



**TENDER NO.: SC 1414/2013**

**SUPPLY AND DELIVERY OF A MAJOR FIRE FIGHTING / RESCUE PUMPER**

**PROCUREMENT DOCUMENT**

**PREPARED AND ISSUED BY:**

DIRECTORATE: FINANCE: SCM UNIT  
 OVERSTRAND MUNICIPALITY  
 PO BOX 20  
 HERMANUS  
 7200

**CONTACT:**

NAME: **LESTER SMITH**  
 TELEPHONE: **028 313 5041**

<b>NAME OF TENDERER:</b>	
<b>Physical Address of Workshop:</b>	
<b>Delivery period (lead time) in weeks:</b>	
<b>Delivery Address:</b>	<b>FIRE STATION, MUSSEL ROAD, HERMANUS, WESTERN CAPE</b>
<b>Total Bid Price (Inclusive of VAT)</b>	<b>REFER TO PAGES 56 &amp; 57 FOR PRICING SCHEDULE</b>

**OCTOBER 2013**

<b>KLEINMOND</b> Private Bag X3 Kleinmond; 7195 Tel: 028 271 8100 Fax: 028 271 4678	<b>HERMANUS</b> PO Box 20 Hermanus; 7200 Tel: 028 313 8000 Fax: 028 313 8048	<b>STANFORD</b> PO Box 84 Stanford; 7210 Tel: 028 341 0640 Fax: 028 341 0445	<b>GANSBAAI</b> PO Box 26 Gansbaai; 7220 Tel: 028 384 0111 Fax: 028 384 0241
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TENDER DETAILS						
TENDER NUMBER:	<b>SC1414/2013</b>					
TENDER TITLE:	<b>SUPPLY AND DELIVERY OF A MAJOR FIRE FIGHTING / RESCUE PUMPER</b>					
CLOSING DATE:	<b>2013/11/15</b>		CLOSING TIME:	<b>12H00</b>		
SITE MEETING:	DATE:	<b>N/A</b>	TIME:	<b>N/A</b>	COMPULSORY:	<b>N/A</b>
SITE MEETING ADDRESS:	<b>N/A</b>					
CIDB GRADING REQUIRED:	<b>N/A</b>	LEVEL AND CATEGORY:	<b>N/A</b>			
BID BOX NO:	<b>3</b>	SITUATED AT: Overstrand Municipal Building, Magnolia Avenue, Hermanus. The bid box is generally open 24 hours a day, 7 days a week.				
OFFER TO BE VALID FOR:	<b>60</b>	DAYS FROM THE CLOSING DATE OF BID.				

TENDERER DETAILS			
NAME OF TENDERER:			
NAME OF CONTACT PERSON:			
PHYSICAL ADDRESS:		POSTAL ADDRESS:	
TELEPHONE #:		FAX NO.	
E-MAIL ADDRESS:			

TENDER AMOUNT (INCLUDING VAT) :	
DATE:	
SIGNATURE OF TENDERER:	
CAPACITY UNDER WHICH THIS BID IS SIGNED:	

<b>PLEASE NOTE:</b>
a) Tenders that are deposited in the incorrect box will not be considered.
b) Tender box deposit slot is 28cm x 2.5cm.
c) Mailed, telegraphic or faxed tenders will not be accepted.
d) If the bid is late, it will not be accepted for consideration.
e) Bids may only be submitted on the Bid Documentation provided by the Municipality.

ENQUIRIES MAY BE DIRECTED TO:		
	ENQUIRIES REGARDING BID PROCEDURES	TECHNICAL ENQUIRIES
CONTACT PERSON:	<b>BLAKE D'OLIVEIRA</b>	<b>LESTER SMITH</b>
TEL. #	<b>028 313 5016</b>	<b>028 313 5041</b>

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**PART A – ADMINISTRATIVE REQUIREMENTS IN  
TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY**

<b>1. CHECKLIST</b>
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**PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:**

1.	<b>Authority to Sign a Bid</b> - Is the form duly completed and is a <b>certified copy</b> of the <b>resolution</b> attached?	Yes	No	
2.	<b>Tax Clearance Certificate</b> - Is an <b>ORIGINAL</b> and <b>VALID</b> Tax Clearance Certificate attached?	Yes	No	
3.	<b>MBD 4</b> (Declaration of Interest) - Is the form duly completed and signed?	Yes	No	
4.	<b>MBD 6.1</b> (Preference Points claim form for purchases/services) - Is the form duly completed and signed? Is a <b>CERTIFIED</b> copy of the <b>B-BBEE Certificate</b> or the <b>original B-BBEE Certificate</b> attached?	Yes	No	
5.	<b>MBD 8</b> (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?	Yes	No	
6.	<b>MBD 9</b> (Certificate of Independent Bid Determination) - Is the form duly completed and signed?	Yes	No	
7.	<b>MBD 15</b> (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed? Are the <b>Identity numbers, residential addresses</b> and <b>municipal account numbers</b> of <b>ALL</b> members, partners, directors, etc. provided on the form as requested?	Yes	No	
8.	<b>Specifications</b> - Is the form duly completed and signed?	Yes	No	
9.	<b>MBD 7.1</b> (Contract form – Goods) - Is the form duly completed and signed?	Yes	No	
10.	<b>DATA BASE REGISTRATION</b> - Is the form duly completed and signed? Are <b>ALL</b> the supporting documents attached?	Yes	No	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

**2. TENDER NOTICE & INVITATION TO TENDER****TENDER NO. SC 1414/2014****SUPPLY AND DELIVERY OF A MAJOR FIRE FIGHTING / RESCUE PUMPER**

Tenders are hereby invited for: **Supply And Delivery of Major Fire Fighting/Rescue**

Tender documents, in English, are obtainable from Friday, 25 October 2013, at the offices of the Supply Chain Management Unit, Overstrand Municipality, Magnolia Avenue, Hermanus, Tel. 028 313 8064 from Ms Rita Neethling between 08h30 and 15h30, upon payment of a **tender participation fee of R130.00 per set**. Alternatively, the tender may be downloaded free of charge from the website [www.overstrand.gov.za](http://www.overstrand.gov.za).

Sealed tenders, with “**Tender No. SC 1414 /2013: “Supply And Delivery of Major Fire Fighting/Rescue 4x2 Double Cab.”** clearly endorsed on the envelope, must be deposited in **Tender Box No. 3** at the offices of the Overstrand Municipality, Magnolia Avenue, Hermanus. Tenders may only be submitted on the tender documentation provided by the Municipality.

**The closing date and time of the tender is on 15 November 2013 at 12h00** and will be opened in public immediately thereafter in the Committee Room, Hermanus Administration.

**Tenders must be valid for 60 days after the closing date.** Tenders shall be evaluated in terms of the Preferential Procurement Regulations, 2011 and bidders may claim preference points in terms of their B-BBEE status level of contribution

The Overstrand Municipality does not bind itself to accept the lowest or any Tender and reserves the right to accept any tender, as it may deem expedient. Tenders are subject to the Standard Conditions of Tender and the Supply Chain Management Policy of the Overstrand Municipality.

**Please refer technical enquiries to Mr Lester Smith at telephone number: 028 313 5041.**



**3. AUTHORITY TO SIGN A BID**

**1. COMPANIES**

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

**AUTHORITY BY BOARD OF DIRECTORS**

By resolution passed by the Board of Directors on \_\_\_\_\_ 20\_\_\_\_, Mr/Mrs \_\_\_\_\_  
 \_\_\_\_\_ (whose signature appears below) has been duly authorised to sign all documents in  
 connection with this bid on behalf of \_\_\_\_\_  
 (Name of Company) in his/her capacity as \_\_\_\_\_

Full name of Director	Residential address	Signature

SIGNED ON BEHALF OF COMPANY:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

**2. SOLE PROPRIETOR (SINGLE OWNER BUSINESS)**

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

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

**3. PARTNERSHIP**

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

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

Full name of partner	Residential address	Signature

SIGNED ON BEHALF OF COMPANY:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

**4. CLOSE CORPORATION**

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

By resolution of members at a meeting on \_\_\_\_\_ 20\_\_\_\_ at \_\_\_\_\_  
\_\_\_\_\_, Mr/Ms \_\_\_\_\_, whose  
signature appears below, has been authorized to sign all documents in connection with this bid on behalf of  
(Name of Close Corporation) \_\_\_\_\_

Full name of member	Residential address	Signature

SIGNED ON BEHALF OF CLOSE CORPORATION:		DATE:	
PRINT NAME:			
IN HIS/HER CAPACITY AS:			
WITNESS 1:		WITNESS 2 :	

#### 4. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

##### 1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the 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.
- 1.13. 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.
- 1.14. "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.
- 1.15. "GCC" means the General Conditions of Contract.
- 1.16. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.17. "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.

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- 1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.19. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21. "Project site" where applicable, means the place indicated in bidding documents.
- 1.22. "Purchaser" means the organization purchasing the goods.
- 1.23. "Republic" means the Republic of South Africa.
- 1.24. "SCC" means the Special Conditions of Contract.
- 1.25. "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.
- 1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.27. "Tort" means in breach of contract.
- 1.28. "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.29. "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. Invitations to bid are usually published in locally distributed news media and on the municipality / municipal entity website.

## 4. Standards

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

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

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only 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.

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- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

**6. Patent rights**

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

**7. Performance security**

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
  - 7.3.1. 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
  - 7.3.2. a cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

**8. Inspections, tests and analyses**

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. 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.

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- 8.7. Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

## 9. Packing

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size 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, and in any subsequent instructions ordered by the purchaser.

## 10. Delivery

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

## 11. Insurance

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

## 12. Transportation

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

## 13. Incidental

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
- 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - 13.1.4. 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
  - 13.1.5. 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.

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**14. Spare parts**

- 14.1. As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
  - 14.1.1. 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;
  - 14.1.2. in the event of termination of production of the spare parts:
    - 14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - 14.1.2.2. 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, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

**16. Payment**

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3. Payments shall be made by the purchaser **no later than thirty (30) days** after submission of an **invoice, statement** or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated.

**17. Prices**

Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

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**18. Variation orders**

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

**19. Assignment**

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**

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

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

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.4. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22 without the application of penalties.
- 21.5. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser 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**

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:
  - 23.1.1. 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;
  - 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or

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- 23.1.3. 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 supplier as having no objection and proceed with the restriction.
- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchase 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:
- 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
- 23.6.2. the date of commencement of the restriction
- 23.6.3. the period of restriction; and
- 23.6.4. 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

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.

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- 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**

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

#### **27. Settlement of Disputes**

- 27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4. Notwithstanding any reference to mediation and/or court proceedings herein,
- 27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- 27.4.2. the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescripts of the contract.

#### **28. Limitation of liability**

- 28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- 28.1.1. 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
- 28.1.2. 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**

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**

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

#### **31. Notices**

- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

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**32. Taxes and duties**

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

**33. Transfer of contracts**

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

**34. Amendment of contracts**

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

**35. Prohibition of restrictive practices.**

- 35.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

*General Conditions of Contract (revised July 2010)*

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<b>5. GENERAL CONDITIONS OF TENDER</b>
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1. Sealed tenders, with the “**Tender Number and Title**” clearly endorsed on the envelope, must be deposited in the **tender box indicated** at the offices of the Overstrand Municipality, Magnolia Avenue, Hermanus.
2. The tender must be lodged by the Tenderer in the tender box in the Main Cash Hall, Hermanus Municipal Offices, Magnolia Avenue, Hermanus

**Please Note:**

- ◆ **Tenders that are deposited in the incorrect box will not be considered.**
  - ◆ **Tender box deposit slot is 28cm x 2.5cm.**
  - ◆ **Mailed, telegraphic or faxed tenders will not be accepted.**
  - ◆ **Documents may only be completed in black ink.**
  - ◆ **The use of correction fluid/tape on the bid documents is not allowed. If there is an error, draw a line through it, initial next to it and make the correction directly above /below/next to it.**
  - ◆ **All bids must be submitted in writing on the official forms supplied (not to be re-typed)**
  - ◆ **All prices shall be quoted in South African currency and be INCLUSIVE of VAT.**
3. Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.
  4. Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.
  5. A separate Tender box is provided for the reception of Tenders and no Tender will be considered which, subsequent to the closing hour for Tenders, may be found in another box.
  6. Tenders shall be opened in public at the Hermanus Municipal Offices as soon as possible after the closing time for the receipt of tenders.
  7. Alterations or deletions not signed by the Tenderer may render the tender invalid.
  8. The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; ALTERNATIVELY;
  9. That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.
  10. The tenderer shall declare **all** the Municipal account numbers in the Overstrand Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-responsible.
  11. All prices shall be quoted in South African currency and be **INCLUSIVE of VAT**.
  12. This bid will be evaluated and adjudicated according to the following criteria:
    - Relevant specifications
    - Value for money
    - Capability to execute the contract
    - PPPFA & associated regulations

\_\_\_\_\_ *[insert any other criteria]*

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**13. Invoices**

All invoices must be forwarded to the following address:

Overstrand Municipality  
PO Box 20  
Hermanus, 7200

**14. Value-Added Tax (VAT)**

- 14.1. Tax invoices are to comply with the requirements as contained in the Value Added Tax Act, Act 89 of 1991. The content of the invoice must contain sufficient information for audit purposes.
- 14.2. It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.
- 14.3. The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3,000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005.
- 14.4. The VAT registration number of the Municipality is 4140106396.

**15. Standard Payment Terms**

- 15.1. All money owed by the municipality must be paid within 30 calendar days of receiving the relevant invoice or statement, unless prescribed otherwise for certain categories of expenditure.
- 15.2. Payment Cycles for the first 12 months of business with the Overstrand Municipality to Survivalist enterprises / Micro-enterprises
  - 15.2.1. Survivalist enterprises / Micro-enterprises are entitled to a weekly payment cycle by the municipality.
  - 15.2.2. In order to qualify for a weekly payment, a supplier must be classified as a Survivalist enterprises / Micro-enterprises on the Municipality's supplier database.
  - 15.2.3. A weekly payment to Survivalist enterprises / Micro-enterprises is not a right in terms of this policy. Survivalist enterprises / Micro-enterprises may request such payments which may be made at the discretion of the Municipality.

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**6. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

1. In order to meet this requirement, bidders are required to complete in full the TCC 0001 form, "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be accepted.
4. In bids where Consortia / Joint Ventures / Sub-Contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za)
6. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Fileers through the website [www.sars.gov.za](http://www.sars.gov.za)

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**7. MBD 4 – DECLARATION OF INTEREST**

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

<b>3.1.</b>	<b>Full Name of bidder or his or her representative</b>													
<b>3.2.</b>	<b>Identity Number</b>													
<b>3.3.</b>	<b>Position occupied in the Company (director, shareholder <sup>2</sup> etc.)</b>													
<b>3.4.</b>	<b>Company Registration Number</b>													
<b>3.5.</b>	<b>Tax Reference Number</b>													
<b>3.6.</b>	<b>VAT Registration Number</b>													
<b>3.7.</b>	<b>Are you presently in the service of the state?</b>	YES		NO										
<b>3.7.1.</b>	<b>If so, furnish particulars:</b>													
<b>3.8.</b>	<b>Have you been in the service of the state for the past twelve months?</b>	YES		NO										
<b>3.8.1.</b>	<b>If so, furnish particulars:</b>													

<sup>1</sup> MSCM Regulations: "in the service of the state" means to be –

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

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



3.9.	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES		NO	
3.9.1.	If so, furnish particulars:				
3.10.	Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES		NO	
3.10.1.	If so, furnish particulars:				
3.11.	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.11.1.	If so, furnish particulars:				
3.12.	Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.12.1.	If so, furnish particulars:				
3.13.	Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	YES		NO	
3.13.1.	If so, furnish particulars:				



3.14. Please provide the following information on ALL directors/shareholders/trustees/members below:			
Full Name and Surname	Identity Number	Personal Income Tax Number	Provide State <sup>3</sup> Employee Number

**NB:**

- **PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S)**
- **PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS / TRUSTEES / MEMBERS, ETC.**

**4. DECLARATION**

I, the undersigned (name) \_\_\_\_\_, certify that the information furnished in paragraph 3 above is correct.

I accept that the state may act against me should this declaration prove to be false.

SIGNATURE	DATE	
NAME OF SIGNATORY		
POSITION		
NAME OF COMPANY		

<sup>3</sup> MSCM Regulations: "in the service of the state" means to be –

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



**8. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 – PURCHASES/SERVICES (90/10)**

**NB:**  
 Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 2011.

**1. GENERAL CONDITIONS**

- 1.1. The following preference point systems are applicable to all bids:
  - (a) the 80/20 system for requirements with a Rand value of up to R1,000,000 (all applicable taxes included); and
  - (b) the 90/10 system for requirements with a Rand value above R1,000,000 (all applicable taxes included).
- 1.2. The value of this bid is estimated to exceed R1,000,000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.
- 1.3. Preference points for this bid shall be awarded for:
  - 1.3.1. Price; and
  - 1.3.2. B-BBEE Status Level of Contribution.
- 1.4. The maximum points for this bid are allocated as follows:

	POINTS
1.4.1. Price	90
1.4.2. B-BBEE status level of contribution	10
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

**2. DEFINITIONS**

- 2.1. *“All Applicable Taxes”* includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2. *“B-BBEE”* means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3. *“B-BBEE status level of contributor”* means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4. *“Bid”* means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

- 2.5. *“Broad-Based Black Economic Empowerment Act”* means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6. *“Comparative Price”* means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7. *“Consortium or Joint Venture”* means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8. *“Contract”* means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9. *“EME”* means any enterprise with an annual total revenue of R5 million or less (except where Sector Charter Thresholds apply);
- 2.10. *“Firm Price”* means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11. *“Functionality”* means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12. *“Non-firm Prices”* means all prices other than “firm” prices;
- 2.13. *“Person”* includes a juristic person;
- 2.14. *“Rand Value”* means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15. *“Sub-contract”* means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16. *“Total Revenue”* bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.17. *“Trust”* means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18. *“Trustee”* means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

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



**4. POINTS AWARDED FOR PRICE**

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

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

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

**Where:**

- Ps = Points scored for comparative price of bid under consideration
- Pt = Comparative price of bid under consideration
- Pmin = Comparative price of lowest acceptable bid

**5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION**

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

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

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



**6. BID DECLARATION**

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

<b>6.1.2. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1</b>	
6.1.2.1. B-BBEE Status Level of Contribution as reflected on the B-BBEE Certificate	
6.1.2.2. Points claimed in respect of Level of Contribution (maximum of 10 or 20 points)	

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

**7. SUB-CONTRACTING**

7.1. Will any portion of the contract be sub-contracted? ( <i>Tick applicable box</i> )	YES		NO	
7.1.2. If yes, indicate:				
7.1.2.1. what percentage of the contract will be subcontracted?				%
7.1.2.2. the name of the sub-contractor?				
7.1.2.3. the B-BBEE status level of the sub-contractor?				
7.1.2.4. whether the sub-contractor is an EME? ( <i>Tick applicable box</i> )	YES		NO	

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

<b>Name of Enterprise</b>			
<b>VAT registration number</b>			
<b>Company registration number</b>			
<b>TYPE OF ENTERPRISE</b> ( <i>Tick applicable box</i> )	Partnership / Joint Venture / Consortium		
	One person business / sole proprietor		
	Company		
	Close Corporation		
<b>Describe principal business activities</b>			
<b>Company Classification</b> ( <i>Tick applicable box</i> )	Manufacturer		
	Supplier		
	Professional service provider		
	Other service providers, e.g. transporter, etc.		
<b>TOTAL NUMBER OF YEARS THE ENTERPRISE HAS BEEN IN BUSINESS</b>			



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

SIGNATURE OF BIDDER(S):			
WITNESS 1:		WITNESS 2:	
DATE:			
ADDRESS:			

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## FOR INFORMATION PURPOSES ONLY

**PLEASE NOTE THE FOLLOWING REQUIREMENTS REGARDING VALIDATION OF B-BBEE SCORE.**

### **1. EME B-BBEE STATUS LEVEL CERTIFICATES ISSUED BY AUDITORS AND ACCOUNTING OFFICERS AS CONTEMPLATED IN THE CLOSE CORPORATION ACT**

- 1.1. Certificates issued by an Auditor or Accounting Officer will be issued on his or her letterhead with the practice number and contact number clearly specified on the face of the Certificate.
- 1.2. When confirming the validity of such a certificate, the following should be detailed on the face of the certificate:
  - 1.2.1. The Auditor's / Accounting Officer's letterhead with **FULL contact details**;
  - 1.2.2. The Auditor's / Accounting Officer's **practice number**;
  - 1.2.3. The name and **physical location of the measured entity**;
  - 1.2.4. The registration number and, where applicable, the VAT number of the measured entity;
  - 1.2.5. **The date of issue and date of expiry**;
  - 1.2.6. The B-BBEE Status Level of Contribution obtained by the measured entity; and
  - 1.2.7. The **total black shareholding** and **total black female shareholding**.

### **2. BIDDERS OTHER THAN EMES**

These bidders **MUST** submit their **ORIGINAL** and valid **B-BBEE** status level verification certificate **OR A CERTIFIED COPY** thereof, substantiating their **B-BBEE** rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.



**9. MBD 8 – 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. wilfully 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.

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? <i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>	<b>Yes</b>	<b>No</b>
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)? <i>(To access this Register enter the National Treasury’s website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, 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).</i>	<b>Yes</b>	<b>No</b>
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?	<b>Yes</b>	<b>No</b>
4.3.1	If so, furnish particulars:		



4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	<b>Yes</b>	<b>No</b>
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?	<b>Yes</b>	<b>No</b>
4.5.1	If so, furnish particulars:		

**5. 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:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			



**10. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION:**

In response to the invitation for the bid made by:

**OVERSTRAND MUNICIPALITY**

I, the undersigned, in submitting the accompanying bid, hereby make the following statements that I certify to be true and complete in every respect:

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;

<sup>4</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.



- (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>5</sup> will not be construed as collusive bidding.
  7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
    - a) prices;
    - b) geographical area where product or service will be rendered (market allocation)
    - c) methods, factors or formulas used to calculate prices;
    - d) the intention or decision to submit or not to submit, a bid;
    - e) the submission of a bid which does not meet the specifications and conditions of the bid; or
    - f) bidding with the intention not to win the bid.
  8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
  9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
  10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

<sup>5</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



**11. MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES**

**DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003) - (To be signed in the presence of a Commissioner of Oaths)**

I, \_\_\_\_\_, \_\_\_\_\_ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Overstrand Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of \_\_\_\_\_ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER

**FURTHER DETAILS OF THE BIDDER’S Director / Shareholder / Partners, etc.:**

Director / Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)

**NB:** Please attach certified copy(ies) of ID document(s)

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
--	--

Signature	Position	Date

<p align="center"><b>COMMISSIONER OF OATHS</b></p> <p>Signed and sworn to before me at _____, on this _____ day of _____ 20__</p> <p>by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.</p> <p><b>COMMISSIONER OF OATHS:-</b></p> <p>Position: _____</p> <p>Address: _____</p> <p>Tel: _____</p>	<p align="center"><b>Apply official stamp of authority on this page:</b></p>
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## **PART B – SPECIFICATIONS AND PRICING SCHEDULE**



**12. SPECIFICATIONS**

The Overstrand Fire & Rescue Services and Disaster Management Department is in need of a Major Fire Fighting / Rescue Pumper. Tenderers may also submit an alternative tender offer. In such cases tenderers must indicate clearly the variations and details of same.

**1. GENERAL**

- 1.1. The cost of the license/registration and number plates must be included in the tender price.
- 1.2. Corrosion protection for at least 3 years must be included.
- 1.3. The vehicle must be fitted with a Tracking System with Driver ID tag, which complies with the system /software currently used by the Overstrand Municipality.
- 1.4. The Supplier must have an accredited workshop which must be situated within a radius of not more than 150kms from the Overstrand Municipal Workshop, Mussel road, Hermanus. Please indicate the locality of the workshop by submitting the address on the **MBD 7.1**.
- 1.5. A detailed brochure with specifications and details of the warranty on **the vehicle** must be submitted with the tender document. In addition to the normal warranty, a **DETAILED extended 5 year maintenance plan** must be included **SEPARATELY**.
- 1.6. Provide detailed brochure(s) with specifications and details of the warranty(ies) for all items listed under **paragraph 3**.
- 1.7. Tenderers must please specify dispatch period (in weeks) after placing of an official order, clearly in terms of lead-time and rate of dispatch.
- 1.8. The vehicle must be delivered to the Chief: Fire & Rescue Services and Disaster Management at the Fire Station, Mussel Road, Hermanus, Western Cape.
- 1.9. The tender offer must be valid for 60 days.
- 1.10. Three Compulsory site visits will be conducted by Overstrand Municipal Officials during the building process: (1<sup>st</sup> site visit pre-construction to understand how contractor construct the apparatus , 2<sup>nd</sup> visit after 50% has been completed and 3<sup>rd</sup> site visit at completion for verification of completed specifications and demonstration) at the cost of the supplier.
- 1.11. The Overstrand Municipality does not bind itself to accept the lowest or any Tender and reserves the right to accept any tender, as it may deem expedient. It must be noted that ALL loose items may not necessarily be awarded.
- 1.12. All tenderers must submit full technical specifications and drawings, on the vehicle offered, including pump, water tank, pay load body and sub-frame construction materials and design criteria.
- 1.13. The tenderer must provide proof of previous experience in manufacturing similar vehicles and which could be viewed if necessary. Tenderer must at least give evidence of one project, details of which must be submitted with the tender document.

**1.14. Insurance**

**Without limiting the obligations of the supplier in terms of this Contract, the supplier shall effect and maintain the following insurances:**

- 1.14.1. Any goods to be supplied to the Overstrand Municipality by the supplier in terms of this Contract shall be fully and adequately insured by the supplier against any loss or damage incidental to manufacture or acquisition, transportation, storage, delivery, installation and other activities related to the supply.
- 1.14.2. The supplier shall be obliged to furnish the Overstrand Municipality with proof of such insurance as the Overstrand Municipality may require from time to time, until such time of delivery.

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NAME OF FIRM			



**1.15. Prices/Price Adjustment**

- 1.15.1. Contract price must be valid and fixed for a minimum of 60 days after the closing date of the tender.
- 1.15.2. In the event that an order is placed after 120 days of the closing date the bidder may implement price adjustments subject to the following conditions.
  - 1.15.2.1. Bidders must take out Forward Cover.
  - 1.15.2.2. Process that will be followed:
    - a) On receipt of a purchase order, the contractor must arrange for a quotation for Forward Cover from their banking institution.
    - b) This Forward Cover quotation must be submitted to the Municipality within seven days from date of receipt of the purchase order.
    - c) Only if the Forward Cover rate is approved, may the Contractor engage in a formalised contract with their banking institution and submit the Forward Cover contract to the Overstrand Municipality. This must be done within two days from the Municipality's approval.
    - d) On delivery of the product, the Contractor must submit the Bill of Lading/Waybill/Customs Invoice (**clearly indicating the items as identified on the purchase order**).

**2. 1 X MAJOR FIRE FIGHTING/RESCUE PUMPER 4x2 WITH DOUBLE CAB WITH BRANDING**

**2.1. ENGINE**

- 2.1.1. Petrol or Diesel - Diesel
- 2.1.2. Power - Between 200 - 205kw @ 2200 rpm
- 2.1.3. Torque - 1100 Nm @ 1200 - 1600 rpm
- 2.1.4. A diesel engine with a rated nett power (at sea level) between 200 - 205kw is required. The tender must state the specification (e.g. SABS No 013-1977, BS AV 141, din 70020 SAENETT) to which the power output is rated. An engine with larger kilowatt output is preferred. The engine shall be such that it complies with the requirements of "Performance".
- 2.1.5. Provision must be made to ensure reliable and quick start-up of the engine by means of an electrically operated starter of adequate power. The engine shall be capable of driving the fully laden vehicle at speed from start-up without any preliminary warming up period even under abnormally cold atmospheric conditions.
- 2.1.6. The engine cooling system shall permit continuous stationary running of the engine without overheating when the subsidiary power take-off only is engaged. It shall also permit the main pump to run continuously without the engine operating temperature exceeding the limits as specified by the engine manufacturer. If necessary indicate cooling, preventing intermixing of engine cool and pump water shall be provided. This shall be the closed circuit type in which no water is discharged to waste. If necessary, means shall be provided for cooling off the oil in the engine, gearbox and power take-off.
- 2.1.7. Suitable dial indicating thermometers for both cooling water and, engine systems appropriately marked with normal operating temperatures shall be provided on the cab and pump instrument panels.
- 2.1.8. When operated at full power output, the diesel engine exhaust emission shall not exceed 65% when measured on a Hartridge smoke metre.
- 2.1.9. A dry air cleaner of the Cyclopac type or similar shall be fitted. Only air cleaner elements manufactured in the RSA is acceptable.

**2.2. TRANSMISSION**

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- 2.2.1. Automatic - Automatic
- 2.2.2. 2 Wheel Drive - 2 Wheel Drive
- 2.2.3. Wheels: - Single Wheel application.
- 2.2.4. Grade ability (Loaded) - 25%
- 2.2.5. Maximum Speed - Not less than 125km/h
- 2.2.6. Diff lock - Front and Rear axle
- 2.2.7. An automatic transmission, having at least five (5) forward speeds and reverse, with built-in retarder mechanism, is required. The range of the gearbox shall be such as to ensure compliance with the requirements of “performance” while being able to drive Power Take Off (PTO) driven device. (pump)
- 2.2.8. A transmission mounted P.T.O. or approved equivalent shall be provided. The power take-off controls shall be adjacent to the driver in the cab and pump operator’s panel. Power take-off engagement warning lights shall be installed on the cab instrument panel and pump operators panel. Engagement of the PTO will only be possible with the transmission in Neutral and the Park Brake on. The PTO fitted shall be continues rated and exceed the torque requirements of the pump. The PTO ratio shall be matched to the pump and vehicle engine to ensure the pump’s optimum performance is achieved with the engine rpm within the green band.
- 2.2.9. Where the power take-off is after the gearbox, the automatic transmission shall be equipped with a power lock-up device. The transmission lock-up shall prevent down shifting of transmission when engine speed is decreased during pumping operations thereby maintaining a constant gear ratio. The lock-up shall be of solenoid controlled type, automatically activated when engaging pump drive. The transmission lock-up shall be automatically deactivated when disengaging pump for normal road operation.

**2.3. CONTROL POSITION**

- 2.3.1. Normal or Forward - Forward
- 2.3.2. Steering - Right hand drive, power assisted
- 2.3.3. Type - Special purpose body
- 2.3.4. Material of construction - Steel
- 2.3.5. Payload - Not less than 18 000 kg
- 2.3.6. Number of seats - To seat a driver and at least five passengers. Seating shall be entirely enclosed.
- 2.3.7. Tow Hitch - Required – front tow eyes and rear tow eyes required.
- 2.3.8. Electronic on-board computer - Standard
- 2.3.9. GPS: 7 in - Integrated GPS unit. (No loose or free standing units)
- 2.3.10. Colour - International Fire Engine Yellow

**2.4. CHASSIS**

- 2.4.1. A manufacturer’s Gross Vehicle Mass (GVM) of not less than 14,500kg is required. Preference will be given to chassis frames which have a large section modular. Chassis shall have adequate cross members and shall be corrosion resistant.
- 2.4.2. The chassis shall be fitted with hooks and eyes, front and rear, directly mounted on each of the longitudinal chassis members.
- 2.4.3. A forward tilt or fixed control cab is required, and the design shall be such as to permit easy removal of the engine. Removal of the gearbox should be arranged by easy removal of a cross member to leave the engine in place.
- 2.4.4. The chassis shall have two axles with optional front and permanent rear axle drive.

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- 2.4.5. The exhaust pipe shall discharge below to the right hand side of the vehicle away from the pump operator’s position. The chassis exhaust system should be clear of any combustible material, parts or lines of the fuel, hydraulic and electrical system. Where this is impractical, heat and/or drip protection must be provided. The system should be so designed that loose grass, straw or other debris cannot easily lodge and be retained by any part of the system.
- 2.4.6. Front and rear heavy duty double acting shock-absorbers shall be fitted.
- 2.4.7. Except at axle casings, a road clearance of approximately 350mm is required.
- 2.4.8. All grease nipples shall be easily accessible and clearly marked. Any lubricating nipple rendered inaccessible by the body or otherwise must be piped in an approved material to the nearest accessible point and clearly labelled.
- 2.4.9. The design of the vehicle and the storage of equipment shall be such that the mass is distributed symmetrically about the centre line of the vehicle. The total mass of the unit, equipment and crew must be within the Road Traffic Legislation, Act 29 of 1989 and Act 93 of 1996, permitted axle loading and GVM and shall also be within 90% of the chassis manufactures designed spring capacities. All design aspects shall be acceptable to the chassis and truck manufacturers. Suspension stops shall be fitted to prevent possible damage due to the suspension bottoming.
- 2.4.10. The suspension system shall permit the vehicle to comply with the requirements of “performance” with safety and without causing damage to the vehicle or its equipment. When fully equipped and loaded, the vehicle shall comply with the relevant requirements of the Road Traffic Act.
- 2.4.11. The axles shall be capable of supporting the distributed GVM and any braking loads applied to them. The rear axle differential shall be of robust and adequate design and the ratio to the transmission shall be such that the vehicle complies with the requirements of “Performance”.
- 2.4.12. Tyres fitted shall enable the vehicle to comply with all the requirements of “Performance” and shall comply with the tyre manufacturer’s recommendations only. Steel belt radial ply tyres and only sizes manufactured in RSA are acceptable.

**2.5. SUB FRAME**

- 2.5.1. The sub frame shall be manufactured using a high grade galvanised carbon steel “C” profile with a minimum dimension of 120mm x 60mm x 6mm.
- 2.5.2. The sub frame shall be have at least four (4) per side 8mm thick galvanised carbon steel attachment straps plug welded to the sub frame and bolted to the chassis at least 75% of the length from the rear.
- 2.5.3. All attachment straps shall be bolted to the chassis using existing holes provided by the chassis manufacturer.
- 2.5.4. Only high tensile stainless steel bolts matching the provided bolthole sizes in the chassis may be used.
- 2.5.5. A minimum of three bolts per attachment strap is required. The front 25% of the sub frame shall be fitted with one (1) per side spring loaded cleat type mountings welded to the sub frame and bolted to the chassis, in addition to this, one (1) per side guides will be bolted to the chassis extending up to the centre of the sub frame.
- 2.5.6. The front ends of the sub frame rails shall be cut from top to bottom flange at 30° for stress relieving and extend past the front axle spring hangers or as close as possible to that point.
- 2.5.7. All cross members fitted to the sub frame will be in load bearing positions and full welded to the sub frame.
- 2.5.8. Care shall be taken not to obstruct any part of the chassis or OEM components that may need periodic maintenance.

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- 2.5.9. All added equipment e.g. pump, tank, drive lines and structures will be attached to the sub frame.
- 2.5.10. The sub frame shall be de-scaled and free from welding splatter and corrosion before applying primer and paint.
- 2.5.11. The tender shall in addition to this consult the vehicle manufacturer’s guide for body builders.

**2.6. FUEL SYSTEM**

- 2.6.1. A large fuel tank is required of between 190 and 210 litres to operate machines at maximum performance for 3.5 – 4 hours. A large, clearly marked filling facility, which must be lockable, shall be provided on the exterior of the vehicle. The filling tube shall incorporate a filter and anti-siphoning device and shall be of ample size.
- 2.6.2. The fuel system shall be fitted with an effective water separator in addition to the normal inline fuel filter.
- 2.6.3. The tank shall be so located as to minimise the possibility that any of its contents might enter the drivers or crew’s compartments in the event of an accident.
- 2.6.4. Fuel lines within the engine compartments shall, as far as possible, be of ferrous metal. Where it is necessary within the engine compartment to insert a length of pliable material in order to accommodate relative movement of the engine and chassis, or to avoid the transmission of vibration and elsewhere on the chassis where a fuel line of pliable material may be used, the material shall be suitable for automotive purposes. All fuel lines shall be so placed that in the event of rupture, the possibility of fuel being allowed to escape on the exhaust system or other hot parts of engine, is minimal.

**2.7. BRAKES:**

- 2.7.1. Full air operated disc/drum brakes are required. The dimensions and areas of the brake linings are to ensure that the vehicle in its Gross Vehicle Mass (GVM) condition shall comply with all Traffic Legislation requirements and the minimum figures stipulated by the South African Bureau of Standards (SABS).
- 2.7.2. A dual braking system, with split circuits front and rear, is required. Anti-Break Lock System (ABS) is required. Traction control will be an added recommendation.
- 2.7.3. Each circuit of the dual braking system shall be provided with its own reservoir and each must be provided with a visual and audible low pressure warning device set to operate at not less than 65% of the normal working pressure.
- 2.7.4. Except where otherwise stated, the brakes and breaking systems shall comply with the requirements of Parts I to VI of SABS SV1051.
- 2.7.5. A pressure reducing valve shall be fitted to the rear axle to provide optimum braking performance.
- 2.7.6. All air reservoirs shall have drain and safety valves suitable protected from damage, but easily accessible for daily blow-off. Electronically controlled “blow off” valve could be offered as optional extra, if not incorporated as standard.
- 2.7.7. A spring-operated, fail-safe parking emergency brake is required. The parking brake shall be capable of holding the fully laden vehicle stationary on a dry surface gradient of 1 in 4.
- 2.7.8. The parking brake shall be fitted with a positive holding device to prevent it working loose during pumping. The device should prevent accidental engagement or disengagement.
- 2.7.9. An indication lamp shall be provided on the instrument panel in the cab to indicate when the parking brake is applied.
- 2.7.10. Provision shall be made for the mechanical release of the parking brake in the event of low air pressure.

SIGNATURE		NAME (PRINT)	
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2.7.11. The maximum leakage rate from each part of the system at maximum capacity shall not exceed 80 kilopascals for the first 12 hours, below compressor cut-in pressure. In addition, the leakage rate shall be of such that after 24 hours, the remaining reservoir pressure is sufficient to permit the parking brake to be released.

**2.8. STEERING:**

- 2.8.1. The design of the suspension and steering gear shall provide directional stability, having a self-centering action, and shall not transmit road shock in the form of “kicks” to the steering wheel.
- 2.8.2. Power assisted steering with a steering wheel of approximately 500 mm in diameter is required.
- 2.8.3. In the event of power failure to the steering, it shall be possible with manual steering to bring the fully loaded vehicle to a safe stop.
- 2.8.4. A turning circle of not more than 1 700 mm between kerbs is required.
- 2.8.5. The steering shall preferably have not more than 5 turns lock to lock.
- 2.8.6. Right hand drive is required.
- 2.8.7. Angle of approach shall be approximately 25°.
- 2.8.8. Angle of departure shall be approximately 25°.

**2.9. ELECTRICAL:**

- 2.9.1. Two separate electrical junction boxes will be fitted for the power supply of auxiliary equipment. One fitted before master switch (for power supply for tracking and monitoring systems) and one after, both allowing for both 12 & 24 volt supplies.
- 2.9.2. All connections must be clearly labelled.
- 2.9.3. NO direct connections from batteries will be accepted.
- 2.9.4. The electrical system shall be 24 volt and there shall be two heavy duty batteries with a total capacity of approximately 180AH for each bank. The construction of the batteries shall incorporate a heat sealed cover, liquid gas separator and flame arrester protection. Each battery shall be of heavy duty construction.
- 2.9.5. An alternator shall be fitted having an output capable of supplying the full operational electrical load, but with a minimum of 108A, and shall incorporate fully automatic regulation. The alternator shall have spike protection fitted.
- 2.9.6. The system shall be fitted with a battery isolator master switch. The batteries shall rest on corrosion proof trays i.e. plastic or fiberglass.
- 2.9.7. The battery compartments shall be self-draining adequately ventilated and the batteries shall be readily accessible for examination, testing and maintenance. The battery compartment shall be so directed as to discharge clear of any portion of the vehicle or equipment.
- 2.9.8. All the components of the electrical system shall be of the waterproof type of sufficient carrying capacity to suit the maximum circuit loading and shall be colour coded. All important electrical circuits shall have separate fuses or circuit breakers. Either shall be suitable indicated and grouped into a common box located in an accessible position. Where fuses are employed, there shall be provision within the box for carrying spares. All auxiliary equipment shall be wired through separate fuses.
- 2.9.9. Provision shall be made for a regulated 12 volt electrical supply in the crew cab of the vehicle, on the left side, for at least two (2) two-radios, 24 to 12 volt step down transformer with minimum 15 amp capacity shall be fitted.

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- 2.9.10. Lighting shall be in accordance with the Road Traffic Act and shall include headlamps (preferably a four headlamp system), front side lamps which may be incorporated in the headlamps, self-cancelling indicators, two rear light clusters incorporating stop, tail, indicator and reverse lamps and reflectors. Reverse lamps shall be fitted with an audible alarm which shall work automatically when reverse gear is engaged.
- 2.9.11. All wiring shall be carried in tubing clipped to the chassis in an approved manner.
- 2.9.12. A number plate light shall also be provided. A four way hazard flasher system is required and indicator repeater lamps on each side of the cab are preferred. In addition, two fog lamps are required.
- 2.9.13. **The following additional lighting must be provided:**
  - 2.9.13.1. Two cab interior lamps, individually switched providing sufficient illumination for reading.
  - 2.9.13.2. Lighting, suitably protected, for all lockers. These light fittings must be easily accessible for maintenance. This lighting must be operated from master switches on the instrument panel, a warning light must be provided to indicate when the lights are switched on.
  - 2.9.13.3. On the pump operators panel at the discretion of the operator.
  - 2.9.13.4. Water tank contents gauge lamp.
  - 2.9.13.5. All electrical equipment shall be suppressed to the highest standards to permit satisfactory radio communication under all operating conditions.

**2.10. PUMP**

- 2.10.1. A rear mounted multi-stage centrifugal pump complying with the following minimum capacities is required. 4,000 litre/min at 10 bar and 400 litre/min at 40 bar. Pump to be fitted with an around the pump proportioning foam system with a pre-set 0.5%, 1% and 3% – NOT a foam inductor system. (Supply comprehensive details of pump offered).
- 2.10.2. The primer pump shall be capable of lifting water 3,000mm within 8 seconds and 7,000mm within 20 seconds.
- 2.10.3. The pump shall be driven off the power take-off which shall be continuously rated and exceed the power required by the pump at optimum performance and shall be easily removable for repair.
- 2.10.4. All wet pump components shall be of corrosion resistant materials which shall be compatible to avoid galvanic effects. A drain valve shall be provided at the bottom of the pump casing, the control being arranged to prevent the cock being opened by vibration.
- 2.10.5. A flexible connection from the water tank to the pump inlet, with a straight through pneumatic Butterfly or equivalent valve, fitted between the tank and pump inlet, shall be provided with the control in an easily accessible position for the operator. Flexible hose shall not be fitted between pump and valve.
- 2.10.6. A connection for filling the tank with water shall be provided with a pneumatic ball valve and non-ferrous filter. The connection shall terminate at the pump panel in a 65 mm male instantaneous coupling.
- 2.10.7. Where necessary, to prevent the engine exceeding the operating temperatures recommended by the manufacturer, whilst pumping, a separate indirect closed circuit cooling system, in addition to the normal cooling system shall be provided. This cooling system shall be either automatic in operation, or, if not, an interlock should be provided to prevent pumping operations without the cooling system being fully operative. All cooling systems shall be provided with non-ferrous filters.
- 2.10.8. A suitable cooling system shall be incorporated to prevent heating of water in the hose reel lines when the nozzles are closed.
- 2.10.9. A suitable priming pump, automatically or manually operated shall be provided.

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- 2.10.10. The pump shall have a compatible inlet with a round thread connection and non-ferrous conical filter which shall be removable and shall have 4-gate valve controllable deliveries. These deliveries shall be 65mm nominal diameter, female instantaneous type with pressure release lugs, and shall be compatible with hose couplings in use by the Fire and Emergency Services Branch.
- 2.10.11. A three way collecting head (aluminium rotary type construction is required or a Fire and Emergency approved equivalent) for connection to the pump inlet shall be provided, and shall be fitted with 65mm male instantaneous couplings and female blank caps on chains. In addition, a round thread female blank cap shall be provided with blank caps which must incorporate means for relieving the pressure between the valve and the cap. All blank caps shall be provided with securing chains. Screw-down deliveries are required.
- 2.10.12. Two reinforced suction hoses, each at least 3,000mm long and with internal diameter to suit the pump intake shall be provided. The connections shall be of the round thread type compatible with the pump inlet. A metal and basket strainer and 2 universal type suction wrenches shall be provided. The suction hose shall be accommodated in an accessible position and securely mounted.
- 2.10.13. Two hose reels supplied off the high pressure side of the pump, through clearly labelled control valves of the pump panel, shall be supplied. All quick action couplings or equivalent shall be supplied. One x 50m (19mm ID) length of high pressure hose single wire braided on each hose reel with approximately 1 000 kPa and 35,000 kPa bursting pressure shall be provided on each reel with couplings as follows: (2 x High pressure (40 bar) Controlled pistol-grip hose-reel turbojet nozzles, fitted with quick action coupling.) All quick action couplings shall be of brass or stainless steel. The hose be compatible with all types of quick action high pressure couplings in use by the Fire and Emergency Services branch and comply with the following specifications:- It is the mandatory requirement that all of the above hose reels and hose couplings match existing Fire and Emergency Service Branch's equipment.
- 2.10.14. The hose reels shall be located in easily accessible positions, one at each side of the vehicle and shall be provided with hose guides to allow hose to be run at approximate right angles to the centre line of the reel. Each reel shall be provided with an electrical and mechanical over-ride rewind mechanism.
- 2.10.15. All gauges and controls for operating the pump shall be installed on a pump operator's panel which shall be installed at the rear of the vehicle in the case of a rear-mounted pump and enclosed by roller shutters.
- 2.10.16. The following gauges, controls, valves and equipment shall be located on or in the vicinity of the panel and those shall be clearly labelled:
  - 2.10.16.1. Compound gauge. Large diameter with positive side calibrated to 25 bar and negative side calibrated to -1 bar. The gauge sweep shall be divided equally between negative and positive.
  - 2.10.16.2. Delivery pressure gauges for High and Low Pressure. Large diameter calibrated in bar/kPa for main pump and hose reels.
  - 2.10.16.3. Electronic Pump Speed Control with Emergency Stop.
  - 2.10.16.4. Pump Tachometer.
  - 2.10.16.5. Primer control lever
  - 2.10.16.6. Pump compartment lights and switch.
  - 2.10.16.7. Electronic Tank contents gauge suitably illuminated.
  - 2.10.16.8. Tank to pump valve.
  - 2.10.16.9. Hydrant to tank connection.
  - 2.10.16.10. Hose reel control valves.
  - 2.10.16.11. Pump inlet and deliveries with shut-off valve.
  - 2.10.16.12. Indirect cooling system control and filters.
  - 2.10.16.13. Pump cooling system control.

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- 2.10.16.14. Pump grease nipples.
- 2.10.16.15. Engine temperature gauge.
- 2.10.16.16. Engine oil pressure gauge.
- 2.10.16.17. Separate Pump Hour meter.
- 2.10.16.18. PTO Engagement Switch with Indicator Light.
- 2.10.16.19. Foam system control valves
- 2.10.16.20. Monitor control valve and ancillary controls

**2.11.TANK: WATER / FOAM:**

- 2.11.1. A **Glass Reinforced Plastic (GRP)** water tank of not less than 3,000 litres (3kl) capacity is required, separate foam tank of minimum 200 and maximum 250 litres are required. ***(Tenderer to indicate type of materials to be used, manufacturing process that will be followed, tank capacities as well as period of guarantee).*** A suitable tank drain valve must be fitted.
- 2.11.2. All piping and fittings shall be of corrosion resistant materials.
- 2.11.3. Both the water and foam tanks must be provided with inspection hatches large enough to allow access for internal inspection and cleaning functions.
- 2.11.4. The tanks shall be attached to the chassis by stress-relieving flexible mountings. The method of mounting shall take into account the importance of preventing any forward movement, particularly in the event of an accident. The tank shall be mounted in such a manner as to achieve the lowest conveniently possible centre of gravity.
- 2.11.5. The tank shall be mounted in such a way that it can be easily removed for repairs, without having to remove major body panels.
- 2.11.6. The tanks shall be suitably baffled to prevent surge whilst the vehicle is in motion and shall be provided with an anti-vortex plate over the connection to the pump. An inspection plate, large enough to allow for inspection of the entire tank shall be provided, and an overflow tube of larger cross section than that of the filling pipe shall be installed. The overflow tube shall be so positioned and baffled to prevent loss of water, due to surge and tilting. It shall discharge any overflow behind the rear wheels and beneath the chassis.
- 2.11.7. A suitable electronic water and foam tank contents gauge shall be installed at the pump operator's panel and duplicated on both sides of the vehicle with led lights. The side content gauges shall consist of five (5) 50mm led lights (Indicating 100%, 75%, 50%, 25% - Red 0%)
- 2.11.8. A gated 65 mm fill line from the near side of the tank is to be provided for tank filling from a hydrant and must be ball valve operated.

**2.12. CREW CAB, BODYWORK AND STOWAGE:**

- 2.12.1. **The crew cab must be of the original chassis manufacture or professionally converted to a double cab or crew cabin with GRP. A SABS Test certificate for the cab must be furnished upon delivery. The cab must comply with ECE 29 safety regulations. It MUST carry chassis manufactures approval and comply with all International Automotive Safety Standards. Such approval must accompany tender documents. The vehicle must adhere to the following:**
  - 2.12.1.1. The cab shall be of sufficient size to accommodate Driver, Officer and Crew of four (4) and shall be entirely enclosed. All seating shall be facing forward.
  - 2.12.1.2. The cab shall be fitted with four (4) forward opening doors.
  - 2.12.1.3. There will be at least three entry steps at every door with step illumination.
  - 2.12.1.4. The crew cab must be flame retardant, shock absorbent, as well as corrosion resistant.

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- 2.12.1.5. The cab shall be so designed, and so attached to the chassis as to eliminate to the greatest possible extent the risk of injury to the occupants in the event of an accident. All door catches shall be of the anti-burst type and shall be internally recessed to prevent unintentional opening. Doors shall open to at least 85° from the longitudinal centre line of the cab. **ALL** doors to be fitted with reinforced hinge stop / limiter.
- 2.12.1.6. The following cab internal dimensions will be the minimum excepted: Length 2,600mm, Width 2,500mm, Floor to Ceiling 1600mm, Seat to Ceiling 1,380mm.
- 2.12.1.7. All glass shall be toughened safety glass and each piece shall be permanently marked describing it as such. The design of the cab shall be such as to ensure maximum visibility for the driver.
- 2.12.1.8. The driver's seat shall preferably be of a bucket-type and adjustable for height and reach.
- 2.12.1.9. The Officer and crew seats shall be forward facing and crew seats shall be provided with a full width crash bar. All seats, the driver's backrest and crash bars shall be upholstered and covered in heavy duty durable material. Three point safety belts shall be provided for the Driver and Officer
- 2.12.1.10. The backrests of the crew seats shall be provided with a quick release bracket suitable for carrying Breathing Apparatus sets as determined by the buyer.
- 2.12.1.11. The brackets will be a rubber or plastic construction (non-metal) to eliminate damage to steel cylinders when stowed.
- 2.12.1.12. The brackets shall be fitted with quick release collusion restraint straps to withstand at least 20G forces.
- 2.12.1.13. The sides of all Breathing Apparatus brackets shall be upholstered and covered in black/grey heavy duty durable material to provide a comfortable backrest.
- 2.12.1.14. Three point safety belts for four (4) crew members shall be fitted in the rear crew compartment.
- 2.12.1.15. The extended crew cabin will be fitted with a bench seat that can be lifted. Brackets for four (4) steel Self Contained Breathing Apparatus (SCBA) cylinders shall be provided in this rear seat bench.
- 2.12.1.16. All necessary loose equipment carried in the cab shall be secured in such a way as to prevent it being dislodged in the event of an accident.
- 2.12.1.17. Access to the cab shall be entirely unobstructed and doors shall be forward swung on steel hinges with check straps. Large steps or step walls shall be provided for entering or leaving the cab.
- 2.12.1.18. Noise level in the cab shall not exceed 80dba and if necessary, soundproofing materials shall be installed to limit noise below this level. A cab heater and demister shall be provided with ducts directing part of the air flow onto the windscreen. Large exterior mirrors shall be provided on knock back arms.
- 2.12.1.19. All controls necessary for the safe control of the vehicle whilst in motion shall be within easy reach of the driver with his seat belt fastened.

**2.12.2. The following equipment and controls shall be provided in the cab:**

- 2.12.2.1. Parking brake control with lock and warning light.
- 2.12.2.2. Pneumatic or hydraulic Power-take off engage/disengage switch.
- 2.12.2.3. Battery isolation switch easily accessible to the driver.
- 2.12.2.4. Fuse or circuit breaker box.
- 2.12.2.5. Fog lamp switch and warning light indicating lights on.
- 2.12.2.6. Cab interior lamps and switches.
- 2.12.2.7. Master locker light switches and warning lamp.
- 2.12.2.8. Windscreen wiper and washer control.

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- 2.12.2.9. Power take-off engagement warning lamps.
- 2.12.2.10. Fuel tank contents gauge.
- 2.12.2.11. Engine coolant temperature gauge and lubricant temperature gauge.
- 2.12.2.12. Engine oil pressure gauge.
- 2.12.2.13. Emergency Light Bar switch and controls.
- 2.12.2.14. Warning/PA audio system switch.
- 2.12.2.15. Air reservoirs pressure gauge.
- 2.12.2.16. Air reservoirs low pressure warning buzzer.
- 2.12.2.17. Cab heater/demister controls.
- 2.12.2.18. Volt Gauge, Speedometer and Odometer registering in kilometres per hour and kilometres respectively.
- 2.12.2.19. Engine tachometer.
- 2.12.2.20. Hour meter for recording of engine running time
- 2.12.2.21. Light mast extended warning light (LED Lighting)
- 2.12.2.22. Pocket door “open” visual warning light.

**2.13. BODYWORK AND LOCKERS:**

- 2.13.1. Where the bodywork manufacturer is not the chassis manufacturer, the ultimate design of the vehicle shall be approved by the chassis manufacturer.
- 2.13.2. The design of the vehicle shall be such as to facilitate maintenance and repair and to give as low Centre of gravity as practicable. In addition, the vehicle shall be systematically proportioned with due consideration to the distribution and nature of the load to be sustained.
- 2.13.3. All structure components and materials shall be of the highest grade. Only AA International Quality 6063 T6 and 6261 T6 will be accepted. All body panels shall be painted except where thread bright panels are fitted. The minimum thickness of all walkways and licker floors shall be 3 over 4.5 mm. Walkways, steps and floors shall be supported by a structural member every 550 – 600mm. All vertical plain of thread bright panels shall be of minimum 2 – 3mm thick. All structural frames shall be of 6063 aluminium tubing and must be full welded at every joint. No ferrous metal body framework panels will be accepted. A full description of materials and application must be submitted with the tender in a covering letter. Any variations to this specification will not be accepted.
- 2.13.4. Off side and nearside front pockets must have 3 adjustable shelves. Lockers over wheel arches must have pull out drop down shelves. Rear lockers must have two adjustable shelves each.
- 2.13.5. All compartments shall be dust- and weather proof and shall have flush fitting locks. Total locker compartment capacity shall be preferably not less than 6m<sup>3</sup>.
- 2.13.6. All roller shutter doors are to be fitted with open pocket warning sensor with lights mounted on driver’s console.
- 2.13.7. Roller shutter doors having efficient means for holding the doors open shall be provided.
- 2.13.8. Access steps shall be provided at all lockers, so that upper shelves are easily reachable, including the above wheel arch (step integrated with arch).
- 2.13.9. Roller shutter doors shall be fitted with “Bar Lock” mechanism for preventing accidental door opening whilst in motion.
- 2.13.10. All roller shutter doors must be lockable.
- 2.13.11. The roller shutter doors shall be of an aluminium type.
- 2.13.12. Suitable provision shall be made for climbing onto the deck and all grab handles, locks and hinges shall be stainless steel or chromium plated. The deck, back step and floor of the crew compartment shall be covered with aluminium chequer tread plate.
- 2.13.13. Kick plates shall be provided where damage to the paint is likely from climbing into or

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unto the unit. Special attention should be paid to the mud guard areas. Step treads, decking, platforms and kick plates shall be of aluminium chequer plate.

2.13.14. Cab and body shall be provided with suitable under body protection against rust.

2.13.15. **Positioning of locker compartments**

2.13.15.1. **Seven (7) body compartments:**

Two compartments ahead of the rear wheels with full height roller shutter doors one on each side of the vehicle. Two compartments above the rear wheels with full height roller shutter doors one on either side of the vehicle. Two compartment behind the rear wheels with full height shutter doors one on either side of the vehicle. One pump compartment positioned at the rear of the vehicle closing with roller shutter doors.

a) **OFFSIDE LOCKER / POCKET FRONT (right hand side) (Annexure 1.1)**

I. **Adjustable shelves**

- (i) One pull out tray

II. **Top adjustable shelf :**

- (i) Must make provision for traffic cones and 20L containers x2
- (ii) Middle pull out tray
- (iii) Brackets and traps to be installed to stow spreader, cutter and extension rams

III. **Bottom:**

- (i) Hydraulic motor should be installed on a pull out tray and it should be able to be removed
- (ii) Hydraulic hoses should be secured next to the hydraulic motor with straps

b) **Offside locker / pocket middle**

- I. 10 x 64 mm Hose rack or dividers should be installed
- II. Brackets for two stand pipes and one T-bar should be installed against the vertical rear side of the pocket

c) **Rear offside pocket / locker**

Hose reel with hose guides to allow hose to be run at approximately right angles to the centre line of the reel should be installed in the top section of pocket. One high pressure electric rewind hose reel which is furnish with a 50 m x 19 mm dia. high pressure hose with a high pressure select flow and flush selection secured next to the hose reel within a bracket. Pull out shelf for a set of curbing blocks. Bottom part (on the floor) Hose racks or hose dividers for 7 x 45mm hoses

d) **Rear nearside pocket / locker (left-hand side)**

Hose reel with hose guides to allow hose to be run at approximately right angles to the centre line of the reel should be installed in the top section of pocket. One high pressure electric rewind hose reel which is furnish with a 50m x 19mm dia. high pressure hose with a high pressure select flow and flush selection secured next to the hose reel within a bracket.

I. **Middle section :**

- (i) Pull out tray for nozzles, dividing and breeching and collecting and breeching
- (ii) Bottom part (on the floor). Hose rack or hose dividers for 7 x 38mm hoses

e) **FRONT NEARSIDE LOCKER / POCKET**

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- I. One adjustable shelf
- II. Storage for the tool box, portable spotlights and extension cords
- III. Middle pull-out shelf:
  - (i) Axe, Halligan tool, crow bars, etc. should be stored here
  - (ii) 1 x ,minimum of 5 kw electrical start generator on a pull-out tray

**f) MIDDLE NEAR SIDE LOCKER/POCKET**

- I. Bracket for PPV and Cut off saw (to be installed on the floor of the pocket)
- II. Bracket for a spade and broom on the vertical side of the locker
- III. One adjustable shelf
- IV. Bracket for one 10ℓ jerry
- V. Storage for two canvas salvage covers

**2.14. PLUMBING**

All rigid piping is designed not to cause any obstruction in order to limit friction and loss of pressure.

**2.15. TANK FILL VIA PUMP FROM OPEN SOURCE**

A gated 65mm fill line from the pump to the tank is furnished so that the tank can be filled from the pump via the pressure outlet of the pump. Fill line is ball valve operated.

**2.16. REAR ACCESS LADDER AND GRAB HANDLES**

One rear access ladder is provided and mounted on the rear of the apparatus body to provide easy access to the roof of the vehicle. Grab handles will be fitted in all required positions.

**2.17. LADDER STOWAGE GANTRY - to remove the ladder from the roof of appliances to the ground.**

(Manual operated rear off-side) The gantry system should be rated to carry one three section ladder with the following features; collapsed length 4.7 m, extend length 10.5m, width 630 mm and a total weight of at least 77.5 kg. One aluminium roof or hook ladder length 2.6m, width 470mm and a total weight of 12.2 kg.

**2.18. HARD SUCTION HOSES AND BRACKETS**

2 x 3 meter hard suction hoses shall be mounted in fabricated aluminium cradle type compartments on the roof of the super structure. The hoses shall fit the size of the pump inlet. Two reinforced 3m long suction hoses and a metal suction strainer need to be supplied to fit the suction hose rear end.

**2.19. BRACKETS**

**2.19.1. FOR 2,4 METER (8 FOOT) CEILING HOOK**

Provide durable bracket and straps in an easily accessible position for safe stowage of a 2,4 meter ceiling hook/Pike Pole.

**2.19.2. FOR BASKET STRETCHER ON DECK**

Provide durable bracket and straps in an easily accessible position on the deck for safe stowage of a basket stretcher.

**2.19.3. BRACKET FOR ALUMINIUM 4 SECTION LADDER**

Provide durable bracket and straps in an easily accessible position on the deck for safe stowage of a four (4) section aluminium ladder.

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**2.19.4. DECK MOUNTED WATER / FOAM MONITOR**

One deck mounted, manual telescoping waterway and monitor with a stack tip. The monitor will be able to rotate through 360 degrees horizontally and -50 to +80 vertically. The deck monitor shall be capable of discharging up to 2,800 l/m.

**2.20. LIGHTING SYSTEM /FLOOD LIGHTS**

A roof mounted work/flood lighting system shall be fitted to the roof of the vehicle. The lighting system shall have four LED lights with no less than 1,500 lumens mounted on an arm which can extend to at least two meters in length. (Pneumatically or robotically) The system shall be remote controlled with controls either mounted in the cab or the locker where the generator is installed. Remote control should have the following functions. Extension of mast, 360 degree rotation of the four lights, on and off switch of the light, Automatic park function of the system. Or the flood lights can be automatically switch on an off when mast extends and collapse. A warning light should be installed in the cab to indicate that the light is still extended.

**2.21. COMPARTMENT LIGHTING**

All equipment compartments are provided with clear protected compartment LED lights mounted in the compartments. All lockers illuminate automatically when compartment doors are opened.

**2.22. PUMP COMPARTMENT WORK LIGHT**

A pump compartment work light is provided and installed within the pump compartment area complete with a switch.

**2.23. STEP AND GROUND LIGHTS**

Sufficient lighting is to be supplied for illuminating work areas, steps, walkways and ground areas around the apparatus. Lighting in areas under the cab doors activate automatically when exit doors are opened. At least five ground lights underneath the vehicle. Two spotlights shall be installed on the front side of the vehicle and shall be switch on with separate switch which on the dash board.

**2.24. LOWER LEVEL WARNING LIGHTS**

2.24.1. Generation three 1 watt LED's lights in cluster (perspective control lenses) are fitted as follows:

- 2.24.1.1. Three on either side of the vehicle with 6 clusters at ratio of three (3) per side
- 2.24.1.2. Two on the front with 8 clusters
- 2.24.1.3. Two at the rear with 8 clusters

**2.25. LIGHT BAR – GENERATION 3 (LIGHT EMITTING DIODE (LED) TECHNOLOGY)**

One 1.4m light bar shall be installed on the vehicles roof with the following specifications; front 8 clusters, rear 8 clusters, 3 clusters to the right and left. A 200 watt siren/PA system should be installed and it should have the following features control light bar flash patterns and cruise lights, all siren tones (yelp, wail and phaser) control from the siren/PA and vehicle hooter. The control unit shall be centrally mounted on the instrument panel in such a position that it can be reached by the officer and driver.

**2.26. NON WARNING LIGHTS**

Three rectangular shaped amber colour marker lights to be fitted to each side of the vehicle and is recessed into rub rail.

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**2.27. REAR VEHICLE LIGHTS**

In addition to the standard SABS turn signal, brake and reverse lights six rectangular, one 177mm red, one 177mm amber, and one 177mm clear light is installed on each side of the vehicle rear.

**2.28. SLIP RESISTANT WALKWAY SURFACE**

All exterior surfaces designated as stepping, standing, and walking areas shall be made of adequate thickness aluminium slip resistant **CHEQUERED PLATE**.

**2.29. EXTENDED BUMPER WITH WINCH**

The vehicle shall be fitted with a electric winch, driven from the vehicle power, with a pulling capability of at least 5000 kg on a single line. The winch shall be mounted in such a way that no damage is caused to any component of the vehicle when in use. The winch must be controllable from outside the vehicle. The winch shall carry at least 30m of 10mm cable. The winch motor must be reversible and controllable by a disc brake. The remote control for the winch shall be securely stowed in the cab.

**2.30. BACK UP ALARM**

An electronic back up alarm is fitted to vehicle and shall be wired into the chassis backup light to signal when the vehicle reverse.

**2.31. PAINTING and BRANDING**

- 2.31.1. Two coats of primer.
- 2.31.2. One coat of universal primer.
- 2.31.3. Two layers of final coating.
- 2.31.4. Final coating colours shall be in accordance with the Branch identification colour code.
- 2.31.5. Entire cab below roof gutter level, sides of bodywork including compartment doors, other than roller shutter doors, wheels and unpainted surfaces below roof gutter level shall be painted International Fire Engine Yellow (Lemon Chrome Yellow) in accordance to the SABS specification 1091 of 1975 Bi, A-11.
- 2.31.6. All above roof gutter level, mudguards and entire rear of vehicle other than those areas covered by chequer plate, shall be painted in polyurethane 563 line dual pack AECI roof brilliant white.
- 2.31.7. The vehicle must be supplied with Orange and Lime (diamond grade 3M grade reflective tape). Chevron on rear of vehicle. Tenders are to contact the council representative with regards to the size and type of decals.
- 2.31.8. **Paint body to match chassis** - The apparatus body is painted to match the chassis. The colour of the vehicle will be International Fire Engine yellow (lemon-chrome-Yellow).

**2.32. FINISH**

- 2.32.1. The vehicle shall be free from sharp or jagged edges or corners, loose grab rails or slippery foot surfaces. Any materials that may be subject to corrosion shall have a durable corrosion and weather resistant automotive finish.
- 2.32.2. Paint shall be of best quality of approved manufacturer and shall comply with the requirements of the relevant SABS specifications and shall be applied in strict accordance with the manufacturer's instructions by tradesmen skilled in this class of work.
- 2.32.3. Thinning of paint shall only be allowed for spray application when the manufacturer's instructions are followed, recommend thinners shall be used. Paint shall not be applied over any surface containing traces of grit, moisture, oil etc.; loose rust, loose mill scale or corrosion products of any kind. All surfaces shall be properly prepared. All traces of soluble salts and corrosive airborne contaminants shall be thoroughly washed from the surface to be painted, which shall then be dried and immediately painted.

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2.32.4. All surfaces including cut ends, etc. shall receive specified dry film thickness of paint for each coat and successive coats. Paint surfaces which are to be over-coated shall be hard dry before over-coating, unless the manufacturer’s specification states otherwise. The dry film thickness shall be measured using a non-destructive thickness gauge such as the, “Miko Test” or equivalent. Areas welded on-site shall be abrasive basted and/or ground and all contaminants such as flux and weld splutter removed prior to painting.

**2.33. LETTERING AND REFLECTIVE SAFETY STRIPE**

**2.33.1. Equivalent or better than 3M quality**

2.33.2. Provision will be made for lettering as per government specifications. Reflective striping will be affixed as per NFPA specifications. A 100 mm white reflective stripe will be fitted to the front of the vehicle and on the doors. Overstrand Fire & Rescue Maltese cross and appliance call sign should be installed on both front doors. **OVERSTRAND FIRE & RESCUE SERVICE** should be screen printed on the both sides of the sub structure in white. All screening shall be done and applied as per Overstrand Municipal Fire and Rescue Specifications

**2.34. PERFORMANCE AND ACCEPTANCE TESTS**

- 2.34.1. A road speed, on the level, of 125km/h shall be readily obtained with the vehicle fully laden.
- 2.34.2. The vehicle, fully laden with a warm running engine shall attain a speed of 65km/h from a standing start in a maximum time of 27 seconds.
- 2.34.3. The vehicle shall be capable of being driven at a constant speed of 120km/h for a distance of 30km without any portion of the power train or cooling system overheating.
- 2.34.4. The vehicle shall be capable of being driven off smoothly from rest up a gradient of 1 in 4.
- 2.34.5. The stability of the vehicle shall be such that when stationary and fully laden, it shall not overturn when tilted to an angle of 35° from the vertical, to either side.
- 2.34.6. The service and parking brakes shall be tested to ensure compliance with the requirements of SABS 1051 Part I – VI and with the Road Traffic Act.

**NOTE:** These standards are the minimum requirements and it is expected that the performance of the vehicle’s brakes will exceed them by a significant margin.

2.34.7. The pump shall be capable of delivering the guaranteed output of the manufacturer for a minimum period of 2 hours continuously. During the test, the water in the engine cooling system shall not require replenishment and the temperature of the water; engine and transmission lubrication oil shall not exceed the safety limit specified by the manufacturer.

**2.35. TRAINING**

Training for drivers of the vehicle and operators of the pump shall be included.

**2.36. STANDARD TOOLS AND ACCESSORIES**

**The following equipment shall be supplied and securely mounted on the Fire Fighting vehicle. Brackets shall be installed in the lockers for all equipment specified below. More technical detail will be supplied on request.**

- 2.36.1. A complete set of tools required for normal routine maintenance of the vehicle shall be included.
- 2.36.2. A spare wheel complete with radial type shall be supplied loose (it will not be carried on the vehicle).
- 2.36.3. One (1) Three Section ladder with the following features; Collapsed Length 4.7m, Extended Length 10.5m, Width 630mm and a total weight of 77.5kg.

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- 2.36.4. One aluminium roof hook ladder with folding hooks. Length 2.6m, Width 470mm and a total weight of 12.2 kg. This ladder shall be suitably mounted on brackets for ease of use.
- 2.36.5. One aluminium 4 section folding ladder or equivalent. This ladder shall be suitably mounted on brackets for ease of use.
- 2.36.6. 1 x 5kw electrical start generator
- 2.36.7. 2 x 3m Hard suction hoses
- 2.36.8. 1 x suction strainer
- 2.36.9. 2 x suction spanners
- 2.36.10. 1 x Three way collecting head
- 2.36.11. 2 x wheel chock for main vehicle

**3. ADDITIONAL EQUIPMENT**

The following equipment must be priced separately on the pricing schedule attached to the tender documents. Brackets shall be installed in the lockers for all equipment specified below.

**3.1. Hydraulic Rescue Equipment**

**All products listed below (3.1.1 to 3.1.9) MUST be National Fire Protection Association (NFPA) 1936 and/or European Nations (EN) 13204 or equal or better compliant**

- 3.1.1. 1 x Hydraulic Pump to minimum
- 3.1.2. 1 x Hydraulic hand pump
- 3.1.3. 2 x sets of hydraulic hoses
- 3.1.4. 1 x heavy duty hydraulic spreader
- 3.1.5. 1 x hydraulic cutter
- 3.1.6. 1 x small telescopic rams
- 3.1.7. 1 x large telescopic Ram
- 3.1.8. 1 x ram bases & extensions
- 3.1.9. 1 x Combination Tool

**3.2. Other**

- 3.2.1. 1 x Set of wheel chock & blocks
- 3.2.2. 1 x Thermal Image Camera
- 3.2.3. 1 x Cut off saw
- 3.2.4. 1 x Positive Pressure Ventilator
- 3.2.5. 1 x Swivel head 65mm standpipe compatible with British round thread hydrant connection.
- 3.2.6. 1 x 1.2 m T- bar
- 3.2.7. 1 x 36" Pick head Axe fibre glass handle
- 3.2.8. 1 x Halligan tool
- 3.2.9. 1 x Medium (28") Crow bar/Wrecking bar
- 3.2.10. 1 x 760mm Bolt cutter
- 3.2.11. 1 x 450mm Tommy bar
- 3.2.12. 1 x 6m x 4m Salvage sheet
- 3.2.13. 1 x Intermediate Life Support Medical Bag, fully stocked
- 3.2.14. 3 x pistol grip adjustable Nozzles
- 3.2.15. 13 x 64mm x 30m Fire Fighting Hoses (Duraline or equivalent)
- 3.2.16. 7 x 45mm x 30m Fire Fighting Hoses (Duraline or equivalent)
- 3.2.17. 7 x 38mm x 30m Fire Fighting Hoses (Duraline or equivalent)
- 3.2.18. 1 x Oxygen cylinder with Regulator
- 3.2.19. 1 x Entonox cylinder

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**13. ANNEXURE 1.1.**

**MAJOR FIRE FIGHTING/RESCUE PUMPER 4x2 WITH DOUBLE CAB**

 <p><b>OFFSIDE LOCKER/POCKET FRONT (right hand side)</b> (Par 2.13.15.1(a))</p>	 <p><b>OFFSIDE POCKET/LOCKER MIDDLE</b> (Par 2.13.15.1.(b))</p>
 <p><b>REAR OFFSIDE POCKET/LOCKER (Par 2.13.15.1(c))</b></p>	
 <p><b>REAR NEARSIDE POCKET /LOCKER (left-hand side)</b> (Par 2.13.15.1(d))</p>	 <p><b>FRONT NEARSIDE LOCKER / POCKET</b> (Par 2.13.15.1(e))</p>

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REAR ACCESS LADDER & GRAB HANDLES  
(Par 2.16)



LADDER GANTRY TO REMOVE THE LADDER FROM THE ROOF OF APPLIANCES TO THE GROUND. (Par 2.17)



CREW CAB (Par 1.12)

SIGNATURE		NAME (PRINT)	
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**14. SCHEDULE A: CONTRACT PRICE ADJUSTMENT & RATE OF EXCHANGE VARIATIONS**

**RATE OF EXCHANGE VARIATIONS - FOR TENDERERS WHO ARE DIRECTLY IMPORTING THE PRODUCTS**

**CLAUSE 1.15.3 OF THE SPECIFICATIONS ABOVE**

Exchange Rate on which tender is based: \_\_\_\_\_ 1 = SA Rand \_\_\_\_\_.

Name of Bank	
--------------	--

Date of quoted rate of exchange	
---------------------------------	--

The end date applicable for variation will be the Bill of Lading/Waybill/Customs Invoice.	
---	--

Tenderer to indicate which documentation (Bill of Lading/Waybill/Customs Invoice) will be applicable

If any other documentation other than these are applicable, the tenderer must clearly indicate so above.

Item No.	Amount and denomination of foreign currency required (1)	Rate of exchange as at 14 days prior to date of tender (2)	Equivalent in Rand of foreign currency content (columns 1+2) (3)	Amount of South African Content (4)	Total amount (equivalent in Rand of columns 3+4) (Excl. VAT) (5)

*In the event of any other type of variation applicable to this tender, the tenderer must clearly identify the actual costs involved together with detailed calculation formulae. This information may be submitted on a covering letter.*

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**15. FORM OF OFFER / PRICING SCHEDULE**

**NOTE:**

1. All delivery costs **MUST** be included in the bid price, for delivery at the prescribed destination.
2. Document **MUST** be completed in non-erasable black ink.
3. **NO** correction fluid/tape may be used.

I / We \_\_\_\_\_

(full name of Bidder) the undersigned in my capacity as \_\_\_\_\_

of the firm \_\_\_\_\_

hereby offer to Overstrand Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Overstrand Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

<b>Completion Period:</b>	
<b>Delivery Period:</b>	
<b>Address of Workshop:</b>	

**PRICING SCHEDULE:**

	Item	Price per item (Excl. VAT)	Price per item Price (Incl. VAT)
2	Major Fire Fighting / Rescue Pumper and equipment as per paragraph 2 of the Technical Specifications		
3	Additional equipment as per paragraph 3 of the Technical Specifications		
3.1	Hydraulic Equipment		
3.1.1	Hydraulic Pump to minimum – NFPA 1936 compliant		
3.1.2	Hydraulic hand pump – NFPA 1936 compliant		
3.1.3	Hydraulic hoses (per set) – NFPA 1936 compliant		
3.1.4	Heavy duty hydraulic spreader – NFPA 1936 compliant		
3.1.5	Hydraulic cutter – NFPA 1936 compliant		
3.1.6	Small telescopic rams – NFPA 1936 compliant		
3.1.7	Large telescopic Ram – NFPA 1936 compliant		
3.1.8	Ram bases & extensions – NFPA 1936 compliant		
3.1.9	Combination Tool – NFPA 1936 compliant		

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	Item	Price per item (Excl. VAT)	Price per item Price (Incl. VAT)
<b>3.2</b>	<b>Other</b>		
3.2.1	Set of wheel chock & blocks		
3.2.2	Thermal Image camera		
3.2.3	Cut off saw		
3.2.4	Positive Pressure Ventilator		
3.2.5	Swivel head 65mm standpipe compatible with British round thread hydrant connection		
3.2.6	1.2m T- bar		
3.2.7	36" Pick Head Axe – fibreglass handle		
3.2.8	Halligan tool		
3.2.9	Medium (28") Crow bar / Wrecking bar		
3.2.10	760mm Bolt cutter		
3.2.11	450mm Tommy bar		
3.2.12	6m x 4m Salvage Sheet		
3.2.13	Intermediate Life Support Medical Bag, fully stocked		
3.2.14	Pistol Grip adjustable Nozzle		
3.2.15	13 X 64mm x 30m Fire Fighting hoses		
3.2.16	7 X 45mm x 30m Fire Fighting hoses		
3.2.17	7 x 38mm x 30m Fire fighting hoses		
3.2.18	Oxygen cylinder with regulator		
3.2.19	Entonox cylinder		

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
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**16. MBD 7.1. – CONTRACT FORM - PURCHASE OF GOODS**

**NB:**

This form must be completed in duplicate by both the successful bidder (Part 1) and the purchaser (Part 2). Both forms must be signed in the original so that the successful bidder and the purchaser will be in possession of originally signed contracts for their respective records.

**PART 1 - (TO BE COMPLETED BY THE BIDDER.)**

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to **the Overstrand Municipality** in accordance with the requirements and specifications stipulated in tender number **SC1414/2013**, at the price/s quoted. My offer(s) remain(s) binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

<b>Completion Period:</b>	
<b>Delivery Period:</b>	
<b>Address of Workshop:</b>	

2. The following documents shall be deemed to form and be read and construed as part of this agreement:  
 Bidding documents, viz
  - a) Invitation to bid
  - b) Tax clearance certificate
  - c) Pricing schedule(s)
  - d) Technical Specification(s)
  - e) Preference claims in terms of the Preferential Procurement Regulations 2001
  - f) Declaration of interest
  - g) Special Conditions of Contract; and
  - h) General Conditions of Contract.
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
WITNESS 1:		WITNESS 2:	
DATE:			



**CONTRACT FORM - PURCHASE OF GOODS/WORKS**

**PART 2 - (TO BE COMPLETED BY THE OVERSTRAND MUNICIPALITY.)**

1. I, \_\_\_\_\_, in my capacity as **DIRECTOR: PROTECTION AND SECURITY SERVICES**, accept your bid under reference number **SC1414/2013**, dated \_\_\_\_\_, for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.
4. I confirm that I am duly authorized to sign this contract.

SIGNED AT \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

TO BE COMPLETED BY THE OVERSTRAND MUNICIPALITY		
SIGNATURE:		OFFICIAL STAMP:
NAME (PRINT):		
WITNESS 1:		
WITNESS 2:		

**17. DECLARATION BY TENDERER**

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender form and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of \*my / our tender and that I / we elect *domicillium citandi et executandi* in the Republic at:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender: that the price quoted cover all the work items specification in the tender documents and that the price cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
WITNESS 1		WITNESS 2	



## PART C – DATABASE REGISTRATION

<b>A</b>	<b>If you are a bidder, DULY REGISTERED as a Preferred Supplier on the Supply Chain Management Database of the Overstrand Municipality, COMPLETE THIS SECTION</b>		
<b>SCM DATABASE REGISTRATION NUMBER</b>		<b>SC</b>	
<b>NAME OF FIRM</b>			
<b>SIGNATURE</b>		<b>CAPACITY</b>	
<b>NAME (PRINT)</b>			

<b>B</b>	<b>If you are a bidder, NOT DULY REGISTERED as a Preferred Supplier on the Supply Chain Management Database of the Overstrand Municipality, it is compulsory to complete and attach the following forms:</b>		
1	Database Registration Form		
2	Questionnaire For Preferential Procurement Policy		
3	Declaration By Supplier		
4	National Small Business Act No. 102 Of 1996 Classification		
5	Documents Required		
6	Nature Of Operations, Products Or Services		
7	Credit Order Instruction		



**FOR OFFICE USE ONLY**

<b>FORMS REMOVED &amp; HANDED TO DATABASE OFFICIAL</b>					
<b>1</b>	<b>Database Registration Form</b>	Yes		No	
<b>2</b>	<b>Questionnaire For Preferential Procurement Policy</b>	Yes		No	
2.1	BBBEE Certificate / Letter from Auditor				
<b>3</b>	<b>Declaration By Supplier</b>	Yes		No	
<b>4</b>	<b>National Small Business Act No. 102 Of 1996 Classification</b>	Yes		No	
<b>5</b>	<b>Nature Of Operations, Products Or Services</b>	Yes		No	
<b>6</b>	<b>Credit Order Instruction</b>	Yes		No	
<b>7</b>	<b>Documents Required:</b>				
7.1	Copy of Company Registration Documentation	Yes		No	
7.2	Tax Clearance Certificate	Yes		No	
7.3	PAYE	Yes		No	
7.4	UIF Certificate / proof	Yes		No	
7.5	WCA Certificate / Letter of Good Standing	Yes		No	
7.6	Copies of ID documents of Directors / Members / Shareholders / Partners.	Yes		No	
<b>8.</b>	<b>LIST ANY OTHER FORMS REMOVED AND SUBMITTED TO DATABASE OFFICIAL:</b>				
<i>I confirm that I have removed the forms as indicated above from the tender document and forwarded it to the Supplier Database Official</i>					
	<b>Removed</b>	<b>Checked</b>			
<b>Print Name</b>					
<b>Signature</b>					
<b>Date</b>					





## PREFERENTIAL PROCUREMENT REGULATIONS 2011

### 1. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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

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

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

### 2. BID DECLARATION

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

<b>2.1.1. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1</b>	
2.1.1.1. B-BBEE Status Level of Contribution as reflected on the B-BBEE Certificate	
2.1.1.2. Points claimed in respect of Level of Contribution (maximum of 10 or 20 points)	

***(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).***

<b>3</b>	Percentage of shareholding of persons in the business classified as <b>youth</b> . (18 – 35 Years old) / Ipersenti labantu abanezabelo kwinkonzo zoshishino ababizwa ngokuba <b>lulutsha</b> (18 – 35 Yeminyaka)	%
<b>4</b>	Is u besigheid geleë binne die jurisdiksie van die munisipaliteit ? Is your business established within the area of jurisdiction of the Municipality? Ingaba ishishini lakho limi kwingingqi elawulwa nguMasipala wesithili?	In/Ngaphakathi Uit/Out/Ngaphandle

Hiermee sertifiseer ek/ons die ondergetekende en die getuienisse dat bogenoemde inligting korrek is. / I/We hereby certify that the abovementioned information is correct signed by myself/ourselves and the witnesses. / Mna/Thina siqinisekisa ukuba ezi nkukacha zingasentla zilungile kwaye zisayinwe ndim/sithi kunye namangqina

<b>Handtekening / Signature / Osayinileyo</b>	<b>Getuie / As Witness / Njengengqina</b>

## DECLARATION BY SUPPLIER

<b>1.</b>	This document serves as a declaration to be used by the municipality 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. No Registration will be accepted from persons in the service of the state*.			
<b>2.(a)</b>	Any prospective supplier, having a kinship with persons in the service of the state, including a blood relationship, may in terms of current legislation register on the Municipality's Database. In view of possible allegations of favouritism, should a resulting bid, or part thereof, be awarded to suppliers connected with or related to persons in the service of the state, it is required that the supplier or his/her authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.			
<b>2.(b)</b>	The request for registration on the Municipality's database may be rejected if the supplier, or any of its directors/members/partners have:			
	(i) abused the municipality's supply chain management system or committed any improper conduct in relation to such system;			
	(ii) been convicted for fraud or corruption during the past five years;			
	(iii) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years;			
	(iv) being a person whose tax matters are not cleared by the South African Revenue Services; or			
	(v) 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).			
<b>3.</b>	In order to give effect to the above, the following questionnaire must be completed and signed before a Commissioner of Oaths.			
<b>3.1</b>	Print full Name:			
<b>3.2</b>	Company/CC Registration or ID Number:			
<b>3.3</b>	Are you presently <i>in the service of the state</i> ? *	YES	NO	
<b>3.3.1</b>	<b>If so, furnish particulars.</b>			
<b>3.4</b>	Have you been <i>in the service of the state</i> for the past twelve months?	YES	NO	
<b>3.4.1</b>	<b>If so, furnish particulars.</b>			
<b>3.5</b>	Do you, have any relationship (family, friend, other) with persons <i>in the service of the state</i> and who may be involved with the evaluation and or adjudication of any prospective bid?	YES	NO	
<b>3.5.1</b>	<b>If so, furnish particulars.</b>			
<b>3.6</b>	Are you, aware of any relationship (family, friend, other) between a supplier and any persons <i>in the service of the state</i> who may be involved with the evaluation and or adjudication of any bid?	YES	NO	
<b>3.6.1</b>	<b>If so, furnish particulars.</b>			
<b>3.7</b>	Are any of your company's directors, managers, principle shareholders or stakeholders <i>in the service of the state</i> ?	YES	NO	
<b>3.7.1</b>	<b>If so, furnish particulars.</b>			
<b>3.8</b>	Is any spouse, child or parent of your company's directors, managers, principle shareholders or stakeholders <i>in the service of the state</i> ?	YES	NO	
<b>3.8.1</b>	<b>If so, furnish particulars.</b>			
<b>3.9</b>	Is the supplier or any of its directors/partners listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?	YES	NO	
<b>3.9.1</b>	<b>If so, furnish particulars.</b>			

<b>3.10</b>	Is the supplier 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)?	YES		NO	
<b>3.10.1</b>	<b>If so, furnish particulars.</b>				
<b>3.11</b>	Was the supplier 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		NO	
<b>3.11.1</b>	<b>If so, furnish particulars.</b>				
<b>3.12</b>	Does the supplier 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		NO	
<b>3.12.1</b>	<b>If so, furnish particulars.</b>				
<b>3.13</b>	Was any contract between the supplier 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		NO	
<b>3.13.1</b>	<b>If so, furnish particulars.</b>				

**CERTIFICATION**

I, THE UNDERSIGNED, \_\_\_\_\_, CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

<b>Signature</b>	<b>Position</b>	<b>Date</b>

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

**COMMISSIONER OF OATHS**

Signed and sworn to before me at \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

**COMMISSIONER OF OATHS:-**

Position: \_\_\_\_\_

Address: \_\_\_\_\_

Tel: \_\_\_\_\_

**Apply official stamp of authority on this page:**

## National Small Business Act No. 102 of 1996 Classification

1. Indicate your Economic Sector - Give full description in 1.4 on page 1		2. Indicate the size of your Business if the National Small Business Act applies to your enterprise.				
Sector or sub-sectors in accordance with the Standard Industrial Classification		Size of class	Total full-time equivalent of paid employees	Total annual turnover	Total gross asset value (fixed property excluded)	Indicate the category of your business
Please indicate your Sector "X"			Less than:	Less than:	Less than:	"X"
All Tiers of Government 00001 - 09999		Not applicable	Not applicable	Not applicable	Not applicable	Not applicable
Agriculture 11001 - 14999		Medium	100	R 5 m	R 5 m	
		Small	50	R 3 m	R 3 m	
		Very small	10	R 0.50 m	R 0.50 m	
		Micro	5	R 0.20 m	R 0.10 m	
Mining and Quarrying 21001 - 29999		Medium	200	R 39 m	R 23 m	
		Small	50	R 10 m	R 6 m	
		Very small	20	R 4 m	R 2 m	
		Micro	5	R 0.20 m	R 0.10 m	
Manufacturing 30001 - 39999		Medium	200	R 51 m	R 19 m	
		Small	50	R 13 m	R 5 m	
		Very small	20	R 5 m	R 2 m	
		Micro	5	R 0.20 m	R 0.10 m	
Electricity, Gas and Water 41001 - 42999		Medium	200	R 51 m	R 19 m	
		Small	50	R 13 m	R 5 m	
		Very small	20	R 5.10 m	R 1.90 m	
		Micro	5	R 0.20 m	R 0.10 m	
Construction 50001 - 50999		Medium	200	R 26 m	R 5 m	
		Small	50	R 6 m	R 1 m	
		Very small	20	R 3 m	R 0.50 m	
		Micro	5	R 0.20 m	R 0.10 m	
Wholesale Trade, Commercial Agents and Allied Services 58001 - 61999		Medium	200	R 64 m	R 10 m	
		Small	50	R 32 m	R 5 m	
		Very small	20	R 6 m	R 0.60 m	
		Micro	5	R 0.20 m	R 0.10 m	
Retail and Motor Trade and Repair Services 62101 - 63500		Medium	200	R 39 m	R 6 m	
		Small	50	R 19 m	R 3 m	
		Very small	20	R 4 m	R 0.60 m	
		Micro	5	R 0.20 m	R 0.10 m	
Catering, Accommodation and other Trade 64101 - 64299		Medium	200	R 13 m	R 3 m	
		Small	50	R 6 m	R 1 m	
		Very small	20	R 1.50 m	R 0.90 m	
		Micro	5	R 0.20 m	R 0.10 m	
Transport, Storage and Communications 71001 - 75999		Medium	200	R 26 m	R 6 m	
		Small	50	R 13 m	R 3 m	
		Very small	20	R 3 m	R 0.60 m	
		Micro	5	R 0.20 m	R 0.10 m	
Finance and Business Services 81001 - 88999		Medium	200	R 26 m	R 5 m	
		Small	50	R 13 m	R 3 m	
		Very small	20	R 3 m	R 0.50 m	
		Micro	5	R 0.20 m	R 0.10 m	
Community, Social and Personal Services 91001 - 99999		Medium	200	R 13 m	R 6 m	
		Small	50	R 6 m	R 3 m	
		Very small	20	R 1 m	R 0.60 m	
		Micro	5	R 0.20 m	R 0.10 m	



**KREDIETBEVEL INSTRUKSIE / CREDIT ORDER INSTRUCTION / UMYALELO NGOTYALO MALI**

<p>Dit is die Overstrand Munisipaliteit se beleid om alle krediteure deur middel van direkte bankoorplasinge te vereffen. Verskaf meegaande inligting en verkry asb. U bankiers se bevestiging.</p>	<p>It is the policy of the Overstrand Municipality to pay all creditors by means of direct bank transfers. Please complete this information and acquire your banker's confirmation.</p>	<p>Yinkqubo kaMasipala wesithili saseOverstrand ukuhlawula abo kufuneka bebahlawule ngokufaka imali ebhankini. Nceda ke ngoko uzalise olu xwebhu lungezantsi ngeenkukacha zakho ucele ibhanki yakho ukuba yenze isiqinisekiso sezi nkukacha.</p>
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**BESONDERHEDE VAN FIRMA/INSTANSIE / DETAILS OF FIRM/INSTITUTION / IINKCUKACHA ZEFEMU/IZIKO:**

Naam / Name / Igama																				
Adres / Address / Idilesi																				

**BESONDERHEDE VAN MY/ONS BANKREKENING IS AS VOLG / DETAILS OF MY/OUR BANK ACCOUNT ARE AS FOLLOWS / IINKCUKACHA ZEBHANKI YAM ZIMI NGOLU HLOBO:**

NAAM VAN BANK / NAME OF BANK / IGAMA LEBHANKI																				
NAAM VAN TAK / NAME OF BRANCH / IGAMA LESEBE LEBHANKI																				
REKENING NR / ACCOUNT NO / INOMBOLO YE_AKHAWUNTI																				
TAKKODE / BRANCH CODE / IKHOWUDI YESEBE																				
TIPE REKENING / TYPE OF ACCOUNT / UHLOBO LWE_AKHAWUNTI																				

1 =	Tjekrekening Cheque Account I-akhawunti yetshekhi	2 =	Transmissierekening Transmission Account I-akhawunti vokuqithisela	3 =	Spaarrekening Savings Account I-akhawunti yemali eqciniweyo
4 =	Verbandrekening Bond Account I-akhawunti yebhondi	5 =	(Nie in gebruik) (Not in use) Avisetvenziswai	6 =	Subskripsieaandeelrekening Subscription Share Account I-akhawunti vomrhumo wezabelo

<p>Ek/ons versoek en magtig hiermee die Overstrand Munisipaliteit om enige bedrae wat my/ons mag toeval, in my/ons bankrekening te krediteer.</p> <p>Ek/ons verstaan dat 'n betalingsadvies deur die Overstrand Munisipaliteit in die normale wyse verskaf sal word wat die datum sal aantoon wanneer die fondse beskikbaar sal wees, asook besonderhede van die betaling.</p> <p>Ek/ons onderneem verder om die Overstrand Munisipaliteit vroegetydig in kennis te stel van enige verandering in my/ons bankbesonderhede en erken dat hierdie magtiging slegs deur my/ons met dertig dae kennis gekanselleer kan word deur middel van voorafbetaalde geregistreerde pos.</p>	<p>I/we hereby request and authorise the Overstrand Municipality to pay any amounts that may accrue to me/us to the credit of my/our bank account.</p> <p>I/we understand that a payment advice will be supplied by the Overstrand Municipality in the normal way that will indicate the date on which funds will be available in my/our bank account and details of payment.</p> <p>I/we further undertake to inform the Overstrand Municipality in advance of any change in my/our bank details and accept that this authority may only be cancelled by me/us by giving thirty days notice by prepaid registered post.</p>	<p>Mna/Thina sicela/sigunyazisa uMasipala Wesithili saseOverstrand ukuba ahlawule yonke imali eziimfanelo zam/zethu kwi-akhawunti yebhanki yam/yethu.</p> <p>Ndi/Siyaqonda ukuba isiqinisekiso semali ehlawulwe ngumasipala siza kufumaneka kwaye eso siqinisekiso siza kubonisa umhla ekuhlawulwe ngawo kunye nezinye iinkcukacha zentlawulo.</p> <p>Ndi/Siya kumazisa umasipala xa iinkcukacha zebhanki yam zitshintshile kwaye ndiza kubanika isaziso seentsuku ezingama-30 ndisithumele ngeleta erejistarishiweyo.</p>
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GEMAGTIGDE HANDTEKENING / AUTHORISED SIGNATURE / USAYINO OLUGUNYAZISIWEYO			
VOORLETTERS EN VAN / INITIALS AND SURNAME / OONOBUMBA BOKUQALA BEGAMA KUNYE NEFANI			
TELEFOONNOMMER / TELEPHONE NUMBER / INOMBOLO YEFOWUNI		DATUM / DATE / UMHLA	

**VIR BANKGEBRUIK ALLEENLIK / FOR BANK USE ONLY / KUSETYENZISWA YIBHANKI KUPHELA**

<p>Ek/ons sertifiseer hiermee dat die besonderhede van ons kliënt se bankrekening soos aangedui op die krediet bevel instruksie korrek is:</p> <p>I/we hereby certify that the details of our clients bank account as indicated on the credit order instruction is correct:</p> <p>-Ndi/Siqinisekisa ukuba iinkcukacha zabaxhasi bethu ezibhalwe kwimiyalelo yokudiphozitha imali ilungile</p> <p>_____</p> <p>GEMAGTIGDE HANDTEKENING / AUTHORISED SIGNATURE / -Usayino olugunyazisiweyo</p>	<p><b>AMPTELIKE DATUMSTEMPEL / OFFICIAL DATE STAMP / - ISITAMPU SOMHLA ESISESIKWENI:</b></p>
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## DOCUMENTS REQUIRED

DOCUMENTS REQUIRED	SOLE PROPRIETOR	CC'S AND PRIVATE COMPANIES	PARTNER-SHIPS	PUBLIC COMPANY	BUSINESS TRUST	NON PROFIT ORGANIZATIONS (NPO)	WHERE TO GET DOCUMENTS
COMPANY REGISTRATION CERTIFIED COPIES	N/A	Certificate of incorporation CK1/CK2	Partnership agreement	Certificate of Incorporation CM3	Trust agreement	Certificate of Incorporation Section 21	Registrar of CC's & Companies
PROOF OF OWNERSHIP CERTIFIED COPIES	N/A	Shareholding CK1/CK2	Partnership agreement	Shareholding CM3	Trustees details: Letter of Authority	Auditor's letter no shareholding	Registrar of CC'S & Companies
PROOF OF BANKING	Bank statement/ cancelled cheque	Bank statement/ cancelled cheque	Branch of bank at which Account is.				
TAX CLEARANCE CERTIFICATE	For the Owner or the business	For the company / cc	For each individual shareholder	For the company	For the trust	For the NPO	SARS
P.A.Y.E	If staff are employed	If staff are employed	SARS				
VAT REGISTRATION	Yes	Yes	Yes	Yes	Yes	Yes	SARS
U.I.F Certificate	YES	YES, if staff remuneration	YES, if staff remuneration	Department of Labour			
Workman's Compensation	YES, if staff remuneration	YES, if staff remuneration	Department of Labour				
Security Officer' s Board	If applicable –for security industry	If applicable –for security industry	Security Service Regulatory Authority				
Proof of Disability	If owner is disabled	If Shareholder is disable	If Shareholder is disabled	If Shareholder is disable	If Shareholder is disable	If Shareholder is disabled	
Proof of Identity CERTIFIED	Owner	Directors / Members	Partners	Directors	Trustees	Directors	

<b>FOR OFFICE USE ONLY:</b>			
<b>BUSINESS NAME</b>			
<b>DATE RECEIVED</b>		<b>DATE CAPTURED</b>	
<b>ACCEPTED</b>			
<b>DATABASE REGISTRATION NUMBER</b>			