

INVITATION TO BID



cogta

Department:
Co-operative Governance and Traditional Affairs
PROVINCE OF KWAZULU-NATAL

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER (S) TO MANUFACTURE AND DELIVER 6 x FIRE AND RESCUE ENGINES WITH FITTED EQUIPMENT.

Bid No. : ZNT 1907/2018 LG

COMPANY NAME : _____

Type of Bidder (Tick One Box)

One-person Business/Sole Trader	
Close corporation	
PTY (Ltd)	
Private Company	
Partnership	
Consortium/Joint Venture	
Co-operative	

Participation Capacity (Tick One Box)

Prime Contractor	
Supplier/Sub-Contractor	

RETURN OF PROPOSAL

Proposal must be deposited in the **Bid box situated at Department of Co-operative Governance and Traditional Affairs, Lift Area, 13th floor, North Tower, Natalia Building. 330 Langalibalele Street, Pietermaritzburg, 3201** or received by post to The Senior Manager: Supply Chain Management, Private Bag X 9078, Pietermaritzburg, 3200 Tel: (033) 395 3134 before **11h00 on 28 FEBRUARY 2019**

A compulsory Site Inspection will take place on 15 FEBRUARY 2019 at 11:00 am at 66 SHORTTS RETREAT ROAD, PROVINCIAL DISASTER MANAGEMENT CENTRE, TRAINING ROOM, MKHONDENI, PMB

TABLE OF CONTENTS

SECTION	CONTENTS	PAGE
Part A	Invitation to Bid	3-4
Part B	Terms and Conditions for Bidding	5
Section: A	Invitation to Bid	6-7
Section: B	Tax Clearance Certificate Requirement	8
Section: C	Special Instructions and Notices to Bidders regarding the completion of Bidding Forms	9
Section: D	Declaration that Information on Provincial Supplier Database is Correct and up to date.	10
Section: E	Declaration of Interest	11-13
Section: F	Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2011	14-18
Section: G	Conditions of bid	19
Section H	Price Page	20
Section: I	Authority to Sign a Bid	21-25
Section: J	Declaration of Bidders Past Supply Chain Management Practices.	26
Section: K	Certificate of Independent Bid Determination	27-29
Section: L	Special Conditions Of Contract	30-36
Section: M	Official Briefing Session/Site Inspection Certificate	37
Annexure: A	Specification	38-48
Annexure C	General Conditions of Contract	49-53
Annexure D	Contract Form - Rendering OF Services	54-55
SBD 6.2	Declaration Certificate for Local Production and Content for Designated sectors	56-59
Appendix 1	Annexure C	60
Appendix 2	Details for completion	61
Appendix 3	Returnable Documents	62
Annexure B	General Conditions of Contract	63-64

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER:	ZNT 1907/2018 LG	CLOSING DATE:	28 FEBRUARY 2019	CLOSING TIME:	11:00
DESCRIPTION					
APPOINTMENT OF A SERVICE PROVIDER (S) TO MANUFACTURE AND DELIVER 6 x FIRE AND RESCUE ENGINES WITH FITTED EQUIPMENT.					

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

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

330 LANGALIBALELE STREET

13TH FLOOR LIFT AREA NORTH TOWER

NATALIA BUILDING

PIETERMARITZBURG

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE		NUMBER
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			

	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes			B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes
	<input type="checkbox"/> No				<input type="checkbox"/> No

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)
	<input type="checkbox"/>	A REGISTERED AUDITOR
		NAME:

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
---	--	--	--

SIGNATURE OF BIDDER

CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)

	DATE	TOTAL BID PRICE (ALL INCLUSIVE)	
TOTAL NUMBER OF ITEMS OFFERED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

DEPARTMENT/ PUBLIC ENTITY

Department of COGTA

TECHNICAL INFORMATION MAY BE DIRECTED TO:

CONTACT PERSON

Mr Jonty Ndlaazi

CONTACT PERSON	Ms Lindiwe Madlala	TELEPHONE NUMBER	033 846 9006 / 081 385 8362
TELEPHONE NUMBER	033 395 2174	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	jonty.ndlazi@kzncogta.gov.za
E-MAIL ADDRESS	Lindiwe.madlala@kzncogta.gov.za		

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:								
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>								
2. TAX COMPLIANCE REQUIREMENTS								
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>								
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS								
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>	3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SBD 1
STANDARD BID DOCUMENTATION

SECTION A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF
THE DEPARTMENT OF CO-OPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS

BID NUMBER: **ZNT 1907/2018 LG**CLOSING DATE: **28/02/2019**CLOSING TIME: **11:00**

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER (S) TO MANUFACTURE AND DELIVER 6 x FIRE AND RESCUE ENGINES WITH FITTED EQUIPMENT.

CONTRACT PERIOD: **3 YEARS**VALIDITY PERIOD: **120 DAYS**

The successful bidder will be required to fill in and sign a written Contract Form (SBD 13.2)

BID DOCUMENTS MAY BE POSTED TO:

The Head SCM Unit,
Department Co-operative Governance and Traditional Affairs,
Private Bag X9078,
Pietermaritzburg, 3200

**NOTE: THE POST IS CLEARED FROM THE
PIETERMARITZBURG POST OFFICE BEFORE
10:00 ON DUE DATE**

OR**BID DOCUMENTS DELIVERED BY HAND MUST BE DEPOSITED IN THE BID BOX SITUATED AT:**

Department of Co-operative Governance and Traditional Affairs,
Lift Area, 13th floor, North Tower,
Natalia Building,
330 Langalibalele Street,
Pietermaritzburg

THE BID BOX IS AVAILABLE ON THE FOLLOWING DAYS AND TIME:

**MONDAY TO FRIDAY (EXCLUDING PUBLIC
HOLIDAYS)
08:00 TO 16:00**

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

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

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

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

NAME OF BIDDER.....

PROVINCIAL SUPPLIER DATABASE REGISTRATION NO:

POSTAL ADDRESS.....

STREET ADDRESS.....

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

CELLPHONE NUMBER

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

E-MAIL ADDRESS.....

VAT REGISTRATION NUMBER.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (Section B) YES ☐ NO ☐

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (Section F) YES ☐ NO ☐
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

[TICK APPLICABLE BOX]

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA).....
 A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR.....

A REGISTERED AUDITOR

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

ARE YOU THE ACCREDITED REPRESENTATIVE
 IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?

YES ☐ NO ☐
[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER

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

TOTAL BID PRICE: R.

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Co-operative Governance and Traditional Affairs

Contact Person: Ms Lindiwe Madlala

Tel: 033 395 2174

Fax: 086 642 8873/ 033 342 8830

Email: lindiwe.madlala@kzncogta.gov.za

ANY ENQUIRIES REGARDING SPECIFICATION INFORMATION MAY BE DIRECTED TO:

Contact Person: Mr Jonty Ndlazi

Unit: Provincial Disaster Management Centre

Tel: 033 846 9006 / 081 385 8362

Cel:

Email: jonty.ndlazi@kzncogta.gov.za

SECTION B (SBD 2)**TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

Jeyrel:\Mdk416-SBD2 tax clearance

I HAVE READ, UNDERSTOOD AND COMPLY WITH THE SPECIAL INSTRUCTIONS ABOVE:

.....
SURNAME AND INITIALS OF COMPANY REPRESENTATIVE

.....
DATE

.....
SIGNATURE

COMPANY OFFICIAL STAMP

SECTION C (SBD 3)**SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE
COMPLETION OF BIDDING FORMS**

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1991, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

SECTION D

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the KwaZulu-Natal Supply Chain Management Policy Framework, all suppliers of goods and services to the Province of KwaZulu-Natal are required to register on the Central Suppliers Database.
2. If you wish to apply for registration, forms may be downloaded from the website, <http://www.kzntreasury.gov.za>, (click on "Document Library" and then choose "Forms") or obtained by phoning the toll free number **0800 201 049**. This number is also available for general enquiries relating to Provincial supply chain management issues.
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;
 - 3.1 de-register the supplier from the Database,
 - 3.2 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Suppliers Database, relating to changed particulars or circumstances.**

DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE

(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative)

.....

WHO REPRESENTS (state name of bidder).....

AM AWARE OF THE CONTENTS OF THE KWAZULU-NATAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

CENTRAL SUPPLIER DATABASE NO.....

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE :

SECTION E (SBD 4) DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder², member):
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1991 (Act No. 1 of 1991);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

- 2.7 Are you or any person connected with the bidder presently employed by the state? YES ☐ NO ☐

- 2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

2.7.2	If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
2.7.2.1	If yes, did you attach proof of such authority to the bid document? <u>(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.)</u>	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
2.7.2.2	If no, furnish reasons for non-submission of such proof:				
2.8	Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
2.8.1	If so, furnish particulars:				
2.9	Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
2.9.1	If so, furnish particulars.				
2.10	Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
2.10.1	If so, furnish particulars.				
2.11	Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
2.11.1	If so, furnish particulars:				

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

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SECTION F

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

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000.00 (all applicable taxes included); and

1.2

- a) The value of this bid is estimated to **not exceed** R50 000 000.00 (all applicable taxes included) and therefore the **(80/20)** preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

1.7

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

- (e) “EME” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) “functionality” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) “prices” includes all applicable taxes less all unconditional discounts;
- (h) “proof of B-BBEE status level of contributor” means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “QSE” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

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

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

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

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

5. BID DECLARATION

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

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

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited
 [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 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 contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.
2.

.....
 SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

OWNERS/SHAREHOLDERS/PARTNERS/SOLE PROPRIETORS/TRUSTEES / BENEFICIARIES.

(This information is required for statistical purposes only)

FULL NAME	ID NUMBER	CAPACITY : MEMBER/PART NER/ PROPRIETOR/ SHARE- HOLDER/TRUS TEE/ BENEFICIARY	% OWNERSHIP/ PARTNERSHIP/ TRUST/ CO- OPERATIVE	MALE/ FEMALE	HANDI- CAPPED YES/NO	AFRICAN (A) / COLOURED (C) / INDIAN (I) WHITE (W)	YOUTH YES/NO	% OF TIME DEVOTED TO THE FIRM

SECTION G

CONDITIONS OF BID

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the KwaZulu-Natal Provincial Administration (hereinafter called the "Province") on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/we agree that:
 - (a) the offer herein shall remain binding upon me and open for acceptance by the Province during the validity period indicated and calculated from the closing time of the bid;
 - (b) this bid and its acceptance shall be subject to Treasury Regulations 16A issued in terms of the Public Finance Management Act, 1991, the KwaZulu-Natal Supply Chain Management Policy Framework, the Provincial Treasury issued Practice Notes, and the KwaZulu-Natal General Conditions of Contract, with which I/we am fully acquainted;
 - (c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Province may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between me and the Province. I/we will then pay to the Province any additional expenses incurred by the Province having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. The Province shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Province may sustain by reason of my default;
 - (d) if my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
 - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose *domicilium citandi et executandi* in the Republic at (full physical address)

.....

.....
3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my bid: that the price(s), rate(s) and preference bid cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.
4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfilment of this contract.
5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me as a result of such action.
5. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

SECTION H
PRICING PAGE – FIRM PRICES
(GOODS)

N.B.: This form must be completed in detail, signed by the Bidder and bear the signature of a witness. Failure to comply with these requirements may result in the bid being disregarded.

CLOSING DATE AND TIME: 28/02/2019 @ 11:00 VALIDITY PERIOD: 120 DAYS

BID NO: ZNT 1907/2018 LG		PERIOD : ONCE-OFF	
Item description: APPOINTMENT OF A SERVICE PROVIDER (S) TO MANUFACTURE AND DELIVER 6 x FIRE AND RESCUE ENGINES WITH FITTED EQUIPMENT.		NAME AND ADDRESS OF BIDDER(FIRM) TEL:..... FAX:.....	
DOES OFFER COMPLY WITH THE SPECIFICATION? <i>If not, furnish details of deviation in space provided for "Remarks"</i>		YES / NO <i>(Delete which is not applicable)</i>	
TOTAL BID PRICE ** (ALL APPLICABLE TAXES INCLUDED)		<i>R</i>	
BID PRICE IN WORDS ** (ALL APPLICABLE TAXES INCLUDED)			
REMARKS (If any):	 (Signature of Bidder) DATE: (Signature of Witness) DATE:.....	

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

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

SECTION I (SBD 7)
AUTHORITY TO SIGN A BID

A. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorizing the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on 20....., Mr/Mrs whose signature appears below) has been duly authorized to sign all documents in connection with this bid on behalf of (Name of Company).....

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE OF SIGNATORY: **DATE:**

WITNESSES: 1

2

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned..... hereby confirm that I am the sole owner of the business trading as

SIGNATURE.....

DATE.....

C. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner

Residential address

Signature

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

We, the undersigned partners in the business trading as.....
 hereby authorize to sign this bid as well as any contract
 resulting from the bid and any other documents and correspondence in connection with this bid and /or
 contract on behalf of (company name)

.....
SIGNATURE

.....
SIGNATURE

.....
SIGNATURE

.....
DATE

.....
DATE

.....
DATE

D. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorizing a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on 20..... at.....

..... Mr/Ms....., whose signature appears below, has been authorized
 to sign all documents in connection with this bid on behalf of (Name of Close Corporation)

SIGNED ON BEHALF OF CLOSE CORPORATION:
 (PRINT NAME)

IN HIS/HER CAPACITY AS..... **DATE:**

SIGNATURE OF SIGNATORY:

WITNESSES: 1..... **WITNESS:** 2.....

E. CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on 20..... at

Mr/Ms....., whose signature appears below, has been authorized to sign all documents in connection with this bid on behalf of (Name of cooperative)

SIGNED ON BEHALF OF CO-OPERATIVE:.....
(PRINT NAME)

IN HIS/HER CAPACITY AS: **DATE:**.....

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

WITNESSES: 1 **WITNESS:-** 2

F. CONSORTIUM

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of concerned enterprises, authorizing the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the consortium on 20

Mr/Mrs.....(whose signature appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Consortium).....

SIGNED ON BEHALF OF CLOSE CORPORATION:
(PRINT NAME)

IN HIS/HER CAPACITY AS **DATE:**

SIGNATURE OF SIGNATORY:

WITNESSES: 1 **WITNESS: - 2**

G. JOINT VENTURE

If a bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of the enterprises, authorizing the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the joint venture partners
on.....20.....

Mr/Mrs.....,Mr/Mrs.....

Mr/Mrs.....and Mr/Mrs.....
(whose signatures appear below) have been duly authorized to sign all documents in connection with this bid on behalf of:(Name of Joint Venture).....

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):
(PRINT NAME)

SIGNATURE:..... **DATE:**

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):

.....
(PRINT NAME)

SIGNATURE :..... **DATE:**

IN **HIS/HER** **CAPACITY**
AS:.....

SIGNED **ON** **BEHALF** **OF** **(COMPANY** **NAME):**

.....
(PRINT NAME)

SIGNATURE :..... **DATE:**

IN HIS/HER CAPACITY AS:.....

SIGNED ON BEHALF OF (COMPANY NAME):

(PRINT NAME)

SIGNATURE :..... **DATE:**

IN HIS/HER CAPACITY AS:.....

SECTION J (SBD 8)

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have-
- 4 Abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.
- 5 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

CERTIFICATION

I, **THE** **UNDERSIGNED** **(FULL**
NAME).....

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION K (SBD 9)
CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1991, 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 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD 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 (SBD 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.

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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)

4. I have read and I understand the contents of this Certificate;
5. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

6. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
7. 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;
8. 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
9. 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.
10. 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.
11. 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.
12. 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.
9. 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 1991 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

.....

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.

SECTION L SPECIAL CONDITIONS OF CONTRACT

SECTION 1: DEFINITION OF TERMS

1.1 SERVICE

The consultancy services to be rendered by professional service providers must be rendered in terms of this contract.

1.2 CONTRACTOR

The person or persons, partnership, close corporation, firm or company, whose bid for this service was accepted.

1.3 AGREEMENT

This comprises the agreement signed by parties, the conditions of bid, the bid and the specifications.

1.4 AGREEMENT PERIOD

The period during which the service is to be rendered and originally determined in the agreement, or as amended, extended or renewed in accordance with stipulations of the agreement.

1.5 PARTIES

The parties to this contract are The Head of Co-operative Governance and Traditional Affairs in the KwaZulu-Natal Provincial Administration and Contractor.

1.8 DEPARTMENT

KwaZulu-Natal department of Co-operative Governance and Traditional Affairs.

1.9 CURTAILMENT OF SERVICE

The Department reserves the right to withdraw from the service any part/s of the contract as a whole, with one month's written notification to the contractor. In a case such as this, the contract sum will be adjusted *pro rata* from the date of withdrawal.

SECTION 2: IMPORTANT INFORMATION TO NOTE

2.1 This bid is invited and will be awarded and administered in terms of the following:-

- 2.1 KwaZulu-Natal Supply Chain Management Policy Framework,
- 2.2 Section 217 of the Constitution,
- 2.3 The PFMA and its Regulations in general,
- 2.4 The Preferential Procurement Policy Framework Act,
- 2.5 National Treasury guidelines, and
- 2.6 Provincial Treasury's Supply Chain Management Practice Notes and guidelines

2.2

REQUIRED COMPULSORY INFORMATION
--

2.2.1 The bidder shall ensure that all the required information is furnished; viz:-

- 2.2.1 Declaration that information on Provincial Supplier Database is correct and up to date (SECTION D)
- 2.2.2 Declaration of interest (SECTION E)
- 2.2.3 Tax Clearance Certificate Requirements (SECTION B),
- 2.2.4 Compulsory Briefing Session (SECTION M)
- 2.2.5 Authority to sign a bid (SECTION I),
- 2.2.6 Conditions of Bid (SECTION G)
- 2.2.7 The original Tax Clearance Certificate(s) (and not a copy thereof) must be submitted together with the bid document.
- 2.2.8 Each party to a Consortium/Group of sub-contractors must obtain separate Tax Clearance Certificate(s) and also be registered on the Suppliers Database.
- 2.2.9 Should a supplier have submitted an original Tax Clearance Certificate within the last twelve (12) months to the Department, it will not be necessary to resubmit it, however, same must be indicated in the bid document.
- 2.2.10 A valid certified copy of B-BBEE Status Level Verification Certificate/ Letter from an auditor confirming EME status must be submitted with the proposal.

NOTE: Failure to submit the required information may invalidate the entire proposal.

SECTION 3: SPECIAL CONDITIONS OF CONTRACT**3.1 ACCEPTANCE OF BID**

- 3.1.1 This bid has been invited, and will be adjudicated in terms of the KwaZulu-Natal Supply Chain Management Policy Framework and the KwaZulu-Natal Provincial Treasury's Practice Notes. Co-operative Governance and Traditional Affairs' Bid Adjudication Committee is under no obligation to accept the lowest or any bid.
- 3.1.2 The financial standing of bidders and their ability to manufacture or to supply goods or render services may be examined before their bids are considered for acceptance.

3.2 APPEALS

- 3.2.1 Entities aggrieved by a decision of a departmental Bid Adjudication Committee or a delegate of an accounting officer, may appeal to the Bid Appeals Tribunal in the prescribed manner by the Supply Chain Management Policy Framework

3.3 AMENDMENT OF CONTRACT

- 3.3.1 Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties subject to the Legal Services screening the amendment before it is signed.

3.4 CHANGE OF ADDRESS

- 3.4.1 Bidders must advise the Department should their address (*domicilium citandi et executandi*) details change from the time of bidding to the expiry of the contract.

3.5 COMMUNICATION

- 3.5.1 All correspondence with regard to this bid must be addressed or hand delivered to the:

The Head SCM Unit,
Department Co-operative Governance and Traditional Affairs,
Private Bag X9078,
Pietermaritzburg
3200

ENQUIRIES: **Ms Lindiwe Madlala TEL.: 033-395 2174**

3.6 COMPLETENESS OF BID

- 3.6.1 Bids will only be considered if correctly completed and accompanied by all relevant certificates and other necessary applicable information.

3.7 COMPLETION OF SPECIFICATION

- 3.7.1 Where specifications are designed in such a way that responses would be required from bidders, these forms must be completed and submitted as part of the bid document.

3.8 CONDITIONS OF BID

- 3.8.1 The successful Contractor must be in a position to assume duty on the date stipulated in the letter of acceptance.
- 3.8.2 No bid received by telegram, telex, or facsimile will be considered.
- 3.8.3 It shall be noted that the Department is under no obligation to accept the lowest or any bid.
- 3.8.4 The offer shall be made strictly according to the specification. No alternative offers will be considered.
- 3.8.5 Bidders must provide the following particulars about themselves as part of the bid:
- 3.8.5.1 Where they have their Headquarters
 - 3.8.5.2 Where they have their Regional Office.
 - 3.8.5.3 Name, address and telephone number of bankers together with their bank account number.
 - 3.8.5.4 The names, identity numbers and street addresses of all partners in cases where persons, a partnership, or a firm consists of a partnership.

- 3.9 In cases where a person or persons, a partnership, close corporation, firm or company enters business for the very first time, the following particulars shall be provided:

- 3.9.1 By whom, or with whose assistance, was the business plan drafted?
- 3.9.2 By whom, or with whose assistance, were the bid prices calculated?
- 3.9.3 Whose advice is relied on?
- 3.9.4 Who will provide financial support?

- 3.10 A list of references must accompany this bid. Particulars shall be submitted regarding similar agreements completed successfully or of projects which the bidder is engaged in.

3.11 CONFIDENTIALITY

The contractor's staff that comes into contact with the Department's confidential information and documents may be required to sign confidentiality agreements so as to protect the Department's information.

3.12 CONTRACT PERIOD

3.12.1 The contract period shall remain in force for a period of once-off from date of signing of official contracts.

3.12.2 The Department of Co-operative Governance and Traditional Affairs reserves the right to terminate the contract with any contractor should the contractor fail to fulfil his/her contractual obligations in terms of the contract.

3.13 DETAILS OF CURRENT CONTRACTS HELD BY THE BIDDER

3.13.1 The bidder must furnish the following details of all current contracts:

- (i) Date of commencement of contract/s;
- (ii) Expiry date/s;
- (iii) Value per contract; and
- (iv) Contract details. That is, with whom held, phone number and address/s of the company.

3.14 EQUAL BIDS

3.14.1 In the event that two or more bids have equal total points, the successful bid will be the one scoring the highest number of preference points for specified goals. Should two or more bids be equal in all respects, the Adjudication shall be decided by the drawing of lots.

3.15 EXECUTION CAPACITY

3.15.1 The bidder will be required to provide an efficient and effective service. Therefore, the bidder is required to submit proof that he/she has the required capacity to execute the contract tendered for successfully. The bidder must supply references or state his/her experience as a company to undertake the contract. References of past experience of owners/employees of new entities must accompany the bid document.

3.16 EXTENSION OF CONTRACT

3.16.1 An extension of contract may be considered. It is the normal policy that contracts are not extended. However, circumstances may arise whereby a contract cannot be renewed in time. If this is found to be the case, the right is reserved to approach existing contractor(s) to extend the contract for such period agreed to.

3.17 GENERAL EVALUATION CRITERIA

The Bid Evaluation Committee will assess offers and adhere to the following basic guidelines when evaluating.

- a. Whether all the required information called for in the bid document has been submitted by the bidder.

- b. Has the bidder supplied references or stated his/her experience as a Company to undertake the contract. References of past experience must accompany the bid document.
- c. The financial standing of the bidder and ability to render a service may be examined before an award of bid take place.
- d. Preferences will be taken into consideration by the Department in terms of the B-BBEE Scorecard.
- e. Documented reports received from an institution/s pertaining to past bad performance by a company who is tendering, may be taken into consideration.
- f. Did the bidder attend the site inspection?
- g. Will the bidder be in a position to successfully execute the contract?
- h. The 80/20 Point System will apply in the evaluation of this bid.

3.18 IRREGULARITIES

- 2.18.1 Companies are encouraged to advise the Department timeously of any possible irregularities which might come to their notice in connection with this or other contracts.

3.19 JOINT VENTURES

- 3.19.1 In terms of the Supply Chain Management Policy Framework, a consortium or joint venture may, based on the percentage of the contract value managed or executed by respective members.
- 3.19.2 Should this bid be submitted by a joint venture, a certified copy of the joint venture agreement **must** accompany the bid document before the closing date and time of bid. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.
- 3.19.3 A trust, consortium or joint-venture must obtain and submit **a consolidated B-BBEE Status Level Verification Certificate**. The non-submission of a consolidated B-BBEE Certificate by a company will result in preference points not being allocated to such company. Failure to submit the joint venture Agreement will result in preference points not being allocated to all companies participating in the joint venture.

3.20 LATE BIDS

- 3.20.1 Bids are late if they are received at the address indicated in the bid documents after the closing date and time.
- 3.20.2 A late bid shall not be considered and, where practicable, shall be returned unopened to the Bidder, accompanied by an explanation.

3.21 NOTIFICATION OF ADJUDICATION OF BIDDER & ADVERTISING OF RESULTS

- 3.21.1 Notification of the Adjudication of bid shall be in writing by a duly authorized official of Co-operative Governance and Tradition Affairs' Supply Chain Management unit.

3.22 PRO RATA DECREASE OF COMPENSATION

- 3.22.1 Should the services not be rendered to the satisfaction of the Department and unsatisfactory items/ aspects/ events have already, in writing, been brought to the attention of the Contractor, the Department reserves the right in terms of paragraph 3.27 hereunder, to retain payment to the Contractor for as long as the unsatisfactory service continues.

3.23 CENTRAL SUPPLIERS DATABASE

- 2.23.1 A bidder submitting an offer must be registered on the Central Suppliers Database. A bidder who has submitted an offer and is not registered on the Central Suppliers Database will not be considered.
- 3.23.2 Each party to a Joint Venture/Consortium must be registered on the Central Suppliers Database at the time of submitting the bid.

3.24 SUBMISSIONS AND COMPLETION OF SBD 6.1

- 3.24.1 Bidders are to complete SBD 6.1 document where applicable. Failure by the bidder to submit a valid B-BBEE status level verification certificate will result in the bidder not being considered for preference points allocation. If the information required is not applicable to the business, clearly insert the symbols "N/A" in the appropriate space. If the space provided is left blank, it will be regarded as information that is still outstanding and the SBD 6.1 will not be processed further.

3.25 TERMINATION OF SERVICES

- 3.25.1 Should the Contractor fail to meet the conditions of this contract, or continue rendering unsatisfactory service, the Employer reserves the right to terminate the contract, after written notification has been served on the Contractor, with retention of the right to recover from the Contractor any losses which the Employer may suffer/incur as a result of the failure, without prejudicing any other rights it may have.

3.26 TAX CLEARANCE CERTIFICATE

- 3.26.1 The original Tax Clearance Certificate must be submitted with the bid before the closing date and time of the bid. Failure to submit a valid Tax Clearance Certificate will invalidate your bid unless a valid, as at the closing date of this bid, original Tax Clearance Certificate is already in the possession of the Departments Supply Chain Management Unit. In this regard, a clear reference must be provided e.g. bid number.
- 3.26.2 Each party to a Joint Venture/Consortium must submit an original valid Tax Clearance Certificate together with the bid before the closing date and time of bid.

3.27 UNSATISFACTORY PERFORMANCE

- 3.27.1 Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.
- (i) Before any action is taken, the Department shall warn the contractor by registered/certified mail that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the contractor does not perform satisfactorily despite the warning the Department will:
- (a) take action in terms of its delegated powers
- (b) make a recommendation for cancellation of the contract concerned.

3.28 VALIDITY PERIOD AND EXTENSION THEREOF

- 3.28.1 The validity (binding) period for the bid must be **120** days from close of bid. However, circumstances may arise whereby this Department may request the bidders to extend the validity (binding) period. Should this occur, the Department will request bidders to extend the validity (binding) period under the same terms and conditions as

originally tendered for by bidders. This request will be done before the expiry of the original validity (binding) period.

3.29 VAT

2.29.1 Bid prices must be inclusive of VAT.

2.29.2 A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:

- (a) The name, address and registration number of the supplier;
- (b) the name and address of the recipient;
- (c) an individual serialized number and the date upon which the tax invoice is issued;
- (d) a description of the goods or services supplied;
- (e) the quantity or volume of the goods or services supplied;
- (f) either :–
 - (i) the value of the supply, the amount of tax charged and the consideration for the supply; **or**
 - (ii) where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

3.30 REGISTERED ADDRESS

The Department provides the following:

Street address as it's *domicillium citandi et executandi* in respect of any lawsuit which might result from or bears relevance to this contract, as well as for purposes of notice to :
The Head SCM Unit, KwaZulu-Natal Co-operative Governance and Traditional Affairs

14 th floor, South Tower, Natalia Building. 330 Langalibalele Street PIETERMARITZBURG 3200	Private Bag X9078, PIETERMARITZBURG 3200
--	--

SECTION M

OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

Site/building/institution involved: **66 SHORTTS RETREAT ROAD, PROVINCIAL DISASTER
MANAGEMENT CENTRE, TRAINING ROOM, MKHONDENI, PMB**

Bid No: **ZNT 1907/2018 LG**

Service: **APPOINTMENT OF A SERVICE PROVIDER (S) TO MANUFACTURE AND DELIVER 6 x
FIRE AND RESCUE ENGINES WITH FITTED EQUIPMENT.**

THIS IS TO CERTIFY THAT (NAME):

ON BEHALF OF:

ATTENDED THE BRIEFING SESSION ON: **15 FEBRUARY 2019 at 11:00 am at 66 SHORTTS
RETREAT ROAD, PROVINCIAL DISASTER MANAGEMENT CENTRE, TRAINING ROOM,
MKHONDENI, PMB**

AND IS THEREFORE FAMILIAR WITH THE CIRCUMSTANCES AND THE SCOPE OF THE
SERVICE TO BE RENDERED.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE
(PRINT NAME)

DATE:

.....
SIGNATURE OF DEPARTMENTAL REPRESENTATIVE
(PRINT NAME)

.....
DEPARTMENTAL STAMP:
(COMPULSORY)

DATE:



cogta

**Department:
Co-operative Governance and Traditional Affairs
PROVINCE OF KWAZULU-NATAL**

ZNT1907/2018LG

**APPOINTMENT OF A SERVICE PROVIDER (S)
TO MANUFACTURE AND DELIVER 6 x FIRE
AND RESCUE ENGINES WITH FITTED
EQUIPMENT.**

Name of Bidder :
(bidder to complete)

In terms of the Copyright Act No. 98 of 1978, no part of this document may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording or by any information storage and retrieval system, without permission in writing from KZN Province Department of Cooperative Governance and Traditional Affairs.

SECTION 1: DEFINITION OF TERMS & SERVICES REQUIRED

The following definitions of terms will apply in respect of this contract.

1. AGREEMENT

This comprises the agreement signed by the parties, the conditions of the bid, the bid and the accepted document, the agreement conditions and the specifications.

2. CONTRACT PERIOD

The period during which the service is to be rendered and originally determined in the agreement, or as amended, extended or renewed in accordance with the stipulations of the agreement.

3. CONTRACTOR

The person/s, partnership, closed corporation, firm or company, whose bid was accepted for this service.

4. CONTACT PERSON

The Department of Co-operative and Traditional Affairs shall appoint an Official who shall be the contact person on all matters pertaining to this contract.

5. DEPARTMENT

The Department is the Department of Co-operative Governance and Traditional Affairs. (CoGTA)

6. PARTIES

The Department of Co-operative Governance and Traditional Affairs on the one part and the Contractor on the other part.

7. SERVICES REQUIRED AND KEY COMPETENCIES

7.1 Service provider(s) must manufacture **3 x Fire and Rescue Engines in a 1428 4x4 DOUBLE CABIN CHASIS with firefighting superstructure and fitted equipment.**

7.2 The Department of CoGTA invites reputable service provider(s) to manufacture and deliver 3 x Fire Engines with fitted equipment. Refer to details under “**Scope of Work**” below.

7.2 The service provider(s) appointed to undertake this project should demonstrate the following key competencies:

7.2.1 Proof of accreditation with MIB

7.2.2 Proof of membership to dealership organisation

7.2.3 Proven record of supplying FIRE ENGINES to other organ of the state

7.2.4 Technical skills to interpret requirements by the End-User.

7.2.5 In-depth knowledge and experience in the field of manufacturing of FIRE ENGINES.

SECTION 2: NOTES AND CONDITIONS TO THE BIDDER

1. BACKGROUND:

- 1.1. The Department has now have a stand-alone building designated as Provincial Disaster Management Centre (PDMC) situated in Mkondeni. The Disaster Management Business Unit is required to perform all the tasks set for the PDMC in line with the legislations and mandates as well as the APP targets for the department. To this end, the Department is required to establish Fire & Rescue Services Unit within the Provincial Disaster Management Centre.
- 1.2. Section 154 of the Constitution stipulates that National and Provincial Government have a responsibility to support and strengthen capacity of municipalities to manage their own affairs, to exercise their powers and perform their functions.
- 1.3. The Department of Cooperative Governance and Traditional Affairs has a constitutional obligation to support and develop capacity in municipalities, in order to enable municipalities to perform their constitutional mandate. This obligation can only be fully realized if the designated Units are established, filled with seasoned and skilled personnel to perform the specialized tasks.
- 1.4. Section 83 of Municipal Structures Act (117 of 1998) allocates powers to plan, coordinate and regulate a fire service to the district. Furthermore, the district is instructed to perform specialized firefighting services such as mountain veld and chemical fire services. The district is also empowered to coordinate the standardization of infrastructure, vehicles, equipment and procedures.
- 1.5. In line with the Disaster Management Act, should any incident overwhelms the capacity of the primary and secondary responders, it should be escalated to the Province for interventions and the PDMC requires developing such capacity to be able to assist where required from time to time.
- 1.6. Whilst part B of the Constitution stipulates that a local municipality has autonomy to perform fire-fighting function within its jurisdiction, the PDMC assessment of the current status reveals that most municipalities have limited capacity to deal with major incidents and thus a need exists to develop a provincial capacity to intervene.

2. PURPOSE:

- 2.1. The purpose of this bid is to ensure that the Department is able to support municipalities on fire and rescue services function and
- 2.2 To contract a reputable service provider(s) to manufacture and deliver 3 x Fire and Rescue Engine with fitted equipment in a **1428 4x4 DOUBLE CABIN CHASIS** with firefighting superstructure and fitted equipment.

3. DETAILED SCOPE OF WORK (per Fire Engine)

Item	Description
Fire and Rescue Pump	Manufacture and deliver 3 x Fire and Rescue Pumper with a 3000 LPM pump system, 3000 litres water tank and 300 foam tanks.
Vehicle type	Suitable for ON and OFF ROAD firefighting and rescue purpose with sufficient power to negotiate steep inclines with full load.
Colour	Fire Engine red
Engine	Type: 4 – stroke, intercooled turbocharged diesel.

	<p>Number of cylinders and arrangement: 6 in – line.</p> <p>Output: 205 KW (279 hp) @ 2200 r/min.</p> <p>Max. torque: 1100 n.m @ 1200 to 1600 r/m</p> <p>Air compressor capacity: 370 l/min @ 10 bar back pressure</p>
Transmission	Automatic 4x4 with retarder
PTO	859-b/1.7:1 flange drive
Transfer case	3 – shaft case with differential lock
Front Axle	Type: non-driven, rigid knuckle yoke axle. capacity: 6,1 Ton
Rear Axle	Live axle with hypoid gearing (differential lock) axle ratio: 5,222:1 Load capacity 10.8 Ton
Steering	Power assisted, recirculating ball with variable steering ratio 17.4 – 20.7;1
Suspension	<p>Front: Twin- leaf parabolic springs</p> <p>Rear: Multi-leaf parabolic springs with support springs</p> <p>Shock absorbers twin-tube shock absorbers front and rear</p> <p>Stabilizers: Front and Rear</p>
Brakes	<p>Service: Dual – circuit air brakes with ABS/ALB and drum brakes all round</p> <p>Parking: Spring-brakes cylinder acting on rear wheels</p> <p>Auxiliary: Air-Air-actuated engine brakes with decompression valve</p> <p>Compressed air drier: single chamber desiccant cartridge</p>
Cab	<p>Type: Long cab, prepared to retro-fit a crew cab</p> <p>Features:</p> <p>The standard 2 steel door cab must be professionally converted into crew cabin with GRP. The cabin interior must be upholstered with high quality durable automotive material. The extended crew cabin will be fitted with a bench seat that can be lifted. The bench seat must be fitted with SABS approved lap type seat belts and four (4) SCBA brackets with quick release mechanisms. The GRP extended crew cab must be SABS tested to comply with ECE 29 standard regulations (SABS certificate must be submitted).</p> <p>Fitted with 4 x standard breathing apparatus, 2 spare oxygen bottles and portable compressor for filling of oxygen bottles.</p>
Electric rewind winch	A 5436 kg electric rewind winch must be fitted in either 350 mm bumper extension or chrome bull bar
Rear tow eyes and cut away	Two heavy duty tow eyes must be fitted to the rear of the vehicle. The rear of the vehicle must be slanted to enhance departure angle.
Fire Fighting Pump	<p>Rear mounted centrifugal fire pump with simultaneous normal and high pressure supply and around the pump Class B foam proportioning system.</p> <p>Location: enclosed in an enclosed pump bay that opens by means of a roller shutter</p> <p>Performance: Normal pressure maximum output of 3800 lpm at 10 bar</p> <p>Drive: From engine chassis via PTO (Power take off) and balanced propeller shaft</p> <p>Priming: The pump must be fitted with an electric priming system</p> <p>Pressure relief valve: The pump must be equipped with a pressure relief valve</p> <p>Suction lift: Geodesic suction height of 3 meters</p> <p>Pump intake: one inlet with blank cap and chain</p> <p>Pump discharge: Four (4) 65 mm outlets BS outlets with blank caps with 2 mm centre holes (2 high pressure outlets to hose reels)</p>
Tank top pump	A pneumatic butterfly valve must be furnished from the tank to the pump complete with a

pumping	flexible connection and enclosed in the pump connection.
Tank fill from the hydrant	A gated 65 mm fill line from the side of the tank must be furnished so that the tank can be filled from the pump via the pressure outlet of the pump. Fill line must be ball valve operated.
Water tank	The booster tank must be of a specific configuration and must be so designed to be completely independent of the body and compartments. All joints and seams have to be tested for maximum strength and integrity. The capacity of the booster tank must be 3000 litres. An integrated foam tank of 300 litre must be constructed of GRP and guaranteed for the lifetime of the vehicle. The water tank must be constructed of GRP and guaranteed for the lifetime of the vehicle. The sump (38 mm drain valve) at the bottom and used as a combination for clean out and tank drain must be furnished. An anti-swirl plate must be located above the sump. Manhole covers to be furnished with a man lid breather to release any build up pressure in the water/foam tank.
electric drive hose reel	Two high pressure electric rewind hose reels must be mounted in the rear lockers, one on each side of the vehicle. The reel will be furnished with standard 30m x 25mm dia. High pressure hose and with a high pressure select flow fog gun, secured next to hose reel within bracket.
Aluminium firefighting superstructure	The superstructure must be manufactured from aluminium plate and extrusions.
Apparatus body sub frame	The apparatus body sub-frame has to be constructed entirely of heavy structural channel material. Two full frame length longitudinal steel channels form the sides of the body sub-frame and sides of the water tank cradle. Sub frame cross members must be fabricated with heavy steel channel cross members welded to the longitudinal body sub frame sides and the full length frame pads. Two full frame length flat steel frame pads must be attached to the body sub-frame and rest on top of the chassis frame rails for proper frame weight distribution.
Hard suction hose storage trays	2 x 3 meter hard suction hoses have to be mounted in fabricated aluminium cradle type compartments on the roof of the super structure. The hoses have to fit the size of the pump inlet. A suction strainer must be supplied to fit the suction hose rear end.
Compartments	<p>Seven (7) body compartments must be furnished as follows:</p> <ul style="list-style-type: none"> • Two compartments ahead of the rear wheels with full height roller shutter doors one on either side of the unit. • Two compartments above the rear wheels with full height roller shutter doors on one either side of the vehicle • Two compartments behind the rear wheels with full height roller shutter doors one on either side of the unit • One pump compartments at the rear of the unit closing with a roller shutter door. <p>Each of the lockers must be fitted with an aluminium adjustable shelf and one with a pull out shelf for the generator. The interior of the lockers will be coated with a durable marble type finish which ensures long life and added durability on the vehicle. All lockers have to be provided with life time retaining straps to hold equipment in place.</p>
Roller shutter compartment doors	Roller shutter compartment doors must be fitted to the compartments and pump bay. All compartments doors must be fitted in a flush style so that the entire door fits flush against the apparatus body sides. The roller shutter doors have to be fully enclosed within structural members and must not obstruct the clear door opening. All compartment doors must be provided hollow core weather stripping to provide a weather tight seal at the door opening

	and to prevent road spray and debris from entering the compartment. All roller doors must be fully lockable. Locker lights switch on automatically when doors are opened and a master switch and locker door open warning must be supplied in the cab.
Slip resistant walk	All exterior surfaces designated as stepping, standing and walking areas, must have an aluminium tread plate slip resistant finish.
Rear access ladder and grab handles	One rear access ladder must be provided and mounted on the rear of the apparatus body to provide easy access to the roof of the vehicle. Grab handles will be fitted in all required rail.
Rub rails	Rub rails must be fitted to the sides of the body. Yellow reflective SABS tape has to be recessed in the rub rail.
Ladder gantry system	A hydraulically operated ladder rack which allows the operator to remove the ladders from the ground must be provided. One 7.4m aluminium extension ladder and one 4.8m roof (hook) ladder must be securely mounted on the gantry and be supplied with the appliance.
Electrical	The body electrical system must be designed specifically for the apparatus body. Electrical wiring and cables must be fastened to the frame or body structure of the apparatus and furnished with protective looms, grommets, and other devices at each point where they pass through body panels or structural members or wherever they lay against a sharp metal edge. Where any through the frame connectors are provided, any such connector and or wiring must be protected from shearing or tearing. A main isolation battery shut off switch must be provided near the battery.
Compartment lighting	All equipment compartments must be provided with clear protected compartment lights mounted in the compartments. All lockers illuminate automatically when compartment doors are opened.
Pump compartment work light	A pump compartment work light must be provided and installed within the pump compartment area complete with a switch.
Deck light	Two (2) chrome plated top mounted rear deck lights must be provided.
Step and ground lights	Sufficient lighting has to be supplied for illuminating work areas, steps, walkways and ground areas around the apparatus. Lighting in areas under the cab doors activate automatically when doors exist is opened.
Upper level warning lights	Two (2) grid protected red rotating lights mounted at the rear on top of the body.
Lower level warning lights	LED strobe lights must be fitted as follows: <ul style="list-style-type: none"> • Three on either side of the vehicle • Two on the front • Two at the rear
Non warning lights	Three rectangular shaped amber colour marker lights to be fitted to each side of the vehicle and recessed in rub rail.
Rear vehicle lights	In addition to the normal rear lights, one 177mm red, one 177mm amber, and one 177mm clear light must be installed on each side of the vehicle.
Back up alarm	An electric back up alarm must be fitted to the vehicle
Electronic Siren and PA system	An electronic 3 tone siren with hyper, yelp and auxiliary tones with hard wired microphone, PA system and speaker and the speaker must be provided and controls mounted in the cab.
Emergency lights	The following emergency lighting must be provided: <ul style="list-style-type: none"> • One emergency light bar fitted to the roof of the vehicle • A pneumatic light mast with 3 x 500 watt lights to be supplied and fitted in the left front compartment.
Generator	A 5 kVA generator to power the lights mast must be supplied and mounted on a slide out tray in one of the lockers.

Wheel painting	The exterior faces of the front and rear wheels will be chrome finish.
Paint body to match chassis	The apparatus body to be painted to match the chassis. The colour of the vehicle must be fire engine red.
Lettering and reflective safety strips	A 100mm wide white reflective stripe must be affixed to each side of the vehicle. A white reflective stripe shall also be affixed to the front of the vehicle.
Miscellaneous	Two (2) sets of keys to be supplied for the following: <ul style="list-style-type: none"> • Ignition • Cabin doors • Locker doors
Signs and labels	All labels must be in English. Instructions plates will be fitted at all points of note on the superstructure.
Accessories	One (1) each of the following accessories must be supplied: <ul style="list-style-type: none"> • Vehicle jack with handle • Wheel wrench • Pair of reflective triangles • Tool roll
Manuals	The following manuals must be supplied: <ul style="list-style-type: none"> • One (1) x vehicle operators handbook • Two (2) x operation manuals • One (1) equipment catalogues for the applicable equipment mounted on vehicle • One tank manual handbook
Ancillary equipment	The following equipment must be supplied and securely mounted on the Fire Fighting vehicle: <ul style="list-style-type: none"> • 4 x 3m x 152 had suction hose • 4 x hard suction hose mount racks • 2 x suction wrenches • 1 x metal suction strainer • 1 x basket strainer • 1 x set of wheel chocks • 1 x generator 5 kVA • 1 x heavy duty • 4 x SCBA sets with 2 x spare bottles • 1 x portable compressor to fill up oxygen bottles.
Warranty/ Guarantees	The following are the list of warranty and guarantees: <ul style="list-style-type: none"> • Guarantee provided on the engine, gearbox, driveshaft and driven axles must be specified. • The GRP water and foam tanks must be guaranteed for the lifetime of the vehicle • Painting and wording to be guaranteed for three (3) years or more • 2 years pump warranty • 3 years guarantee for superstructure and doors • 3 years or more guarantee for electrical system • 5 years guaranteed for plumbing • 1 year on electrical
Registration	The fire and rescue pumpers must be completely registered with Department of CoGTA's name on delivery.

3.1 EQUIPPED WITH EQUIPMENT (JAWS OF LIFE)

Jaws	Spreader & Ram	Cutter
<ul style="list-style-type: none"> Operating pressure 630-720 bar 	<ul style="list-style-type: none"> Length extended 1600 mm 	<ul style="list-style-type: none"> Cutting force max: 1102 kn
<ul style="list-style-type: none"> Power: 3.5 KW 	<ul style="list-style-type: none"> Length retracted 915 mm 	<ul style="list-style-type: none"> Length 770 mm
<ul style="list-style-type: none"> Power unit: 4-cycle gas engine (large) 	<ul style="list-style-type: none"> Height: 180 mm 	<ul style="list-style-type: none"> Height 210 mm
<ul style="list-style-type: none"> Horse reels: side mount 2 x 30 M 		

3.2 FEES AND DISBURSMENT

- 3.2.1 Payment must be 50% of the contract value upon chassis arrival to the appointed service provider (manufacture) of the superstructure. The remainder of the contract value upon delivery.

4. DELIVERABLES AND OUTPUTS:

- 4.1. Signing of a service level agreement and a contract with the Department of CoGTA
- 4.2. Manufacture and deliver Fire Engine(s) to the Department of CoGTA within six (06) months after receiving an order / appointment letter to supply the FIRE EMNGINE(S)
- 4.3. The fire engine(s) should be registered with Department of CoGTA registering authority (Department of Transport) before delivery.
- 4.4. There should be training of drivers and crew within 2 weeks on delivery.

5. PERIOD MANAGEMENT AND TIME FRAME

- 5.1 The service provider(s) will work closely with the Department of CoGTA.
- 5.2 The service provider(s) shall deliver the fire engine(s) not later than six (06) months from the date of the issue of an order, however this can the contract can be terminated when there is proof of under-performance or work sub-standard by the service provider(s).

6. GENERAL

- 6.1 Branding colours will be provided in necessary, preferable red.
- 6.2 The vehicle must have a substantial bumper and towing eye in front
- 6.3 Reflective tape 80% of the length of chassis – cab and body as per road traffic act, vehicle to comply with all respects to Road Traffic Act and Regulations

7. ELIGIBILITY CRITERIA

The table hereunder provides additional documents of evidence over and above the standard bid documents which must be provided by the bidder when submitting his/her bid document.

FAILURE TO INCLUDE all the required documentation as stated below WILL result in the DISQUALIFICATION of the bid:

Additional documents of evidence for qualification		Yes / No
Organisational Requirements	MIB Certificate (bodybuilder)	
	B-BBEE Certificate	
	Certified ID Copies	
	List of Vehicles Manufactured and Delivered	
	CSD Registration Report	
	UIF Certificate	
	COIDA Certificate	
	Original Tax Clearance	
	ISO Certificate	
	VAT Certificate	
	Company Profile	
	Company Registration Documents	
	Bank Rating Letter	
	ENATIS Model Number Certificate	
	Appointment Letters/ Orders received from State Organs	
	Proof of registration with National Regulation for Compulsory Specification (NRCS)	

8. EVALUATION CRITERIA FOR MEASURING FUNCTIONALITY (95 points)

8.1 All bids received will be evaluated by a panel on a basis of functionality. The following functionality criteria will be applicable and the maximum weights of each criterion are stated in brackets in the table below:

FUNCTINALITY CRITERIA	POINTS ALLOCATION
<ul style="list-style-type: none"> Capacity and Expertise to undertake the project: <ul style="list-style-type: none"> ✓ Valid MIB registration ✓ Homologated by SABS with a ENATIS model number Valid registration with National Regulation for Compulsory Specification (NRCS) (45 points) 	<p>Bidders must submit a certified copy of certificates:</p> <ul style="list-style-type: none"> Valid MIB registration = 10 points Homologated by SABS with a ENATIS model number = 15 points Valid registration with National Regulation for Compulsory Specification (NRCS) = 20 points
PREVIOUS EXPERIENCE (25 points)	<p>Bidders must attached proof of experience where fire engines were supplied to state institution and a signed appointment letter/order accompanied by sign positive reference letter relating to the experience to be attached for points to be awarded and points will be allocated as follows:</p> <ul style="list-style-type: none"> Each appointment letter/order accompanied by a positive reference letter where a fire engine(s) was supplied to state institutions will be awarded 5 points to the maximum of the 25 points. NB: Points will be awarded per state institutions where more than one appointment letter/order

	together with a positive reference letter that is submitted from the same state institution only one will be considered.
BANK RATING (25 points)	<p>Bidders must submit a stamped letter from the bank with a rating not older than 3 months and points will be allocated as follows:</p> <ul style="list-style-type: none"> • Bank stamped letter B rating = 25 points • Bank stamped letter C rating = 15 points • Bank stamped letter D rating = 10 points • Bank stamped letter E rating and below 0 points = 0 point.

A bidder that scores less than 57 points (60%) out of 95 (100%) points in respect of “functionality” will be regarded as submitting a non-responsive bid and will be disqualified.

10 BRIEFING SESSION

There will be a compulsory formal briefing on **15 February 2019 at 11:00 am at 66 Shortts Retreat Road, Provincial Disaster Management Centre, Training Room, Mkhondeni, PMB**

Bidders must ensure that the briefing session certificate contained in the tender documents is signed at the meeting, as failure to do so will invalidate the bid.

11. PRICING BIDS

The Department reserves the right to contact bidders to –

- 1) Obtain clarity where information is incomplete or where a lack of clarity exists about technical aspects of the bid; and
- 2) Obtain confirmation of prices in cases where it is obvious that a written, typed or transcription error, or an error in the unit price has been made.

12. ENQUIRIES

12.1 All **enquiries** regarding **bid matters** should be directed to:

THE HEAD OF DEPARTMENT
DEPARTMENT OF COOPERATIVE GOVERNANCE AND TRADITIONAL
AFFAIRS
PRIVATE BAG X 9078
PIETERMARITZBURG
3201
ATTENTION:
TEL:

12.2 All **enquiries** relating to the **scope of work** must be addressed to

THE HEAD OF DEPARTMENT
DEPARTMENT OF COOPERATIVE GOVERNANCE AND TRADITIONAL
AFFAIRS
PRIVATE BAG X 9078
PIETERMARITZBURG
3201

ATTENTION: Mr JM Ndlazi
TEL: 033- 846 9003/081 385 8362

ANNEXURE "C"

GENERAL CONDITIONS OF CONTRACT

DEFINITIONS: The following terms shall be interpreted as indicated:

- (a) **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids.
- (b) **"Contract"** means the written agreement entered into between the Province and the Contractor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (c) **"Contract price"** means the price payable to the Contractor under the contract for the full and proper performance of his contractual obligations.
- (d) **"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.
- (e) **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- (f) **"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 recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- (g) **"Day"** means calendar day.
- (h) **"Delivery"** means delivery in compliance with the conditions of the contract or order.
- (i) **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
- (j) **"Delivery into consignees store or to his site"** means delivery and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the Contractor bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- (k) **"Dumping"** occurs when a private enterprise abroad market its goods and services 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.
- (l) **"Force majeure"** means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such event may include, but is not restricted to, acts of the Province in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- (m) **"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.
- (n) **"GCC"** means the General Conditions of Contract.
- (o) **"Goods"** means all the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- (p) **"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 Contractor 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 supplies covered by the bid will be manufactured.

- (q) **"Local content"** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- (r) **"Manufacture"** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- (s) **"Order"** means an official written order issued for the supply of goods or works or the rendering of a service.
- (t) **"Project site"** where applicable, means the place indicated in bidding documents.
- (u) **"Province"** means the procuring Department, incorporating the KwaZulu-Natal Provincial Legislature.
- (v) **"Republic"** means the Republic of South Africa.
- (w) **"SCC"** means the Special Conditions of Contract.
- (x) **"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 Contractor covered under the contract.
- (y) **"Written"** or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

1. CESSION OF CONTRACTS

- 1.1 The Contract is personal to the Contractor who shall not sub-let, assign, cede or make over the Contract or any part thereof, or any share of interest therein, to any other person without the written consent of the Province, and on such conditions as it may approve.
- 1.2 This sub-clause shall not apply to sub-contracts given to regular suppliers of the Contractor for materials and minor components relating to the goods or services supplied. The Province reserves the right to require the Contractor to submit, for noting, the names of such sub-contractors in order to ascertain their registration on the Provincial Suppliers Database and they must be legal entities.

2. DISCREPANCIES

Should there appear to be any discrepancies, ambiguities or want of agreement in description, dimensions, qualities or quantities in the Contract, the Contractor shall be obliged to refer the matter to the Provinces' Representative for a decision, before proceeding to execute the Contract or part thereof in respect of which the said discrepancies, ambiguities or want of agreement appear to exist.

3. QUALITY AND GUARANTEE

- 3.1 All Goods supplied shall be equal in all respects to samples, patterns or specifications where such are provided. Any changes to quality or brands will have to be approved by the Province, as this is a change to the conditions of the contract.
- 3.2 Should the Province, after the award of the Contract and/or during the manufacture of the goods specified, decide on a variation or alteration to the specification, either at the suggestion of the Contractor or otherwise, which will be to the Province's advantage, such variation or alteration shall be performed to the Province's satisfaction. Any variation in the Contract Price arising there from shall be subject to agreement between the Province and the Service Provider.
- 3.3 The Contractor shall not be relieved of his obligations with respect to the sufficiency of the materials and workmanship and the quality of the Goods supplied by the reason of no objection having been taken thereto by the Province's Representative at the time the Goods were delivered.
- 3.4 The Contractor 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 Contractor 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 Service Provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of the final destination.
- 3.5 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in the Special Conditions of Contract.
- 3.6 The Province shall promptly notify the Contractor in writing of any claims arising under this warranty. The Contractor shall immediately remedy the said defect free of cost to the Province. Should the Contractor delay remedial work in excess of time stipulated by the Province's representative, the Province may have such remedial work executed at the Contractor's expense. Should the Province decide that the defect is such that it cannot be remedied, the Goods may be rejected. Such rejected goods shall be held at the risk and expense of the Contractor and shall, on request of the Province, be removed by him immediately on receipt of notification of rejection. The Contractor shall be responsible for any loss the Province may sustain by reason of such action as the Province may take, in terms of this clause.
- 3.7 The risk in respect of the Goods purchased by the Province under the contract shall remain with the Contractor until such goods have been delivered to the Province.
- 3.8 The principle feature of the Goods and Work are described in the Goods or Services Information, but the Goods or Services Information does not purport to indicate every

detail of construction, fabrication or arrangements of Goods and Works necessary to meet the requirements. Omission from the Goods or Services information of reference to any part or parts shall not relieve the Contractor of his responsibility for carrying out the Work as required under the Contract.

- 3.9 If any dispute arises between the Province and the Contractor in connection with the quality and guarantee of the Goods, either party may give the other notice in writing of the existence of such dispute, and the same shall thereupon be referred to arbitration in South Africa by a person mutually agreed upon by both parties. The submission shall be deemed to be a submission to arbitration within the meaning of the terms of the arbitration laws in force in the Republic of South Africa.

4. FAILURE TO COMPLY WITH CONDITIONS AND DELAYED EXECUTION

- 4.1 If a bidder amends or withdraws his/her/their bid after the closing time but before the bidder is notified that his/her/their bid has been accepted, or when notified that his/her/their bid has been accepted, he/she/they fail/fails, within the period stipulated in the conditions of bid or such extended period as the Province may allow, to sign a contract or to provide security when requested to do so, he/she/they shall, unless the Province decides otherwise, and without prejudice to any other right which the Province may have under paragraphs 4.2 and 4.4, including the right to claim damages if a less favourable bid is accepted or less favourable arrangements are to be made, forfeit any deposit which may have been made with the bid.
- 4.2 Should the contractor fail to comply with any of the conditions of the contract, the Province shall be entitled, without prejudice to any of its other rights, to cancel the contract.
- 4.3 Upon any delay beyond the contract period in the case of a supplies contract, the Province shall, without canceling the contract, be entitled forthwith to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any supplies delivered later at the contractor's expense and risk, or forthwith to cancel the contract and buy such supplies as may be required to complete the contract, and without prejudice to its rights, be entitled to claim damages from the contractor.
- 4.4 Upon any delay beyond the contract period in the case of a service contract, the Province shall, without prejudice to any other right and without canceling the contract, be entitled forthwith to arrange the execution of the service not rendered in conformity with the contract or to cancel the contract, and without prejudice to its other rights, be entitled to claim damages from the contractor.
- 4.5 In the event of the Province availing itself of the remedies provided for in paragraph 4.2 -
- 4.5.1 the contractor shall bear any adverse difference in price of the said supplies services and these amounts plus any other damages which may be suffered by the Province, shall be paid by the contractor to the

Province immediately on demand, or the Province may deduct such amounts from moneys (if any) otherwise payable to the contractor in respect of supplies or services rendered or to be rendered under the contract or under any other contract or any other amounts due to the contractor; or

- 4.5.2 if the Contractor fails to supply the goods or render the service within the period stipulated in the contract, the Province shall have the right, in its sole discretion, to claim any damages or loss suffered.
- 4.6 No damages shall be claimed in respect of any period of delay which the contractor can prove to be directly due to a state of war, sanctions, strikes, lockouts, damage to machinery as a result of accidents, fire, flood or tempest or act of God, which could not be foreseen or overcome by the contractor, or to any act or omission on the part of persons acting in any capacity on behalf of the Province.
- 4.7 If the delivery of the supplies or the rendering of the service is likely to be delayed or is in fact being delayed on account of any of the reasons mentioned in paragraph 4.6, full particulars of the circumstances shall be reported forthwith in writing to the Province and at the same time the contractor shall indicate the extension of the delivery period which is desired.

5. PATENTS

- 5.1 The Contractor shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trademarks or other protected rights, and hereby indemnifies the Province against any claims arising there from.
- 5.2 The Contractor shall indemnify the Province against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the goods or any part thereof by the Province.

ANNEXURE "D"

CONTRACT FORM - RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to KwaZulu-Natal (hereinafter called the "Province"), **Co-operative Governance and Traditional Affairs**, in accordance with the requirements and task directives / proposals 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 date of the 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);
 - Filled in task directive/proposal;
 - 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 services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

.....

2

CONTRACT FORM - RENDERING OF SERVICES**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

I..... in my capacity as.....
 accept your bid under reference numberdated.....for the rendering of services indicated
 hereunder and/or further specified in the annexure(s).

1. An official order indicating service delivery instructions is forthcoming.
2. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

SBD 6.2**DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

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

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

1. General Conditions

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

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

Where

x is the imported content in Rand

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

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

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

- 1.6 A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and

- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
VEHICLE	30 %
CABIN CREW	100 %
SUPER STRUCTURE	100%
ASSEMBLY	100%

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

(Tick applicable box)

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

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

(Tick applicable box)

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

5.1. If yes, provide the following particulars:

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

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

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

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

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

IN RESPECT OF BID NO.

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

.....
NB

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

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.isp>. Bidders should first complete Declaration D. After completing Declaration

D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.**

Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

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

(b) I have satisfied myself that:

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

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

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

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

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

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

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

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

SATS 1286.2011

Annex C

Local Content Declaration - Summary Schedule

(C1)
Tender No.

(C2)
Tender description:

(C3)
Designated product(s)

(C4)
Tender Authority:

(C5)
Tendering Entity name:

(C6)
Tender Exchange Rate:

(C7)
Specified local content %

Pula

EU

GBP

Note: VAT to be excluded from all calculations

		Calculation of local content				Tender summary		
		Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content (C12)	Imported value (C13)	Local value (C14)	Local content % (per item) (C15)	Tender Qty (C16)
Tender item no's	List of items							Total tender value (C17)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	Total exempted imported content (C18)
								Total imported content (C19)

Signature of tenderer from Annex B

Date:

(C20) Total tender value

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

R 0

R 0

R 0

R 0

R 0

APPENDIX 2

DETAILS FOR COMPLETION OF AN ENVELOPE FOR A BID/QUOTATION

Section 1 paragraph 6 of this bid/quotation document indicates the requirements for addressing of an envelope when a bid/quotation is submitted to the Department. Kindly ensure the envelope is addressed correctly because if it is not properly addressed the bid/quotation may be rejected as being invalid and returned to the respective bidder. The correct manner in which it is to be addressed is detailed below:

EXAMPLE FORMAT**FRONT SIDE OF ENVELOPE**

Name and address of bidder: XYZ Consultants,
PO Box 1234,
Durban
4000

Bid/Quotation Number: ZNT 1907/2018 LG

Description:

APPOINTMENT OF A SERVICE PROVIDER (S) TO MANUFACTURE AND DELIVER 6 x FIRE AND RESCUE ENGINES WITH FITTED EQUIPMENT

Closing date: 28 FEBRUARY 2019

Closing time: 11:00

REVERSE SIDE OF ENVELOPE

Department's details and address:

The Head: Supply Chain Management
Department of Co-operative Governance and Traditional Affairs
13th Floor, North Tower
Natalia Building
330 Langalibalele Street
Pietermaritzburg
3201

RETURNABLE DOCUMENTS

BIDDERS ARE REQUIRED TO ATTACH THE FOLLOWING DOCUMENT TOGETHER WITH THEIR PROPOSAL ON THE CLOSING DATE OF THE BID:

CERTIFIED COPY OF B-BBEE STATUS VERIFICATION CERTIFICATE
VALID PIN STATUS FROM SARS VALID FOR A MINIMUM OF 12 MONTHS
COMPANY PROFILE
PROOF OF REGISTRATION WITH CENTRAL SUPPLIER DATABASE (CSD)
PDF COPY OF PROPOSAL ON A DISC (COMPULSORY)

ANNEXURE "B"

GENERAL CONDITIONS OF CONTRACT¹

THE NATIONAL TREASURY
Republic of South Africa



GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

1. The General Conditions of Contract will form part of all bid documents and may not be amended.
2. Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

¹ A copy of the complete document set containing the General Conditions of Contract is available on www.kzncogta.gov.za/bids

**GENERAL CONDITIONS OF CONTRACT
TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
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. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices