

BID ADVERTISEMENT FORM

| | | | | | | | | | | | |
|---|---|--|---|---|---|---|---|---|---|-------------|-------|
| Bid description | Appointment of the Service Provider to Design, Manufacture and Deliver Airport Crash Tenders for a Period of Five Years for the North West Province and Subsequently Provide Free Maintenance on Each Airport Crash Tender for a Period of Five (05) years after the Delivery to the Airport. | | | | | | | | | | |
| Bid number | CS&TM 05/20/21 | | | | | | | | | | |
| Name of institution | Department of Community Safety and Transport Management | | | | | | | | | | |
| The place where goods, works or services are required | GD Montshioa Airport and Pilanesburg Airport | | | | | | | | | | |
| Closing date and time | Date | 2 | 3 | 0 | 6 | 2 | 0 | 2 | 1 | Time | 11:00 |
| Contact details | Postal address | N/A | | | | | | | | | |
| | Physical address | Department of Community Safety and Transport Management Safety House 31 -34 Molopo Road Security Check Point (Main Entrance) Mahikeng | | | | | | | | | |
| | Tel | 018 200 8084/ 018 200 8416/ 018 200 8139 | | | | | | | | | |
| | Fax | N/A | | | | | | | | | |
| | email | L.Mojaki@nwpg.gov.za / LL.Motlhamme@nwpg.gov.za Obaikgaki@nwpg.gov.za | | | | | | | | | |
| | Contact person | Mr M Mojaki / Ms L Motlhamme: Bid document Mr O Baikgaki: For Specification | | | | | | | | | |
| Where bids can be collected | Department of Community Safety & Transport Management at Tirelo Building Office No 061 –Ground floor, Supply Chain Board Room Albert Lethuli A non-refundable deposit of R200.00. Payment to be made at: first National Bank, Account No. 62811733246 Br/No: 210/244 Reference: Company name Websites: www.etenders.gov.za / www.nwpg.gov.za/Community safety and Transport Management/new/tenders.html | | | | | | | | | | |
| Where bids should be delivered | Department of Community Safety and Transport Management Safety House 31 -34 Molopo Road Security Check Point (Main Entrance) Mahikeng | | | | | | | | | | |
| Category (refer to annexure A) | General | | | | | | | | | | |
| Sector | Government | | | | | | | | | | |
| Region | North West Province | | | | | | | | | | |
| Compulsory briefing session/site visit | No Compulsory Briefing | | | | | | | | | | |



dcstm

Department:
Community Safety and Transport Management
North West Provincial Government
REPUBLIC OF SOUTH AFRICA



SUPPLY CHAIN MANAGEMENT

Ref : CSTM 05/21/22

Date : 30/04/2021

INVITATION TO BID

APPOINTMENT OF THE SERVICE PROVIDER TO DESIGN, MANUFACTURE AND DELIVER AIRPORT CRASH TENDERS FOR A PERIOD OF FIVE (5) YEARS FOR THE NORTH WEST PROVINCE AND SUBSEQUENTLY PROVIDE FREE MAINTENANCE ON EACH AIRPORT CRASH TENDER FOR A PERIOD OF FIVE (5) YEARS AFTER DELIVERY TO THE AIRPORTS.

DATE ISSUED: 30/04/2021

CLOSING DATE: 23/06/2021

TENDER BOX

DEPARTMENT OF COMMUNITY SAFETY AND TRANSPORT MANAGEMENT

SAFETY HOUSE, 31-34 MOLOPO ROAD, (MAIN ENTRANCE)

SECURITY CHECK POINT

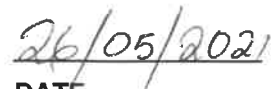
MAHIKENG

| | | |
|--|--|-------------------------------|
| Name of bidder | | Bidder VAT registered? |
| | | Yes: <input type="checkbox"/> |
| Total bid price including VAT: (brought forward from SBD 3.1) | | No: <input type="checkbox"/> |

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Mr. S.M. MADUMA

DIRECTOR: SUPPLY CHAIN MANAGEMENT


DATE

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1. INTRODUCTION

The Department of Community Safety and Transport Management invites bids for the appointment of the service provider for the design, manufacture and delivery of Airport Crash Tender for a period of five (5) years for the North West Provincial Department of Community Safety and Transport Management and subsequent provision of free maintenance for such airport crash tenders for another five (5) years upon delivery to the airport premises.

2. BRIEFING SESSION

There shall be **no compulsory briefing session** due to state of emergency that was pronounced by the President of South Africa on the 15th March 2020. National Treasury issued instruction note no 5 of 2020/21 for Public Financial Management Act, to address emergency Procurement strategy as per 6.1.3 and 6.1.4 on tender briefing session

Any questions related to this BID should be directed to Mr M.L. Mojaki's email L.Mojaki@nwpg.gov.za or Mr O.A. Baikgaki at OBaikgaki@nwpg.gov.za. The email will be registered and form part of schedule of questions and answers to be uploaded on the Departmental website. The purpose will be to explain the requirements of the bid and completion of bid forms.

3. DURATION OF THE CONTRACT

The successful bidder will be appointed for a period is five (5) years

4. TIMELINE OF THE BID PROCESS

The validity period is 90 days after closing of the bid. The project timeframes of this bid are set out below:

| Activity | Date due |
|--|----------------|
| Advertisement of the bid in the: <ul style="list-style-type: none">- Government Tender Bulletin; and- National Treasury Tender Portal | |
| Distribution of bid documents on the departmental website | |
| Compulsory briefing session | Not applicable |
| Bid closing date | |

All times in this bid are South African Standard Time. Any time or date in this bid is subject to change at the Department's sole discretion. The establishment of a time or date in this bid does not create an obligation on the part of the department to take any action, or create any right in any way for any bidder to demand that any action be taken on the date established. The bidders accepts that, if the Department extends the deadline (the closing date) for bid submissions for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

5. CENTRAL SUPPLIER DATABASE [CSD]

- 5.1 Bidders must be registered as a service provider on the Central Supplier Database [CSD]. If you are not registered proceed to complete the registration of your company prior to submitting your bid. Refer to <https://secure.csd.gov.za/> to register your company. Ensure that all documentation on the database are updated and valid.
- 5.2 Bidders are required to submit their CSD Registration "Summary Report".
- 5.3 Bidders must ensure that their tax information on Central Supplier Database [CSD] is in good standing and submit a Valid Tax Clearance Certificate or valid tax compliance status pin.
- 5.4 Bidders should further note that the Central Supplier Database (CSD) will be utilised to confirm compliance to tax and other related matters. It is therefore the bidder's responsibility to ensure compliance in all respects.

6. INSTRUCTION TO BIDDERS

- 6.1 Bids must be properly packaged, clearly marked as **CSTM05/21/22** and deposited in the tender box on or before the closing date and time at the Department of Community Safety and Transport Management, situated at: -

Physical address

Department of Community Safety and Transport Management

Safety House, 31-34 Molopo Road, (Main Entrance)

Security Check Point

Mahikeng

- 6.2 Bid documents will only be considered if received by the Department before the closing date **31/05/2021** and time **11h00**

- 6.2 Bid documents will only be considered if received by the Department before the closing date ~~DATE~~ and time 11h00
- 6.3 Late bids will not be accepted.
- 6.4 The Department of Community Safety and Transport Management reserves the right to award the bid in whole or in part and does not bind itself to accept the lowest or any bid.

7. CONTACT DETAILS

For more detailed information regarding the bid procedure and specifications please contact the following:

Contact Persons:

Bid document: Mr M. Mojaki – 018 200 8085 – LMojaki@nwpg.gov.za

Specification: Mr. O.A. Baikgaki – 018 200 8075/8139 - OBaikgaki@nwpg.gov.za

Potential bidder(s) must reduce all telephonic enquiries to writing and send them to the above email addresses.

8. DOCUMENTS IN THE BID DOCUMENT PACK

Bidders are to ensure that they have received all pages of this document, which consist of the following documents:

- Bid Submission Checklist (Section 1, Section 2 and Section 3)

SECTION 1

Special Conditions of Contract (SCC)

- The applicant must be registered and supply proof that the bidder's company is active on the Central Supplier Database (CSD)
- The bidder must fill the Annex B form (SATS 1286:2011) which reflect the thirty Percent (30%) local content threshold in line with National Treasury Instruction no. 14 on Fire Fighting Vehicles, 2011.
- Crew Cabin, Super Structure and Vehicle Assembly should be hundred percent (100%) manufactured within the borders of South Africa
- The engine, chassis, transmission, break systems, axles and propshafts must be assembled completely knocked down in South Africa.
- If the quantity of input materials and / or components of Fire Fighting Vehicles cannot



at any particular time of procurement or order placement, bidders must obtain written exemption from the Department of Trade and Industry (DTI).

- Only locally produced or locally manufactured Fire Fighting Vehicles with a stipulated minimum threshold for local production and content will be considered.
- Two way radio terminals and associated apparatus should meet a threshold of sixty percent (60%) local content.
- A bidder must provide free maintenance of each truck for a period of five (5) years after delivery to the airport premises.
- A bidder must adhere to a turnaround time of not more than 12 months to deliver an airport crash tender upon placing of an order.

SECTION 2

- ❖ Invitation to Bid (SBD 1)
- ❖ Price Schedule (SBD 3.1)
- ❖ Declaration of Interest (SBD 4)
- ❖ Preference Points Claim Form In Terms Of The Preferential Procurement Regulations 2017 (SBD 6.1)
- ❖ Local Production and Content (SBD 6.2)
- ❖ Declaration of Bidder's past SCM Practices (SBD 8)
- ❖ Certificate of Independent Bid Determination (SBD 9)

- ❖ Proof of the following documentation will be required:
 - Proof of residential address – (municipality account required, Municipal Letter, Clearance certificate or rental agreement)
 - Originally Certified Identification copy/ies of company directors/ Shareholders
 - Company's registration, CK document
 - Valid and Original Tax Clearance Certificate / Tax Compliance Status Pin
 - CSD Registration number
 - Original BBBEE Certificate or originally certified copy/ B-BBEE Status Level Sworn Affidavit
 - **Hard copy and the soft copy of the entire tender document including returnable documents saved in the Compact Disk or Memory Stick, clearly**

marked with the Bidder's company name and bid number (Failure to submit the compact disk or Memory Stick will result in a disqualification)

NB. Failure to comply and submit the above documents except for BBBEE certificate will disqualify the bidder to proceed to the next stage of evaluation.

SECTION 3

❖ General Conditions of Contract (GCC)

9. EVALUATION CRITERIA

Bids will be evaluated on functionality first before being evaluated on 80/20 and bidders which do not reach the set functionality threshold of 70 points will be disqualified and not be evaluated further on price and BBBEE points.

| Evaluation Criteria | Weighting |
|---------------------|-----------|
| Price | 80 |
| BBBEE Points | 20 |

Functionality Evaluation Criteria

| CRITERION | WEIGHT | |
|--|--------------------|-----------|
| Company work experience in manufacturing, design and supplying airport fire trucks (Attach proof with contactable references, appointment letters and confirmation of work well done) | 10 years and above | 40 |
| | 5 - 9 years | 30 |
| | 1 - 4 years | 15 |
| | 0-11 months | 00 |
| Detailed design drawings must be submitted with the tender. The vehicle must comply fully with specification as outlines in Annexure A | Attached | 20 |
| | Not attached | 00 |
| Proof of an operational maintenance workshop (Accredited by relevant bodies) | Submitted | 20 |
| | Not | 00 |

| | | |
|---|-----------|------------|
| Bidders must demonstrate their financial capability to execute the project (Attach Bank Rating Letter or Guarantees) | Submitted | |
| | Rating A | 20 |
| | Rating B | 15 |
| | Rating C | 10 |
| Total Points | | 100 |

Note: Bidders must score a minimum of **70 points** out of **100** for functionality to be considered for further evaluation stage.

Phase 3: Site Inspection Evaluation Criteria

| | Function | Possible Max Score | Score |
|----|---|--------------------|-------|
| 1. | Bidder must demonstrate the company's capability to perform a satisfactory after sales service – Preference will be given to firms with mobile service vehicles. | 40 | |
| 2. | The bidder shall provide a proof of a local spares department that furnishes replacement parts and service. Ample stock of individual components and unit replacements shall be carried for as long a period as demand warrants, guaranteed supply for a period not less than 10 years. | 20 | |
| 3. | Bidders must demonstrate that their products are overall 30% manufactured in South Africa | 30% (20) | |
| | | 20 - 29% (10) | |
| | | Below 20% (00) | |
| 4. | Bidders must demonstrate that its workforce is 100% South African | 100% (20) | |
| | | 80 - 99% (10) | |
| | Total Points | 100 | |

10. BID SUBMISSION CHECKLIST [CHECK WHETHER ALL RETURNABLES ARE INCLUDED ON THIS CHECKLIST]

- All the relevant forms attached to this bid documents must be completed and signed in ink where applicable by a duly authorised official.

- Use of tippex and pencil in the bid document are not allowed.
- Where cancellation has been made, bidders should endorse with a signatures.

Bidders are required to complete the following checklist and to submit it with their bids:

Please note that all the information listed below should be included in the bid.

| | | COMPLIANT? (TICK ✓ IN APPROPRIATE BOX) | |
|-----------|--|---|-----------|
| NO | REQUIREMENT | YES | NO |
| 1 | SECTION 1 | | |
| 1.1 | Standard Bidding Documents: | | |
| SBD 1 | Invitation | | |
| SBD 3.1 | Pricing Schedule – Firm Prices | | |
| SBD 4 | Declaration Of Interest | | |
| SBD 6.1 | Preference Points Claim Form In Terms Of The Preferential Procurement Regulations 2017 | | |
| SBD 6.2 | Local Production and Content | | |
| SBD 8 | Bidders Past Supply Chain Practices | | |
| SBD 9 | Certificate of Independent Bid Determination | | |
| 2 | SECTION 2 | | |
| 2.1 | Special Conditions of Contract (SCC) | | |
| 3. | SECTION 3 | | |
| 3.1 | General Conditions of Contract (GCC) | | |
| 4. | ATTACHMENTS | | |
| 4.1 | Proof of residential address-(municipality account required, Municipal Clearance | | |

APPOINTMENT OF THE SERVICE PROVIDER TO DESIGN, MANUFACTURE AND DELIVER AIRPORT CRASH TENDER FOR THE NORTH WEST PROVINCIAL AIRPORTS FOR THE PERIOD OF FIVE (5) YEARS AND SUBSEQUENT PROVISION OF FREE MAINTAINCE OF EACH CRASH TENDER FOR ANOTHER PERIOD OF FIVE (5) YEARS

| | | | |
|------|--|--|--|
| | certificate or rental agreement) | | |
| 4.2 | Identification copies of key personnel | | |
| 4.3 | Company's registration, CK document | | |
| 4.4 | Valid and original Tax Clearance Certificate/ Tax Compliance Status Pin | | |
| 4.5 | CSD Registration number (Summary Report) | | |
| 4.6 | ISO Registration | | |
| 4.7. | MIB registration certificate | | |

11. SCOPE OF WORK

11.1 Problem Statement

Currently GD Montshioa Airport has only one airport crash tender and need the second one to upgrade its operations to category six licensed aerodrome. Similarly, Pilanesberg International Airport has two airport crash tenders; however, the other airport crash tender is over thirty years and need to be replaced with immediate effect.

11.2. Statement of Work

To design, manufacture and supply airport crash tender for the provincial airports (Pilanesberg and GD Montshioa) for a period of five (5) years and provision of free maintenance of such crash tender / fire trucks for another period of five (5) years after delivery. The successful bidder is therefore expected to provide customised, high standard and performance Airport Rescue Fire Fighting (ARFF) Vehicle. The vehicle on offer must comply with ICAO standards and passes NFPA 414 testing requirements. A vehicle must follow specification on the attached Annexure A.



11. SECTION A



11. SPECIAL REQUIREMENTS AND CONDITIONS OF BID

Bidders should adhere to the special conditions as stated in the document

11.1 PRE-QUALIFICATION CRITERIA

Not Applicable

11.2 TECHNICAL REQUIREMENTS

Bidders shall include with their bid a relevant certificate of compliance as required by MIB and DTI. The vehicle on offer should meet or conform to the following statutory requirements:

Occupational Health and Safety Act

NFPA 414

ICAO Standards (Doc 9137-AH/868)

11.3. CONTRACT PERIOD

- The offer must be for a period of five (5) years.

11.4 APPOINTMENT

11.4.1 SERVICE PROVIDER

11.4.1.1 The successful service provider will receive the official appointment letter and order from the Department of Community Safety and Transport Management.

11.4.1.2 The service provider must sign the service level agreement with the Department within a period of 30 days after award.

11.4.1.3 The services to be rendered must be in accordance with specifications of the contract in Annexure A and per appointment letter as well as the service level agreement signed between the Department and successful bidder.

11.5 INFRASTRUCTURE

11.5.1. Bidders must demonstrate the ability, capacity and knowledge to carry out the design and manufacturing of airport fire tenders during site visit.

11.6 DELIVERY

11.6.1. Contracted service providers should deliver within the stipulated time indicated in the tender document submitted to the Department and failure to do so may result in the review or cancellation of the contract.

11.6.2. All contracted services should be provided in line with the SLA.

11.7 RISK

- Failure to deliver fire trucks on time may lead to the downgrade of the Provincial airports by the aviation regulator (SACAA and or ICAO).

11.8 PAYMENTS

11.8.1 Contracted service providers

Contracted service providers will lodge their payment claims from the Departments/Institution upon successful completion of each milestone as per the service level agreement. Payments will be effected upon receipt, verification and signed off of an original tax invoice by the Department.

11.9 SERVICE LEVEL AGREEMENT

11.9.1. The Department shall enter into a Service Level Agreement with contracted service providers. SLA will be signed by the department and the successful bidder.

11.10 BREACH OF CONTRACT

11.10.1 The Department, without prejudice to any other remedy for breach of contract, by written notice of default sent to the service provider, may terminate this contract in whole or in part;

- a) If the service provider fails to render the service within the period(s) specified in the contract, or within any extension thereof granted by the Department pursuant to GCC Clause 21.2;
- b) If the Service provider fails to perform any other obligation(s) under the contract; or
- c) If the Service provider, in the judgment of the Department, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

- 11.10.3. Where the Department terminates the contract in whole or in part, the Department may decide to impose a restriction penalty on the service provider by prohibiting such service provider from doing business with the public sector for a period not exceeding 10 years.
- 11.10.4. If a Department intends imposing a restriction on a service provider or any person associated with the service provider, the service provider 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 service provider fail to respond within the stipulated fourteen (14) days the Department may regard the intended penalty as not objected against and may impose it on the service provider.
- 11.10.5. Any restriction imposed on any person by the Accounting Officer /Authority will, at the discretion of the Accounting Officer / Authority, 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 Accounting Officer / Authority actively associated.
- 11 10.6. If a restriction is imposed, the Department must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) The name and address of the service provider and / or person restricted by the Department
 - (ii) The date of commencement of the restriction
 - (iii) The period of restriction; and
 - (iv) The reasons for the restrictions

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

- 11.10.7 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.

11.10.8 Breaching the contract in terms of the specification, purchase order, the delivery period shall result in the cancellation of the contract. The designated service provider shall bear any difference in price of the said supplies and these amounts plus any other damages which may be suffered by the State shall be paid by the designated service provider to the State immediately on demand.

11.11 INSPECTIONS

11.11.1. Designated government officials will conduct inspections before the award of the contract.

11.11.2. After the award, regular inspections by the project manager and the SCM practitioner at site until the completion of the project shall be conducted.

11.12. REPORTING

The service provider shall do the overall monthly reporting to the project manager of the Department of Community Safety and Transport Management

The service provider shall provide services strictly in accordance with the specification as well as other relevant legislative provisions

The project manager or his delegate shall be directly responsible for monitoring all activities including the preparation of monitoring reports and their timeous submission to the department.

11.13. OBLIGATIONS

11.13.1. The Department is obliged to ensure that the contracted service providers render the service in line with specification within the specified period after award of the tender.

11.13.2. The contracted service providers are obliged to provide the Department with the delivery or programme of works schedules (Milestones).

11.13.3. The Department to pay the contracted service provider within the stipulated 30 days period upon receiving the *correct* tax invoice.

11.13.4. Default by either party (i.e. the contracted service provider or any government department) in terms of delivery, quality of products and payments must be reported within Seven (7) working days to the Provincial Supply Chain Management Office.



11.13.5: All parties are obliged to adhere to the Special Conditions of bids as stipulated in the attached bid forms and General Conditions of Contract.

11.14. INDUCTION

Bidders will be required to conduct training on the use of equipment to all the fire personnel and designated officials of the department. In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 80/20 preference point system and the lowest acceptable Total Cost of Ownership (TCO) tender will be used to determine the applicable preference point system.

Handwritten signature and initials in the bottom right corner of the page.

TECHNICAL SPECIFICATIONS - AIRPORT RESCUE FIRE FIGHTING VEHICLE(SPECIALIZED 6x6)

1 SCOPE:

This document describes the minimum requirements of a custom (Commercial Chassis offers will be NOT be accepted) high standard and performance Airport Rescue Fire Fighting Vehicle. This specification is the minimum requirement for required vehicle. The vehicle must be extremely versatile and shall be characterized by high manoeuvrability and fast acceleration on all types of terrain. The vehicle on offer must comply in all respects with ICAO standards and must passes NFPA 414 testing requirements.

2 FUNCTIONAL CRITERIA

The following functional criteria must be met by the bidder to move on to the technical evaluation stage of the tender. If any document is found to be false or fabricated the bidder will be immediately disqualified. All supporting documents required for this criterion shall be certified. Only Certified original copies will be accepted.

Bidders who does not meet the functional criteria will not be considered any further:

| Criteria | Verification of Criteria | | | | |
|--|---|---------|--------------------------|-----------------------|-----|
| Bidder must be an MIB registered entity | Attach MIB Certificates | | | | |
| The bidder must have supplied at least 10 units of this type to users | A detailed reference must be attached. The list should contain the type of vehicle, quantity and name of the end user | | | | |
| The bidder and the manufacturer must be ISO 9001-2015 registered | Attach valid ISO certificates | | | | |
| Bidders must demonstrate their financial capability to execute the project | 2 years financial statements must be submitted with the tender | | | | |
| The bidder shall assume complete responsibility for the supply of all items in the tender | Letter of declaration to be attached | | | | |
| Bidder must demonstrate the company's capability to perform a satisfactory after sales service – Preference will be given to firms with mobile service vehicles. | Bidder must submit a detailed proposal on how they will effect after sales service | | | | |
| In terms of National Treasury Designated Sectors Instruction Number 14 of 2016/2017 only tenders from bidders offering locally produced or locally manufactured Fire Fighting Vehicles with a stipulated minimum threshold for local production and content will be considered | A detailed proposal on this must be attached. <table border="1" data-bbox="805 1724 1426 1809"> <thead> <tr> <th>Product</th> <th>Local content thresholds</th> </tr> </thead> <tbody> <tr> <td>Fire Fighting Vehicle</td> <td>30%</td> </tr> </tbody> </table> | Product | Local content thresholds | Fire Fighting Vehicle | 30% |
| Product | Local content thresholds | | | | |
| Fire Fighting Vehicle | 30% | | | | |

| <p>The bidder must demonstrate how they will affect this.</p> | <table border="1"> <thead> <tr> <th colspan="2">No</th> <th>Components and manufacturing processes against which the overall local content must be discharged</th> </tr> <tr> <th></th> <th>Components and manufacturing processes</th> <th>% local content</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Crew Cabin</td> <td>100%</td> </tr> <tr> <td>2</td> <td>Super Structure</td> <td>100%</td> </tr> <tr> <td>3</td> <td>Assembly</td> <td>100%</td> </tr> </tbody> </table> | No | | Components and manufacturing processes against which the overall local content must be discharged | | Components and manufacturing processes | % local content | 1 | Crew Cabin | 100% | 2 | Super Structure | 100% | 3 | Assembly | 100% |
|---|--|---|--|---|--|--|-----------------|---|------------|------|---|-----------------|------|---|----------|------|
| No | | Components and manufacturing processes against which the overall local content must be discharged | | | | | | | | | | | | | | |
| | Components and manufacturing processes | % local content | | | | | | | | | | | | | | |
| 1 | Crew Cabin | 100% | | | | | | | | | | | | | | |
| 2 | Super Structure | 100% | | | | | | | | | | | | | | |
| 3 | Assembly | 100% | | | | | | | | | | | | | | |
| <p>An organogram of the key service personnel complete with qualifications must be submitted with the tender – No Exception.</p> | <p>Attach organogram to tender</p> | | | | | | | | | | | | | | | |
| <p>Detailed design drawings must be submitted with the tender. The vehicle weight calculations must be clearly indicated as well as centre of gravity, wheelbase, under body clearance, approach and departure angle, length of vehicle, height of vehicle and width of vehicle as a minimum.</p> | <p>Attach design drawings</p> | | | | | | | | | | | | | | | |
| <p>A detailed compliance sheet must be submitted with the tender documents. Comply / do not comply is not sufficient, full technical details are to be provided.</p> | <p>Attach compliance sheet</p> | | | | | | | | | | | | | | | |

3 EQUIPMENT AND ACCESSORIES:

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

4 STATUTORY REQUIREMENTS

The vehicle on offer will meet or conform to the following statutory requirements:

Occupational Health and Safety Act
 NFPA 414 (Latest Edition) where applicable
 ICAO Standards

5 MANUALS:

The successful bidder shall supply with the vehicle manuals for the vehicle as well as the accompanying equipment. The following shall be applicable:

- The administrative and technical documents necessary for the registration of the unit
- Certification of compliance in the form of a build file
- Illustrated operating manuals
- Leak test certificate of the tank;
- Technical documentation of equipment maintenance,
- Maintenance technical documentation of the driveline and the chassis,
- Repair manuals (mechanical equipment and fire) with electrical, pneumatic and hydraulic diagrams
- Pressure vessel test certificates (Powder, Nitrogen cylinders, compressed air cylinders
- A certificate guaranteeing the service of spare parts or sub-assemblies adapted to the chassis and the equipment for 10 years after the final acceptance.

6 WARRANTY:

Bidders shall submit full details of their warranty commitments on the vehicles as well as all new equipment. Bidders shall also undertake to ensure that satisfactory after sales service and maintenance support is provided.

The warranty period shall commence from the official date in service applicable to the vehicle and the minimum warrantee shall be as follows:

| | |
|----------------------|---|
| Chassis | Supplier OEM |
| Fire Body | 3 Years |
| Paint | 3 Years |
| Plumbing | 3 Years |
| Pump | 3 Years |
| Water and Foam Tanks | Lifetime, not 10 years as is generally the norm |

7 INSPECTION OF VEHICLES:

Provision shall be made for an inspection on the completed vehicle at the manufacturing plant of the successful bidder(s).

If the successful bidder requires any additional inspections it must be clearly indicated in the tender documents. All of the above shall be for the account of the successful bidder.

8 SPARES:

The successful bidder shall maintain a local spares department to furnish replacement parts and service. Ample stock of individual components and unit replacements shall be carried for as long a period as demand warrants, guaranteed supply for a period not less than 10 years.

9 TRAINING:

Comprehensive driver operator training is to be provided by the successful bidder at the premises of the bidder or a suitable venue. The cost of the training shall be included in the tender price. A minimum of 10 drivers should be catered for. Certificates acceptable to the regulatory authority shall be provided to successful candidates.

10 TESTING:

Bidders must provide for the following 3rd party tests on the model offered. Said testing must be witnessed by the end user and carried out on the Gerotek independent test facility or a similar approved facility: Pre-approved 3rd party testing having already been concluded on the model offered, can be submitted with the tender for acceptance.

NFPA414 Standard for Aircraft Rescue and Fire-fighting Vehicles (6.3.2 Cornering stability).

NFPA414 Standard for Aircraft Rescue and Fire-fighting Vehicles (6.3.2.4 Double lane change)

NFPA414 Standard for Aircraft Rescue and Fire-fighting Vehicles (6.3.10 Service/Emergency Brake test).

NFPA414 Standard for Aircraft Rescue and Fire-fighting Vehicles (6.3.11 Service/Parking Brake grade holding test.)

NFPA414 Standard for Aircraft rescue and Fire-fighting Vehicles (6.4.3 Acceleration)

NFPA414 Standard for Aircraft Rescue and Fire-fighting Vehicles (6.4.3 Top Speed)

NFPA414 Standard for Aircraft Rescue and Fire-fighting Vehicles (6.3.2.6 J turn).

NFPA414 Standard for Aircraft rescue and Fire-fighting Vehicles (6.3.3 Vehicle Dimensions)

NFPA414 Standard for Aircraft Rescue and Fire-fighting Vehicles (6.3.5 Pump and roll on a 40 percent gradient test).

NFPA414 Standard for Aircraft Rescue and Fire-fighting Vehicles (6.3.8 Gradeability test).

NFPA414 Standard for Aircraft Rescue and Fire-fighting Vehicles (6.3.12 Steering control test

NFPA414 Standard for Aircraft rescue and Fire-fighting Vehicles (6.3.13 Vehicle Clearance circle test)

NFPA414 Standard for Aircraft Rescue and Fire-fighting Vehicles (6.4.1 Vehicle testing, side slope).

NFPA414 Standard for Aircraft Rescue and Fire-fighting Vehicles (6.4.2*Weight/Weight distribution)

In addition to this a full operational test must be done on the vehicle.

TECHNICAL SPECIFICATIONS:

AERODROME RESCUE AND FIRE FIGHTING SPECIFICATIONS FOR 6x6 FIRE TENDERS

11 MAJOR COMPONENT LIST

11.1 THE ARFF SHALL INCLUDE THE FOLLOWING COMPONENTS:

- a) Chassis
- b) Engine, Transmission and Related Accessories
- c) Suspension
- d) Steering
- e) Wheels and Tyres
- f) Brakes
- g) Electrical System
- h) Cab
- i) Body
- J) Controls
- k) Tanks – storage
- l) Fire Pump
- m) Foam Tank Pump
- n) Pipes and Valves
- o) Foam system
- p) Indicators/Foam
- q) Monitor (Roof and Bumper)
- r) Side-lines
- s) Ground Sweep Nozzles
- t) Accessories and fittings
- u) Light mast
- v) 250kg DCP

11.2 CHARACTERISTICS

The vehicle on offer must meet the Performance Characteristics of an ARFF vehicle with a water tank capacity of above 6000 litres in terms of NFPA 414 - Table 4.1.1 (a). Said characteristics must be obtained under full load.

With their offer, bidders are to submit full technical information of the vehicle offered. This information shall include all the relevant details relating to the engine, transmission, gearbox, suspension, axles and road wheels, forming a standard part of the vehicle.

All performance diagrams and calculations shall be submitted with the tender.

11.2.1 PHYSICAL CHARACTERISTICS

11.2.2 MASS

- a) Bidders are to indicate the estimated total mass of the completed vehicles, and the proposed load distribution of mass on the vehicles axles.
- b) The axle load distribution shall comply with all specifications for Air Crash Tender use.

11.2.3 DIMENSIONS

Bidders shall submit a general arrangement drawing of the complete vehicle indicating all relevant dimensions including wheelbase, overall length, height, width, approach and departure angles, etc.

Notwithstanding the maximum external dimensions of a vehicle of this nature, as outlined in the National Road Traffic Ordinance and Regulations, the vehicle shall not exceed the following:

| | |
|----------------------------------|----------------------|
| Width: | 3 300 mm |
| Height: | Max 4 000 mm |
| Underbody Clearance: | Not less than 460 mm |
| Under Axle Clearance: | Not less than 330 mm |
| Angle of approach and departure: | Not less than 30° |

11.2.4 TRANSPORT AND STORAGE

The design of the vehicle, shall take into consideration the need to ensure that all equipment, whether loose or fixed, will remain in a secured position during travel over rough terrain.

11.2.5 RELIABILITY

The materials used in the construction of the vehicle, shall be selected for their proven reliability in service. This requirement shall include all equipment and ancillary equipment forming an integral part of the finished vehicle

11.2.6 MAINTAINABILITY

The design of the vehicle and the selection of components, shall take into consideration the following requirements:

- a) Design characteristics shall include minimum practical preventative and in store maintenance.

- b) The design shall provide easy access for maintenance using a minimum of tools, equipment and supplies.
- c) Equipment and components shall incorporate self-adjusting mechanisms where practical.
- d) Permanent lubrication to the maximum practical extent.
- e) A minimum variety and quantity of replacement and repair parts.
- f) Readily accessible test points for automated checking of components where practical.
- g) Organizational schedule servicing shall be undertaken on an annual basis.

11.2.7 ENVIRONMENTAL CONDITIONS

The ARFF will be required to operate in conditions that will vary from dry desert conditions to areas of high humidity in sub-tropical regions, and shall be capable of being operated continuously in ambient temperatures that will range from -15°C to 60°C.

All components selected for the manufacture of the equipment shall be suitable for operation within the stated temperature range.

11.2.8 DESIGN AND CONSTRUCTION

The manufacture of the ARFF shall be generally in accordance with the requirements outlined in this document and shall comply with the following:

12 CHASSIS

Bidders shall provide full technical details of the chassis, engine, gearbox, axles and road wheels, including any modifications that will apply to the basic chassis on which the vehicle shall be built. The following shall form the minimum requirements:

- a) The chassis shall be a purposely custom-built chassis for ARFF use. No modified commercial chassis shall be used.
- b) The chassis shall be corrosion resistant as far as possible. The cab, engine compartment and lockers shall be manufactured from a corrosion resistant material.
- c) The chassis frame shall be constructed from channel sections of adequate strength and dimensions to withstand heavy duty usage.

- d) Two horizontally mounted towing and lifting eyes, shall be mounted to the front of the chassis.
- e) The eyes shall be mounted in line with and shall be attached to the ends of the longitudinal chassis members.
- f) Each eye shall be capable of withstanding 25% of the gross vehicle mass, either under normal or suspended tow. A safety factor of six (6) shall be incorporated into the design of the eye, based upon the ultimate tensile strength of the material used.
- g) Similar towing and lifting eyes shall be fitted to the rear of the chassis.

12.1 ENGINE, TRANSMISSION AND RELATED ACCESSORIES

The vehicle shall be powered by a rear mounted water-cooled four stroke diesel engine type configuration and the vehicle shall be capable to meet all performance characteristics at 1 800m above sea level. The engine shall be a low emission type engine. **Euro 3 is required. Minimum engine power required is 515 kW. (700Hp).** The peak torque of the engine must be at least **3200Nm**

The engine must have an engine management system where data can be taken for record purposes

12.2 ENGINE COOLING SYSTEM

Drain cocks shall be fitted at the lowest point of the vehicle's cooling system and at such points as may be necessary for the draining of the system.

A red warning light shall be provided within the cab for the engine. The light shall be designed to give visual and audible warning of low coolant level within the cooling system.

The vehicle must be capable to travel over long distances or perform whilst stationary over long periods without overheating occurring.

12.3 AIR INTAKE FILTER

The engine shall be fitted with a high efficiency, two stage, cyclonic dry element type air cleaner(s) provided with safety elements and restrictor indicators, fitted on the roof without interfering with the monitor.

Consideration shall be given to the excessive dust conditions found in various areas of South African when selecting suitable filters.

12.4 FUEL FILTERS

Fuel filters, capable of removing water and sediment having particle sizes larger than four (4) microns, shall be fitted between the fuel tank and the injection pump. In addition, a detachable filter shall be inserted into the fuel filter neck.

12.5 FUEL TANK

A fuel tank, having a minimum capacity of 350 litres, shall be fitted and mounted in a position that protects it from damage caused by the flexing of the chassis, and from heat produced by the engine.

The tank shall be provided with an easily accessible drain plug.

The filler opening shall be easily accessible and shall not be higher than 1,5m from the ground and provided with a lockable cap. The filler shall be designed to enable the tank to be filled by means of 25 litre drums without having to use a funnel. The fuel tank shall be protected against corrosion.

The engine must be capable of using sulphur content of 50ppm and 500ppm types of diesel

12.6 EXHAUST SYSTEM

The vehicle shall be provided with an efficient exhaust and silencer system. The tail pipes shall be sized to avoid undue increases in backpressure and shall be positioned to ensure that the entrance of exhaust fumes into the cab is avoided under all conditions.

The positioning of the exhaust shall not disrupt the foam blanket, or the pump operators. The exhaust shall be fitted with a flame arrestor.

12.7 MAIN TRANSMISSION

A fully automatic Allison transmission with fitted power divider must be provided. The transmission shall be fitted with a high capacity clutch PTO system to drive the fire pump. The PTO clutch must be able to engage at any speed.

A hydraulic retarder or engine brake shall be fitted.

As an alternative bidders may propose a Twin disc type transmission system.

12.8 TRANSFER CASE

The transfer case shall be equipped with a lockable differential between the front and rear axles. Provision shall be made for the disengagement of the front axle drive when required.

12.9 POWER TAKE OFF

A clutch power take off, required for the driving of the fire pump, shall be integrated with the transmission.

The engagement of the unit with the vehicle in motion, shall be possible at any speed

A manual control shall be provided in the cab and within easy reach of the driver.

12.10 DIFFERENTIAL LOCKS

The minimum requirement relating to differential locks are as follows:

Differential inter axle lock in transfer case.

Differential inter wheel locks on rear axles.

12.11 AXLES

Heavy duty axles are required. The axle shall have a length of longer than 2900mm. Offset rims will not be accepted

12.12 SUSPENSION

The suspension shall be capable of handling all types of terrain at high speeds and transition from smooth surfaces to rough terrain

12.13 STEERING

The steering system shall be power assisted and shall be self-correcting.

An auxiliary steering system shall be provided.

The vehicle shall be centre steer with consideration of the side of the road normally driven by the end user.

The bidder shall specify the vehicle's turning circle diameter. The turning circle must be less than three (3) times the length of the vehicle. (NFPA 414)

12.14 WHEELS AND TYRES

All wheels and tyres shall be interchangeable between front and rear. Wheels shall be of the disc type fitted with dual purpose tread pattern radial tyres.

A spare wheel complete with tyre and tube, interchangeable between the front and rear wheels shall be provided. The tyres shall be able to accommodate the vehicles performance parameters.

It should be noted that the spare wheel need not be fitted to the vehicle but may be supplied as a loose item.

Tyres must be readily available at the various cities where airports are located

The wheels and tyres must be the following size: 24.00R20

12.15 BRAKES

The service brakes shall operate on all wheels and shall be air operated.

An emergency, pressure operated system shall also be fitted.

An independent hand operated parking brake, capable of holding the vehicle stationary on a gradient of 1 in 3 (18°) when fully laden, shall be provided.

If a spring actuated emergency brake is adequate, and fulfils the requirements of the parking brake, a device, which controls the operation of the spring actuated brake, shall be mounted in the driver's cab, within easy reach of the driver.

Visible and audible warning devices shall be fitted in the driver's cab. The devices shall warn the driver that the air pressure has fallen to a low level.

The warning shall be designed to self-actuate before the pressure falls to a level that makes it impossible to operate the brakes. An emergency brake release should be fitted in the cab at the driver's side.

Two (2) air couplings complete with dust covers, shall be provided and installed at the front of the vehicle. The couplings shall be connected to the braking system to provide power for braking from a towing vehicle should the Fire Tender become a casualty.

The compressor supplying air to the brakes shall be capable of building up to working pressure in a minimum of time from a cold start.

An automatic water drain valve shall be fitted on each air reservoir.

The braking system shall be designed to be free of all environment effects.

12.16 ELECTRICAL SYSTEM

The total electrical system shall be 24V. The batteries shall not be stored in the driver's cab.

The batteries shall be stowed in a readily accessible position to facilitate servicing and on a pull-out tray configuration if necessary.

Batteries shall be of standard heavy-duty type and be available in the country.

A heavy-duty alternator shall be provided.

Bidders shall submit full technical details of the alternator offered, details shall include output particulars.

A red warning light shall be fitted into the instrument panel within the cab.

12.17 ELECTRICAL CIRCUITS

All critical electrical circuits shall have separate circuit breakers which shall be identified and mounted within a weatherproof box.

12.17.1 MARKINGS OR SWITCHES

All switches shall be clearly marked on plates, in the English language, to indicate their "On/Off" positions and function of the switch, or by internationally approved symbols. Only one switch for both on and off functions shall be used.

Markings or symbols shall be engraved on a durable material which shall be of adequate thickness and shall be attached by means of screws, rivets or spring fasteners.

All switches shall be positioned within easy, and convenient reach of the driver.

12.17.2 ELECTRICAL FITTINGS

A battery charging unit for the recharging of the vehicles batteries, shall be provided and installed. The battery charger shall be suitable for connection to an external supply of 220/250 V.

An "on charge" warning light shall be installed into the instrument panel; the warning light shall indicate when the charge is in operation.

The supply sockets for the slave start and the battery charger shall be positioned at the rear of the vehicle. The socket shall be clearly identified

The connection for the battery charger shall be of the self-ejecting plug type, designed to enable the driver to pull away in an emergency without having to manually disconnect the plug.

One (1) loose 10m cable, complete with plugs compatible with the self-ejecting sockets mentioned shall be supplied with the vehicle.

Two (2) reverse lights shall be provided and shall be operated by the selection of the reverse gear.

A warning device, emitting the acceptable Whelp type and three tone horn sounds, incorporation a Public Address System having an output of not less than 120w, shall be fitted. The control Unit and microphone shall be easily accessible to the driver/operator.

An inspection lamp socket, of an approved type, shall be mounted to the rear bulkhead of the cab. The socket shall be clearly identified in the English language. An inspection lamp fitted with a lead of at least 1, 5 times the length of the vehicle, shall be provided.

Two or more lights shall be provided within the engine compartment. The lights shall be fitted to either side of the engine and shall be controlled by a switch positioned in the engine compartment and identified in the English language.

A light, positioned to illuminate controls, gauges, etc., fitted into the firefighting control panel shall be provided and installed.

The lighting shall be controlled by a switch mounted into the panel.

An air band radio transmitter/receiver shall be provided and fitted complete with headphones.

The headphones and all radio controls, shall be easily accessible from the driver position.

A speaker shall be provided within the cab to enable the crew to monitor radio traffic.

Two (2) removable spotlights, having a minimum capacity of 75W and a diameter of 150mm, shall be provided and mounted to the front of the cab.

A pneumatic light mast c/w 3x40WLED lights powered from the vehicle shall be fitted. The mast shall be operated via the onboard vehicle and pump control system. The mast shall automatically be lowered when a gear engaged.

A master switch, capable of controlling the complete electrical system and equipment, including the vehicles engine, shall be provided and installed within the cab in easy reach of the

driver. The master switch shall bypass the radio, to ensure that the radio is capable of being operated when the master switch is in the "OFF position.

A rapid start system must be fitted on the vehicle allowing for the following:

220v power in cab when plugged in from shoreline
Compressor to keep air at a pre-set constant
Battery charger to ensure batteries are at a constant voltage

This system must be connected via the auto eject shoreline plug

The following emergency lighting and siren shall be fitted:

1 x 100w siren system c/w speakers and PA
2 x mini LED light bars on the roof of the vehicle
2 x rotating LED lights at the rear of the vehicle
8 x LED flashing lights as follows, 2 at the front, two each side and two at the rear of the vehicle
4 x runway flashers each side of the vehicle 8 in total on top of the body for visibility from the air
2 x LED scene lights at the rear of the vehicle recessed in the body and 3 x LED scene lights each side of the vehicle angled downwards and recessed in the body.
Ground lights underneath the vehicle

There must be LED lights fitted to the side of the vehicle indicating the water and foam tank levels.

12.17.3 ELECTRONIC STABILITY PROGRAM

The vehicle must be provided with an Electronic Stability Program (ESP) having the following features:

Electronically controlled brake system (EBS)
Traction Control
Vehicle trajectory control and correction

13 CAB

13.1 CAB CONSTRUCTION

The cab shall be of the enclosed type and shall be manufactured from aluminium. The cab shall be corrosion resistant. The cab must have two wide opening doors secured by means to allow it to remain open in strong winds.

The cab doors must be lockable from the inside and outside

The cab shall be secured to the chassis by means of flexible rubber mountings.

Provision shall be made for the prevention of electrolytic action between the cab panels and the framework.

The cab shall be water and dustproof.

Wood, mild steel or corrosive materials shall not be used in the cab construction.

Insulation shall be provided against all weather conditions. The cab top insulation shall be secured to prevent sagging. Noise insulation shall be sufficient to keep noise down up to 80Db.

Air ventilators shall be provided and positioned to ensure adequate ventilation around the legs and head level of the occupants.

All working areas and steps shall be of non-slip treaded material.

Provision shall be made for access to the top of the cab, to the Monitor Control Platform, from the inside and the outside of the cab. Access from the inside of the cab shall be made in such a manner that accidental damage to the vehicle or equipment is avoided. Access from the outside must be via an access ladder on the body of the vehicle.

The following must be installed in the cab

Grab handles to ensure 3-point access to the cabin

Internal illumination on top and side by ceiling lamps, individual lighting for driver and crew member.

Sun visors, at least 3.

Three (3) external rear view mirrors on each side electronically controlled.

Three (3) large automatic windshield wipers with 3 different position controls and washing system.

Storage facilities treated with anti-scratch material for loose equipment in the cabin.

Climate controlled Air Conditioning system with multi-speeds fans shall be provided.

Air ventilators

Clear instrument cluster with controls for chassis and firefighting equipment.

Switches for different functions must be grouped together and clearly marked.

Roof hatch for access to the roof for emergency operations.

The entire floor area of the cab shall be covered by non-slip floor surfacing having a suitable thickness to minimize wear from heavy boots.

The cab shall be capable of accommodating up to five (5) crew. The cab should have sufficient space to facilitate the donning of protective clothing. The officer seat and the crew seats must

have SCBA backrests fitted to the seats. The seat coverings must be of durable, stain proof material such as leather.

The driver must have all round panoramic visibility especially to the roof turret operations.

The instrument cluster must be located directly behind the steering wheel on the dashboard. A digital TFT display must display all driving information's and indicators for the chassis and must be clearly visible the driver.

The switches must be illuminated and a complete warning system with indicator symbols/lights and audible alarms must be provided.

The following must be the minimum pertaining to instrumentation:

13.2 GAUGES:

Speedometer, electronic with trip odometer

Tachometer, electronic with engine hour meter

Pump hour meter

Engine hour meter

Engine oil pressure gauge in Bar

Transmission oil temperature

Air pressure gauges in Bar

Coolant temperature

Fuel level / Ad Blue Level

Voltmeter

24hr clock

Warning indicators:

High coolant temperature, warning light and alarm

Low pressure brake-air-supply, warning light and alarm

Low engine oil pressure, warning light and alarm

Low coolant level, warning light and alarm

Alternator not charging light

Low fuel level

Stop engine and check engine

Differential locks (front locked, rear locked, inter axle locked)

Turn signals, left/right

Hazard, 4-way flasher

Headlight on & main beam light

Parking brake engaged

Battery Master Switch on

Fault diagnostic to enable optimum engine & transmission performance via TFT dashboard display in the cab.

The onboard vehicle management system must allow for downloadable diagnostic data pertaining to the vehicle's mechanical drivetrain.

13.3 WINDSCREEN AND GLASS

All vertical glass must be bonded to the external panels. Upward vision from the driver seat must be +20° above the horizontal with the actual horizontal vision being more than 220°, the maximum obstruction must not be greater than 3°. The driver when seated must be able to see within 6 meters in front of the vehicle

The vehicle shall be provided with a windscreen frame which shall be braced to the body work of the vehicle.

The glass shall be of laminated safety glass which shall be of the ultra violet ray resistant tinted type, giving the maximum possible view.

All glass used in the construction of the cab shall comply with the above and shall be tinted.

13.4 DOORS

Easy access to the cab and crew compartment, shall be given by means of two (2) doors, one fitted to each side of the cab or crew compartment.

Doors shall be fitted with SABS approved windows.

13.5 SEATS

Accommodation for a minimum crew of four (4), excluding the driver, shall be provided.

The driver's seat shall be adjustable both fore and aft in addition to height and rake.

All seats and backrests shall be manufactured from foam rubber and shall be covered with a hard-wearing material of first grade quality, the seat coverings must be of durable, stain proof material such as leather.

The crew member's seats shall be capable to accommodate the BA seats.

13.6 FITTINGS

The cab shall be provided with the following:

A suitable windscreen wiper washer, having a capacity of not less than 10 litres shall be provided. In addition, a side window deluge washer having a capacity of not less than 10 litres shall be fitted.

Separate controls for each wiper system shall be provided and installed within easy reach of the driver.

An adjustable cab heater/windscreen defroster and air conditioner, shall be provided. The unit shall be capable of maintaining a cab temperature of 20°C at an ambient temperature of 50°C.

Two (2) 2,5kg DCP fire extinguishers shall be fitted into quick release brackets and mounted within the cab.

Suitable quick release brackets shall be mounted within the cab to suit the following equipment which shall also be supplied as integral part of the vehicle:

One (1) Croppers bolt.

One (1) one handed centre cut wire cutter.

Two (2) harness cutting knives.

Two (2) rechargeable hand lamps complete with batteries. The batteries shall be charged from the vehicle.

14 BODY

14.1 CONSTRUCTION

The body shall be rectangular in shape and shall be constructed from aluminium and GRP and shall be suitably stiffened and formed to give adequate strength. The design shall be suitable for use in all kinds of terrain.

No timber or mild steel shall be used in the construction of the body.

The top of the body, which shall serve as a walkway, including all upper surfaces and steps, shall be suitably reinforced and covered with a non-slip surface.

Collapsible handrails shall be fitted for personal safety at all steps, platforms, walkway and operation stations.

The body work shall be designed to ensure lightness and stability, and shall be constructed to prevent parts working loose under operating conditions

14.2 LOCKERS

All lockers shall be constructed from aluminium and from GRP where applicable.

Aluminium roller shutters, opening upwards and having smooth inner and outer surfaces, shall be fitted to the lockers.

Lockers shall be both water and dustproof when closed.

Lockers must be equipped with gas lifts or similar system to prevent self-closure.

All lockers shall be provided with the necessary brackets, or straps to secure equipment when the vehicle is in motion. The lockers shall also be illuminated internally with LED strip illumination. Should be of sufficient capacity to accommodate all the specified equipment

Four storage lockers each side of the vehicle is required.

The front left locker shall house the pump controls.

Lockers must be treated with anti-scratch material with a dustproof water drain point.

14.3 GENERAL

The bodywork shall be provided with removable panels where access is required for the servicing of equipment and the chassis.

15 CONTROLS – VEHICLE AND PUMP

15.1 GENERAL

The vehicle must be fitted with two control screens, one in the cabin and one in the pump locker. Said controls must operate the following features:

15.1.1 CAB SCREEN:

- Aircraft Lights on/off
- Parke brake warning light
- Locker door open warning light
- Battery Voltage indicator
- Air pressure indicator
- Pump pressure indicator
- PTO Indicator
- Foam % selection and indicator
- Safety belt warning light
- Foam tank open/close
- Foam flush
- Deluge system activation
- Water and foam tank levels
- Pressure Adjustment

Ground spray activation
Revolution controls
Pump to tank return valve activation
Tank to pump valve activation
Locker lights
Scene lights

Vehicle HUMS: Max speed since last service
 Pump Hours
 Transmission Hours
 Vehicle hours
 Distance sine last service
 Must be able to have added functions as per client requirements
 Maintain pump servicing
 Pump service pre-warning service
Pump service overdue warning service

Vehicle HUMS must be able to be downloaded on a USB device
In addition a navigation system shall be provided to facilitate off-site location of incidents; the system shall be capable of accepting coordinates input and navigable by map on-screen inputs.

15.1.2 PUMP SCREEN IN LOCKER:

Ground lights activation
Locker lights activation
Scene lights activation
Light mast operation and activation
Tank to Pump open/close
Pump to tank open close
Foam % selection
Foam tank open/close
Foam flush
Low battery voltage warning
PTO indication
Foam refill pump activation
Foam refill pump flush on/off
Pump Drain
Water and Foam tank level indicators
Revolution Controls
Hose reel open/close

All controls must be illuminated and be easily serviceable.

In addition to the screens the pump bay panel must also have the following:

Compound Gauge
Normal pressure Gauge

All valves that are pneumatically operated must have manual backup.

All controls shall be constructed and designed to prevent opening and closing due to the vibration of the body.

All controls shall be positioned to prevent the possibility of accidental operation of the control by personnel moving within or leaving the vehicle.

15.1.3 TURRET CONTROL SCREEN:

The roof turret must have a separate display screen mounted within easy reach of the driver and officer and have the following functions:

Monitor position indication – digital
Monitor position calibration

15.1.4 TURRET CONTROLS:

Both the roof and bumper turret must be controlled from a joystick mounted within easy reach of driver and officer.

The joy stick must have the following functions:

Monitor movement
Attack and park function
Roof turret lights function
Roof turret oscillating control
Monitor valve open/close
Roof turret spray and jet controls
Bumper turret spray and jet controls
Roof turret half flow/full flow controls

16 TANKS – WATER AND FOAM

16.1 CONSTRUCTION

The tanks shall be constructed from high grade Glass Reinforced Plastic and shall be provided with stiffeners and baffles to prevent undue surge when the vehicle is accelerating, cornering or braking.

Easily accessible rubber mountings, designed to ensure flexible mounting of the tanks to the chassis, shall be installed.

Each tank shall be fitted with a removable manhole cover. The manhole shall be 450mm in diameter. The tank opening to which the manhole shall be fitted, shall be of sufficient internal diameter to allow access of personnel. The manhole covers shall be equipped with vents for all filling and firefighting conditions. No liquid shall be spilled while cornering.

All nuts, bolts and washers, shall be of stainless steel where in contact with the extinguishing medium.

16.2 WATER TANK

The water tank shall have a capacity of not less than 12 000 litres.

The tank shall be provided with a top filling opening incorporated within the manhole cover and having a diameter of 250mm (+5/-0mm). The cover shall be clearly marked "WATER" and shall be waterproof when in the closed position. A removable stainless-steel strainer of 10 mesh/cm shall be fitted into the filler opening.

A removable sump, provided with a 38mm drain valve, shall be fitted into the lowest part of the tank for cleaning purposes.

An overflow shall be provided in the top of the tank and shall be led down, clear of all body components, chassis and equipment. The overflow shall be positioned to the rear of the rear wheels.

The tank outlet and fire pump connection shall be sized to ensure that the flow specified under (3.3.15) can be achieved. A stainless-steel strainer, 10mesh/cm shall be fitted to the outlet from the tank

Two (2) 64mm male instantaneous couplings, each provided with a blanking off cap. A strainer and a non-return valve shall be fitted for the filling of the tank via a butterfly valve. The blanking off caps shall be secured by means of chains to prevent loss.

16.3 FOAM TANK

The foam tank shall have a capacity of 12% of the water tank size on both vehicles

The tank shall be fitted with a top filling point and strainer as specified under (3.3.11 b) but shall be marked "FOAM".

An overflow shall be provided, the overflow shall extend down clear of the body, chassis and equipment to the rear of the rear axle.

An overflow shall be provided, such overflow shall extend down clear of the body, chassis and equipment to the rear of the rear axle.

A removable sump, provided with a 38mm drain valve, shall be fitted for cleaning purposes.

The foam liquid draw off tube shall be fitted with a stainless steel cone type strainer, 10mesh/cm to prevent foreign matter from passing into the liquid line. The draw off shall be placed in the centre of the sump in a position that ensures that the top of the strainer is above the level of the bottom of tank.

Provision shall be made for the complete drainage of the tank under operating conditions and for cleaning purposes.

17 FIRE PUMP

The pump shall be driven by aPTO and shall be designed to ensure operation of the pump at maximum output. The vehicle shall be capable to pump and roll at moderately high speed

17.1 CAPACITY

The pump shall be rated with an output which shall be suitable for serving the monitors and foam side-lines at maximum deliver and specified pressures, with at least a 10% over capacity. The pump shall have a minimum capacity of 8 000l/min.

17.2 CONSTRUCTION

The fire pump shall be constructed from non-corrosive material able to pump all types of water and shall be provided with a shaft of stainless steel.

17.3 PRIMER

A suitable priming device shall be installed and be capable of priming the pump at a 3m suction lift, within 20 seconds, shall be provided and installed. The priming performance shall be attained at an altitude of 1 800m.

17.4 FOAM TANK FILLING PUMP

A suitable and reliable self-priming, power driven pump, suitable for operation on 24V, shall be provided in a locker for the filling of the foam liquid tank from an external source.

The pump shall be capable of delivering a minimum of 22 l/min. The pump shall be manufactured from corrosion resistant material.

The pump shall be mounted at a suitable height for operation from the ground. A suitable rubber hose shall be provided and fitted to the suction side of the pump.

The foam pump must be flushable after operation.

17.5 PIPES AND VALVES

The following shall apply:

A shut-off valve shall be fitted into the foam liquid supply line, between the foam tank and the inductor(s) foam liquid proportioning system,
The foam tank shall be vented to atmosphere.

Where “unified” threads are used, they shall be in accordance with, or SABS 544-1956.

All pipework shall be of high grade stainless steel having a wall thickness to suit the application.

All valves on the vehicle shall be of high grade stainless steel.

All the valves shall be of the ball or flap type, having only open and closed positions. The design of the valves shall prevent opening and closing due to vibration. Valves shall be hydraulically/pneumatically/electrically and manually operated as specified.

17.6 FOAM SYSTEM

The indication rate shall be variable between 3%, 6%, 8%. In order to maintain this rate, an adjustable inductor(s) foam liquid proportioning system suitably marked, shall be fitted.

Foam liquid shall be automatically induced into the inductor(s) foam liquid proportioning system of the fire pump, or the positive induction system and shall be automatically adjusted according to the desired rates at the discharges.

17.6.1 INDUCTOR(S)/FOAM LIQUID PROPORTIONING SYSTEM

A Smart Control around-the-pump automatic proportioning system for Class B foam must be fitted. The system must measure the flow rate on the discharge side of the pump and open a proportioning valve to allow foam concentrate to flow and this flow rate is measured.

The unit's control must compare the flow rates and adjust the valve to provide the correct amount of foam concentrate.

The foam concentrate must be injected into the water flow through the eductor and into the intake side of the pump where it is mixed in the water flow.

17.7 MONITORS

17.7.1 ROOF MONITOR

A monitor shall be mounted to the roof of the crew compartment. The monitor shall be fully aspirated and shall be capable of producing a variable foam pattern from jet to flat fan spray. (Blubber Mouth Type)

The monitor shall be manually and electrically controlled from the monitor platform or by the driver in the cab. Manual control shall only be possible at the monitor. The monitor shall be controlled with a joystick control from inside the cab.

The length of the jet of foam (throw range) shall measure a minimum of 70m from the monitor with a crosswind of not more than 20km/h.

The minimum output shall be at least 3 000 to 6 000 litres/min at 10 bar. The monitor shall have a high and low output selection.

The monitor shall be capable of rotating through a minimum of 260° with an elevation of 45° and a depression of 5°.

The monitor shall be manufactured from non-corrosive material as far as possible.

The design of the monitor shall ensure that the unit can be operated with the vehicle in motion, at slow speeds in either forward or reverse.

A bracket shall be provided to support the monitor when not in use.

The monitor must be wholly manufactured by the ARFF manufacturer to ensure compatibility. The electronics of the monitor must be hard coded to allow the unit to not lose its internal memory when taken off the vehicle and re fitted.

17.7.2 BUMPER MONITOR

A front mounted bumper monitor shall be fitted. The monitor shall be non-aspirating, but with controllable oscillating by a joystick control from inside the cab, within easy reach of the driver.

The monitor shall be capable to produce water as well as water and foam solutions.

The monitor shall have a minimum output of at least 3000 litre/min at 10 bar, with a throw range of 50 meters.

The monitor must be manufactured by the ARFF manufacturer to ensure compatibility.

17.8 SIDE-LINES

The following shall be provided:

Four (4) female instantaneous delivery couplings, 65mm diameter with valves, shall be provided two on each side of the vehicle. The couplings shall be fitted into lockers.

A manually operated control for each side-line shall be fitted to the valves within the lockers.

17.9 25MM HOSE REELS

Two (2) motorized hose reels shall be provided, one (1) to each side of the vehicle. Each reel shall be fitted with 30m of 25mm i/d rubber hose complete with an approved adjustable jet/spray/foam branch. The hose reels shall be capable to deliver water or water and foam. Roller type hose guides shall be provided at the locker to protect the bodywork from damage with the hoses.

17.10 GROUND SWEEP NOZZLES

Horizontal ground sweep nozzles shall be fitted to the front of the vehicle at chassis height, in addition, vertical nozzles shall be mounted beneath the chassis. The nozzles shall be manufactured from light alloy. The amount of nozzles shall be adequate to protect the vehicle. The nozzles shall be positioned in a manner that protects them when the vehicle is travelling over rough terrain.

All nozzles shall be capable of a minimum solution throughput of 50 litre/min.

The horizontal ground sweep nozzles, fitted to the front of the vehicle, shall be capable of delivering expanded foam over a distance of at least 6m to the front of the vehicle.

The controls for the ground sweep nozzles shall be fitted in the cab.

Drain valves shall be fitted into the foam system to enable the system to be drained when required.

18 DRY CHEMICAL POWDER SYSTEM

One (1) bulk type 250kg dry chemical extinguisher system complete with Nitrogen cylinders and 30m extending non-collapsing hose and hand control nozzle with a discharge rate of 2.5kg/second, at 8m throw range. The dry powder shall be compatible with all firefighting foams.

19 ACCESSORIES AND FITTINGS

The following accessories and fittings shall be supplied:

19.1 VEHICLE

| One (1) complete set of vehicle tools including: | |
|--|-----|
| Type | Qty |
| Wheel spanner | 1 |
| Hydraulic jack, capable of raising the fully laden vehicle for the changing of wheels. | 1 |
| Mud flaps. The mud flaps shall be SABS Approved. The mud flaps shall extend down to a position 350mm above the ground level when the vehicle is laden to full load | 4 |

| | |
|---------------|---|
| conditions | |
| Wheel chocks. | 2 |

19.2 PUMPING EQUIPMENT

| One (1) set of pump and equipment tools stowed on the vehicle comprising the following: | |
|---|-----|
| Type | Qty |
| 5m x 65mm hose for tank filling. | 1 |
| 30m x 65mm rubber hoses complete with BIC couplings. | 6 |
| 30m x 45mm rubber hoses complete with BIC couplings. | 4 |
| Pistol Grip discharge nozzles with complete foaming attachment. (Nozzle capable of projecting a solid jet of water which shall be adjustable to a wide-angle fog discharge) | 4 |

19.3 FIRE FIGHTING EQUIPMENT

| One (1) set of firefighting equipment comprising of the following: | |
|---|-----|
| Type | Qty |
| Hose Reel Nozzles: Each hose shall be equipped with a trigger operated nozzle capable of projecting a solid jet of water which shall be adjustable to a wide-angle fog discharge. The nozzle shall be mounted to the hose reels by means of swivel couplings. | 2 |
| 4,7m two section aluminium extension ladder mounted to the top of the vehicle by means of quick release brackets | 1 |
| Multi-purpose hydrant spanner for several sizes. (Cross Type) | 2 |

19.4 FIRE EXTINGUISHERS

| The following extinguishers shall be provided and stored within a suitable compartment; as complementary agents: | |
|--|-----|
| Type | Qty |
| 5,8kg, CO2 extinguishers. | 3 |
| 9kg, dry chemical extinguishers of the stored pressure type | 3 |
| | |

19.5 RESCUE AND MISCELLANEOUS EQUIPMENT

| The following rescue and miscellaneous equipment shall be provided and secured in suitable lockers: | |
|---|-----|
| Type | Qty |
| A rescue roll complete, consisting of: | |
| Plastic wrapping heavy duty PVC (Roll contacting the tools) | 1 |
| Felling axe. | 1 |
| Rip saw | 1 |
| 900mm crow bar | 1 |

| | |
|--|---|
| 200mm shifting spanner | 1 |
| 450mm shifting spanner | 1 |
| Aircraft axe, non-wedge | 2 |
| Rescue knives (Stebco) (2 fitted in cab, 1 in tool rol) | 3 |
| Side cutter | 1 |
| Wire cutter | 1 |
| Plier | 1 |
| Chisel | 1 |
| Screw driver flat 100mm | 1 |
| Screw driver flat 150mm | 1 |
| Screw driver flat 300mm | 1 |
| Phillips Screw driver size 1 | 1 |
| Phillips screw driver size 2 | 1 |
| Phillips screw driver size 3 | 1 |
| Square faced hammer – 2kg | 1 |
| Ball hammer | 1 |
| Croppers bolt | 1 |
| Pry axe | 1 |
| Felling Axe | 1 |
| Hooligan Tool | 1 |
| Chocks 100mm high | 2 |
| Chocks 150mm high | 2 |
| Complete Breathing Apparatus sets with composite cylinder. The SCBA set must have the following characteristics: Complete SCBA (Self Contained Breathing Apparatus) sets consisting of 6.8L 300Bar carbon fibre cylinder, cylinder valve, pressure reducer, medium-pressure tube, quick connector, demand valve, full face mask, high-pressure tube, alarming device, pressure gauge and back pack/plate. The set shall incorporate the following: Heads Up Display indicating orientation, time, low-voltage, SOS instructions, remaining use-time of cylinder, cylinder pressure, ambient temperature, barometric pressure indication. Replaceable lithium battery pack Auto-helping alarm. If the user falls in distress, over 30 sec an alarm must be activated gaining in loudness after 15 second more Five-strap flame-retardant Kevlar head net, comfortable and easy to wear, avoiding clipping hair. | 6 |

| | |
|---|---|
| Back plate must be flame proof ergonomic design, portable and comfortable | |
| A buddy breathing second connection must be available on the set. | |
| Spare Composite SCBA cylinders | 6 |
| BLS fully equipped medical jump bag | 1 |
| Fire blanket | 1 |
| Reciprocating Saws 300mm long blades for cutting aluminium and steel (Battery Operated) | 1 |
| Set of Hydraulic Rescue Tools contacting the following: As a safety precaution, the complete rescue tool system shall utilize mineral based oil. The hydraulic rescue tool system shall operate with a minimum 689 bar and a maximum 724bar. Tools shall meet NFPA 1936 <i>Standard on Powered Rescue Tool Systems</i> , Latest Edition | |
| Heavy Duty Hydraulic Spreader <ul style="list-style-type: none"> • Max Working pressure 724 bar • Max Spread Force 286kN • Max Pull force 130kN Max Spread distance 609,6mm | 1 |
| Telescopic ram Max Working pressure 724 bar Max 1 st stage push force 229kN Max 2 nd stage push force 82,3kN Extended length 1278,1mm Closed length 546,1mm | 1 |
| Heavy Duty cutter Max Working pressure 724 bar Max Cut Force 1197kN Max Blade Opening 203,2mm | 1 |
| Hydraulic motor with 2 x 15m hydraulic hoses Max Working pressure 724 bar 6,5HP 4 Stroke Petrol Engine 2 Tool simultaneous operation The rescue tool system shall be equipped with 2 sets of hoses. The hoses shall be a | 1 |

| | |
|---|---|
| minimum of 15m long. | |
| Each quick-coupler shall be equipped with dust covers to protect couplers from contamination. | |
| Hoses shall be colour coded for ease of identification. | |
| Hoses shall be banded with a quality banding. (Zip ties and the like do not constitute professional banding.) | |
| Chain Saw | 1 |
| Carborundum cutter with Fire and Rescue circular diamond blade | 1 |
| Stokes basket with harnesses | 1 |
| Ceiling hook | 1 |
| Spark resistant shovels | 2 |
| White cotton ropes 18mm diameter x 30m long stored in canvas bag | 2 |
| Salvage Sheets | 2 |
| PPV Fan 21-inch fan | 1 |
| Nato Type folding stretcher | 4 |
| Complete portable O ² set in carry bag | 1 |
| Complete AED in safety case | 1 |
| Pneumatic tool with assorted chisels | 1 |
| Pelican 2450 LED rechargeable torches with vehicle mounted chargers | 6 |
| InfraredHeat Seeking Camera | 1 |
| Spear branch with BIC coupling to connect firefighting hose | 1 |
| Koevoet | 1 |

20 FINISH

The following shall apply:

The cab and body exterior shall be painted with epoxy primer and finished with high gloss yellow colour.

Finish to be two (2) coats high gloss polyurethane acrylic coating, a minimum coat thickness of 0.089 to 0,1mm is required, colour shall be fire engine Yellow RAL3000.

Provision must be made for sign writing on the sides of the body as indicated by end user.

Chassis and rim colour to be grey/black

20.1 NAMEPLATES

The following shall apply:

A major equipment identification and sub equipment identification plate shall be fitted inside the driver's cab. Information, to be supplied by the client, shall be included on the plate by the Contractor.

The wording shall be in the English language only and shall be etched or engraved onto the plate.

A tyre pressure plate shall be fitted inside the driver's cab. Information shall consist of all tyre pressures for all types of terrain.

Each locker, cab interior and roof shall have an itemised equipment tallies permanently engraved and fitted in and unobscured reading position.

20.2 WORKMANSHIP

The workmanship used in the manufacture and construction of the equipment and the system covered by this specification, shall be of a consistently high standard and shall comply with ISO 9001:2015. Bidders must submit their valid ISO certificate with the tender

The manufacturer shall ensure that the high standard is maintained throughout the period of manufacture.

20.3 INTERCHANGEABILITY

Interchangeability of components is of major importance to the maintainability of the equipment.

Preference shall be given to designs that feature equipment that include components that are interchangeable for ease of service.

20.4 SAFETY

The design of the firefighting tender and the equipment contained thereon, shall take into consideration the need to ensure the safety of all personnel involved in the handling of firefighting and rescue equipment.

During the design and manufacture of the vehicle, all aspects of safety including access, equipment operation and service requirements, shall be considered.

20.5 HUMAN ENGINEERING

The design of the vehicle shall be designed to conform to human factor engineering principles for 5th percentile female to 95th percentile male wherever possible within the overall cost objectives.

Particular attention shall be given to the design location of controls and instruments at the operator's station.

Special consideration shall be given to increase efficiency by simplifying maintenance tasks that cannot be eliminated:

20.6 GENERAL

All equipment shall be designed to permit easy access, to reduce wear, and to facilitate ease of maintenance to all items or functions, which are, or must be manipulated for operation, servicing or maintenance in compliance with the Human Engineering Standards.

21 LOGISTICS – MAINTENANCE PLAN

A five (5) year maintenance plan with escalated costs for five (5) years shall be indicated separately on the tender documents. Bidders must give a detailed breakdown of the maintenance plan proposal.

The plan must at least cover the following at the user's premises:

- To regularly service the chassis in accordance with the manufacturers service schedule supplied with the vehicle
- To supply any materials such as engine oils, transmission fluids and other lubricants, brake and clutch fluids and service products such as filters required when executing scheduled routine maintenance
- To arrange for and execute other maintenance work whenever required to the contracted workshop or service department i.e. outwork.
- To replace all mechanical components that require replacement or repair due to normal wear and tear, e.g. brake linings, exhausts etc.
- To service the pump, DCP and foam systems in accordance with the manufacturers service schedule supplied with the vehicle
- To service all motorized equipment fitted on the vehicle
- Monthly inspection of the vehicles to ascertain the state of the vehicles.
- The emergency service call turnaround time must not exceed 24 hours after notification.

The successful bidder must have a fully functioning workshop in South Africa and mobile service vehicles to carry out the services.

**PART A
INVITATION TO BID**

| | |
|---|-------------------------------|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS RELATED TO COMMUNITY SAFETY AND TRANSPORT MANAGEMENT | |
| BID NUMBER: | CLOSING DATE: CLOSING TIME: |
| DESCRIPTION | |

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

| |
|--|
| |
| |
| |
| |
| |
| |
| |
| |

SUPPLIER INFORMATION

| | | | |
|--|---|-------------------------------------|---|
| NAME OF BIDDER | | | |
| POSTAL ADDRESS | | | |
| STREET ADDRESS | | | |
| TELEPHONE NUMBER | CODE | NUMBER | |
| CELLPHONE NUMBER | | | |
| FACSIMILE NUMBER | CODE | NUMBER | |
| E-MAIL ADDRESS | | | |
| VAT REGISTRATION NUMBER | | | |
| TAX COMPLIANCE STATUS | TCS PIN: | OR | CSD No: |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX] | <input type="checkbox"/> Yes <input type="checkbox"/> No | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | <input type="checkbox"/> Yes <input type="checkbox"/> No |

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT FOR THE CODES MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE

| | | | |
|---|--|--|---|
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No (IF YES ENCLOSE PROOF) | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No (IF YES, ANSWER PART B:3) |
| TOTAL NUMBER OF ITEMS OFFERED | | TOTAL BID PRICE | R |
| SIGNATURE OF BIDDER | | DATE | |
| CAPACITY UNDER WHICH THIS BID IS SIGNED | | | |

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: TECHNICAL INFORMATION MAY BE DIRECTED TO:

| | | | |
|------------------|--|------------------|--|
| DEPARTMENT | | CONTACT PERSON | |
| CONTACT PERSON | | TELEPHONE NUMBER | |
| TELEPHONE NUMBER | | FACSIMILE NUMBER | |
| FACSIMILE NUMBER | | E-MAIL ADDRESS | |
| E-MAIL ADDRESS | | | |

**PART B
TERMS AND CONDITIONS FOR BIDDING**

BID SUBMISSION

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR ONLINE
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 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.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

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..... | Bid number..... |
| Closing Time 11:00 | Closing date..... |

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

| ITEM NO. | QUANTITY | DESCRIPTION | BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED) |
|----------|--|-------------|---|
| | | | |
| - | Required by: | | |
| - | At: | | |
| - | Brand and model | | |
| - | Country of origin | | |
| - | Does the offer comply with the specification(s)? | | *YES/NO |
| - | If not to specification, indicate deviation(s) | | |
| - | Period required for delivery | | *Delivery: Firm/not firm |
| - | Delivery basis | | |

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

*Delete if not applicable

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.

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:

- 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, 1999 (Act No. 1 of 1999);
- (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:

connected to the bidder is employed :
Position occupied in the state institution:

.....
.....

Any other particulars:

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

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 / NO

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 / NO

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/NO

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/NO

If so, furnish particulars:

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

DECLARATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 and 2.11.1 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL
CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

.....

(Position

Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the..... preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

| | POINTS | |
|--|------------|------------|
| PRICE | 80 | 90 |
| B-BBEE STATUS LEVEL OF CONTRIBUTOR | 20 | 10 |
| Total points for Price and B-BBEE must not exceed | 100 | 100 |

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

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

2. DEFINITIONS

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

| Designated Group: An EME or QSE which is at least 51% owned by: | EME √ | QSE √ |
|---|----------|----------|
| Black people | | |
| 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 *audialterampartem* (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 |
| |
| |

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, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

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

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

Where

- x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

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

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

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

| <u>Description of services, works or goods</u> | <u>Stipulated minimum threshold</u> |
|--|-------------------------------------|
| | |
| | |

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

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

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

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

| Currency | Rates of exchange |
|-----------------|--------------------------|
| US Dollar | |
| Pound Sterling | |
| Euro | |
| Yen | |
| Other | |

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

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

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. ...Personal .Protective Clothing

ISSUED BY: (Procurement Authority / Name of Institution):Department of community safety and transport management.....

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.tidfi.gov.za/industrial_development/ip.iso. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

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

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

| | |
|----------------------|--------------------|
| SIGNATURE: | DATE: _____ |
| WITNESS No. 1 | DATE: _____ |
| WITNESS No. 2 | DATE: _____ |

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-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

| ID | Question | Yes | No |
|-------|--|---------------------------------|--------------------------------|
| 4.1 | <p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars: | | |
| 4.2 | <p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars: | | |
| 4.3 | <p>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?</p> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars: | | |
| 4.4 | <p>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?</p> | 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

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 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)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (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.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- 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.

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General Conditions of Contract

1. Definitions

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

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies 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 "Written" or "in writing" means handwritten 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, 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 supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.government.gov.za

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.

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 in SCC.

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 supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 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 supplies 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 supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies 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 supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies 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 supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies 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 23 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 and 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, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

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 in the SCC.

12. Transportation

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

13. Incidental services

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

- (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 in SCC, 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 in SCC.

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 in SCC 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 in SCC, 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 in SCC.
- 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 in SCC.
- 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 in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 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 supplies are required, or the supplier's services are not readily available.

21.5 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 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled 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 goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, 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 Accounting Officer / Authority 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. Anti-dumping 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 contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies 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 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 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.
- 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 in SCC.
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 the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP) 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34. Prohibition of Restrictive practices 34.1 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 (or bid rigging).
- 34.2 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 the Competition Act No. 89 of 1998.

- 34.3 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.