL ADDRESS	

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

8. PRICING SCHEDULE – FIRM PRICES (MBD 3.1)

(PURCHASES)

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

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

Name of Bidder:

Bid number: RDM2023-021A2:
Closing day and time: Friday, 13 September 2024 at 12H00
Bid description: SUPPLY AND DELIVERY RESCUE PUMPER FOR DR RUTH S MOMPATI DISTRICT MUNICIPALITY

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

BID SPECIFICATIONS TWO (2) URBAN RESCUE PUMPERS – DR RUTH S MOMPATI DISTRICT - FIRE SERVICES

TENDER REQUIREMENTS - PART A

This document establishes the general conditions for Rescue Pumpers and must be read in conjunction with the general requirements and standard requirements being part of this bid document.

- a) Please note that only bids of registered manufacturers of fire engines in South- Africa will be considered. Such manufacturers shall supply proof of their registration at the Department of Public Transport as builder of vehicles with their bid.

Section 1: General requirements

1. INTRODUCTION:

These technical specifications have been established for bidding purposes to develop and reinforce the capabilities for firefighting and rescue operations of the Dr Ruth S Mompoti Municipality Fire Fighting Service.

The document considers the aspects of the fabrication, assembly, completion and delivery of the listed vehicles and equipment.

2. SCOPE:

These specifications provide for:

ITEM 1: The minimum requirements for new automotive apparatus designed for firefighting or supporting functions associated with fire brigade operations.

ITEM 2: The performance, design, manufacture, test and delivery requirements for equipment as specified for each vehicle type.

3. DEFINITIONS AND CERTIFICATION:

3.1 General Standards:

SABS CKS 582 Fire Fighting Vehicles

SABS 1128 Fire Fighting Equipment Part 2: Hose couplings, Connectors and Branch Pipe and Nozzle Connections

SABS 064-1960 Preparation of steel service for coating.

ISO 9001-2015 Certified

3.2 Statutory Requirements

SABS Standards, specifications and codes of practice referred to in the Government Gazettes, (compulsory standards), and in the Road Traffic Act and Regulations.

4. STATEMENT OF COMPLIANCE:

Bidders shall provide certified documents indicating compliancy with the specifications in all respects.

5. REQUIREMENTS:

Please note that only bids of registered manufacturers of fire engines in South- Africa will be considered. Such manufacturers shall supply proof of their registration at the Department of Public Transport as builder of vehicles.

Bidders shall provide detailed information on their ability to perform routine and emergency service on the equipment after delivery, including service facilities, personnel, service vehicles and the type and nature of repair work the bidder is able to provide.

Bidders shall provide a list of companies, complete with contact name, address and telephone numbers, of existing clients with which they have a service contract or agreement

Preference will be given to suppliers who will be able to perform routine repair work on site.

Bids shall clearly indicate their full network of chassis cab service dealers within North West province. Preference will be given to those bidders that have a service dealer in close proximity to where the vehicles will operate.

Bidders shall guarantee to keep sufficient stocks of spares in the RSA over a period of ten (10) years for scheduled maintenance of the equipment, according to the manufacturers' maintenance schedule.

Bidders shall state what the maximum delivery time will be if spare parts have to be imported.

Bidders shall be required to supply proof of their technical ability to repair and service the vehicles/equipment offered.

6. UNITS IN USE:

Bidders shall list in their bid the number of similar units in operation in Southern Africa. This list shall include: vehicle type, country, customer's name and contact telephone number and dates placed in service.

7. DRAWINGS:

Comprehensive manufacturer specifications as well as a detailed drawing (A3 Size) of the unit offered shall be submitted with the tender.

A general arrangement drawing depicting the vehicle appearance shall be provided.

The drawing shall consist of the left side, right side, front, rear and top elevation and the pump control panel. The following details shall be incorporated in the drawings: dimensions, axle load distribution diagram, and operational weight schedule, height of center of gravity, under axle clearances, tilt over angle, ramp angle, angle of approach, and angle of departure and storage location of equipment.

8. GUARANTEE:

Bidders shall state in their bid what guarantee is offered. If no guarantee is stated it will be assumed to be 24 months, which will include labour, spare parts and company travelling expenses necessary to perform guarantee related repair work.

9. MANUALS:

The successful bidders shall supply the following manuals free of charge, for each unit as well as for the accompanying equipment on the unit, where applicable:

- (i) Two (2) Operator's manuals
- (ii) Two (2) Maintenance manuals
- (iii) Two (2) Spare parts manuals

- (iv) Two (2) Individual unit service books
- (v) Two (2) Lubrication plans
- (vi) Two (2) Wiring diagrams
- (vii) Two (2) Pneumatic diagrams (where applicable)
- (viii) two (2) Piping diagrams (where applicable)

The operator's manuals, maintenance manuals and spare parts manuals may be made up of one (1) master copy (of each) from which clear photo copies can be reproduced.

10. TRAINING:

The successful bidder shall supply basic training in the use and maintenance of the vehicles and equipment supplied.

11. SPECIFICATION VARIATION:

Bidders may not submit alternative offers, as it is difficult to compare the disadvantage/advantage economically.

It is required that this training shall be performed by qualified personnel. The bidders shall submit full details of the training that they will provide with each vehicle as well as the qualifications of the personnel who shall perform such training.

12. DOCUMENTS:

As the vehicle is to be used on public roads the following shall be supplied with the vehicle on delivery for registration purposes:

Registration forms

VAT invoices

Weighbridge-/manufacturers certificate (where applicable)

Delivery note

Certificate of fitness

Applicable S.A.B.S. certification documentation

13. POWER TRAIN INSTALL APPROVAL:

In the event the bidders offer a custom-built chassis cab, the bidder shall submit, with their proposal, a copy of the engine and transmission installation approval. This approval must be submitted for the exact configuration of power train components as specified in these tender documents. This shall include engine, transmission and cooling system.

14. TEST FACILITIES:

The bidder shall submit a comprehensive report on the testing that the vehicles will endure prior to delivery. This report shall accompany the tender. The report shall include pump tests (where applicable), road testing and stability tests.

Furthermore, the bidder shall, at time of delivery, provide the purchaser with a letter from the original chassis manufacturer in which the chassis manufacturer signs off the work performed by the bidder

15. SERVICEABILITY:

The apparatus shall be designed so that all the manufacturer's recommended routine maintenance checks of lubricant and fluid levels can be performed by the operator without lifting the cab of a tilt-cab apparatus or without the need for hand tools. Apparatus components that interfere with repair or removal of other major components shall be attached with fasteners, such as cap screws and nuts, so that the components can be removed and installed with hand tools. These components shall not be welded or otherwise permanently secured into place.

16. MAINTENANCE PLAN

The offer shall include a 30 000 km/three (3) years maintenance plan whatever came first. The following shall be included in the maintenance plan:

On site servicing by authorised agents at regular intervals as specified by the OEM and as set out in the service schedules of the various components supplied.

The supply of engine oils, transmission fluids and other lubricants, brake & clutch fluids and service products required when carrying out the work.

To arrange for and carry out other work to be executed and preformed whenever they appear necessary to the contract workshop or service department.

All mechanical components that require replacement or repair due to normal wear and tear, e.g. brakes, clutches, exhausts, batteries, pump drive belts, pump oils and seals, roller shutter components etc.

All electrical components that require replacement, provided failure has not been caused through abuse or fitment of unauthorised accessories.

STANDARD REQUIREMENTS - PART B – URBAN RESCUE PUMPERS

The following requirements are applicable for all vehicles.

1. CARRYING CAPACITY:

The weight of the superstructure including the tank(s), extinguishing agent(s), specified hose load, ground ladders, specified miscellaneous equipment and unequipped personnel shall not be more than 75% of the GVWR of the vehicle.

The unequipped personnel weight shall be calculated at approximately 90 kg per person multiplied by the number of seating positions on the apparatus. A final manufacturer's certification of the GVWR, along with a certification of the GAWR, shall be supplied on a label affixed to the vehicle.

Bidders shall indicate the load distribution on the axles of the vehicle.

2. CHASSIS/CAB

The chassis shall be sturdy and able to carry the specified loads when moving over rough terrain. Deflection in the chassis shall be limited to a minimum as approved by the chassis manufacturer.

The vehicle if not otherwise indicated, shall have an angle of approach and departure of at least 25 degrees.

The vehicle shall have a ground clearance of no less than 300 mm when fully laden.

Front and rear tow hooks or tow eyes shall be attached to the frame structure to allow towing of the apparatus without damage.

Vehicle Cab: The vehicle shall be a double cab. A four-door cab is required capable of housing the driver and a crew of four. Access to the vehicle, for the driver, and the crew shall be easy, unobstructed and as large as possible with wide opening forward hung doors. Access shall be possible with a minimum of three steps. The access steps to the crew cab shall be manufactured from a non-slip material. The cab shall be of metal construction. Some covers or design parts may be manufactured from other material.

The cab's side windows shall be manually or electrically operated from inside the cab. All glass shall be safety glass.

The cab shall be equipped with a sufficient lighting system. The lights will be switch on automatically when one of the cab doors are opened as well as be equipped with an override switch when lighting is required by the crew. All seats must be fitted with lap type seat belts. The rear bench seat must be fitted with four (4) BA facilities for mounting BA sets. Two internal lights must be mounted against the roof to provide illumination in the crew cab. It must be possible to switch the lights on and off from inside the crew cab. The seat of the crew bench must be removable and the crew bench seat base be used for storage. A facility shall be provided for securing additional spare BA cylinders against the rear bulkhead of the crew cab. The securing mechanism shall be such so as to ensure that the BA cylinders remain firmly secured during off road travel.

3. DIMENSIONS:

The width of the vehicle shall not exceed 2,600 mm.

The height of the vehicle shall not exceed 2,860 mm.

The wheelbase of the vehicle shall not exceed 4,800 mm.

4. STEERING:

The steering shall be for right hand drive.

Steering shall be hydraulic power assisted and be speed sensitive. No pneumatic or electric assistance will be considered.

A turning circle shall not be greater than 12 meters from curb to curb.

5. ENGINE:

The engine compartment must be easily accessible.

An engine governor or electronic fuel control system shall be installed, which will limit the speed of the engine under all conditions of operations to the speed established by the engine manufacturer, this shall be the maximum governed speed.

The installation of the engine, transmission, and engine- and transmission- driven accessories (PTO's, etc.) shall meet the engine and transmission manufacturer's installation recommendations for the service intended.

The engine shall be capable of continuous running under full load conditions whilst stationary, without overheating.

The diesel engine shall operate on a 4-stroke cycle with direct injection and shall be pressure lubricated.

Oil in accordance with SABS 400A will be used in the engines.

All oil and fuel filters shall be of the replaceable element type.

A device indicating airflow restriction must be fitted to the vehicle in a position where the driver can monitor it.

- Each vehicle shall be fitted with an electronic engine management system. The system shall have the following features:
- Monitoring the air temperature, coolant temperature, coolant level, oil and fuel temperature and oil pressure. The system shall give a warning if the readings deviate from the set norm.
- Vehicle speed limiting and over speed diagnostics shall be monitored by the system.
- All diagnostic and measurements shall be in accordance with the engine manufacturers specifications.
- All relevant data shall be recorded per trip and will be available for downloading by the fleet manager when required.

6. ENVIRONMENTAL CONDITIONS:

The vehicle will be required to operate in conditions that will vary from dry conditions to areas of high humidity in sub-tropical regions and shall be capable of being operated continuously in ambient temperature that will range from- 10°C to 45°C and elevations of up to 1,800 m above sea level.

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

The cooling system shall be protected against corrosion by an approved additive to the cooling water.

7. ENGINE AIR FILTRATION:

The engine shall be fitted with a manufacturer's approved large capacity replaceable element air filter.

The air intake point shall be situated to ensure the least possible intake of dust and moisture.

8. EXHAUST SYSTEM:

The exhaust piping and discharge outlet shall be located or shielded so as not to expose any portion of the apparatus or equipment to excessive heating.

Exhaust pipe discharge shall be directed away from the operator's position.

If the apparatus is equipped with stabilizers, the exhaust piping discharge shall be directed away from the contact area between the stabilizer and the ground when deployed.

Silencing devices shall be provided. Exhaust backpressure shall not exceed the limits specified by the engine manufacturer.

Where parts of the exhaust system are exposed so that they are likely to cause injury to operating personnel, protective guards shall be provided.

9. WHEELS:

Wheels with suitable on/off-road conditions where on/off road radial ply tyres 22.5 x 8.25 are required.

Wheels and tyres shall comply with the SABS Specifications (TREDCO).

The front and rear axles shall be fitted with the same size and type of wheels.

A spare wheel is compulsory. Permanent mounting of spare wheel on vehicles is not required.

10. AUXILIARY BRAKING SYSTEM:

Vehicles are required to be equipped with all-wheel antilock braking systems (ABS). The brake system fitted to the vehicle shall comply with the SABS SV 1207 regulations. A SABS brake test certificate shall be submitted with the chassis at time of delivery.

Where air-actuated braking systems are provided, the following shall be included:

- An air dryer / automatic moisture ejection system must be provided.
- A quick build-up section in the air reservoir system arranged so that if the apparatus has a completely discharged air system. It shall be able to move within 60 seconds from start up.

Emergency/ parking brakes shall be installed on the rear axle(s). The handbrake shall be independent of the service brake and shall be capable of holding the vehicle when fully laden on a gradient of 1 in 5. The emergency/ parking brake system must conform to SABS standards.

A brake airline booster connection shall be provided behind the front bumper to facilitate towing by breakdown vehicles in the event of a breakdown, in accordance with SABS Specification 1207-1985. The connection shall provide an inlet to the wet tank. A protective cover shall be provided over the male connection.

11. ELECTRICAL SYSTEM 24 V

Vehicle shall have an electric system of 24 V.

Vehicle shall feature a battery main switch within easy reach of the driver.

Each vehicle shall be fitted with an alternator capable of maintaining the additional electrical equipment as stated in the requirements. It should be noted that these vehicles could be stationary for long periods of time with the warning and vehicle lights in operation.

All electrical wiring shall conform to a recognized code of practice acceptable to the purchaser. All circuits shall be protected by means of fuses or circuit breakers that can be reset or replaced. All electrical circuits shall be adequately marked and harnessed.

All exposed electrical wiring harnesses shall be 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.

All switches shall be marked with a label indicating the function of the switch.

An electric backup alarm shall be provided.

12. DRIVING COMPARTMENT:

The driving and crew compartment shall be fully enclosed. A passenger side mirror shall be mounted that ensures that the driver has a clear view when the passengers are in their normal seated position.

The following instrumentation and controls shall be mounted in the vehicle compartment and shall be identified and visible to the driver while seated.

Controls and switches that are expected to be operated by the driver while the apparatus is in motion, shall be within reach of the driver:

- Oil pressure indicator or gauge
- Engine temperature indicator or gauge
- Fuel level indicator
- Air pressure gauge
- PTO engagement switch
- Pump controls
- Monitor controls
- Electric horn
- Ammeter or light
- Heater/ defroster controls
- Hazard indicator light
- Windscreen wipers and windshield washer control
- Speedometer
- Tachometer
- Hour meter on all vehicles with a PTO
- Headlights switch
- High beam headlight switch and indicator
- Master ignition switch
- Rear view mirrors
- Turn signal control and indicator lights
- Locker open indicator

All meters shall be calibrated in metric units in accordance with the "Act on Measuring Units and National Measuring Standards (Act 76 of 1973)".

The following shall be mounted, provided with each vehicle:

- Number plate brackets (front and rear)
- Bumpers
- Mudguards (front and rear)
- Emergency triangles in accordance with the Road Traffic Act, Act 29 of 1989
- Jack, wheel spanner and any specialized tools applicable to the vehicle

13. WARNING SYSTEM:

The warning system shall include the following items:

- (i) Light package, including intersection-warning system.

(ii) Variable tone electronic siren.

(iii) Public address system.

14. WATER RETICULATION:

The pump plumbing shall be stainless steel or a non-corrosive synthetic material internationally acceptable to perform this purpose.

The pump shall be easily accessible for inspection and maintenance purposes.

The tank shall be baffled to prevent undue surge of contents.

The water tank/ foam tank shall be constructed from material suitable for this purpose and shall be designed to be maintenance- free.

All gauges are to read in the metric system.

15. SUPER STRUCTURE:

The structure supporting the vehicle body shall be mounted according to the chassis manufacturer's specifications. The chassis manufacturer shall provide certification of this. No timber shall be used.

The entire superstructure shall be manufactured using materials that offer the following features:

- Light weight
- Low maintenance
- Corrosion resistant
- High strength

The body shall be fully enclosed and shall provide sufficient storage as prescribed for the applicable type of vehicle.

All lockers of the vehicle shall be provided with weather and dust proof anodized aluminum spring-loaded roller shutter doors, which shall be fitted with dual type, heavy- duty, positive locking mechanisms.

Any enclosed external compartment shall be weather resistant, ventilated and have provision for drainage of moisture.

The interior of each locker shall be illuminated for night work. Each locker shall be provided with a minimum of one (1) lamp. The positioning of the lighting shall ensure maximum light distribution within the compartment, and be protected to prevent damage. In the event a shelf(s) is incorporated into a compartment, lighting shall be provided for the upper and lower sections of the compartment.

Access handrails shall be provided at all positions where steps or ladders for climbing are located.

Finish: The exterior of the vehicle, with the exception of the roller shutter doors, grab handles and kick rails, shall be finished as follows:

- Exterior of cab and the superstructure should be red
 - The chassis and underbody should be a dark grey.
- The wheel rims should be white.
- Steps, running boards and walk ways shall be constructed of tread plate or covered with an anti-slip coating.
- The paintwork shall carry a six (6) years guarantee. Bidders shall supply with their offer, a certificate of the guarantee indicating the conditions of the guarantee.
- Interior of cab to be neatly finished with automotive finishing materials. Emphasis to be placed on crew safety, and ease of maintenance.

16. EQUIPMENT MOUNTING:

The equipment as specified shall be mounted with non- corrosive heavy-duty brackets.

Equipment shall be stored in a way that it can easily be mounted and removed without risk or injuries.

The equipment brackets shall be designed so that the equipment remains in position under all vehicle-operating conditions.

The equipment shall be supplied before delivery of the vehicle by the bidder

17. LETTERING:

The lettering on both sides of the vehicle shall be according to the logos supplied when orders for manufacturing are placed.

Vehicles shall be equipped with reflective trimming as stated in the latest road safety ordinance.

The recommended tyre pressure is to be indicated above each tire in the center of the wheel arch. The lettering shall be at least 12, 5 mm and shall be fitted in a permanent manner.

18 RELIABILITY:

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

19. MAINTAINABILITY:

All components used in the manufacture of the vehicle shall be selected for ease of maintenance and shall be easily accessible for servicing.

The manufacturer shall ensure that all parts used are easily obtainable in the case of replacement due to breakdown.

All regular service components shall be locally available for a period of ten (10) years, from date of delivery of the vehicle.

20. PREPARATION FOR DELIVERY:

The vehicle shall be fully prepared for delivery. Delivery shall include:

21.1 Equipment:

- i) A checklist shall be prepared identifying all loose items.
- ii) All loose items to be loaded into stowage boxes where applicable.
- iii) All loose items shall be securely stowed in an approved manner.

21.2 A Pre-Delivery Service shall be carried out, this shall include:

- i) All grease-points, lubricants and coolants shall be checked and corrected if required.
- ii) Checks shall be made to ensure that all cables are secured.
- iii) Checks shall be made to ensure that all electrical circuits are operable.
- iv) Tyres shall be inflated to recommended pressures.
- v) The vehicle shall be cleaned both internally and externally.
- vi) Wheel nuts shall be torque to manufacturer's specifications.

SPECIFICATIONS - PART C – URBAN RESCUE PUMPER

Vehicle Chassis and Cab

The chassis cab should at least be a 16 tons GVM with crew cab minimum 7.6 l engine powerbase.

The vehicle should be fitted with a 6 speed Allison automatic gearbox capable to drive the fire pump required on the vehicle.

The vehicle shall be fitted with a PTO capable of driving the special pump continuously for long periods at a time.

Superstructure Construction

The apparatus body must be constructed entirely out of corrosion treated or resistant material.

The body is required to be easily repairable and lighter body weight to allow for increased equipment carrying capacity.

The rear body must have a cut-away that will enhance the angle of departure.

The body design must allow the booster tank to be completely removable without disturbing or dismounting the apparatus body structure. The booster tank mounting system must utilize a floating design to reduce stress from on and off-road travel and vibration. A cradle covered with rubber shock pads and corner braces shall support the tank.

The entire exterior body must be completely sanded and debarred to ensure a smooth finish prior to painting. The entire external rear surface of the body shall be treated against corrosion or constructed of corrosion resistant materials to provide a long lasting, maintenance free surface.

Under Body Cross Members

Under body cross members must be constructed entirely from corrosion treated or resistant material and must be full width of the body.

A frame cross member must be constructed from corrosion resistant- or treated material and each compartment must be modular in design and must not be a part of the body support structure.

All six (6) compartment doors must be fitted with aluminum roller shutter doors. Each compartment must have an encapsulated storage space of not less than 1 cubic meter each.

The rear compartment must house the pump and the pump control. A drain hole must be provided each compartment floor.

An anodized aluminum drip rail must be mounted over each compartment opening to assist with water runoff.

Rub Rail

The body must have a side protection rub rail along the length of the body on each side and at the rear. The rub rail must be constructed of aluminum extrusion. The rub rail must extend beyond the body width to protect component doors and the body side.

4 Winch

A 15,000 kg electric reversible winch with 30m of 16.7mm galvanized aircraft type cable and a replaceable clevis hook shall be mounted to the chassis frame extension centered at front bumper area and shall be controlled with a 9m remote control switch

Access Ladders

An auxiliary access must be provided at the both sides at the rear of the body for access to the top of the super structure.

Pump Operator's Panel

The pump compartment must be fitted with a pump control panel, which shall be positioned directly above the pump.

Apparatus Compartmentation

There must be one half and two full compartments on either side of the vehicle (stretching from top to the lowest point of the vehicle). The compartments must be so as to allow for fitment of certain items of equipment and should not have less than three shelves each.

Roll-Out Tray

Two (2) pull out / sliding trays capable of holding 150kg each shall be provide as required in each front side compartment.

Booster Tank

The booster tank must have a minimum capacity of 4 000 liters. The entire tank must be manufactured from an acceptable non-corrosive, durable material that will adhere to a minimum guarantee period of 10 years.

The tank must have a combination vent and manual fill tower. The tank overflow must be at least 100-mm diameter and must dump behind the rear wheels to permit maximum traction.

There must be (02) two standard tank openings, one for the tank to pump suction line with an anti-swirl plate and one for a tank fill line.

The tank shall be fully baffled to prevent any water surge during driving operation.

The tank must be mounted on hard rubber cushions on a sub-frame to isolate the tank from road shock and vibration. The tank must be completely removable without disturbing or dismounting the apparatus body structure.

Pump System

The pump must be a rear mounted multistage centrifugal pump.

All metal moving parts in contact with must be quality bronze or stainless steel.

Pump construction

The pump must be of a size and design to be mounted on the chassis of a commercial or custom truck, and have the low-pressure capacity of 3 000 l/min at 10 bar pressure at a lift of 3m the high-pressure capacity must be 400 L/minute at 40 bar pressure.

The truck chassis engine through a continuous operation PTO must drive the pump. The engine and PTO must provide sufficient horsepower and RPM to enable the pump to meet and exceed the specified pump performance whilst operating at 20% below PTO peak performance.

The entire pump, both suction and discharge passages, must be hydro – statically tested. The pump must be fully tested at the pump manufacturer's factory and be free from hydraulic pulsation and vibration.

The pump must have an internal pressure relief system to ensure the high pressure cannot exceed 8 000 kPa regardless of pump speed.

Upon shut down the high-pressure pump shall automatically drain into the low- pressure stage from where the whole unit can be drained via a single point.

A filter must be installed before the high – pressure stage, which must be easily accessible from the suction tube end of unit.

The valve handle controlling the high- pressure stage must be easily accessible from the suction tube end of unit.

When high pressure is not required low pressure water must be automatically available at the high-pressure discharge outlets.

Foam System

One foam system for Class A application must be provided and piped to the pump. The foam system must allow for single line operation. Bids should price this item separate from the vehicle as it may not form part of the contract.

Foam Tank Refill System

The apparatus shall be equipped with a foam refill system.

Pressure Relief Valve

The pump must be equipped with an automatic pressure control device.

Discharge Manifold

The pump discharge manifold must be fitted with three (04) 65mm screw down type deliveries, fitted with 65mm female instantaneous outlets with blank cap and chain.

Priming System

The pump must be supplied with priming device.

Tank to Pump

A 100mm inline valve shall be installed between the pump and the booster tank. The tank to pump line shall be controlled manually on the pump control panel.

PTO

The pump must be driven from a PTO. The EDC of the vehicle shall be programmed to prevent the PTO from being engaged whilst:

- a) transmission is not in neutral and
- b) Hand brake is not activated.

An electric throttle, linked to the EDC, capable of simultaneous shut down emergency operations must be mounted on the pump operator's panel and must be used to control the engine RPM. The revving up or down of the engine shall be controlled from the pump operator's panel.

PTO "on" and "off" indication shall be provided in the cab and at the operator's panel.

Hose Reels (electric rewind)

Two (02) manual operated hose reels, complete with in 30m x 25mm high pressure hose, terminating in a trigger operated high pressure nozzle must be provided and must be fitted, one either side of the pump. Hose guides must be provided at the hose reel protect the body and paint work during hose reel operations. Separate pricing should be provided to replace the manual hose reels with electric rewind hose reels if needed.

Water Tank Level Gauges

There must a level gauge supplied, which must monitor for the water tank content.

Engine Gauge Package and Control System

A gauge package must be supplied at the pump operator's panel to monitor the vehicle's engine and protect the engine from over rev, over heat and run on low oil pressure.

- Tachometer – connected to the vehicle engine to monitor revolutions per minute.
- Oil pressure gauge- to monitor engine oil pressure.
- Water temperature gauge – to monitor the water temperature of the engine.
- Hour meter
- Voltmeter/battery charge indication light

Tank to Pump valve

A 100 mm in-line manual operated valve must be installed between the pump and the booster tank.

Electrical System

All electrical equipment installed by the apparatus manufacturer must conform to current automotive electrical system standard.

All exposed wiring must be run in a loom must 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 must be installed to protect the wire from abrasion.

Electrical connections in exposed areas must be made using heat shrink or weather proof connections. All circuits shall be protected with automatic reset circuit breakers.

All electrical equipment switches must be mounted on a switch panel mounted in the cab convenient to the operators. Light switches must be of the rocker type with integral indicator light show when the circuit is energized. All switches must be appropriately identified as to function.

Cab and Body Lighting

Three suitable 400w surge protected LED 24v flood lights must be on each side and back of the vehicle to be master on/off rocker switch on the cab dash. The wiring connection must be made with a weather resistant plug in style connector. A single water and corrosion resistant switch with a polycarbonate actuator and sealed contacts must control each compartment light. A compartment light with a switch must be installed to illuminate the pump area for services.

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

Step Lights

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

Back-up Alarm

An electronic back –up alarm must be supplied. The 97 dB (A) alarm must be wired into chassis back-up lights to signal when the vehicle is in reverse.

Speaker

An exterior mounted 200- watt speaker for use with an electronic siren must be installed.

Electronic Siren

A 200-watt siren must be provided and mounted in cab

Pneumatic Light Mast

A pneumatic light mast shall be fitted to the vehicle with the following features; -

- Retracted height – 1910mm
- Extended height – 5450mm
- 4 x 1000w surge protected LED flood lights (152,000 Lumen) (24Volts) connected to the vehicle's battery
- Air pressure control unit

Light Bar

A 2.0 m LED aerodynamic light bar must be provided and mounted in the cab

Unity Deck Light

Two (02) 150 mm chrome plated 12- volt deck lights must be installed at the rear of the apparatus. Each light must be manually operable and switch on and off at the light.

Extension Ladder gantry

A 7.5m extension ladder with gantry must be provided and be installed on top of the vehicle.

Hard Suction Hose

Two (02) hard suction racks to hold 2x3m section of hard suction hose must be provided. Spring mounted latch handles must secure hose.

Galvanized Basket Strainer

A galvanized basket strainer that will fit hard suction hose must be supplied.

Chassis Paint Finish- Commercial

All chassis exterior components such as mirrors and bumpers must be removed prior to the finish procedure.

1. Sealer/Primer LV – acrylic urethane sealer/ primer must be applied to guarantee excellent gloss holdout, chip resistance and a uniform base color. Next, a two – component surfaces must be applied to provide good enamel holdout of the topcoat.

2. High solid LV – (Top coat) -a lead free, chromate- free high solid acrylic urethane topcoat must be applied, providing excellent coverage and durability. A minimum of two coats must be applied.

3. High Solid LV (clear coat) – High solid LV clear coat must be applied as the step-in order to ensure full gloss and color retention and durability. A minimum of two coats must be applied.

The chassis frame and undercarriage components must be finished painted black and all exterior components must then be re-mounted.

The vehicle wheels must be trimmed in white paint to complete the wheel finish.

The cab and crew must be finished painted in post office red. (Culler coding to be specified by the client)

Body Paint Finish

The body exterior must have no mounted components prior to painting to assure full coverage of metal treatments and paint to the exterior surface of the body. Any vertically or horizontally hinged smooth –plate compartment door must be painted separately to assure proper paint coverage on body, doorjams and door edges.

Paint process must feature high solid LV products or equivalent products and be performed in the following steps:

1. Corrosion Prevention – all raw materials must be pretreated to provide superior corrosion resistance and excellent adhesion of the topcoat.
2. Sealer/ Primer LV – acrylic urethane sealer/ primer must be applied to guarantee excellent gloss holdout, chip resistance and a uniform base color.
3. High Solid LV (Topcoat) – at lead free, chromate- free high solid acrylic urethane topcoat must be applied, providing excellent coverage and durability. A minimum of two coats must be applied
4. High Solid LV (Clear coat) – High solid LV clear coat must be applied as the final step in order to ensure full gloss and colored retention and durability. A minimum two coats must be applied

The body must be finished painted in post office red.

Chassis and Body Stripe

A chassis and body white stripes, 100 mm minimum in width must be supplied.

Chevron Striping

40% of the rear section of the apparatus shall be covered with a red and yellow chevron profile of at least 150mm with per stripe. The reflective material used shall be 3M quality.

Statement of Warranty

1- Year Standard:

The apparatus manufacturer must provide a full one-year standard warranty. All components manufactured by the apparatus manufacture should be covered against defects in material or workmanship for a one – year period. All components covered by separate suppliers such as engine, transmissions, tires and batteries must maintain the warranty as provided by the component supplier. A copy of the warranty document must be provided with the proposal.

Statement of Warranty

5 – Years Structural:

The apparatus manufacturer must provide a comprehensive 5 – year's structural warranty. This warranty must cover all structural components of the body manufactured by the apparatus manufacturer against

defects in materials or workmanship for 5 years. Excluded from this warranty are all hardware, mechanical items, electrical items or paint finishes. A copy of the warranty document must be provided with the proposal.

Statement of Warranty

Ten – Year on Water Booster Tank

The apparatus manufacture must provide a full 10 - year's warranty. This must cover all defects in materials or workmanship of the tank. A copy of the warranty document must be provided with the proposal.

Manuals

Two (2) copies of complete operation and service manuals, covering the completed apparatus as delivered and accepted, must be provided. The manual must contain the following:

- Description, specifications, and ratings of the chassis and pump
- Lubrication charts.
- Operating instructions for the chassis, any major components such as a pump or any auxiliary system.
- Instructions regarding the frequency and procedure for recommended maintenance.
- Parts replacement.
- Operations and maintenance documents supplied with components and equipment's installed in fire engine by the contractor.

Equipment

The equipment as listed must be supplied and mounted on the vehicle before delivery of the vehicle. The bidder is responsible for the secure mounting of all equipment. Equipment as specified in the equipment list shall be stored in a way that it can easily be mounted and dismantled without risk of injuries.

ITEM	
<u>Adaptor:</u>	
Four-way collector	1
<u>Hose Ramp: Rubber</u>	
100mm Dual Hose RAMP	2 Sets
Low Level Strainer	1
Hard Suction hose	2
<u>Ladders: aluminum</u>	
Extension Ladder 7,5m	1
Hook ladder 3m	1
<u>Break-in Tool:</u>	
Flat Headed Axe	1
Pry axe	2
Crowbar 500mm	1
Crowbar 1 000 mm	1
Bolt Cutter 650mm	1
Monkey Wrench 750 mm	1

Club Hammer with rubber handle	1
Rubber Mallet	1
Shifting spanner 250 mm	1
<u>Loose Tools:</u>	
Round Nose Shovel	1
Spade	1
Hayfork	2
Traffic Cones 450mm	10
32 Piece socket tool Kit	1
Stand pipe Key and Bar (BT) and landing hand wheel	1
Hard Broom	4
10 L petrol Safety Can	2
Side cutter 20, 30,40 mm	3
<u>Extinguishers:</u>	
4.5 kg STD DCP	2
6,8 kg Co 2	2
OPTIONAL	
<u>Heavy Duty Rescue battery operated combi tool (compatible to Amkus sets)</u>	
Spreader/Cutter	1
Ram telescopic extension extended lengths 500mm to 1m	2
Battery charger to host two sets of batterie and two spare batteries	2

The equipment as listed **will be supplied by the Municipality** and need to be mounted on the vehicle. The bidder is responsible for the secure mounting of all equipment. Equipment as specified in the equipment list shall be stored in a way that it must easily be mounted and dismounted without risk of injuries.

<u>Hoses:</u>	
30MX 65MM Rubber with BIC	10
30xm 45mm Rubber with BIC	2
<u>Branches:</u>	
Combination Nozzle 125 to 475/min	3
Ground Monitor	1
<u>Breathing Air Apparatus (Compatible to Drager sets)</u>	
300 Bar BA Pack Complete	4
300 BAR Complete with Cylinder)	4 Sets
<u>Foam Making Equipment</u>	
900 L/Min. low expansion foam branch	1

900L/Min. in-line inductor	1
----------------------------	---

NB: All equipment pieces shall be mounted on the vehicle to the satisfaction of the client.

PRICING SCHEDULE

Item	Price
Equipment and equipment mounting	R.....
Sales & Administration Project Management Manuals	R.....
Training	R.....
Chassis Superstructure & Related	R.....
Tanks - 4000L Water & related plumbing	R.....
Hose Reels	R.....
QC & Testing	R.....
Accessories	R.....
Delivery & Handover	R.....
Chassis Cab - 4x2 CC AT	R.....
	SUBTOTAL R.....
	VAT R.....
	GRAND TOTAL R.....

Delivery period.....

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, 2017, 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. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders 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 South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated 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 this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. 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>
--	-------------------------------------

_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?

(***Tick applicable box***)

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

3.1 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 SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

4. 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 AO/AA 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 Institution):
.....

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.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/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, (full names),

do hereby declare, in my capacity as

of(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (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
 - (c) The local content percentage (%) 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:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
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 / Institution 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 / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

SCORING FORMULA

- Bids will be evaluated on 80/20 Preferential Procurement Points System.

- 80 points for price
- 20 points for Specific Goals (illustrated in the table below).

No	Specific Goals	Procurement Transactions Preference Points allocated out of 20
1.	Enterprises owned by black people. (must be included as a specific goal)	<p>10 points</p> <ul style="list-style-type: none"> B-BBEE status level 1 = 10 points. B-BBEE status level 2 = 05 points. B-BBEE status level 3, 4, 5, 6, 7, 8, non-compliant contributor = 0

2.	<ul style="list-style-type: none"> • District Municipality • North West Province <p>for work to be done or services to be rendered in that area</p> <p><i>Tender (RFP) will specify which of the above will apply.</i></p>	<p>Maximum 4 points</p> <ul style="list-style-type: none"> • District Municipality = 04 points • North West Province = 02 points • Outside the Northwest Province = 0 Points
3.	<p>Choose any one (1), two (2), three (3) or four (4) of the following specific goals (may):</p> <ul style="list-style-type: none"> • Enterprises owned 100% by women. • Enterprises owned 100% by people with disability. • Enterprises owned 100% by youth. 	<p>Maximum 6 points</p> <p><i>2 Points per specific goal</i></p>

VALIDITY PERIOD

The Validity period for the tender after closure will be 120 days

PRICING SCHEDULE

Description of Goods / services required	Bid Price in RSA Currency (all applicable taxes included**)
SUPPLY AND DELIVERY RESCUE PUMPER FOR DR RUTH S MOMPATI DISTRICT MUNICIPALITY (RE ADVERT)	
Delivery / travel and subsistence costs	
Other (State nature:)	
Nett price (Excluding VAT)	

VAT	
Total bid price (Including VAT) (Carry forward to front cover of this bid document)	

Required by:

At:

Does offer comply with the specifications?

*YES / NO
* Delete if not applicable

If not to specification, indicate deviation(s):

.....

Period required for delivery: *Delivery: Firm/not firm
* Delete if not applicable

Delivery basis:

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

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

9. PREVIOUS WORK EXPERIENCE OF A SIMILAR NATURE

List main work experience of a **similar nature to this bid** successfully executed and completed (or on-going) in the last five (5) years:

No	Institution / client / employer	Project description	Date started	Date completed (indicate projected completion if on-going)	Project value in Rand	Name and contact details of contact person / reference at institution
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Representatives of the DR RUTH S MOMPATI DISTRICT MUNICIPALITY are hereby authorized to contact the above contact persons / references of the various institutions to verify the correctness of the information as supplied.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

10. DECLARATION OF INTEREST (MBD 4)

1. **No bid will be accepted from persons in the service of the state*.**
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:
 - 3.1 Full Name:
 - 3.2 Identity Number:
 - 3.3 Company Registration Number:
 - 3.4 Tax Reference Number:
 - 3.5 VAT Registration Number:
 - 3.6 Are you presently in the service of the state *YES / NO
* Delete if not applicable
 - 3.6.1 If so, furnish particulars.

 - 3.7 Have you been in the service of the state for the past twelve months *YES / NO
* Delete if not applicable
 - 3.7.1 If so, furnish particulars.

 - 3.8 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? *YES / NO
* Delete if not applicable
 - 3.8.1 If so, furnish particulars.

 - 3.9 Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid *YES / NO
* Delete if not applicable
 - 3.9.1 If so, furnish particulars

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

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

3.10 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state? ***YES / NO**
* Delete if not applicable

3.10.1 If so, furnish particulars.

3.11 Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state? ***YES / NO**
* Delete if not applicable

3.11.1 If so, furnish particulars.

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

..... <div style="text-align: center;">Signature</div>	..... <div style="text-align: center;">Date</div>
..... <div style="text-align: center;">Position</div>	..... <div style="text-align: center;">Name of Bidder</div>

11. DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED) (MBD 5)

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

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

*YES / NO
* Delete if not applicable
- 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.
.....
.....
2. Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

*YES / NO
* Delete if not applicable
- 2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.
- 2.2 If yes, provide particulars.
.....
.....
.....
.....
3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

*YES / NO
* Delete if not applicable
- 3.1.1 If yes, furnish particulars
.....
.....
.....
.....
4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

*YES / NO
* Delete if not applicable
- 4.1 If yes, furnish particulars
.....
.....
.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

..... Signature	..... Date
..... Position	..... Name of Bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (MBD 6.1) AND PREFERENTIAL PROCUREMENT POLICY OF COUNCIL: EITHER 80/20 or 90/10 PREFERENCE POINT SYSTEM

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 Either the 80/20 or 90/10 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- a) Price; and
- b) Specific Goals (B-BBEE status level contribution).

1.4 To be completed by the municipality:

The maximum points for the tender with a Rand value to R 199 999.99 are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20 (B-BBEE status level 1 = 10 B-BBEE status level 2 = 05 points. B-BBEE status level 3, 4, 5, 6, 7, 8, non-compliant contributor = 0 points District Municipality = 10 points North West Province = 05 points Outside the Northwest Province = 0 Points)
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

The maximum points for the tender with value of R 200 000.00 to R 50 000 000.00 are allocated as follows

	POINTS
PRICE	80
SPECIFIC GOALS Choose any one (1), two (2), three (3) or four (4) of the following specific goals (may): Enterprises owned 100% by women. Enterprises owned 100% by people with disability. Enterprises owned 100% by military veterans Enterprises owned 100% by youth.	20 (B-BBEE status level 1 = 10 B-BBEE status level 2 = 05 points. B-BBEE status level 3, 4, 5, 6, 7, 8, non-compliant contributor = 0 points District Municipality = 04 points North West Province = 02 points Outside the Northwest Province = 0 Points) Maximum 6 Points for each specific goal to be determined by the BSC Total points should not exceed 6 points
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

The maximum points for the tender with value greater than R 50 000 000.00 are allocated as follows

	POINTS
PRICE	90
SPECIFIC GOALS	<p>5 points</p> <p>B-BBEE status level 1 = 5 points. B-BBEE status level 2 = 02 points. B-BBEE status level = 0 points 3, 4, 5, 6, 7, 8, non-compliant contributor</p> <p>3 points</p> <p>District Municipality = 02 points North West Province = 01 point</p> <p>Points for each specific goal to be determined by the BSC</p> <p>Total points should not exceed 2 points</p>
Choose any one (1), two (2), three (3) or four (4) of the following specific goals (may):	
Enterprises owned 100% by women. Enterprises owned 100% by people with disability. Enterprises owned 100% by military veterans Enterprises owned 100% by youth.	
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

- 1.1 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender will be interpreted to mean that preference points for specific goals are not claimed.

7

B-BBEE

Failure on the part of a tenderer to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African National Accreditation System (SANAS), or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

LOCALITY

Failure on the part of tenderer to submit the following:

- where the tenderer is the owner of the property / business:
 - municipal account registered in the name of the tenderer not older than 3 months;
- where the tenderer is not the owner of the property / business:
 - a valid lease agreement; or
 - affidavit from the property owner that the address used to claim points in the MBD 6.1 is being rented out to the tenderer at no cost not older than 3 months.
- where the tenderer submitted incorrect or outdated information (account, lease agreement or affidavit) or none of the above, it will be interpreted to mean that preference points for Locality are not claimed.

- 1.5 The municipality reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the municipality.

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“tender”** means a written offer in the form determined by an municipality in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (e) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (f) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (g) **“tender for income-generating contracts”** means a written offer in the form determined by an municipality in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the municipality and a third party that produces revenue for the municipality, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (h) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{\min} = Price of lowest acceptable tender

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

4.1 POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

5. POINTS AWARDED FOR SPECIFIC GOALS

5.1 B-BBEE

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
1	10	5
2	5	2
3	0	0
4	0	0
5	0	0
6	0	0
7	0	0
8	0	0
Non-compliant contributor	0	0

5.2 In cases where municipality intend to use the Preferential Procurement policy of Council section 8.7, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an municipality must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the municipality must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system

12. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

1. This serves as a declaration 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.
2. The bid of any bidder may be rejected if that bidder or any of its directors have:
 - a. abused the municipality'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).
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
3.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.1.1	If so, furnish particulars:		
3.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.2.1	If so, furnish particulars:		
3.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.3.1	If so, furnish particulars:		
3.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.4.1	If so, furnish particulars:		
3.5	Was any contract between the bidder and the municipality or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TO BE TRUE AND CORRECT.

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

..... Signature	..... Date
..... Position	..... Name of Bidder

13. CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

- 1 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).^{*} Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 2 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.
- 3 This **MBD** serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 4 In order to give effect to the above, the attached Certificate of Bid Determination (**MBD 9**) must be completed and submitted with the bid:

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

CERTIFICATE OF BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

SUPPLY AND DELIVERY RESCUE PUMPER FOR DR RUTH S MOMPATI DISTRICT MUNICIPALITY (RE ADVERT) in response to the invitation for the bid made by:

DR RUTH S MOMPATI DISTRICT MUNICIPALITY

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium* will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

..... Signature	..... Date
..... Position	..... Name of Bidder

* 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.

14. Annexure A: Government Procurement: General Conditions of Contract (July 2010)

THE NATIONAL TREASURY Republic of South Africa

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the 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 contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

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

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

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

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within

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

23.5 . Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

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

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

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

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

24. Antidumping and countervailing duties and rights

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

25. Force Majeure

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

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

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

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

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

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

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices

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

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

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