

MUNISIPALITEIT DAWID KRUIPER MUNICIPALITY



BID

SUPPLY AND DELIVERY OF A 4X4 RAPID INTERVENTION VEHICLE

DIRECTORATE ELECTRO-MECHANICAL ENGINEERING SERVICES

PRIVATE BAG X6003

UPINGTON

8800

NOTICE : TN051/2017

Bidders name : _____

Bid Price : R _____

DAWID KRUIPER MUNICIPALITY

**SUPPLY AND DELIVERY OF A 4X4 RAPID INTERVENTION
VEHICLE**

	CONTENTS	PAGE
A	General Conditions of Bid	3 - 17
B	Specifications	18 – 20
C	Form of Quotation	21
D	Summary of items and quoted prices	22
E	Forms	23 – 40
F	Annexures	41

DAWID KRUIPER MUNICIPALITY

Republic of South Africa



DAWID KRUIPER MUNICIPALITY PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

SUPPLY AND DELIVERY OF A 4X4 RAPID INTERVENTION VEHICLE

DAWID KRUIPER MUNICIPALITY**SECTION "A"****GENERAL CONDITIONS OF QUOTATION****TABLE OF CLAUSES**

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

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**Dawid Kruiper: Republic of South Africa****General Conditions of Contract****1. Definitions**

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**Dawid Kruiper: Republic of South Africa**

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**SUPPLY AND DELIVERY OF A 4X4 RAPID INTERVENTION VEHICLE**

Dawid Kruiper: Republic of South Africa

- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 “Tort” means in breach of contract.
- 1.27 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on Dawid Kruiper municipality's website.
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information inspection**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

Dawid Kruiper: Republic of South Africa

- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent Rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for Dawid Kruiper municipality, the intellectual, copy and patent rights or ownership of such documents or projects will vest in Dawid Kruiper municipality.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**Dawid Kruiper: Republic of South Africa****8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**Dawid Kruiper: Republic of South Africa**

- 9. Packing**
- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.
- 10. Delivery and Documents**
- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.
- 11. Insurance**
- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.
- 12. Transportation**
- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified
- 13. Incidental Services**
- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**Dawid Kruiper: Republic of South Africa**

- 14. Spare parts**
- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
 - (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested
- 15. Warranty**
- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**Dawid Kruiper: Republic of South Africa**

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.
- 18. Variation Orders**
- 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**Dawid Kruiper: Republic of South Africa**

- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**Dawid Kruiper: Republic of South Africa**

- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person. restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**Dawid Kruiper: Republic of South Africa**

- 24. Antidumping and countervailing duties and rights** 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
- 25. Force Majeure** 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency** 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes** 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Notwithstanding any reference to mediation and/or court proceedings herein,
 (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**Dawid Kruiper: Republic of South Africa**

- 28. Limitation of Liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing Language**
- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law**
- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.
- 31. Notices**
- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties**
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**Dawid Kruiper: Republic of South Africa**

- 33. Transfer of contracts** 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser
- 34. Amendment of contracts** 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.
- 35. Prohibition of restrictive practices** 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Revised July 2010

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

DAWID KRUIPER MUNICIPALITY

SPECIFICATION

SUPPLY AND DELIVERY OF A 4X4 RAPID INTERVENTION VEHICLE

1. SCOPE OF BID

Supply and delivery of 1 x 4x4 Rapid Intervention vehicle with equipment with the following specifications to Dawid Kruiper Municipality.

2. CLOSING DATE AND COMPULSORY SITE MEETING

2.1. Sealed bids clearly marked "TN051/2017 : SUPPLY AND DELIVERY OF A **4X4 RAPID INTERVENTION VEHICLE**" must be placed in the Municipal tender Box **before or at 14:00 on Friday, 29 SEPTEMBER 2017** and will be opened directly thereafter in the Councillors Caucus Room at the Municipal Offices.

3. GENERAL REQUIREMENTS

- 3.1. This bid document as a whole, without any alteration, modification, deletion, editing or formatting of the documents content, must be completed and returned no later than the closing date and time to be evaluated. Any incomplete, altered, modified, edited or formatted document will not be considered.
- 3.2. The lowest or only bid will not necessarily be accepted. Bids per fax or E- mail will also not be considered.
- 3.3. The following forms, Summary of items and bid price, MBD 1, MBD 4, MBD 6.1, MDB 7.1, MBD 8 and MBD 9, must be completed.
- 3.4. Bids will be evaluated in accordance with the applicable Preferential Point Scoring System as set out in the Councils Supply Chain Management Policy.
- 3.5. No B-BBEE points would be allocated if a certified copy of the B-BBEE certificate or a Sworn Affidavit is not attached to the bid document.

4. COMPULSORY DOCUMENTATION

These documents **must be attached** to the bid form. Bids not containing these documents will be deemed as incomplete. (See Section F).

- 4.1. A copy of the Municipal account not older than 3 months.
- 4.2. If the bidder is not liable for levies for municipal services, a Sworn Affidavit indicating reasons as to why a municipal account cannot be submitted and/or a Lease Agreement indicating such must be provided.
- 4.3. Bidders must be registered at National Treasury's Central Suppliers Data Base (CSD) and proof must be submitted.
- 4.4. A new tax clearance certificate issued as from 18 April 2016, and/or the document issued by SARS indicating the tax clearance PIN. Please note that it is the responsibility of the supplier to ensure that all tax related matters are in order daily.

- 4.5. The bidder must provide proof of services/products rendered to this and/or other local authorities and/or the ability and expertise to render these services and/or products.

5. BID PRICING

- 5.1. Bidders are required to quote prices according to the price schedules and specifications.
 5.2. Price(s) quoted must be valid 90 days (ninety) from bid closing date.
 5.3. Price(s) quoted must be firm and must be inclusive of VAT.
 5.4. All prices must include delivery cost.

6. METHOD OF DELIVERY AND ADDRESS

Goods and services must be delivered as a whole.

Delivery must be made to

Dawid Kruiper Municipality
 Workshop building
 Voorruit Street, Updustria
 Upington
 Northern Cape

7. LEGISLATIVE REQUIREMENTS

- 7.1. The vehicle must comply in all respects with the National Road Traffic Act, 1996 (Act 93 of 1996), with special attention being given to safety belts, reflectors, chevrons and the marking of the vehicle mass (T; V; and D/T) - the tare mass being confirmed by a weighbridge certificate with reflective yellow striping with bumper and rear wheel flaps to comply with the law.
 7.2. Registered MIB (Manufacturer/ Importer/ Builder of Vehicles) and/ or MRI (Retail Motor Industry Organisation) - proof must be submitted

8. SPECIFIC REQUIREMENTS

ITEM1: 1x 4x4 Rapid Intervention vehicle with equipment with the following specifications.

8.1 SPECIFICATIONS:

All apparatus shall be designed to meet the stringent requirements and functionality standard set by the Emergency Management Services environment. The apparatus shall comply fully with the RSA Road Traffic Act of 1989, SABS Compulsory and CKS 928 Specifications.

The 4x4 Rapid Intervention vehicle shall fully comply with the road traffic and vehicle requirements of the Republic of South Africa.

The 4x4 Rapid Intervention vehicle offered shall be based on a 4x4 chassis with a seating capacity for six (6) occupants including the driver.

The tender is only open for companies registered with the SABS as Manufacturer, Importer and Bodybuilder (MIB) or Registered Fleet Dealer with RMI (NADA registered)

If tenderer are a registered MIB, then they should submit letter from local Fleet Dealer to service and honor warranty of truck.

If tenderer are a registered Fleet Dealer, they must submit letter from registered MIB.

The chassis cab offered shall have a GVM of no greater than 16,000kg to meet C1 licence requirements

8.2 SABS/SANS Compulsory Specifications

The vehicles offered shall comply in all respects to the requirements of the SABS/SANS compulsory specifications applicable to the vehicle category concerned.

8.3 Units in use

Tenderers are to include a list of similar products supplied into the South African market with contact details of the end users for reference.

8.4 Testing

The following tests are performed on the vehicle prior to delivery.

- Electrical system performance testing
- Weld quality
- Alternator performance test
- Primer test
- Pump flow test
- Piping Hydrostatic pump test
- Water tank to pump flow test
- Water tank and foam tank tests
- Power train testing
- Superstructure integrity test
- Paint sample test
- Complete operational test
- Emergency lighting system test

All products undergo our quality assurance program and are fully inspected for compliance to specifications.

8.5 Spares & Service

The **Chassis cab** offered shall be a standard product range available in South Africa and spare parts will be readily throughout.

8.6 Warranty

All Round Warranty	12 Months
Structural Integrity Warranty	10 years
Plumbing	10 years
Chassis Cab	12 months / unlimited kilometres
Power Train / Drive Line	36 months / 250 000km or 5 000 hours
Transmission	24 months
Water Tank	10 years
Foam Tank	10 years
Painting	3 years
Fire Pump	24 months

8.7 Free Service/ First Inspection

A Pre Delivery (PDS) and 1st Inspection service is undertaken prior to delivery

8.8 Manuals

The following manuals shall be provided with delivery of each vehicle:

- Operator's manuals of all major components
- Individual service book (One only)
- Maintenance manual of all major components

8.9 Training

Training will be provided free of charge, on-site for 12 personnel members, by professionals and will be based on the following:

- | | |
|---|--------|
| • Driving Techniques | Yes/No |
| • Fire Fighter Safety | Yes/No |
| • Operating Instructions | Yes/No |
| • Water Supply Systems | |
| • Pumping Operations & Techniques | |
| • Basic Vehicle Care & Preventative Maintenance | |
| • Basic Equipment Care & Preventative Maintenance | |
| • Basic Vehicle & Equipment Specifications | |

The training program shall be spread over two (2) days and shall include theoretical/class room sessions and practical sessions.

8.10 Project Meeting

A project clarification and kick-off meeting shall be held prior to the start of manufacturing. During this meeting the detailed drawings and design plans shall be signed off by the client. Monthly progress reports shall be submitted to the Project Manager/ Fleet/ Workshop Manager.

The project manager will be required to inspect and sign-off acceptance of the vehicle at the manufacturing premises prior to release to the client.

8.11 Drawings

The basic design drawings of the Rural Pumper shall be provided with the tender documents.

8.12 VEHICLE SPECIFICATION

All measurements shall be given in Standard Imperial (SI) units.

All components shall be fitted and installed in accordance with the Original Equipment Manufacturers (OEM) installation instructions.

8.13 Chassis Cab

The 4x4 Rapid Intervention vehicle shall be built on a commercial 4x4 chassis cab meeting the following minimum specifications.

Requirement	
Engine	Diesel, Turbocharged Intercooled 6-in-line
Output	200 kW (280hp) @ 2,200rpm
Torque	1.100 N.m @ 1,600rpm
Transmission	Automatic with PTO
Steering: Power Steering	Power Steering
Brakes:	Dual-circuit air brakes, drum brakes all round, ABS
ABS	ABS
Rims & Tires	Drop centre rims 7.50 x 22.5
Fuel tank: Minimum	130l
GVM: Maximum	16,000kg

8.14 Vehicle Dimensions

Maximum Overall length:	8,000 mm
Overall width:	2,500 mm
Ground clearance:	400 mm all-round
Turning circle:	18.5 m
Standard Wheelbase:	4,000 mm

8.15 4x4 Engage Indicator

An indicator light showing that all-wheel drive (4x4) mode is engaged shall be fitted as standard on the vehicle control panel.

8.17 Axle Load and GVM Plates

A single etched plate shall be provided in the cab that shall clearly show the axle loaded weights and the manufacturer's weights. A GVM plate in accordance with SABS shall be supplied and fitted in the cab.

8.18 Mudflaps

Black linear low density polyethylene (proprietary blend) mud flaps shall be installed on the rear body wheel wells and on the front directly behind the wheels.

8.19 Ear Tow Eyes

Two (2) heavy-duty tow eyes made of 19mm thick steel having 65mm diameter holes shall be mounted below the body at the rear of the vehicle to allow towing (not lifting) of the apparatus without damage.

The tow eyes shall be bolted directly to the chassis frame.

8.20 Brush Guard

A heavy duty polished stainless steel brush guard with provision for the fitment of an electric winch shall be mounted to the chassis frame of the vehicle. Four (4) galvanized towing eyes shall be secured onto the brush guard.

The winch shall have a 6,803 kg pulling capacity. The winch will be supplied with 30 m of 11.5 mm wire rope and clevis hook.

The winch shall be mounted in such a way that no damage is caused to any component of the vehicle when in use. A rugged 10m remote control shall be supplied with the winch.

8.21 Two Way Radio

Provision is made for the fitment of a UHF mobile radio in the vehicle. The end user is to provide the frequency requirements of the radio.

8.22 Battery Master Switch

A heavy-duty battery master switch shall be provided to isolate power to the batteries.

8.23 Reverse Camera

A reverse camera with monitor fitted on the dash board shall be provided.

8.24 Driving Compartment

All doors open 90° for easy access

All windows shall be safety glass

The driver's seat is fully adjustable (back & forth; up & down and backrest) and includes a headrest.

All seats are equipped with SABS approved safety belts.

A powerful heating and ventilation system is fitted with individual control function. Air conditioning is supplied in the cab.

The driver control and instrument panel is ergonomically designed and all important functions are in easy access of the driver.

The instrument panel incorporates the following instruments and controls:

- Speedometer (km/h)
- Coolant temperature gauge
- Fuel level indicator
- Oil pressure indicator or gauge
- Engine temperature indicator or gauge
- Electric horn
- Ammeter or light
- Hazard indicator light
- Windscreen wipers and windshield washer control
- Hour meter
- Headlights switch
- High beam headlight switch
- Air pressure gauges for front and rear brake circuits and warning lights
- Directional indicator level with automatic return
- Master ignition switch
- Rear view mirrors

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

8.25 Tools

The standard vehicle tools shall be supplied: spare wheel, 20 ton hydraulic jack with handle; wheel wrench, pair reflective triangle, tool roll with appropriate tools and 3 sets of keys.

8.26 Double Cab Extension

The **original single cab shall be professionally converted to a double cab**. This conversion shall carry the manufacturers' approval and shall comply with all International Automotive Safety Standards.

The crew cab shall be manufactured in GRP to maximise the payload of the vehicle. The doors shall be fitted with roll down windows. All upholstery shall be provided to the same standard as that of the original cab. The seat of the crew bench shall be removable and the crew bench seat base shall be used for storage.

The crew cab extension shall be constructed according to NEN 1846 and ECE 29 safety regulations and shall be approved by the vehicle OEM. The three (3) access steps to the crew cab shall feature non slip aluminum tread plate secured to the sturdy framework. A stainless steel grab rail shall be positioned on the crew seat base to allow easy access to the crew cab.

The cab shall feature a 4-point cab suspension with hydraulic cab tilting mechanism to accommodate for the extra weight of the crew cab.

Two (2) 150 mm x 90 mm LED light bars are fitted in the crew cabin, to provide lighting to the crew.

8.27 Crew Seats

Four (4) forward facing upholstered crew seat shall be provided in the cab extension.

All seats shall be fitted with SABS approved 3-point safety belts.

All seats shall be upholstered to recognised automotive standards.

8.28 SCBA Mounting Brackets

Provision shall be made for SCBA storage brackets in the backrests of all crew seats. The incorporation of the SCBA brackets in the backrests shall allow for the immediate donning on arrival at an incident.

The SCBA seat shall have dual padded extensions to ensure the comfort of the crew whilst travelling in the crew cab. The SCBA retaining bracket shall be fitted with a quick release strap to allow the BA set to be easily released for quick donning. The bracket shall be capable of containing the BA set when a 10-G force is applied in the longitudinal axis of the vehicle.

Storage brackets for four (4) spare cylinders shall be provided in the crew cab.

8.29 Cab Door Kick Plate

All cab doors shall be fitted with diamond aluminium kick plates on the interior lower portion of the door.

8.30 APPARATYS BODY

The manufacture and mounting process carries the approval of the Original Equipment Manufacturer (OEM).

8.31 Underbody Support System

The underbody support system forms the backbone of the entire fire superstructure and provides extremely high compartment load ratings.

The support system consists of a 9.5mm thick steel vertical angle support bolted to the chassis frame rails. Horizontal angles are gusseted and welded to the bottom of the vertical angles, extending to the outside edge of the body. An all steel superstructure frame is mounted on top of this with neoprene elastomer isolators.

Additional reinforcing is added for extra support

8.32 **Aluminium Construction**

Aluminium used: 6061T6
6063T6
Thickness: 6mm, 4.5mm and 3mm depending on the application.

The apparatus body shall be constructed entirely of aluminium extrusions with interlocking aluminium plates. An extruded modular aluminium body is required due to the high strength to weight ratio of aluminium, corrosion resistant body structure, easy damage repair, and lighter overall body weight to allow for increased equipment carrying capacity. The superstructure shall be of a modular design and it shall be possible to remove the complete superstructure from the chassis cab for mounting onto a new chassis.

The interlocking framework shall be constructed from bevelled extrusions and shall be electrically seam welded both internally and externally at each joint using aluminium alloy welding wire. All horizontal surface shall be constructed from aluminium fire apparatus quality diamond plate.

Each body corner shall be an aluminium alloy extruded corner section and shall be welded as an integral part of the body. Horizontal body side extrusions shall be an aluminium tube.

The wheel well frame shall be constructed from formed aluminium and shall be fitted with an aluminium wheel arch. Aluminium tread plate shall finish off the skirt.

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

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

The entire top surface of the body shall be aluminium tread plate to provide a long lasting, maintenance free non slip surface.

The rear body shall have a cut away design to enhance the angle of departure.

8.33 **Rubrail**

The body shall have a body side protection rubrail along the length of the body on each side and at the rear. The rubrail shall be constructed of aluminium extrusion. The rubrail shall extend beyond the body width to protect compartment doors and the body side.

The rubrail shall be a 4mm thick anodized aluminium 6463T6 C-channel extrusion and shall allow marker and warning lights to be recessed inside for protection.

8.34 Handrails

Access handrails shall be provided at all step positions. All body handrails shall be constructed of maintenance free, corrosion resistant, extruded aluminium.

8.35 Hose bed

Hose bed sides shall consist of smooth aluminium plate welded to a perimeter frame constructed of heavy walled aluminium extrusion for rigidity.

The hose bed compartment deck shall be constructed entirely from maintenance free, extruded aluminium. Extrusions shall have an anodized, radius ribbed top surface for maintenance free service life.

Extruded aluminium slats shall be riveted into a one-piece grid system to prevent the accumulation of water and allow ventilation to assist in drying hose.

The hose bed compartment shall be free of sharp edges and projections to prevent hose damage.

The hose bed shall be completely removable for easy access to the booster tank.

The compartment deck design shall incorporate a provision for the installation of adjustable hose bed dividers.

One (1) hose bed divider shall be supplied with the vehicle.

8.36 Access Ladder

An auxiliary stainless steel access ladder shall be provided at the rear of the body for access to the deck.

The ladder shall have a lower hinged section that shall be stored when not in use.

Each ladder rung shall be fitted with aluminium "crocodile" plate to ensure a non slip surface when using the ladder.

The left top section of the ladder shall be raised at the deck to allow a secure handgrip.

A stainless steel grab handle shall be fitted to the hose deck side at the rear to assist in accessing the vehicle deck from the ladder.

8.37 Storage Compartments

Seven (7) storage compartments will be provided in total:

- Two (2) full height compartments ahead of the rear wheels, one (1) on either side of the vehicle.

- Two (2) full height compartments over the rear wheels, one (1) on either side of the vehicle.
- Two (2) full height compartments behind the rear wheels, one (1) on either side of the vehicle.
- The centre rear compartment shall house the pump and pump panel.

All compartments shall be full length compartments to ensure maximum amount of space for equipment mounting.

All body compartments shall be constructed from welded aluminium alloy plate. Each compartment shall be modular in design and shall not be a part of the body support structure.

Compartment floors shall be constructed of aluminium fire apparatus quality diamond plate welded in place and shall be supported by aluminium extrusions.

A drain hole shall be provided in each compartment floor.

A grommet shall be fitted around all electrical wiring to prevent the ingress of dust.

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

8.38 Aluminium Shelves

Six (6) shelves shall be constructed of 4.7 mm smooth aluminium plate. The shelves shall have bi-directional rigidity (side to side and front to back) and one-piece construction. Each shelf shall hold a maximum load of 45 kilograms.

The shelves shall be adjustable in height utilising the adjustable shelving tracks.

8.39 Locker Steps

Fold down locker steps shall be provided to gain access to the higher compartments.

8.40 Sliding Tray

One (1) sliding tray shall be provided for mounting of motorised equipment.

8.41 Roll-Up Doors

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

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

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

The doors shall be fitted with a micro switch that shall energise a red warning lamp in the cab when the door is not in a fully closed position.

The rear pump compartment shall not be fitted with a roller shutter door.

8.42 FIRE PUMP SYSTEM

The pump shall be a rear mounted multi stage centrifugal pump featuring low and high pressure impellers.

- Core light alloy pump – clockwise rotation
- 1410 drive flange
- 5.5"BSRT suction tube and blank cap
- Electric vane primer
- 6 way delivery manifold
- Rear outlets blanked
- 3 x 2.5" BS Instantaneous continental screw down valves
- 45-45 manual low pressure/high pressure changeover valve
- 2x HP outlets with anti surge valves
- Automatic thermal relief valve
- Automatic suction pressure relief valve
- Tacho sender
- Pump mounting cradle with plumbed in water and oil drains
- Anti-vibration mounts

Performance Data

Maximum flow – Low pressure:	4,200 l/min
Maximum pressure – Low pressure:	17 bar
Maximum flow – High pressure:	770 l/min
Maximum pressure – High pressure:	54.5 bar

The pump has a rated performance of 3,000 l/min @ 10 bar and 250 l/min @ 40 bar.

8.43 Discharge Manifold

The pump discharge manifold shall be fitted with three (3) 65mm screw down type deliveries, fitted with 65mm female instantaneous outlets with blank cap and chain, two (2) 25mm booster hose reel discharge connection and one (1) 65mm deck monitor discharge.

8.44 Priming System

The pump shall be supplied with oil less automatic piston priming device.

8.45 Pump Drive

The pump shall be driven from a PTO fitted to the vehicle transmission.

8.46 Plumbing

The plumbing shall be manufactured from schedule 10 x stainless steel, 304 x piping with 316 stainless steel elbows.

8.47 Tank-To-Pump Suction-Pneumatic

One (1) pneumatically operated 100mm valve shall be installed between the pump suction and the booster tank in order to pump water from the tank.

All fabricated piping shall be stainless steel for superior corrosion resistance and decreased friction loss.

8.48 Tank fill

A 65mm hydrant direct tank fill valve with control shall be installed at the rear. The tank fill shall be fitted with a 65mm ball valve.

8.49 Gauge and Control System

Pump Control Panel

The following gauges and controls shall be provided and fitted to the pump control panel:

- One (1) 76mm master suction and one (1) 76mm master discharge gauge shall be pump panel mounted. These compound gauges shall be liquid filled.
- One (1) high pressure gauge for use with the booster hose reels.
- One (1) Tachometer - connected to the vehicle engine to monitor revolutions per minute.
- One (1) Oil pressure gauge - to monitor engine oil pressure
- One (1) Water temperature gauge - to monitor the water temperature of the engine
- One (1) Voltmeter
- One (1) Hour meter
- One (1) Electronic throttle
- One (1) pneumatic switch to operate the tank top pump valve
- One (1) "PTO engaged" light

Round the Pump Foam Proportioning System

The pump shall be fitted with a "Round-the-pump" Foam System (RTP) capable of inducing up to 120 litres per minute of foam compound into the pump. The system is compact and self-contained and is mounted on the pump suction tube and volute. The system is suitable for all commercially-available Protein, Fluoroprotein and Aqueous Film-Forming Foam (AFFF) compounds.

The induction rate is controlled by an infinitely variable control knob with calibrated incremental markings from 0 to 120 litres per minute.

The system is very simple to operate. By opening the driving water valve and selecting the required foam flow on the inductor foam flow-regulation knob, the correct volume of foam is introduced into the water stream entering the pump at the suction eye. The system operates satisfactorily with main pump pressure between 5 – 15 bar.

Hose Reel

Two (2) all aluminium electric rewind hose reels with manual override, each complete with 30m x 25 mm high pressure hose, terminating in a pistol grip nozzle

shall be capable of handling pressures up to 4800 kPa and shall have a selectable flow rate. The nozzle shall be adjustable from straight stream to full fog.

The reel shall be coupled to the high pressure side of the pump.

The reel shall be supplied with chrome guide rollers to allow for ease of rewinding and to protect the superstructure and paint work when using the hose on the reel.

The hose reel shall be supplied with an automatic braking device. All high pressure couplings shall be hermaphrodite couplings.

A hose reel rewind handle shall be supplied

The hose reel shall be mounted in the upper section of the rear compartment above the fire pump.

Deck Monitor

A manually controlled monitor with selectable flow nozzle shall be provided on the deck of the rear pump compartment.

The monitor shall have a flow capacity of no less than 1400lpm.

Booster Tank

The booster tank shall be rectangular in configuration and shall have a capacity of **3,000 litres**. Manufactured from welded 12mm polypropylene sheets. The tanks are designed in accordance with recognized international standards and 3rd party verification is required on all designs.

Baffles plates shall be fitted to protect against any water surge during travel mode, irrespective of the volume of the content within the water tank. The baffle design shall be such as to ensure that it occupies less than 1% of the tank content. The baffle shall ensure a free flow of 98% of the tank contents during pumping operations.

A ten (10) year warranty is provided with each tank.

The tank shall feature a square combination vent and manual fill tower of dimensions 450mm x 450mm with cover. The tower shall be located in the left front corner of the tank.

The tank overflow shall be 100mm diameter and shall dump behind the rear wheels to permit maximum traction.

There shall be two (2) standard tank openings; one for the tank to pump suction line with an anti-swirl plate and one for a tank fill/drain line.

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

Foam Tank

Capacity : 200lt.

The foam tank shall be constructed using using 12mm Polyprpylene.

There shall be three (3) standard tank openings; one (1) tank fill opening, one (1) for the tank to pump suction line with an anti-swirl plate and one for a tank fill/drain line.

The tank shall be adequately baffled.

Water Tank Level Gauge

There shall be an electronic level gauge supplied which shall monitor the water tank content.

Foam Tank Level Gauge

There shall be an electronic level gauge supplied which shall monitor the foam tank content.

Tank Tower

The water tank tower shall be placed in such a manner as to ensure that they do not obstruct or interfere with the placement and flaking of hoses.

8.50 ELECTRICAL SYSTEM

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

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

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

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

8.51 Cab and Body Lighting

A rectangular shaped marker light with a red coloured lens shall be installed at the trailing edge on either side of the apparatus body, recessed in the rub-rail.

The standard truck light package shall be fitted to the rear of the apparatus. Light functions shall include running lights, brake lights, turn signal lights and back-up lights.

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

8.52 Step Lights

The apparatus shall have sufficient lights to properly illuminate the work areas, steps, walkways and ground areas around the apparatus. Areas under the driver

and crew area exits shall be activated automatically when the exit doors are opened. Ground area lights shall be switched from the cab dash with the work light switch.

Compartment Lighting

There shall be a minimum of one (1) LED light strings mounted in each body compartment.

There shall be a compartment light with a switch installed to illuminate the pump area for service.

Pump Panel Lights

There shall be a minimum of one (1) LED light strings mounted above the pump panel to illuminate the working area during pumping operations.

Work / Scene Lights

Two (2) LED Work lights shall be provided on the rear of the fire superstructure above the pump compartment.

The lights shall be 24VDC, 27 watts

8.53 Back-up Alarm

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

8.54 Electronic Siren

A 200W PA siren system shall be provided and mounted inside the cab within easy access of the officer. The system offers the following features:

- Compact, feature-packed, high powered
- Automatic selection of emergency lights when any tone is selected.
- Wail and Yelp siren tones as defined in the Road Traffic Act with Stenner tone for intersections.
- Air horn tone activated by hooter button when no siren tone is selected.
- Siren sound pressure level with HD110R driver system exceeds 123dB and P.A. level exceeds 115dB.
- PTT switch on microphone allows for siren tone over-ride when selected.
- 2 x 100W Speaker System

8.55 Light Bar

A High Intensity Slimline LED light bar shall be fitted on the cab roof. The light bar offers the following features:

- Ultra low profile unit, aerodynamically efficient and unobtrusive until lit.
- All-round, 360 Degree light output.
- Front and rear LED clusters individually user programmable.
- Low current draw. Approximately 20% of a rotator light.

- Long service life due to LED technology and no moving parts.
- LEDs rated to 100,000 operational hours.
- Solid state electronics.
- The colour configuration of the light bar shall be RED

8.56 Rotating Beacons

Two (2) RED LED beacon shall be provided at the rear and shall be controlled from inside the cab.

Lower Level Warning Lights

One (1) LED strobe lights shall be fitted on either side of the vehicle. Two (2) LED strobe lights shall be fitted on the front of the vehicle. Two (2) LED strobe lights shall be fitted to the rear of the vehicle.

Telescopic Light System

A pneumatic telescopic light mast system shall be fitted to the vehicle offering the following features:

- Compact construction
- Extended length: 3,585mm
- Extended Length from ground: 6,485mm
- 3 x 50W SMD-LED lamp set
- 360° lighting arrangement
- Single push button mast down/park control

The light mast shall be positioned in the right front locker compartment.

The control unit will be mounted in the locker compartment in a position where it cannot be accidentally activated. The control will be spring loaded and automatically return to the off position. The light mast shall automatically retract when the hand brake is released. A warning light in the cab will indicate when the mast is not in its resting position.

8.57 Ladder Rack

A hydraulically operated ladder rack shall be provided on the nearside of the superstructure.

The ladder rack shall allow for the removal of the ladders from ground position without having to get onto the vehicle. The ladder rack shall be able to accommodate 1 x two-section extension ladder and 1 a single section roof ladder.

An interlock shall be provided that shall prevent operation of the ladder rack unless the parking brake is set.

A visual signal shall be provided to indicate when the ladder rack is in motion by two (2) yellow flashing lights installed one (1) on each side of the rack. White reflective strips shall be provided on either end of the ladder bracket for enhanced visibility. The rack shall also be wired through the door ajar indicator light located in the cab to alert the driver that the rack is not stowed if the park brake is released.

8.58 Hard Suction Racks

Two (2) hard suction racks to hold 2 x 3m section of 125mm hard suction hose constructed of extruded aluminium shall be provided. Hose shall be secured by spring mounted latch handles.

8.59 Body Paint Finish

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

Paint process shall feature high solid LV products and be performed in the following steps:

1. Corrosion Prevention - all raw materials shall be pre-treated to provide superior corrosion resistance and excellent adhesion of the top coat.
2. Sealer/Primer LV - acrylic urethane sealer/primer shall be applied to guarantee excellent gloss hold-out, chip resistance and a uniform base colour.
High Solid LV (Top coat) - a lead free, chromate-free high solid acrylic urethane top coat shall be applied, providing excellent coverage and durability. A minimum of two coats shall be applied.

Any location where aluminium is penetrated, after painting, for the purpose of mounting steps, handrails, doors, lights, or other specified components shall be treated at the point of penetration with a corrosion inhibiting pre-treatment. The pre-treatment shall be applied to the aluminium sheet metal or aluminium extrusions in all locations where the aluminium has been penetrated. All hardware used in mounting steps, handrails, doors, lights, or other specified components shall be individually treated with the corrosion inhibiting pre-treatment.

The body shall be finished painted in **RAL 3000 Red**

8.60 Chassis and Body Stripe

A chassis and body white stripe, 100mm minimum in width shall be supplied (front & sides).

Yellow reflective trim in accordance with the national road safety ordinance shall be secured to the vehicle.

8.61 Lettering

Lettering shall be provided in accordance with the instructions from the client.

The recommended tyre pressure labels shall be placed above each wheel.

All controls and instruments shall be clearly labelled as to the function.

8.62 Chevrons

An SABS approved rear chevron plate / triangles shall be fitted to the vehicle.

8.63 Equipment

The following equipment shall be supplied with the vehicle:

Item	Description	Qty
1	3m Hard Suction Hoses - 5"	2
2	Suction Strainer - 5"	1
3	Hard suction Hose Spanner	2
4	Two way collecting head	1
5	Floating Pump – 450lpm	1
6	SCBA set complete with Steel Cylinder	4
7	300b / 6ltr Steel Cylinders - Drager	4
8	Rubber Line Hoses 65mm x 30m, complete with BIC	6
9	Rubber Line Hoses 38mm x 30m, complete with BIC	8
10	Pistol Grip Selectable Flow Nozzle c/w BIC (114 to 757lpm)	3
11	Bayonet Standpipe	1
12	Road Cones with Reflective - 450mm	10
13	3% AFFF Fire Fighting Foam Concentrate	200
14	Foam Expansion Tube	2
15	Fireman's Axe – Pick Head	1
16	Fireman's Axe – Flat Head	1
17	Hammer - Gauntlet Sledge R/Handle 6.3 KG	1
18	Hooligan Tool - 36" Standard Claw	1
19	Hydrant Key & Bar, 1mt	1
20	Poker & Key	1
21	Ceiling Hook – 2.8m	1
22	Crow Bar - 900 x 25mm	1
23	Heavy Duty Bolt Cutter - 750mm x 10mm	1
24	Extension Ladder - PEL 2-24	1
25	Roof Ladder – PRL16	1
26	Spade	1

27	Jump Bag – ILS Complete	1
28	DCP Extinguisher 9kg	1
29	CO2 Extinguisher 5kg	1
30	Hydraulic Pump Unit	1
31	Hydraulic Cutter	1
32	Hydraulic Spreader	1
33	Hydraulic Telescopic Ram – Small	1
34	Hydraulic Telescopic Ram – Large	1
35	Hydraulic Hose 10m	2
36	Ram extension pipe – 250mm	1
37	Ram Extension pipe – 450mm	1
38	Mini cutter with hand pump	1

8.64 Equipment Mounting

All equipment shall be professionally mounted to the vehicle.

9. SPECS CORE CUTTER:

- Certified according to EN13204 and/or NFPA1936 norm by an independent test institute.
- Maximum working pressure not less than 720 bar.
- Twist deadman control mechanism with automatic neutral position. Control handle with a minimum grip length of 75 mm to provide full grip for the operator hand (no finger or thumb control).
- Fitted with a single maintenance friendly flat-face coupler (easy to clean) for coaxial one hose (hose-in-hose) system.
- No pigtail hoses mounted. Coupler mounted direct to tool to allow quick one hand coupling and uncoupling and to prevent coupler coming into contact with dirty surface/ground.
- Auto-lock couplers: for safety reasons couplers shall be provided with a locking device to prevent accidental uncoupling during operation (acc. EN13204 norm). Couplers shall have a two-step unlocking system.
- Male and female couplers should be flat-face type to prevent dirt entering the coupler and hydraulic system and for ease of cleaning the coupler.
- For ease of handling the coupler shall be one hand operated and only one push needed to connect the coupler.
- Possibilities to (dis-)connect coupler from tool and pump without using a release valve and while the system is under flow.

- In fully open position blades must have U-shape design allowing the blades to pull material into the cutting recess for better cutting performance on pillars of latest car models
- Blade opening at the tips of the blades bigger than 180 mm
- Maximum force not less than 1350 kN
- Cutting round bar (acc. to EN13204) not less than 41 mm
- Weight including hydraulic oil shall not exceed 16 kg
- Dimensions (LxWxH) shall not exceed 780x280x200 mm
- Central bolt head and nut mounted directly to steel blades resulting in less blade separation (optimum cutting performance) and flatter design for better access
- To improve durability the blades must be machined from high grade tool steel and not forged
- Aluminium blade holder fitted with a set of steel protection covers to shield the front of the tool from damage during the rescue operation
- To assist the operator and increase safety while working in dark or poorly lit circumstances the carrying handle shall have at least six integrated LED lights.
- Flat face coupler (easy to clean) mounted directly to tool (no pigtail hoses allowed) to allow fast (un)coupling and to prevent coupler coming into contact with dirty surface/ground

10. SPECS SPREADER:

- Certified according to EN13204 and/or NFPA1936 norm by an independent test institute.
- Maximum working pressure not less than 720 bar.
- Twist deadman control mechanism with automatic neutral position. Control handle with a minimum grip length of 75 mm to provide full grip for the operator hand (no finger or thumb control).
- Fitted with a single maintenance friendly flat-face coupler (easy to clean) for coaxial one hose (hose-in-hose) system.
- No pigtail hoses mounted. Coupler mounted direct to tool to allow quick one hand coupling and uncoupling and to prevent coupler coming into contact with dirty surface/ground.
- Auto-lock couplers: for safety reasons couplers shall be provided with a locking device to prevent accidental uncoupling during operation (acc. EN13204 norm). Couplers shall have a two-step unlocking system.
- Male and female couplers should be flat-face type to prevent dirt entering the coupler and hydraulic system and for ease of cleaning the coupler.
- For ease of handling the coupler shall be one hand operated and only one push needed to connect the coupler.
- Possibility to (dis-)connects coupler from tool and pump without using a release valve and while the system is under flow.
- Minimum spreading force 25 mm from tips (acc. to EN13204) not less than 40 kN.
- Spreading opening not less than 725 mm.
- Weight including hydraulic oil shall not exceed 15.0 kg.
- Maximum spreading force at steel tips (not at aluminium arm) not less than 275 kN.
- Pulling force not less than 45 kN.
- Pulling distance not less than 610 mm.
- Squeezing force not less than 55 kN.

- Dimensions (LxWxH) shall not exceed 840x290x220 mm.
- Equipped with high flow valve for quicker opening.
- To assist the operator and increase safety while working in dark or poorly lit circumstances the carrying handle shall have at least six integrated LED lights.
- Flat face coupler (easy to clean) mounted directly to tool (no pigtail hoses allowed) to allow fast (un)coupling and to prevent coupler coming into contact with dirty surface/ground

11. SPECS HYDRAULIC PUMP UNIT:

- According to EN13204.
- Maximum working pressure not less than 720 bar.
- Pump must have 3-stage pump technology for high flow/speed in 2nd stage (quicker rescue operations) and lower flow/speed in 3rd stage for more tool control.
- Fitted with single maintenance friendly flat-face couplers (easy to clean) for coaxial one hose (hose-in-hose) system.
- Auto-lock couplers: for safety reasons couplers shall be provided with a locking device to prevent accidental uncoupling during operation (acc. EN13204 norm). Couplers shall have a two-step unlocking system.
- Couplers should be flat-face type to prevent dirt entering the couplers and hydraulic system and for ease of cleaning the couplers.
- For ease of handling the couplers shall be one hand operated and only one push needed to connect the couplers.
- Possibility to (dis-)connect couplers without using a release valve and while the system is under flow.
- Engine: petrol driven ;minimum 3.0 HP / 2.2 kW.
- 2-tool connection / simultaneous operation of 2 tools.
- Maximum working pressure not less than 720 bar.
- Hydraulic pump: 2 x three-stage axial.
- Flow 1st – 2nd – 3rd stage: min. 2 x 2900 – 2 x 1300 - 2 x 550 cc/min.
- Capacity oil tank not less than 4300 cc.
- Equipped with two single flat face auto-lock couplers for a coaxial (hose-in-hose) hose system.
- Equipped with oil level indicator for quick and easy checking oil level from the outside.
- Weight including hydraulic oil, engine oil, fuel and couplers shall not exceed 23 kg .
- Dimensions (LxWxH) shall not exceed 455x315x460 mm.
- Engine and pump unit must be fully protected by steel frame including soft-grip carrying handle.

12. Telescopic rams:

Telescopic ram Small:

- Pushing force first plunger not less than 215 kN
- Pushing force second plunger not less than 80 kN
- Number of plungers: 2
- Total stroke not less than 280 mm
- Retracted length not more than 310 mm
- Extended length not less than 580 mm
- Equipped with high flow valve for 35% quicker opening
- Weight including hydraulic oil shall not exceed 11 kg
- Dimensions (LxWxH) shall not exceed 310x135x350 mm
- Flat face coupler (easy to clean) mounted directly to tool (no pigtail hoses allowed) to allow fast (un)coupling and to prevent coupler coming into contact with dirty surface/ground

Ram accessories:

- Extension pipes 250 mm and 450 mm

Telescopic ram Large:

- Pushing force first plunger not less than 215 kN
- Pushing force second plunger not less than 80 kN
- Number of plungers: 2
- Total stroke not less than 740 mm
- Retracted length not more than 535 mm
- Extended length not less than 1275 mm
- Equipped with high flow valve for 35% quicker opening
- Weight including hydraulic oil shall not exceed 16,5 kg
- Dimensions (LxWxH) shall not exceed 535x135x350 mm
- Flat face coupler (easy to clean) mounted directly to tool (no pigtail hoses allowed) to allow fast (un)coupling and to prevent coupler coming into contact with dirty surface/ground

Hose:

- Length of hose not less than 10 mtr
- Weight of hose not exceed 5 kg
- Coaxial one hose system: high pressure line inside low pressure return line for added safety of operator (hose-in-hose system).
- Hose reinforcement only para-aramid (no steel), providing a much greater degree of hose flexibility, no risk of hose kinking and decreased weight.
- Hoses rotate freely 360° at connections to both tool and pump side, therefore removing the possibility of hose getting twisted and kinked.
- Hose provided with a hose binder for storage and at both ends a bend restrictor.
- Auto-lock couplers: for safety reasons couplers shall be provided with a locking device to prevent accidental uncoupling during operation (acc. EN13204 norm). Couplers shall have a two-step unlocking system.
- Male and female couplers should be flat-face type to prevent dirt entering the coupler and hydraulic system and for ease of cleaning the coupler.
- For ease of handling coupler shall be one hand operated and only one push needed to connect the coupler.
- Possibility to (dis-)connects coupler from tool and pump without using a release valve and while the system is under flow.

Mini Cutter incl. hand pump:

- Blade opening not less than 40 mm
- Maximum cutting force not less than 79 kN
- Equipped with 360° elbow and 2 mtr. hose
- Including hand pump with 300 cc oil content
- Complete set in synthetic carrying box
- Weight including hydraulic oil shall not exceed 10 kg

DAWID KRUIPER MUNICIPALITY**SECTION "C"**

To: The Municipal Manager
Private Bag X6003
UPINGTON
8800

Sir

In response to the official notice calling for the supply and delivery of the services listed I/we, the undersigned, carrying on a business under the name of:

Address: _____

Tel nr: _____

do hereby quote to supply the services in accordance with the General Conditions of Quotation and the Specifications attached hereto except in so far as amended in our accompanying covering letter, at the prices given and to deliver those services within the stated delivery period measured from the date of the Council's letter of acceptance of my/our quotation. Quotation prices are included in Section "D" hereof.

The undersigned agrees, that in terms of these documents this Quotation shall remain open for acceptance for a period of **90 (ninety)** days from the date on which quotations are returnable and that notification of acceptance by the Municipal Manager shall constitute a binding contract with effect from the date of such notification.

Bid price (all taxes included):R_____

Amount in words:

SIGNED AT _____ ON THIS _____ DAY OF
2017.

Signed by, or on behalf of the bidder, in the presence of the undersigned witnesses.

WITNESSES:

1. _____

2. _____

SIGNATURE OF BIDDER

DAWID KRUIPER MUNICIPALITY**SECTION "D"****SUMMARY OF ITEMS AND BID PRICES**

All prices quoted must be VAT inclusive

ITEM NO	ITEM	DELIVERY TIME	PRICE	VAT	TENDER PRICE
1	1x 4x4 Rapid Intervention Vehicle				

NB : Completion of this page is compulsory and the total must be entered as the bid price in the MBD 1 form below and section C above.

Signature of Bidder

Witnesses: 1.....

2.....

DAWID KRUIPER MUNICIPALITY

SECTION "E"

FORMS TO BE COMPLETED



MBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF
DAWID KRUIJER MUNICIPALITY

BID NUMBER:TN051/2017 CLOSING DATE: 29 SEPTEMBER 2017 CLOSING TIME: 14:00

SUPPLY AND DELIVERY OF A 4X4 RAPID INTERVENTION VEHICLE

The successful bidder will be required to fill in and sign a written Contract Form (MBD7).

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

DAWID KRUIJER MUNICIPAL OFFICE, MUTUAL STREET, UPINGTON, 8801

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

The bid box is generally open 24 hours a day, 7 days a week.

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

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:

1. Relevant specifications
2. Value for money
3. Capability to execute the contract
4. PPPFA & associated regulations

..... *[insert any other criteria]*

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (see definition on MBD 4 attached)

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

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

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

CELLPHONE NUMBER

FACSIMILE NUMBER: CODE NUMBER.....

VAT REGISTRATION NUMBER

HAS AN ORIGINAL TAX CLEARANCE CERTIFICATE BEEN ATTACHED (MBD 2)? YES/NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1) YES/NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY? (Tick applicable box below)

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)

VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)

A REGISTERED AUDITOR

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED BY YOU? YES/NO
(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED.....

TOTAL BID PRICE..... TOTAL NUMBER OF ITEMS OFFERED.....

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

DAWID KRUIPER MUNICIPALITY: Department: Budget and Treasury Office
Contact Person: Mr Michael Rooi
Tel: (054) 338 7435 or (054)338 7362
Email: scm.snraccountant@kharahais.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Charl April **Tel:** 054 338 7121/ 0723781497



DECLARATION OF INTEREST

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

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

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

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

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

control over the company.

MBD 4

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:

.....
.....



PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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, 2011.

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to be below R 50 000 000 and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

1.3.1 The **maximum** points for this bid are allocated as follows:

	POINTS
1.3.1.1 PRICE80.....
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION20.....
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate or a Sworn Affidavit from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 The 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

- 2.1 “**all applicable taxes**” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad - Based Black Economic Empowerment Act;
- 2.3 “**B-BBEE status level of contributor**” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 “**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 “**consortium or joint venture**” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 “**EME**” means any enterprise with an annual total revenue of R5 million or less.
- 2.10 “**Firm price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 “**functionality**” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 “**non-firm prices**” means all prices other than “firm” prices;
- 2.13 “**person**” includes a juristic person;
- 2.14 “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

- 2.17 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

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

4. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \mathbf{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

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

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

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

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit an original Sworn Affidavit issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their certified copy of a B-BBEE status level verification certificate or an original Sworn Affidavit, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

MBD 6.1

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

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

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a Sworn Affidavit or a certified copy of the B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

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

8.1.1 If yes, indicate:
 (i) what percentage of the contract will be subcontracted?%
 (ii) the name of the sub-contractor?.....
 (iii) the B-BBEE status level of the sub-contractor?
 (iv) whether the sub-contractor is an EME? YES / NO
 (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of firm :.....

9.2 VAT registration number :.....

9.3 Company registration number :.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

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

9.7 MUNICIPAL INFORMATION

Municipality where business is situated
 Registered Account Number
 Stand Number

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

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

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

WITNESSES:

1.

2.

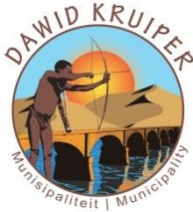
..... SIGNATURE(S) OF BIDDER(S)

DATE:.....

ADDRESS:.....

.....

.....



DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

Item	Question	Yes	No
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"/>
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:		

MBD 8

CERTIFICATION

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

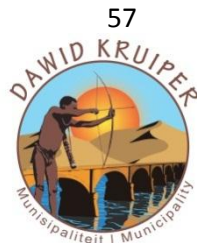
I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

NOTICE

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

TN051/2017 SUPPLY AND DELIVERY OF A 4X4 RAPID INTERVENTION VEHICLE

in response to the invitation for the bid made by:

DAWID KRUIPER MUNICIPALITY

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

I certify, on behalf of: _____
that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

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

MBD 9

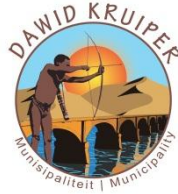
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2.
DATE:	

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES	
1.
2.
DATE	

DAWID KRUIPER MUNICIPALITY**SECTION "F"****Annexures**

Attach all annexures and documents to this page

1. Tax Clearance certificate
2. CSD registration
3. B-BBEE Certificate
4. Municipal account
5. Proof of services / products rendered to this and/or other local authorities and/or the ability and expertise to render these services / products.
6. Proof of registration at RMI and MIB