



NKANGALA DISTRICT MUNICIPALITY

SUPPLY, REGISTER AND DELIVERY OF 4x4 MEDIUM PUMPER FIRE ENGINE FOR
THEMBISILE HANI AND DR JS MOROKA FIRE STATIONS

PROJECT NO: 54168 & 52410

TENDER DOCUMENT

ISSUED BY: NKANGALA DISTRICT MUNICIPALITY
2A Walter Sisulu Street
Middelburg
1050

NAME OF TENDERER:

CSD NUMBER:

BID AMOUNT (EXCL VAT):

NKANGALA DISTRICT MUNICIPALITY



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NKANGALA DISTRICT MUNICIPALITY



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PROJECT NO: 54168 & 52410

TENDERING PROCEDURES

THE TENDER

Part T1: Tendering Procedures

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NKANGALA DISTRICT MUNICIPALITY



SUPPLY, REGISTER AND DELIVERY OF 4x4 MEDIUM PUMPER FIRE ENGINE FOR THEMBISILE HANI AND DR JS MOROKA FIRE STATIONS

PROJECT NO: 54168 & 52410

T1.1 TENDER NOTICE AND INVITATION TO TENDER

Nkangala District Municipality Invites Tenders to Supply, Register and delivery of 4x4 medium pumper fire engines for Thembisile Hani and Dr JS Moroka Fire stations: Project 154168 & 52410

Bid documents will be obtainable from 05th October **2021** on from National e-tender or Nkangala website.

Tenders are to be completed in black ink and completed in accordance with the conditions and rules contained in the tender documents. The tenders and relevant documents must be sealed in a envelope and externally endorsed with the description: Supply, Register and delivery of 4x4 medium pumper fire engines for Thembisile Hani and Dr JS Moroka Fire stations and be deposited in the Tender Box, Ground Floor, Nkangala District Municipality, 2A Walter Sisulu Street, Middelburg, Mpumalanga not later than **12H00** on **20th October 2021**. The tenders will immediately be opened in public. **The Tenders shall remain valid for a period of 90 days from the closing date.** Telegraphic, telephonic, fax, telex e-mail or late tenders will not be accepted.

This tender will be evaluated according to the stipulated minimum threshold for local production and content for goods and services to be provided in the project.

Tenders will be evaluated in terms of the Supply Chain Management policy of the Nkangala District Municipality. The lowest or any tender will not necessarily be accepted and suitably the Nkangala District Municipality reserves the right not to consider any tender **not suitably endorsed or comprehensively completed**, as well as the right to accept the tender in whole or part. Service provider must be registered in CSD.

Queries relating to the issue of this document may be directed to the Supply Chain Unit or Fire and Rescue Services from the Nkangala District Municipality at 013-249-2104 / 05 / 06 or 2161

MM SKOSANA
MUNICIPAL MANAGER

TENDER DATA

1.	The Employer is: Nkangala District Municipality P.O Box 437 Middelburg 1050			
2.	Tender Documents			
	<p>Tendering Procedures Tender notice and invitation to tender Tender data</p> <p>Returnable Documents List of Returnable Documents</p> <p>The Contract Agreements and Contract data Forms of Offer and Acceptance Contract Data</p> <p>Pricing Data Pricing Instruction Bill of Quantities</p> <p>Terms of Reference Terms of Reference</p> <p>Additional Relevant Documents Supply Chain Management Policy</p>			
3.	<p>Interpretation</p> <p>The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these tender conditions.</p>			
4	<p>Communication.</p> <p>The Employer's Representative is;</p> <table><tr><td><p><u>Accounting Officer;</u> MM Skosana P. O. Box 437 Middelburg 1050. Tel : 013 249 2000 / 2006</p></td><td><p><u>Procurement Eng.</u> Supply Chain Unit P.O. Box 437 Middelburg 1050 013 249 2103 / 5 / 6 / 7</p></td><td><p><u>Technical Enquiries.</u> M Machete P.O. Box 437 Middelburg 1050 Tel : 013 249 2161 /2018</p></td></tr></table>	<p><u>Accounting Officer;</u> MM Skosana P. O. Box 437 Middelburg 1050. Tel : 013 249 2000 / 2006</p>	<p><u>Procurement Eng.</u> Supply Chain Unit P.O. Box 437 Middelburg 1050 013 249 2103 / 5 / 6 / 7</p>	<p><u>Technical Enquiries.</u> M Machete P.O. Box 437 Middelburg 1050 Tel : 013 249 2161 /2018</p>
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4.1	Attention is drawn to the fact that verbal communication given by the Employer's representative prior to the close of tenders will not be regarded as binding on the employer. Only information issued formally by the employer in writing to the tenders, under the signature of the Accounting Officer will be regarded as amending the tender documents.			
5	<p>The Employer's right to accept or reject any tender offer</p> <p>The employer has the right not to accept the lowest tender and to accept the whole or part of any tender or not to consider any tender not suitably endorsed is fully reserved by the Nkangala District</p>			

	Municipality.
6	Tenderer Obligations
6.1	The Council retains the right to call for any additional information that it may deem necessary
6.2	<p>If tendering as a Joint Venture, Joint venture must be constituted by means of a comprehensive and fair, written agreement between the members, which sets out their obligations, rights, risks and rewards.</p> <p>Joint venture members should share at least the following aspects of the joint venture activities in a meaningful and equitable manner:</p> <ol style="list-style-type: none"> 1. Control 2. Management 3. Operations 4. Risk 5. Profit and Loss
6.3	If a Tenderer , or any person employed by him is found to have either directly or indirectly, promised or given to any person in the employment of Council, any commission, gratuity, gift or other consideration, The Council shall have the right to summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss and/ or additional costs or expenses, to disqualify the Tender or cancel the Contract without paying any compensation to the aforesaid Tender or Contract.
6.4	At the request of the Municipal Manager or his authorised representative from furnishing him with additional information, or with a sample or specimen for testing purposes or otherwise, or from giving a demonstration so as to enable the recommendation to the Council's responsible Committee on the award of the contract be formulated,
7.	Eligibility Only those bidders who submitted the Manufacturer, Importer, and builder (MIB) certificate for motor vehicles are eligible to have their tenders evaluated.
8	Compensation of tendering The employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the cost of any testing necessary to demonstrate that aspects of the offer satisfy requirements.
9	Check documents The Tenderer should check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
10.1	Confidentiality and Copyright of Documents. Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation

10.2	<p>Clarification Meeting</p> <p>A tender briefing meeting will NOT be held for the project but tender related enquiries will be welcomed up to and until one day before the closing of tenders.</p>
11	<p>Submitting tender offer:</p>
11.1	No Tender document will be considered unless submitted on Council's Official Tender Document loaded on the system.
11.2	Return all the returnable documents to the employer after completing them.
11.3	<p>Tenders must be deposited in the tender box clearly marked: Project No:154168 & 52410 Supply, Register and delivery of 4x4 medium pumper fire engines for Thembisile Hani and Dr JS Moroka Fire station</p> <p>Location of tender Box: Main Entrance Ground floor Nkangala DM Building Physical Address: Nkangala District Municipality, 2A Walter Sisulu Street, Middleburg 1050.</p> <p>Telephonic, telegraphic, telex, facsimile or emailed tenders will not be considered</p>
11.4	All tender received by the Nkangala District Municipality will remain in the Municipality's possession until after the stipulated closing date and time.
11.5	Accept that a tender submitted to the employer cannot be withdrawn or substituted. No substitute tenders will be considered
12.	<p>Closing Time:</p>
12.1	<p>The time and location for opening of the Tender offers are:</p> <p>Closing Time: 12:00 Closing Date: 20th October 2021 Location: Nkangala District Municipality 2A Walter Sisulu Street Middelburg 1050</p>
12.2	After the opening of the tender proposals, no information relating to the clarification, determination of responsiveness, evaluation and comparison of tender proposals and recommendations concerning the award of the tender shall be disclosed to any other tenderer or persons not concerned with such process until the award of the Tender has been announced by the NDM.
13.	<p>Pricing the tender</p> <p>State the rates and prices in Rand</p>
14.	<p>Alterations to the Tender Documents.</p> <p>No alterations may be made to the tender document issued by the employer.</p> <p>Proposals and any other supporting documents must be attached to the back of this tender</p>

	document								
15	<p>Alternative tender offer.</p> <p>No alternative tender offers will be considered or accepted</p>								
16	<p>Tender Offer Validity</p> <p>The Tender offer validity period is 90 days from the closing date.</p>								
17	<p>Tender clarification after submission</p> <p>A tender may be regarded as non-responsive if the tenderer fails to provide clarification requested by the employer within the time for submission stated in the employer's written request.</p>								
18	<p>Tender evaluation points</p> <p>18.1 The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.</p> <p>18.2 Preference points for this bid shall be awarded for:</p> <p style="margin-left: 40px;">(a) Price; and</p> <p style="margin-left: 40px;">(b) B-BBEE Status Level of Contribution.</p> <p>18.3 The maximum points for this bid are allocated as follows:</p> <table border="1" style="margin-left: 40px;"> <tr> <th></th><th>POINTS</th></tr> <tr> <td>PRICE</td><td>80</td></tr> <tr> <td>B-BBEE STATUS LEVEL OF CONTRIBUTION</td><td>20</td></tr> <tr> <td>Total points for Price and B-BBEE must not exceed</td><td>100</td></tr> </table>		POINTS	PRICE	80	B-BBEE STATUS LEVEL OF CONTRIBUTION	20	Total points for Price and B-BBEE must not exceed	100
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B-BBEE STATUS LEVEL OF CONTRIBUTION	20								
Total points for Price and B-BBEE must not exceed	100								
18.4	<p>Declaration Certificate for Local Production and Content for Designated Sectors</p> <p>Failure to complete and comply with minimum threshold of MBD 6.2, Annexure C, D & E for Local Content is an automatic disqualification. Tenderers must ensure that products/materials supplied are manufactured/produced locally. Tenderers must also ensure that imported products/material are exempted by the Department of Trade and Industry (DTI).</p>								
19.	<p>Evaluation of Tenders</p> <p>The Tenderers notice is drawn to the fact that the evaluation, adjudication and awarding of this tender will be in terms of the Supply Chain Management Policy of the NDM.</p>								
19.1	<p>The following steps will be followed in evaluation;</p> <ol style="list-style-type: none"> 1. Determination of whether or not tender offers are complete. 2. Determination of whether or not tender offers are responsive. 3. Determination of the reasonableness of tender offers. 4. Confirmation of the eligibility of preferential points claimed by tenderers. 5. Awarding of points for financial offer. 6. Ranking of tenderers according to the total points 7. Performance of risk analysis by checking the credit record of the tenderers 								

19.2

Evaluation Criteria

The procedure for the evaluation of responsive Bids will be on the average of submitting the local content letter

The Firm's tender responsiveness in relation to points is therefore summarized as follows:

Company documents	40
Experience of Firm	20
Sub-Total	60

A firm must obtain a minimum of 40 points out of the 60 points above to be considered for price and BBB-EE evaluation.

Company documents (Maximum points obtainable 40)

Evaluation Criteria	Minimum Required	Elimination Factor	Maximum Points obtainable	Points Claimed
MIB certificate	Attach MIB certificate from the manufacturer or vehicle builder	Yes	20	
Warranty	03 years proof of warranty on vehicle workmanship	Yes	10	
Service maintenance plan	Attach 03 years maintenance service plan	Yes	10	
Sub-total			40	

Experience of Firm

It must be noted that the experience of the firm carries a maximum of **20 points**. If proof of appointment letters or purchase order is not provided, then the bidder shall score a zero (0) in this category.

Evaluation Criteria	Evaluation Criteria	Elimination Factor	Points obtainable	
Company experience in related projects completed	1-2 projects	No	10	
	3-5 Projects	No	15	
	6 - 10 Projects	No	20	
Total			20	

	<p>Tenders are adjudicated in terms of NDM Supply Chain Management Policy, and the following framework is provided as a guideline in this regard.</p>
19.3.1	<p>Technical adjudication and General Criteria</p> <ul style="list-style-type: none"> ▪ Compliance with Tender conditions ▪ Technical specifications ▪ Required MIB certificate <p>If the Tenderer does not comply with the Tender Conditions, the Tenderer may be rejected. If technical specifications are not met, the Tender may also be rejected.</p> <p>With regard to the above, certain actions or errors are unacceptable and warrants REJECTION OF THE TENDER, for example</p> <ul style="list-style-type: none"> ▪ Copies or scanned copies of Tax Clearance Certificates. (Only valid tax clearance certificates must be attached to the Tender document). ▪ Pages to be completed, removed from the Tender document, and have therefore not been submitted. ▪ If tender document is not fully completed as required and as stipulated in the tender data. ▪ If any tender document is tempered with or it is unbundled or unbundled. ▪ Failure to complete the schedule of quantities as required – only lump sums provided. ▪ Scratching out without initialling next to the amended rates or information. ▪ Writing over / painting out rates / the use of tippex or any erasable ink, e.g. pencil. ▪ The Tender has not been properly signed by a party having the authority to do so, according to the Form D – “Authority for Signatory” ▪ A Resolution by a Board of Directors of the Company authorizing the Tenderer to sign the Tender document on behalf of the Company. No authority for signatory submitted. ▪ Particulars required in respect of the Tender have not been provided – non-compliance of Tender requirements and/or specifications. ▪ The Tenderer’s attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract. ▪ The Tender has been submitted after the relevant closing date and time ▪ Failure to complete and sign Form C1.1 Form of Offer and Acceptance ▪ If any municipal rates and taxes or municipal service charges owed by that Tenderer or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months. ▪ If any Tenderer who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that Tenderer that performance was unsatisfactory. ▪
19.3.2	<p>Size of enterprise and current workload</p> <ul style="list-style-type: none"> ▪ Evaluation of the Tenderer’s position in terms of: ▪ Proof of warranty on workmanship ▪ Pricing ▪ Documents of local content ▪ BBBEE level
19.3.3	<p>Proposed Key Personnel</p>

<p>19.3.4</p> <p>19.3.5</p> <p>19.3.6</p> <p>19.3.7</p> <p>19.3.8</p> <p>19.3.9</p>	<p>In this part of the tender, the Tenderer shall also supply Curriculum Vitae (CV's) for the Staff available named and working for the Tenderer.</p> <p>Previous experience</p> <p>The procedure for the evaluation of responsive Bids will be on the average of the complying to tender document.</p> <p>The tenderer shall list in the appropriate Forms the appropriate related projects undertaken by the member firms of the tenderer within the last five (5) years.</p> <p>The tenderer shall provide documentation of company experience of each member of the Consortium/Joint Venture related projects.</p> <p>Financial ability to execute the contract:</p> <p>Evaluation of the Tenderer's financial ability to execute the contract will be considered.</p> <p>Good standing with SA Revenue Services</p> <ul style="list-style-type: none"> ▪ Determine whether a valid tax clearance certificate has been submitted. ▪ The Tenderer must affix a valid Tax Clearance Certificate <p>If the Tender does not meet the requirements contained in the NDM Procurement Policy, and the mentioned framework, it will be rejected by the Council, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation</p> <p>Penalties</p> <p>The Nkangala District Municipality will if upon investigation it is found that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Municipal Manager, one or more of the following penalties will be imposed:</p> <ul style="list-style-type: none"> ▪ Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer. ▪ Impose a financial penalty at the discretion of Council ▪ Restrict the contractor, its shareholders and directors on obtaining any business from the Nkangala District Municipality for a period of 5 years
<p>20</p>	<p>The additional conditions of Tender are:</p> <p>1 Nkangala District Municipality may also request that the Tenderer provide written evidence that his financial, labour and resources are adequate for carrying out the project.</p> <p>2 The Nkangala District Municipality reserves the right to appoint a firm of chartered accountants and auditors and / or execute any other financial investigations on the financial resources of any Tenderer. The Tenderer shall provide all reasonable assistance in such investigations.</p>

NKANGALA DISTRICT MUNICIPALITY



SUPPLY, REGISTER AND DELIVERY OF 4x4 MEDIUM PUMPER FIRE ENGINE FOR THEMBISILE HANI AND DR JS MOROKA FIRE STATIONS

PROJECT NO: 54168 & 52410

RETURNABLE DOCUMENTS

Returnable Documents

List of returnable documents

NKANGALA DISTRICT MUNICIPALITY



T2.1 LIST OF RETURNABLE DOCUMENTS

1. Failure to fully complete the **compulsory** returnable documents shall render such a tender offer unresponsive.
2. Tenderers shall note that their signatures appended to each returnable form **represents a declaration that they vouch for the accuracy and correctness of the information provided**, including the information provided by candidates proposed for the specified key positions.
3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. **If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that tenderer to induce the contract.** In such event the Employer has the discretionary right under contract condition 8.4 to terminate the contract.

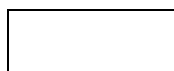
The Tenderer must complete the following returnable Schedules:

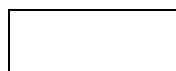
Returnable Schedules required for Tender evaluation purposes

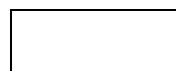
COMPULSORY BID DOCUMENTS	
PART-A	INVITATION TO BID
PART-B	TERMS AND CONDITIONS FOR BIDDING
FORM-A2	COMPULSORY ENTERPRISE QUESTIONNAIRE FOR CONSORTIA OR JOINT VENTURES
FORM B	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
FORM C	DECLARATION OF INTEREST
FORM D	AUTHORITY OF SIGNATORY
FORM E	DECLARATION OF GOOD STANDING REGARDING TAX
FORM F	FINANCIAL REFERENCES /TENDERER'S CREDIT RATING AND BANK DETAILS
FORM G	MUNICIPAL UTILITY ACCOUNT
FORM H	PREFERENCE SCHEDULE
FORM I	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS
FORM J	CERTIFICATE OF INDEPENDENT BID DETERMINATION
FORM K	DECLARATION TENDERER'S LITIGATION HISTORY
FORM L	MANUFACTURER IMPORTER AND BUILDER CERTIFICATE (MIB)
FORM M	SERVICE MAINTENANCE PLAN AND VEHICLE DRAWINGS
FORM N	DECLARATION FOR PROCUREMENT ABOVE R10 MILLION
FORM O	PROOF OF WARRANTY ON WORKMANSHIP
RETURNABLES FOR EVALUATION PURPOSES	
FORM P	TENDERER'S PROJECT STRUCTURE
FORM Q	PROPOSED KEY PERSONNEL
FORM R	SCHEDULE OF PREVIOUS EXPERIENCE
FORM S	SCHEDULE OF CURRENT PROJECTS
FORM T	SCHEDULE OF INFRASTRUCTURE AND RESOURCES
FORM U	SCHEDULE OF PROPOSED SUB CONTRACTORS
FORM V	RECORD OF ADDENDA TO TENDER DOCUMENTS

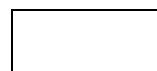

Tenderer


Witness 1


Witness 2


Employer


Witness 1


Witness 2

COMPULSORY BID DOCUMENTS

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]		
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE		R
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT			CONTACT PERSON		
CONTACT PERSON			TELEPHONE NUMBER		
TELEPHONE NUMBER			FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS		
E-MAIL ADDRESS					

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:										
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>										
2. TAX COMPLIANCE REQUIREMENTS										
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>										
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS										
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="width: 30%; text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>	3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO									

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM A2: COMPULSORY ENTERPRISE QUESTIONNAIRE FOR CONSORTIA OR JOINT VENTURES

In the case of a Joint Venture – Form “A2” needs to be completed

SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ (place)

On _____ (date)

--

Tenderer

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

RESOLVED that:

The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the NKANGALA DISTRICT MUNICIPALITY in respect of the following project:

Bid / Project Number: _____ {insert number}

A. Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

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

B. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of: _____

C. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the municipality in respect of the project described under item A above.

D. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the municipality for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item C above.

E. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the municipality, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the municipality referred to herein.

F. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the municipality in respect of the project under item A above:

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

NO	NAME OF ENTITY	NAME OF REPRESENTATIVE	CAPACITY	SIGNATURE
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Note:

1. * Delete which is not applicable
2. **NB.** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Bid
3. Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Bid exceed the space available above, additional names and signatures must be supplied on a separate page
4. Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ATTACH THE FOLLOWING DOCUMENTS HERETO

1. For Closed Corporations

- CK1 or CK2 as applicable (Founding Statement)
- Copies of the ID's of the Directors

2. For Companies

- A copy of the Certificate of Incorporation
- Copies of the ID's of the Directors, and
- the shareholders register

3. For Joint Venture Agreements

- Copy of the Joint Venture Agreement between all the parties,
- as well as the documents in (1) or (2) of each Joint Venture member.

4. For Partnership

- Copies of the ID's of the partners

5. One person Business / Sole trader

- Copy of ID

6. Details of Tax Compliance Status from South African Revenue Service and SARS Pin Document

7. Duly Signed and dated original or copy of Authority of Signatory on company Letterhead

8. B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE(original or a copy issued by an approved body / accredited verification agency as prescribed by the National Treasury and the Department of Trade and Industry)

9. Central Supplier Database [CSD] Summary

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM B: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD8)

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

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

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4.3.1	If so, furnish particulars:		
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 IS 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

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM C: DECLARATION OF INTEREST (MBD4)

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.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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 director’s trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars:

.....

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

3.14.1 If yes, furnish particulars:

.....

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

--

Tenderer

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

FULL NAME	IDENTITY NUMBER	STATE EMPLOYEE NUMBER

DECLARATION

I, the undersigned (name): certify that the information furnished is correct. I accept that the state may act against me in terms of paragraph 23 of the General Conditions of Contract should this declaration prove to be false.

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

.....
Tenderer

.....
Witness 1

.....
Witness 2

.....
Employer

.....
Witness 1

.....
Witness 2

FORM D: AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name : _____

Contact number : _____

Office address : _____

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

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

"By resolution of the board of directors passed on (date)

Mr

has been duly authorized to sign all documents in connection with the Tender for Contract Number

.....and any Contract which may arise there from on

behalf of

(BLOCK CAPITALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

AS WITNESSES: 1.

2.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PRO-FORMA FOR JOINT VENTURES:

Certificate of Authority for Joint Ventures

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms authorised signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:



<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
Tenderer	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**ATTACH HERETO THE DULY SIGNED AND DATED A COPY OF AN
AUTHORITY OF SIGNATORY ON COMPANY LETTERHEAD**

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM E: DECLARATION OF GOOD STANDING REGARDING TAX (MBD 2)

DETAILS OF TAX COMPLIANCE STATUS:

TAXPAYER NAME	
TRADING NAME	
TAX REFERENCE NUMBER (S)	
VAT	
PIN	
EXPIRY DATE	

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. In order to meet this requirement bidder are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM F: FINANCIAL REFERENCES

DETAILS OF TENDERERS BANKING INFORMATION

Notes to tenderer:

1. The tenderer shall attach to this form letter from the bank not older than three (3) months confirming the bank account and details. Failure to provide the required letter with the tender submission shall render the tenderer's offer unresponsive.
2. The tenderer's banking details as they appear below shall be completed.
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.
4. **THE TENDERER SHALL ATTACH AN 03 YEARS AUDITED FINANCIAL STATEMENT FOR ANY AMOUNT ABOVE R10 MILLION**

BANK NAME:									
ACCOUNT NAME: (e.g. ABC Civil Construction cc)									
ACCOUNT TYPE: (e.g. Savings, Cheque etc)									
ACCOUNT NO:									
ADDRESS OF BANK:									
CONTACT PERSON:									
TEL. NO. OF BANK / CONTACT:									
How long has this account been in existence:	<table border="1"> <tr> <td>0-6 months</td> <td></td> </tr> <tr> <td>7-12 months</td> <td></td> </tr> <tr> <td>13-24 months</td> <td></td> </tr> <tr> <td>More than 24 months</td> <td></td> </tr> </table> (Tick which is appropriate)	0-6 months		7-12 months		13-24 months		More than 24 months	
0-6 months									
7-12 months									
13-24 months									
More than 24 months									

Name of Tenderer:

Date:

Signature:

Full name of signatory:

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**ATTACH HERETO A STAMPED COPY OF A LETTER FROM THE BANK TO
THIS PAGE NOT OLDER THAN THREE (3) MONTHS.**

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM G: MUNICIPAL UTILITY ACCOUNT

DECLARATION BY THE TENDERER

I the undersigned _____, has been duly

authorized to sign all documents with the Tender for Contract Number _____ on behalf of

_____ hereby make a declaration as follows:
(referred to herein as "the Bidder")

1. I declare that the bidder and /or any of its director(s) / member(s) does not owe the municipality, or any other municipality and/or municipal entity any amount which is in arrears in respect of any municipal rates and taxes or municipal service charges.
2. I understand and accept that in the event that this declaration is proved to be false, the bid shall be rejected forthwith. All other rights of the municipality (including but not limited to the right to claim damages where applicable) shall remain reserved in full.

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

UTILITY ACCOUNT NUMBER	NAME OF MUNICIPALITY	NAME OF OWNER

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ATTACH AN ORIGINAL OR A COPY OF A MUNICIPAL UTILITY ACCOUNT (NOT OLDER THAN THREE (3) MONTHS)

Important: Note the following

- List and attach account(s) registered all in the name(s) of the Director(s) or the Company on the declaration form attached hereto; or
- Attach a copy lease agreement along with the utility account of the Landlord, whereby the company is leasing the property its operating from.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM H: PREFERENCE SCHEDULE (MBD 6.1)

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

Where

Ps = Points scored for price of bid under consideration
Pt = Price of bid under consideration
Pmin = Price of lowest acceptable bid

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

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

Tenderer	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor. =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>
Black people with disabilities	<input type="checkbox"/>	<input type="checkbox"/>
Black people living in rural or underdeveloped areas or townships	<input type="checkbox"/>	<input type="checkbox"/>
Cooperative owned by black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are military veterans	<input type="checkbox"/>	<input type="checkbox"/>
OR		
Any EME	<input type="checkbox"/>	<input type="checkbox"/>
Any QSE	<input type="checkbox"/>	<input type="checkbox"/>

--

Tenderer

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Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
☐ One person business/sole propriety
☐ Close corporation
☐ Company
☐ (Pty) Limited
[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

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

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

(a) disqualify the person from the bidding process;

.....
Tenderer

.....
Witness 1

.....
Witness 2

.....
Employer

.....
Witness 1

.....
Witness 2

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

<p>WITNESSES</p> <p>1.</p> <p>2.</p>	<p style="text-align: center;">..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>
--	---

Tenderer	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**ATTACH AN ORIGINAL OR A COPY OF B-BBEE STATUS VERIFICATION
CERTIFICATE**

NOTE THE FOLLOWING IN RESPECT OF B-BBEE CERTIFICATES:

1. Certificates attached hereto should be those issued by approved verification agencies as directed by the National Treasury and the DTI (Department of Trade and Industry)
2. Verification agencies should be approved by SANAS and Accounting Officers and Auditors should be approved in terms of the IRBA (Independent Regulatory Body for Auditors), and as prescribed by the Close Corporations Act for designation as an Accounting Officer
3. Certified copies of the B-BBEE certificate or sworn affidavit should be within the financial year of the issued bid or quotation.

Further information in respect of the above is obtainable from the National treasury and DTI websites and the Preferential Procurement Regulations, 2017

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM I: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

MBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

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

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation.
2. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO.	Description of Services, Work or Goods	Quantity	Stipulated Minimum Thresholds
1	4X4 medium pumper fire engines for Thembisile Hani and Dr JS Moroka fire stations	02	30%
	Crew cabin	02	100%
	Super structure	02	100%

3. Does any portion of the goods or services offered have any imported content?
(Tick applicable box)

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

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.
The relevant rates of exchange information is accessible on www.reservebank.co.za
Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)
IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):
.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/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
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(C20) Total tender value

(C21) Total
Exempt imported
content

(C22) Total
Tender value net
of exempt
imported content

(C23) Total
Imported content

(C24) Total local
content

(C25) Average
local content % of
tender

Signature of tenderer from
Annex B

Date:

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ANNEXTURE D

Imported Content Declaration - Supporting Schedule to Annex C

(D1)	Tender No.		Note: VAT to be excluded from all calculations				
(D2)	Tender description:						
(D3)	Designated Products:						
(D4)	Tender Authority:						
(D5)	Tendering Entity name:						
(D6)	Tender Exchange Rate:	Pula		EU	R 9.00	GBP	R 12.00

A. Exempted imported content

Calculation of imported content

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)

Summary

Tender Qty	Exempted imported value
(D17)	(D18)
(D19) Total exempt imported value	

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

Calculation of imported content

Summary

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)

Tender Qty	Total imported value
(D30)	(D31)
(D32)Total imported value by tenderer	

C. Imported by a 3rd party and supplied to the Tenderer

Calculation of imported content									
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)

Summary	
Quantity imported	Total imported value
(D43)	(D44)
(D45) Total imported value by 3rd party	

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**D. Other foreign
currency
payments**

**Calculation of foreign
currency payments**

Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange
(D46)	(D47)	(D48)	(D49)	(D50)

Signature of tenderer from
Annex B

Date: _____

Summary of payments

**Local value of
payments**

(D51)

(D52) Total of foreign currency
payments declared by tenderer and/or
3rd party

(D53) Total of imported content &
foreign currency payments - (D32),
(D45) & (D52) above

This total must correspond with Annex C - C 23

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SATS
1286.2011

Annexure E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)		Description of items purchased	Local suppliers	Value
		(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)				

(E10)	Manpower costs	(Tenderer's manpower cost)	
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)	
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)	

(E13) Total local content

This total must correspond with Annex C - C24

Tenderer	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Signature of tenderer from
Annex B

Date: _____

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM J: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

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

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

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

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

--

Tenderer

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Witness 1

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Witness 2

--

Employer

--

Witness 1

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Witness 2

FORM K: DECLARATION OF TENDERER'S LITIGATION HISTORY

Does the tenderer have any litigation with which tenderer (including its directors, shareholders or other senior members in previous companies) have been involved with any organ of state or state department within the last ten years?

YES

NO

If yes, furnish your details in table below.

NB: It is compulsory for all bidders to sign this form

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

CLIENT	OTHER LITIGATING PARTY	DISPUTE	AWARD VALUE	DATE RESOLVED

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM L: MANUFACTURER IMPORTER AND BUILDER CERTIFICATE (MIB)

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM M: ATTACH SERVICE MAINTENANCE PLAN AND VEHICLE DRAWINGS

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion of payment from the municipality / /municipal entity is expected to be transferred out of the Republic?

YES / NO

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM O: ATTACH PROOF OF WARRANTY ON WORKMANSHIP

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

RETURNABLES FOR EVALUATION PURPOSES

Tenderer

Witness 1

Witness 2

Employer

Witness 1

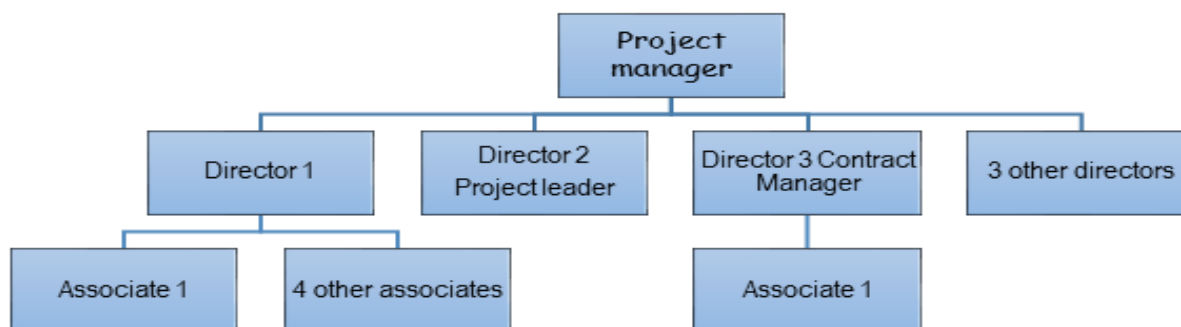
Witness 2

FORM P: TENDERER'S PROJECT STRUCTURE

Notes to tenderer:

1. The intention of this form is to demonstrate the tenderer's project structure, as well as the lines of responsibility between members of the project team and between the project team and the overall company structure. The tenderer must attach his own organogram to this form.
2. Tenderers which are large companies may simplify the organogram by 'rolling up' portfolios e.g. combining directors/associates into one box of the organogram. However, the individual positions of the key personnel within the structure must still be shown.
3. Joint Venture tenders will require each element of the venture to submit separate organograms that show the individual structure of each member company and the lines of responsibility of the proposed personnel involved in the project. In addition there must also be a combined organogram that indicates how the joint venture itself will function and the proposed share of the work. Joint Venture tenderers shall note that the share of work indicated will be used in the analysis of such a tenderers preference proposed on returnable form D1, and that if awarded the share of work shall become a contractual obligation between the members of the joint venture.
4. State the city or town where the company's head office is located. The locality of regional or satellite office, regardless of degree of autonomy or size is not required. Only submit the number of offices other than the head office. Do not count offices outside RSA
5. Registered professional engineers, technicians or technologists' means those who are involved in the built industry as well as allied fields such as environmental professionals. Registered professionals of other disciplines (e.g. mechanical) are considered as employees only.

Head Office:	
Other Offices:	
Registered Professionals:	
Total Employees :	
%share in JV agreement	



SIGNED ON BEHALF OF THE TENDERER:.....

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM Q: PROPOSED KEY PERSONNEL

The Tenderer shall list below the key personnel whom he proposes to employ on the project should his Tender be accepted,

No	Name	Qualification	Designation for the project tendered for

Provide two paged CV of Each key Personnel to be used in this project.
Each CV should give at least the following:

- Position in the firm and within the organisation of this assignment
- PDI Status (describing population group, gender and disabilities)
- Proof of Educational qualifications
- Proof of Professional Registrations
- Relevant experience (actual duties performed, involvement and responsibility), including locations, dates and durations of assignments, starting with the latest.
- Language proficiency and
- References (company name, individual name, position held, contact details)

(Affix the CV's and Attachments in a form of a booklet to the following Page.)

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ATTACH CV'S OF KEY PERSONNEL TO THIS PAGE

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.3.11.6	<p>Evaluation Criteria</p> <p>The Firm's tender responsiveness in relation to points is therefore summarized as follows:</p> <table> <tr> <td>Company documents</td><td>40</td></tr> <tr> <td>Experience of Firm</td><td>20</td></tr> <tr> <td>Sub-Total</td><td>60</td></tr> </table>	Company documents	40	Experience of Firm	20	Sub-Total	60
Company documents	40						
Experience of Firm	20						
Sub-Total	60						

A firm must obtain a minimum of 40 points out of the 60 points above to be considered for price and BBB-EE evaluation.

Company Documents (Maximum points obtainable 40)

Evaluation Criteria	Minimum Required	Elimination Factor	Maximum Points obtainable	Points Claimed
Company registration MIB registered entity	Attach MIB certificate	Yes	20	
Warranty	03 years proof of warranty on vehicle workmanship	Yes	10	
Service maintenance plan	Attach 03 years maintenance service plan	Yes	10	
Sub-total			40	

COMPANY DOCUMENTS		
PERSONNEL	TOTAL	SCORES
Company documents	40	
TOTAL		40

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

EXPERIENCE OF FIRM (Maximum Points obtainable 20)

Note: Company's previous completed projects

It must be noted that the experience of the firm carries a maximum of **20 points**. If proof of appointment letters or purchase order and delivery note is not provided, then the bidder shall score a zero (0) in this category

Evaluation Criteria	Evaluation Criteria	Elimination Factor	Points obtainable	Points Claimed
Company experience in related projects completed	1-2 projects	No	10	
	3-5 Projects	No	15	
	6 - 10 Projects	No	20	
Subtotal			20	
Total			20	

TOTAL SCORE: _____/60

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM R: SCHEDULE OF PREVIOUS EXPERIENCE

The procedure for the evaluation of responsive Bids will be on the average of the **previous projects** where the firm was involved. Reference of clients **MUST** be provided.

Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following:

- Experience in the relevant technical field
- Experience of contracts of similar size
- At least three of the references will be contacted to obtain their input.

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work. **This information is material to the award of the Contract.**

Description	Value (R) VAT excluded	Period work executed		Reference		
		Appointment Date	Completion Date	Name	Organisation	Tel no

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM S: SCHEDULE OF CURRENT PROJECTS

Provide the following information on current projects

This information is material to the award of the Contract.

Description	Value (R) VAT excluded	Appointment Date	Expected Completion Date	Reference		
				Name	Organisation	Tel no

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM T: SCHEDULE OF INFRASTRUCTURE AND RESOURCES

Provide information on the following:

Infrastructure and resources available for this project:

1. Physical facilities and Buildings.

Description	Address	Owned / leased

2. Equipment

Provide information on equipment and resources that you have available for this project.

(Include list of equipment relevant to the project and that will align to the evaluation criteria)

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3. Vehicles

Provide information on vehicles that you have available for this project.

Description:	Number of units	Registration Number

5. Size of enterprise and current workload

What was your turnover in the previous financial year? -----

What is the estimated turnover for your current financial year? -----

Tenderer	Witness 1	Witness 2	Employer	Witness 1	Witness 2

FORM U: SCHEDULE OF PROPOSED SUB-CONTRACTORS

Are / Do you have sub-contractors?

YES

NO

If yes, complete the below

NAME OF SUB-CONTRACTOR	FULL DESCRIPTION OF WORK TO BE PERFORMED BY SUB-CONTRACTOR

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM V: RECORD OF ADDENDA TO TENDER DOCUMENTS

Was there an addendum issued?

YES

NO

If yes, fill or attached the communication that you received.

We confirm that the following communication received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title of Details

An addendum is any communication issued by Nkangala District Municipality after the briefing session

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

NKANGALA DISTRICT MUNICIPALITY



SUPPLY, REGISTER AND DELIVERY OF 4x4 MEDIUM PUMPER FIRE ENGINE FOR THEMBISILE HANI AND DR JS MOROKA FIRE STATIONS

PROJECT NO: 54168 & 52410

THE CONTRACT

THE CONTRACT

Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data

Part C2: Pricing Data

- C2.1 Pricing Instructions
- C2.2 Bill of quantities

Part C3: Scope of Work

- C3 Scope of Work

Part C4 : Additional Relevant Documents

- C4.1 Supply Chain Management Policy

NKANGALA DISTRICT MUNICIPALITY



SUPPLY, REGISTER AND DELIVERY OF 4x4 MEDIUM PUMPER FIRE ENGINE FOR THEMBISILE HANI AND DR JS MOROKA FIRE STATIONS

PROJECT NO: 54168 & 52410

AGREEMENTS AND CONTRACT DATA

Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data

FORM C.1.1

FORM OF OFFER AND ACCEPTANCE

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

SUPPLY, REGISTER AND DELIVERY OF 4x4 MEDIUM PUMPER FIRE ENGINE FOR DR JS MOROKA FIRE STATIONS PROJECT NO: 54168

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

THE SUB-TOTAL OF THE PRICES EXCLUSIVE OF VALUE ADDED TAX IS

.....

..... Rand (in words); R (In figures).

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

.....

..... Rand (in words); R (In figures).

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer _____

(Name and address of organisation)

Name & Signature

Of Witness

Name

Date

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in:

Part 1 Agreements and Contract Data (which includes this Agreement)

Part 2 Pricing Data

Part 3 Scope of Work

Part 4 Additional Documentation

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at or just after the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer _____

(Name and address of organisation)

Name & Signature

Of Witness _____

Name

Date

SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract, shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

5 Subject

Details

6 Subject

Details

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the Offer agreed by the Tenderer and the Employer during this process of Offer and Acceptance. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE TENDERER:

Signatures (s) _____

Name(s) _____

Capacity _____

(Name and address of Organisation)

Name & Signature
Of Witness _____ Date _____

FOR THE EMPLOYER

Signatures (s) _____

Name(s) _____

Capacity _____

(Name and address of Organisation)

Name & Signature
Of Witness _____ Date _____

FORM C.1.1

FORM OF OFFER AND ACCEPTANCE

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

SUPPLY, REGISTER AND DELIVERY OF 4x4 MEDIUM PUMPER FIRE ENGINE FOR THEMBISILE HANI FIRE STATIONS PROJECT NO: 52410

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

THE SUB-TOTAL OF THE PRICES EXCLUSIVE OF VALUE ADDED TAX IS

.....

..... Rand (in words); R (In figures).

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

.....

..... Rand (in words); R (In figures).

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer _____

(Name and address of organisation)

Name & Signature

Of Witness

Name

Date

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in:

Part 1 Agreements and Contract Data (which includes this Agreement)

Part 2 Pricing Data

Part 3 Scope of Work

Part 4 Additional Documentation

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at or just after the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer _____

(Name and address of organisation)

Name & Signature

Of Witness _____

Name

Date

SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract, shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

5 Subject

Details

6 Subject

Details

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the Offer agreed by the Tenderer and the Employer during this process of Offer and Acceptance. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE TENDERER:

Signatures (s) _____

Name(s) _____

Capacity _____

(Name and address of Organisation)

Name & Signature
Of Witness _____ Date _____

FOR THE EMPLOYER

Signatures (s) _____

Name(s) _____

Capacity _____

(Name and address of Organisation)

Name & Signature
Of Witness _____ Date _____

CONTRACT DATA

DATA PROVIDED BY THE EMPLOYER

	Data
1	<p>The Name of the Employer is Nkangala District Municipality</p> <p>The address of the Employer is: 2A Walter Sisulu Street MIDDELBURG 1050</p> <p>P O Box 437 Middelburg 1050</p> <p>Telephone: 013 249 2000 Facsimile: 013 249 2145</p>
2	The Project is for Supply, Register and delivery of 4x4 medium pumper fire engines for Thembisile Hani and Dr JS Moroka Fire stations
3	The Period of Performance is as per letter of appointment
4	The Service Provider may not release public or media statements or publish material related to the Services or Project without the written approval of the Employer.
5	The Service provision shall be completed within 08 months after appointment letter
6	The Service Provider shall provide a Manufacturer Importer and Builder Certificate (MIB)
7	The client shall not be responsible for any overtime worked or overtime payments made to the personnel of the Service Provider.
8	Copyright of document prepared for the project shall be vested with the Nkangala District Municipality
9	Settlement of dispute is to be in terms of the Supply Chain Management Policy of the Nkangala District Municipality, not excluding the provisions provided for in terms of rules / laws governing dispute resolution and employing services of the courts to remedy any dispute that may arise.
10	Service Providers will be paid in accordance with the Nkangala District Supply Chain Management Policy.

PART 1: DATA PROVIDED BY THE SERVICE PROVIDER

1.	<p>The Service Provider is</p> <p>Address:</p> <p>Telephone:</p> <p>Facsimile:</p>
2	<p>The authorised and designated representative of the Service Provider is:</p> <p>Name:</p> <p>The address for receipt of communications is:</p> <p>Telephone:</p> <p>Facsimile:</p> <p>Address:</p>

C.2.1 PRICING INSTRUCTIONS

1. All activities must be invoiced on a monthly basis, based on the completion of the activity but not exceeding the allocated budget that has been priced for that activity.
2. Payment will be based on the completion of activities provided that reasonable progress towards the completion of the activity within the estimated budget is demonstrated.
3. The total price for the activities shall not be exceeded without the prior written approval and agreement of the Client.
4. The Schedule of Activities and the Bills of Quantities comprises items covering the service provider's profit and costs of general liabilities and includes costs of all services.
5. **All rates and amounts must be completed by hand in black Ink.**
6. The schedule items covering the service provider's profit or general liabilities and the construction of temporary and permanent risk.
7. Although the tenderer is at liberty to insert a rate at his own choice for each item in the schedule, his attention is drawn to the fact that the employer has the right, under various circumstances, to payment for additional work carried out and that the engineer is obliged to base his assessment and the payment to be paid for such additional work on the rates inserted in the schedule by the tenderer.
8. The prices and rates to be inserted in the schedule of quantities are to be the full inclusive prices to be the employer for the work described under several items. The prices shall be exclusive of Value Added Tax (VAT). Such prices shall cover all costs and expenses that may be required in and for the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the document on which the tender is based.
9. In the event of the tenderer failing to price any item it will be construed that the tenderer has made adequate allowance under other items for all labour, material and costs required, for the exclusion, not only for the quantum of work covered by the unpriced item, but also for any increase in the said quantum which may have to be undertaken during the course of the contract.
10. For the purposes of this Schedule of Activities and Bills of Quantities, the following words shall have the meanings hereby assigned to them:
 - Unit: The unit of measurement for each item of Service provided as defined in the Standardized, Project or Particular Specifications.
 - Quantity (Qty): The number of units of work/service provision for each item.
 - Rate: The payment per unit of work/provision of services at which the Tenderer Tenders to do the work.
 - Amount: The quantity of an item multiplied by the Tendered rate of the (same) item.
 - Sum: An amount Tendered for an item, the extent of which is described in the schedule of activities, the scope of works or elsewhere, but of which the quantity of work is not measured in units.

C 2.2. BILL OF QUANTITIES
SUPPLY, REGISTER AND DELIVERY OF 4x4 MEDIUM PUMPER FIRE
ENGINE FOR DR JS MOROKA FIRE STATIONS
PROJECT 154168

Item	Description	QTY	Unit Price	Total Price
1.	Supply, Register and delivery of 4x4 medium pumper fire engines for Dr JS Moroka Fire stations Project 154168	01		
2.	03 year service maintenance plan	01		
3.	Registration and delivery of the vehicle	01		
	SUBTOTAL			
	VAT@15%			
	TOTAL			
TOTAL AMOUNT TO BE FORWARDED TO FORM C 1.1 (FORM OF OFFER)				
The following mounted equipment's must come with the Vehicle AND Included in the vehicle price				
1.	Suction strainer	1		
2.	Suction wrenches	2		
3.	Hard suction hose 3m	2		
4.	Collecting head	1		
5.	Two section extension NFPA ladder - 7.3m	1		
6.	Roof/Hook NFPA Ladder	1		
7.	Complete SCBA sets c/w composite cylinder	4		
8.	Spare Composite SCBA cylinders	4		
9.	Pistol Grip Nozzles	4		
10.	Dividing Breeching	1		
11.	Collecting Breeching	1		
12.	45mm x 30m Rubber Firefighting hoses c/w BIC couplings	10		
13.	Hydrant Standpipe c/w key and bar	2		
14.	Multi-Purpose Hydrant Key	1		
15.	65mm hose ramp set	1		
16.	Low Expansion Foam Nozzle c/w inductor and tube	1		

17.	Medium Expansion Foam Nozzle c/w inductor and tube	1
18.	Toolbox c/w tools	1
19.	Felling Axe	1
20.	Hooligan Tool	1
21.	Pry Axe	1
22.	450mm Bolt Cutter	1
23.	900mm Bolt Cutter	1
24.	Large crowbar	1
25.	Small crowbar	1
26.	Spade	2
27.	Garden Fork	2
28.	9kg DCP Extinguisher	1
29.	CO ² Extinguisher	1
30.	Road Cones	20
31.	Step Chocks set	1
32.	Carborandum Cutter with Fire and Rescue Blade	1
33.	Chain Saw	2
34.	Hydraulic motor	1
35.	Hydraulic cutter	1
36.	Hydraulic spreader	1
37.	Ram	1
38.	Hydraulic hose 15m	2
39.	Chain package	1

TOTAL AMOUNT TO BE FORWARDED TO FORM C 1.1 (FORM OF OFFER)

C 2.2. BILL OF QUANTITIES
SUPPLY, REGISTER AND DELIVERY OF 4x4 MEDIUM PUMPER FIRE
ENGINE FOR DR JS MOROKA FIRE STATIONS
PROJECT 52410

Item	Description	QTY	Unit Price	Total Price
1.	Supply, Register and delivery of 4x4 medium pumper fire engines for Thembisile Hani Fire stations Project 52410	01		
2.	03 year service maintenance plan	01		
3.	Registration and delivery of the vehicle	01		
	SUBTOTAL			
	VAT@15%			
	TOTAL			
TOTAL AMOUNT TO BE FORWARDED TO FORM C 1.1 (FORM OF OFFER)				
The following mounted equipment's must come with the Vehicle AND Included in the vehicle price				
1.	Suction strainer	1		
2.	Suction wrenches	2		
3.	Hard suction hose 3m	2		
4.	Collecting head	1		
5.	Two section extension NFPA ladder - 7.3m	1		
6.	Roof/Hook NFPA Ladder	1		
7.	Complete SCBA sets c/w composite cylinder	4		
8.	Spare Composite SCBA cylinders	4		
9.	Pistol Grip Nozzles	4		
10.	Dividing Breeching	1		
11.	Collecting Breeching	1		
12.	45mm x 30m Rubber Firefighting hoses c/w BIC couplings	10		
13.	Hydrant Standpipe c/w key and bar	2		
14.	Multi-Purpose Hydrant Key	1		
15.	65mm hose ramp set	1		
16.	Low Expansion Foam Nozzle c/w inductor and tube	1		

17.	Medium Expansion Foam Nozzle c/w inductor and tube	1
18.	Toolbox c/w tools	1
19.	Felling Axe	1
20.	Hooligan Tool	1
21.	Pry Axe	1
22.	450mm Bolt Cutter	1
23.	900mm Bolt Cutter	1
24.	Large crowbar	1
25.	Small crowbar	1
26.	Spade	2
27.	Garden Fork	2
28.	9kg DCP Extinguisher	1
29.	CO ² Extinguisher	1
30.	Road Cones	20
31.	Step Chocks set	1
32.	Carborandum Cutter with Fire and Rescue Blade	1
33.	Chain Saw	2
34.	Hydraulic motor	1
35.	Hydraulic cutter	1
36.	Hydraulic spreader	1
37.	Ram	1
38.	Hydraulic hose 15m	2
39.	Chain package	1

TOTAL AMOUNT TO BE FORWARDED TO FORM C 1.1 (FORM OF OFFER)

NKANGALA DISTRICT MUNICIPALITY



SUPPLY, REGISTER AND DELIVERY OF 4x4 MEDIUM PUMPER FIRE ENGINE FOR THEMBISILE HANI AND DR JS MOROKA FIRE STATIONS

PROJECT NO: 54168 & 52410

SCOPE OF WORK

Part C3: Scope of Work

C3 Scope of Work

NKANGALA DISTRICT MUNICIPALITY



SUPPLY, REGISTER AND DELIVERY OF 4x4 MEDIUM PUMPER FIRE ENGINE FOR THEMBISILE HANI AND DR JS MOROKA FIRE STATIONS

PROJECT NO: 54168 & 52410

4x4 medium pumper Fire Engines X2

1. BACKGROUND

Nkangala district municipality fire & rescue service supply, register and delivery of 4x4 medium pumper with rear mount pump is required for use at Thembisile Hani fire and Dr JS Moroka fire station on daily activities. This forms part of the responsibilities of the Nkangala district municipality.

2. SCOPE OF WORKS

Fully equipped emergency fire Engine

- 4x4 medium pumper with rear mount pump
- The pump delivery shall be at least 3000 l/min
- Water tank that carries 3000 litres
- Foam tanks carries 300 litres
- Mounted firefighting equipment for the fire engine

3. EQUIPMENT AND ACCESSORIES:

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

STATUTORY REQUIREMENTS

The vehicle on offer will meet the following statutory requirements:

South African National Road Traffic Act

EN codes where applicable

NFPA codes where applicable

LOCKER COMPARTMENTS

The fire fighting superstructure shall be fitted with seven (7) body compartments and the layout shall be as follows:

- One compartment behind the crew cab and in front of rear wheels with full height roller shutter doors, one on either side of the unit.
- One smaller compartment above the wheels the rear wheels with full height roller shutter doors, one on either side of the vehicle.
- One compartment behind the wheels with full height roller shutter doors, one on either side of the unit.
- One compartment at the rear of the unit will house the rear mounted pump.

All compartments, except the rear, shall be equipped with at least one adjustable shelf that can hold a load of 45 kg. In addition to this at least two side compartments shall also be fitted with a bottom slide out tray to allow easy access to the equipment. The area over the wheel arch shall be a fold down step for easy access. Access handrails shall be provided at all positions where steps or ladders for climbing are located. Any enclosed

external compartment shall be weather resistant, well ventilated and have provision for drainage of moisture. An aluminum drip rail shall be fitted above each compartment opening.

The interior of each compartment shall be illuminated for night work. Each compartment shall be provided with LED strip illumination. The positioning of the lighting shall ensure maximum light distribution within the compartment, and be protected to prevent damage. Users must be able to switch the compartment lights on manually in the cab.

ROLLER SHUTTER COMPARTMENT DOORS

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

The compartment doors shall be fitted so that the entire door fits flush against the apparatus body sides. The roller shutter doors shall be fully enclosed within structural members and shall not obstruct the clear door opening. Colour of the rollers doors must be black with yellow strip and red stripes

WATER AND FOAM TANK

A booster tank with a capacity of 3000 litres shall be installed on the vehicle. An additional 300-liter Class B foam tank shall be provided. The foam and water tank shall be an integral unit.

The booster tank must be designed to be completely independent of the body and compartments. The booster tank shall be manufactured of GRP and must be mounted along the length of the vehicle in the centre along the chassis rail on suitable flexible mountings. Due to high corrosive water steel or stainless steel tanks are not acceptable. The position of the tank will ensure the lowest possible centre of gravity. It shall also be removable without dismounting the fire body.

The tank shall be baffled to minimize water surge during travel and enhance road handling stability and be provided with fixed baffling complete with breathable lid.

An overflow pipe terminating behind the rear wheels of the vehicle and below chassis height shall be provided.

The tank shall have at least a 25mm drain plug at the lowest point of the tank.

TANK LEVEL GAUGES

Electronic tank level gauges must form part of the electronic vehicle and pump management system specified in point 16

REAR MOUNTED FIRE FIGHTING PUMP

The vehicle shall be fitted with a multi stage centrifugal pump with simultaneous normal and high pressure capability and around the pump foam proportioning system of 1, 3 and 6 %.

The output of the fire pump shall be as follows:

NORMAL PRESSURE:	3000 lpm at 10 bar and at 3 m geod. Suction height
HIGH PRESSURE:	400 lpm at 40 bar

The pump shall be securely mounted at the rear-side of the appliance and be driven from the engine chassis via a PTO (Power Take Off) and balanced propeller shaft.

The pump shall have one (1) suction inlet fitted with a blank cap secured with a chain to the pump. The pump shall also have four (4) 65mm discharges fitted with 65mm female British Instantaneous Couplings (BIC). Blank caps shall also be fitted to the discharges. The pump shall also have two (2) high pressure discharges for the Hose Reels. An additional line to a deck monitor shall be provided.

PUMP AND VEHICLE MANAGEMENT SYSTEM

An electronic vehicle management system shall be fitted and the rear touch screen shall replace the pump control. The electronic touch screen panel shall be recessed in the rear of the body and be IP67 compliant.

Pump controls

- Hose Reels open/close
- Water tank levels
- Foam tank levels
- Electronic revolution control
- Instant idle

Advanced Pump Warning System

- Pump service pre-warning service
- Pump service overdue warning service

Advanced Battery Warning System

- Battery advanced warning system
- Automatic cut off of emergency or vehicle lighting when battery voltage critical (if chosen)

Vehicle emergency lighting controls

- Light mast
- Scene lights
- Deck lights
- Ground lights
- Rotators
- Emergency LED flashers
- Locker lights
- Engine compartment lights
- Pump compartment lights

A second electronic control panel shall be fitted in the cabin and the touch screen shall have the following additional features.

- Door open warning
- Locker open warning
- Light mast extended warning
- Hydraulic ladder gantry warning
- Tank levels
- Reverse camera

FIRST AID HIGH PRESSURE HOSE REELS

Two standard 30m x 25mm internal diameter non-collapsible high pressure electric rewind high pressure hose reels shall be supplied and mounted in the rear compartments one each side of the truck. A back-up manual rewind shall be fitted. Each hose shall be fitted with an adjustable High Pressure jet/spray branch pipe with foam attachment.

PLUMBING

All rigid piping shall be designed to not cause any obstruction and limit friction and pressure loss to a minimum. The successful tenderer shall ensure that all piping is high grade stainless steel. A plumbing layout drawing must be provided upon the first production meeting for approval by the client.

TANK FILL FROM HYDRANT

A 65mm ball valve operated connection must be furnished to fill the tank from a hydrant. The connection must have a male 65mm BIC coupling and blank cap

EMERGENCY LIGHTING

The apparatus shall have the following emergency lighting equipment

LIGHT BAR

One (1) LED emergency light bar mounted on chassis cab roof. The light bar must be red with 4 X 6 LED D-Fuser corner light heads and 4 X 3 LED forward facing light heads and have a 1 x 100W Integrated Speaker

HYDRAULIC LADDER RACK

A hydraulically operated aluminum ladder rack shall be installed on the offside of the apparatus. This shall permit storage of the ladders above the hose bed, allowing for high side compartments and for easy removal of the ladders at ground level.

An interlock shall be provided that prevents operation of the ladder rack unless the parking brake is set. With vertical or horizontally hinged doors, interlocks shall be installed to prevent raising or lowering of the rack while the high side compartment doors are open.

The centre mount rack shall utilize an air cylinder to lock the rack in the nested position.

The ladder rack shall be controlled from the side pump panel area on the same side as the rack. The outward side of the ladder rack, when in the travel position, shall have a white reflective stripe for increased visibility.

The hydraulic cylinder's area of the hydraulic ladder rack shall be covered with an aluminum diamond plate door. – to be finished same color as roller doors

SIGNS AND LABELS

All labels shall be in English.

A vehicle data plate shall be fixed in the door of the vehicle.

A pump data plate shall be fixed in the pump compartment.

Instruction plates shall be fitted at all points of note on the superstructure.

Tyre pressure labels shall be placed above all wheels indicating advised tyre pressure.

ACCESSORIES

One (1) each of the following accessories shall be supplied.

- Vehicle hydraulic jack with handle
- Wheel wrench
- Pair of reflective triangles
- Tool roll

PAINTING

The exterior faces of the front and rear wheels are standard chassis color. The apparatus is painted fire engine red. RAL 3000 The following coats of paint will be applied:

Two coats of primer

One coat of universal primer

Two layers of final coat

FIRE FIGHTING EQUIPMENT MOUNTED IN THE VEHICLE

The following Fire Fighting small equipment shall be supplied with **each** vehicle and shall be securely mounted in the locker compartments and ladder rack. All equipment offered on the tender shall be indicated separately in the tender price.

Small mounted accessories	Quantity
Suction strainer	1
Suction wrenches	2
Hard suction hose 3m	2
Collecting head	1
Two section extension NFPA ladder - 7.3m	1
Roof/Hook NFPA Ladder	1
Complete SCBA sets c/w composite cylinder	4
Spare Composite SCBA cylinders	4
Pistol Grip Nozzles	4
Dividing Breeching	1
Collecting Breeching	1
45mm x 30m Rubber Firefighting hoses c/w BIC couplings	10
Hydrant Standpipe c/w key and bar	2
Multi-Purpose Hydrant Key	1
65mm hose ramp set	1
Low Expansion Foam Nozzle c/w inductor and tube	1
Medium Expansion Foam Nozzle c/w inductor and tube	1
Toolbox c/w tools	1
Felling Axe	1
Hooligan Tool	1
Pry Axe	1
450mm Bolt Cutter	1
900mm Bolt Cutter	1
Large crowbar	1
Small crowbar	1
Spade	2
Garden Fork	2
9kg DCP Extinguisher	1
CO ² Extinguisher	1
Road Cones	20
Step Chocks set	1
Carborandum Cutter with Fire and Rescue Blade	1
Chain Saw	2
Hydraulic motor	1
Hydraulic cutter	1
Hydraulic spreader	1
Ram	1
Hydraulic hose 15m	2
Chain package	1

HYDRAULIC RESCUE EQUIPMENT

The hydraulic rescue equipment shall be NFPA 1936 compliant and be UL classified. The manufacturer shall be ISO 9001: 2008 Registered. Equipment should have an extended warranties. Training should be done during the delivery or at the convenient time. For safety the hydraulic rescue tool system shall operate with a minimum 689 bar and a maximum 724bar and shall utilize the mineral based oil. All hydraulic equipments should have a life cycle of 5 years

The following Tools are required:

HYDRAULIC POWER UNIT

The pump shall be fitted with a function that will double the speed of one tool when the option is selected. The unit shall be designed to facilitate two-tool simultaneous operation. The motor shall have a roll cage that encloses the motor and give adequate protection. The unit shall have a 6.5HP motor with a spark arrestor muffler as standard. The unit shall be fitted with an hour meter. It should have a max. Operating Pressure of 724 bar

HOSES

The rescue tool system shall be equipped with 2 sets of hoses. The hoses shall be a minimum of 20m long. Each quick-coupler shall be equipped with dust covers to protect couplers from contamination. Hoses shall be color coded for ease of identification. Hoses shall be banded with a quality banding. Hoses shall successfully pass testing by a third party as required by NFPA 1936 Standard on Powered Rescue Tool Systems,

HYDRAULIC CUTTER

The cutter shall have a blade opening of 196mm and be specially designed for new car technology. The tool shall not weigh more than 23kg. The aluminium used in the construction of the Cutter shall have an anodized finish. The cutter shall have a maximum cutting force of 1 424 kN
Cutter shall have high strength tool steel heat-treated blades. Blades shall have a hook design and shall be re-grindable. The control valve shall be a variable speed dead-man control for safety. The Cutter shall be a one-man operated tool compliant with NFPA 1936 Standard on Powered Rescue Tools.

HYDRAULIC SPREADER

The Spreader shall have a spread distance of at least 600mm at the tips. The tool shall not weigh more than 19kg. Aluminium used in the construction of the Spreader body shall have an anodized finish. Spreader arms shall be aluminium. The spreader shall have a spread force of 286kN and a pull force of 130kN.
The spreader shall have automotive/grabber-jaw tips that will perform all spreading and crushing techniques commonly used in extrication without the need to change tips. Tips shall be constructed of hardened tool steel, and shall not be field removable. Each spreader arm shall have a hole for attaching pulling attachments. The spreader control shall be a twist/star type handle for easy operation in any position. The Spreader shall be a one-man operated tool. The spreader shall incorporate a dual safety check valve for no load drop and an automatic Safety Relief Device to prevent over pressurization. The spreader shall be compliant with NFPA 1936 Standard on Powered Rescue Tools.

PUSH PULL RAM

The Ram shall have a minimum extended length of 831mm and a maximum closed length of 426mm
The ram shall have a minimum first stage push force of 229kN and a minimum 2nd stage push force of 82kN
The ram shall have a maximum deployment weight of 18kg. The ram shall have penetrating teeth on both Ram tip and base for increased safety during displacement of various structures. The ram control shall be a twist type handle for easy operation. Control handle shall run parallel with Ram cylinder creating a sleek, compact and easy to use tool. The control valve shall be a variable speed dead-man control for safety. The Ram shall be a one-man operated tool. The ram shall incorporate an Automatic Safety Relief Device to prevent overpressurization. The ram shall be compliant with NFPA 1936 *Standard on Powered Rescue Tools*.

BULLBAR

A heavy-duty black powder coated bull bar that will not interfere with cab tilt will be fitted to the front of the vehicle. Provision is made the fitment of winch on the bull bar.

WINCH

A Come-Up Industries DV-12 winch will be fitted to the Bull Bar / Brush Guard.

TRAINING

Training consists of the following aspects:

- Driver and operator training
- Fire fighter safety
- Operating instructions of Vehicle, Components and Equipment
- Water and Foam supply systems
- Pump operations and techniques
- Basic Vehicle Care and Preventative Maintenance
- Basic Vehicle extrication techniques

TIME FRAMES & DELIVERY

4x4 medium pumper with rear mount pump delivered within eight (08) months from receipt of appointment letter however the service provider should indicate his/own schedule.