



Sarah Baartman

DISTRICT MUNICIPALITY

Province of the Eastern Cape

progress through development

BID NO. 40/2021

SUPPLY AND DELIVERY OF FIRE FIGHTING VEHICLES FOR LOCAL MUNICIPALITIES



Sarah Baartman

DISTRICT MUNICIPALITY

Province of the Eastern Cape

progress through development

NAME OF BIDDER :

CSD SUPPLIER NO. : MAAA.....

CONTACT PERSON :

CONTACT NO. :

ADDRESS :

.....

.....

BID DOCUMENT

SCHEDULE A - Bid Advertisement

**BID NO. 40/2021
SUPPLY AND DELIVERY OF FIRE FIGHTING VEHICLES FOR LOCAL MUNICIPALITIES**

Sarah Baartman District Municipality invites bids for the Supply and Delivery of Fire Fighting Vehicles for local municipalities as more fully detailed in the bid document.

Bid documents with the necessary specifications may be obtained at may be obtained at a **non-refundable cost of R100.00** from the Supply Chain Management Unit, 4th Floor, 32 Govan Mbeki Avenue, Port Elizabeth, tel. 041 508 7007. Alternatively, bid documents may be downloaded free of charge from the E-Tender Portal (<https://etenders.treasury.gov.za>) or the municipal website (<https://sarahbaartman.co.za>).

Only locally produced/manufactured goods meeting the minimum Local content thresholds will be considered. Service providers are required to submit together with their quotations the Municipal Bidding Documents (MBD 6.2) 'Declaration Certificate for Local Production and Content for Designated Sectors.

- Minimum Content for Fire Fighting Vehicle - 30%

The qualifying bids will be evaluated on the 80/20 preferential points system as per the Preferential Procurement Regulations 2017.

Prospective bidders must be registered on the Central Supplier Database (CSD). Failure to comply shall render the bid null and void.

A compulsory virtual briefing meeting will be arranged for those that have shown interest in bidding for this project on **Tuesday, 23 November 2021 at 11h00**. A request to attend or to join the virtual meeting must be sent to kmajokweni@sbmd.co.za and copied to cmabindla@sbdm.co.za before 16h30 (end of business) on **Monday, 22 November 2021**. Any RSVP or show of interest, received after 16h30 on the date will not be considered. If you did not RSVP by sending a request to attend or join the virtual clarification meeting before the due date, your bid will not be considered.

Bids in a sealed envelope clearly marked "**BID NO. 40/2021: SUPPLY AND DELIVERY OF FIRE FIGHTING VEHICLES FOR LOCAL MUNICIPALITIES**" must be placed in the Bid Box on the 4th Floor, 32 Govan Mbeki Avenue, Port Elizabeth, before **12h00 noon on Friday, 3 December 2021**. Thereafter bids will be opened in public in the Committee Room 1, 6th Floor, 32 Govan Mbeki Avenue, Port Elizabeth.

Failure to submit any compulsory document(s) shall render the bid null and void.

The original document collected from the municipality must be submitted or, if documents are printed from the websites, the original, printed document must be submitted. Bids may only be submitted on the bid documentation provided by the municipality.

No late, incomplete, facsimiled or emailed bids will be accepted for consideration. The only or lowest bid received shall not necessarily be accepted. SBDM reserves the right to accept part of or the full bid.

NOTICE 76 OF 2021 DATED 16 NOVEMBER 2021

**DM PILLAY
MUNICIPAL MANAGER
SARAH BAARTMAN DISTRICT MUNICIPALITY
P O BOX 318
PORT ELIZABETH
6000**

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INVITATION TO BID (MBD 1)

YOU ARE HEREBY INVITED TO BID FOR THE SUPPLY AND DELIVERY OF FIRE FIGHTING VEHICLES FOR LOCAL MUNICIPALITIES

BID NUMBER: 40/2021

CLOSING DATE: 3 DECEMBER 2021

CLOSING TIME: 12H00

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD 7).

BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:

32 Govan Mbeki Avenue, Fourth Floor, Port Elizabeth

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

The Bid box is open during office hours, namely 08H00 to 16H30, Monday to Friday.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL ORIGINAL FORMS.

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

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

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

NAME OF BIDDER.....
 POSTAL ADDRESS
 STREET ADDRESS.....
 CONTACT NAME:
 TELEPHONE NUMBER:
 CELL PHONE NUMBER:
 FACSIMILE:
 E-MAIL ADDRESS:
 VAT REGISTRATION NUMBER.....
 CENTRAL SUPPLIER DATABASE (CSD) NUMBER: MAAA

BIDDERS MUST BE SUCCESSFULLY REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD) PRIOR TO SUBMITTING THE BID.
FOR REGISTRATION ON THE CSD BIDDERS CAN GO TO THE FOLLOWING WEBSITE:
www.csd.gov.za

A SEPARATE DECLARATION OF INTEREST FORM MUST BE SUBMITTED BY THE SUCCESSFUL BIDDER TO SBDM BEFORE ANY PAYMENT CAN BE MADE.

1. HAS ONE OF THE FOLLOWING BEEN ATTACHED?
 A VALID MUNICIPAL BILLING CLEARANCE CERTIFICATE/ MOST RECENT MUNICIPAL STATEMENT/ LEASE AGREEMENT IF PREMISES ARE LEASED (only if lessee is not responsible for municipal services) **YES / NO**
2. HAS PROOF OF REGISTRATION WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD BEEN ATTACHED? **YES / NA**
3. HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR SWORN AFFIDAVIT BEEN ATTACHED? (MBD 6.1) **YES / NO**
 IF YES, WHO WAS THE CERTIFICATE ISSUED BY?
☐ ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
☐ A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)
☐ A REGISTERED AUDITOR
 (Tick applicable box)
(A CERTIFIED COPY OF A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR SWORN AFFIDAVIT MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)
4. BIDS WITH A VALUE OF MORE THAN R10 MILLION (VAT INCLUDED) ARE REQUIRED TO SUBMIT FINANCIAL STATEMENTS FOR THE PAST THREE YEARS OR SINCE ESTABLISHMENT, IF ESTABLISHED DURING THE PAST THREE YEARS.

5. BIDS WILL BE CONSIDERED NON-RESPONSIVE IF THE BID HAS NOT BEEN COMPLETED IN FULL AND ALL THE REQUIRED DOCUMENTS HAVE NOT BEEN INCLUDED IN THE BID SUBMITTED.
6. ALL PAGES OF THE BID DOCUMENT MUST BE INITIALED BY THE BIDDER.
7. IT SHOULD BE NOTED THAT BIDS AWARDED ARE ADVERTISED ON SBDM WEBSITE (www.sarahbaartman.co.za). BIDDERS ARE REQUIRED TO VISIT THE WEBSITE TO VIEW BIDS AWARDED. ALSO, THE OBJECTION CLOSING DATE (14 DAYS AFTER AWARD) WILL BE STIPULATED.

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED? YES/NO

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

.....

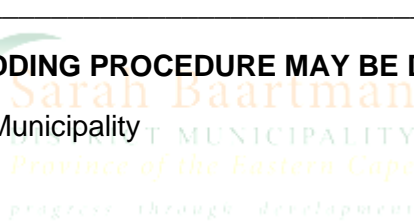
TOTAL BID PRICE – PLEASE REFER TO THE PRICING SCHEDULE (SCHEDULE C)

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality: Sarah Baartman District Municipality

Contact Person: Mr Khayaletu Fana

Tel: 041 508 7149



ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Mr Kanyisa Majokweni

Tel: 041 508 7036

PART 1 - Conditions of Bid

1. GENERAL REQUIREMENTS

- 1.1 The Council wishes to request a bid for the **“SUPPLY AND DELIVERY OF FIRE FIGHTING VEHICLES FOR LOCAL MUNICIPALITIES”**.
- 1.2 The bidder is required to furnish full details requested on the bid forms. All prices shall be inclusive of Value Added Tax.
- 1.3 The bidder is requested to furnish all relevant information not entertained on the form of bids under separate cover which shall form part of the bid.

2. CONTACT PERSON FOR TECHNICAL QUERIES

Name	:	Mr Kanyisa Majokweni
Telephone	:	041 508 7036
Email	:	kmajokweni@sbdm.co.za

3. TERMS AND CONDITIONS

3.1 Confidentiality

All materials, specifications, service level requirements detailed information and everything else supplied with this request for the bid remains the property of the SBDM and may be recalled if deemed necessary.

3.2 Contractual obligations

The request for bid does not constitute a contract nor does it create an obligation on the part of the SBDM to purchase services, products or equipment from any vendor submitting a bid.

3.4 Response to Questions

Where appropriate, questions should be answered explicitly by providing specific details requested. Bidders selecting to omit any of the required information or who do not follow the specified format will be disqualified from the bid process.

Should additional information be required by SBDM, bidders may be approached to provide more details, including aspects not specifically covered in this request for bids.

Please ensure that the documentation required is completed in full and signed.

PART 2 – TERMS OF REFERENCE (BID SPECIFICATIONS)

SUPPLY AND DELIVERY OF FIRE FIGHTING VEHICLES FOR LOCAL MUNICIPALITIES

1. Introduction

Please read all the instructions carefully and take care to ensure that your response strictly adheres to all instructions.

2. General Requirements

The council intends to purchase the following:

- Group 1 - Four (4) on and off-road fire fighting vehicles with superstructures / skid units to fit those vehicles dependant on budget availability,
- Group 2 - One (1) on and off-road fire fighting vehicles, as specified herein

NB: SBDM reserves the right to accept part of or the full bid.

GROUP 1

On and Off-road Single Cab Long Wheel Base Fire-fighting Vehicles

Vehicles will be used as **fire-fighting units**, and it will extensively be used as an on and off-road vehicle. **Please note that this vehicle will be carrying a load of 500 litre skid unit on a permanent basis.** The vehicle on offer must be suitable and purpose built for fire-fighting applications. **The vehicles must be delivered with full tanks of fuel. On road fees must be included.** Vehicles must be registered at the local municipal offices which will be communicated.

Engine		
	Power	Minimum 110Kw
	Torque	Minimum 385Nm
	Engine Capacity	2.2L – 2.5L
	Cylinders	Minimum 4
	Fuel Type	Diesel
	Fuel Tank	Minimum 80L
	Transmission	Manual
	Driven Wheels	4-wheel drive
Safety Features		
	Airbags	Driver and Passenger
	Braking system	ABS
Dimensions		
	Ground clearance	Minimum of 225mm
	Suspension	Full replacement heavy duty suspension
Other features		
		Power steering
		Right hand drive
		Air conditioning
		Front and rear fog lights
		FM Radio
		Rubberizing loading body (black)

Wheels		Standard steel with suitable off-road tyres
Bumpers		Standard colour-coded bumpers
		Side-steps
Mud flaps		Front and rear
Warranty		
		3 years /100 000km warranty
Service Plan		
		9 services / 90 000km

The vehicle(s) should be equipped with the following items:

Siren System and Warning Lights

The latest technology LED type warning light package shall be fitted incorporating siren and PA system. The system shall comply with GEN3 level and shall feature a Logic 522 - 200watt siren amplifier with PA talk through.

The cab shall be fitted with one (1) 1.2m LED light bar with 4 LED panels facing forward, 4LED panels facing rearward and 3 facing left and 3 facing right. The rear and sides of the vehicle shall be fitted with red LED flasher units.

Bull Bar

A new steel bull bar shall be fitted to the vehicle complete with winch mounting plate.

Tow Bar

A new tow bar with step shall be fitted.

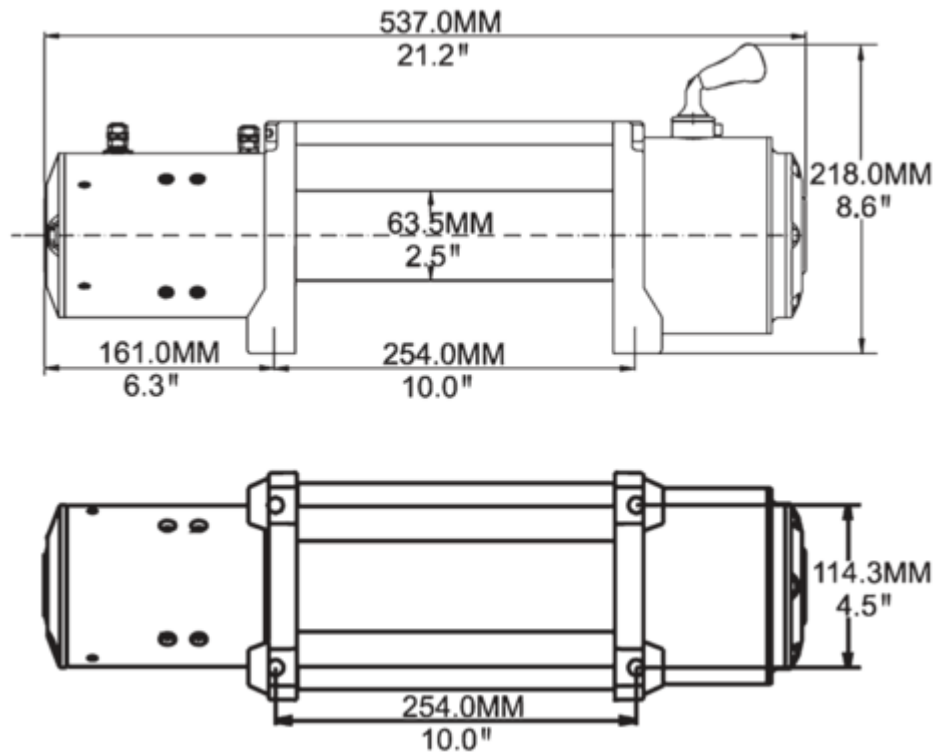
Winch

A 4000kg capacity electrical winch shall be fitted to the front bull bar.

Winch Specifications shall comply with the following:

Rated Line Pull	9500Lb (4305Kg) Single Line
Motor	6.6Hp 12V, Series Wound;
Control	Remote Switch, 12' Lead (3.7m)
Solenoid Style	Integrated Solenoid Module (ISM)
Gear Train	3 Stage Planetary
Gear Ratio	218:1
Clutch	Sliding Ring Gear
Braking	Automatic In-The-Drum
Drum Size	Diameter x Length 2.52" x 8.82" (64mm x 224mm)
Wire Cable	Diameter x Length 21/64" x 94' (8.2mm x 28.5m)
Recommended Battery	650CCA Minimum for Winching
Battery Leads	25mm ² , 72" (1.83m)
Weight	84Lb (38kg)
Overall Dimensions	(L x W x H) 21.2" x 6.3" x 8.6" (537 x 160 x 218mm)
Mounting Bolt Pattern	10.00 ± 0.0151N x 4.50 ± 0.01N (254 x 114.3mm)
Fairlead	4-Way Roller Fairlead
Finish	Gun Metal Grey

Layer of Cable		1	2	3	4
Rated Line	Lbs	9500	8435	7640	7086
Pull per Layer	Kg	4305	3822	3462	3212
Cumulative	Ft	16	42	72	94
Cable Capacity	M	5	12	21	28



Paint Finish

The vehicle shall be standard white to be marked with fire services emergency reflective tape on sides, bonnet and rear.

SUPERSTRUCTURE

A skid unit shall be designed for the use on the provided vehicle. The heavy-duty skid unit are designed for prolonged pumping operations in grass and bush fire-fighting and need to be easily operated by one person. Comply with the SABS standards.

One aluminium locker shall be manufactured in a modular design and be secured directly to the frame of the water tank. A toolbox unit designed for the use of storage for fire-fighting equipment. Not less than 3mm aluminium checker plate to be used (900mm length x 500mm high 300mm wide). Lid to be hinge operated. To be lockable with a horse, staple and lock.

Water Tank

500 litre roto-moulded polyethylene water tank with a wall thickness of 8mm

A 400 mm manhole with quick screw on lid fitted to top of tank. The tank suitably vented to prevent collapse while being emptied.

The inside of the tank to be fitted with baffles to reduce water surge during transportation. The tank must fit with a fast-draining point of 50mm.

Unit must be suitable in dimension and weight when full to fit onto and transported by a standard commercial 1-ton Light delivery vehicle. Fitting costs of superstructure must be included in unit price.

Pump

Two stage pump, at least 500 litres per minute and high pressure up to 7 Bar.

The pump must be a centrifugal high volume self-priming pump

A robust all steel double base mounted reel, with rotary seal bolted to the rear of the tank top. Quick coupled to pump with 30-meter reinforced high-pressure hose.

A ratchet type crank handle to fit the reel.

One mini jet spray adjustable branch nozzle with adjustable flow of 37-150 lpm @ 7 Bar, fitted to end of hose. (Akron or similar)

The pump to be able to perform normal tank to pump operation as well as outsource suction from a 5-meter x 40mm h/d heliflex rubber hose with fine strainer.

Frame

Light weight, galvanized and strong enough to carry the weight of the full water tank and equipment box

All parts of the unit to be mounted onto a galvanised and durable frame.

Unit to be fitted with handles for easy load and unloading.

Storage Box

Requirements of equipment box and frame of skid unit

The complete equipment box must be made of threaded plate aluminium and welded at all ends and corners as one unit.

No pop rivets may be used.

Box must fit in the complete free area behind the skid unit.

Box must be as high as practically possible without obscuring rear mirror vision.

Box, skid unit, pump/s and hose reels to be fitted to an anti-skid galvanized removable frame.

Box must have a durable stainless steel lockable lid with one lock and at least two hinges.

Box must be waterproof.

Box must be high enough from the load body so that long equipment (e.g. fire beaters, rakes etc.) can fit secure underneath box and skid unit.

Box to be fitted with durable stays to keep lid open whilst working in the box

Skid unit to be secured onto the frame. Frame to fit securely in the load body without making any holes into the load body.

Supply and fit two durable rotatable spot/flood lamps with brackets onto the roll bar to supply light to the load body, sides and front of vehicle. Lights to be switched on/off at the lamp.

Spare wheel to be securely fitted with existing brackets to the left rear side of load body next to the box and secured with supplied wing nut to the inside of the box to prevent theft of the spare wheel.

Key of wing nut of spare wheel to release spare wheel from inside the box only. The box to be re-enforced for this purpose.

The box and skid unit to be secured to a purpose made galvanized frame.

The box to be secured to the frame from the inside of the box.

Brackets on both sides of the frame to secure a standard 20L knapsack.

One 4,5kg DCP to be secured to the roll bar on either side of the load body.

One 2,5kg DCP to be secured to the interior cab of the vehicle.

Hose reel and hose reel hose

One 30 metre x 20mm rubber type hose reel fitted onto a durable manual rewind hose reels and secured to the unit. Rewind mechanism must be accessible from the ground for rewind purposes.

Hose reel hose to split into two equal lengths, and coupling at branch and coupling at reel to be fitted with secure and leak proof quick-release interlock couplings.

Hose branch/nozzle

A fully controllable (open/close/stream/fog spray) "Akron" or similar branch and nozzle to be fitted to the hose reel suitable for veld and building fires.

Plumbing

Pump controls to be easily accessible and easy to operate and must include suitable and durable open and shut ball valves.

One single standard delivery with valves and standard pressure release coupling to be fitted to pump.

Suitable valves to facilitate open water pumping.

STATEMENT OF WARRANTY

Superstructure should be guaranteed for at least 3 years by the builder.

All components and spares utilised in the manufacturing process must be approved by the Original Equipment Manufacturer (OEM).

GROUP 2

One (1) x On and Off-road Single Cab Fire Fighting Vehicles

The vehicle shall be an all-terrain 4x4 vehicle suitable to respond to accidents on national and provincial roads and all off road conditions where required for emergency rescue response. The vehicle will have a fully loaded a superstructure. **Please note that this will be a permanent load.** The vehicle shall be delivered with a full tank of fuel. The vehicle shall be delivered with a full tank of fuel.

Engine		
	Power	Minimum 130Kw
	Torque	Minimum 400Nm
	Engine Capacity	Minimum 2.8L
	Cylinders	Minimum 4
	Fuel Type	Diesel
	Fuel Tank	Minimum 80L
	Transmission	Automatic
	Driven Wheels	4-wheel drive with rear diff lock
Safety Features		
	Airbags	Driver, Passenger, and side impact protection
	Braking system	ABS
	Traction control	Traction control
	Suspension	Full replacement heavy duty suspension
Other features		
		Power steering
		Right hand drive
		Air conditioning
		Front and rear fog lights
		FM Radio

		Rubberizing loading body (black)
		Central locking
		Electric windows

The vehicle(s) should be equipped with the following items:

Siren System and Warning Lights

A warning system complying with the SABS / SANS requirements shall be fitted to the vehicle. The warning system shall comprise of the following:

- One (1) – 1.2m GENIV LED light bar – red
- One (1) – 100-watt P.A. siren amplifier with illuminating split controller with light bar pattern and function indicator
- One (1) – 100watt 11ohm die cast siren speaker driver
- Six (6) - Self-contained panel mount LED red flashers shall be supplied and fitted. The flashers shall be mounted as follows:
 - Two (2) in the front grill
 - Two (2) at the rear

ELECTRICAL

All electrical equipment installed shall conform to current automotive electrical system standard.

All exposed wiring shall be run in a loom. All wiring looms shall be properly supported and attached to body members along the entire run. At any point where wire or looms must pass through metal, rubber grommets shall be installed to protect the wire from abrasion.

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

All electrical equipment switches shall be mounted on a switch panel mounted in the cab convenient to the operator. Light switches shall be of the rocker type with integral indicator light to show when the circuit is energised.

All switches shall be appropriately identified as to their function.

Compartment Lighting

LED modules shall be supplied and fitted within the compartments for illumination.

Pump Panel Lights

LED working lights shall be provided above the pump panel to illuminate the working area during pumping operations.

Search Light

A 50W LED search light shall be supplied and fitted to the cab roof. The search light shall be remote controlled and shall rotate 360 degrees.

Additional Equipment

The following equipment shall be supplied and professionally mounted to the compartments by use of purpose-made brackets:

1. GCT4150 battery Operated Combi Tool (with spare battery and charger) optional
2. 4m Aluminium Extension Ladder
3. Positive Pressure Ventilation (PPV) Fan with GX160 5.5 HP petrol engine
4. Draeger PSS 4000 Complete SCBA with Composite Cylinder (optional)
5. Axe with F/G Handle
6. Shovel
7. Rake Hoe
8. Traffic Cones (x4)

Bull Bar

One (1) complete wrap-around bull bar shall be provided and fitted to the front of the chassis. The bull bar shall be secured to the chassis frame members. The bull bar shall be fitted complete with an electric winch.

Tow Bar

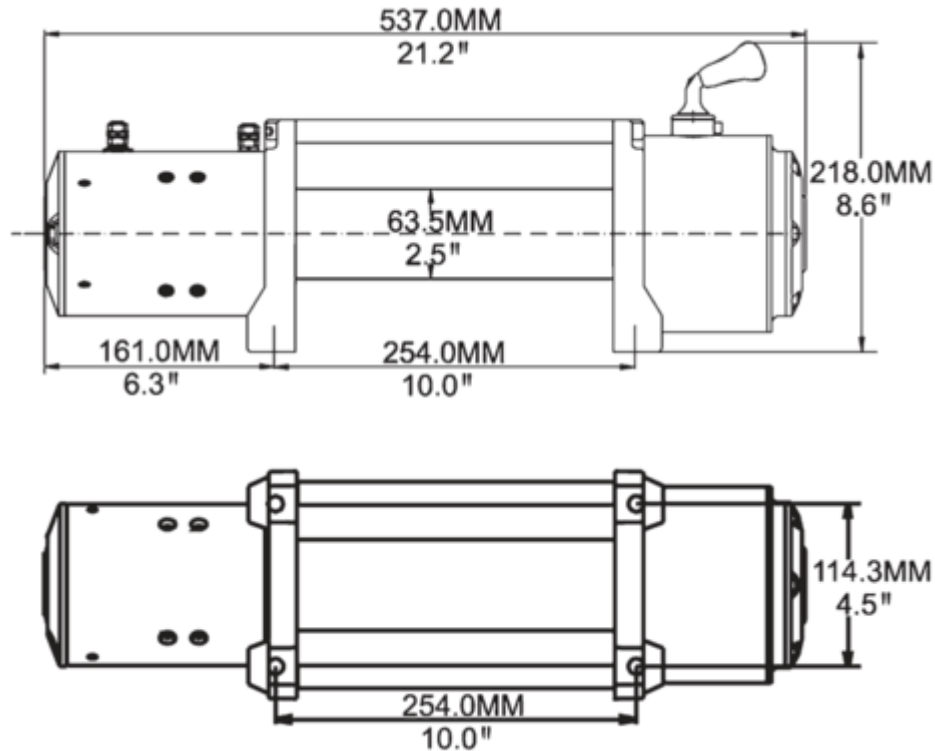
A new heavy duty tow bar with step shall be fitted.

Winch

A 4000kg capacity electrical winch shall be fitted to the front bull bar.

Winch Specifications shall comply with the following:

Rated Line Pull	9500Lb (4305Kg) Single Line				
Motor	6.6Hp 12V, Series Wound;				
Control	Remote Switch, 12' Lead (3.7m)				
Solenoid Style	Integrated Solenoid Module (ISM)				
Gear Train	3 Stage Planetary				
Gear Ratio	218:1				
Clutch	Sliding Ring Gear				
Braking	Automatic In-The-Drum				
Drum Size	Diameter x Length 2.52" x 8.82" (64mm x 224mm)				
Wire Cable	Diameter x Length 21/64" x 94' (8.2mm x 28.5m)				
Recommended Battery	650CCA Minimum for Winching				
Battery Leads	25mm ² , 72" (1.83m)				
Weight	84Lb (38kg)				
Overall Dimensions	(L x W x H) 21.2" x 6.3" x 8.6" (537 x 160 x 218mm)				
Mounting Bolt Pattern	10.00 ± 0.0151N x 4.50 ± 0.01N (254 x 114.3mm)				
Fairlead	4-Way Roller Fairlead				
Finish	Gun Metal Grey				
Layer of Cable		1	2	3	4
Rated Line	Lbs	9500	8435	7640	7086
Pull per Layer	Kg	4305	3822	3462	3212
Cumulative	Ft	16	42	72	94
Cable Capacity	M	5	12	21	28



Paint Finish

The vehicle shall be RAL 3000 red (or similar approved), marked with fire services emergency reflective tape on sides, bonnet and rear.

Signwriting

Signwriting shall be applied in accordance with the client's requirements.

200mm white stripe with red! 50mm lettering alongside the vehicle:

Blue Crane Route Municipality Fire and Emergency Services with the emblem on the bonnet

200mm Lettering Ultra High Pressure (UHP) light rescue rapid intervention foam unit

BCRM fire logo 350mm wide and 400mm long stickers to be placed on both doors.

SUPERSTRUCTURE

The design of the superstructure takes in account the harsh operating environments that the fire fighting vehicles are exposed to in Africa. The design of the superstructure ensures an extended operating life in these harsh environments.

Aluminium Construction

The aluminium grade shall be 6061T6 and 6063T6.

The aluminium thickness shall be 6mm, 4.5mm and 3mm and this shall be dependent on the required application.

The apparatus compartments shall be constructed entirely of folded aluminium plates.

The compartment roof shall be covered with aluminium diamond plate.

The entire exterior body shall be completely sanded and deburred to assure a smooth finish prior to painting.

The rear compartments shall have be angled to increase the angle of departure.

COMPARTMENTS

Sides

Two (2) compartments shall be provided at the rear, behind the cab, one (1) on either side.

Pump platform

A platform shall be provided at the rear of the superstructure, behind the compartments. The fire fighting pump and engine shall be mounted to the pump platform.

Roll-Up Doors

The side compartments shall be fitted with aluminium roll up doors. The door slats shall be double wall box frame and manufactured from anodized aluminium. The slats shall have interlocking end shoes on each slat. The slats shall have interlocking joints with a PVC/vinyl inner seal to prevent any metal to metal contact and inhibit moisture and dust penetration.

The track shall be anodized aluminium with a finishing flange incorporated to provide a finished look around the perimeter of the door without additional trim or caulking. The track shall have a replaceable side seal to prevent water and dust from entering the compartment.

The doors shall be counterbalanced for ease in operation. A full width latch bar shall be operable with one hand, even with heavy gloves. Securing method shall be a positive latch device.

All roll-up doors shall be provided with a locking mechanism and (2) keys for the side compartment doors.

WATER TANK

A 350-litre aluminium water tank shall be provided. The tank shall be fitted underneath the superstructure and shall be removable without removing the superstructure.

UHP FIRE FIGHTING SYSTEM

A WH-1540 ultra-high-pressure pump shall be supplied and fitted to the vehicle. The pump shall have the following specifications:

Pressure: 1500 p.s.i. (100 kgf/cm²) | Suction Volume: 43 Litre/Minute

- Triplex ceramic plunger
- Die cast aluminium-zinc alloy crankcase
- Brass manifold
- Durable seal design

Pumps can be provided alone for use in high-pressure cleaners or car wash facilities. Complete high pressure washer units are also available for professional use, ideal for cleaning machines, vehicles, and buildings.

Standard Accessories:

- Pressure Gauge
- Unloading Valve Assy.
- Pump Pulley 10B2*24*8
- Suction Hose Assy. 1-1/4"*10FT
- Suction Filter & Filter Socket
- Overflow Hose Assy. 3/4"*9FT

ENGINE

The pump shall be driven by a 23HP petrol engine. The engine shall have the following specifications:

HP (gross): 23.0

Engine Displacement (cc): 627

Bore (in): 2.97

Compression Ratio: 8.4:1

Ignition System: Electronic Ignition

Engine Configuration: Horizontal

Air Cleaner: Low Profile

Lubrication System: Full Pressure Lubrication with Spin-On Oil Filter

FOAM

A 3L foam backpack system shall be supplied. This shall allow for foam induction and discharge of foam and shall include a foam nozzle.

HOSE REELS

Two (2) x heavy duty manual-rewind hose reels shall be supplied and fitted to the vehicle. The hose reels shall incorporate a heavy-duty, high-pressure swivel.

Each hose reel shall be fitted with 30m x 3/8" single braid high pressure hydraulic hose. The hose shall terminate in a high-pressure nozzle with a 900mm lance.

STATEMENT OF WARRANTY

Superstructure should be guaranteed for at least 3 years by the builder.

All components and spares utilised in the manufacturing process must be approved by the Original Equipment Manufacturer (OEM).

EVALUATION CRITERIA

NB: Only locally produced/manufactured goods meeting the minimum Local content thresholds will be considered. Prospective bidders are required to submit together with their quotations the Municipal Bidding Documents (MBD 6.2) 'Declaration Certificate for Local Production and Content for Designated Sectors.

- Minimum Content for Fire Fighting Vehicles - 30%

Preference Points Systems

Only those qualifying bids will be evaluated in terms of the 80/20 preference points systems, as per the Preferential Procurement Regulations 2017, where the 80 will be used for price (VAT inclusive) and the 20 for points awarded for B-BBEE status level of contribution as follows:

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-Compliant Contributor	0

NB: In order to claim for these points, Bidders are required to submit an original and valid B-BBEE Status level Verification Certificates or certified copies thereof together with their Bids to substantiate their B-BBEE rating claims.

GENERAL REQUIREMENTS

The contractor is required to furnish full details requested on the bid forms. All rates submitted shall be inclusive of Value Added Tax at the prevalent rate.

ADDITIONAL INFORMATION REQUESTED

The SBDM may request clarification or additional information regarding any aspect of the bid. The applicant must supply the requested information within 48 hours after the request has been made.

SUBMISSION OF BID

Bids in a sealed envelope clearly marked **“BID NO. 40/2021: SUPPLY AND DELIVERY OF FIRE FIGHTING VEHICLES FOR LOCAL MUNICIPALITIES”** must be placed in the tender box, situated on the 4th Floor, 32 Govan Mbeki Avenue, Port Elizabeth, by no later than 12h00 noon on **Friday, 3 December 2021**. Thereafter bids will be opened in public in the Committee Room No. 1, 6th Floor, 32 Govan Mbeki Avenue, Port Elizabeth. The only or lowest bid shall not necessarily be accepted. SBDM reserves the right to accept part of or the full bid.

TECHNICAL ENQUIRIES

Technical enquiries about the project shall be directed to the Project Manager, details below.

Mr Kanyisa Majokweni

Telephone: 041 508 7036

Email: kmajokweni@sbdm.co.za

Part 3 – SCHEDULE A

Bid Form and Important Conditions

- 1 I/We hereby Bid to supply all of the supplies and/or to render all or any of the services described in the attached documents to the Sarah Baartman District Municipality on the terms and conditions and in accordance with the specifications stipulated in the Bid documents (and which shall be taken as part of, and incorporated into, this Bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.

- 2 I/We agree that:
 - (a) the offer herein shall remain binding upon me/us and open for acceptance by the Bid Adjudication Committee during the validity period indicated and calculated from the closing time of the Bid;
 - (b) this Bid and its acceptance shall be subject to the terms and conditions contained in the General Conditions of contract and Preference Certificate with which I am/we are fully acquainted;
 - (c) if I/we withdraw my/our Bid within the period for which I/we have agreed that the Bid should remain open for acceptance, or fail to fulfil the contract when called upon to do so, the SBDM may without prejudice to its other rights, agree to the withdrawal of my/or Bid or cancel the contract that may have been entered into between me/us and the SBDM and I/we will then pay to the SBDM any additional expense incurred either to accept any less favourable Bid or fresh Bidders have to be invited, the additional expenditure incurred by the invitation of fresh Bid and by the subsequent acceptance of any less favourable Bid, the SBDM shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become to me/us under this or any other Bid or contract or against any guarantee or deposit that have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other Bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss the SBDM may sustain by reason of my/our default;
 - (d) the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our Bid and that I/we choose domicilium citandi et executandi in the Republic (full address).

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

- 4 I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of this contract.

- 5 I/We agree that any action from this contract in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me/us as a result of such action.

- 6 I/We declare that I/we have participation / no participation in the submission of any other offer for the supplies/service described in the attached documents. If in the affirmative, state name(s) or Bid (s) involved.

.....

7 Are you duly authorized to sign the Bid? ***YES / NO**

8 Has the Declaration of Interest been duly completed and included with the other Bid forms?
***YES / NO**

****Delete whichever is not applicable***

SIGNATURE (S) OF BIDDER OR ASSIGNEE(S)

DATE:

Please complete the following in block letters

Capacity and particulars of the authority
 under which this Bid is signed

Name of Bidder

Postal Address

Telephone number(s)

Facsimile number(s)

Bid Number

Name of contact person



IMPORTANT CONDITIONS

1. Failure on the part of the Bidder to sign this Bid form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, may invalidate the Bid.
2. Bids should be submitted on the official forms and should not be qualified by the Bidder's own conditions of Bid. Failure to comply with these requirements or to renounce specifically the Bidder's own conditions of Bid, when called upon to do so may invalidate the Bid.
3. If any of the conditions on this Bid form are in conflict with any special conditions, stipulations or provisions incorporated in the Bid, such special conditions, stipulations or provisions shall apply.
4. This Bid is subject to the Supply Chain Management Regulations and the General Conditions and Procedures and subsequent amendments thereto and re-issues thereof.
5. Copies of the regulations are obtainable from the Sarah Baartman District Municipality Office of the Accountant SCM, 4th floor, Govan Mbeki Ave, Port Elizabeth.

MISCELLANEOUS REQUIREMENTS

1. The Bid forms are drawn up so that certain essential information is to be furnished in a specific manner. Any additional particulars shall be furnished in the enclosed questionnaire or in a separate annexure.
2. The forms attached, shall be completed and submitted with the Bid.
3. Where items are specified in detail, the specifications form an integral part of the Bid document and Bids shall indicate in the space provided whether the items offered are to specification or not.
4. With the exception of basic prices, where required, all prices shall be quoted inclusive of VAT in South African currency.

PART 4 – SCHEDULE B - Preference Points Claim Form

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

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 (VAT inclusive); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (VAT inclusive).

1.2 The value of this Bid is estimated **not to exceed R50 000 000** (VAT inclusive) for a three-year period and therefore the **80/20** 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.

1.3.1 The maximum points for this Bid are allocated as follows:

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

1.4 Failure on the part of a Bidders to fill in and/or to sign this form and submit a B-BBEE Verification Certificate (Certified Copy or Original) 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 an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the Bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5. The municipality 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 municipality.

2. DEFINITIONS

2.1 “**all applicable taxes**” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

- 2.3 **“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;
- 2.4 **“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 Bid processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“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;
- 2.7 **“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;
- 2.8 **“contract”** means the agreement that results from the acceptance of a Bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less.
- 2.10 **“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;
- 2.11 **“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;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“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;
- 2.15 **“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;
- 2.16 **“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;
- 2.17 **“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
- 2.18 **“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 Bidder 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 PREFERENCE POINT SYSTEMS

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

80/20

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

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

5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the following table:

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

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate (Original or Certified copy) issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs 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.
- 5.4 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.
- 5.5 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.
- 5.6 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.
- 5.7 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.

- 5.8 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.

6. BID DECLARATION

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

7 B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: = (maximum of 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 (**Certified Copy or Original**) issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA) or a sworn affidavit for EME in the acceptable format as issued by the Department of Trade and Industry.

8 SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted? **YES / NO**
(delete which is not applicable)

8.1.1 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? **YES/ NO**
(delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

- 9.1 Name of firm :
- 9.2 VAT registration number :
- 9.3 Company registration number :

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION



Municipality where business is situated.....

Registered Account Number

Stand Number

9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?

.....

9.9 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-BBEE 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 service provider/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 Bid 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.

10. DECLARATION WITH REGARD TO EQUITY

10.1 Current Contract and Obligations

Description	Value (R)	Start date	Duration	Expected Completion date

10.2 I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the equity ownership, indicated in paragraph 8 of the foregoing certificate, qualifies the firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) The Equity ownership claimed is 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 8, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iv) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have -
 - (a) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct; and
 - (b) 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;

WITNESSES:

1.
2.

.....
SIGNATURE (S) OF BIDDERS

ADDRESS:



PART 5 – SCHEDULE C - PRICING SCHEDULE

FIRM PRICES (PURCHASES) (MBD 3.1)

Name of Bidder: _____

Bid Number: 40/2021

Closing Time: 12:00 (noon)

Closing Date: 3 December 2021

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

***Prices to include VAT**

GROUP 1

On and Off-Road Single Cab Fire Fighting Vehicle

**COST OF ONE (1) ON AND OFF-ROAD SINGLE CAB
FIRE FIGHTING VEHICLE**

R _____

VAT AT 15%

R _____

TOTAL

R _____

Make and Model: _____

Country of Origin: _____

Does the offer comply with the specification (Yes/No)

If not to specification, indicate deviation(s) _____

Period required for delivery: _____

Delivery firm/ Not firm

Superstructure

COST OF ONE (1) SUPERSTRUCTURE

R _____

VAT AT 15%

R _____

TOTAL

R _____

Make and Model: _____

Country of Origin: _____

Does the offer comply with the specification (Yes/No)

If not to specification, indicate deviation(s) _____

Period required for delivery: _____

Delivery firm/ Not firm

GROUP 2

One (1) 4x4 On and Off-Road Single Cab Fire Fighting Vehicle

**COST OF ONE (1) ON AND OFF-ROAD SINGLE CAB
FIRE FIGHTING VEHICLE**

R _____

VAT AT 15%

R _____

TOTAL

R _____

Make and Model: _____

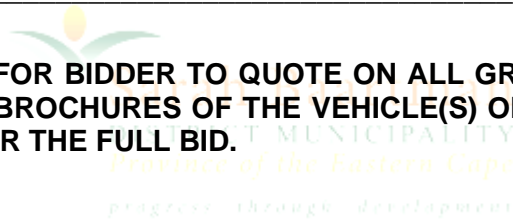
Country of Origin: _____

Does the offer comply with the specification (Yes/No)

If not to specification, indicate deviation(s) _____

Period required for delivery: _____

NB: IT IS NOT COMPULSORY FOR BIDDER TO QUOTE ON ALL GROUPS. PROSPECTIVE BIDDERS ARE REQUIRED TO PROVIDE BROCHURES OF THE VEHICLE(S) OFFERED. SBDM RESERVES THE RIGHT TO ACCEPT PART OF OR THE FULL BID.



Part 6 – SCHEDULE D - Particulars of Business

PARTNERSHIP/JOINT VENTURE/CLOSED CORPORATION/COMPANY/SOLE PROPRIETOR

Business Name: _____

Trading Name: _____

SIRA Reg. No.: _____

CK 1. No.: _____

CK 2. No.: _____

VAT Reg. No.: _____

UIF No.: _____

Workman's Compensation No. : _____

Directorship

Name	Identity No.	Gender	% Ownership

Company's Fixed telephone Line : _____

Company's Fixed Fax Line : _____

Mobile phone : _____

Street Addresses of the registered offices

Head Office: _____

E-Mail : _____

Branches

- 1 _____
- 2 _____
- 3 _____
- 4 _____

Postal Address of the Head Office

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

Sarah Baartman
DISTRICT MUNICIPALITY

.....
NAME IN CAPITALS

In the presence of:

1.
2.

PART 7 - SCHEDULE E - Declaration of Interest (MBD 4)

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

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

3.2. Identity Number:

3.3. Position occupied in the Company (director, trustee, shareholder²):

3.4. Company Registration Number:

3.5. Tax Reference Number:

3.6. VAT Registration Number:

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

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

3.8.1. If yes, furnish particulars.

.....

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

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

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

- 3.9. Have you been in the service of the state for the past twelve months? **YES / NO**
- 3.9.1 If yes, furnish particulars.....
- 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this Bid? **YES / NO**
- 3.10.1 If yes, furnish particulars.....
-
- 3.11 Are you, aware of any relationship (family, friend, other) between any other Bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this Bid? **YES / NO**
- 3.11.1 If yes, furnish particulars
-
- 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
- 3.12.1 If yes, furnish particulars.....
-
- 3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
- 3.13.1 If yes, furnish particulars.....
-
- 3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are Bid for this contract. **YES / NO**
- 3.14.1 If yes, furnish particulars.....
-

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

Note: The full details disclosed hereunder must correlate to ownership information as per Central Supplier Database (CSD).

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

In the presence of:

1.

2.

CERTIFICATION OF CORRECTNESS

I, THE UNDERSIGNED (NAME)

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

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

Signature.....

Date.....

.....
Position

.....
Name of Bidder



SCHEDULE F

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (MBD 6.2)

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9 (1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

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

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

1.6. A bid may be disqualified if –

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

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
 - 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
 - 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
 - 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
 - 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
 - 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
 - 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
 - 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
 - 2.9. **“sub-contract”** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

Description of services, works or goods

Stipulated minimum threshold

Fire Fighting Vehicles

30%

Detail to be provided on Annexure C – Annexure C must be submitted

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

(Tick applicable box)

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

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?
(Tick applicable box)

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

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the Accounting Officer / Accounting Authority provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

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

IN RESPECT OF BID NO.

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

NB

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

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

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

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

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

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

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

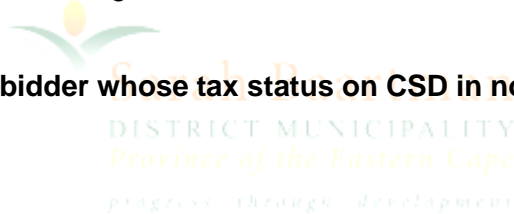

Sarah Baartman
 DISTRICT MUNICIPALITY
 Province of the Eastern Cape
 progress through development

SCHEDULE G
TAX CLEARANCE 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 apply to SARS for a Tax Clearance Certificate at any SARS branch office nationally.
2. SARS will issue a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The Overall Tax Clearance status indicator of the bidder on the CSD must be **TAX COMPLIANT**.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must be Tax Compliant on the CSD.
5. Bidders must allow for timeous registration on the CSD and the application and issue of a Tax Clearance Certificate by SARS.
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

An award will not be made to a bidder whose tax status on CSD is non-compliant.



SCHEDULE H
DETAILS OF BIDDER'S NEAREST OFFICE

1. Physical address of Bidder:

1 Telephone No of nearest office: _____

2 Time period for which such office has been used by Bidder: _____

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

 Sarah Baartman
DISTRICT MUNICIPALITY
.....
NAME IN CAPITALS
progress through development

In the presence of:

1.

2.

SCHEDULE I FINANCIAL PARTICULARS

This schedule must be completed by the Bidder and submitted together with the Bid. If this requirement is not complied with in full the Bid may be considered invalid

Nature of Service: _____

Name of Bidder: _____

Number: **40/2021**

	<u>FINANCIAL POSITION OF BIDDER</u> I/we hereby certify that I/we have the necessary financial capacity and resources to execute the above contract successfully for the Bid amount as indicated in the completed Pricing Schedule <u>(SCHEDULE K)</u> I / we attach a letter from the financial Institution confirming the availability of financial resources or a letter confirming that I / we have applied for financial assistance and the financial Institution is willing to favourable consider our application. I / we hereby give the SBDM permission to contact the financial institution stated below to verify the information given above.
NAME OF FINANCIAL INSTITUTION	
ADDRESS	
TEL.NO	
FAX NO	
CONTACT PERSON	

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of:

1.

2.

SCHEDULE J
LETTER OF CONSENT

The Municipal Manager
Sarah Baartman District Municipality
P.O. Box 318
Port Elizabeth
6005

Sir/Madam

Granting of authority to request information from any legal entity relevant to this Bid

1. I/we acknowledge that the information herein contained shall constitute the basis on which my/our Bid is to be considered. I/we grant approval that any source regarding this Bid may be fully investigated and that all such information shall be of material SBDM and directly relevant to the consideration of our Bid. I /we SBDM grant my/our consent to such source to provide confidential information.
2. I/we warrant that all the information herein contained is to the best of my/our knowledge and belief true and correct in all material respects and I/we am /are not aware of any information which, should it become known to the SBDM, would affect the consideration of my/our Bid in any way.
3. The SBDM wishes to inform you that all information regarding your personal matters is treated as strictly as confidential.

Please tick the appropriate box.

	I/We hereby consent to the above
	I/We hereby withhold consent and fully understand the implications and ramifications of my/our decision and will not hold the SBDM responsible for not considering my/our Bid.

Signature: **Date:**

Witness: **Signature:**

SCHEDULE K

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

- 1 This Municipal Bid Document must form part of all Bid 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 Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).



4 In order to give effect to the above, the following questionnaire must be completed and submitted with the Bid.

Item	Question	Yes	No
4.1	<p>Is the Bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	<p>If so, furnish particulars:</p>		
4.2	<p>Is the Bidder or any of its directors listed on the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Bid Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.2.1	<p>If so, furnish particulars:</p>		
4.3	<p>Was the Bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.3.1	<p>If so, furnish particulars:</p>		

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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SCHEDULE L CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

1. This Municipal Bid 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 Bid (or Bid rigging).² Collusive Bid is a *per 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 Bid 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 Bid) 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 Bid process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying Bid:

BID NO. 40/2021: SUPPLY AND DELIVERY OF FIRE FIGHTING VEHICLES FOR LOCAL MUNICIPALITIES

in response to the invitation for the Bid made by:

SARAH BAARTMAN DISTRICT MUNICIPALITY

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

I certify, on behalf of:that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying Bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying Bid, on behalf of the Bidder;
4. Each person whose signature appears on the accompanying Bid has been authorized by the Bidder to determine the terms of, and to sign, the Bid, on behalf of the Bidder;
5. For the purposes of this Certificate and the accompanying Bid, I understand that the word “competitor” shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
 - (a) has been requested to submit a Bid in response to this Bid invitation;
 - (b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder
6. The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive Bid.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a Bid;
 - (e) the submission of a Bid which does not meet the specifications and conditions of the Bid; or
 - (f) Bid with the intention not to win the Bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this Bid invitation relates.
9. The terms of the accompanying Bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding of the contract.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.



.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SCHEDULE M
CONTRACT FORM: PURCHASE OF GOODS/WORKS (MBD 7.1)

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 Bid 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) Bid documents, viz
 - Invitation to bid
 - Tax clearance certificate
 - Pricing schedule(s)
 - Technical Specification (s)
 - Preference claims in terms of Broad Based Black Economic Empowerment Status Level of Contribution in terms of 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 fulfilment 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 authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1.

2.


DATE:



CONTRACT FORM: PURCHASE OF GOODS/WORKS (MBD 7.1)

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your Bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating FIRE FIGHTING 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 (VAT INCL)	MAKE AND MODEL	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (IF APPLICABLE)
		 <p>Sarah Baartman DISTRICT MUNICIPALITY <i>Province of the Eastern Cape</i> <i>progress through development</i></p>		

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:.....

SCHEDULE N
Form of Bid and Declaration

BID NO. 40/2021: SUPPLY AND DELIVERY OF FIRE FIGHTING VEHICLES FOR LOCAL MUNICIPALITIES

DECLARATION:

To: The Municipal Manager

Sarah Baartman District Municipality

Sir/Madam,

I/We, the undersigned:

a) Bid to supply and delivery to the Sarah Baartman District Municipality all of the services described both in this and the other forms and schedules to this Bid.

b) Agree that we will be bound by the specifications, prices, terms, conditions and proposals stipulated in the schedules attached to this Bid document, regarding

delivery and execution.

c) Further agree to be bound by the conditions, set out in Bid document, should this Bid be accepted.

d) Confirm that this Bid may only be accepted by the **Sarah Baartman District Municipality** by way of a duly authorized Letter of Acceptance.

e) Declare that we are fully acquainted with the schedules and the contents thereof and that we have signed the schedules, attached hereto.

f) Declare that, each page of the Bid document and amendments thereto will be initialled by the relevant authorized person in order for the document to constitute a proper contract between the **Sarah Baartman District Municipality** and the undersigned, on acceptance of the Bid by the **Sarah Baartman District Municipality**.

Signed at on this day of20....

Signature of Bidder.....

Name of Bidder

Domicilium address:

.....
.....
.....
.....

As witnesses:

1. Signature.....Name in Full.....

I.D. No.....

2. Signature.....Name in full.....

I.D. No.....

Where the Bidder is a Company, Corporation or Firm a duly authorised resolution must accompany the Bid.

PLEASE NOTE:

- *Each page of the Bid document and schedules thereto must be initialed by the relevant authorised person in order for the document to constitute a proper contract between the municipality and the Bidder.*
- *On acceptance of the Bid by the municipality, the forms and schedules attached hereto shall be deemed to be the Conditions of Contract between the parties.*



SCHEDULE O
Other Required Information

1. Number of year that the enterprise has been operating

No of years

2. **Locality of Company**

The locality of the Company relates to the area where the Company's offices are based

Location of Head Office:

Location of nearest Branch Office to Port Elizabeth:

3. **Location of Office**

Specify the location (town/city) of office that SBDM will be liaising with

.....

4. **References**

Names

.....

.....

.....



Telephone Numbers

.....

.....

.....

SCHEDULE P - General Conditions of Contract

TABLE OF CLAUSES

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



- 34. Amendments of contracts
- 35. Prohibition of restrictive practices



THE NATIONAL TREASURY - GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

The purpose of this document is to:

- a) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
 - b) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.
 - c) The General Conditions of Contract will form part of all bid documents and may be amended.
 - d) Special Conditions of Contract (SCC) relevant to a specific bid should be compiled separately for every bid and will supplement the General Conditions of Contract.
- Wherever there is a conflict, the provisions in the SCC will prevail

1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 **“Contract”** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 **“Contract price”** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 **“Day”** means calendar day.
- 1.8 **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- 1.9 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.10 **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 **“Dumping”** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 **“Force majeure”** means an event beyond the control of the supplier and not involving the to, acts of the purchaser in its sovereign capacity, wars or evolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any Bidder, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Bidder of the benefits of free and open competition.
- 1.14 **“GCC”** means the General Conditions of Contract.
- 1.15 **“Goods”** means all of the equipment, machinery, and/or other materials that the supplier is.
- 1.16 **“Imported content”** means that portion of the Bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the Bid will be manufactured.
- 1.17 **“Local content”** means that portion of the Bid 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 Bid 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 ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 **“Supplier”** means the successful Bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 **“Tort”** means in breach of contract.
- 1.27 **“Turnkey”** means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 **“Written” or “in writing”** means hand-written in ink or any form of electronic or mechanical writing.

2. APPLICATION

- 2.1 These general conditions are applicable to all Bids, contracts and orders including Bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the Bid documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. GENERAL

- 3.1 Unless otherwise indicated in the Bid documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a Bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to Bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. STANDARDS

- 4.1 The goods supplied shall conform to the standards mentioned in the Bid 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 as far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the Performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. PATENT RIGHTS

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. PERFORMANCE SECURITY

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful Bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the Bid documents or another form acceptable to the purchaser; or
 - b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. INSPECTIONS, TESTS AND ANALYSES

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a Bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the Bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the Bid documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

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

9. PACKING

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. DELIVERY AND DOCUMENTS

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

11. INSURANCE

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

12. TRANSPORTATION

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

13. INCIDENTAL SERVICES

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.



14. SPARE PARTS

- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. WARRANTY

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. PAYMENT

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

17. PRICES

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

18. VARIATION ORDERS

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

19. ASSIGNMENT

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

20. SUBCONTRACTS

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

21. DELAYS IN THE SUPPLIER'S PERFORMANCE

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. PENALTIES

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

23. TERMINATION FOR DEFAULT

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the 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.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

24. ANTIDUMPING AND COUNTERVAILING DUTIES AND RIGHTS

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

25. FORCE MAJEURE

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. TERMINATION FOR INSOLVENCY

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

27. SETTLEMENT OF DISPUTES

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

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

28. LIMITATION OF LIABILITY

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

29. GOVERNING LANGUAGE

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

30. APPLICABLE LAW

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

31. NOTICES

- 31.1 Every written acceptance of a Bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his Bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. TAXES AND DUTIES

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any Bidder whose tax matters are not in order. Prior to the award of a Bid SARS must have certified that the tax matters of the preferred Bidder are in order.
- 32.4 No contract shall be concluded with any Bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. TRANSFER OF CONTRACTS

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

34. AMENDMENT OF CONTRACTS

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

35. Prohibition of Restrictive Practices

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of **restrictive practices** 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 Bid.
- 35.2 If a Bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3 If a Bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the Bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the Bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the Bidder(s) or contractor(s) concerned.

Revised July 2010

SCHEDULE Q - Bid Check List

SBDM Individual bid documents will have the typical bid check list as an attachment. This list is to assist all bidders to submit complete bids.

Bidders are to check the following points before the submission of their bid:

Tick

- | | |
|---|--------------------------|
| 1. All pages of the bid document have been read and initialled by the bidder. | <input type="checkbox"/> |
| 2. All pages requiring information have been completed in black ink. | <input type="checkbox"/> |
| 3. The Pricing Schedule has been checked for arithmetic correctness. | <input type="checkbox"/> |
| 4. All sections requiring information have been completed. | <input type="checkbox"/> |
| 5. The bidder has submitted the following documentation, e.g. | |
| - Full CSD supplier report | <input type="checkbox"/> |
| - Valid Municipal Billing Clearance Certificate (original or certified copy), or lease agreement (if leasing) | <input type="checkbox"/> |
| - BBBEE Certificate or Sworn Affidavit (original or certified copy) | <input type="checkbox"/> |
| - CIDB Certificate (if applicable) | <input type="checkbox"/> |
| - Bids with a value of more than R10 million (VAT Incl.) are required to submit the financial statements for the past three years or since establishment, if established during the past three years. | <input type="checkbox"/> |