



ALFRED NZO

DISTRICT MUNICIPALITY

**TENDER DOCUMENT
FOR
THE SUPPLY AND DELIVERY OF FIRE AND RESCUE EQUIPMENT**

BID NOTICE NO: ANDM/CDS/151/03/03/2017

2017

ISSUED BY:

The Municipal Manager
Alfred Nzo District Municipality
Private Bag X511
Erf 1400 Ntsizwa Street
Mount Ayliff, 4735
Tel: +27(039) 254 5000
Fax: +27(039) 254 0343

NAME OF BIDDER: _____

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TENDER VOLUME PART T1: TENDERING PROCEDURES

**ALFRED NZO DISTRICT MUNICIPALITY
SUPPLY AND DELIVERY OF FIRE AND RESCUE EQUIPMENT
BID NO: ANDM/CDS/151/03/03/2017**

Alfred Nzo District Municipality (ANDM) invites bids from suitable bidders to submit bids for the **supply and delivery of Fire and Rescue Equipment** for Alfred Nzo District Municipality.

The project includes submitting the garments for quality evaluation, taking measurements for proper fitting and exchanging the ill-fitting garments.

Documentation

Copies of the bid documents may be obtained from the offices of Alfred Nzo District Municipality, Erf 1400 Ntsizwa Street, Mount Ayliff, as from 28 March 2017. A non-refundable deposit of R250.00 (either cash or bank guaranteed cheque in favor of Alfred Nzo District Municipality) is required per tender document.

Briefing meeting

A compulsory project clarification meeting will be held on the 10 April 2017 at 10:00 and Service Providers are required to meet the Officials of Alfred Nzo District Municipality at ANDM Disaster Centre in Mount Ayliff.

Notes to Prospective Bidders/compulsory submissions:

- All prospective bidders must be registered / eligible to register on the Alfred Nzo District Municipal data base.
- All bids submitted should remain valid for a period of 90 days after the bid closing date.
- Original Valid Tax Clearance Certificate.
- Certified copies of B-BBEE Level certificate.
- Company profile with traceable references.
- Joint Venture agreement (where applicable).

Failure to supply all required and supplementary information will result in the tender being deemed non-responsive; and therefore the tender will not be considered for award.

The bid will be adjudicated on the basis of the Preferential Procurement Policy Framework Act (Act No.5, 2000), and the regulations pertaining thereto (2011), as well as the Alfred Nzo District Municipality’s Supply Chain Management policy. 80/20 preference point system will be used as per the ANDM SCM policy.

The bids will be evaluated in two stages, namely:

- Stage 1- Functionality
- Stage 2- Price and BBBEE Points

Only Bidders who score 70 points on stage 1 would be evaluated further and therefore eligible for the award.

ITEM	Weight
STAGE 1 OF EVALUATION – FUNCTIONALITY	100
Functionality	
• Previous Experience	40
• Capacity and expertise	60
STAGE 2 OF EVALUATION – PRICE & PREFERENTIAL POINTS	
BBBEE POINTS	20
Price	80
TOTAL	100

BID CLOSING DATE

Completed bids in sealed envelopes endorsed “ANDM/CDS/151/03/03/2017 ” must be deposited in the bid box at Alfred Nzo District Municipality offices, Erf 1400, Ntsizwa Street, Mt Ayliff not later than 12h00 on the **26 April 2017** where bids will be opened in public shortly afterwards at ANDM Conference Centre. Bidders must take note that where a correction is made the bidder should append a signature. All bids should be completed in black ink and the use of a correction fluid is NOT permitted at all and will lead to disqualification. Bids completed in pencil will be disqualified. Late, incomplete, electronic, telegraphic, telexed, faxed bids will not be considered. The lowest or any proposal will not necessarily be accepted and Alfred Nzo District Municipality reserves the right to accept or not to accept any proposal either in whole or in part. And any assistance in completing partly or full of bid from ANDM Official or Councillor will result in disqualification of bid.

BID ENQUIRES

Enquiries should be directed to **Mr P Z Vuko** on **039 254 5000 Ext 4007**, email: vukoz@andm.gov.za, or Mr Z Mani on 039 254 5059, email: maniz@andm.gov.za.

Alfred Nzo District Municipality
Erf 1400 Ntsizwa Street.
Mount Ayliff
4735

T1.2 TENDER DATA

F.1 General

F.1.1 Actions

The employer and each Bidder submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions for the calling for tender, the following definitions apply:

- a) **Comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) **Fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- d) **Quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

Each communication between the employer and a Bidder shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

The Employer's agent is
Mr. Z.H. Sikhundla
The Municipal Manager
Alfred Nzo District Municipality
Erf 1400, Ntsizwa Street
Private Bag X511
Mt Ayliff, 4735
Tel: +27(039) 254 5000
Fax: +27(039) 254 0343
The Employer's address for delivery of tender offers
Location of tender box: Municipal Tender Box at the reception of the employer's address
Identification details: The tender must be contained in a sealed envelope, addressed to:
Mr. Z.H. Sikhundla
The Municipal Manager
Alfred Nzo District Municipality
Erf 1400, Ntsizwa Street
Mt Ayliff, 4735
Tender: CONTRACT NO: BID NO: ANDM/CDS/151/03/03/2017
Closing date and time is the 26 April 2017 at 12:00
Name of Bidder:
Physical Address:
Postal Address:
Contact details:

Tender documents must be deposited in the Municipal Tender Box before the Closing date and time.

F.1.5 The employer's right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a Bidder for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.2 Tenderer's obligations

F.2.1 Eligibility

Submit a tender offer only if the Bidder satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.2 Cost of tendering

Accept that the employer will not compensate the Bidder for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which Bidders may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

F.2.9 Insurance

The Bidder agrees to obtain and maintain in full force and effect a policy or policies of public liability and property damage insurance, in form and substance satisfactory to the municipality.

If the policy is cancelled, the Bidder must obtain and provide the municipality with evidence of a replacement policy on equivalent terms as a condition to Contractor's right hereunder to continue performance of the contract.

The municipality shall have no responsibility or liability for any loss (by theft or otherwise) of or damage to fixtures or other property of the Bidder, its agents, employees, contractors, licensees, visitors or invitees.

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

F.2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the Bidder proposes.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.13 submitting a tender offer

F.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for Bidders proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.6 N/A

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not

sealed and marked as stated.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall **not** accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the tender offer is sought, offered, or permitted. The total of the prices stated by the Bidder shall be binding upon the tenderer.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred Bidder following a competitive selection process, should the Employer elect to do so.

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the Bidder not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

F.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

F.3 The employer's undertakings

F.3.1 Respond to clarification

Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all Bidders who drew procurement documents.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each Bidder during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a Bidder applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all Bidders who drew documents.

F.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding

address), to the Bidder concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each Bidder whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system – N/A

F.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a Bidder to influence the processing of tender offers and instantly disqualify a Bidder (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

F.3.8.1 Determine, on opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work,
- B) change the Employer's or the tenderer's risks and responsibilities under the contract, or
- b) Affect the competitive position of other Bidders presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors

F.3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the Bidder will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

F.3.9.2 Consider the rejection of a tender offer if the Bidder does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

F.3.10 Clarification of a tender offer

Obtain clarification from a Bidder on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below:

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.2 Scoring Financial Offers

The percentage scored for price should be calculated as follows:

The lowest acceptable bid/proposal will obtain the maximum percentage allocated for price. The other bids/proposals with higher prices will proportionately obtain lower percentages based on the following formula:

$$P_s = \frac{(P_t - P_{min})}{P_{min}}$$

F.3.11.3 Scoring quality (functionality)

Each panel member should award values for each individual criterion on a score sheet.

F.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

F.3.13 Acceptance of tender offer

F.3.13.1 Accept tender offer only if the Bidder complies with the legal requirements stated in the Tender Data.

F.3.13.2 Notify the successful Bidder of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful Bidder as described in the form of offer and acceptance.

F.3.15. Prepare contract documents

If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) of addenda issued during the tender period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful Tenderer, and
- d) the schedule deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful Bidder for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the Bidder to submit, after acceptance by the employer, shall be included.

F.3.17 Complete adjudicator's contract

N/A

F.3.18 Provide copies of the contracts

Provide to the successful Bidder the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

F.3.19 Tender offers will only be considered if:

- a) The Bidder has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services(SARS)
- b) The Bidder or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and
- c) The Bidder has not:
 - a. Abused the Employer's Supply Chain Management System; or
 - b. Failed to perform on any previous contract and has been given a written notice to this effect.

TENDER VOLUME PART T2: RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

The following returnable schedules constitute the List of Returnable Documents for this tender.

Returnable Schedules required for tender evaluation purposes

- T2.2 A Certificate for Authority of Signatory
- T2.2 B Declaration claiming Quality Points entitlement
- T2.2 C Declaration of Tax Compliance
- T2.2 D Declaration of Bidder's Past Supply Chain Management Practices
- T2.2.E Compulsory Enterprise Questionnaire
- T2.2.F Work Programme and cash flow projections
- T2.2 G Proof of Professional registration
- T2.2 H CV's of team members
- T2.2 I Company Experience with similar projects details FORM
- T2.2 J Certified copy of BBBEE certificate
- T2.2 K Valid Tax Clearance SARS Certificate
- T2.2 L Company Shareholding Details
- T2.2 M Proof of Office Residence
- T2.2 N Proposal

Returnable Schedules will be incorporated into the Contract

- C1.1 Offer and Acceptance
- C1.2 Contract Data (Part 2)
 - C1.2.1 Record of Addenda to Tender Documents
 - C1.2.2 Declaration claiming Preference Points entitlement
 - C1.2.3 Alterations by Bidder
- C2.2 Bill of quantities

T2.2 A Certificate for Authority of Signatory

Indicate the status of the Bidder by ticking the appropriate box hereunder. The Bidder must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

b. **Certificate for company**

I, _____, a director of

_____,

hereby confirm that by resolution of the board (copy attached) taken on _____

20__,

Mr/Ms _____, acting in the capacity of _____

_____,

was authorised to sign all documents in connection with this tender and any Contract resulting from it on behalf of the company.

I further declare that the information provided in the tender is true and correct and documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the Alfred Nzo District Municipality.

As witnesses:-

1. _____

Director

2. _____

Date

Should the Bidder have, in the opinion of the Alfred Nzo District Municipality, acted fraudulently, illegally, in bad faith or in any improper manner with regard to the tender, then the Alfred Nzo District Municipality may, in its sole discretion:

- * Ignore any tenders without advising the Bidder thereof
- * Cancel the Contract without prejudice to any legal rights the Alfred Nzo District Municipality may have

Should the Bidder disregard this or conduct affairs in a way that transgresses the Alfred Nzo District Municipality Code of Conduct, this could seriously impair future business relations between the Alfred Nzo District Municipality and such Bidder.

B. Certificate for partnership

We, the undersigned, being the partners in the business trading as _____
_____ hereby authorize Mr/Ms _____
_____, acting in the capacity of _____
_____, to sign all documents in connection with
this tender and any Contract resulting from it on our behalf.

I further declare that the information provided in the tender is true and correct and documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the Alfred Nzo District Municipality.

Name	Address	Signature	Date

NOTE: This certificate is to be completed and signed by all of the partners upon whom rests the direction of the affairs of the Partnership as a whole.

Should the Bidder have, in the opinion of the Alfred Nzo District Municipality, acted fraudulently, illegally, in bad faith or in any improper manner with regard to the tender, then the Alfred Nzo District Municipality may, in its sole discretion:

- * Ignore any tenders without advising the Bidder thereof
- * Cancel the Contract without prejudice to any legal rights the Alfred Nzo District Municipality may have

Should the Bidder disregard this or conduct affairs in a way that transgresses the Alfred Nzo District Municipality Code of Conduct, this could seriously impair future business relations between the Alfred Nzo District Municipality and such Bidder.

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms _____, authorised signatory of the company _____, acting in the capacity of lead partner, to sign this tender and any Contract resulting from it on our behalf.

The authorization is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

We further declare that the information provided in the tender is true and correct and documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the Alfred Nzo District Municipality.

We have examined Annexure F: Joint Venture Disclosure Form of the Employer’s procurement policy and will upon request by the Employer provide a completed and signed copy of it.

Name of Firm	Address	Authorizing signature, Name & Capacity
Lead partner		

Should the Bidder have, in the opinion of the Alfred Nzo District Municipality, acted fraudulently, illegally, in bad faith or in any improper manner with regard to the tender, then the Alfred Nzo District Municipality may, in its sole discretion:

- * Ignore any tenders without advising the Bidder thereof
- * Cancel the Contract without prejudice to any legal rights the Alfred Nzo District Municipality may have

Should the Bidder disregard this or conduct affairs in a way that transgresses the Alfred Nzo District Municipality Code of Conduct, this could seriously impair future business relations between the Alfred Nzo District Municipality and such Bidder.

D. Certificate for sole proprietor.

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

I further declare that the information provided in the tender is true and correct and documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the Alfred Nzo District Municipality.

As witnesses:-

1. _____

Signature: Sole owner

2. _____

Date

Should the Bidder have, in the opinion of the Alfred Nzo District Municipality, acted fraudulently, illegally, in bad faith or in any improper manner with regard to the tender, then the Alfred Nzo District Municipality may, in its sole discretion:

- * Ignore any tenders without advising the Bidder thereof
- * Cancel the Contract without prejudice to any legal rights the Alfred Nzo District Municipality may have

Should the Bidder disregard this or conduct affairs in a way that transgresses the Alfred Nzo District Municipality Code of Conduct, this could seriously impair future business relations between the Alfred Nzo District Municipality and such Bidder.

E. Certificate for Close Corporation

We, the undersigned, being the members of the business

hereby authorise Mr/Ms ----- acting in
the

capacity of ----- to sign all documents in
connection with

this tender and any Contract resulting from it.

We further declare that the information provided in the tender is true and correct and documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the Alfred Nzo District Municipality.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the members upon whom rests the direction of the affairs of the Close Corporation as a whole.

Should the Bidder have, in the opinion of the Alfred Nzo District Municipality, acted fraudulently, illegally, in bad faith or in any improper manner with regard to the tender, then the Alfred Nzo District Municipality may, in its sole discretion:

- * Ignore any tenders without advising the Bidder thereof
- * Cancel the Contract without prejudice to any legal rights the Alfred Nzo District Municipality may have

Should the Bidder disregard this or conduct affairs in a way that transgresses the Alfred Nzo District Municipality Code of Conduct, this could seriously impair future business relations between the Alfred Nzo District Municipality and such Bidder.

T2.2 C Declaration of Tax compliance

This declaration must be completed in all respects. Failure to complete this declaration that the tax and levy affairs of the Bidder are satisfied in terms of the relevant Acts or that suitable arrangements have been made with the Receiver of Revenue, will invalidate the tender. The validity of this document will be verified with the Receiver of Revenue before a Contract is awarded.

SOUTH AFRICAN REVENUE SERVICE/ Alfred Nzo District Municipality	Contract No.												
DECLARATION OF GOOD STANDING REGARDING TAX													
PARTICULARS													
1.	Name of Taxpayer/Bidder :												
2.	Trade Name :												
3.	Identification No.												
4.	Company/CC Reg. No.												
5.	Income Tax Ref. No.												
6.	VAT Reg. No.												
DECLARATION													
It is hereby declared that the Income Tax, Value Added Tax (VAT) and Alfred Nzo District Municipality Levy obligations of the above-mentioned taxpayer(s), which includes the rendition of returns and payment of the relevant taxes: have been satisfied in terms of the relevant Acts; or													
That suitable arrangements have been made with the Receiver of Revenue and the Alfred Nzo District Municipality to satisfy them.*													
..... Signature			 Capacity			 Date					
Please note: * The declaration (ii) cannot be made unless formal written arrangements have been made with the Receiver of Revenue and/or Alfred Nzo District Municipality with regard to any outstanding revenue/tax returns or levies. The levy declaration applies only to Alfred Nzo District Municipality levy payers.													

Bidder.....

.....

Signature of Bidder.....

Date.....

T2.2 D Declaration of Bidder’s Past Supply Chain Management Practices

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>Audi alter am partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury’s website, www.treasury.gov.za, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

T2.2 E Compulsory Enterprise Questionnaire

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: Professional registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a |
| <input type="checkbox"/> a member of the board of | |

directors of any municipal entity provincial legislature

an official of any municipality or
municipal entity

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- b) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the Bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

T2.2 F Programme of action, cash flow projections

(Attach programme and cash flow projections)

T2.2 G Proof of Professional Registration

(Attach certified copies of professional registration)

T2.2 H CV's of team members

(Attach CV's and certified copies of qualification)

T2.2 J Certified copy of BBEE certificate

(Attach certified copy)

T2.2 K Valid Tax Clearance SARS Certificate

(Attach original)

T2.2 L Company Shareholding Certificate and Supporting Details

(Attach certified copies of company Shareholding Certificate (CK), IDs of Shareholders and Proof of disability of a Shareholder where applicable)

T2.2 M Proof of Office Residence

(Attach copy)

T2.2 N Proposal

(Attach proposal)

CONTRACT VOLUME PART C1: AGREEMENT AND CONTRACT DATA

C1.1 Form of offer and acceptance

Offer

The Employer, identified in the acceptance signature block, has solicited offers to enter into a Contract for the Supply and delivery of Fire and Rescue Services Protective Wear and Uniform for Alfred Nzo District Municipality.

The Bidder, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the Bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Bidder offers to perform all of the obligations and liabilities of the Service Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of Contract identified in the Contract Data.

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

.....
.....Rand (in words);

R..... (In figures)

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the tender data, whereupon the Bidder becomes the party named as the Service Provider in the conditions of Contract identified in the Contract Data.

Signature: **Name:**

Capacity:

For _____ **the** _____ **Bidder:**

.....
.....

(Name and domicilium citandi of organization)

Name and Signature of Witness:

Date:

C1.2.1 CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT (GCC)

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 (GCC) will form part of all Bid documents and may not be amended.

Special Conditions of Contract (SCC) relevant to a specific Bid, supplement the GCC. Whenever there is a conflict, the provisions in the SCC shall prevail.

1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 **“Acceptable bid”** means any bid, which, in all respects, complies with the specifications and conditions of the bid as set out in the bid document.
- 1.2 **“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, works or services.
- 1.3 **“Black enterprise”** means an enterprise that is 50,1% owned by black persons and where there is substantial management control. Ownership refers to economic interest while management refers to the membership of any board or similar governing body of the enterprise.
- 1.4 **“Black empowered enterprise”** means an enterprise that is at least 25,1% owned by black persons and where there is substantial management control. Ownership refers to economic interests. Management refers to executive directors. This is whether the black enterprise has control or not.
- 1.5 **“Black people”** includes all African, Coloured or Indian persons who are South African citizens by birth or by descent or who were naturalised prior to the commencement of the constitution in 1993. In addition, the term also includes black people who became South African citizens after the constitution’s commencement but who would have been able to be naturalised prior to this, were it not for the Apartheid laws which prohibited naturalisation of certain persons. This means that an African, Coloured or Indian person who was not a South African citizen before the commencement

of the constitution in 1993 but who would have been entitled to apply to be naturalised prior to 1993, will also be considered a black person and therefore a beneficiary of BEE.

- 1.6 **“Black woman-owned enterprise”** means an enterprise with at least 25,1% representation of black women within the black equity and management portion.
- 1.7 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.8 **“Comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
- 1.9 **“Community or broad-based enterprise”** means an enterprise that has an empowerment shareholder who represents a broad base of members such as a local community or where the benefits support a target group, for example black women, people living with disabilities, the youth and workers. Shares are held via direct equity, non-profit organisations and trusts.

Benefits from the shareholding should in a measurable sense be directed towards the uplifting of the community through job creation, welfare, skills development, entrepreneurship and human rights. At the same time, directors and management of groups should significantly comprise black persons.

These arrangements are appropriate in situations where the activities or operations of an enterprise or industry directly impact on a community or are located in a community, or may benefit a community. Notable examples are large industrial projects, mining and tourism. Other instances, which do assist in broadening the shareholder base, are employee share ownership schemes; these are a viable empowerment shareholder option. In this and other circumstances, these arrangements should not detract from the ability of the shareholder to exercise significant influence or control over the operations of the business.

- 1.10 **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 1.11 **“Contract”** means the written agreement entered into between the Municipality 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.
- 1.12 **“Contract price”** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.13 **“Control”** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active

and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.

- 1.14 **“Co-operative or collective enterprise”** is an autonomous association of persons who voluntarily join together to meet their economic, social and cultural needs and aspirations through the formation of a jointly-owned enterprise and democratically controlled enterprise.
- 1.15 **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.16 **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.17 **“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.
- 1.18 **“Day”** means calendar day.
- 1.19 **“Delivery”** means delivery in compliance with the conditions of the contract or order.
- 1.20 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.21 **“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.
- 1.22 **“Disability”** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 1.23 **"Dumping"** occurs when a private enterprise abroad markets 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.
- 1.24 **“Equity Ownership”** means the percentage ownership and control, exercised by individuals within an enterprise.
- 1.25 **”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 Municipality in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.26 **“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.
- 1.27 **“GCC”** mean the General Conditions of Contract.
- 1.28 **“Goods”** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the Municipality under the contract.
- 1.29 **“Historically Disadvantaged Individual (HDI)”** means a South African citizen -
- 1.29.1 who, due to the Apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act 200 of 1993) (“the interim Constitution); and/or
- 1.29.2 who is a female; and/or
- 1.29.3 who has a disability:
- provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI.
- 1.30 **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.
- 1.31 **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.32 **“Management”** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- 1.33 **“The Municipality”** means Alfred Nzo District Municipality

- 1.34 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.35 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.36 **“Owned”** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
- 1.37 **“Parliament”** means Parliament of the Republic of South Africa as set out in Chapter Four of the Constitution.
- 1.38 **“Person”** includes reference to a juristic person.
- 1.39 **“Project site”** where applicable, means the place indicated in bidding documents.
- 1.40 **“Purchaser”** means the organization purchasing the goods.
- 1.41 **“Rand value”** means the total estimated value of a contract in Rand denomination that is calculated at the time of the bid invitations, and includes all applicable taxes and excise duties.
- 1.42 **“Republic”** or **“RSA”** means the Republic of South Africa.
- 1.43 **“RFP”** means Request for Proposal.
- 1.44 **“RFT”** means Request for Tender.
- 1.45 **“RFQ”** means Request for Quotation.
- 1.46 **“SCC”** means the Special Conditions of Contract.
- 1.47 **“Secretary”** means the Secretary to Parliament.
- 1.48 **“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.
- 1.49 **“Specific contract participation goals”** means the goals as stipulated in the Preferential Procurement Regulations, 2001. In addition to above-mentioned goals, the Regulations [12. (1)] also make provision for organs of State to give particular consideration to procuring locally manufactured products.

- 1.50 **“Small, Medium and Micro Enterprises (SMMEs)”** bear the same meaning assigned to this expression in the National Small Business Act, 1996 (Act 102 of 1996).
- 1.51 **“Sub-contracting”** means the primary contractor’s assigning or leasing or making out work to, or employing another person to support such a primary contractor in the execution of part of a project in terms of the contract.
- 1.52 **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
- 1.53 **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- 1.54 **“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 Municipality 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.

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 Municipality 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 as 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 Municipality and shall be returned (all copies) to the Municipality on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the Municipality to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the Municipality if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the Municipality 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 – N/A

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 Parliament or an organisation acting on behalf of Parliament.
- 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 Municipality 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 Municipality 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 Municipality 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.
- 10.2 Documents to be submitted by the supplier are specified in the tender document.

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 tender document.

12. Transportation

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

be specified in the tender document.

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 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 Municipality 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 Municipality of the pending termination, in sufficient time to permit the Municipality to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the Municipality 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 thirty six (36) 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.
- 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 24 hours 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 24 hours, the Municipality 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 Municipality may have against the supplier under the contract.

16. Payment

- 16.1 N/A
- 16.2 The supplier shall furnish the Municipality with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the Municipality 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.

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.

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the Municipality 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 Municipality 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 Municipality 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 Municipality shall, without cancelling 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 Municipality 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 Municipality 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 Municipality has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the Municipality terminates the contract in whole or in part, the Municipality 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 Municipality 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.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or antidumping 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 Municipality in writing of such condition and the cause thereof. Unless otherwise directed by the Municipality 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 Municipality 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 Municipality 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 as agreed between the Municipality the Bidder and the independent intermediary.
- 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 Municipality shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

- (a) The supplier shall not be liable to the Municipality 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 Municipality and
- (b) The aggregate liability of the supplier to the Municipality 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, Parliament 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 (SARS).

33. Ownership and Copyright

- 33.1.1 Ownership of all products produced in terms of this agreement, of whatever nature, vest in the purchaser.
- 33.1.2 The copyright of products, of whatever nature, commissioned and produced in terms of this agreement, and that have been paid for by the Employer are owned exclusively by the purchaser.

C1.2 Contract Data

C1.2.2 Part 1: Data provided by the Employer

Clause	Data
1	<p>Employer: The Employer is the Alfred Nzo District Municipality The authorized and designated representative of the employer is: Name: Mr. Z.H. Sikhundla, The Municipal Manager, Alfred Nzo District Municipality.</p> <p>The Employer's address for receipt of communications is: Alfred Nzo Municipality Erf 1400, Ntsizwa Street Private Bag X511 Mt Ayliff, 4735 Tel: +27(039) 254 5000 Fax: +27(039) 254 0343</p>
1	<p>Period of Performance: All services shall be completed within the time frames set out in the final project programme to be drawn up jointly between the Employer and the Service Provider.</p>
3.14.1	<p>The final programme shall be submitted within 7 working days of the award of the contract.</p>
9.1	<p>Copyright shall vest in the Employer</p>

C1.2 Contract Data

C1.2.3 Part 2: Data provided by the Service Provider

Clause	Contract Data
1.	<p>The Service Provider is</p> <p>.....</p> <p>Address</p> <p>.....</p> <p>Registered Company/Close Corporation Name (if applicable) is</p> <p>.....</p> <p>VAT registration number</p> <p>Bank name & branch</p> <p>Bank account number</p> <p>The Service Provider’s address for receipt of communications is:</p> <p>Telephone:</p> <p>Facsimile:</p> <p>E-mail:</p> <p>Address:</p> <p>.....</p> <p>.....</p>
5.3	<p>Name of designated representative</p> <p>Professional registration category</p> <p>Professional registration number</p> <p>Years of experience in the consultancy industry.....</p>

CONTRACT VOLUME PART C2: PRICING DATA

C2.1 pricing instructions

The payment to be paid to the Service Provider for providing the Services required in terms of this Agreement and for reimbursement for all expenses and costs incurred in performing the Services shall be in accordance with the following and marked up or down as set out in the priced bill of quantities.

The bill of quantities shall be understood and priced as follows:

Item refers to the numbering in a logical order.

Description refers to the **Item** descriptions in the Government Gazette 29729, 30 March 2007. **Estimated value payable (R)** indicates the estimated rand value that would be payable to the Service Provider in terms of paragraph two above. It includes mark ups set out in the gazette. This value is subject to re-measurement in terms of the Contract. **Tendered price** for items 1,2 and is the **Estimated value payable (R)** adjusted up or down in accordance with the **% Mark up or Mark down**. The **tender sum** is the sum of the tendered prices for items 1, 2 and the applicable VAT.

PREAMBLE TO THE PRICING SCHEDULE

1 Rates for Timed-Based Services shall be entered against the relevant items in the Pricing Schedule for different levels of personnel. Time-based payments will only be made when the work involved has been specifically ordered in writing by the Alfred Nzo District Municipality.

2 This bill of quantities forms part of the contract documents and must be read in conjunction with all the other documents comprising the contract documents.

The validity of the contract shall in no way be affected by differences between the values in the bills of quantities and the values finally certified for payment. Work will be valued at the percentage rates or lump sums Tender.

3 A tender may be rejected if the percentage rates or lump sums for any of the items in the bills of quantities are, in the opinion of the Municipality, unreasonable or out of proportion. The Bidder will be given a period of seven (7) days after having been notified in writing by the Alfred Nzo District Municipality to adjust the percentage rates or lump sums for the relevant items.

4 Sums of money quoted in the bills of quantities shall be in South African Rands and whole cents. Fractions of a cent shall be discarded

5 The percentage allocated on the bill of quantities is what the municipality is prepared to pay the service provider for the stage (Pricing and claiming method)

Part C2 Pricing Data

C2.2 Bill of quantities (SEE SIZES ON THE SCOPE OF WORK)

FIRE FIGHTING EQUIPMENT						
Item	Description	Style	Colour	Quantity	Unit price	Total price
1	BA Full set	Complete BA Set with Face Piece Assemble-SABS Approved with 6Lts, 300Bar Cylinder	Yellow with grey Bottle	10		
2	Stand pipes with key and bar	Aluminium Bayonet type	Silver with red 65mm instantaneous coupling	10		
3	20 l Firefighting foam	Fire extinguishing media – foam as specified in SANS 7203-3 or ISO 703-3	-	20		
4	Ceiling Hook	Wooden Handled Pike Pole	Brown	10		
5	Foam Branch	Aluminium Alloy, 900L/Min Range, BS336 instantaneous Inlet	Yellow	5		
6	Inline Inductor	Aluminium 1-6% Adjustment, 225/450L/Min Flow rate, 7Bar Flow Pressure	Yellow	5		
7	Boosting Cables	Heavy Duty Boosters(for trucks)	Red	5		
8	Extension Cords	5x 40mm x 30m& 5x40mm x 100m extension cords	Black	10		
9	Floating Pump	Honda GXV 160 OHV Floating Pump with female instantaneous coupling	Yellow	5		
10	Blower	STIHL BG-KM 100 R Blower	Red	7		

NB: No additional items may be added to the Bill of Quantities.

CONTRACT VOLUME PART C3: SCOPE OF WORK

1. Introduction.

The effectiveness and efficiency of the Fire Services depends solely on the availability of fire and rescue services equipment in their response vehicles. The equipment has been budgeted for and the spec has been attached for to effect the procurement of the equipment.

2. Background

The communities bet their live and property on Fire and Rescue Services for protection. It is therefore proper that the state of the art equipment for firefighting must be procured to keep the service in par with ever changing technology in terms of combating fires and rescue operations.

Item	Description	Style	Colour
1	BA Full set	Complete BA Set with Face Piece Assemble-SABS Approved with 6Lts, 300Bar Cylinder	Yellow with grey Bottle
2	Stand pipes with key and bar	Aluminium Bayonet type	Silver with red 65mm instantaneous coupling
3	20 l Firefighting foam	Fire extinguishing media – foam as specified in SANS 7203-3 or ISO 703-3	-
4	Ceiling Hook	Wooden Handled Pike Pole	Brown
5	Foam Branch	Aluminium Alloy, 900L/Min Range, BS336 instantaneous Inlet	Yellow
6	Inline Inductor	Aluminium 1-6% Adjustment, 225/450L/Min Flow rate, 7Bar Flow Pressure	Yellow
7	Boosting Cables	Heavy Duty Boosters(for trucks)	Red
8	Extension Cords	5x 40mm x 30m& 5x40mm x 100m extension cords	Black
9	Floating Pump	Honda GXV 160 OHV Floating Pump with female instantaneous coupling	Yellow
10	Blower	STIHL BG-KM 100 R Blower	Red

3. Project Name.

To Supply and delivery of Fire and Rescue Equipment.

4. Project Description.

4.1 Location.

Erf 1400 Ntsizwa Street Mount Ayliff, 4735

4.2 Aims and Objectives.

The main aim of this project is providing necessary firefighting equipment in order to achieve maximised performance of Fire and Rescue Service at the emergency scene.

4.3 Scope of work.

4.3.1 Specification

4.3.1 Special conditions

- 1. It is required that the items above be supplied by a single supplier. NO PART SUPPLY WILL BE ACCEPTED**
- 2. All items requested must be supplied within 4 – 6 weeks from the date of order/appointment**
- 3. The supplier will be requested to submit samples of equipment before commencement of manufacture.**
- 4. The Municipality reserves the right to cancel any item/ order should the delivery schedule not be adhered to.**

4.3.2. Components of the proposal.

The project proposal must amongst others contain the following:

Clear method and process to be followed;

- Comprehensive company profile and contact person to be responsible for the project and further indicate the names and CV of other professionals to form part of the consortium;
- Clear timeframes for completion of the project;
- Clear project budget aligned to the tasks or activities or deliverables.

4.3.3. Project time

The project time frame is **four (4)** months from the date of appointment of the service provider.

5. Project management.

The project is to be co-ordinated and managed by Operational Team consisting of Chief Fire Officer, Supply Chain Management as well as the appointed service provider.

The service provider will be expected to submit progress reports to the Operational Team on a monthly basis and as and when required.