

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (LANGEERG MUNICIPALITY)					
BID NUMBER:	TENDER- 28/2024	CLOSING DATE:	13 SEPTEMBER 2024	CLOSING TIME:	12H00
DESCRIPTION	SUPPLY AND DELIVERY OF A FULLY EQUIPED FIRE FIGHTING VEHICLE TO LANGEERG MUNICIPALITY				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BOX
SITUATED AT**

LANGEERG MUNICIPAL OFFICES					
28 MAIN ROAD					
ASHTON					
6715					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FAX NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX INCOME NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		AND	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]		
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE VAT INCLUSIVE	R		
SIGNATURE OF BIDDER		DATE			
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SCM	CONTACT PERSON	MR N MDLULI		
CONTACT PERSON	Sabelo NGCONGOLO	TELEPHONE NUMBER	023 626 8200		
TELEPHONE NUMBER	023 615 8000	FAX NUMBER			
FAX NUMBER	023 615 1563	E-MAIL ADDRESS	nmdluli@langeberg.gov.za		
E-MAIL ADDRESS	sngcongolo@langeberg.gov.za				

PART B - TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



TENDER-28/2024

Tenders are hereby requested for the **SUPPLY AND DELIVERY OF A FULLY EQUIPED FIRE FIGHTING VEHICLE TO LANGEBERG MUNICIPALITY** as specified in the bid document.

Completed Bids, in sealed envelopes, clearly marked “**TENDER-28/2024: SUPPLY AND DELIVERY OF A FULLY EQUIPED FIRE FIGHTING VEHICLE TO LANGEBERG MUNICIPALITY**” should be placed in the tender box, at the Langeberg Municipal Office, 28 Main Road, Ashton, not later than **12:00 on 13 SEPTEMBER 2024** when the Bids will be opened in public. Late, faxed or e-mailed tenders will not be considered.

PLEASE NOTE:

The official Bid document must be fully completed in black ink, all pages must be submitted and the document should preferably be bound.

Supporting documents must be submitted separately and must be stapled or bound.

The lowest, or any tender, will not necessarily be accepted and council reserves the right to accept any tender. Tenders will be evaluated according to the Council’s Supply Chain Management Policy and the 80/20 Preference Point system. The Supply Chain Management Policy can be viewed at Municipal Offices or www.langeberg.gov.za

Tender documents are available from **08 AUGUST 2024**, on the Langeberg Municipal website: www.langeberg.gov.za

Please refer written enquiries to **MR N MDLULI** (nmdluli@langeberg.gov.za).

DP LUBBE
MUNICIPAL MANAGER
Private Bag X2
Ashton,
6715

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1. GENERAL CONDITIONS OF CONTRACT

1.1. Definitions:

The following terms shall be interpreted as indicated

- 1.1.1. **"Closing time"** means the date and hour specified in the bidding advertisement for the receipt of bids.
- 1.1.2. **"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.
- 1.1.3. **"Contract price"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.1.4. **"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.
- 1.1.5. **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.1.6. **"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.
- 1.1.7. **"Day"** means calendar day.
- 1.1.8. **"Delivery"** means delivery in compliance of the conditions of the contract or order.
- 1.1.9. **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
- 1.1.10. **"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 goods are so delivered and a valid receipt is obtained.
- 1.1.11. **"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.
- 1.1.12. **"Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.1.13. **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.1.14. **"GCC"** means the General Conditions of Contract.
- 1.1.15. **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

- 1.1.16. **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.1.17. **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.1.18. **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.1.19. **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.1.20. **“Purchaser”** means the organization purchasing the goods.
- 1.1.21. **“Republic”** means the Republic of South Africa.
- 1.1.22. **“SCC”** means the Special Conditions of Contract.
- 1.1.23. **“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.
- 1.1.24. **“Supplier”** means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.1.25. **“Tort”** means in breach of contract.
- 1.1.26. **“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.
- 1.1.27. **“Written”** or **“in writing”** means hand-written in ink or any form of electronic or mechanical writing.

1.2. Application

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

1.3. General

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

- 1.3.2. Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

1.4. Standards

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

1.5. Use of contract documents and information inspection

- 1.5.1. 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.
- 1.5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 1.5.1 except for purposes of performing the contract.
- 1.5.3. Any document, other than the contract itself mentioned in GCC clause 1.5.1 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.
- 1.5.4. 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.

1.6. Patent Rights

- 1.6.1. 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.
- 1.6.2. 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.

1.7. Performance security

- 1.7.1. 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.
- 1.7.2. 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.
- 1.7.3. 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:
- 1.7.4. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or a cashier's or certified cheque
- 1.7.5. 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.

1.8. Inspections, tests and analyses

- 1.8.1. All pre-bidding testing will be for the account of the bidder.
- 1.8.2. If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 1.8.3. 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.
- 1.8.4. If the inspections, tests and analyses referred to in clauses 1.8.2 and 1.8.3 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.
- 1.8.5. Where the goods or services referred to in clauses 1.8.2 and 1.8.3 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.
- 1.8.6. Goods and services which are referred to in clauses 1.8.2 and 1.8.3 and which do not comply with the contract requirements may be rejected.
- 1.8.7. Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected 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.
- 1.8.8. The provisions of clauses 1.8.4 to 1.8.7 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 1.22 of GCC.

1.9. Packing

- 1.9.1. 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.
- 1.9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

1.10. Delivery and documents

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

1.11. Insurance

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

1.12. Transportation

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

1.13. Incidental Services

- 1.13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
- 1.13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - 1.13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - 1.13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - 1.13.1.4. 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
 - 1.13.1.5. 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.
- 1.13.2. 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.

1.14. Spare parts

- 1.14.1. 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:
- 1.14.2. 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 in the event of termination of production of the spare parts:
- 1.14.3. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

1.15. Warranty

- 1.15.1. 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.

- 1.15.2. 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.
- 1.15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 1.15.4. Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 1.15.5. 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.
- 1.15.6. All Machinery must comply with the Occupational Health and Safety (OHS) Act and its applicable regulations and standards.

1.16. Payment

- 1.16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 1.16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 1.16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 1.16.4. Payment will be made in Rand unless otherwise stipulated.

1.17. Prices

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

1.18. Variation orders

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

1.19. Assignment

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

1.20. Subcontracts

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

1.21. Delays in the supplier's performance

- 1.21.1. 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.
- 1.21.2. 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.
- 1.21.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 1.21.4. Except as provided under GCC Clause 1.25, 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 1.22.1, unless an extension of time is agreed upon pursuant to GCC Clause 1.22.2 without the application of penalties.
- 1.21.5. Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without canceling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

1.22. Penalties

- 1.22.1. Subject to GCC Clause 1.25, 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 1.23.

1.23. Termination for default

- 1.23.1. 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:
- 1.23.1.1. 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 1.21.2;

- 1.23.1.2. if the supplier fails to perform any other obligation(s) under the contract; or if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 1.23.2. 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.
- 1.23.3. 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.
- 1.23.4. 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.
- 1.23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprises or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first – mentioned person, and with which enterprise or person the first – mentioned person, is or was in the opinion of the purchaser actively associate
- 1.23.6. .If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- 1.23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
- 1.23.6.2. the date of commencement of the restriction
- 1.23.6.3. the period of restriction; and
- 1.23.6.4. the reasons for the restriction.
- 1.23.7. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 1.23.8. If a court of law convicts a person of an offence as contemplated in section 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.

1.24. Antidumping and countervailing duties and rights

- 1.24.1. When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti- dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the

amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

1.25. Force Majeure

- 1.25.1. Notwithstanding the provisions of GCC Clauses 1.22 and 1.23, the supplier shall not be liable for forfeiture of its performance 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.
- 1.25.2. 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.

1.26. Termination for solvency

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

1.27. Settlement of Disputes

- 1.27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or 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.
- 1.27.2. 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.
- 1.27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 1.27.4. Notwithstanding any reference to mediation and/or court proceedings herein,
 - 1.27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - 1.27.4.2. the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

1.28. Limitation of Liability

- 1.28.1. Except in cases of criminal negligence or willful misconduct, and in the case of Infringement pursuant to Clause 1.6;

- 1.28.1.1. 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
- 1.28.1.2. 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.

1.29. Governing language

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

1.30. Applicable law

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

1.31. Notices

- 1.31.1. 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.
- 1.31.2. 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.

1.32. Taxes and duties

- 1.32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 1.32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 1.32.3. 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.
- 1.32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

1.33. Transfer of contracts

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

1.34. Amendment of contract

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

1.35. Prohibition of restrictive practices

- 1.35.1. 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.
- 1.35.2. 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 investigating and possible impossible of administrative penalties as contemplated in section 59 of the Competition Act No 89 of 1998.
- 1.35.3. 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.



2. SPECIAL TENDER CONDITIONS

SPECIAL TENDER CONDITIONS

This tender is subject to the Supply Chain Management Policy of the Langeberg Municipality. The aim of the policy is to improve job opportunities and to stimulate prosperity in the municipal area. Broad Based Black Economic Empowerment (BBBEE) will receive preferential adjudication.

Tenderers must take note that a tender will be granted on the ground of their performance capacity as well as a preference formula.

For tenderers to qualify for the advantages of the policy, they must thoroughly complete the document. **If the schedules are not thoroughly completed the tender will not be considered.**

Tenderers must take note that in the case of a false statement or submission of false information the tender will be disqualified with immediate effect and a possibility of criminal prosecution.

The complete Supply Chain Management Policy is available for inspection at the Municipal Offices at Ashton and websites (www.langeberg.gov.za).

2.1 TENDER DOCUMENTS

Tender documents are obtainable and must be returned as described in the tender notice. The completed documents of the tender fully priced, extended and totalled, completed in all respects, signed and sealed in an envelope which is to be endorsed **“TENDER-28/2024: SUPPLY AND DELIVERY OF A FULLY EQUIPED FIRE FIGHTING VEHICLE TO LANGEBERG MUNICIPALITY”**,

” must be placed in the tender box at the Municipal Offices, 28 Main Street, Ashton

2.1.1. Tenders submitted by fax, e-mail, telex or telegraphically will not be accepted. Postal Tenders will be accepted for consideration only if they are received in sufficient time to be lodged in the appropriate tender box by the closing time for such tenders. The Langeberg Municipality disclaims any responsibility for seeing that such tenders/ are lodged in the tender box.

2.1.2. Any tender delivered to an address other than the one stipulated in the tender notice will not be accepted. Tenders may not be handed in at other offices of the Langeberg Municipality.

2.1.3. Tenders will be opened in public, shortly after closing time of tenders. The name of the tenderer/bidder and the total tender/bid price will be announced to all tenderers/bidders present at the opening.

2.1.4. Tenders received after the closing date and time shall be declared invalid and will not be considered.

2.2 SOUTH AFRICAN CURRENCY

- 2.2.1 All payments from the Langeberg Municipality will be made in the currency of the Republic of South Africa (Rand). The tenderer/bidder shall specify clearly all matters and conditions regarding payments in the tender/bidder specifications.
- 2.2.2 Tenders shall indicate separately prices excluding value added tax and included value added tax (VAT) in the tender/bid rates and amounts.

2.3 INCOMPLETE TENDERS/BIDS

- 2.3.1 Tenders will be rejected in the event of incomplete offers and irregularities of any nature contained in the tender or in any of the completed tender schedules.

2.4 WITHDRAWAL OF TENDERS/BIDS

- 2.4.1 A tenderer/bidder may, without incurring any liability, withdraw his tender provided written advice to that effect reaches the Langeberg Municipality before the expiry of the time fixed in the tender/bid notice for receiving tenders/.

2.5 CHECKING OF TENDER DOCUMENTS

- 2.5.1 Before submitting a tender the tenderer/bidder shall check the numbering of the pages in the tender/bid documents and if any pages part of the tender/bid document is found to be missing or if any part of the documents is illegible or indistinct, he shall immediately notify the Langeberg Municipality.
- 2.5.2 The Langeberg Municipality will not be liable in any way for any claims arising through neglect of the Tenderer/bidder to comply with these requirements.

2.6 EXPENSES DUE TO PREPARATION AND SUBMISSION OF TENDER DOCUMENTS

- 2.6.1 The Langeberg Municipality shall not be liable for any expenses or losses incurred by the Tenderer/bidder due to visiting the site or municipal area and the preparation and/or submission of the tender/bid documents.

2.7 PERIOD OF VALIDITY

- 2.7.1 Tenders, whether for a part of or for the whole of the project, shall remain valid for a period as specified by the tenderer/bidder, which period shall be that period between the date upon which tenders/bids close up to the date upon which notice is given that the tender/bid has been awarded, but at least a period of **120 days**.

2.8 ACCEPTANCE OR REJECTION OF TENDERS/BIDS

- 2.8.1 The Langeberg Municipality is not compelled to accept the lowest or any tender/bid and reserves the right to accept any tender/bid.

2.9 PREFERENTIAL PROCUREMENT

- 2.9.1 Tenders/bids will be considered in terms of the Preferential Procurement Policy of the Langeberg Municipality.

2.10 REGISTRATION AS SERVICE PROVIDER

- 2.10.1 Only those tenderer/bidders that are registered on the Central Supplier Database as service providers, or are capable of being so prior to the evaluation of submissions, are eligible to submit tenders/bids. The Langeberg Municipality will only enter into a formal contract with a tenderer/bidder that is registered on this Database as service provider.

2.11 JOINT VENTURE AGREEMENTS (IF APPLICABLE)

- 2.11.1 Any Joint Venture Agreement must be submitted with the tender/bid document detailing the split of responsibilities in terms of the tender/bid specifications, i.e. percentage of work to be performed by each partner.
- 2.11.2 All parties to the Joint Venture Agreement must be registered and verified on the Western Cape Supplier Database. Only those that are registered and verified before the closing date of the tender/bid will qualify for preference points.
- 2.11.3 It must be noted that the order will be placed in the name of the BEE Partner as well as all financial administration that follows such an order/s. The Joint Venture Agreement must stipulate the BEE partner selected for this in the event of the Joint Venture been considered successful.

2.12 LOCAL BUSINESS/OFFICE:

- 2.12.1 A local office of a tenderer/bidder shall be deemed to be a physical address inside the demarcated boundaries of the Langeberg Municipality area.

2.13 TEST FOR RESPONSIVENESS

- 2.13.1 No Tender will be considered unless it meets the following responsiveness criteria:
- 2.13.2 The tender must be properly received in a sealed envelope clearly indicating the description of the service and the tender/bid number for which the tender/bid is submitted.
- 2.13.3 The tender must be deposited in the relevant tender box as indicated on the notice of the tender on or before the closing date and time of the bid
- 2.13.4 An Income Tax Number and a Tax verification pin (OTP) must be submitted with the tender/bid on or before the closing date and before the closing time.
- 2.13.5 A latest Municipal service account obtained from the local municipality must be submitted.
- 2.13.6 The official tender document must be fully completed in black ink, all pages must be submitted and should preferably be bound. Where information requested does apply to the bidder and the space is left blank, the tender document will be deemed as non-responsive.
- 2.13.7 If the entity submitting a bid is a Joint Venture or a Consortium or Partnership, each party to that formation must submit all the above information
- 2.13.8 The tenderer/bidder must be in good standing to do business with the public sector in terms of Regulation 38 of the Supply Chain Management Regulations (Government Gazette 27636 of 30 May 2005).
- 2.13.9 The tenderer/bidder must adhere to pricing Instructions
- 2.13.10 The tenderer/bidder must complete and sign all tender forms. Where indicated, forms must be signed and stamped by a Commissioner of Oaths.

- 2.13.11 All mandatory returnable forms and prescribed attachments must be completed and where applicable signed by a Commissioner of Oaths.
- 2.13.12 All tenders' conditions/specifications must be complied with.

2.14 PAYMENT OF INVOICES

- 2.14.1 All payments from the Langeberg Municipality will be made within 30 days of receipt of valid tax invoice for goods and services rendered to the satisfaction of the Municipality,



3. DECLARATION OF “IN THE SERVICE OF THE STATE”

If a spouse, child or parent of the owner, director, manager, shareholder or stakeholder of the entity is in the service of the state, or has been in the service of the state in the previous twelve months, the following information must be completed: (Please indicate if not applicable)

The name of the person in the employment of the state:

.....

The capacity in which that person is in service of the state:

.....

Is that person an owner, director, manager, shareholder or connected to the business: Yes or No? (If yes please specify)

.....

The relationship to the owner, director, manager, shareholder or stakeholder of the entity:

	Spouse	Child	Parent
Owner	☐	☐	☐
Director	☐	☐	☐
Manager	☐	☐	☐
Shareholder	☐	☐	☐

“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.

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

4. MUNICIPAL SERVICE ACCOUNT

4.1 An original latest municipal account must be attached to this page.

- 4.2 It should be noted that the tender cannot be considered/evaluated if any municipal rates and taxes or municipal services charges owed by the bidder or any of its directors to the municipality or municipal entity, or to any other municipality or entity, are in arrears for more than three months,
- 4.3 If the bidder or any of its directors are not responsible for the payment of municipal rates of service charges to the municipality or municipal entity, or to any other municipality or entity, a sworn affidavit to this effect must be attached to this page.



5. PRICING SCHEDULE – FIRM PRICES (MBD 3.1) (PURCHASES)

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

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

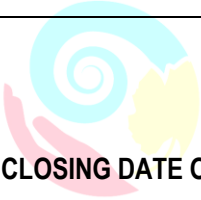
Name of bidder:

Bid number:

Closing Time 12:00

Closing date:

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

The logo features a stylized sun or flower-like shape with a blue spiral center and yellow and pink petals, set against a light blue background.
LANGEBERG
MUNISIPALITEIT MUNICIPALITY MASIPALA

6. DECLARATION OF INTEREST MBD 4

6.1 Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

6.1.1. the bidder is employed by the state; and/or the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

6.2 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

6.2.1 Full Name of bidder or his or her representative:

6.2.2 Identity Number:

6.2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....

6.2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....

6.2.5 Tax Reference Number:

6.2.6 VAT Registration Number:

6.3 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 6.5 below.

¹"State" means –

- a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- b) any municipality or municipal entity;
- c) provincial legislature
- d) national Assembly or the national Council of provinces; or
- e) Parliament.

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

- 6.4 Are you or any person connected with the bidder presently employed by the state? YES / NO
- 6.4.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution:

Any other particulars:

.....
.....

- 6.4.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative
- 6.4.3 work outside employment in the public sector? YES / NO
- 6.4.4 If yes, did you attach proof of such authority to the bid document? YES / NO
- 6.4.5 (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

- 6.4.6 If no, furnish reasons for non-submission of such proof:

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

- 6.4.7 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

- 6.4.8 If so, furnish particulars:

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

- 6.4.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

- 6.4.10 If so, furnish particulars.

.....
.....

YES/NO

.....

.....

.....

YES/NO

.....

.....

.....

[illegible]

6.6 DECLARATION

I, THE UNDERSIGNED (NAME):
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 6.2 and 6.5 ABOVE IS CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 **To be completed by the organ of state**

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) the 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all

unconditional discounts;

- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 Application of preference point system

3.1.1.1 The Municipality will, in the tender documents, stipulate —

- (a) the preference point system applicable; and
- (b) any specific goal as envisaged in section 2(1)(d) and (e) of the Preferential Procurement Act.

3.1.1.2 If it is unclear whether the 80/20 or 90/10 preference point system applies—

- (a) in the case of a tender to generate income or to dispose of or lease assets, the highest acceptable tender; or
- (b) in the case of any other tender, the lowest acceptable tender, must be used to determine the applicable preference point system.

3.1.2 Points for Price: 80/20 preference point system for acquisition of goods or services with Rand value equal to or above R30 000 and up to R50 million

3.1.2.1 The following formula must be used to calculate the points out of 80 for price in respect of a tender with a Rand value equal to or above R30 000 and up to a Rand value of R50 million, inclusive of all applicable taxes:

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

Where-

P_s = Points scored for price of tender under consideration;

P_t = Price of tender under consideration; and

$P_{\min}$ = Price of lowest acceptable tender.

3.1.2.2 A maximum of 20 points may be awarded to a tenderer for the specified goals envisaged in section 2(1)(d) and (e) of the Act.

3.1.2.3 The points scored must be rounded off to the nearest two decimal places.

3.1.2.4 The contract must be awarded to the tenderer scoring the highest points.

3.1.3 . Points for price: 90/10 preference point system for acquisition of goods or services with Rand value above R50 million

3.1.3.1 The following formula must be used to calculate the points out 90 for price in respect of a tender with a Rand value above R50 million, inclusive of all applicable taxes:

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

Where-

P_s = Points scored for price of tender under consideration;

P_t = Price of tender under consideration; and

$P_{\min}$ = Price of lowest acceptable tender.

3.1.3.2 A maximum of 10 points may be awarded to a tenderer for the specified goals envisaged in section 2(1)(d) and (e) of the Act.

3.1.3.3 The points scored must be rounded off to the nearest 2 decimal places.

3.1.3.4 The contract must be awarded to the tenderer scoring the highest points.

3.2. FORMULAR FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

The following formula must be used to calculate the points for price in respect of a tender to generate income or to dispose of or lease assets, with a Rand value equal to, or above R 30 000 and up to a Rand value of R50 million, inclusive of all applicable taxes:

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where-

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmax = Price of highest acceptable tender.

3.2.1 A maximum of 20 points may be awarded to a tenderer for the specified goals envisaged in section 2(1)(d) and (e) of the Act.

3.2.2 The points scored must be rounded off to the nearest 2 decimal places.

3.3.3 The contract must be awarded to the tenderer scoring the highest points.

3.3.4 Points for price: 90/10 preference point system for tenders to generate income or to dispose of or lease assets with Rand value equal to or above R50 million

3.3.5 The following formula must be used to calculate the points for price in respect of a tender to generate income or to dispose of or lease assets, with a Rand value above R50 million, inclusive of all applicable taxes:

$$Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where-

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmax = Price of highest acceptable tender.

3.3.6 A maximum of 10 points may be awarded to a tenderer for the specified goals envisaged in section 2(1)(d) and (e) of the Act.

3.3.7 The points scored must be rounded off to the nearest 2 decimal places.

3.3.8 The contract must be awarded to the tenderer scoring the highest points.

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1 The tendering conditions will stipulate the specific goals, as contemplated in section 2(1)(d)(ii) of the Preferential Procurement Act, be attained.

4.2 A maximum of 20 points (80/20) preference points system) or 10 (90/10) preference points system), will be allocated for specific goals. These goals are:

- (a) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability (BBBEE);
- (b) Promotion of enterprises located in the municipal area

4.3 Regarding par 4.2 (a) 50% of the 20/10 points will be allocated to promote this goal and points will be allocated in terms of the BBBEE scorecard as follows:

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
1	20	10
2	18	9
3	14	8
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0

4.4 A tenderer must submit proof of its BBBEE status level contributor [scorecard].

4.5 A tenderer failing to submit proof of BBBEE status level of contributor –

4.5.1 may only score in terms of the 80/90-point formula for price; and

4.5.2 scores 0 points out of 10/5 BBBEE status level of contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide proof thereof.

4.6 Regarding par 4.2 (b) 50% of the 20/10 points will be allocated to promote this goal. Points will be allocated as follows.

Locality of supplier	Points
Within the boundaries of the municipality	10/5
Outside of the boundaries of the municipality	0

4.7 The policy should not include Pre-qualification goals.

4.8 Any specific goal for which a point may be awarded, must be clearly specified in the invitation to submit a tender.

4.9 A tenderer failing to submit proof of required evidence to claim preferences for other specified goals, which is in line with section 2 (1) (d) (ii) of the Act.

4.9.1 may only score in terms of the 80/90-point formula for price; and

4.9.2 scores 0 points out of 10/5 of the relevant specific goals where the supplier or service provider did not stipulate.

4.10 The preference points scored by a tenderer must be added to the points scored for price.

4.11 The points scored must be rounded off to the nearest two decimal places.

4.12 The contract must be awarded to the tenderer scoring the highest procurement points.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
BBBEE preference points system	05	10		
Promotion of enterprises located in the municipal area	05	10		

5. DECLARATION WITH REGARD TO COMPANY/FIRM

Name of company/firm.....

5.1. Company registration number:

5.2. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

5.3. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

.....

DATE:

.....

ADDRESS:

.....

.....

.....

.....

8 CONTRACT FORM - PURCHASE OF GOODS/WORKS (MBD 7.1)

THIS FORM MUST BE FILLED 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 WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

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

8.2 The following documents shall be deemed to form and be read and construed as part of this agreement:

8.3 Bidding documents, viz

- Invitation to bid;
- Tax clearance certificate;
- Pricing schedule(s);
- Technical Specification(s);
- Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
- Declaration of interest;
- Declaration of bidder's past SCM practices;
- Certificate of Independent Bid Determination;
- Special Conditions of Contract;

8.4 General Conditions of Contract; and

8.5 Other (specify)

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

8.6 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.

8.7 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.

8.8 I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:



9 CONTRACT FORM - PURCHASE OF GOODS/WORKS (MBD 7.1)

PART 2 (TO BE FILLED IN BY THE PURCHASER)

9.1 I, MR DP LUBBE in my capacity as: MUNICIPAL MANAGER,

9.2 accept your bid under reference number TENDER-28/2024 dated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

9.3 An official order indicating delivery instructions is forthcoming.

9.4 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.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION

9.5 I confirm that I am duly authorized to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

10 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

- 10.1 This Municipal Bidding Document must form part of all bids invited.
- 10.2 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.
- 10.3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
- 10.4 abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
- 10.5 been convicted for fraud or corruption during the past five years;
- 10.6 will-fully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- 10.7 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).
- 10.8 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

10.14	If so, furnish particulars:		
10.15	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
10.16	If so, furnish particulars:		
10.17	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
10.18	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

11 CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

- 11.1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 11.2 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).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 11.3 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:
- 11.4 take all reasonable steps to prevent such abuse;
- 11.5 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
- 11.6 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.
- 11.7 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.
- 11.8 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

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

12 CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

- 12.1 I have read and I understand the contents of this Certificate;
- 12.2 I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 12.3 I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 12.4 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;
- 12.5 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:
- has been requested to submit a bid in response to this bid invitation;
 - could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - provides the same goods and services as the bidder and/or is in the same line of business as the bidder
- 12.6 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 12.7 In particular, without limiting the generality of paragraphs 12.6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- prices;
 - geographical area where product or service will be rendered (market allocation)
 - methods, factors or formulas used to calculate prices;
 - the intention or decision to submit or not to submit, a bid;
 - the submission of a bid which does not meet the specifications and conditions of the bid; or bidding with the intention not to win the bid.
- 12.8 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.

- 12.9 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.
- 12.10 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position



.....
Name of Bidder

LANGEBERG
MUNISIPALITEIT MUNICIPALITY MASIPALA

13 CODE OF CONDUCT FOR SUPPLIERS

Langeberg Municipality is strongly committed in observing the highest ethical standards in all its procurement activities. As such, this Code of Conduct for Suppliers has been prepared to provide clear summary of Langeberg Municipality expectation from the suppliers in all procurement dealings, ensuring that internationally recognized procurement ethics are followed. Transparency and accountability should be strictly adhered to in all procurement activities.

Langeberg Municipality procurement ethics focuses on **zero tolerance on corruption, avoiding any form of interest and honest representation of supplier's capabilities.**

Suppliers are strongly urged to familiarize themselves with this Code of Conduct to ensure successful working relations with Langeberg Municipality.

Policy on Corruption and Position on Conflict of Interest

Langeberg Municipality expects all contracted suppliers and companies seeking to sell goods and services to conduct their business in accordance with the highest ethical standards. Suppliers or potential suppliers must strictly comply with all rules and regulations on bribery, corruption and avoid unacceptable business practices. Hence suppliers are expected to observe the following:

- Shall not, directly or indirectly, offer, give or agree or promise to give to any Langeberg Municipality staff any gratuity for the benefit of/or at the direction or request of any Staff or Langeberg Municipality;
- To immediately inform the Langeberg Municipality in the event that any Staff or Langeberg Municipality solicits or obtained or has made an attempt to obtain gratification for himself/herself or for any other persons.
- To immediately declare if any of the Company's staff and/or officers had or have any relative employed with Langeberg Municipality. Failure to make such declaration shall be construed as a conflict of interest and might result in the exclusion of the supplier from present and future procurement activities and/or other legal action as deemed fit by the Organization.

Representation from Suppliers

Langeberg Municipality expects all its suppliers to honestly declare and warrant that:

- It will comply with all rules, regulations and statutory requirements relating to the provision of the products/services to Langeberg Municipality;
- It will not act in concert with other suppliers or agents when participating in a bid;
- It is a duly authorized/certified provider of the supplied products/services and shall not, expressly or impliedly hold itself out to be an agent/representative of a third-party provider of the same products/services;
- It will only supply products that are certified to be of merchantable and satisfactory quality;
- The supplier possesses the necessary capabilities, equipment and suitable place of business to perform its obligations;
- It shall not contract out or subcontract or outsource any portion of the products/services unless prior written consent from Langeberg Municipality has been obtained; and
- It shall maintain the highest standards of integrity and quality of work at all times.

Applicability of the Code of Conduct

This Code of Conduct shall apply to all Suppliers, sub-contractors and to other entities acting behalf of them (approval of Langeberg Municipality).

Monitoring compliance to the Code of Conduct

To facilitate the monitoring of suppliers' compliance with this Code of Conduct, Langeberg Municipality expects suppliers to:

- Develop and maintain all necessary documentation to support compliance with the described standards; such documentation must be accurate and complete;
- Provide Langeberg Municipality representatives with access to relevant records, upon Langeberg Municipality request;
- Allow Langeberg Municipality representatives to conduct interviews with the supplier's employees and with management separately;
- Allow Langeberg Municipality representatives to conduct announced and unannounced site visits of supplier locations; and
- Respond promptly to reasonable inquiries from Langeberg Municipality representatives in relation to the implementation of the Code of Conduct.

Secure Communication Channels

Langeberg Municipality has established a secure communication channel to enable the suppliers to raise their concerns confidentially and responsibly. If the supplier has questions about the Code of Conduct or wishes to report a questionable behaviour or possible violation of the Code of Conduct, the Supplier is encouraged and should contact Langeberg Municipality at:

Municipal Manager

28 Main Road

Ashton

6715

or contact at mm@langeberg.gov.za;

Langeberg Municipality will not tolerate any retribution or retaliation by anyone against a concerned Supplier who has, in good faith, sought out advice or has reported questionable behaviour and/or a possible violation. Langeberg Municipality will take disciplinary action up to and including termination of contract for anyone who threatens or engages in retaliation, retribution or harassment of the concerned individual. Identities and contents of all information or complaints will be rated strictly confidential.

SANCTIONS

Breach of the Code may result in actions being taken against that service providers, in addition to any contractual or legal remedies. The actions applied will depend on the nature and seriousness of the breach and on the degree of commitment shown by the service provider to resolve any issues stemming from the breach.

The range of actions to be imposed include but are not restricted to the following:

- Formal written warnings;
- Required disclosure of nature of breach in terms of the Policy;
- Immediate termination of contract;
- Criminal and/or civil action.

ACKNOWLEDGEMENT AND ACCEPTANCE

This is to certify that I have fully read the Supplier's Code of Conduct attached. Having fully read and understood the completed requirement of this Supplier's Code of Conduct, I hereby commit myself and my company to serve this Code of Conduct and to fully comply with all of its principles. I also certify that I am authorized by my company to sign and accept this document in its behalf.

Supplier: _____

Address: _____

Representative: _____

Signature: _____

Date: _____



14 TECHNICAL SPECIFICATIONS

Supply and Delivery of a Fully Equipped Firefighting Vehicle to the Langeberg Municipality's Fire Service (Heavy Duty Mobile 4 x 4 Firefighting / Rescue Vehicle)

PRICE SCHEDULE				
Item No	Description	Unit of measure	Quantity	Price per unit (excl. VAT)
1	Chassis and Crew Cab	Each	1	
2	Pump	Each	1	
3	Super structure and Standard Tools and equipment including list of equipment in number 4	Each	1	
TOTAL				

4. EQUIPMENT:

Item No	Description	Unit of measure	Quantity	Price per unit (excl. VAT)
4	Optional Equipment			
4.1	1 x 30 m x 65 mm rolled fire hose with fitted 65 mm light alloy instantaneous couplings.	Each	1	
4.2	1 x 30 m x 45 mm rolled fire hose with fitted 65 mm light alloy instantaneous couplings.	Each	1	
4.3	1 x 30m x 38 mm rolled fire hose with fitted 65 mm light alloy instantaneous couplings.	Each	1	
4.4	1 x TFT (Bubble-cup) type turbojet tips with pistol grip & shut off fitted with 65 mm instantaneous couplings or approved equivalent.	Each	1	
4.5	1 off 4 m x 65 mm soft suction fitted with 65 mm instantaneous couplings.	Each	1	
4.6	1 x Standpipe extensions LRT – 600 mm long. (aluminium)	Each	1	
4.7	1 x 65 mm Standpipes fitted with swivel heads. (aluminium)	Each	1	
4.8	1 x Set of hydrant keys with bar. (aluminium)	Each	1	
4.9	1 x Variable foam inductors type 450 or equivalent with 65 mm male and female instantaneous couplings.	Each	1	
4.10	1 x Foam master branch pipes – model no F450 or equivalent	Each	1	

	with 65 mm male instantaneous coupling.			
4.11	1 x 65 mm Shut-off dividing breechings, light alloy.	Each	1	
4.12	1 x 65 mm Collecting breeching, light alloy.	Each	1	
4.13	1 x 9 kg Dry powder fire extinguishers with vehicle steel brackets.	Each	1	
4.14	1 x 6,8 kg CO ² fire extinguisher with vehicle steel brackets.	Each	1	
4.15	1 x 150 m x 11 mm Kernmantle rope in rope bag.	Each	1	
4.16	1 x Ceiling hook with wooden / GRP handle.	Each	1	
4.17	1 x 1 m Crowbar.	Each	1	
4.18	1 x Sledgehammer, 5 kg wedge type.	Each	1	
4.19	1 x 3 Cell type Stream light torches or equivalent	Each	1	
4.20	1 x Shovels.	Each	1	
4.21	1 x Garden Forks	Each	1	
4.22	1 x Hard Brooms	Each	1	
4.23	1 x Tar Rakes	Each	1	
4.24	1 x Halligan Tool	Each	1	
4.25	1 x 125 mm FR to 65 mm Adaptor with blank cap.	Each	1	
4.26	1 x Complete sets Draeger or equivalent positive pressure breathing apparatus sets with 6.8 litre 300 bar composite cylinders fitted with Buddy breathing connections and supplied with distress signal units, plus additional 4 x 6.8 lt 300 bar composite cylinders	Each	1	
4.27	1 x TS420 Carborundum cutter or equivalent	Each	1	
4.28	1 x BR600 Sthill blower or equivalent	Each	1	
4.29	1 x MS351 Sthill chainsaw or equivalent	Each	1	
4.30	1 Lightweight wildfire portable pump, complete with 5m x 50mm suction hose with strainer and foot valve and 65mm outlet.	Each	1	
4.30	1 x High pressure (40 bar) first aid reel turbojet nozzles and	Each	1	

	fitted with quick action coupling for the hose reels.			
4.31	1 x Protek 366F type turbojet with pistol grip & shut off fitted with 65 mm instantaneous couplings or approved equivalent.	Each	1	
4.32	Electro / Hydraulic Spreader tools	Each	1	
4.33	Electro / Hydraulic Cutter tools	Each	1	
4.34	Electro / Hydraulic Combi tools	Each	1	
4.35	Electro / Hydraulic RAM	Each	1	
4.36	Fire Fighting Thermal Imaging Camera	Each	1	
			TOTAL	

Pricing Instructions notes:

- All prices shall be tendered in accordance with the units specified in this schedule.
- The Langeberg Municipality reserves the right to purchase any quantities for any of the items listed under equipment according to the available budget.
- Prices submitted for main items and sub-items must be calculated and completed in the total price in the pricing schedule. Tenderers will be evaluated on the total price,
- **Tenderers must include, the licensing, registration, homologation, number plates costs and all other associated costs in the tender price (main item) as a once off cost. No periodical costs mentioned will be accepted.**

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5. SPECIFICATION(S)

TECHNICAL SPECIFICATION

Item	Specification	Comply Yes/No	Commercial Offer
5.1	Engine		
	Diesel Power - Not less than 280 HP (Horsepower) @ 2300 rpm Torque - -Not less than 1250 Nm (Newton meter torque) @ 1500 rpm Alternator 28 volt and 100 amps		
5.2	Transmission Performance		
	Automatic - Automatic or Automatic Manual Transmission (AMT) (Refer Item 1.7) 4 Wheel Drive - 4 Wheel Drive (selectable) Wheels: - Single Wheel application. Grade ability (Loaded) - 25% Maximum Speed - Not less than 100 km/h (Kilometer per hour) Diff lock - Front and Rear axle		
5.3	Control Position		
	Normal or Forward - Forward Steering - Right hand drive, power assisted Type - Special purpose body (Refer Item 1.11) GVM (Gross vehicle mass) - Not less than 18 000 kg Number of seats -To seat a driver officer and at least four passengers all in the forward facing position. Seating shall be entirely enclosed. Tow Hitch - Required front tow eyes and 1 rear tow eyes required. Tachograph - Not required Electronic on board computer Standard Air-conditioning Standard Factory Manufactured GPS: - Integrated GPS unit.- no freestanding units will be accepted-not to be smaller than 7 inches Colour - Red (Refer Item 3.7.1 to 3.7.5)		
5.4	CHASSIS		
5.4.1	A manufacturers Gross Vehicle Mass of approximately 18 000 kg 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		
5.4.2	The chassis shall be fitted with hooks and eyes, front and rear, directly mounted on each of the longitudinal chassis members		
5.4.3	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		

5.4.4	A wheelbase of approximately 4200 mm is required		
5.4.5	The chassis shall have two axles, selectable front and permanent rear axle drive		
5.4.6	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.		
5.4.7	Front and rear heavy duty double acting telescopic shock-absorbers shall be fitted		
5.4.8	Except at axle casings, a road clearance of approximately 350 mm is required		
5.4.9	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		
5.4.10	The design of the vehicle and the storage of equipment shall be such that the mass is distributed symmetrically about the center 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 (Gross vehicle mass) 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.		
5.4.11	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, Act 93 of 1996		
5.4.12	The axles shall be capable of supporting the distributed GVM (Gross vehicle mass) 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" (see 15.1 – 15.8).		
5.4.13	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.		
5.5	ENGINE		
5.5.1	A diesel engine with a rated nett power (at sea level) of not less than 280 HP (Horsepower) is required. The tenderer must state the specification (eg. 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"		
5.5.2	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		
5.5.3	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		
5.5.4	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.		
5.5.5	When operated at full power output, the diesel engine exhaust emission shall not exceed 65% when measured on a Hartridge smoke metre.		
5.5.6	A dry air cleaner of the Cyclopac type or similar shall be fitted. Only air cleaner elements manufactured in the RSA is acceptable		
1.6	FUEL SYSTEM		

5.6.1	A large fuel tank is required of approximately 200 litres or sufficient 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-syphoning device and shall be of ample size.		
5.6.2	The fuel system shall be fitted with an effective water separator in addition to the normal inline fuel filter.		
5.6.3	The tank shall be so located as to minimize the possibility that any of its contents might enter the drivers or crew's compartments in the event of an accident.		
5.6.4	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.		
5.7	TRANSMISSION		
5.7.1	An automatic transmission, or Automatic Manual Transmission (AMT) 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 P.T.O driven device. (pump)		
5.7.2	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 (Power take off) will only be possible with the transmission in Neutral and the Park Brake on. The PTO (Power take off) fitted shall be continues rated and exceed the torque requirements of the pump. The PTO (Power take off) 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		

5.7.3	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.		
5.8	BRAKES		
5.8.1	Full air operated disc/drum brakes are required. The dimensions and areas of the brake linings are to ensure that the vehicle in its GVM (Gross vehicle mass) condition shall comply with all Traffic Legislation requirements and the minimum figures stipulated by the South African Bureau of Standards		
5.8.2	A dual braking system, with split circuits front and rear, is required. A.B.S is required. Traction control will be an added recommendation.		
5.8.3	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.		
5.8.4	Except where otherwise stated, the brakes and breaking systems shall comply with the requirements of Parts I to VI of SABS SV1051		
5.8.5	A pressure reducing valve shall be fitted to the rear axle to provide optimum braking performance.		
5.8.6	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, if not incorporated as standard		
5.8.7	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.		
5.8.8	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.		
5.8.9	An indication lamp shall be provided on the instrument panel in the cab to indicate when the parking brake is applied		

5.8.10	Provision shall be made for the mechanical release of the parking brake in the event of low air pressure		
5.8.11	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.		
5.9	STEERING		
5.9.1	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.		
5.9.2	Power assisted steering with a steering wheel of approximately 500 mm diameter is required.		
5.9.3	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		
5.9.4	A turning circle of not more than 1700 mm wall to wall is required		
5.9.5	The steering shall preferably have not more than 5 turns lock to lock		
5.9.6	Right hand drive is required		
5.9.7	Angle of approach shall be approximately 25		
5.9.8	Angle of departure shall be approximately 25°.		
5.10	ELECTRICAL		
5.10.1	Note: 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. All electrical connections to be clearly labelled. No direct connections from batteries or cut-ins into electrical circuits will be accepted.		
5.10.2	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		
5.10.3	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		

5.10.4	The system shall be fitted with a battery isolator master switch. The batteries shall rest on corrosion proof trays i.e. plastic or fiberglass.		
5.10.5	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.		
5.10.6	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 color 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.		
5.10.7	Provision shall be made for a regulated 12-volt electrical supply in the crew cab of the vehicle, on the left side, for a two-way radio, 24-to-12-volt step down transformer with minimum 15 amp capacity shall be fitted		
5.10.8	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.		
5.10.9	All wiring shall be carried in tubing clipped to the chassis in an approved manner.		
5.10.10	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.		
5.11	CREW CAB, BODYWORK AND STOWAGE		
5.11.1	The crew cab must be of the original chassis manufacture. It MUST carry the Original Equipment Manufacturers approval and comply with all International Automotive Safety Standards (. Such approval must be attached to the tenderer's documents		

5.11.2	The cab shall be of sufficient size to accommodate the Driver, an Officer and Crew of four (4). It shall be entirely closed. All seating shall be forward facing.		
5.11.3	The cab shall be fitted with four (4) forward opening doors		
5.11.4	There will be at least three entry steps at every door with step illumination		
5.11.5	The crew cab must be flame retardant, shock absorbent, as well as corrosion resistant.		
5.11.6	The cab shall be so designed, and attached to the chassis so as to eliminate to the greatest possible extent the risk of injury to the occupants in the event of an accident. <i>The supplier shall supply a certificate of compliance to Directive ECE-R29/02 concerning with regard to the protection of the occupants of the cab of the vehicle/fire engine pursuant to Regulation number 29. This certificate must also state clearly that the vehicle/cab underwent a crash test as per the European Regulation ECE-R29/02 for the following tests: Front Impact test, Roof strength test and rear wall strength test.</i> 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 center line of the cab. All doors to be fitted with reinforced hinge stop / limiter.		
5.11.7	The following cab internal dimensions will be the minimum excepted: Length 2600mm, Width 2500mm, Floor to Ceiling 1600mm, Seat to Ceiling 1380mm.		
5.11.8	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.		
5.11.9	The driver's seat shall preferably be of a bucket-type and adjustable for height and reach. It shall be air suspended and offer good lumbar support. 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.		
5.11.10	The backrests of the crew seats shall be provided with a quick release bracket suitable for carrying Breathing Apparatus sets. The brackets will be a		

	rubber or plastic construction (no metal) to eliminate damage to composite cylinders when stowed. The brackets shall be fitted with quick release collusion restraint straps to withstand at least 20 G forces. The sides of all Breathing Apparatus brackets shall be upholstered and covered in black / grey heavy duty durable material to provide a comfortable backrest. Three-point safety belts for four (4) crew members shall be fitted in the rear crew compartment. Three-point safety belts shall be provided for the Driver and Officer.		
5.11.11	All 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.		
5.11.12	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.		
5.11.13	Noise level in the cab shall not exceed 80 dba 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.		
5.11.14	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.		
	The following equipment and controls shall be provided in the cab		
5.11.15	Parking brake control with lock and warning light		
5.11.16	Power take off switch		
5.11.17	Battery isolation switch easily accessible to the driver		
5.11.18	Fuse or circuit breaker box		
5.11.19	Fog lamp switch and warning light indicating lights on		
5.11.20	Cab interior lamps and switches		
5.11.21	Master locker light switches and warning lamp		
5.11.22	Windscreen wiper and washer control		
5.11.23	Power take-off engagement warning lamps		
5.11.24	Fuel tank contents gauge		
5.11.25	Engine coolant temperature gauge and lubricant temperature gauge		
5.11.26	Engine oil pressure gauge		
5.11.27	Bar light switch.		
5.11.28	Warning/PA audio system switch		
5.11.29	Air reservoirs pressure gauge		

5.11.30	Air reservoirs low pressure warning buzzer		
5.11.31	Cab heater/demister controls		
5.11.32	Volt Gauge/Volt Meter		
5.11.33	Speedometer and Odometer registering in kilometres per hour and kilometres respectively		
5.11.34	Engine tachometer		
5.11.35	Hour meter for recording of engine running time		
5.11.36	Light mast extended warning tight (LED Lighting)		
5.11.37	Pocket door "open" visual warning light		
5.11.38	Air-conditioner Control		
5.12	STANDARD TOOLS AND ACCESSORIES		
5.12.1	A complete set of tools required for normal routine maintenance of the vehicle shall be included		
5.12.2	A spare wheel complete with radial type shall be supplied loose (it will not be carried on the vehicle).		
5.12.3	One (1) Three Section ladder with the following features: Collapsed Length 4.7m, Extended Length 10.6m, Width 630mm complete with stay poles and swivel non slip feet. Or Two section extension NFPA ladder - 7.3m A hydraulically operated aluminium ladder rack shall be installed on the offside of the apparatus. This shall permit storage of the ladders above the hose bed, allowing for high side compartments and for easy removal of the ladders at ground level. An interlock shall be provided that prevents operation of the ladder rack unless the parking brake is set. With vertical or horizontally hinged doors, interlocks shall be installed to prevent raising or lowering of the rack while the high side compartment doors are open. The centre mount rack shall utilize an air cylinder to lock the rack in the nested position. The ladder rack shall be controlled from the side pump panel area on the same side as the rack. The outward side of the ladder rack, when in the travel position, shall have a white reflective stripe for increased visibility. The hydraulic cylinder's area of the hydraulic ladder rack shall be covered with an aluminium diamond plate door. – to be finished same colour as roller doors		
5.12.4	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.		
5.12.5	One aluminium 4 section folding ladder or equivalent. This ladder shall be suitably mounted on brackets for ease of use		
5.12.6	1 off Pneumatic Telescopic light mast with an extended height of 4.7m. The mast shall be fitted inside the body with a separate compartment for the controls. The mast shall only be able to extend with the vehicle's park brake engaged. A clearly marked red warning light on the driver's dash will indicate when the mast is more than 20mm above the collapsed position		
5.12.7	Four (4) 36-Watt LED Work/Flood lights shall be fitted to the mast and be fully enclosed on the deck with the mast collapsed. The flood lights will switch on and off automatically when mast extends and collapses		
6	PUMP		
6.1	WATER: A rear mounted multi-stage centrifugal pump complying with the following minimum capacities is required: 3000 liter/min at 10 bar and 400 liter/min at 40 bars. Pump to be fitted with an around the pump proportioning / fix mix foam system with a pre-set 0.5% 1% and 3% NOT a foam inductor system.		
6.2	The primer pump shall be capable of lifting water 3000 mm within 8 seconds and 7000 mm within 20 seconds.		
6.3	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.		
6.4	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.		
6.5	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.		
6.6	A connection for filling the tank with water shall be provided with a pneumatic ball valve and non-		

	ferrous filter, with auto shut off when tank is full. The connection shall terminate at the pump panel in a 65 mm male instantaneous coupling.		
6.7	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.		
6.8	A suitable cooling system shall be incorporated to prevent heating of water in the pump, when the nozzles are closed.		
6.9	A suitable priming pump, automatically or manually operated shall be provided.		
6.10	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 controllable deliveries, 2 of which would be used for cafs (Compressed Air Foam System) delivery. These deliveries shall be 65 mm 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.		
6.11	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 65 mm 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 is required.		
6.12	Two reinforced suction hoses, each at least 3000 mm 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.		
6.13	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 30 m (19 mm 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.)		
6.14	All quick action couplings shall be brass. Hose to 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.		
6.15	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.		
6.17	The following gauges, controls, valves and equipment shall be located on or in the vicinity of the panel and those shall be clearly labelled		
6.18	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.		
6.19	Pressure gauges for High and Low Pressure. Large diameter calibrated in bar for main pump and hose reels		
6.20	Integrated pump and management system for: Electronic Pump Speed Control with Emergency Stop. Pump Tachometer. Pump compartment lights and switch. Electronic Tank contents gauge suitably illuminated. Tank to pump valve. Hydrant to tank connection. Hose reel control valves. Engine temperature gauge. Engine oil pressure gauge. Separate Pump Hour meter. PTO (Power take off) Engagement Switch with Indicator Light.		
6.21	Primer control lever		
6.22	Pump inlet and deliveries with shut-off valve.		
6.23	Indirect cooling system control and filters		
6.24	Pump cooling system control.		
6.25	Pump grease nipples.		
7	SUB FRAME:		
7.1	The sub frame shall be manufactured using a high-grade carbon steel "C" profile (galvanized) with a minimum dimension of 120mm x 60mm x 6mm.		

	The sub frame shall have at least four (4) per side 8mm thick carbon steel attachment straps plug welded to the sub frame and bolted to the chassis at least 75% of the length from the rear. All attachment straps shall be bolted to the chassis using existing holes provided by the chassis manufacturer. Only high tensile steel bolts matching the provided hole sizes in the chassis may be used. 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 center of the sub frame. 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. All cross members fitted to the sub frame will be in load bearing positions and full welded to the sub frame. Care shall be taken not to obstruct any part of the chassis or OEM components that may need periodic maintenance. All added equipment eg: pump, tank, drive lines and structures will be attached to the sub frame. The sub frame shall be de-scaled and free from welding splatter and corrosion before applying primer and paint. The tenderer shall in addition to this consult the vehicle manufacturer's guide for body builders		
7.2	The following additional lighting shall be provided: -		
7.2.1	Two cab interior lamps, individually switched providing sufficient illumination for reading.		
7.2.2	Lighting, suitably protected, for all lockers. These light fittings shall be easily accessible for maintenance. This lighting shall be operated from master switches on the instrument panel. A warning light shall be provided to indicate when the lights are switched on.		
7.2.3	On the pump operators panel at the discretion of the operator.		
7.2.4	Water tank contents gauge lamp visible both sides and rear.		
7.2.5	All electrical equipment shall be suppressed to the highest standards.		
7.2.6	Refer section on "Warning Devices" Item 3.5		
7.3	TANK: WATER / FOAM		

7.3.1	A non-metal water tank of approximately 3 000 litres capacity is required, separate foam tank of 250 litres is required. (Tenderer to state type of materials to be used, manufacturing process and tank capacities as well as period of guarantee). A suitable tank drain valve to be fitted.		
7.3.2	All piping and fittings shall be of corrosion resistant type materials		
7.3.3	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 center of gravity. No floating tank designs will be accepted.		
7.3.4	The tank shall be mounted in such a way that it can be easily removed for repairs, without having to remove major body panels.		
7.3.5	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.		
7.3.6	A suitable electronic water 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 (Three Green 100%, 75% and 50%) – (One Amber 25%) – (One Red 0%)		
7.3.7	A suitable electronic foam tank contents gauge shall be installed at the pump operator's panel		
7.4	BODYWORK AND LOCKERS		
7.4.1	Where the bodywork manufacturer is not the chassis manufacturer, the ultimate design of the vehicle shall be approved by the chassis manufacturer		
7.4.2	The design of the vehicle shall be such as to facilitate maintenance and repair and to give as low a center 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		

7.4.3	All structural 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 locker 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 or 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 or panels will be accepted. A full description of materials and application must be submitted with tender in a covering letter. Any variations to this specification will not be accepted		
7.4.4	The firefighting superstructure shall be fitted with seven (7) body compartments and the layout shall be as follows: • One compartment behind the crew cab and in front of rear wheels with full height roller shutter doors, one on either side of the unit. • One smaller compartment above the wheels the rear wheels with full height roller shutter doors, one on either side of the vehicle. • One compartment behind the wheels with full height roller shutter doors, one on either side of the unit. • One compartment at the rear of the unit will house the rear mounted pump. All compartments, except the rear, shall be equipped with at least one adjustable shelve that can hold a load of 45 kg. In addition to this at least two side compartments shall also be fitted with a bottom slide out tray to allow easy access to the equipment. The area over the wheel arch shall be a fold down step for easy access. The interior of each compartment shall be illuminated for night work. Each compartment shall be provided with LED strip illumination. The positioning of the lighting shall ensure maximum light distribution within the compartment and be protected to prevent damage. Users must be able to switch the compartment lights on manually in the cab.		
7.4.5	All compartments shall be dust and weather-proof and shall have flush fitting locks. The compartment		

	must be sealed off from each other. Total locker compartment capacity shall be preferably not less than 6 m3.		
7.4.6	All Roller shutter doors are to be fitted with “open pocket” warning sensor with light mounted on driver’s console		
7.4.7	Roller shutter doors having an efficient means for holding the doors open shall be provided.		
7.4.9	Roller shutter doors shall be fitted with “Bar Lock” mechanism for preventing accidental door opening whilst in motion.		
7.4.11	The roller shutter doors shall be of an aluminium type.		
7.4.12	Suitable provision shall be made for climbing onto the deck and all grab handles, locks and hinges shall be stainless steel. The deck, back step and floor of the crew compartment shall be covered with aluminium chequer tread plate		
7.4.13	Kick plates shall be provided where damage to the paint is likely from climbing into or onto the unit. Special attention should be paid to the mudguard areas. Non slip, Step treads, decking, platforms and kick plates shall be of aluminium chequer plate.		
7.4.14	Cab and body shall be provided with suitable under body protection against rust		
7.5	WARNING DEVICE		
7.5.1	A Slim line LED 1.6m light bar shall be installed on the vehicles roof with the following specifications; 8 led clusters front, 8 led clusters rear, 6 led clusters at corners and a slim line 200 watt.		
7.5.2	A 200 watt Siren/PA system with soft touch control panel and the following features; Control light bar flash patterns and cruise lights, all siren tones (yelp, wail, phaser, air horn) controlled from Siren/PA system and vehicle hooter, separate touch control switches for giz wag and emergency lights, public address volume and dim led lights in light bar for night mode. The control unit shall be centrally mounted on the instrument panel in such a position that it can be reached by the Officer and the Driver		
7.5.3	10 LED panel flashing Lights shall be mounted on the vehicle as follows, 2 Front, 2 rear, and 3 each left and right sides of vehicle. These lights shall be controlled from the Siren/PA system and vehicle hooter.		
7.6	FINISH		

7.6.1	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.		
7.6.2	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. Thinning of paint shall only be allowed for spray application when the manufacturer's instructions, 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,		
7.6.3	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.		
7.7	PAINTING AND BRANDING		
7.7.1	Two coats of primer. One coat of universal primer. Two layers accordance with the Branch identification Colour code. RAL3001of final coating. Final coating colours shall be in		
7.7.2	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 signal red RAL 3001		
7.7.4	All handrails / steps to enter into / onto vehicle to be RAL 1026.		
7.7.5	The vehicle must be supplied with Orange and Lime (diamond grade reflective tape). Chevron on rear of vehicle. Tenders are to contact the council representative with regards to the size and type of decals and branding. BVM to provide two decals per vehicle.		

7.7.6	Smash and grab protective window film having a minimum thickness of 100 microns and a 35% light transmit tend to all side windows of cab.		
7.7.7	Heavy duty seat covers on all seats and back-rests, "Rip stop" – "Cotton Canvas" Driver & Officer seat complete with "Municipal Logo" (Sample can be viewed on request.)		
7.7.8	The lettering 'LANGE BERG MUNICIPALITY' and the 10 digit EMERGENCY NUMBER on the vehicle shall be according to the Chief Fire Officer's specifications.		
7.8	PERFORMANCE AND ACCEPTANCE TESTS		
7.8.1	A road speed, on the level, of 125 km/h (Kilometer per hour) shall be readily obtained with the vehicle fully laden.		
7.8.2	The vehicle, fully laden with a warm running engine shall attain a speed of 65 km/h (Kilometer per hour) from a standing start in a maximum time of 27 seconds.		
7.8.3	The vehicle shall be capable of being driven at a constant speed of 120 km/h (Kilometer per hour) for a distance of 30 km without any portion of the power train or cooling system overheating.		
7.8.4	The vehicle shall be capable of being driven off smoothly from rest up a gradient of 1 in 4		
7.8.5	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.		
7.8.6	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.		
7.8.7	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.		
7.8.8	The pump shall be capable of delivering the guaranteed output of the manufacturer for a 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		
7.8.9	<i>The supplier shall supply a certificate of compliance to Directive ECE-R29/02 concerning with regard to the protection of the occupants of the cab of the vehicle/fire engine pursuant to Regulation number 29. This</i>		

	<i>certificate must also state clearly that the vehicle/cab underwent a crash test as per the European Regulation ECE-R29/02 for the following tests: Front Impact test, Roof strength test and rear wall strength test.</i>		
7.9	Deck Mounted Water / Foam Monitor		
	One (1) Deck mounted, electrically operated telescoping (45.7cm) waterway. Monitor, with variable out-put of 0 - 3800 lpm, jet and fog adjustment (must be compatible for both water and foam application, crossfire and straight bore nozzles). The monitor shall be fitted with a swing away foam tube. The monitor will be able to rotate through 360° horizontally and -50° to +80° vertically. The monitor shall be removable from the deck mounting and supply piping by a no tool quick-release coupling. A separate base mounting with foldable stabilizers will be supplied to afford the monitor to be used as a ground monitor. (full specifications to be submitted with tender)		
7.10	Bull Bar / Tow Eye / Electric Winch		
	Heavy duty large diameter seamless 304 grade "Stainless Steel" round tubing wrap around: "Bull Bar" for additional protection of vehicle frontal area. Tow Eyes or equivalent to be situated both front and rear of vehicle		
4	EQUIPMENT:		
4.1	1 x 30 m x 65 mm rolled fire hose with fitted 65 mm light alloy instantaneous couplings.		
4.2	1 x 30 m x 45 mm rolled fire hose with fitted 65 mm light alloy instantaneous couplings.		
4.3	1 x 30m x 38 mm rolled fire hose with fitted 65 mm light alloy instantaneous couplings.		
4.4	1 x TFT (Bubble-cup) type turbojet tips with pistol grip & shut off fitted with 65 mm instantaneous couplings or approved equivalent.		
4.5	1 off 4 m x 65 mm soft suction fitted with 65 mm instantaneous couplings.		
4.6	1 x Standpipe extensions LRT – 600 mm long. (aluminium)		
4.7	1 x 65 mm Standpipes fitted with swivel heads. (aluminium)		
4.8	1 x Set of hydrant keys with bar. (aluminium)		
4.9	1 x Variable foam inductors type 450 or equivalent with 65 mm male and female instantaneous couplings.		
4.10	1 x Foam master branch pipes – model no F450 or equivalent with 65 mm male instantaneous coupling.		

4.11	1 x 65 mm Shut-off dividing breechings, light alloy.		
4.12	1 x 65 mm Collecting breeching, light alloy.		
4.13	1 x 9 kg Dry powder fire extinguishers with vehicle steel brackets.		
4.14	1 x 6,8 kg CO ² fire extinguisher with vehicle steel brackets.		
4.15	1 x 150 m x 11 mm Kernmantle rope in rope bag.		
4.16	1 x Ceiling hook with wooden / GRP handle.		
4.17	1 x 1 m Crowbar.		
4.18	1 x Sledgehammer, 5 kg wedge type.		
4.19	1 x 3 Cell type Stream light torches or equivalent		
4.20	1 x Shovels.		
4.21	1 x Garden Forks		
4.22	1 x Hard Brooms		
4.23	1 x Tar Rakes		
4.24	1 x Halligan Tool		
4.25	1 x 125 mm FR to 65 mm Adaptor with blank cap.		
4.26	1 x Orange glow cones (min. 500 mm high)		
4.27	1 x Complete sets Draeger or equivalent positive pressure breathing apparatus sets with 6.8 litre 300 bar composite cylinders fitted with Buddy breathing connections and supplied with distress signal units, plus additional 4 x 6.8 lt. 300 bar composite cylinders		
4.28	1 x TS420 Carborundum cutter or equivalent		
4.29	1 x BR600 Sthill blower or equivalent		
4.30	1 x MS351 Sthill chainsaw or equivalent		
4.31	1 Lightweight wildfire portable pump, complete with 5m x 50mm suction hose with strainer and foot valve and 65mm outlet.		
4.32	1 x High pressure (40 bar) first aid reel turbojet nozzles and fitted with quick action coupling for the hose reels.		
4.33	1 x Protek 366F type turbojet with pistol grip & shut off fitted with 65 mm instantaneous couplings or approved equivalent.		
4.34	1 x Straight bore CAFS (Compressed Air Foam System) Nozzles.		
5	<u>Electro / Hydraulic Spreader & Cutter tools</u> 1) The tools shall be portable and of compact size, easy to use. 2) The tool shall be operated either by Li-Ion battery or by cable with power supply 220V/50Hz. 3) The inserted battery shall be protected from the tool housing against external forces. 4) The tool shall be equipped with two LED lights powered by the same battery as for the tool operation. 5) The control of the tool shall be made by star grip control valve with "dead man" control.		

	6) The carry handle shall be ergonomic to enable the operation of the tool in all position without new adjustment of the handle. 7) The protection class shall not be less than IP54 8) The tool shall be able to tolerate an ambient temperature range of -20°C up to + 55°C 9) The tool must be NFPA; & EN13204 certified.		
6	<u>Technical Characteristics of Tools</u>		
6.1	Spreader: 1) The minimum spreading distance should be at least 730 mm 2) The minimum spreading force should be not less than 50 kN 3) The maximum spreading force shall be approximately 650 kN 4) The pulling force shall be approximately 58 kN 5) The “squeeze” force shall be approximately 115 kN 6) The pulling distance should be not less than 568 mm 7) The weight of the tool should not exceed 20 kg.		
6.2	Cutter: 1) The cutting performance of the tool shall be up to a diameter of 35 mm round stock steel 2) The theoretical cutting force shall be approximately 680 kN 3) The blade opening width of approximately 160 mm 4) The weight of the tool should not exceed 18,8 kg without battery		
6.3	Combi Tool: 1) The minimum spreading distance should be at least 368 mm 2) The minimum spreading force should be not less than 38 kN 3) The maximum spreading force shall be up to 1500 kN 4) The cutting performance of the tool shall be up to a diameter of 35 mm round stock steel 5) The cutting force shall be up to 492 kN 6) The pulling force shall be up to 61 kN 7) The pulling distance should be not less than 382 mm 8) The weight of the tool should not exceed 18,8 kg without battery		
6.4	Electro / Hydraulic Telescopic Rescue Ram: Performance and dimensions Extended length shall not be less than: 1340mm Stroke Piston 1 shall not be less than 380mm Pushing Force Piston 1 not less than 120kN Stroke Piston 2 shall not be less than 350mm Pushing force Piston 2 not be less than 50kN Total Stroke on piston not less than 700mm Weight shall not be more than: 22 kg		
6.5	Accessories: 1) Two (2) rechargeable Li-Ion batteries with of at least 5, 0 Ah and nominal voltage of 25,2V 2) One (1) charger 230V/50Hz 3) One (1) set of chain set complete with adapter for pulling operation 4) One (1) power supply 230v/50Hz for the alternate cable operation of the tool		
7	Specifications: Fire Fighting Thermal Imaging Camera A The Thermal Imaging Camera (TIC) unit		

	to be supplied shall meet the following minimum specifications. The unit shall consist of a. Thermal Imaging camera and Battery b. Additional rechargeable battery, d. Battery charger, e. Carry sling f. Instructions and Maintenance Handbook Camera characteristics Weight: The weight of the TIC complete with battery shall not exceed .8 kg Shell material: The shell shall be constructed to IP67 (IEC 60529) standard and shall withstand a functional damage drop test of not less than 2m on concrete. (IEC60068-2-31) Water Resistance: In accordance with IP67 Readiness time: Less than 10 seconds Operating time: Not less than 4 hrs. Display type: High brightness Liquid Crystal Display (LCD) (Colour Display) Display Size: 75mm (3 inches) diagonal Image frequency: 9Hz Temp. Measurement: On screen Low battery indicator: On screen Must meet NFPA 1801 specifications Infrared Detector characteristics Technology: MSX (Multi-spectral dynamic imaging) IR resolution: 160 x 120 pixels Sensitivity (NETD): <100mK@+30°C Field of view: 45° x 35° Focus: auto range Visual camera: Built-in digital camera: 640 x 480 pixels Digital camera FOV: 73° x 61°, adapts to IR lens Image Presentation: 75mm, LCD, 320 x 240 pixel backlit Measurement: Object temp range: -20°C to 150°C 0°C to +500° Power supply Batteries: 2 Recharge time: 2.5 hrs, to 90% of charge		
8	Specifications: Fire Fighting Thermal Imaging Camera B This specification makes provision for a commercially produced Thermal Imaging Camera and its associated hardware and software to be compliant with NFPA 1801-2013: Standard on Thermal Imagers for the Fire Service. The Thermal Imaging Camera system (TIC) delivered to these specifications shall be a standard commercial product that meets the minimum requirements of these specifications. Materials used in construction of the Thermal Imaging Camera system shall be new, unused, and not less than the quality conforming to modern engineering and manufacturing practices. Materials shall be free of defects and suitable for the service intended. The manufacturer shall warrant the Thermal Imaging Camera and all charging systems supplied with the Thermal Imaging Camera system free of defects in material and workmanship, under normal use and service, for a period of not less than one year (12 months) effective upon delivery. Outer Housing / Physical Configuration / Durability The Thermal		

Imaging Camera infrared imaging technology shall be specifically designed for firefighting and rescue purposes. The Thermal Imaging Camera shall be ergonomically designed for handheld use and the outer shell or housing must be manufactured from heat resistant thermoplastic. The Thermal Imaging Camera must be able to withstand a drop test of not less than 2 meters after which it will remain operational. Furthermore, the Thermal Imaging Camera shall be water resistant to IP67, and be fully operating up to +85°C(+185°F). The Thermal Imaging Camera shall be equipped with a Germanium Window protecting the optical lens. The Thermal Imaging Camera shall have the ability to comply with the requirements as specified in Section 8, Heat and Flame Test, NFPA 1801-2013. The Thermal Imaging Camera, including the battery shall not weigh more than 1.75 kg The Thermal Imaging Camera size shall not exceed (L×W×H) 120×125×280mm Operation and Features The Thermal Imaging Camera shall be easy to operate by a firefighter with a gloved hand. The operating buttons shall be so positioned and large enough for a firefighter to operate the Thermal Imaging Camera with a gloved hand. The Thermal Imaging Camera shall be fitted with on board/build-in video and still image capabilities of which the footage shall be down loadable via USB-mini cable to a PC. The Thermal Imaging Camera shall be fitted with a neck strap and a retractable lanyard strap system that is field replaceable, shall be adjustable and interchangeable with each other. The Thermal Imaging Camera shall be fitted with an overheating indicator that provides a visual warning to the user that the Thermal Imaging Camera is about to shut down due to internal overheating. The Thermal Imaging Camera shall have a start-up time (IR Image) of not more than 20 seconds and if the camera has a sleep mode it shall have a start-up time of not more than 5 seconds from sleep mode. Imaging and Optical data The Thermal Imaging Camera shall comply with the following minimum specifications:

Display screen	At least 3.5" LCD, 320 x 240 pixels
IR Resolution	320 x 240 pixels
Image Frequency	At least 60Hz
Field of view °	Not less than 51° x 38°

Depth of field	Not more than 1.0 m to infinity
Spectral Range	Not less than 7.5 - 13 μ m
Zoom	2x, digital zoom
Image storage	Up to 150 JPEG images on internal Flash Memory
Video Storage	Up to 150 files with a maximum of 5 minutes per video clip
Object temperature range	-20°C to +150°C 0°C to +650°C

Screen / Monitor Capabilities: The Thermal Imaging Camera shall have a LED-indicator system to maximize ease-of-use. The following shall be the minimum to be displayed on the screen: - Temperature scale

- Battery condition indicator
- Overheating indicator -Spot-meter temperature
- Power System

The Thermal Imaging Camera shall be provided with a minimum of two (2) rechargeable Lithium-Ion batteries inclusive of at least a two bay charger.

Each battery shall be providing a minimum of three (3) hours of continuous use with all standard functions and features.

The battery charger must have the capacity to recharge the batteries to capacity within a period not exceeding 4 hours.

The battery must be capable of being loaded into the housing only one way and must be easily inserted and removed by a person wearing standard firefighting gloves.

Packaging and Content

The Thermal Imaging Camera shall be packaged and shipped in a hard-shell transport case. The hard-shell transport case shall include the following:

Thermal Imaging Camera
Two rechargeable batteries
Two bay battery chargers with AC and DC adapters and Power supply USB cable Lanyard strap /Neck strap

	Retractable lanyard Complete user instructions and warranty information.		
9	Special Note:NB!!		
9.1	The tenderer shall have access to fully equipped facilities within 200km from the geographical boundaries of the Langeberg Municipality which is OEM approved for the maintenance, repair, testing and major overhauls of the vehicle offered. Tenderers must provide a letter from the OEM or a copy of the Service Level Agreement (SLA) ensuring that the facilities offered are OEM approved for the maintenance, repair, testing and major overhauls of the vehicle offered while under warranty. The location of the proposed service facility and a contact name shall be supplied.		
9.2	Tenderers must ensure that their recommended body builder for this contract is registered in terms of the National Road Traffic Act of 1996 as Builders of Motor vehicles or Manufacturers of vehicles. Documentary proof of this must be provided.		
9.3	Tenderers must ensure that their recommended body builder has facilities within 200km of the geographical boundaries of the Langeberg Municipality for the repair and maintenance of the body and/ or equipment offered. The tenderer must supply a copy of their Service level Agreement with their recommended body builder indicating that they will be responsible for the repair and maintenance of the equipment fitted to the vehicle while under warranty.		
9.4	The tenderer shall guarantee the availability of a full range of spare parts, ex stock, within 200km of the geographical boundaries of the Langeberg Municipality at all reasonable hours. Tenderers shall state the availability of spare parts and where these are held in the information schedule. Any limitation to these requirements shall be explained in a covering letter		
9.5	The chassis cab and drive train must be fully guaranteed for at least 2 years or 100 000 km, and at least three years against anybody rust or paint defects, (fair wear and tear is excluded).		
9.6	Tenderers are to accept full responsibility for the complete vehicle and must under-write any guarantees offered by their sub-contractors.		

9.7	Tenderers shall submit full details of their guaranteed commitments indicating in all respects the extent thereof in the English language.		
9.8	The guarantee period shall commence from the official date of delivery to the Langeberg Municipality		
9.9	Vehicle to be Homologated as a Fire Fighting Vehicle and registered/licensed as same.		
9.11	The vehicle selected in this tender, will be the vehicle that meets the requirements of the Langeberg Municipality.		
9.12	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. (DOCUMENTS TO BE SUBMITTED WITH TENDER SUBMISSION).		
9.13	The Tenderer must provide proof of previous experience in manufacturing of a firefighting vehicle or similar vehicles within the last ten (10) years, which could be viewed if necessary.		
9.13	Tenderers are to note that the chassis, pumps, superstructure components are delivered and assembled within 200km of the geographical boundaries of the Langeberg Municipality. Inspections will be done on a regular basis and prior to the authorization of part payment and for the execution of the work described in the Specification, e.g. chassis payment, pump/superstructure and pre-delivery		

15 CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I/We the undersigned is/are duly authorised to do so on behalf of the firm certify that:

1. The information supplied is correct.
2. All copies of relevant information are attached.
3. The BBBEE points claimed are correct and based on owners/shareholders who are actively involved in the day to day management of the enterprise
4. I take note that payment will be effected 30 days after delivery was effected if delivered with an original invoice.
5. If I am classified as a dependant service provider/labour broker as stated in the fourth schedule of the Income Tax act I hereby authorise the LM to deduct PAYE and supply me with a yearly IRP 30 (only if no valid Labour Broker Certificate can be supplied).
6. None of the owners, directors, managers, shareholders or stakeholders of this entity is in the service of the state, or has been in the service of the state in the previous twelve months.
7. In case of a dispute the wording of the original approved Bid Specification Committee Document would prevail.



Signature of authorised person

Date

LANGEBERG
MUNISIPALITEIT MUNICIPALITY MASIPALA

Personal information in block letters

Name

Surname

Telephone
No

Capacity

ON BEHALF OF THE (SUPPLIER'S
NAME)

Signed and sworn to before me at on this the
day of

By the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, that 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