



# STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT



## INVITATION TO BID: B/SM 60/16 SUPPLY AND DELIVERY OF A HYDRAULIC PLATFORM RESCUE PUMPER

Notice is hereby given that bids are invited from registered, qualified and suitably experienced professional service providers for the supply and delivery of a Hydraulic Platform Rescue Pumper to the Fire, Rescue and Disaster Management facility, Stellenbosch.

The tender document is available free of charge on our website at [www.stellenbosch.gov.za](http://www.stellenbosch.gov.za), however a non-refundable deposit of R250.00 per document is payable to the Stellenbosch Municipality if collecting a hard copy, during office hours, from The Supply Chain Management Unit, Stellenbosch Municipality, 1<sup>st</sup> Floor, Room no.121, Plein Street, Stellenbosch.

Queries relating to these documents may be addressed to Mr. TM Rhode at 021 808 8518 and technical queries to Mr. Wayne Smith on 021 808 8771 or 071 443 7337 or [wayne.smith@stellenbosch.gov.za](mailto:wayne.smith@stellenbosch.gov.za)

Sealed bids with the Bidder's name and address and the endorsement "**B/SM 60/16: HYDRAULIC PLATFORM RESCUE PUMPER**" on the envelope, must be placed in the bid box situated at the Stellenbosch Municipality, Plein Street, Stellenbosch or posted to The Stellenbosch Municipality, PO Box 17, Stellenbosch, 7599 to reach us not later than **Friday, 23 October 2015 at 12h00** after which the bids will be opened in public.

The bid box is accessible 24 hours a day and bids must be accompanied by the complete set of documents. Bids not accompanied by the complete bid document, will not be considered. Late, electronic format or faxed bids will not be considered and the Municipality does not bind itself to accept the lowest, part of or any bid.

Bids will be evaluated in accordance with the Supply Chain Management Policy of the Stellenbosch Municipality and the Preferential Procurement Policy Framework Act and the Preferential Procurement regulations, 2011. The 90/10 points system will be applicable.

PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTION	10
Total points for Price and B-BBEE	100

Municipal Manager  
Stellenbosch Municipality  
September 2015



POSTAL ADDRESS í

STREET ADDRESS í

TELEPHONE NUMBER

CODE í í í í NUMBER.....í í

CELLPHONE NUMBER

í ..í í í .....

FACSIMILE NUMBER CODE í í í í NUMBER í

E-MAIL ADDRESS í ..í í í

VAT REGISTRATION NUMBER

í ..í í í

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

HAS A MUNICIPAL ACCOUNT BEEN ATTACHED **YES/NO**

(IF YES, ENCLOSE PROOF / IF NO, GIVE REASONS)

IF LEASING/RENTING/LODGING/BOARDING-ATTACHED A COPY OF AGREEMENT

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

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

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

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

(iii) 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**

**Disclaimer:** I hereby exempt Stellenbosch Municipality against any claim(s) for damages that may arise in the execution of this formal quotation in accordance with the Occupational Health and Safety (OHS) Act and its associated regulations.

SIGNATURE OF BIDDER

í ..í í í .....

DATE í ..í í í .....

CAPACITY UNDER WHICH THIS BID IS SIGNED

í ..í í í .....

*Queries can be directed to Mr. Wayne Smith on 021 808 8771 or 071 443 7337 or [Wayne.Smith@stellenbosch.gov.za](mailto:Wayne.Smith@stellenbosch.gov.za) at Stellenbosch Municipality.*

Yours faithfully

MUNICIPAL MANAGER  
September 2015

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Municipal Manager  
Stellenbosch Municipality  
September 2015

# THE NATIONAL TREASURY

Republic of South Africa



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## GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

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## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 ~~C~~losing time+means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 ~~C~~ontract+means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 ~~C~~ontract price+means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 ~~C~~orrupt practice+means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 ~~C~~ountry of origin+means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 ~~D~~ay+means calendar day.
- 1.8 ~~D~~elivery+means delivery in compliance of the conditions of the contract or order.
- 1.9 ~~D~~elivery ex stock+means immediate delivery directly from stock actually on hand.
- 1.10 ~~D~~elivery into consignees store or to his site+means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 ~~F~~orce majeure+means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 ~~F~~raudulent practice+means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 ~~G~~CC+means the General Conditions of Contract.
- 1.15 ~~G~~oods+means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 ~~I~~mported content+means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or



duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

- 1.17 %Local content+means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 %Manufacture+means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 %Order+means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 %Project site,+where applicable, means the place indicated in bidding documents.
- 1.21 %Purchaser+means the organization purchasing the goods.
- 1.22 %Republic+means the Republic of South Africa.
- 1.23 %SCC+means the Special Conditions of Contract.
- 1.24 %Services+means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 %Supplier+means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 %Breach+means in breach of contract.
- 1.27 %Turnkey+means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 %Written+or %in writing+means hand-written in ink or any form of electronic or mechanical writing.

## **2. Application**

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

## **3. General**

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

## **4. Standards**

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

## **5. Use of contract documents and information inspection**

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. Patent Rights**

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

## **7. Performance security**

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

## **8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the

testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

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

## **9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental Services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty

obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

#### **14. Spare parts**

14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
- (b) in the event of termination of production of the spare parts:
- (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. Warranty**

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

#### **16. Payment**

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated.

#### **17. Prices**

17.1 Prices charged by the supplier for goods delivered and services performed under the contract

shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

### **18. Variation orders**

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

### **19. Assignment**

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

### **20. Subcontracts**

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

### **21. Delays in the supplier's performance**

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

### **22. Penalties**

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

### **23. Termination for default**

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of

default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

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

## **24. Antidumping and countervailing duties and rights**

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

terms of the contract or any other contract or any other amount which may be due to him.

## **25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

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

## **28. Limitation of Liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

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

## **29. Governing language**

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

## **30. Applicable law**

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

### **31. Notices**

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

### **32. Taxes and duties**

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

### **33. Transfer of contracts**

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

### **34. Amendment of contracts**

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

### **35. Prohibition of restrictive practices**

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.



## Specifications for B/SM 60/16

### **None compliance to specification will invalidate your offer.**

**NB:** Service providers are required to read and study the specification, its general condition of contract, as well as the instructions to them very carefully before submitting their offers.

### **TECHNICAL SPECIFICATIONS: HYDRAULIC PLATFORM RESCUE PUMPER**

The municipality of Stellenbosch is requesting bids for the supply and delivery of a Hydraulic Platform Rescue Pumper for the Stellenbosch Municipal Fire Brigade and Rescue Services Department at Banghoek and Cluver streets, Stellenbosch.

#### **1. General Conditions and Specifications**

- 1.1 All bids shall include a set of drawings of the apparatus showing all dimensions, including overall length, overall height, wheelbase, length to bumper, overall width and pertinent dimensions. The drawings shall also show elevations on both sides of the apparatus, front and rear elevation and plan view of the top of the apparatus that are to be included.
- 1.2 All proposals shall include a detailed description and specifications of the apparatus to be provided and other construction and performance details of components of the apparatus to be included.
- 1.3 Any options, alternated proposals or exceptions to the provisions of the bid are to be clearly marked Option, Alternate or Exception. Detailed descriptions are to be provided by the bidder. The Municipality will consider **options, alternate proposals or exceptions** if they are to be considered in the Municipalities best interest.
- 1.4 The general specifications listed herein shall be considered as minimum/approximate requirements. Where deviations are applicable **an approach of equal or better will be applied for evaluation** and the bidder shall therefore in the case of any deviation provide details in order for the evaluator to consider in terms of these parameters.
- 1.5 The Bidder shall clearly state the compliance with all applicable codes and legislation for the construction and assembly of the apparatus.
- 1.6 The apparatus and all components and equipment provided shall be of the manufacturer's latest model. All attachments, equipment or accessories **not specifically listed** in the specifications, but necessary for **the intent of and best practices for operation of the apparatus** and including quality workmanship and design shall be included in the bidder's documents. The Municipality expects this apparatus to have a useful service life of at least 25 years.
- 1.7 Each bid is to include the requirements for all things necessary, proper or incidental to furnishing of the complete Hydraulic Platform rescue pumper
- 1.8 The bidder shall indicate the manufacturer's technical capabilities and experience in the construction of Hydraulic Platform Rescue Pumper apparatus similar to bid, their ability to provide, maintenance and warranty service and a list of other similar apparatus delivered to other Municipalities.
- 1.9 The bidder is to provide at the time of delivery, at least two complete sets of service, operations and maintenance manuals, including wiring diagrams. These service manuals and wiring diagrams are to describe the Hydraulic Platform Rescue Pumper as built.

#### **2. Warranties**

- 2.1 The bidder shall provide a warranty for chassis, pump, body and all components of the apparatus. The warranty/warranties shall be fully described in the bid documents.
- 2.2 The bidder shall be the sole agent regarding administration of all warranties. The bidder shall be accountable for all warranty repairs and resolve all conflicts between component suppliers regarding warranty matters.
- 2.3 Each proposal shall include a list of authorised contractors and location of repair and/or service facilities for all warranty work on all major components of the proposed Hydraulic

Platform Rescue Pumper including the chassis, engine, transmission, body, pump and all other components covered by warranty.

### **3. Inspections**

The shall make provision for at least one final inspection at the manufacturer's premises, for a maximum of at least two (2) representatives from the Stellenbosch Municipality after completion of the vehicle, prior to the transportation, provision and delivery of the hydraulic platform to the Stellenbosch Municipal Fire Department. The travel, accommodation and sustenance expenses during the period of inspection will be for the cost of the successful bidder. Accommodation for the period would be in at least a three star hotel or equivalent.

4. General Specifications

Items listed are minimum requirements for this proposal

No	Description	Provided	Option	Alternate	Exception
1.	<b>Delivery</b>				
1.1	Delivery the bidder shall specify clearly the delivery date of the apparatus to the Stellenbosch Fire and Rescue Services Department, cr Banghoek & Cluver streets, Stellenbosch				
2.	<b>Unit Offered</b>				
2.1	The Bidder shall clearly describe the unit offered				
3.	<b>Compliance</b>				
3.1	The Bidder shall specify clearly compliance of the apparatus with applicable codes and standards e.g. EN, NFPA including testing and certification				
4.	<b>Chassis, Engine &amp; Gearbox</b>				
4.1	Type: Forward Control with right hand drive				
4.2	Output: (Approximates) range 265 to 300 kW @1900 rpm				
4.3	Torque (approx.) range 18 00 to 2 000 Nm at 1000 to 1400 rpm Emission level: in accordance with applicable standards				
4.4	<b>Cooling System:</b> mechanical temperature controlled				
4.5	<b>Fuel tank:</b> 300 litres capacity (preferably Aluminium), with lockable cap and water separating fuel filter.				
4.6	<b>Exhaust system:</b> Exhaust outlet direction backward				

4.7	<b>Gearbox:</b> 6-speed fully automatic with integrated retarder				
4.8	<b>Front Axle:</b> rigid beam, drop-forged tempered steel, equal or better				
4.9	<b>Rear axles:</b> preferably tandem drive of balance bogie design with spiral bevel single reduction central gears of hypoid type with hub reduction and differential locks				
4.10	<b>Tyres:</b> app. size 315/80 1 Full spare wheel to be provided				
4.11	<b>Brakes:</b> <ul style="list-style-type: none"> <li>• Direct acting full air brakes with independent circuits for front, rear and parking emergency circuits.</li> <li>• Parking Brake: Spring type acting on two rear wheels</li> <li>• System to utilize excess energy from engine braking for charging compressed air</li> <li>• Additional spring type parking brake acting on two front wheels</li> <li>• Exhaust brake, foot switch operated</li> </ul>				
4.12	<b>Suspension:</b> Front: Leaf spring – parabolic <b>Rear:</b> Leaf Spring – parabolic/elliptic				
4.13	<b>Steering:</b> Hydraulic Power Steering				

4.14	<b>Electrics:</b> 24v with 2 12v Batteries in series Battery capacity: 140 Ah Double acting on/off master switch				
4.15	<b>Power Take-off:</b> 625 Nm continuously				
5.	<b>Instrumentation:</b>				
5.1	Speedometer with odometer and clock. Gauges for fuel, coolant temperature, tachometer and brake pressure				
5.2	Trip computer with LCD display showing oil pressure, voltage level, engine hour meter and high transmission oil temperature warning				
6.	<b>Cab</b>				

6.1	<p><b>Exterior</b></p> <ul style="list-style-type: none"> <li>• 2-point air suspension of cab</li> <li>• Tinted windscreen</li> <li>• Rear view mirrors according to applicable legislation/codes</li> <li>• Mirrors with air deflectors</li> <li>• Wide angle mirror on driver and passenger side</li> <li>• Close-up mirror on passenger side</li> <li>• Front view mirror</li> <li>• Front steel bumper</li> <li>• Towing device, centrally mounted in front bumper</li> <li>• Fixed rear foot steps</li> <li>• Two-piece front mudguard</li> <li>• Air horn mounted behind front bumper</li> </ul>				
6.2	<p><b>Interior</b></p> <ul style="list-style-type: none"> <li>• Basic driver seat with air suspension and horizontal and vertical adjustment.</li> <li>• Backrest with integrated seat belt and head restraint and with vinyl upholstery</li> <li>• Passenger seat with vinyl upholstery</li> <li>• Rear crew cab: .Four (4) Self-Contained Breathing Apparatus seats shall be incorporated in the rear crew cab</li> <li>• The seats shall permit the storage of a SCBA set within the seat to allow for immediate donning at arrival at an incident.</li> </ul>				

	<ul style="list-style-type: none"> <li>• The SCBA seat shall have dual padded extensions to ensure the comfort of the crew whilst travelling in the crew cab.</li> <li>• The SCBA retaining bracket shall be fitted with a quick release strap to allow the SCBA set to be easily released for quick donning</li> <li>• Storage locker with lid, on instrument panel on passenger side shall be provided</li> <li>• Manual climate system control</li> <li>• Radio preparation incl. voltage divider 12V, loudspeakers 25W</li> <li>• in doors, tweeters, wire harnesses and antenna.</li> <li>• Two-way radio preparation incl. cable harness, speaker in cab, aerial, bracket mounted on roof.</li> <li>• Mobile telephone preparation incl. voltage divider 12V and wire harnesses.</li> <li>• Internal door sun visor on driver side.</li> <li>• Interior cab lightning with two reading spot lights</li> <li>• In addition to chassis standard controls and indicators the following items are to be installed in drivers cab: <ul style="list-style-type: none"> <li>○ visual warning for the main current being switched on;</li> <li>○ visual warning for any of the equipment lockers being</li> </ul> </li> </ul>				
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	<ul style="list-style-type: none"> <li>open;</li> <li>○ visual warning for the booms not being fully in travelling position;</li> <li>○ visual warning for the outriggers not being fully in travelling position</li> <li>○ A 200W siren system shall be provided and mounted inside the cab within easy access of the officer. The following shall be provided:</li> <li>○ Automatic selection of emergency lights when any tone is selected.</li> <li>○ Wail and Yelp siren tones Stenner type tone in accordance with the in the Road Traffic Act</li> <li>○ Air horn tone activated by hooter button when no siren tone is selected.</li> </ul>				
7.	<b>Illumination</b>				



7.1	<p>The minimum illumination to be provided</p> <ul style="list-style-type: none"> <li>• Two front headlamps with high and low beams. Direction indicator and position/parking lamps. Two combination tail lamps with position/parking lamp, direction indicator, tail lamp, reflector and registration plate lamp and stop lamp.</li> <li>• Emergency lighting (bar type – on roof)</li> <li>• Working lamp on cab roof</li> <li>• Rear fog lamp</li> <li>• Reversing lamp</li> <li>• Reverse warning buzzer</li> </ul>				
8.	<b>Accessories:</b>				
8.1	<ul style="list-style-type: none"> <li>• Tyre inflation device with 20 m hose</li> <li>• Other equipment. Driver tool kit, Hydraulic jack, 12 tonnes capacity, with tools for wheel changing</li> </ul>				

9.	<b>Electrical Supply</b>				
9.1	All electrical equipment installed by the apparatus manufacturer shall conform to current automotive electrical system standard				
9.2	Regulated 12 volt electrical supply in the cab, on the officer's side, for a two way radio				
9.3	220 Volt Supply Line 220 volt supply line from the base of the turntable to the cage, fitted with a 15 amp waterproof male plug at the turntable base and two (2) waterproof female 15 amp plugs in the cage				
10.	Hydraulic Platform: this specification covers the hydraulic platform, a combination of telescopic and articulating design, with a maximum working height between ranges of 25 and 30 meters.				
10.1	<b>Main Operating Data</b>				
10.1.1	Working height ranges between 25 and 30 metres Maximum working height 30.0 m Maximum height to working cage bottom 28 m Rotation, continuous 360° Safe working load (without water discharge) at least 325 kg Maximum nominal water discharge capacity 2 300 /min				

11.	<p><b>Stabilizing System</b> At least four hydraulically powered outriggers mounted in their housings in the main frame must be provided</p>				
12.	<p><b>Booms:</b> High tensile steel construction for load bearing structure Designed and welded to provide durability and extreme accuracy</p>				
13.	<p><b>Turntable:</b> Shall be fully integrated steel structure Continuous rotation of the turntable is required.</p>				
14.	<p><b>Working Cage:</b> Approximate dimensions of 1,8 m (length) x 0,9 m (width) x 1,1 m (height), Fitted with at least inward swinging door. Four (4) fitments for safety harnesses to be provided Tubular steel profile – welded and painted with high durability paint Safe working load is to be maximum of 350 kg when no water is discharged</p>				
14.1	<p><b>Levelling System</b> A working cage levelling system is to be provided, with a master switch to de-activate in case of failure and levelling controlled manually</p>				

14.2	<p><b>Working cage slewing:</b> a system for working cage slewing to 45° is required. The system to be controlled by controls in both working cage and turntable controls</p>				
14.3	<p><b>Rescue Platform</b> A rescue platform of at least 1,1 m x 0,5 m. with automatically operating safety railing to provide additional safety during rescue and fire fighting must be provided at the front of the working cage there is.</p>				
14.4	<p><b>Intercom</b> A fully transistorized talk-back intercom system fitted between the turntable and the working cage.</p>				
14.5	<p><b>Back Up for the Hydraulic System</b> A battery driven hydraulic pump which provides an independent means of power in case of failure of the main engine. The system can be started from all control panels thus providing an immediate back-up in a case of a failure</p>				
14.6	<p><b>Working Cage Control Panels:</b> The following shall be provided:  Joystick type control levers/buttons for each movement as follows</p>				

<ul style="list-style-type: none"><li>• cage slewing</li><li>• starting and stopping of chassis engine</li><li>• battery driven back-up for the hydraulic system</li><li>• emergency stop</li><li>• overriding of the automatic working cage levelling system</li><li>• manual operation for the working cage levelling system</li><li>• activating the bleed down system</li><li>• automatic drive of booms to transport position</li><li>• approaching speed (lower down speeds of boom movements)</li><li>• work lights</li><li>• intercom system</li><li>• integrated water monitor control</li><li>• visual and audible indication for exceeding safe working load</li><li>• visual warning for activation of working cage collision guard system</li><li>• visual indication for ground pressure of the outriggers</li><li>• visual indication for the rescue ladder "safe to climb" (option)</li><li>• visual indication for the centre position of the booms</li><li>• visual indication for the centre position of the working cage</li><li>• visual indication for cab protection</li><li>• fault finding screen</li></ul>				
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14.7	<p><b>Safety Devices</b> The bidder must specify safety devices for:</p> <ul style="list-style-type: none"> <li>• pipe/hose failure</li> <li>• accidental retraction of outriggers</li> <li>• lifting of booms before outriggers in position</li> <li>• boom limits at maximum positions</li> <li>• prevention of chassis engine starting when gearbox is not in neutral</li> <li>• damage prevention to cab or body when boom is in close proximity</li> <li>• overloading</li> <li>• collision in dense, smoke or darkness</li> <li>• control system cut-out (“dead man” switches)</li> </ul>				
15.	<b>Pump</b>				
15.1	<p>Performance: the following ranges will apply: 4,730 l/min @ 11 bar 3,310 l/min @ 13 bar 2,365 l/min @ 17 bar</p>				
15.2	<p><b>Priming Pump:</b> An electric priming pump shall be provided.</p>				
15.3	<p><b>Discharge Manifold:</b> Four (4) X 65mm standard discharges, two (2) each side, each fitted with an instantaneous coupling, blank cap and chain.</p>				

15.4	<p><b>Pump Control Panel</b> The following gauges and controls shall be provided:</p> <ul style="list-style-type: none"> <li>• Pump discharge pressure gauge</li> <li>• Pump vacuum pressure gauge</li> <li>• Pump control panel lights</li> <li>• Engine temperature gauge</li> <li>• Engine ammeter</li> <li>• Engine oil pressure gauge</li> <li>• Engine tachometer</li> <li>• Vernier throttle</li> <li>• Engine hour meter</li> <li>• Pump engagement light</li> </ul>				
15.5	<p><b>Pressure Relief Valve</b> The pump shall be equipped with an automatic pressure control device.</p>				
15.6	<p><b>Water tank</b> At least 1 000 litres plus 500 litres foam tank. Material and construction details to be provided.</p>				

15.7	<p><b>Water Way</b> (for water delivery to working cage)</p> <ul style="list-style-type: none"> <li>• The water way system:</li> <li>• nominal diameter 100 mm</li> <li>• stainless steel.</li> <li>• Provided with at least one 65mm inlet with a closing valve at each side at the rear of the vehicle from where the line leads through the centre post in the turntable up into the working cage to the water monitor</li> <li>• an additional outlet with 65 mm closing valve and coupling for water supply from the cage through an extension hose.</li> <li>• A water spray curtain system, with control valve in the cage to protect cage occupants from radiant heat is to be provided.</li> </ul>				
15.8	<p><b>Pump Shift</b></p> <p>The pump shift shall be pneumatically controlled using a power shifting cylinder. A power shift control valve shall be mounted in the cab, and labelled "PUMP SHIFT".</p> <p>The apparatus transmission shift control shall be furnished with a positive lever, preventing accidental shifting of the chassis transmission.</p>				



15.9	<b>Auxiliary Engine Cooler</b> An engine cooler used to lower engine water temperature during prolonged pumping operations and controlled at the pump operator's panel shall be provided.				
15.10	<b>Pump Cooler</b> A pump cooler shall be provided to circulate through the pump casing in order to cool the pump during sustained periods of pump operation when water is not being discharged.				
16.	<b>Superstructure</b>				
16.1	Under support: 9.5mm thick steel vertical angle support bolted to the chassis frame				
16.2	Alluminium construction:				
16.3	Body Compartments: At least four (4) body compartments, fitted with roll up doors to be provided. Dimensions to be clearly stipulated in bid documents				
16.4	Access stair and walkways for access to the turntable and pump to be provided. Number and dimensions to be clearly indicated.				
17.	<b>Body Paint Finish</b>				

17.1	Fire services red comparable to current fire appliances is service at the Stellenbosch Municipal Fire and Rescue Department Working cage: all surfaces not aluminium to be white				
17.2	Paint processes to be of high quality providing for corrosion protection with excellent coverage and durability				

## 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](http://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](http://www.sars.gov.za).
- 7 If bidder is registered on Stellenbosch Municipality supplier's database; that contains an original tax clearance certificate which is valid on closing date of bid, it **must** be indicated as such on this page, whereby the attaching of a new tax clearance certificate to this page won't be needed.

**PRICING SCHEDULE (Purchases)**

**Non Compliance to specifications and conditions will invalidate your offer.**

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

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder: í í í í í í í .....	Quotation Number: í B/SM 60/16
Closing Time: 12h00.í	Closing Date.. ..... 23 October 2015

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

**Please Note:**

*The Stellenbosch Municipality reserve the right to downward or upward adjust the required quantities.*

Description	Amount
Hydraulic platform rescue pumper as per specs	R
VAT 14%	R
<b>Total amount</b>	R

**DON'T ADD VAT IF YOU ARE NOT VAT REGISTERED. INDICATE IF NON-VAT VENDOR**

All additional costs **must** be included in bid price. (Admin, transport, delivery, handling etc.)

**(Specification attached)**

- Does offer comply with specification? **\*YES/NO**
- If not to specification, indicate deviation(s) .....
- Is price firm for duration of contract **\*YES/NO**

**Delivery period from appointment..... days**



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

3.11.1 If so, furnish particulars

í ..  
 í ..í

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

3.12.1 If so, furnish particulars.

í ..í í  
 í ..í í

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

3.13.1 If so, furnish particulars.

í ...í í  
 í ..í

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

3.14.1 If so, furnish particulars.

í ..í í  
 í ..í

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

<b>Full Name</b>	<b>Identity Number</b>	<b>State Employee Number</b>

**CERTIFICATION**

**I, THE UNDERSIGNED (NAME) í CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

..... <b>Signature</b>	..... <b>Date</b>
..... <b>Capacity</b>	..... <b>Name of Bidder</b>

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

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.**

### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
  - (b) B-BBEE Status Level of Contribution.
- 1.3.1 The maximum points for this bid are allocated as follows:
- |  | POINTS     |
|--|------------|
| <b>1.3.1.1 PRICE</b>                                     | í 90í ..   |
| <b>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</b>       | í 10í ...  |
| <b>Total points for Price and B-BBEE must not exceed</b> | <b>100</b> |
- 1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

### 2. DEFINITIONS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than firm prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### **3. ADJUDICATION USING A POINT SYSTEM**

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

### **4. POINTS AWARDED FOR PRICE**

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

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



**80/20**                      **or**                      **90/10**

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

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

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

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

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>	<b>Number of points (80/20 system)</b>
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

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



9.7 MUNICIPAL INFORMATION

Municipality where business is situated í ..í ..  
Registered Account Number í ....  
Stand Number í ..

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

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

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

**WITNESSES:**

1. ....

2. ....

<p>.....</p> <p><b>SIGNATURE(S) OF BIDDER(S)</b></p>
--

**DATE:**.....

**ADDRESS:**.....

.....

.....

.....

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER 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 (name of the institution) . 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 fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .
CAPACITY .
SIGNATURE .
NAME OF FIRM .
DATE .

WITNESSES
1 .
2 .

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

1. I, \_\_\_\_\_, in my capacity as \_\_\_\_\_, accept your bid under reference number \_\_\_\_\_ dated \_\_\_\_\_ for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. 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 AT \_\_\_\_\_ ON \_\_\_\_\_.

NAME (PRINT) \_\_\_\_\_.

SIGNATURE \_\_\_\_\_

OFFICIAL STAMP

**WITNESSES**

1. \_\_\_\_\_.

2. \_\_\_\_\_.

DATE: \_\_\_\_\_.

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	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**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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.



## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

<sup>3</sup> 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.