

TENDER DOCUMENT

TENDER NO: SBM 14/22/23

**DESCRIPTION: SUPPLY AND DELIVERY OF NEW 13 000L SEWER SUCTION
TANKERS AND GENERATORS FOR SALDANHA BAY MUNICIPALITY.**

CLOSING DATE: 27 JANUARY 2023

CLOSING TIME: 12h00

BID DOCUMENTS MAY BE POSTED TO:

Private Bag X12
VREDENBURG
7380

A tender posted (at sender's risk) to THE MUNICIPAL MANAGER, SALDANHA BAY MUNICIPALITY, PRIVATE BAG X12, VREDENBURG, 7380 in good time so as to reach the Municipal Manager before the above-mentioned closing date, may be accepted on condition that it is placed in the TENDER box before the closing time, it being understood that the Council disclaims any responsibility for seeing that such tenders are in fact lodged in the tender box.

OR

DEPOSITED IN THE TENDER BOX SITUATED AT (STREET ADDRESS)

Finance Department
Buller/Investment Centre
15 Main Road
VREDENBURG

NB: TENDERS must be properly received and deposited in the above-mentioned tender box on or before the closing date and before the closing time. No late tender offers will be accepted under any circumstances. Tender offers must be submitted in a sealed envelope properly marked in terms of the tender number and tender description as indicated above. If the tender offer is too large to fit into the above-mentioned box, please enquire at the public counter opposite the tender boxes for assistance. No tender offers will be accepted via facsimile, email or electronic copies.

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INFORMATION OF TENDERER (IT IS COMPULSORY TO COMPLETE ALL LINE ITEMS)	
NAME OF TENDERER <u>(THE COMPANY)</u>	
STREET ADDRESS	
POSTAL ADDRESS + POST CODE	
TEL NO	
E – MAIL FOR CORRESPONDENCE	
CSD DATABASE REG NO	MAAA.....

COMPULSORY COMPLIANCE REQUIREMENTS REGARDING THE TENDER DOCUMENT

<u>It is compulsory to confirm "yes or no" on all line items</u>	<u>Comply</u> <u>Yes/NO</u>
The original document <u>and price schedule</u> included must be submitted or, if documents are printed from the e-tender website, the original, printed document must be submitted, clearly reflecting all handwriting and signatures in black ink. Documents where the writing, signatures and water mark is unclear and/or copied will render the tender non- responsive.	
<u>It is compulsory to complete the document in black ink. Information may not be typed on the document</u>	
Print the tender document with a quality printer. If the wording is unclear, the document will be discarded.	
Printed documents must be <u>bounded securely</u> according to page numbers to prevent pages getting lost.	
All Annexures with compulsory attachments must be bound to the back of the document. Failure to submit the complete tender document, Complete Pricing schedule, supporting documents and specifications will render the tender non- responsive.	
No alterations of the document will be accepted. Any alterations will disqualify the tender	
If possible, Print the <u>Tender document</u> on <u>both sides</u> to save paper and for standardisation.	
<u>THIS TENDER DOCUMENT CONSISTS OF 91 PAGES.</u> Ensure that the entire document, including all pages are submitted. Missing pages will render the tender non-responsive.	

It is compulsory to comply and sign below if the tenderer agrees to the requirements above

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER

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ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Supply Chain Management
Contact Person: Viandro van Wyk
e-mail: viandro.vanwyk@sbm.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION / SPECIFICATIONS MAY BE DIRECTED TO:

Contact Person: Gert Beneke
e-mail: gert.beneke@sbm.gov.za

CHECKLIST

Please ensure that you have included all the documents listed below and submit it with your tender document as well as ensure that you adhere to the listed requirements. This will ensure that your tender is not deemed to be non-responsive and disqualified

PLEASE TICK BOX ☒

- ☐ Current, Valid Tax Clearance Certificate
- ☐ Identity Documents of all those with equity ownership in the organization. In the case of a company please include only those ID documents of the Directors with equity ownership.
- ☐ Company registration forms
- ☐ **Copies of bidders and director's municipal accounts or valid lease agreements**
- ☐ Registration with professional body (If applicable)
- ☐ All relevant sections complete and signed, and all pages of tender document initialed by authorized signatory
- ☐ Proof attached that signatory is duly authorized to enter into contractual agreement with Saldanha Bay Municipality on behalf of the organization
- ☐ Valid B-BBEE Certificate. (Original or originally certified copy)
- ☐ Proof of accredited agency

DECLARATION

I declare that all relevant documentations have been included with the bid document and all the tender conditions have been adhered to.

.....
Name

.....
Signature

.....
Date

.....
Capacity

.....
Name of Firm

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SECTION 1.1 ADVERTISEMENT

MUNISIPALITEIT SALDANHABAAI TENDER SBM 14/22/23

VERSKAFFING EN AFLEWERING VAN NUWE 13000L RIOOLSUIGTENKERS EN KRAGOPWEKKERS VIR SALDANHABAAI MUNISIPALITEIT.

Tender dokumente is beskikbaar vir aflaai op die e-Tender publikasie webtuiste www.etenders.gov.za of kan alternatiewelik opgetel word by Mnr. C de Bruyn, Hoofstraat 15, Buller/Beleggingsentrum, Vredenburg vanaf **Maandag, 12 Desember 2022.**

Indien tenders opgetel word, moet 'n nie-terugbetaalbare tender deposito van R172.50 betaal word aan Saldanhabaai Munisipaliteit. 'n Bewys van betaling of bank-gewaarborgde tjek moet aangebied word vir die verkryging van tender dokumente.

Navrae kan gerig word aan Mnr. G. Beneke
Epos: gert.beneke@sbm.gov.za

Tenders moet in die tenderbus by die Departement Finansies, Buller/Beleggingsentrum, Hoofstraat 15, Vredenburg ingedien word voor **12:00 op Vrydag, 27 Januarie 2023** en moet in 'n geseëde koevert wees waarop daar aan die buitekant duidelik gemerk is die bovermelde tender nommer en beskrywing.

Na die sluitingsuur sal die tenders in die publiek oopgemaak word.

Enige of die laagste tender sal nie noodwendig aanvaar word nie.

Die **80/20** voorkeur-puntestelsel soos vervat in die Voorkeur Verkrygingsregulasies Nr. R32 van 20 Januarie 2017 (B-BBEE) sal in die beoordeling van hierdie tender gebruik word.

'n Geldige inkomstebelasting uitklaringsertifikaat soos uitgereik deur die Suid-Afrikaanse Inkomstediens, moet met die tender dokument ingehandig word, en die tenderaar moet voldoen aan die belastingvoorwaardes op die Sentrale Verskaffers Databasis (CSD).

Mnr. H.F. Mettler
MUNISIPALE BESTUURDER
Munisipaliteit Saldanhabaai
Privaatsak X 12
Vredenburg
7380

SALDANHA BAY MUNICIPALITY TENDER SBM 14/22/23

SUPPLY AND DELIVERY OF NEW 13 000L SEWER SUCTION TANKERS AND GENERATORS FOR SALDANHA BAY MUNICIPALITY.

Tender documents can be downloaded from the eTender publication portal at www.etenders.gov.za or alternatively can be collected from Mr. C de Bruyn, 15 Main Road, Buller/Investment Centre, Vredenburg from **Monday, 12 December 2022.**

If tenders are collected, a non-refundable tender deposit of R 172.50 is payable to Saldanha Bay Municipality. A proof of deposit or bank guaranteed cheque is required for the collection of tender documents.

Enquiries can be directed to Mr. G. Beneke
Email: gert.beneke@sbm.gov.za

Tenders must be placed in the tender box at the Finance Department, Buller/Investment Centre, 15 Main Road, Vredenburg, before **12:00 on Friday, 27 January 2023**, in a sealed envelope upon the outside whereon is clearly marked the above-mentioned tender number and description.

The tenders shall be opened in public after the closing hour.

Any or the lowest tender will not necessarily be accepted.

The **80/20** preference point system as contained in the Preferential Procurement Regulations No. R32 of 20 January 2017 (B-BBEE) will be used in the adjudication of this tender.

A valid tax clearance certificate from the South African Revenue Services must be supplied with the tender document and the tenderer must be tax-compliant on the Central Supplier Database (CSD).

Mr. H.F. Mettler
MUNICIPAL MANAGER
Saldanha Bay Municipality
Private Bag X 12
VREDENBURG
7380

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SECTION 1.2

TENDER CONDITIONS AND INFORMATION

1.2.1 General and Special Conditions of Contract

The General Conditions of Contract (GCC) as well as Special Conditions of Contract (SCC) forming part of this set of tender documents will be applicable to this tender in addition to the conditions of tender. Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail.

1.2.2 Acceptance or Rejection of a Tender

The Municipality reserves the right to withdraw any invitation to tender and/or to readvertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest tender or the tender scoring the highest points.

1.2.3 Validity Period

Bids shall remain valid and binding for a minimum of 90 days after the tender closure date and the validity extend automatically till the contract is signed if validity goes beyond the number of days indicated. The reason for this is to ensure that the tender is valid till appeals were considered, if received.

1.2.4 Cost of Tender Documents

Tender documents can be downloaded from the eTender publication portal at www.etenders.gov.za or alternatively can be collected at a non-refundable tender deposit rate payable to Saldanha Bay Municipality. Payment for tender documents must be made by a crossed cheque, cash or payment into SBM Municipality bank account payable to the SBM Municipality. These costs are non-refundable. No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically.

1.2.5 Registration on Accredited Supplier Database

It is expected of all prospective service providers who are not yet registered on the Central Supplier Database, to register online. In the event that a tenderer is not yet registered, it is requested that the online registration proceeds with the Central Supplier Database. The Municipality reserves the right not to award tenders to prospective suppliers who are not registered on the Central Supplier Database.

1.2.6 Completion of Tender Documents

(a) The original tender document must be completed fully in black ink and signed by the authorised signatory to validate the tender. All the pages must be initialled by the authorised signatory and returned. Copies will not be accepted. Failure to do so will result in the disqualification of the tender.

(b) Tender documents may not be altered or retyped.

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(c) The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.

(d) No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically. Any ambiguity has to be cleared with the contact person for the tender before the tender closure.

(e) Tenders must be completed in indelible ink and NO CORRECTION FLUID may be used in the Tender Document. If corrections must be made, a line must be drawn through the correction and it must be initialed.

(f) The bidder must verify regularly on E-tender and our website whether there are any addendums before submission and addendums must be submitted with the tender document.

1.2.7 Compulsory Documentation

1.2.7.1 Income Tax Clearance Certificate

(a) A valid Income Tax Clearance Certificate must accompany the bid documents unless the bidder is registered on the Accredited Supplier Database of the Municipality and the Municipality has a valid Income Tax Clearance Certificate for the bidder on record. If the South African Revenue Services (SARS) cannot provide a valid Income Tax Clearance Certificate, the bidder must submit a letter from SARS on an original SARS letterhead that their tax matters are in order.

1.2.7.2 Construction Industry Development Board (CIDB)

When applicable, a certified copy of the bidder's registration and grading certificate with the CIDB must be included with the tender. Failure to do so will result in the disqualification of the tender.

1.2.7.3 Municipal Rates, Taxes and Charges

(a) A certified copy of the bidder's municipal account for the month preceding the tender closure date must accompany the tender documents.

(b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be disqualified.

1.2.8 Authorized Signatory

(a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorizing the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.

(b) A bid shall be eligible for consideration only if it bears the signature (original in black ink) of the bidder or person duly and lawfully authorized to sign it for and on behalf of the bidder.

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1.2.9 Site / Information Meetings

Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings.

1.2.10 Samples

Samples, if requested, are to be provided to the Municipality with the tender document and are not returnable.

1.2.11 Quantities of Specific Items

If tenders are called for a specific number of items, Council reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second placed bidder. The process will be continued to the Municipality's satisfaction.

1.2.12 Submission of Tender

(a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and be **placed in the tender box on the Ground floor at the Buller/Investment Centre, 15 Main Road, Vredenburg by not later than 12:00 on requested date.**

(b) Faxed, e-mailed and late tenders will not be accepted. Tenders may be delivered by hand, by courier, or posted **at the bidder's risk** and must be received by the deadline specified above and be placed in the tender box, irrespective of how they are sent or delivered.

1.2.13 Expenses Incurred in Preparation of Tender

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the tender.

1.2.14 Contact with Municipality after Tender Closure Date

Bidders shall not contact the SBM Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the SBM Municipality, it should do so in writing to the SBM Municipality. Any effort by the firm to influence the SBM Municipality in the bid evaluation, bid comparison or contract award decisions will result in the rejection of the bid.

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1.2.15 Opening, Recording and Publications of Tenders Received

(a) Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out loud.

(b) Details of tenders received in time will be published on the Municipality's website as well as recorded in a register which is open to public inspection.

1.2.16 Evaluation of Tenders

Tenders will be evaluated in terms of their responsiveness to the tender specifications and requirements as well as such additional criteria as set out in this set of tender documents.

1.2.17 Supply Chain Management Policy and Regulations

Bids will be awarded in accordance with the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 as well as the Municipality's Supply Chain Management Policy.

1.2.18 Contract

The successful bidder will be expected to sign the agreement of this bid document **within 7 (seven) days** of the date of notification by the Saldanha Bay Municipality that his/her bid has been accepted. The signing of the relevant sections of this bid document signifies the conclusion of the contract. The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.

1.2.19 Language of Contract

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

1.2.20 Stamp and Other Duties

The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions.

1.2.21 Wrong Information Furnished

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.

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1.2.22 Enquiries

Enquiries in connection with these tender specifications, prior to the tender closure date, may be addressed to Mr. G. Beneke at e-mail address: gert.beneke@sbm.gov.za. Enquiries regarding the Tender Process and Supply Chain Management related aspects may be addressed to Mr. V. van Wyk at e-mail address: viandro.vanwyk@sbm.gov.za.

1.2.23 Submission of Invoices:

The successful bidder(s) to ensure compliance with Section 20(4) of the Value Added Tax (VAT) Act, 89 of 1991.

In terms of Section 20(4) of the Act, the TAX INVOICE(S) received from registered Vat vendors MUST bear the following information:

- The words "TAX INVOICE" in a prominent place;
- Name, address and VAT registration number of the supplier;
- The name and address: Saldanha Bay Municipality, Private Bag X12, Vredenburg, 7380;
- The Saldanha Bay Municipality VAT registration number: 41001113150;
- Unique VAT invoice number and date of issue;
- Accurate description of goods and/or services;
- Quantity or volume of goods or services supplied; and
- Price and VAT amount and percentage (%).

Failure to comply with abovementioned will result in payments not been made timeously.

Also take note that Saldanha Bay Municipality will not be liable for any late payments as a result of invalid Tax Invoice submitted by suppliers

I hereby declare compliance with Section 20(4) of the Value Added Tax (VAT) Act, 89 of 1991 and that I am duly authorised to sign on behalf of the company

PRINT NAME

SIGNATURE

DATE

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SECTION 1.3**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 any thing 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 supplies 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.

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- 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 supplies 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 "Written" or "in writing" means handwritten 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, 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 supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

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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 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

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.

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:

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- (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 in SCC.

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 supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 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 supplies 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 supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies 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 supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies 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 supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies 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 23 of GCC.

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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 and 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, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

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 in the SCC.

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
 - (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.

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- 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 in SCC, 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 in SCC.
- 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 in SCC 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 in SCC, 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 in SCC.

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- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

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

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

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 these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

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- 21.4 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 supplies are required, or the supplier's services are not readily available.
- 21.5 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 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies 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 judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or 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.

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- 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 intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, 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 Accounting Officer / Authority 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.

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24. Anti-dumping 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 contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies 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.

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- 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 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 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.

28. Limitation of liability

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

29. Governing language

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

30. Applicable law

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

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.

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- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

- 34.1 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 (or bid rigging).
- 34.2 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 the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

SECTION 2.1

MBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SALDANHA BAY MUNICIPALITY.

BID NUMBER: **SBM 14/22/23** CLOSING DATE: **27 JANUARY 2023** CLOSING TIME: **12H00**

DESCRIPTION: **SUPPLY AND DELIVERY OF NEW 13 000 L SEWER SUCTION TRUCKS AND GENERATORS FOR SALDANHA BAY MUNICIPALITY.**

The successful bidder will be required to fill in and sign a written Contract (MBD 7.1)

BID DOCUMENTS MAY BE POSTED TO:

The Municipal Manager
Saldanha Bay Municipality
Private Bag X12
VREDENBURG
7380

OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

The Finance Department
Buller/Investment Centre
Ground Floor
15 Main Road
VREDENBURG
7380



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

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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

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

NAME OF BIDDER

POSTAL ADDRESS.....

.....

STREET ADDRESS

Initial_____

TELEPHONE NUMBE: CODE.....NUMBER.....

CELLPHONE NUMBER.....

FACSIMILE NUMBER

.....

E-MAIL ADDRESS

.....

VAT REGISTRATION NUMBER

.....

HAS A VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (MBD 2)
YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1)

YES or NO

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 ACCREDITATION SYSTEM (SANAS); OR.....☐

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 or NO

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER

DATE.....

CAPACITY UNDER WHICH THIS BID IS SIGNED

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION / SPECIFICATIONS MAY BE DIRECTED TO:

Contact Person: Mr. G. Beneke

E-mail: gert.beneke@sbm.gov.za

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SECTION 2.2**MBD 2****TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

1. In order to meet this requirement bidders are required to make application for a Tax Clearance Certificate" from 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. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
4. 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.
5. 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.

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SECTION 3.1

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, 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 authorized representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

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

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

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

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

3.9.1 If yes, furnish particulars
.....
.....

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

3.11.1 If yes, furnish particulars
.....
.....

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

3.11.2 If yes, furnish particulars
.....
.....

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

3.12.1 If yes, furnish particulars.
.....
.....

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

3.13.1 If yes, furnish particulars.
.....
.....

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

3.14.1 If yes, furnish particulars:
.....
.....

Initial_____

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder (The Company)

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SECTION 3.2**MBD 6.1****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

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

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

1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

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

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

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

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) 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.

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

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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) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** 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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

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- (q) **“total revenue”** bears the same meaning assigned to this expression 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 and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- $P_{\min}$ = Comparative price of lowest acceptable bid

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POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 4.2 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations 2017, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

- 4.3 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 4.4 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.5 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 4.6 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.7 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.8 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.9 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

Initial _____

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

- 8.2 VAT registration number:.....

- 8.3 Company registration number:.....

- 8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

- 8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

- 8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

Initial_____

8.7 MUNICIPAL INFORMATION**Municipality where business is situated:****Registered Account Number:****Stand Number:**.....

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

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES	
1.	
2.	

..... SIGNATURE(S) OF BIDDER(S)	
DATE:	
ADDRESS	
	

Initial_____

SECTION 3.3

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database 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 National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register, enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		

Initial_____

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.5.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer (Company)

Initial_____

DECLARATION OF MUNICIPAL ACCOUNTS OF COMPANY AND DIRECTORS

Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
--	---------------------------------	--------------------------------

The Tenderer must affix proof of Municipal Accounts or valid lease agreements of the company as well as Directors and also complete the addresses of Directors below. If the Bidder has more than 12 Directors, a schedule with addresses must also be attached to the tender document.

Director 1 Address:Mr. / Mrs

Director 2 Address:Mr. / Mrs

Director 3 Address:Mr. / Mrs

Director 4 Address:Mr. / Mrs

Director 5 Address:Mr. / Mrs

Director 6 Address:Mr. / Mrs

Director 7 Address:Mr. / Mrs

Director 8 Address:Mr. / Mrs

Director 9 Address:Mr. / Mrs

Director 10 Address:Mr. / Mrs

Director 11 Address:Mr. / Mrs

Director 12 Address:Mr. / Mrs

Initial_____

SECTION 3.4

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. Take all reasonable steps to prevent such abuse;
 - b. Reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. Cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

Initial_____

MBD 9**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

MBD 9

Initial _____

The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

6. 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.
7. 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.
8. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

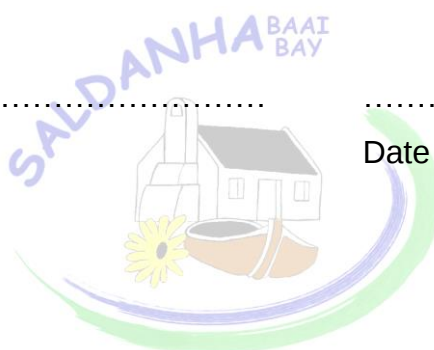
³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

MBD 9

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 (Company)

Initial_____

SECTION 3.5

Central Supplier Database (CSD)

CENTRAL SUPPLIER DATABASE

Paragraph 14(1)(a) of the Municipal Supply Chain Management Policy states that the municipality must keep a list of accredited prospective providers of goods and services that must be used for the procurement requirements. Saldanha Bay Municipality has decided to accept an invitation from Provincial Treasury to join the Western Cape Supplier Database (WCSD) with the view of using one centralized database. However, on 01 July the Municipality will make use of the Centralised Supplier Database. This decision was taken based on the advantages it holds for our suppliers as well as our organization's procurement processes. All prospective providers of municipal goods and/or services are hereby requested to register their business with the CSD.

The usage of the Centralised Supplier Database came into effect on 01 July 2016. REGISTRATION WILL BE COMPULSORY IN ORDER TO CONDUCT BUSINESS WITH SALDANHA BAY MUNICIPALITY. The database will be used to verify the accreditation of a supplier before an award can be made.

All prospective suppliers should be aware of the amended codes of good practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act as issued by the Minister of Trade and Industry (Gazette No.36928) on 11 October 2013.

Enquiries can be made to Mr. A. Plaatjies at 022-701 6824.

CSD registration number (if registered): MAAA

Initial_____

SECTION 4.1**SPECIAL CONDITIONS OF CONTRACT**

1. The GCC, clause 15, states a guarantee period of 12 months. This clause is superseded by the guarantee period as requested in the Specification Schedule of the item.
2. It is compulsory that all subitems should be completed in full and comply to all the minimum specifications to be found responsive for the specific item.
3. The Municipality reserves the right to purchase any quantity per item, including none and including additional items.
4. It is compulsory for the tenderer to be an accredited agent / dealer of the manufacturer and to submit proof thereof.
5. Par 1.2.6(e) supersedes Par 1.25 of the GCC relating to tender documents must be completed in handwriting with black ink.
6. Failure to submit all the documents requested in annexure "B" and failure to comply to the minimum specifications will the bid non-responsive.



Initial_____

SECTION 4.2: GENERAL SPECIFICATION COMPLIANCY STATEMENT

1. CHECK LIST (APPLICABLE FOR ALL ITEMS)

IT IS COMPULSORY TO SIGN ALL LINE ITEMS IF TENDERER COMPLIES		
IMPORTANT NOTICE AND CHECK LIST FOR TENDERERS		
DESCRIPTION	ACTION	SIGNATURE
1. It is compulsory to attach <u>all</u> documentation as requested, to the Tender.	Attach	
2. Bids shall remain valid and binding for a minimum of 90 days after the tender closure date and the validity extend automatically till the contract is signed if validity goes beyond the number of days indicated. The reason for this is to ensure that the tender is valid till appeals were considered, if received.	Comply	
3. Compulsory ISO / SANS accreditation where applicable.	Comply	
4. The tenderer shall be an accredited agent (Parts, Sales, Dealership and Workshop) of the manufacturer, appointed by the manufacturer or South African Head office of the manufacturer, in writing <u>(Attach proof of appointment letter from manufacturer)</u> .	Comply & Attach	
5. Proof to be provided that the person completing the tenderer is employed by the agency of the manufacturer and duly authorized to tender on its behalf. (Original Document or Originally certified copy)	Comply & Attach	
6. Tenderer to ensure that an approved agency (Including dealership and workshop) of the manufacturer (including any attachments / additions) are situated within a <u>minimum radius</u> from Saldanha Bay Municipality head office in Vredenburg as stipulated in the specifications per item.	Comply	
7. The tender shall make use of an accredited body / tank builder (Trucks).	Comply	
8. All sub-items shall comply with all the minimum specifications.	Comply	
9. Tender quantities are estimated, and the Municipality reserves the right to purchase any quantity, if any, including none.	Comply	
10. The tender will be adjudicated per <u>total price per item</u> .	Take note	
11. It is compulsory to confirm "yes" or "no" on all specifications in sections. (Each line). Failure to confirm will be regarded as "no"	Comply	
12. It is Compulsory to Attach standard, manufacturer's specifications and to clearly mark the item tendered for. Specifications in the tender document must reflect on the specification sheet and comply to the minimum specifications.	Comply & Attach	
13. It is compulsory to comply to all the minimum specifications.	Comply	
14. Penalties for late deliveries will be applicable as per section 21,22 and 23 of the General Conditions of contract.	Take note	
15. Notwithstanding any omissions, all items shall be delivered / installed at the Municipal Workshop in Vredenburg, fully functional and operational, complying with the minimum specifications. Additional cost to comply shall be for the account of the tenderer.	Comply	
16. The tender quantities and award is subjected to available budget.	Take note	
17. Delivery / Installation and full fuel tank must be included in the tender price.	Comply	

It is compulsory to comply to all line items above and to sign all listed notices

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER

Initial _____

SECTION 4.2

COMPULSORY GENERAL SPECIFICATIONS APPLICABLE FOR ALL ITEMS **COMPULSORY TO COMPLETE**

PRICING SCHEDULE

THE ORIGINAL, MUNICIPAL PRICING SCHEDULE MUST BE SUBMITTED. Any other pricing schedule or prices on letter head will not be accepted.

The pricing schedule provides for a breakdown of individual accessories / attachment for budget purposes. Council also holds the right to accept or reject any portion or item of any tender without prejudice.

Please note that the total item price will be used for evaluation purposes. No price corrections will be accepted or allowed after tender closure and therefore tenderers are requested to ensure that calculations are correct and line items correspond to the total.

All line items / subitems in the pricing schedule must be completed.

No line items must be left blank. Line items which cost is included in the tender price, must be indicated as "included". Line items provided free of charge must be indicated with "R0.00". If these pricing instructions are not adhered to, the tender will be found non-responsive.

Comply
Yes/No

COMPULSORY TO CONFIRM YES/NO	
------------------------------	--

Quantities

Estimated quantities for purchase will be noted at each individual item. Take note that the quantities are only an estimation for pricing purposes. The Municipality reserves the right to purchase any quantity of items including none. The tender will be awarded per individual item. Additional items may be purchased, given that the supplier can provided the item at the same price.

Comply
Yes/No

COMPULSORY TO CONFIRM YES/NO	
------------------------------	--

DELIVERY PERIOD

Items shall be delivered within the delivery period as stated in the detailed specifications.

Penalties for late deliveries will be applicable as per section 21, 22 and 23 of the General Conditions of contract. Failure to deliver within the requested period will also result the termination of contract and to be included in the schedule of tender defaulters. The tenderer may be held accountable for the additional cost incurred. The delivery period must be confirmed in the pricing schedule.

Comply
Yes/No

COMPULSORY TO CONFIRM YES/NO	
------------------------------	--

Initial_____

COMPLIANCE ON DELIVERY

It is compulsory that vehicles and plant must be delivered / installed (generators) at Vredenburg and comply to all the minimum specifications and all required documentation attached supplied on delivery. Failure to meet or exceed the minimum specifications will result in non-acceptance of the item with cost to comply for the account of the tenderer. Delivery /installation costs and full fuel tank must be included in the tender price.

Comply
Yes/No

COMPULSORY TO CONFIRM YES/NO	
------------------------------	--

ONLY NEW VEHICLES AND PLANT WILL BE ACCEPTED

All vehicles, machinery and plant shall be new, and First registration of the vehicle / machine must be in the name of Saldanha Bay Municipality.

Comply
Yes/No

COMPULSORY TO CONFIRM YES/NO	
------------------------------	--

Service Centre

Saldanha Bay Municipality will service vehicles at the nearest accredited agent with Vredenburg as reference.

Comply
Yes/No

COMPULSORY TO CONFIRM YES/NO	
------------------------------	--

It is compulsory to comply to all the minimum specifications
It is compulsory to confirm "yes" or "no" on all line items

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER

Initial_____

ITEM 1: SUPPLY AND DELIVERY OF SEWER VACUUM TANKERS

COMPULSORY GENERAL SPECIFICATIONS

Comply
Yes/No

All vehicles must comply with the regulations of the National Road Traffic Act. License disc and registration plates must be fitted with delivery and registered in the name of Saldanha Bay Municipality. The Municipality Reserves the right to test any vehicle at the Municipal Vehicle Testing station.	
First registration of the vehicle must be in the name of Saldanha Bay Municipality and original registration papers provided on delivery	
Tenderer to ensure that an approved agency (Including dealership and workshop) of the <u>manufacturer and body builder</u> (including any attachments / additions) are situated within a minimum radius of <u>180km</u> from Saldanha Bay Municipality head office in Vredenburg	
Tender Price must include delivery at the Municipal Workshop, Vredenburg	
1x Amber/Red rotating/flashing LED dome light, visible from all four corners of the vehicle and not fitted directly on the cab.	
Heavy duty battery master switch situated at battery box.	
All vehicles must be supplied with at least two sets of keys for each lockable compartment and doors.	
Spare wheel supplied	
Hydraulic Jack to be able to lift one wheel of fully laden vehicle.	
Wheel Spanner to fit all wheel nuts and approved by Manufacturer	
SABS approved red reflective warning triangle	
Rubber floor mats for driver and each seated passenger.	
Only factory fitted decals allowed.	
<u>Delivered with full fuel tank</u>	
Compulsory installation of <u>GPS and vehicle monitoring</u> system with two ID keys per vehicle.	
Detailed, original manufacturer's specifications of vehicle AND accessories / attachments must be submitted with each tender document. Delivered vehicles must comply to factory specifications	
Ensure that vehicle mass on all axles, with full load, when additional equipment is fitted, does not exceed maximum permissible axle mass as required by the manufacturer of vehicle AND Road Traffic Legislation.	
All vehicles must be brilliant white in colour	

It is compulsory to comply to all the minimum specifications

It is compulsory to confirm "yes" or "no" on all line items

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER

Initial _____

INSPECTION OF VEHICLES AT BODY BUILDERS:

- [i] Provision shall be made for 2 (two) officials for inspection of the units after the tender has officially been awarded. These inspections shall be carried out as follows:
- When fitment of body and equipment is 50% completed on chassis.
 - Complete fitment, before carpeting/spray-painting.
 - Final inspection prior to delivery.
- [ii] Appointment for inspections can be made with W Olivier at (022) 701 7075 at least three (3) days in advance.

Comply
Yes/No

COMPULSORY TO CONFIRM YES/NO	
------------------------------	--

Compulsory Accredited Agency

In view of the sophistication of vehicles, only the chassis/cab manufacturer or authorised dealers of the chassis/cab (truck) combination shall be allowed to tender. Tenderers are therefore required to be appointed as authorized dealers of the Chassis / Cab by the manufacturer in writing and **attach proof**. [Letter of the Manufacturer to be Attached] that they are authorized by the manufacturer as an Agent (Dealer, OEM Spares and Workshop) in respect of the warranty, after sales service, workshop, support and spares supply of the items offered. The Chassis / Cab Tenderer shall make use of an **accredited body builder** in terms of the Road Traffic Act and shall attach a valid, copy of vehicle- and body builder NaTIS agency accreditation certificate. It is compulsory to supply approved dealer/agency code below and reflects on a letter head of the manufacturer.

Comply
Yes/No

COMPULSORY TO CONFIRM YES/NO	
------------------------------	--

TENDERER'S NAME

MANUFACTURER'S AGENCY CODE

--	--

TAKE NOTE THAT THE MUNICIPALITY RESERVES THE RIGHT TO VERIFY AGENCY CODES OF THE TENDERER WITH THE MANUFACTURER

Compulsory Accredited Body Builder

In view of the sophistication of vehicles, only accredited body / tank builders shall be allowed for the construction of tanks, load bodies, cranes etc The body builder shall be situated within the minimum radius from the Municipal head office in Vredenburg, as indicated in the specifications.

Attach valid National Road traffic act accredited body builder certification

Take note that the Municipality reserves the right to confirm accredited status of the tenderer from the manufacturer.

Comply
Yes/No

COMPULSORY TO CONFIRM YES/NO	
------------------------------	--

Initial _____

Agency and Body Builder minimum radius

The vehicle agency and body builder manufacturer shall be situated within a 180km radius from the Municipal head office in Vredenburg.

Comply
Yes/No

COMPULSORY TO CONFIRM YES/NO	
------------------------------	--

Euro engine emission standards

Engines must comply to minimum Euro/Tier III (3) engine emission standards

Comply
Yes/No

COMPULSORY TO CONFIRM YES/NO	
------------------------------	--

DELIVERY (compulsory for ALL items)

All vehicles shall be delivered fully functional and handed over to the Saldanha Bay Municipality's Mechanical Workshop Manager. An appointment must be made before any delivery can take place. Vehicle must be registered in the name of Saldanha Bay Municipality, number plates fitted, and license affixed. Delivery, registration, license fees, number plates and full fuel tank must be included in the tender price

The delivery handover location is the Mechanical Workshop, Saldanha Bay Municipality, corner of Floryn and Escudo Roads, Marais Industria, Vredenburg. The entrance is in Escudo Road.

Comply
Yes/No

COMPULSORY TO CONFIRM YES/NO	
------------------------------	--

It is compulsory to comply to all the minimum specifications
It is compulsory to confirm "yes" or "no" on all line items

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER

Initial_____

COMPULSORY GENERAL SPECIFICATIONS (continued)

G.P.S. VEHICLE POSITION MONITORING SYSTEM (compulsory for all vehicles)

All vehicles **MUST** be supplied with a GPS monitoring system as specified below.

This council currently makes use of a monitoring of vehicle positions and for the monitoring of vehicle usage and management. Council already has a web-based solution and software installed. So as not to have various alternative monitoring systems in place which have to be studied and maintained, Council has now standardized the fitment to all new vehicles which are added to its fleet.

The tenderer is to supply each vehicle with an approved of complete Communicator system fitted by a Siemens (VDO) approved specialist prior to delivery. The supplier and fitment specialist shall have at least 5 years appropriate experience in the fleet monitoring industry.

All enquiries with regards to the approved of suppliers of the Communicator system must be directed via the manufacturer awarded the tender. Contact details available from the municipal workshop management as per contact details noted in this tender. The Fleet Manager Communicator must inter alia have the following monitoring capabilities connected and working prior to delivery: -

- (a) FM Engine Management and Monitoring system;
- (b) FM RPM monitoring & reporting;
- (c) FM Oil Pressure monitoring & reporting;
- (d) FM Water Temperature monitoring & reporting;
- (e) FM Water Level monitoring & reporting;
- (f) FM Vehicle service interval monitoring & reporting: -
 - All vehicles are to be supplied with a special clearly visible approved of warning light on the dashboard which must be activated by the FM 300 Communicator when the vehicle is due for a service. The light shall be professionally marked showing that it is a service indicator light. It shall be activated by distance travelled or by hours used as may be required by Council. For cars and LDVs the service light will be activated by distance travelled;
- (g) FM GPS position monitoring and reporting;
- (h) Each vehicle must be **supplied with at least 2 (two) blue FM300 identity keys**

The Communicator system for EACH vehicle must include inter alia: -

Communicator kit complete, integrated GSM, GPRS and GPS module complete, SIM card, installation of the complete unit as detailed above, **SINGLE** software license for **EACH** vehicle. Any other license or hardware which is required to enable the above to operate effectively and legally shall be included in the above.

NOTE THAT THE UNIT AND SYSTEM MUST BE ACTIVE AND INTRODUCED TO THE WEBSITE ON DELIVERY

		<u>Comply</u> <u>Yes/No</u>
COMPULSORY TO CONFIRM YES/NO		

Initial_____

SECTION 4.3: COMPULSORY DETAILED SPECIFICATION COMPLIANCY STATEMENT

ITEM 1: SUPPLY AND DELIVERY OF 13 000 L 6X4 SEWERAGE VACUUM TANKER

ESTIMATED QUANTITY: TWO

ITEM PARTICULARS	MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
ENGINE	Minimum Euro III compliance		
Maximum Power Output (kW)	Not less than 230kW		
Cylinders	Only 5 and 6-cylinder engines will be accepted		
PROPULTION	6 X 4 (No Tag axle accepted), four driven hubs		
DIFF LOCK	Compulsory differential lock between drive axles		
GROSS VEHICLE MASS (Manufacturer)	Minimum 27 000kg to adequately load full water/sewer load incl. tank & equipment.		
GEARBOX	Minimum 9 Forward gears, Manual Shift Synchromesh with dry type clutch		
BRAKES	ABS System Compulsory.		
AIR CONDITIONER	Compulsory factory fitted air conditioner as reflected in standard manufacturer's specification sheet		
STEERING	Vertical Telescopic adjustable (Up and down) and horizontal adjustable (Forward and backwards)		
DRIVER SEAT	<u>Pneumatic</u> Adjustable: Forward and backwards, up and down, back adjustment and thigh adjustment		
CAB	Forward Tilt		
Passengers	Provision for <u>minimum 3 seats in the cab</u> as per standard factory application included in factory specification sheet. Seats must be equipped with individual seat belts for all three seats and factory registered for driver and 2 seated passengers, as standard factory feature and reflecting accordingly on the license disc		
PTO	Close coupling to transmission		
Specifications	Heavy duty, single speed.		
Engagement	PTO activated electrically or pneumatically		
Speed ratio	PTO speed shall be a minimum of 75% of engine speed. And maximum 1:1.		
Fail Safe	A failsafe system to be incorporated to prevent vehicle to be driven with PTO engaged.		
Warning Light	Warning light for PTO engagement		

Initial_____

ITEM PARTICULARS	MINIMUM SPECIFICATIONS (Continued)	COMPLY YES/NO	OFFERED SPECIFICATIONS
VACUUM TANK	Minimum 13 000 litre at full capacity		
Mounting	Mounted on suitable robust chassis. Provision made to absorb flexibility of chassis.		
Material & Construction	Constructed from 3CR12 / Stainless Steel . Minimum 4.5mm sides and 6mm dished ends.		
	The grade must be clearly factory indicated on the sheets that will be verified on construction inspection. The 3CR12 / stainless steel will also be subjected to magnetic tests		
	Municipal representatives will inspect the tank <u>before painting</u> to verify <u>Grade 3CR12 / stainless steel</u> manufacture. Take note of the compulsory inspections discussed in the general conditions		
	The truck delivery will not be approved unless proof of tank inspection is not signed off by the tenderer AND municipal representatives and provided with delivery		
Baffles	Minimum 5 (five) internal welded segments. Minimum 4.5mm strengthened 3CR12 Stainless Steel internal baffles. Bottom openings to ensure movement of sludge & solids.		
Outside re-enforcement	<u>Apart from baffles and inside re-enforcements, the tank shall also have a minimum of 5(five) equidistance outside segments, rolled and welded round the tank. The segments of minimum 100mmX50mm channel rolled to the profile of the tank and fully welded</u>		
Personnel access	By means of minimum 450mm manhole with airtight, hinged lid. Adequate steel ladder for access to manhole		
Heather Tank	3CR12 / Stainless Steel Heather tank with bottom mounted drain valve & Side glass.		
Vacuum release	50mm Vacuum release valve.		
Sewerage inlet	100mm ball valve with perrot coupling.		
Sewerage discharge	150mm knife type valve with wheel action and REDUCED TO 100mm male perrot coupling.		
Hose Trays	2 x 3CR12 / Stainless steel trays mounted on either side above mudguards.		
Suction Hoses	2 x 6m lengths of 100mm diameter Kanaflex suction hose with clamped male- and female perrot couplings		
Mud guards	3CR12 / Stainless Steel with mud flaps.		
Lights	Working Lights at Vacuum pump and rear end of Truck for night operation.		
	LED taillights.		

Initial_____

ITEM PARTICULARS	MINIMUM SPECIFICATIONS (Continued)	COMPLY YES/NO	OFFERED SPECIFICATIONS
VACUUM SYSTEM AND HYDRAULICS	<u>VACUUM PUMP SITUATED BELOW CHASSIS ON THE LEFT-HAND SIDE</u>		
Vacuum pump	<u>Only Jurop PNR 82 vacuum pump will be accepted for standardisation and spare stock purposes</u>		
	Hydraulic driven <u>vane</u> vacuum pump, oil cooled, with negative pressure suction and <u>positive pressure discharge facility</u> . Design valves and system for positive tank pressure for unloading		
	Vacuum and pressure systems colour coded on pump and valves		
	Maximum Power required: Not less than 12kW		
	Maximum vacuum capacity: Up to -0.9 bar		
	Appropriate to vacuum build up to -80kPa of the tank within 3 minutes		
	Free Air flow of minimum <u>8000 l/min</u>		
	Oil tank capacity: 2.2 litres		
	Dimensions: Minimum 620mm(L) X 270mm(W) without motor		
	<u>It is compulsory to attach a pump specification sheet confirming all pump requirements above. The specification sheet must be the original manufacturer's specification sheet – no covering letters will be accepted.</u>		
Hydraulic Tank	150L Steel tank with side glass, ball valve, breather and oil filters		
Additional components	Fit new 3-inch suction filter. Fit new 3-inch primary and secondary shut off valves. Tank to have 3 vacuum and pressure relief valves. Fit exhaust/oil trap		
Safety System	3 Stage system with overspill valve and solids filter. Tank tested to -90kPa.		
WEIGHT DISTRIBUTION	Ensure that vehicle, fully laden with full fuel tank and 2 passengers comply to National Road Legislation w.r.t. maximum permissible load on each axle.		
SIGNING OFF SPECIFICATIONS	<u>It is compulsory to inspect Municipal Tanker at the municipal workshop: CFG 38449, D137 and ensure the tank, valves and pipe system are manufactured exactly as the Municipal sample. Any deviations from the municipal sample will not be accepted with cost to comply for the account of the tenderer. No order will be printed unless the signed attendance register of inspection and detailed drawings and specifications are submitted and signed off</u>		
	Contact G Beneke at phone number 022 701 6942 to arrange an appointment for inspection		
	<u>It is compulsory to attach Drawings, layout and specifications, attached to the tender document</u>		

Initial_____

ITEM PARTICULARS	MINIMUM SPECIFICATIONS (Continued)	COMPLY YES/NO	OFFERED SPECIFICATIONS
Paint Specifications:	Truck Cab: Brilliant White		
Paint Specifications: Tank	Outside: Corrosion resistant with 2 final coats of white.		
West Coast Treatment Specifications	West coast treatment is compulsory		
	Sand down to 2,5 blast profile – 50-75µm One coat “High Build” aluminium epoxy primer with 125µm DFT with Two coats “High Build” Polyurethane Enamel with a total of 125µm DFT		
Certification	<u>Original Corrosion Treatment certificate</u> to be produced with vehicle delivery.		
Inspection	Allow cost for inspection of Municipal Officials at 3 stages of paint schedule of West Coast Treatment and Tank paint work		
GUARANTEE Vehicle Guarantee	12 months irrespective km's, all inclusive guarantee		
	3 years / 300 000 km drive train guarantee		
Tank Guarantee	3 years on tank construction		
Hydraulic System & Pump	1 Year		
RUST / CORROSION GUARANTEE	Minimum Standard 3-year rust/corrosion guarantee		
Cab			
Chassis	12 Months OR Full West Coast Treatment		
Tank	3 years		
Agency	Due to the sophistication and compliance of vehicles only accredited agents / dealers of the truck manufacturers are allowed to tender. Attach documentary proof of accredited agency / dealer from the manufacturer		
Body builder	The tenderer will make use of an accredited vacuum tank builder. Attach Proof of accredited body builder certification		
DELIVERY PERIOD	Items shall be delivered to the Municipality within 20 weeks after reception of formal order.		

Initial_____

ITEM PARTICULARS	MINIMUM SPECIFICATIONS (Continued)	COMPLY YES/NO	OFFERED SPECIFICATIONS
Specifications Compulsory to attach to tender	Detailed and original manufacturer's specifications of vehicle, reflecting and verifying all specifications as requested.		
Vehicle:			
Tanker unit with mass distribution	Detailed drawings of complete vehicle and tank unit indicating fully laden mass distribution diagram		
Pump and vacuum system.	Detailed manufacturer's specifications of the vacuum pump unit.		
Body Builder	Documentary proof of the use of a NaTIS accredited body builder/ tank builder. Certificate must be attached.		
Agency	Documentary proof from the manufacturer that the tenderer is an accredited Agency/ Dealer of the truck (chassis/ cab) manufacturer as noted. Attach agency (accredited parts, sales, workshop, guarantee and after sales service) confirmation letter from the manufacturer with the official letterhead of the manufacturer.		
Documentation (Compulsory to provide on delivery)			
West Coast Treatment	Produce certificate on delivery		
Registration	Prior to delivery, the unit must be licenced and registered in the name of Saldanha Bay Municipality. License and number plate affixed in suitable holders. Original Registration papers handed over on delivery.		
	Tank design signed off by Fleet manager		
Tank	Attach vacuum test certificate to -80kPa on delivery.		
Guarantee schedule	Documentary proof of guarantee		

It is compulsory to comply to all the minimum specifications

It is compulsory to confirm "yes" or "no" on all line items

Initial_____

COMPULSORY TO COMPLETE

VEHICLE DETAILS (As reflected on attached standard manufacturer's specification sheet)

TRUCK MANUFACTURER	DETAILED MODEL DESCRIPTION	MODEL CODE

COMPULSORY TO COMPLETE

AGENCY DETAILS (As reflected on attached accredited agency letter)

MANUFACTURER	TENDERER'S ACCREDITED AGENCY CODE

COMPULSORY TO COMPLETE (For inspection purposes)

TANKER MANUFACTURER	CONTACT DETAILS (tel. number)

I accept and approve all of the above.



.....

SIGNATURE OF TENDERER

Initial_____

Confirmation:

I confirm that I considered the critical specifications highlighted below which is again noted due to the major impact on the pricing schedule and compliance

It is compulsory to confirm "yes" or "no" on all requested line items below

ITEM PARTICULARS	MINIMUM SPECIFICATIONS	COMPLY YES/NO
VACUUM TANK	Manufactured from 3CR12 / Stainless Steel	
	Minimum 13 000 litre capacity	
	2 X Hose trays manufactured from 3CR12 / Stainless Steel	
VACUUM PUMP	Vacuum pump (Jurop PNR82)	
Baffles	Minimum 5 (five) internal segments. Minimum 4.5mm strengthened 3CR12 Stainless Steel internal baffles. Bottom openings to ensure movement of sludge & solids.	
Outside re-enforcement	<u>Apart from baffles and inside re-enforcements, the tank shall also have a minimum of 5 (five) equidistance outside segments welded around the tank. The segments of minimum 100mmX50mm channel rolled to the profile of the tank and fully welded</u>	
3-SEAT CONFIGURATION	Provision for <u>minimum 3 seats in the cab</u> as per standard factory application included in factory specification sheet. Seats must be equipped with individual seat belts for all three seats and factory registered for driver and 2 seated passengers, as standard factory feature and reflecting accordingly on the license disc	
SIGNING OFF SPECIFICATIONS	<u>It is compulsory to inspect Municipal Tanker: CFG 38449, D137 and ensure the tank, valves and pipe system are manufactured exactly as the Municipal sample. Any deviations from the municipal sample will not be accepted with cost to comply for the account of the tenderer. No order will be printed unless the signed attendance register of inspection and detailed drawings and specifications are submitted</u>	
AGENCY AND BODY BUILDER	The Tenderer to ensure that an approved agency (Including dealership and workshop) of the vehicle manufacturer (including any attachments / accredited crane agency / body builder) are situated within a minimum radius of <u>180km</u> from Saldanha Bay Municipality head office in Vredenburg	
Inspection at body builders	Provision shall be made for 2 (two) officials for inspection of the units after the tender has officially been awarded. These inspections shall be carried out as follows: • When fitment of body and equipment is 50% completed on chassis. • Complete fitment, before carpeting/spray-painting. • Final inspection prior to delivery The factory of the body builder will be within a radius of 180km from Saldanha Bay Municipality head office in Vredenburg	
DELIVERY	Delivered with 2 X 100mm hoses, <u>full fuel tank</u> , licensed and registered in the name of Saldanha Bay Municipality, license disc affixed, number plates fitted, and registration papers delivered. Delivery within the stipulated period as per detailed specifications	

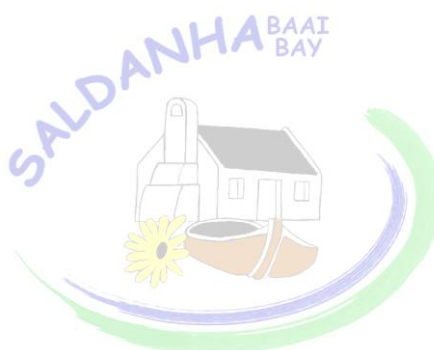
Initial_____

Take note that if the delivered vehicle does not comply to **all** the minimum specifications, the vehicle **will not be accepted** with cost to comply for the account of the tenderer

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER

End of item



Initial_____

ITEM 2 and 3: SUPPLY, INSTALLATION AND COMMISSIONING OF NEW GENERATORS

SECTION 4.2 (Continued)

COMPULSORY GENERAL SPECIFICATIONS

It is compulsory to confirm yes/no on all line items of specification sheets.

	<u>Comply Yes/No</u>
Tenderer to ensure that an approved agency (Including dealership and workshop) of the manufacturer (including any attachments / additions) are situated within a minimum radius of 180km from Saldanha Bay Municipality head office in Vredenburg as stated per individual item	
Tender Price must include installation and commissioning at Vredenburg area	
Items must be installed fully assembled, functional and operational	
Detailed, original manufacturer's specifications of all items must be submitted with each tender document. Delivered items must comply to factory specifications	
Generators must be new with Saldanha Bay Municipality as first owner. Hour meter must not reflect more than 10 hours	
Delivery Period: Items shall be delivered to the Municipality within 16 weeks after reception of formal order.	

Compulsory to all tenderers

In view of the sophistication of plant, only the manufacturer or authorized dealers of the **manufacturer** shall be allowed to tender. Tenderers are therefore required to be appointed as authorized dealers of the machine/unit by the manufacturer/importer in writing and **attach proof.** [Letter (Original or certified copy) of Manufacturer or South African Head Office of Manufacturer to be Attached] that they are authorized by the manufacturer as an Agent (Dealer, Spares and Workshop) in respect of the warranty, after sales service, workshop, support and spares supply of the items offered on an official manufacturer's letter head.

It is compulsory to supply approved dealer code below

	<u>Comply Yes/No</u>
COMPULSORY TO CONFIRM YES/NO	

TENDERER'S NAME

MANUFACTURER'S REFERENCE

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TAKE NOTE THAT THE MUNICIPALITY RESERVES THE RIGHT TO VERIFY AGENCY CODES WITH THE MANUFACTIRER

It is compulsory to comply to all the minimum specifications
It is compulsory to confirm "yes" or "no" on all line items

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER

Initial_____

SECTION 4.2 (Continued)**COMPULSORY GENERAL CONDITIONS**

MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
INFORMATION AND CONDITIONS: The engine must operate under the following conditions : a) Altitude : 200m above sea level b) Ambient temperature : -4°C to +40°C c) Humidity : 65% RH d) Distance from sea : ±15km e) Wind speed : In excess of 60 km/h f) Rain : from a light drizzle to heavy rain in stormy conditions		
ENGINE Internal combustion diesel engine complying to the detailed specifications per item. Comply to detailed engine specifications as reflected per individual item. Emergency STOP facility. Compliance to European, minimum Stage/Tier/Euro II, engine emission standards for all engines will be compulsory		
GENERATING UNIT The machine must be of the single bearing, 4 pole, revolving field, and brushless, screen protected, self-regulating horizontal flange mounted drip proof type in compliance with BS 5000, Part 99, and equipped with an electronic voltage regulator. The regulation must not exceed 2% of the nominal, at all loads, with the power factor between unity and 0,8 lagging and within the driving speed variation of the engine governor characteristics specified, between no-load and full load. The excitation system must be designed to promote rapid recovery following the sudden application of the full load; the voltage must recover to within 2.5% of the steady state within 300 milli seconds following the transient. The voltage dip must not exceed 20% under full load application. The frequency regulation must be between 49,5 to 50,5 with 50Hz as the norm.		

Initial_____

SECTION 4.2 (Continued)**COMPULSORY GENERAL CONDITIONS**

MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
STARTING SYSTEM (Engine): The engine must be so designed to easily started from cold, under summer as well as winter conditions. A 12V or 24V electric starter motor must be fitted to the engine with a 100Ah battery. Besides the <u>automatic starting and stopping</u> , provision must be made on the control panel for <u>manual starting and stopping</u> of the generation set and battery charging and regulator function must be supplied from the engine.		
COOLING SYSTEM: Water cooled radiator filled with 50% antifreeze		
ENGINE PROTECTION Mechanical engine protection system which constantly monitors the engine oil pressure and temperature of the engine. The device must shut the engine down in the event of a loss of oil pressure or engine overheats. The shut-down unit may be electronic if the installation of a mechanical unit is not possible.		
FUEL SYSTEM: Compatible with 50ppm diesel The fuel injection equipment must be suitable for the operation with diesel fuel complying with SANS 342. Fuel filters and water trap of the replaceable element type must be fitted to the engine.		
FUEL TANK: The tank shall have sufficient capacity for standby set to run the engine on full load for a period of 8 hours. The minimum volume of fuel will be specified in the detailed specifications. A drip tray shall be mounted below the engine and must be large enough to collect any fuel that drips from the fuel line and accessories. The drip tray shall be manufactured from mild steel and shall be galvanized and/or epoxy coated or otherwise protected in an approved manner against corrosion.		

Initial_____

SECTION 4.2 (Continued)**COMPULSORY GENERAL CONDITIONS**

MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
EXHAUST SYSTEM: The exhaust specified for installation must be connected to the engine exhaust main flow flange to take up vibrations transmitted from the engine. Bend or flap to prevent access of rainwater and dew with water drainage hole at the lowest point		
ENGINE PRE-HEATING SYSTEM Thermostatically controlled water jacket heating system functioning 24/7 to keep coolant temperature at constant minimum of 50°C whilst the unit is non-operational by means of internal water circulation.		
CONTROL AND SWITCHBOARD: A mounted panel fabricated from heavy gauge sheet, and must have lockable hinged access doors and must be finished in a high quality air drying enamel to comply to SABS standards. a) 1 – AC Voltmeter (AC 3 phase and single phase) b) 1 – DC Voltmeter (DC Battery) c) 3 – Ammeters with MDI - all 3 phases d) 1 – Frequency meter [50Hz] e) 1 – Triple pole isolator for mains isolation suitably rated for each individual unit size at a rated STC of 25kA for 1 sec. Isolator must be SANS approved and marked accordingly on the isolator. f) 1 – Triple pole circuit breaker for the alternator not exceeding the design ampère of the alternator, but suitably rated for each individual unit size at a rated STC of 15kA for 1 sec. Breaker must be SANS approved and marked accordingly on the breaker. g) 2 – Triple pole mains change-over contactors suitably rated for each individual unit size at a rated STC of 15kA for 1 sec, and electrically and manually interlocked between mains supply and alternator supply, or one microprocessor controlled combined and contained switch-over assembly, both of which must be SANS approved and so marked on the units installed.		

Initial_____

SECTION 4.2 (Continued)**COMPULSORY GENERAL CONDITIONS**

MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
CONTROL AND SWITCHBOARD (Continued): h) 2 – Indication lamps for “alternator” and “mains” supply indication. i) 1 – Mains operated, constant voltage battery charger, complete with ammeter, voltmeter and suitable control and protection, constant voltage with a maximum 3A charge rate. The control unit must contain a mains monitor, alternator monitor and central processing unit, comprising of a reprogrammable microprocessor providing all the timing functions necessary. The timing function for contactor delays, engine start procedures and protection circuitry, etc., must be derived from a single clock, and must perform the following : a) Monitor the mains voltage between phase and neutral. Visual monitoring LEDS indicating voltage faults must be provided. b) Monitor the alternator voltage between phase and neutral. Frequency monitoring incorporating set limits of $\pm 1\%$ on 50Hz must be provided. Visual monitoring LED's indicating voltage, and frequency faults must also be provided. c) Time the following functions: 1. Mains contactor opening – On detection of a voltage fault - immediately. 2. Start command – Adjustable from 2-6 seconds following a mains fault. 3. Start command – Three to six adjustable settings of 10 seconds duration with 15 second intervals between attempts.		

Initial_____

SECTION 4.2 (Continued)**COMPULSORY GENERAL CONDITIONS APPLICABLE FOR ALL GENERATORS**
(ALL ITEMS) It is compulsory to confirm yes/no

MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
CONTROL AND SWITCHBOARD (Continued): 4. Alternator to mains – Adjustable from 0-10 minutes after restoration of mains supply. 5. Alternator to mains – A 2-second delay between alternator contactor opening and mains contactor closing to prevent intolerable surges. 6. No-load run down – Adjustable from 5 minutes to 10 minutes in the case of turbo charged engines and usually set to 5 minutes. 7. The control unit must be able to communicate by serial interface to the Municipal Telemetry system. Operation must be in place before signing off the installation 8. Mains to alternator Contactor delay: A 2-second delay between mains contactor opening and alternator contactor closing when a mains failure occurs during rundown period. 9. Alternator contactor closing: 2 seconds after output has reached the set Voltage and frequency parameters 10. Hour meter fitted to the engine registering operating hours. Provide a protection circuit with individual indication (LEDS) and manual reset for the following alarms : 1. Low oil pressure 2. High engine temperature 3. Over and under revving 4. Alternator overload 5. Over and under alternator voltage 6. Low fuel level 7. Start failure 8. Battery high / low voltage In addition, two relays with reset pushes buttons must be able to give a digital output to a cell phone and visible signal when the fuel tank level is low		

Initial_____

SECTION 4.2 (Continued)**COMPULSORY GENERAL CONDITIONS APPLICABLE FOR ALL GENERATORS**
(ALL ITEMS) It is compulsory to confirm yes/no

MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
AUTOMATIC CHANGE-OVER SYSTEM: A fully automatic change-over system must be provided to isolate the mains supply and connect the standby set to the outgoing feeder (Load) in case of a mains failure and reverse this procedure on successful return of the mains.		
WIRING: Wiring shall be neatly bound together and secured onto the equipment panel where required. All connections shall be done with lugs of the correct size, bolted unto the equipment. Internal wiring for distribution circuits shall be of size with current carrying capacities in excess of the current rating of the circuit breaker connected thereto.		
EARTHING: An earth bar must be fitted in the control panel to which all non-current carrying metal parts shall be bonded. The neutral point of the alternator must be solidly connected to this bar by means of a removable link labeled "EARTH". Suitable terminals must be provided on the earth bar for connection of up to three earth conductors, which will be supplied and installed by others.		
DOOR LOCKS: Doors shall be fitted with locks. These locks shall be installed on the Generator by the Contractor. (2 Keys to be supply per lock)		

Initial_____

SECTION 4.2 (Continued)**COMPULSORY GENERAL CONDITIONS**

MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
HOUSING / KIOSK: Fabricated from fully electroplated galvanised / epoxy /powder coated mild steel. The engine must be enclosed and is required for a coastal (Corrosive) environment. The kiosk shall be designed for safe venting of gases, heat and to restrict condensation but shall at the same time be vermin proof. The ventilation holes shall be so positioned or designed as to prevent the ingress of water and encourage natural air flow within the enclosure. The access doors shall be secured with a three-point locking mechanism. All welding shall be continuous and sheet joints shall be continuously welded on the outside of ensure proper sealing. All ferrous parts which are not manufactured from 3CR12 shall be hot dip galvanized need to comply with requirements of SANS 121, or otherwise protected in an approved manner against corrosion. All rivets, bolts, nuts, washers and set screws shall be of stainless steel. The Unit must be sound – proofed to not exceed 70db @ 15 meter at full load. All compartment doors shall be lockable. All materials used shall be new materials and of the best quality. Emergency isolation of the generator must be possible.		

Initial_____

SECTION 4.2 (Continued)**COMPULSORY GENERAL CONDITIONS**

MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
IDENTIFICATIONS/LABELING: Danger signs shall be provided on each door of the unit. The danger sign (light arrow) shall be in accordance with the requirements of the Occupational Health and Safety Act, Act 85. Notices must be installed in the plant rooms. The contents of these notices are summarized below. a. Unauthorized entry prohibited b. Unauthorized handling of equipment prohibited c. Procedure in case of electric shock d. Procedure in case of fire Lettering must be black on a yellow background. Notices (a) must be installed outside next to the entrance of the plant room and (b-d) inside the plant room. The motive shall be made of a non-corrodible and non-deteriorating material, preferable plastic, and must read as follows: DANGER: The engine will start without notice. Turn selector switch on control board to "OFF" before working on the plant.		

Initial_____

SECTION 4.2 (Continued)**COMPULSORY GENERAL CONDITIONS**

MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
TESTING AT THE TENDERER'S PREMISES PRIOR TO DELIVERY A factory acceptance test needs to be done before delivery of generator to site. (During the factory acceptance test all quality inspection and installation specification as pointed out in the specification will be checked.) The following will be checked and agreed to by the Tenderer and the Municipality. Generator auto start with simulated power failure. Electrical tests as required for certification. Load test up to required design. Proof of galvanised kiosk and soundproof compliance. Thermal water jacket heating when machine is not in operation. Documentary of proof of ISO factory compliance of the manufacturer The tenderer will arrange the site meeting with all parties invited prior to delivery. It is compulsory that the tenderer is situated within a radius of 180km from Vredenburg		
TESTING AFTER INSTALLATION ON SITE The Contractor shall provide at his own cost the tools, instruments, equipment and consumables necessary for the performance of the tests as required. The Contractor shall further arrange for the tests to be performed at times suitable for the Local Authority. The following test shall be performed: Low Voltage Cables: Continuity and insulation resistance test. Low Voltage Installation: Earth resistance, continuity and insulation resistance tests. Loss of supply / self-start, no-load and full load. Commissioning of the works shall take place upon approval thereof by the Local Authority. All the applicable testing at the premises of the tenderer above shall also be executed after delivery on site before hand over. The signing of completion certificates will be subjected to the approval of the municipal electrical engineer.		

Initial_____

SECTION 4.2 (Continued)**COMPULSORY GENERAL CONDITIONS**

MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
CERTIFICATES: The Tenderer shall hand over the original documents of the following required test certificates to the Local Authority on completion of the project. Test certificates with the results of the continuity, and insulation resistance tests of the cables. Certificates as issued by the manufacturer for equipment supplied. Test certificates for the measurement of the earth resistance of the system. Test for rated voltage and lifting points		
PLINTH: The tenderer will be responsible for the plinth civil construction. The plinth shall be so designed that the unit shall be firmly held in position by the pressure of the soil bearing on the plinth once the unit is installed. The top of the plinth shall at least be +/- 150mm above the finished ground level. The plinth thickness must be approximately 200 mm (Steel Reinforcement to be use in plinth) The plinth length and width shall be sufficiently larger than the kiosk. The kiosk secured in the center of the plinth Construction specifications Y12 reinforcement @250mm with 50mm minimum cover on a platform compacted to 98% MODAASHTO. Concrete strength to be minimum 20Mpa/19mm. Wood float to smooth, level, even finish with tolerance of 3mm / LM in all directions.		
CABLING The Municipality shall be accountable for the appropriate cabling from the Generator and connection to the DB board inside the applicable station which will not exceed 30m. The tenderer will take responsibility for the connection to the generator and the commissioning. All connections and breakers on the generator must be supplied by the tenderer.		

Initial_____

SECTION 4.2 (Continued)**COMPULSORY GENERAL CONDITIONS**

MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
COMPLIANCE <u>ISO / SANS</u> ISO / SANS manufacturing compliance of the manufacturing facility It is compulsory to attach proof of compliance		
MAINTENANCE It is compulsory for the tenderer to maintain and service the units for a 12-month period. It is therefore required that the tenderer has qualified artisans in the employ with service vehicles available. Attach proof of qualified artisans.		
The tenderer shall include in the tender price, per item, a scheduled maintenance program for the first 12 months after commissioning. It will include quarterly services. A minimum of 4 services per annum shall be <u>executed by the tenderer with no additional cost for the municipality.</u> Completed services job cards shall be signed off by the Fleet Manager who will in return keep record of the services. Services shall include labour, travelling, all parts and filters, oil, other fluids and any unforeseen expenses that may be applicable, all for the cost of the tenderer.		

MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
Generator Guarantee Minimum 12 months all-inclusive unlimited hours guarantee		

Initial_____

SECTION 4.2 (Continued)**COMPULSORY GENERAL CONDITIONS****COMPULSORY DOCUMENTATION ATTACHMENTS TO THE TENDERDOCUMENT**

Confirmation of General Specifications (Compulsory to attach to tender document)	COMPLY YES/NO
Certification Attach documentary proof of ISO / SANS compliance certificates of the manufacturing facility.	
Specifications Detailed and original manufacturer's specifications of 100kVA AND 270kVA engine and generating units confirming detailed specifications	
Drawings Attach detailed Wiring diagram of each generator, switchgear and controllers	
Agency Attach proof of accredited Agency of Generator <u>and</u> engine unit (Documentary Proof from the manufacturer)	
Qualified artisans Attach a schedule of qualified artisans and certified copies of trade test certificates employed by the tenderer.	
Sound Levels Attach proof of the maximum Decibel compliance as requested	
Overload Documentary proof that the generating unit can allow for 10% overload for one hour every 12 hours to allow for peak demand	

It is compulsory to comply to all the minimum specifications
 It is compulsory to confirm "yes" or "no" on all line items
 It is compulsory to attach all requirements above

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER

Initial_____

SECTION 4.3**COMPULSORY DETAILED SPECIFICATION COMPLIANCY STATEMENT****ITEM 2 : NEW 100 KVA (STANDBY RATING) GENERATORS****ESTIMATED QUANTITY REQUIRED: TWO**

MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
ENGINE		
Minimum 4 cylinder in line diesel		
Minimum Euro/Tier / Stage II emission standards		
Engine Power: Minimum 85kW Standby Rating		
Engine Power: Minimum 75kW Prime Rating		
FUEL TANK CAPACITY: Minimum 200 litres		
GENERATOR UNIT (OUTPUT RATINGS)		
Power: Minimum 100kVA Standby Rating		
Power: Minimum 90kVA Prime Rating		
Sound reducing Kiosk. Maximum sound level at 100% load on a distance of 15m must not exceed 70dB		
Supply Voltage: 415V $\pm 10\%$ Voltage,		
Supply Voltage: 230V $\pm 10\%$ Voltage,		
Frequency: 50 Hz		
Phase rotation: Clockwise		
Fault level: 15 kA		
3-Phase, 4 wire application		
The unit shall be so designed to accommodate motor starting currents of electrical motors up to 50% of the kVA prime rating of the generator (minimum 40kW motor).		
The unit shall be so designed to accommodate a voltage drop of between 20V per phase, but not lower than 40V of nominal voltage during motor starting and should recover to 95% of the nominal voltage within the shortest possible time whilst motor running current is achieved. Once the motor is up to speed, the voltage should return to the rated value.		
The unit shall be so designed to withstand an overload condition of 10% for a set time of minimum 20 minutes in a 12-hour cycle.		

It is compulsory to comply to all listed minimum specifications**COMPULSORY TO COMPLETE**

GENERATING UNIT DETAILS (As reflected on attached standard manufacturer's specification sheet)

UNIT MANUFACTURER	DETAILED MODEL DESCRIPTION	MODEL CODE

It is compulsory to comply to all the minimum specifications**It is compulsory to confirm "yes" or "no" on all line items**

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER

Initial_____

SECTION 4.3 (Continued)**COMPULSORY DETAILED SPECIFICATION COMPLIANCY STATEMENT****It is compulsory to confirm yes/no****ITEM 3: NEW 270 KVA (STANDBY RATING) GENERATORS****ESTIMATED QUANTITY REQUIRED: TWO**

MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
ENGINE		
Minimum 6 cylinder in line diesel		
Engine Power: Minimum 210kW Standby Rating		
Engine Power: Minimum 200kW Prime Rating		
FUEL TANK CAPACITY: Minimum 400 litres		
GENERATOR UNIT (OUTPUT RATINGS)		
Power: Minimum 260kVA Standby Rating		
Power: Minimum 240kVA Prime Rating		
Sound reducing Kiosk. Maximum sound level at 100% load on a distance of 15m must not exceed 70dB		
Supply Voltage: 415V $\pm 10\%$ Voltage,		
Supply Voltage: 230V $\pm 10\%$ Voltage,		
Frequency: 50 Hz		
Phase rotation: Clockwise		
Fault level: 15 kA		
3-Phase, 4 wire application		
The unit shall be so designed to accommodate motor starting currents of electrical motors up to 50% of the kVA prime rating of the generator (minimum 100kW motor).		
The unit shall be so designed to accommodate a voltage drop of between 20V per phase, but not lower than 40V of nominal voltage during motor starting and should recover to 95% of the nominal voltage within the shortest possible time whilst motor running current is achieved. Once the motor is up to speed, the voltage should return to the rated value.		
The unit shall be so designed to withstand an overload condition of 10% for a set time of minimum 20 minutes in a 12-hour cycle.		

It is compulsory to comply to all listed minimum specifications**COMPULSORY TO COMPLETE****GENERATING UNIT DETAILS (As reflected on attached standard manufacturer's specification sheet)**

UNIT MANUFACTURER	DETAILED MODEL DESCRIPTION	MODEL CODE

It is compulsory to comply to all the minimum specifications**It is compulsory to confirm "yes" or "no" on all line items**

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER

Initial _____

SECTION 4.4

PRICING AND DELIVERY SCHEDULE

(Each page of the pricing schedule must be signed, if not the bid will be disqualified)

The Pricing Schedule is attached to the back of this document.

(Section 4.4 continued)

IT IS COMPULSORY TO COMPLETE THE PRICING SCHEDULE INCLUDED IN THIS DOCUMENT FOR SUB-ITEMS TENDERED FOR.

NO LETTER HEAD OR ALTERNATIVE PRICE SCHEDULE WILL BE ACCEPTED

- IT IS COMPULSORY TO COMPLETE ALL LINE ITEMS OF THE PRICING SCHEDULE TENDERED FOR. NO LINE ITEMS MUST BE LEFT BLANK. LINE ITEMS WHERE THE COST IS INCLUDED IN THE TENDER PRICE, MUST BE INDICATED AS "INCLUDED". LINE ITEMS PROVIDED FREE OF CHARGE MUST BE INDICATED WITH "R0.00". IF THESE PRICING INSTRUCTIONS ARE NOT ADHERED TO, THE TENDER WILL BE FOUND NON-RESPONSIVE.
- ALL PRICES ARE **UNIT** PRICES
- IT IS COMPULSORY TO COMPLY TO ALL THE MINIMUM SPECIFICATIONS PER ITEM
- THE ITEM WILL BE EVALUATED ON THE TOTAL PRICE PER ITEM
- IT IS COMPULSORY TO ADD ALL PRICES TO DETERMINE THE TOTAL. INDIVIDUAL PRICES WILL NOT BE ADDED BY THE MUNICIPALITY. NO PRICE CORRECTIONS WILL BE ACCEPTED AFTER TENDER CLOSURE
- THE MUNICIPALITY RESERVES THE RIGHT TO PURCHASE ANY QUANTITY AS NEEDED
- IT IS COMPULSORY TO CONFIRM THE MAKE AND MODEL AS WELL AS THE **DELIVERY PERIOD ON THE PRICING SCHEDULE** AND COMPLETE ALL SECTIONS
- THE TENDER PRICE MUST INCLUDE THE SUPPLY, DELIVERY, LICENSING AND REGISTRATION OF NEW VEHICLES AND INSTALLATION OF GENERATORS DELIVERED WITH FULL FUEL TANK

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER

Initial_____

SECTION 4.5**PRICE ADJUSTMENTS**

4.5.1 Bids shall remain valid and binding for a minimum of 90 days after the tender closure date and the validity extend automatically till the contract is signed if validity goes beyond the number of days indicated. The reason for this is to ensure that the tender is valid until all due processes are completed.

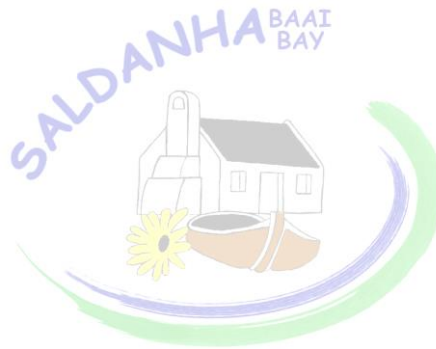
I accept and approve all of the above.

.....
SIGNATURE OF TENDERER



(Compulsory to sign if the tenderer agrees to the fixed price terms)

Initial_____

SECTION 4.6**OMMISSIONS, ALTERATIONS AND ADDITIONS**

Initial_____

SECTION 4.7

SCHEDULE OF VARIATIONS FROM SPECIAL CONDITIONS OF CONTRACT

(Please take note of the 2.5% deduction for Council payment for items as per Clause 1 in the “Special Conditions of Contract” document as well as the affirmation clause under the Price and Delivery Schedule.

Should your company **BE WILLING TO PROVIDE THE 2.5% deduction for payment within 30 days** as per the payment clause in the Conditions of Contract, then **complete the following**.

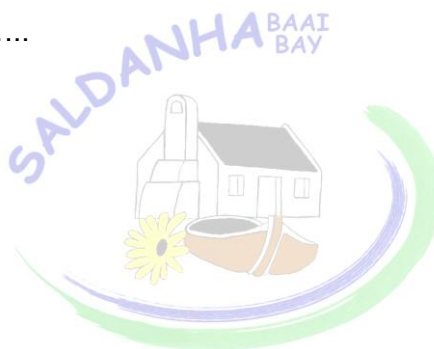
YES, my company **IS WILLING TO HAVE THE 2.5%** taken off of the payment of the items even though the 2.5% will not be taken into account in the adjudication of the tender.

Tenderer's signature for acceptance of the 2.5% discount

(Only if tenderer wishes to provide the 2.5% discount)

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER



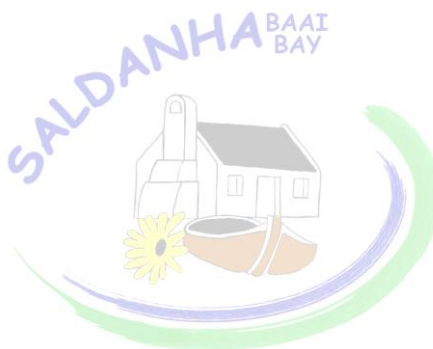
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SECTION 4.8**SUPPORTING DOCUMENTATION FROM TENDERER**

Note: -

(No pricing or pricing adjustment documentation can be attached to the tender
Any pricing or pricing adjustment documentation which is attached by the tenderer will not be
considered

The schedules supplied by Council must be used for all pricing matters.)



Initial_____

SECTION 4.9**MBD 7.1****CONTRACT FORM - PURCHASE OF GOODS/WORKS**

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorized to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

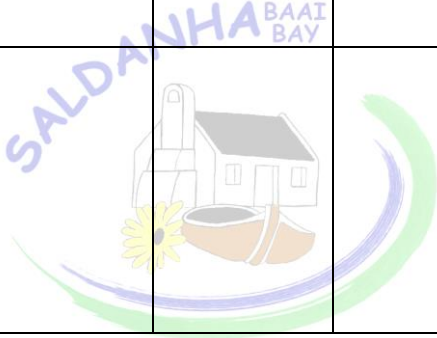
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MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER, THE MUNICIPALITY)

1. I in my capacity as accept your bid under reference number dated for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	TENDERER	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
					

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

Initial _____

PRICE SCHEDULE (Section 4.4 continued)

COMPULSORY TO COMPLETE

ITEM 1: SUPPLY AND DELIVERY OF NEW 6x4, 13 000L SEWER SUCTION TRUCK

ITEM NO.	DESCRIPTION	NETT PRICE PER UNIT, EXCL. VAT (EACH) in Rand (R)	MAKE AND MODEL	DELIVERY PERIOD (Weeks)
1	6x4 TRUCK (Chassis-cab for sewer truck)			
	Fitment of GPS System			
	13 000L Grade 3CR12 / Stainless Steel tank, with Pipe and Valve Network, Hoses and Trays			
	Minimum 8000 Liters/min Vacuum Pump, hydraulic pump, motor and PTO			
	TOTAL TENDER PRICE PER UNIT- EXCL VAT			
	VAT @ 15%			
	License Fee & Registration (Non Vat Item)			
	TOTAL TENDER PRICE PER UNIT - INCL VAT			

It is compulsory that the delivered vehicle must comply to all the minimum specifications as stated in this document and all requirements included in the pricing schedule

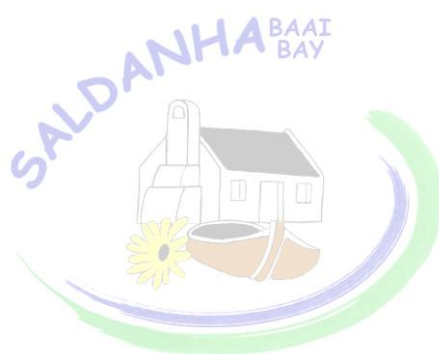
NAME OF TENDERER (THE COMPANY)

SIGNATURE

DATE

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PRICE SCHEDULE (Section 4.4 continued)

COMPULSORY TO COMPLETE

ITEM 2: SUPPLY AND DELIVERY OF NEW MINIMUM 100KVA GENERATOR

ITEM NO.	DESCRIPTION	NETT PRICE PER <u>UNIT</u> , EXCL. VAT (<u>EACH</u>) in <u>Rand (R)</u>	MAKE AND MODEL	DELIVERY PERIOD (Weeks)
2	Supply and installation and commissioning of new 100kVA Generator including change over switch.	R		
	Delivery, site works, plinth construction, commissioning and test run	R		
	12-month service cost for 4 services including travelling, labour, all parts, oils and fluids. Services on site in Vredenburg	R		
	Engine protection and shut off unit	R		
	TOTAL TENDER PRICE PER UNIT- EXCL VAT (Total of line items above)	R _____		
	VAT @ 15%	R		
	TOTAL TENDER PRICE PER UNIT - INCL VAT	R		

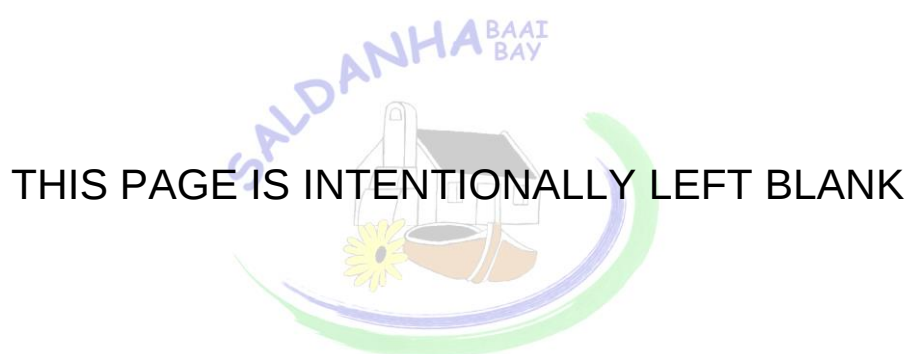
It is compulsory that the installed unit must comply to all the minimum specifications as stated in this document and all requirements included in the pricing schedule

NAME OF TENDERER (THE COMPANY)

SIGNATURE

DATE

Initial _____



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PRICE SCHEDULE (Section 4.4 continued)

COMPULSORY TO COMPLETE

ITEM 3: SUPPLY AND DELIVERY OF NEW MINIMUM 270KVA GENERATOR

ITEM NO.	DESCRIPTION	NETT PRICE PER <u>UNIT</u> , EXCL. VAT (<u>EACH</u>) in <u>Rand (R)</u>	MAKE AND MODEL	DELIVERY PERIOD (Weeks)
3	Supply, installation and commissioning of new 270kVA Generator including change over switch.	R		
	Delivery, site works, plinth construction, commissioning and test run	R		
	12-month Service cost for 4 services including travelling, labour, all parts, oils and fluids Services on site in Vredenburg	R		
	Engine protection and shut off unit	R		
	TOTAL TENDER PRICE PER UNIT- EXCL VAT (Total of line items above)	R _____		
	VAT @ 15%	R		
	TOTAL TENDER PRICE PER UNIT - INCL VAT	R		

It is compulsory that the installed unit must comply to all the minimum specifications as stated in this document and all requirements included in the pricing schedule

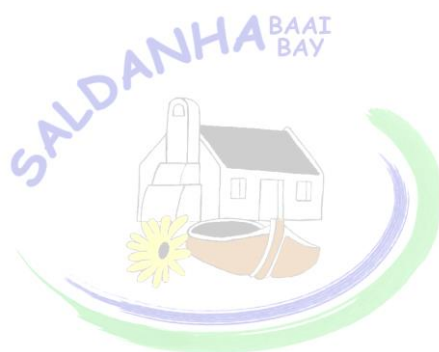
NAME OF TENDERER (THE COMPANY)

SIGNATURE

DATE

Initial_____

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SECTION 4.10

ANNEXURE A**DOCUMENTS TO ATTACH TO THE TENDER****IT IS COMPULSORY TO ATTACH ALL REQUESTED DOCUMENTATION OF
ALL ANNEXURES BELOW AFTER EACH PAGE**

NAME OF TENDERER:

ENSURE THAT THE TENDER DOCUMENT IS NEATLY AND SECURELY BOUND. FOLLOWING THE TENDER DOCUMENT, ATTACH ALL COMPULSORY REQUIRED DOCUMENTS TO THE BACK OF EACH ANNEXURE PAGE AS REQUESTED

- **Do not insert pages between the tender document. It is not allowed.**
- Attach all documentation to the back of each Annexure category
- The Annexures must be re-assembled according to page numbers
- Write the name of the tenderer in Black ink on the top of each page.
- The tender document requirements will govern if a document required in the tender document is, by mistake, not included in the Annexure pages (attachment) schedule.
- Please attach documents in the same sequence requested per line item.

Attach directly after this page the following:

- Valid SARS certificate
- Valid, original OR **originally certified** BBBEE certificate
- **Latest Municipal Account / lease agreement of company (The tenderer)**
- **Latest Municipal Accounts of residence of all directors as noted in the MBD 8**
- ID Documents of owners or/and directors
- CIPRO documents (Company Registration Forms)
- Resolution of signatory to tender on behalf of the company

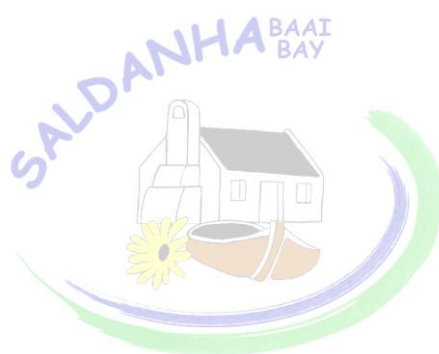
I confirm that all requested documents are attached

.....

Signature of tenderer

Initial_____

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Initial_____

ANNEXURE B1

NAME OF TENDERER:

SUPPLY AND DELIVERY OF NEW 6X4 SEWER TANKER

6X4 SEWER TANKER

IT IS COMPULSORY TO ATTACH THE FOLLOWING DOCUMENTATION TO THE TENDER

Attach directly after this page the following:

- Documentary proof from the manufacturer that the tenderer is an accredited Agency/ Dealer of the truck (chassis/ cab) manufacturer as noted. Attach agency (accredited parts, sales, workshop, guarantee and after sales service) confirmation letter from the manufacturer with the official letterhead of the manufacturer
- Detailed and original manufacturer's specifications of vehicle, reflecting and verifying all specifications as requested
- Detailed manufacturer's specifications of the vacuum pump unit.
- Documentary proof of the use of a NaTIS accredited body builder/ tank builder. Certificate must be attached
- Detailed drawings of complete vehicle and tank unit indicating fully laden mass distribution diagram

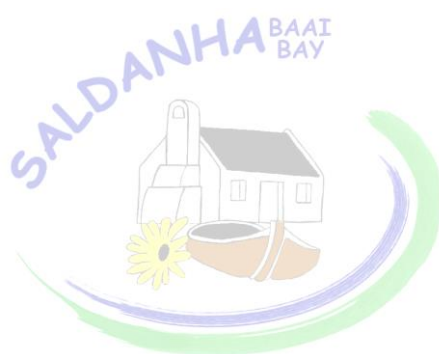
It is compulsory that all items comply to the minimum specifications.

I confirm that all requested documents are attached

.....
Signature of tenderer

Initial_____

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Initial_____

ANNEXURE B2

NAME OF TENDERER:

SUPPLY AND DELIVERY OF NEW GENERATORS

IT IS COMPULSORY TO ATTACH THE FOLLOWING DOCUMENTATION TO THE TENDER

Attach directly after this page the following:

- Documentary proof from the manufacturer that the tenderer is an accredited Agency/ Dealer of the generator manufacturer as noted. Attach agency (accredited parts, sales, workshop, guarantee and after sales service) confirmation letter from the manufacturer with the official letterhead of the manufacturer
- Detailed and original manufacturer's specifications of 100kVA **AND** 270kVA engine and generating units confirming detailed specifications
- Detailed drawings and wiring diagram of units
- Certified trade test certificate of qualified artisans
- Documentary proof of ISO / SANS factory compliance of the manufacturing facility
- Documentary proof of compliance of allowed decibel sound levels
- Documentary proof that the generating unit can allow for 10% overload for one hour every 12 hours to allow for peak demand

It is compulsory that all items comply to the minimum specifications.

I confirm that all requested documents are attached

.....
Signature of tenderer

Initial_____