

TENDER DOCUMENT

TENDER NO: SBM 02/22/23

DESCRIPTION: SUPPLY AND DELIVERY OF NEW VEHICLES AND PLANT

CLOSING DATE: 16 SEPTEMBER 2022

CLOSING TIME: 12h00

BID DOCUMENTS MAY BE POSTED TO:

Private Bag X12
VREDENBURG
7380

A tender posted (at sender's risk) to THE MUNICIPAL MANAGER, SALDANHA BAY MUNICIPALITY, PRIVATE BAG X12, VREDENBURG, 7380 in good time so as to reach the Municipal Manager before the above-mentioned closing date, may be accepted on condition that it is placed in the TENDER box before the closing time, it being understood that the Council disclaims any responsibility for seeing that such tenders are in fact lodged in the tender box.

OR

DEPOSITED IN THE TENDER BOX SITUATED AT (STREET ADDRESS)

Finance Department
Buller/Investment Centre
15 Main Road
VREDENBURG

NB: TENDERS must be properly received and deposited in the above-mentioned tender box on or before the closing date and before the closing time. No late tender offers will be accepted under any circumstances. Tender offers must be submitted in a sealed envelope properly marked in terms of the tender number and tender description as indicated above. If the tender offer is too large to fit into the above-mentioned box, please enquire at the public counter opposite the tender boxes for assistance. No tender offers will be accepted via facsimile, email or electronic copies.

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INFORMATION OF TENDERER (IT IS COMPULSORY TO COMPLETE ALL LINE ITEMS)	
NAME OF TENDERER <u>(THE COMPANY)</u>
STREET ADDRESS
POSTAL ADDRESS + POST CODE
TEL NO
E – MAIL FOR CORRESPONDENCE
CSD DATABASE REG NO	MAAA.....

COMPULSORY COMPLIANCE REQUIREMENTS REGARDING THE TENDER DOCUMENT

<u>It is compulsory to confirm "yes or no" on all line items</u>	<u>Comply Yes/NO</u>
The original document <u>and price schedule</u> included must be submitted or, if documents are printed from the e-tender website, the original, printed document must be submitted, clearly reflecting all handwriting and signatures in black ink. Documents where the writing, signatures and water mark is unclear and/or copied will render the tender non- responsive.	
It is compulsory to complete the document in black ink. Information may not be typed on the document	
Print the tender document with a quality printer. If the wording is unclear, the document will be discarded.	
Printed documents must be <u>bounded securely</u> according to page numbers to prevent pages getting lost.	
All Annexures with compulsory attachments must be bound to the back of the document. Failure to submit the complete tender document, Complete Pricing schedule, supporting documents and specifications will render the tender non- responsive.	
No alterations of the document will be accepted. Any alterations will disqualify the tender	
If possible, Print the <u>Tender document</u> on <u>both sides</u> to save paper and for standardisation.	
THIS TENDER DOCUMENT CONSISTS OF 119 PAGES. Ensure that the entire document, including all pages are submitted. Missing pages will render the tender non-responsive.	

It is compulsory to comply and sign below if the tenderer agrees to the requirements above

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER

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ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Supply Chain Management
Contact Person: Abri Adonis
Tel: 022 701 6922
e-mail: abri.adonis@sbm.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION / SPECIFICATIONS MAY BE DIRECTED TO:

Contact Person: Gert Beneke
Tel: 022 701 6942
e-mail: gert.beneke@sbm.gov.za

CHECKLIST

Please ensure that you have included all the documents listed below and submit it with your tender document as well as ensure that you adhere to the listed requirements. This will ensure that your tender is not deemed to be non-responsive and disqualified

PLEASE TICK BOX ☒

- ☐ Current, Valid Tax Clearance Certificate
- ☐ Identity Documents of all those with equity ownership in the organization. In the case of a company please include only those ID documents of the Directors with equity ownership.
- ☐ Company registration forms
- ☐ Certified copy of bidders and director's municipal accounts or valid lease agreements
- ☐ Registration with professional body (If applicable)
- ☐ All relevant sections complete and signed, and all pages of tender document initialed by authorized signatory
- ☐ Proof attached that signatory is duly authorized to enter into contractual agreement with Saldanha Bay Municipality on behalf of the organization
- ☐ Valid B-BBEE Certificate. (Original or originally certified copy)
- ☐ Proof of accredited agency
- ☐ **THREE YEAR FINANCIAL STATEMENTS**

DECLARATION

I declare that all relevant documentations have been included with the bid document and all the tender conditions have been adhered to.

.....
 Name

.....
 Signature

.....
 Date

.....
 Capacity

.....
 Name of Firm

Initial_____

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SECTION 1.1 ADVERTISEMENT

MUNISIPALITEIT SALDANHABAAI TENDER: SBM 02/22/23

VERSKAFFING EN AFLEWERING VAN NUWE VOERTUIG EN WERKTUIG VIR SALDANHABAAI MUNISIPALITEIT.

Tender dokumente is beskikbaar vir aflaai op die e-Tender publikasie webtuiste www.etenders.gov.za of kan alternatiewelik opgetel word by Mnr. C de Bruyn, Hoofstraat 15, Buller/Beleggingsentrum, Vredenburg vanaf **15 Augustus 2022**.

Indien tenders opgetel word, moet 'n nie-terugbetaalbare tender deposito van R172.50 betaal word aan Saldanhabaai Munisipaliteit. 'n Bewys van betaling of bank-gewaarborgde tjek moet aangebied word vir die verkryging van tender dokumente.

Navrae kan gerig word aan Mnr. G. Beneke by 022 701 6942.

Tenders moet in die tenderbus by die Buller/Beleggingsentrum, Hoofstraat 15, Vredenburg ingedien word voor **Vrydag, 12:00 op 16 September 2022** en moet in 'n geseëde koevert wees waarop daar aan die buitekant duidelik gemerk is die bovermelde tender nommer en beskrywing.

Na die sluitingsuur sal die tenders in die publiek oopgemaak word.

Enige of die laagste tender sal nie noodwendig aanvaar word nie.

Die 80/20 voorkeur-puntestelsel soos vervat in die Voorkeur Verkrygingsregulasies Nr. R32 van 20 Januarie 2017 (B-BBEE) sal in die beoordeling van hierdie tender gebruik word.

'n Geldige inkomstebelasting uitklaringsertifikaat, soos uitgereik deur die Suid-Afrikaanse Inkomstediens, moet met die tender dokument ingehandig word, en die tenderaar moet voldoen aan die belastingvoorwaardes op die Sentrale Verskaffers Databasis (CSD).

Mnr. H.F. Mettler
MUNISIPALE BESTUURDER
Munisipaliteit Saldanhabaai
Privaatsak X 12
Vredenburg
7380

SALDANHA BAY MUNICIPALITY TENDER: SBM 02/22/23

SUPPLY AND DELIVERY OF NEW VEHICLES AND PLANT FOR SALDANHA BAY MUNICIPALITY.

Tender documents can be downloaded from the eTender publication portal at www.etenders.gov.za or alternatively can be collected from Mr. C de Bruyn, 15 Main Road, Buller/Investment Centre, Vredenburg from **15 August 2022**.

If tenders are collected, a non-refundable tender deposit of R 172.50 is payable to Saldanha Bay Municipality. A proof of deposit or bank guaranteed cheque is required for the collection of tender documents.

Enquiries can be directed to Mr. G. Beneke on 022 701 6942.

Tenders must be placed in the tender box at the Buller/Investment Centre, 15 Main Road, Vredenburg, before **Friday, 12:00 on 16 September 2022**, in a sealed envelope upon the outside whereon is clearly marked the above-mentioned tender number and description.

The tenders shall be opened in public after the closing hour.

Any or the lowest tender will not necessarily be accepted.

The 80/20 preference point system as contained in the Preferential Procurement Regulations No. R32 of 20 January 2017 (B-BBEE) will be used in the adjudication of this tender.

A valid tax clearance certificate, from the South African Revenue Services, must be supplied with the tender document, and the tenderer must be tax-compliant on the Central Supplier Database (CSD).

Mr. H.F. Mettler
MUNICIPAL MANAGER
Saldanha Bay Municipality
Private Bag X 12
VREDENBURG
7380

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SECTION 1.2

TENDER CONDITIONS AND INFORMATION

1.2.1 General and Special Conditions of Contract

The General Conditions of Contract (GCC) as well as Special Conditions of Contract (SCC) forming part of this set of tender documents will be applicable to this tender in addition to the conditions of tender. Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail.

1.2.2 Acceptance or Rejection of a Tender

The Municipality reserves the right to withdraw any invitation to tender and/or to readvertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest tender or the tender scoring the highest points.

1.2.3 Validity Period

Bids shall remain valid and binding for a minimum of 90 days after the tender closure date and the validity extend automatically till the contract is signed if validity goes beyond the number of days indicated. The reason for this is to ensure that the tender is valid till appeals were considered, if received.

1.2.4 Cost of Tender Documents

Tender documents can be downloaded from the eTender publication portal at www.etenders.gov.za or alternatively can be collected at a non-refundable tender deposit rate payable to Saldanha Bay Municipality. Payment for tender documents must be made by a crossed cheque, cash or payment into SBM Municipality bank account payable to the SBM Municipality. These costs are non-refundable. No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically.

1.2.5 Registration on Accredited Supplier Database

It is expected of all prospective service providers who are not yet registered on the Central Supplier Database, to register online. In the event that a tenderer is not yet registered, it is requested that the online registration proceeds with the Central Supplier Database. The Municipality reserves the right not to award tenders to prospective suppliers who are not registered on the Central Supplier Database.

1.2.6 Completion of Tender Documents

(a) The original tender document must be completed fully in black ink and signed by the authorised signatory to validate the tender. All the pages must be initialled by the authorised signatory and returned. Copies will not be accepted. Failure to do so will result in the disqualification of the tender.

(b) Tender documents may not be altered or retyped.

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(c) The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.

(d) No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically. Any ambiguity has to be cleared with the contact person for the tender before the tender closure.

(e) Tenders must be completed in indelible ink and NO CORRECTION FLUID may be used in the Tender Document. If corrections must be made, a line must be drawn through the correction and it must be initialed.

(f) The bidder must verify regularly on E-tender and our website whether there are any addendums before submission and addendums must be submitted with the tender document.

1.2.7 Compulsory Documentation

1.2.7.1 Income Tax Clearance Certificate

(a) A valid Income Tax Clearance Certificate must accompany the bid documents unless the bidder is registered on the Accredited Supplier Database of the Municipality and the Municipality has a valid Income Tax Clearance Certificate for the bidder on record. If the South African Revenue Services (SARS) cannot provide a valid Income Tax Clearance Certificate, the bidder must submit a letter from SARS on an original SARS letterhead that their tax matters are in order.

1.2.7.2 Construction Industry Development Board (CIDB)

When applicable, a certified copy of the bidder's registration and grading certificate with the CIDB must be included with the tender. Failure to do so will result in the disqualification of the tender.

1.2.7.3 Municipal Rates, Taxes and Charges

(a) A certified copy of the bidder's municipal account for the month preceding the tender closure date must accompany the tender documents.

(b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be disqualified.

1.2.8 Authorized Signatory

(a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorizing the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.

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(b) A bid shall be eligible for consideration only if it bears the signature (original in black ink) of the bidder or person duly and lawfully authorized to sign it for and on behalf of the bidder.

1.2.9 Site / Information Meetings

Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings.

1.2.10 Samples

Samples, if requested, are to be provided to the Municipality with the tender document and are not returnable.

1.2.11 Quantities of Specific Items

If tenders are called for a specific number of items, Council reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second placed bidder. The process will be continued to the Municipality's satisfaction.

1.2.12 Submission of Tender

(a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and be **placed in the tender box on the Ground floor at the Buller/Investment Centre, 15 Main Road, Vredenburg by not later than 12:00 on requested date.**

(b) Faxed, e-mailed and late tenders will not be accepted. Tenders may be delivered by hand, by courier, or posted **at the bidder's risk** and must be received by the deadline specified above and be placed in the tender box, irrespective of how they are sent or delivered.

1.2.13 Expenses Incurred in Preparation of Tender

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the tender.

1.2.14 Contact with Municipality after Tender Closure Date

Bidders shall not contact the SBM Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the SBM Municipality, it should do so in writing to the SBM Municipality. Any effort by the firm to influence the SBM Municipality in the bid evaluation, bid comparison or contract award decisions will result in the rejection of the bid.

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1.2.15 Opening, Recording and Publications of Tenders Received

(a) Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out loud.

(b) Details of tenders received in time will be published on the Municipality's website as well as recorded in a register which is open to public inspection.

1.2.16 Evaluation of Tenders

Tenders will be evaluated in terms of their responsiveness to the tender specifications and requirements as well as such additional criteria as set out in this set of tender documents.

1.2.17 Supply Chain Management Policy and Regulations

Bids will be awarded in accordance with the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 as well as the Municipality's Supply Chain Management Policy.

1.2.18 Contract

The successful bidder will be expected to sign the agreement of this bid document **within 7 (seven) days** of the date of notification by the Saldanha Bay Municipality that his/her bid has been accepted. The signing of the relevant sections of this bid document signifies the conclusion of the contract. The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.

1.2.19 Language of Contract

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

1.2.20 Stamp and Other Duties

The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions.

1.2.21 Wrong Information Furnished

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.

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1.2.22 Enquiries

Enquiries in connection with these tender specifications, prior to the tender closure date, may be addressed to Mr. G. Beneke, 022-701 6942. Enquiries regarding the Tender Process and Supply Chain Management related aspects may be addressed to Mr. A Adonis, Tel no: 022 701 6922 or e-mail abri.adonis@sbm.gov.za.

1.2.23 Submission of Invoices:

The successful bidder(s) to ensure compliance with Section 20(4) of the Value Added Tax (VAT) Act, 89 of 1991.

In terms of Section 20(4) of the Act, the TAX INVOICE(S) received from registered Vat vendors MUST bear the following information:

- The words "TAX INVOICE" in a prominent place;
- Name, address and VAT registration number of the supplier;
- The name and address: Saldanha Bay Municipality, Private Bag X12, Vredenburg, 7380;
- The Saldanha Bay Municipality VAT registration number: 41001113150;
- Unique VAT invoice number and date of issue;
- Accurate description of goods and/or services;
- Quantity or volume of goods or services supplied; and
- Price and VAT amount and percentage (%).

Failure to comply with abovementioned will result in payments not been made timeously.

Also take note that Saldanha Bay Municipality will not be liable for any late payments as a result of invalid Tax Invoice submitted by suppliers

I hereby declare compliance with Section 20(4) of the Value Added Tax (VAT) Act, 89 of 1991 and that I am duly authorised to sign on behalf of the company

PRINT NAME

SIGNATURE

DATE

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SECTION 1.3**GENERAL CONDITIONS OF CONTRACT****1. Definitions**

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 "Fraudulent practice" means a misrepresentation of facts in order to

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influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

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3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

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- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

Initial_____

- (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
 - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) In the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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16. Payment

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

17. Prices

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

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

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- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

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- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

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24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

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- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

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

SECTION 2.1**MBD 1****INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SALDANHABAY MUNICIPALITY

BID NUMBER: **SBM 02/22/23** CLOSING DATE: **16 September 2022** CLOSING TIME: **12H00**

DESCRIPTION: **SUPPLY AND DELIVERY OF NEW VEHICLES AND PLANT FOR THE SALDANHA BAY MUNICIPALITY**

The successful bidder will be required to fill in and sign a written Contract (MBD 7)

BID DOCUMENTS MAY BE POSTED TO:

The Municipal Manager
Saldanha Bay Municipality
Private Bag X12
VREDENBURG
7380

OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

The Finance Department
Buller/Investment Centre
Ground Floor
15 Main Road
VREDENBURG
7380



Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER

POSTAL ADDRESS.....

.....

STREET ADDRESS

Initial_____

TELEPHONE NUMBER: CODE.....NUMBER.....

CELLPHONE NUMBER.....

FACSIMILE NUMBER

.....

E-MAIL ADDRESS

.....

VAT REGISTRATION NUMBER

.....

HAS A VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (MBD 2)

YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1)

YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA).....☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR.....☐

A REGISTERED AUDITOR☐
[TICK APPLICABLE BOX]

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED? YES or NO

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER

DATE.....

CAPACITY UNDER WHICH THIS BID IS SIGNED

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION / SPECIFICATIONS MAY BE DIRECTED TO:

Contact Person: Mr. G. Beneke

Tel: 022 701 6942

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SECTION 2.2**MBD 2****TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

1. In order to meet this requirement bidders are required to make application for a Tax Clearance Certificate" from any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
4. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
5. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

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SECTION 3.1**MBD 4****DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorized representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars.

¹MSCM Regulations: "in the service of the state" means to be –

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

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

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3.9 Have you been in the service of the state for the past twelve months?..... **YES / NO**

3.9.1 If yes, furnish particulars

.....
.....

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

3.11.1 If yes, furnish particulars

.....
.....

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

3.11.2 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

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

3.13.1 If yes, furnish particulars.

.....
.....

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

3.14.1 If yes, furnish particulars:

.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder (The Company)

Initial_____

Section 3.2

MBD 5

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

- | | | |
|---|--|-----------|
| 1 | Are you by law required to prepare annual financial statements for auditing? | *YES / NO |
|---|--|-----------|

- 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

- 2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

- 2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

- 2.2 If yes, provide particulars.

.....

.....

.....

.....

* Delete if not applicable

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3

Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

*YES / NO

3.1

If yes, furnish particulars

.....

.....

4.

Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

*YES / NOYES / NO

4.1

If yes, furnish particulars

.....

.....

THIS DECLARATION FORM IS CORRECT.

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

.....

Signature

.....

Date

.....

Position

Name of Bidder (The company)

Initial_____

SECTION 3.3

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contribution.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

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2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

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- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

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

4. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- P_{\min} = Comparative price of lowest acceptable bid

Initial_____

POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 4.2 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations 2017, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

- 4.3 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 4.4 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.5 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 4.6 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.7 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.8 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.9 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

Initial_____

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

7. SUB-CONTRACTING

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

(Tick applicable box)

YES		NO	
-----	--	----	--

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

YES		NO	
-----	--	----	--

8. DECLARATION WITH REGARD TO COMPANY/FIRM

- 8.1 Name of company/firm:.....

- 8.2 VAT registration number:.....

- 8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
☐ One person business/sole propriety
☐ Close corporation
☐ Company
☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

Initial_____

8.7 MUNICIPAL INFORMATION**Municipality where business is situated:****Registered Account Number:****Stand Number:**.....

8.8 Total number of years the company/firm has been in business:.....

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

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

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDER(S)**DATE:****ADDRESS**

.....

Initial_____

SECTION 3.4

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

Initial_____

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM 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 Tenderer (Company)

Initial_____

DECLARATION OF MUNICIPAL ACCOUNTS OF COMPANY AND DIRECTORS

Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
--	---------------------------------	--------------------------------

The Tenderer must affix proof of Municipal Accounts or valid lease agreements of the company as well as Directors and also complete the addresses of Directors below. If the Bidder has more than 12 Directors, a schedule with addresses must also be attached to the tender document.

Director 1 Address:Mr. / Mrs _____

Director 2 Address:Mr. / Mrs _____

Director 3 Address:Mr. / Mrs _____

Director 4 Address:Mr. / Mrs _____

Director 5 Address:Mr. / Mrs _____

Director 6 Address:Mr. / Mrs _____

Director 7 Address:Mr. / Mrs _____

Director 8 Address:Mr. / Mrs _____

Director 9 Address:Mr. / Mrs _____

Director 10 Address:Mr. / Mrs _____

Director 11 Address:Mr. / Mrs _____

Director 12 Address:Mr. / Mrs _____

Initial _____

SECTION 3.5**MBD 9****CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. Take all reasonable steps to prevent such abuse;
 - b. Reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. Cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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.

Initial_____

MBD 9**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

Initial _____

MBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

Initial_____

MBD 9

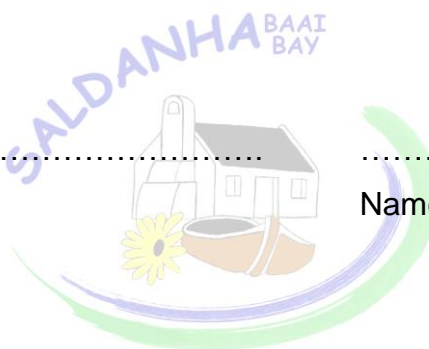
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms 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 (Company)



Initial_____

SECTION 3.6

Central Supplier Database (CSD)

CENTRAL SUPPLIER DATABASE

Paragraph 14(1)(a) of the Municipal Supply Chain Management Policy states that the municipality must keep a list of accredited prospective providers of goods and services that must be used for the procurement requirements. Saldanha Bay Municipality has decided to accept an invitation from Provincial Treasury to join the Western Cape Supplier Database (WCSD) with the view of using one centralized database. However, on 01 July the Municipality will make use of the Centralised Supplier Database. This decision was taken based on the advantages it holds for our suppliers as well as our organization's procurement processes. All prospective providers of municipal goods and/or services are hereby requested to register their business with the CSD.

The usage of the Centralised Supplier Database came into effect on 01 July 2016. REGISTRATION WILL BE COMPULSORY IN ORDER TO CONDUCT BUSINESS WITH SALDANHA BAY MUNICIPALITY. The database will be used to verify the accreditation of a supplier before an award can be made.

All prospective suppliers should be aware of the amended codes of good practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act as issued by the Minister of Trade and Industry (Gazette No.36928) on 11 October 2013.

Enquiries can be made to Mr. S. Macetyana or Mr. A. Adonis at 022-701 6824.

CSD registration number (if registered): MAAA

Initial_____

SECTION 4.1**SPECIAL CONDITIONS OF CONTRACT**

1. The GCC, clause 15, states a guarantee period of 12 months. This clause is superseded by the guarantee period as requested in the Specification Schedule of each individual Item.
2. The tender will be awarded per item. It is compulsory that all subitems should be completed in full and comply to the minimum specifications to be found responsive for the specific item.
3. The Municipality reserves the right to purchase any quantity per item, including none and including additional items.
4. It is compulsory for the tenderer to be an accredited agent / dealer of the manufacturer and to submit proof thereof.
5. Par 1.2.6(e) supersedes Par 1.25 of the GCC relating to tender documents must be completed in handwriting.



Initial_____

TENDER: ITEM SUMMARY

DESCRIPTION

SUPPLY AND DELIVERY OF NEW VEHICLES AND PLANT

PART A: NEW LIGHT VEHICLES

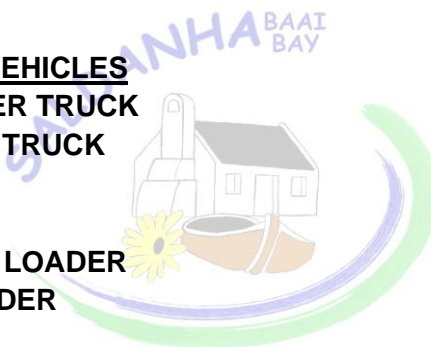
- ITEM 1: 0.5 TON LDV
- ITEM 2: 0.5 TON LDV (LAW ENFORCEMENT)
- ITEM 3: TRAFFIC VEHICLES MINIMUM 90KW
- ITEM 4: TRAFFIC PATROL VEHICLES MINIMUM 50KW
- ITEM 5: SMALL CAR
- ITEM 6: 1.3 TON DOUBLE CAB LDV
- ITEM 7: 1.3 TON SINGLE CAB LDV TIPPER
- ITEM 8: LDV FOR ELECTRICAL CONSTRUCTION
- ITEM 9: 1 TON LDV

PART B: NEW HEAVY VEHICLES

- ITEM 10: 8 TON TIPPER TRUCK
- ITEM 11: 6X4 TIPPER TRUCK

PART C: NEW PLANT

- ITEM 12: 4X4 DIGGER LOADER
- ITEM 13: 13 TON GRADER



Initial_____

SECTION 4.2: GENERAL SPECIFICATION COMPLIANCY STATEMENT

1. CHECK LIST (APPLICABLE TO PART A, PART B AND PART C - ALL ITEMS)

IT IS COMPULSORY TO SIGN ALL LINE ITEMS IF TENDERER COMPLIES		
IMPORTANT NOTICE AND CHECK LIST FOR TENDERERS		
DESCRIPTION	ACTION	SIGNATURE
1. It is compulsory to attach <u>all</u> documentation as requested, to the Tender.	Attach	
2. Bids shall remain valid and binding for a minimum of 90 days after the tender closure date and the validity extend automatically till the contract is signed if validity goes beyond the number of days indicated. The reason for this is to ensure that the tender is valid till appeals were considered, if received.	Comply	
3. Compulsory SANS accreditation where applicable.	Comply	
4. The tenderer shall be an accredited agent (Parts, Sales, Dealership and Workshop) of the manufacturer, appointed by the manufacturer or South African Head office of the manufacturer, in writing <u>(Attach proof of appointment letter from manufacturer)</u> .	Comply & Attach	
5. Proof to be provided that the person completing the tenderer is employed by the agency of the manufacturer and duly authorized to tender on its behalf. (Original Document or Originally certified copy)	Comply & Attach	
6. Tenderer to ensure that an approved agency (Including dealership and workshop) of the manufacturer (including any attachments / additions) are situated within a <u>minimum radius</u> from Saldanha Bay Municipality head office in Vredenburg as stipulated in the specifications per item.	Comply	
7. The tender shall make use of an accredited body / tank builder.	Comply	
8. All items shall comply with all the minimum specifications.	Comply	
9. Tender quantities are estimated, and the Municipality reserves the right to purchase any quantity, if any, including none.	Comply	
10. Tenders will be adjudicated per <u>item total price</u> .	Take note	
11. It is compulsory to confirm "yes" or "no" on <u>all specifications</u> in sections. (Each line). Failure to confirm will be regarded as "no"	Comply	
12. It is Compulsory to Attach standard, manufacturer's specifications and to clearly mark the item tendered for. Specifications in the tender document must reflect on the specification sheet and comply to the minimum specifications.	Comply & Attach	
13. No deviations from standard factory specifications will be accepted.	Comply	
14. Penalties for late deliveries will be applicable as per section 21,22 and 23 of the General Conditions of contract.	Take note	
15. Notwithstanding any omissions, all items shall be delivered at the Municipal Workshop in Vredenburg, fully functional and operational, complying with the minimum specifications. Additional cost to comply shall be for the account of the tenderer.	Comply	
16. The tender award is subjected to available budget.	Take note	
17. Delivery, licensing, registration and full fuel tank must be included in the tender price.	Comply	

It is compulsory to comply to all line items above and to sign all listed notices

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER

Initial_____

SECTION 4.2

GENERAL CONDITIONS APPLICABLE FOR PART A, PART B AND PART C. **COMPULSORY TO COMPLETE FOR ALL ITEMS**

PRICING SCHEDULE

THE ORIGINAL, MUNICIPAL PRICING SCHEDULE MUST BE SUBMITTED. Any other pricing schedule or prices on letter head will not be accepted.

The pricing schedule provides for a breakdown of individual accessories / attachment for budget purposes. Council also holds the right to accept or reject any portion or item of any tender without prejudice.

Please note that the total item price will be used for evaluation purposes. No price corrections will be accepted or allowed after tender closure and therefore tenderers are requested to ensure that calculations are correct and line items correspond to the total.

All line items (subitems) in the pricing schedule must be completed.

No line items must be left blank. Line items which cost is included in the tender price, must be indicated as "included". Line items provided free of charge must be indicated with "R0.00". If these pricing instructions are not adhered to, the tender will be found non-responsive.

Comply
Yes/NO

COMPULSORY TO CONFIRM YES/NO	
------------------------------	--

Quantities

Estimated quantities for purchase will be noted at each individual item. Take note that the quantities are only an estimation for pricing purposes. The Municipality reserves the right to purchase any quantity of items including none. The tender will be awarded per individual item. Additional items may be purchased, given that the supplier can provided the item at the same price.

Additional commodities eg. Canopies, Tow Bars, Traffic decals and sirens are included for pricing purposes.

Comply
Yes/NO

COMPULSORY TO CONFIRM YES/NO	
------------------------------	--

DELIVERY PERIOD

Items shall be delivered within the delivery period as stated in the detailed specifications.

Penalties for late deliveries will be applicable as per section 21, 22 and 23 of the General Conditions of contract. Failure to deliver within the requested period will also result the termination of contract and to be included in the schedule of tender defaulters. The tenderer may be held accountable for the additional cost incurred. The delivery period must be confirmed in the pricing schedule

Comply
Yes/NO

COMPULSORY TO CONFIRM YES/NO	
------------------------------	--

Initial_____

COMPLIANCE ON DELIVERY

It is compulsory that vehicles and plant must be delivered to Vredenburg and comply to all the minimum specifications and all required documentation attached supplied on delivery. Failure to meet or exceed the minimum specifications will result in non-acceptance of the item with cost to comply for the account of the tenderer. Delivery license, registration costs and full fuel tank must be included in the tender price. All vehicles must be brilliant white in colour.

Comply
Yes/NO

COMPULSORY TO CONFIRM YES/NO	
------------------------------	--

ONLY NEW VEHICLES AND PLANT WILL BE ACCEPTED

All vehicles, machinery and plant shall be new, and First registration of the vehicle / machine must be in the name of Saldanha Bay Municipality.

Comply
Yes/NO

COMPULSORY TO CONFIRM YES/NO	
------------------------------	--

Accredited Agency / Dealer

In view of the sophistication of vehicles and plant, only the manufacturer or accredited dealers of the manufacturer shall be allowed to tender and make use of an accredited body builder. The tenderer must be accredited and approved by the manufacturer in writing and authorised to sell vehicles / plant, provide OEM parts and execute guarantee services on all items tendered for.

Take note that the Municipality reserves the right to confirm accredited agency status of the tenderer from the manufacturer.

Comply
Yes/NO

COMPULSORY TO CONFIRM YES/NO	
------------------------------	--

Service Centre

Saldanha Bay Municipality will service vehicles at the nearest accredited agent with Vredenburg as reference.

Comply
Yes/NO

COMPULSORY TO CONFIRM YES/NO	
------------------------------	--

Accredited Body Builder

In view of the sophistication of vehicles, only accredited body / tank builders shall be allowed for the construction of tanks, load bodies, cranes etc. The body builder shall be situated within the minimum radius from the Municipal head office in Vredenburg, as indicated in the detailed specifications.

Attach valid accredited body builder certification.

Take note that the Municipality reserves the right to confirm accredited status of the tenderer from the manufacturer.

Comply
Yes/NO

COMPULSORY TO CONFIRM YES/NO	
------------------------------	--

It is compulsory to comply to all the minimum specifications
It is compulsory to confirm "yes" or "no" on all line items

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER

Initial_____

SECTION 4.3

PART A: SUPPLY AND DELIVERY OF NEW LIGHT VEHICLES**COMPULSORY DETAILED SPECIFICATIONS****G.P.S. VEHICLE POSITION MONITORING SYSTEM (*compulsory for all vehicles*)**

All vehicles **MUST** be supplied with a GPS monitoring system as specified below.

This council currently makes use of Fleet Manager 300 for the monitoring of vehicle positions and for the monitoring of vehicle usage and management. Council already has an FM 300 base station with modems and software installed. So as not to have various alternative monitoring systems in place which have to be studied and maintained, Council has now standardized on Fleet Manager 300 Communicator for fitment to all new vehicles which are added to its fleet.

The tenderer is to supply each vehicle with an approved of complete Fleet Manager 300 Communicator system fitted by a Siemens (VDO) approved specialist prior to delivery. The FM300 supplier and fitment specialist shall have at least 5 years appropriate experience in the fleet monitoring industry.

All enquiries with regards to the approved of suppliers of the Fleet Manager 300 Communicator system must be directed via the manufacturer. The Fleet Manager 300 Communicator must inter alia have the following monitoring capabilities connected and working prior to delivery: -

- (a) FM 300 Engine Management and Monitoring system;
- (b) FM 300 RPM monitoring & reporting;
- (c) FM 300 Oil Pressure monitoring & reporting;
- (d) FM 300 Water Temperature monitoring & reporting;
- (e) FM 300 Water Level monitoring & reporting;
- (f) FM 300 Vehicle service interval monitoring & reporting:-
 - All vehicles are to be supplied with a special clearly visible approved of warning light on the dashboard which must be activated by the FM 300 Communicator when the vehicle is due for a service. The light shall be professionally marked showing that it is a service indicator light. It shall be activated by distance travelled or by hours used as may be required by Council. For cars and LDVs the service light will be activated by distance travelled;
- (g) FM 300 GPS position monitoring and reporting;
- (h) Each vehicle must be **supplied with at least 2 (two) blue FM300 identity keys**

The full VDO FM 300 Communicator system for EACH vehicle must include inter alia: -
VDO FM 300 Communicator kit complete, integrated GSM, GPRS and GPS module complete, SIM card, installation of the complete FM300 as detailed above, **SINGLE** software license for **EACH** vehicle. Any other license or hardware which is required to enable the above to operate effectively and legally shall be included in the above.

NOTE THAT THE FM 300 SYSTEM MUST BE ACTIVE AND INTRODUCED TO THE WEBSITE PRIOR TO DELIVERY

	<u>Comply Yes/NO</u>
COMPULSORY TO CONFIRM YES/NO	

Initial_____

COMPULSORY GENERAL SPECIFICATIONS**Comply**
Yes/NO

All vehicles must comply with the regulations of the National Road Traffic Act. License disc and registration plates must be included and fitted with delivery and registered in the name of Saldanha Bay Municipality. The Municipality Reserves the right to test any vehicle at the Municipal Vehicle Testing station.	
Tenderer to ensure that an approved agency (Including dealership, spares and workshop) of the manufacturer (including any attachments / additions) are situated within a minimum radius of <u>180km</u> from Saldanha Bay Municipality head office in Vredenburg.	
Tender Price must include delivery at the Municipal Workshop, Vredenburg	
All vehicles shall be new and First registration of the vehicle must be in the name of Saldanha Bay Municipality. Original registration documents handed over on delivery	
All vehicles must be supplied with at least two sets of keys for each lockable compartment and doors.	
Spare wheel supplied	
Jack to be able to lift one wheel of fully laden vehicle.	
Wheel Spanner to fit all wheel nuts and approved by Manufacturer	
SABS approved red reflective warning triangle	
Rubber floor mats for driver and each seated passenger.	
Only factory fitted decals allowed.	
Delivered with full fuel tank	
Compulsory installation of <u>GPS and vehicle monitoring</u> system with two ID keys per vehicle.	
Detailed, original manufacturer's specifications of vehicle AND accessories / attachments must be submitted for all items. Delivered vehicles must comply to factory specifications	
Compulsory delivery of Complete Operator's Manual/CD included. Tenderer must ensure that cost for manuals are included in the tender price	
Specifications for LDV canopies request side windows. Take note that on request, certain canopies will be needed to be delivered full panel without windows	
All vehicles must be brilliant white in colour	

INSPECTION OF UNITS DURING CONSTRUCTION / FITMENT OF EQUIPMENT:

- [i] Provision shall be made for 2 (two) officials for inspection of the units after the tender has officially been awarded. These inspections shall be carried out as follows:
- Final inspection at the premises of the tenderer
- [ii] Appointment for inspections can be made with Mr. G Beneke at (022) 701 6942 at least three (3) days in advance.

Comply
Yes/NO

COMPULSORY TO CONFIRM YES/NO	
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Initial_____

Accredited Agency / Dealer

In view of the sophistication of vehicles, only the manufacturer or authorized dealers of the vehicle manufacturer shall be allowed to tender. It is compulsory for the tenderer to be appointed as an authorized dealer of the manufacturer in writing and **attach proof**. [Letter of Manufacturer to be Attached] that they are authorized by the manufacturer as an accredited Agent (Dealer, Spares and Workshop) in respect of the warranty, after sales service, support, maintenance and spares supply of the items offered and it is compulsory to supply approved dealer code below and provide confirmation on a formal letter head from the manufacturer. It will be applicable for items tendered for.

Comply
Yes/NO

COMPULSORY TO CONFIRM YES/NO	
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TENDERER'S NAME

MANUFACTURER'S AGENCY CODE

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TAKE NOTE THAT THE MUNICIPALITY RESERVES THE RIGHT TO VERIFY AGENCY CODES OF THE TENDERER WITH THE MANUFACTURER

DELIVERY (compulsory for ALL items)

All vehicles and plant shall be delivered fully functional and handed over to the Saldanha Bay Municipality's Mechanical Workshop Manager. An appointment must be made before any delivery can take place. Delivery charges, registration, license fees and full fuel tank must be included in the tender price

The delivery handover location is the Mechanical Workshop, Saldanha Bay Municipality, corner of Floryn and Escudo Road, Marais Industria, Vredenburg. The entrance is in Escudo Road.

Comply
Yes/NO

COMPULSORY TO CONFIRM YES/NO	
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Service Centre

Saldanha Bay Municipality will service vehicles at the nearest accredited agent with Vredenburg as reference.

Comply
Yes/NO

COMPULSORY TO CONFIRM YES/NO	
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It is compulsory to comply to all the minimum specifications
It is compulsory to confirm "yes" or "no" on all line items

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER

Initial_____

SECTION 4.3: COMPULSORY DETAILED SPECIFICATION COMPLIANCY STATEMENT

ITEM 1: NEW 0.5 TON LDV WITH CANOPY

ESTIMATED QUANTITY: THREE

ITEM PARTICULARS	MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
ENGINE Power Output (Kw)	Not less than 60 Kw		
Fuel Type	Petrol		
LOAD CAPACITY	650 kg		
GEARBOX	Manual Shift Synchromesh		
Forward Gears	5		
BRAKES	ABS Compulsory		
AIR BAGS	A minimum of two front air bags as per manufacturer's standard specification sheet attached		
AIR CONDITIONER	Factory fitted air conditioner as per manufacturer's standard specification sheet attached.		
TYRES	14" Standard Application as per attached factory brochure		
CANOPY	Heavy duty Fibre Glass: Half Door with front, rear and sliding side windows		
VEHICLE COLOUR	Brilliant White		
GUARANTEE	Attach Schedule		
Vehicle Guarantee	4 Years / 100 000 km all-inclusive guarantee.		
Corrosion Guarantee	3 Years		
DELIVERY PERIOD	Items shall be delivered to the Municipality within 12 weeks after reception of formal order.		
Specifications (Compulsory to attach to the tender)	Detailed, original manufacturer's specifications of vehicle		
Agency	Proof of accredited Agency of Vehicle Manufacturer		
Documentation (Compulsory to provide on delivery)	Original Vehicle Registration papers and proof of licensing, license disc and number plates fitted		
	Proof of vehicle guarantee		

It is compulsory to comply to all the minimum specifications
It is compulsory to confirm "yes" or "no" on all line items

Initial_____

COMPULSORY TO COMPLETE

VEHICLE DETAILS (As reflected on attached standard manufacturer's specification sheet)

MANUFACTURER	DETAILED MODEL DESCRIPTION	MODEL CODE

AGENCY DETAILS (As reflected on attached accredited agency letter)

MANUFACTURER	TENDERER'S ACCREDITED AGENCY CODE

End of Item

I accept and approve all of the above.

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SIGNATURE OF TENDERER

Initial_____

ITEM 2: NEW 0.5 TON LDV WITH CANOPY (LAW ENFORCEMENT)**ESTIMATED QUANTITY: SIX**

ITEM PARTICULARS	MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
ENGINE Power Output (Kw)	Not less than 60 Kw		
Fuel Type	Petrol		
LOAD CAPACITY	650 kg		
GEARBOX	Manual Shift Synchromesh		
Forward Gears	5		
BRAKES	ABS Compulsory		
AIR BAGS	A minimum of two front air bags as per manufacturer's standard specification sheet attached		
AIR CONDITIONER	Factory fitted air conditioner as per manufacturer's standard specification sheet attached.		
TYRES	14" Standard Application as per attached factory brochure		
CANOPY	Heavy duty Fibre Glass: Half Door with front, rear and sliding side windows		
LED LIGHT BAR (Blue)	SABS approved		
	12X high bright generation 3 LED modules.		
	Multiple Flash flash patterns <u>and</u> cruising lights		
	LED modules visibility - 360°		
	Outer lenses: Polycarbonate (Clear)		
	Aluminium base fitted to vehicle roof via adjustable brackets with foot pads.		
	Light Bar controlled by the siren control unit.		

Initial_____

ITEM PARTICULARS (continued)	MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
ELECTRONIC SIREN & PUBLIC-ADDRESS SYSTEM	Minimum output power: 100-watt RMS		
	System must control light bar and head light flasher unit		
	Incorporated two-way radio re-broadcast facility		
	Available siren tones: YELP, WAIL, PHASER, AIR HORN		
	Functions: SWITCH SIREN "ON" CHANGE SIREN TONE ACTIVE AIR HORN TONES SWITCH SIREN "OFF" SWITCH LIGHTS OFF		
	Siren speaker not less than 100-watt RMS (180-watt peak power) with impedance of 11 ohm		
	Hand held microphone, volume control and siren-cancel-push –to-talk-button		
	Junction box to incorporate hooter, 2-way radio and light bar controls		
REFLECTIVE DECALS	Sides: Double row Blue and yellow reflective alternate square rectangular blocks 50mm high and 50mm wide. Doors: Municipal Law Enforcement badge (Front doors) with the wording "LAW ENFORCEMENT" on the bottom of rear door. Bonnet: Municipal Law Enforcement badge. Rear side: Full orange/yellow - red chevron Rear bumper/valance: The wording: "LAW ENFORCEMENT"		
	Compulsory inspection of current decals in use. Verify decal samples as currently in use by the Municipality. Contact G Beneke with regard to specifications or enquiries. Tel: 022 701 6942		
SIGNING OFF SPECIFICATIONS	<u>It is compulsory that the DECAL design be submitted to G Beneke for signature and approval prior to manufacture. Delivered vehicles will not be accepted unless the signed approved design is submitted</u>		
GUARANTEE	Attach Schedule		
Vehicle Guarantee	4 Years / 100 000 km all-inclusive guarantee.		
Corrosion Guarantee	3 Years		

Initial_____

ITEM PARTICULARS (continued)	MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
DELIVERY PERIOD	Items shall be delivered to the Municipality within 12 weeks after reception of formal order.		
Specifications (Compulsory to attach to the tender)	Detailed, original manufacturer's specifications of vehicle		
Agency	Proof of accredited Agency of Vehicle Manufacturer		
Documentation (Compulsory to provide on delivery)	Original Vehicle Registration papers and proof of licensing, license disc and number plates fitted		
	Decal design signed off by Fleet manager prior to manufacture		
	Proof of vehicle guarantee		

It is compulsory to comply to all the minimum specifications

It is compulsory to confirm "yes" or "no" on all line items

COMPULSORY TO COMPLETE

VEHICLE DETAILS (As reflected on attached standard manufacturer's specification sheet)

MANUFACTURER	DETAILED MODEL DESCRIPTION	MODEL CODE

AGENCY DETAILS (As reflected on attached accredited agency letter)

MANUFACTURER	TENDERER'S ACCREDITED AGENCY CODE

End of Item

I accept and approve all of the above.

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SIGNATURE OF TENDERER

Initial_____

ITEM 3: NEW CARS. MINIMUM 90KW (TRAFFIC CONTROL)**ESTIMATED QUANTITY: THREE**

ITEM PARTICULARS	MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
ENGINE	Not less than 90kw		
Power Output (Kw)			
Fuel Type	Petrol		
DESCRIPTION	5 Door Hatch back or 4 Door sedan		
GEARBOX	Manual		
Forward Gears	Minimum 5		
	Power Steering		
BRAKES	ABS compulsory		
	Electronic stability control / Force distribution		
AIR BAGS	A minimum of two front air bags as per manufacturer's specification sheet attached		
	Side air bags for front seats		
	Front curtain air bags		
Safety / security	Rear Parking sensors		
	Remote control locking		
	Alarm and immobiliser		
AIR CONDITIONER	Factory fitted air conditioner as per manufacturer's specifications attached.		
WINDOWS	Electrically operated at least on front windows		
FM RADIO	FM Radio with Blue tooth		
LED LIGHT BAR (Blue)	SABS approved		
	12X high bright generation 3 LED modules.		
	Multiple Flash patterns and cruising lights		
	LED modules visibility - 360°		
	Outer lenses: Polycarbonate (Clear)		
	Aluminium base fitted to vehicle roof via adjustable brackets with foot pads.		
	Light Bar controlled by the siren control unit.		

Initial_____

ITEM PARTICULARS (continued)	MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
ELECTRONIC SIREN & PUBLIC-ADDRESS SYSTEM	Minimum output power: 100-watt RMS		
	System must control light bar and head light flasher unit		
	Incorporated two-way radio re-broadcast facility		
	Available siren tones: YELP, WAIL, PHASER, AIR HORN		
	Functions: SWITCH SIREN "ON" CHANGE SIREN TONE ACTIVE AIR HORN TONES SWITCH SIREN "OFF" SWITCH LIGHTS OFF		
	Siren speaker not less than 100-watt RMS (180-watt peak power) with impedance of 11 ohm		
	Hand held microphone, volume control and siren-cancel-push –to-talk-button		
	Junction box to incorporate hooter, 2-way radio and light bar controls		
REFLECTIVE DECALS	Sides: Blue and silver alternate reflective arrows 200mm high and 100mm wide with 25mm wide yellow reflective lines on bottom and top Doors: Municipal Traffic star (Front door) with the wording "TRAFFIC" on the bottom of rear door. Bonnet: Municipal Traffic Star with "TRAFFIC" in reverse with reflective blue and yellow lines on edges of bonnet Rear view: Full orange/yellow-red chevron on Rear door/bumper/valance: The wording: "VERKEER – TRAFFIC - IZENDLELA"		
	Compulsory inspection of current decals in use Verify decal samples as currently in use by the District Municipality. Contact G Beneke with regard to specifications or enquiries. Tel: 022 701 6942		
SIGNING OFF SPECIFICATIONS	<u>It is compulsory that the DECAL design be submitted to G Beneke for signature and approval prior to manufacture. Delivered vehicles will not be accepted unless the signed approved design is not submitted</u>		

Initial_____

ITEM PARTICULARS (continued)	MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
GUARANTEE	Attach Schedule		
Vehicle Guarantee	4 Years/100 000 km. all-inclusive guarantee.		
Corrosion Guarantee	4 years		
Specifications (Compulsory to attach to the tender)	Detailed, original manufacturer's specifications of vehicle		
Agency	Proof of accredited Agency of Vehicle Manufacturer		
Documentation (Compulsory to provide on delivery)	Original Vehicle Registration papers and proof of licensing, license disc and number plates fitted		
	Decal design signed off by Fleet manager prior to manufacture		
	Proof of Vehicle guarantee		

It is compulsory to comply to all the minimum specifications
It is compulsory to confirm "yes" or "no" on all line items

COMPULSORY TO COMPLETE

VEHICLE DETAILS (As reflected on attached standard manufacturer's specification sheet)

MANUFACTURER	DETAILED MODEL DESCRIPTION	MODEL CODE

AGENCY DETAILS (As reflected on attached accredited agency letter)

MANUFACTURER	TENDERER'S ACCREDITED AGENCY CODE

End of Item

I accept and approve all of the above.

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SIGNATURE OF TENDERER

Initial_____

ITEM 4: NEW CARS. MINIMUM 50KW (TRAFFIC PATROL)**ESTIMATED QUANTITY: THREE**

ITEM PARTICULARS	MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
ENGINE	Not less than 50 kw		
Power Output (Kw)			
Cylinders	Minimum 4 cylinder		
Fuel Type	Petrol		
DESCRIPTION	5 Door Hatch back or 4 Door sedan		
GEARBOX	Manual		
Forward Gears	Minimum 5		
	Power Steering		
BRAKES	ABS compulsory		
AIR BAGS	A minimum of two front air bags as per manufacturer's specification sheet attached		
AIR CONDITIONER	Factory fitted air conditioner as per manufacturer's specifications attached.		
WINDOWS	Electrically operated at least on front windows		
FM RADIO	FM Radio		
	USB connection		
LED LIGHT BAR (Blue)	SABS approved		
	12X high bright generation 3 LED modules.		
	Multiple Flash flash patterns and cruising lights		
	LED modules visibility - 360°		
	Outer lenses: Polycarbonate (Clear)		
	Aluminium base fitted to vehicle roof via adjustable brackets with foot pads.		
	Light Bar controlled by the siren control unit.		
ELECTRONIC SIREN & PUBLIC-ADDRESS SYSTEM	Minimum output power: 100-watt RMS		
	System must control light bar and head light flasher unit		
	Incorporated two-way radio re-broadcast facility		
	Available siren tones: YELP, WAIL, PHASER, AIR HORN		
	Functions: SWITCH SIREN "ON" CHANGE SIREN TONE ACTIVE AIR HORN TONES SWITCH SIREN "OFF" SWITCH LIGHTS OFF		
	Siren speaker not less than 100-watt RMS (180-watt peak power) with impedance of 11 ohm		
	Hand held microphone, volume control and siren-cancel-push -to-talk-button		
	Junction box to incorporate hooter, 2-way radio and light bar controls		

Initial_____

ITEM PARTICULARS (continued)	MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
REFLECTIVE DECALS	Sides: Blue and silver alternate reflective arrows 200mm high and 100mm wide with 25mm wide yellow reflective lines on bottom and top Doors: Municipal Traffic star (Front door) with the wording "TRAFFIC" on the bottom of rear door. Bonnet: Municipal Traffic Star with "TRAFFIC" in reverse with reflective blue and yellow lines on edges of bonnet Rear view: Full orange/yellow-red chevron on Rear door/bumper/valance: The wording: "VERKEER – TRAFFIC - IZENDLELA"		
	Compulsory inspection of current decals in use Verify decal samples as currently in use by the District Municipality. Contact G Beneke with regard to specifications or enquiries. Tel: 022 701 6942		
SIGNING OFF SPECIFICATIONS	<u>It is compulsory that the DECAL design be submitted to G Beneke for signature and approval prior to manufacture. Delivered vehicles will not be accepted unless the signed approved design is not submitted</u>		
GUARANTEE	Attach Schedule		
Vehicle Guarantee	4 Years/120 000 km. all-inclusive guarantee.		
Corrosion Guarantee	4 years		
Specifications (Compulsory to attach to the tender)	Detailed, original manufacturer's specifications of vehicle		
Agency	Proof of accredited Agency of Vehicle Manufacturer		
Documentation (Compulsory to provide on delivery)	Original Vehicle Registration papers and proof of licensing, license disc and number plates fitted		
	Decal design signed off by Fleet manager prior to manufacture		
	Proof of Vehicle guarantee		

It is compulsory to comply to all the minimum specifications
It is compulsory to confirm "yes" or "no" on all line items

Initial_____

COMPULSORY TO COMPLETE

VEHICLE DETAILS (As reflected on attached standard manufacturer's specification sheet)

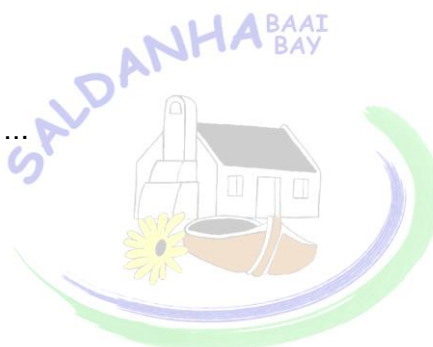
MANUFACTURER	DETAILED MODEL DESCRIPTION	MODEL CODE

AGENCY DETAILS (As reflected on attached accredited agency letter)

MANUFACTURER	TENDERER'S ACCREDITED AGENCY CODE

End of Item

I accept and approve all of the above.

SIGNATURE OF TENDERER

Initial_____

ITEM 5: NEW SMALL CAR**ESTIMATED QUANTITY: THREE**

ITEM PARTICULARS	MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
ENGINE	Not less than 50 kw		
Power Output (Kw)			
Cylinders	<u>Minimum 4 cylinder</u>		
Fuel Type	Petrol		
DESCRIPTION	5 Door Hatch back or 4 Door sedan		
GEARBOX	Manual		
Forward Gears	Minimum 5		
	Power Steering		
BRAKES	ABS compulsory		
AIR BAGS	A minimum of two front air bags as per manufacturer's specification sheet attached		
AIR CONDITIONER	Factory fitted air conditioner as per manufacturer's specifications attached.		
WINDOWS	Electrically operated at least on front windows		
FM RADIO	FM Radio		
	USB connection		
GUARANTEE	Attach Schedule		
Vehicle Guarantee	4 Years/120 000 km. all-inclusive guarantee.		
Corrosion Guarantee	4 years		
Specifications (Compulsory to attach to the tender)	Detailed, original manufacturer's specifications of vehicle		
Agency	Proof of accredited Agency of Vehicle Manufacturer		
Documentation (Compulsory to provide on delivery)	Original Vehicle Registration papers and proof of licensing, license disc and number plates fitted		
	Proof of Vehicle guarantee		

It is compulsory to comply to all the minimum specifications
It is compulsory to confirm "yes" or "no" on all line items

Initial_____

COMPULSORY TO COMPLETE

VEHICLE DETAILS (As reflected on attached standard manufacturer's specification sheet)

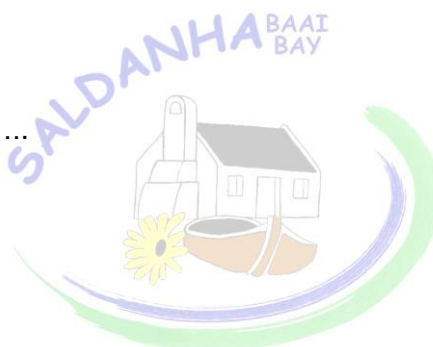
MANUFACTURER	DETAILED MODEL DESCRIPTION	MODEL CODE

AGENCY DETAILS (As reflected on attached accredited agency letter)

MANUFACTURER	TENDERER'S ACCREDITED AGENCY CODE

End of Item

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER

Initial_____

ITEM 6: 1.3 TON DOUBLE CAB LDV WITH CANOPY**ESTIMATED QUANTITY: THREE**

ITEM PARTICULARS	MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
ENGINE Power Output (Kw)	Not less than 55kW		
Fuel Type	Diesel		
DOUBLE CAB CONFIGURATION	4 doors with rear seated capacity		
FRONT SEATS	Standard 3-seated with seat belts		
REAR SEAT	Standard 3-seated with seat belts		
LOAD CAPACITY	Not less than 1300 kg Payload as specified on registration papers and manufacturer's specifications		
Load area	Not less than 3.5m ² re-enforced loading surface <u>without</u> wheel arches protruding from the load surface		
	Dimensions not less than 2.2m X 1.6m flat deck surface		
LOAD BODY	Height: Minimum 300mm sides		
	Cab protector frame on front of load body		
	Personnel step for load body access		
PROPULTION CONFIGURATION	4X2		
GEARBOX	Full Double Cab		
	Manual Shift Synchromesh		
Forward Gears	5		
BRAKES	Load sensing valve fitted		
TYRES	<u>Front and rear wheel must have the same tyre and rim size</u>		
	Not smaller than 15" Standard Application as per attached factory brochure.		
TOW BAR	Fitted with standard ball & pin type tow hitch and trailer plug. Personnel step plate on top		
CANOPY	Heavy Duty Fibre Glass Half Door		
	Front and rear windows, no side windows		
	Re-enforced to accommodate cab over roof rack		
	Rear door: Top Hinged		
COLOUR	Brilliant White		
GUARANTEE	4 Years / 120 000 km all-inclusive guarantee		
Corrosion Guarantee	4 Years		
DELIVERY PERIOD	Items shall be delivered to the Municipality within <u>12 weeks</u> after reception of formal order.		

Initial_____

	Item (Continued)		
ITEM PARTICULARS	MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
Specifications (Compulsory to attach to the tender)	Detailed, original manufacturer's specifications of vehicle		
Agency	Proof that the tenderer is an accredited Agency of Vehicle Manufacturer		
Documentation (Compulsory to provide on delivery)	Original Vehicle Registration papers and proof of licensing, license disc and number plates fitted		
	Proof of guarantee		

It is compulsory to comply to all the minimum specifications
It is compulsory to confirm "yes" or "no" on all line items

COMPULSORY TO COMPLETE

VEHICLE DETAILS (As reflected on attached standard manufacturer's specification sheet)

MANUFACTURER	DETAILED MODEL DESCRIPTION	MODEL CODE

COMPULSORY TO COMPLETE

AGENCY DETAILS (As reflected on attached accredited agency letter)

MANUFACTURER	TENDERER'S ACCREDITED AGENCY CODE

End of Item

I accept and approve all of the above.

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SIGNATURE OF TENDERER

Initial_____

ITEM 7: 1.3 TON SINGLE CAB TIPPER LDV**ESTIMATED QUANTITY: THREE**

ITEM PARTICULARS	MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
ENGINE Power Output (Kw)	Not less than 55kW		
Fuel Type	Diesel		
FRONT SEATS	Standard 3-seated with seat belts		
LOAD CAPACITY	Not less than 1300 kg Payload as specified on registration papers and manufacturer's specifications		
Load area	Not less than 4.0m ² re-enforced loading surface <u>without</u> wheel arches protruding from the load surface		
	Dimensions not less than 2.5m X 1.6m flat deck surface.		
TIPPER LOAD BODY	Minimum 300mm high sides with hinged tail gate		
	Full rear tipper function. Electro-hydraulic. Tilt angle up to 40 degrees		
	Cab protector frame on front of load body		
PROPULSION	4X2		
CONFIGURATION	Single Cab.		
GEARBOX	Manual Shift Synchromesh		
Forward Gears	5		
BRAKES	Load sensing valve fitted		
TYRES	<u>Front and rear wheel must have the same tyre and rim size</u>		
	Not smaller than 15" Standard Application as per attached factory brochure.		
TOW BAR	Fitted with standard ball & pin type tow hitch and trailer plug. Personnel step plate on top		
COLOUR	Brilliant White		
GUARANTEE	4 Years / 120 000 km all-inclusive guarantee		
Corrosion Guarantee	4 Years		
DELIVERY PERIOD	Items shall be delivered to the Municipality within <u>12 weeks</u> after reception of formal order.		

Initial_____

	Item (Continued)		
ITEM PARTICULARS	MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
Specifications (Compulsory to attach to the tender)	Detailed, original manufacturer's specifications of vehicle		
Agency	Proof that the tenderer is an accredited Agency of Vehicle Manufacturer		
Documentation (Compulsory to provide on delivery)	Original Vehicle Registration papers and proof of licensing, license disc and number plates fitted		
	Proof of guarantee		

It is compulsory to comply to all the minimum specifications
It is compulsory to confirm "yes" or "no" on all line items

COMPULSORY TO COMPLETE

VEHICLE DETAILS (As reflected on attached standard manufacturer's specification sheet)

MANUFACTURER	DETAILED MODEL DESCRIPTION	MODEL CODE

COMPULSORY TO COMPLETE

AGENCY DETAILS (As reflected on attached accredited agency letter)

MANUFACTURER	TENDERER'S ACCREDITED AGENCY CODE

End of Item

I accept and approve all of the above.

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SIGNATURE OF TENDERER

Initial_____

ITEM 8: NEW ONE TON 4X2 LWB WITH ALLUMINIUM ESKOM TYPE CANOPY FOR ELECTRICAL CONSTRUCTION PURPOSES

ESTIMATED QUANTITY: TWO

ITEM PARTICULARS	MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
ENGINE Power Output (Kw)	Diesel: Minimum 88 kW Petrol: Minimum 100kW		Note kW
Displacement	Diesel: Minimum 2200cc Petrol: Minimum 1900cc		Note CC
Fuel Type	Diesel or Petrol		Note fuel type:
LOAD CAPACITY	1000 kg, Long Wheelbase		
CONFIGURATION	Single Cab, rigid load body with wheel arches. Flat decks will not be accepted		
PROPULSION	4X2		
GEARBOX	Manual Shift Synchromesh		
Forward Gears	Minimum 5		
BRAKES	ABS compulsory		
AIR BAGS	A minimum of two front air bags as per manufacturer's standard specifications		
AIR CONDITIONER	Factory fitted air conditioner as per manufacturer's standard specifications attached.		
TYRES	15" or larger Standard Rims and Tyres Application as per attached manufacturer's brochure.		
TOW BAR	Fitted with standard ball & pin type tow hitch and trailer plug		
CANOPY	Eskom specifications full aluminium canopy		
	Lockable rear door and side panels.		
	Four top hinged, shock supported lockable side panels		
	Canopy Re-enforced to accommodate cab over roof rack		
	Entire canopy fabricated from aluminium.		
	Lockable aluminium toolboxes at the inside front and sides. Lids opening away from lockable side panels		
	Sliding frame in the centre of the toolboxes over the entire length of the open space, sliding out to the back with toolbox mounted		
	Inside, fused, rear mounted light with quick removable connectors and on/off switch inside canopy.		
	Canopy specifications shall match, or exceed the canopy specifications currently in use by the Municipality.		

Initial _____

	Item (Continued)		
ITEM PARTICULARS	MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
CAB OVER ROOF RACK	<u>Galvanised</u> , minimum 50x50mm square tubing, nylon plugs fitted at ends.		
	Length of 3 m		
	Width: 1.2m		
	2 X 50mm heavy duty ratchet webbing belts attached to top of rack.		
	Rubberised top covering		
	Rear Nylon roller mechanism. Two rollers for individual ladders		
	Flashing Amber Light fitted.		
	Outside, fused, swivel working light of minimum 100 000 candle power to be affixed to right hand side of roof rack. Switch mounted inside the cab with quick removable connectors.		
VEHICLE INSPECTION	<u>It is compulsory to inspect Municipal Vehicle: CFG 20751 and ensure the canopy and toolboxes and roof rack are manufactured exactly as the Municipal sample. Any deviations from the municipal sample will not be accepted with cost to comply for the account of the tenderer</u>		
	<u>Contact W Olivier at phone number 022 701 7075 to arrange an appointment for inspection</u>		
SIGNING OFF SPECIFICATIONS	<u>It is compulsory that the canopy design be submitted to W Olivier for signature and approval prior to manufacture. Delivered vehicles will not be accepted unless the signed approved design is not submitted</u>		
VEHICLE COLOUR	Brilliant White		
GUARANTEE	3 Years / 100 000 km. all-inclusive guarantee.		
DELIVERY PERIOD	Items shall be delivered to the Municipality within 12 weeks after reception of formal order		
Specifications (Compulsory to attach to the tender)	Detailed, original manufacturer's specifications of vehicle		
Agency	Proof that the tenderer is an accredited Agency of Vehicle Manufacturer		
Documentation (Compulsory to provide on delivery)	Original Vehicle Registration papers and proof of licensing, number plates fitted		
	Canopy design signed off by Fleet manager prior to manufacture		
	Proof of vehicle guarantee		

Initial_____

It is compulsory to comply to all the minimum specifications
It is compulsory to confirm "yes" or "no" on all line items

COMPULSORY TO COMPLETE

VEHICLE DETAILS (As reflected on attached standard manufacturer's specification sheet)

MANUFACTURER	DETAILED MODEL DESCRIPTION	MODEL CODE

COMPULSORY TO COMPLETE

AGENCY DETAILS (As reflected on attached accredited agency letter)

MANUFACTURER **TENDERER'S ACCREDITED AGENCY CODE**

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End of Item

I accept and approve all of the above.

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SIGNATURE OF TENDERER



Initial_____

ITEM 9: NEW ONE TON 4x2 LWB LIGHT DELIVERY VEHICLE WITH FIBRE GLASS CANOPY

ESTIMATED QUANTITY: TWO

ITEM PARTICULARS	MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
ENGINE Power Output (Kw)	Diesel: Minimum 88 kW Petrol: Minimum 100kW		Note kW
Displacement	Diesel: Minimum 2200cc Petrol: Minimum 1900cc		Note CC
Fuel Type	Diesel or Petrol		Note fuel type:
LOAD CAPACITY	1000 kg, Long Wheelbase		
CONFIGURATION	Single Cab, rigid load body with wheel arches. Flat decks will not be accepted.		
PROPULSION	4X2		
GEARBOX	Manual Shift Synchromesh		
Forward gears	5		
BRAKES	ABS Compulsory		
AIR BAGS	A minimum of two front air bags as per manufacturer's standard specification sheet attached		
AIR CONDITIONER	Factory fitted air conditioner as per manufacturer's standard specification sheet attached.		
TYRES	15" or larger Standard Rims and Tyre Application as per manufacturer's standard specification sheet attached		
TOW BAR	Fitted with standard ball & pin type tow hitch and trailer plug		
CANOPY	Heavy Duty Fibre Glass Half Door		
	Roof Height: Minimum 1000mm from load body base to lowest point on the inside of canopy roof		
	<u>Re-enforced</u> to accommodate cab over roof rack		
	<u>Take note: If the canopy is not re-enforced, it will not be accepted with cost to comply for the tenderer</u>		
	4 Windows. Rigid front & Rear with sliding sides		
VEHICLE COLOUR	Brilliant White		
GUARANTEE Vehicle Guarantee	3 Years / 100 000 km all-inclusive guarantee.		
Corrosion Guarantee	3 Years		
DELIVERY PERIOD	Items shall be delivered to the Municipality within 12 weeks after reception of formal order.		

Initial_____

ITEM PARTICULARS Continued)	MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
Specifications (Compulsory to attach to the tender)	Detailed, original manufacturer's specifications of vehicle		
Agency	Proof that the tenderer is an accredited Agency of Vehicle Manufacturer		
Documentation (Compulsory to provide on delivery)	Original Vehicle Registration papers and proof of licensing, license disc and number plates fitted		
	Proof of vehicle guarantee		

**It is compulsory to comply to all the minimum specifications
It is compulsory to confirm "yes" or "no" on all line items**

COMPULSORY TO COMPLETE

VEHICLE DETAILS (As reflected on attached standard manufacturer's specification sheet)

MANUFACTURER	DETAILED MODEL DESCRIPTION	MODEL CODE

COMPULSORY TO COMPLETE

AGENCY DETAILS (As reflected on attached accredited agency letter)

MANUFACTURER	TENDERER'S ACCREDITED AGENCY CODE

End of Item

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER

Initial_____

PART B: SUPPLY AND DELIVERY OF NEW HEAVY VEHICLES

COMPULSORY GENERAL SPECIFICATIONS

Comply
Yes/NO

All vehicles must comply with the regulations of the National Road Traffic Act. License disc and registration plates must be fitted with delivery and registered in the name of Saldanha Bay Municipality. The Municipality Reserves the right to test any vehicle at the Municipal Vehicle Testing station.	
First registration of the vehicle must be in the name of Saldanha Bay Municipality and original registration papers provided on delivery	
Tenderer to ensure that an approved agency (Including dealership and workshop) of the <u>manufacturer and body builder</u> (including any attachments / additions) are situated within a minimum radius of 180km from Saldanha Bay Municipality head office in Vredenburg	
Tender Price must include delivery at the Municipal Workshop, Vredenburg	
1x Amber/Red rotating/flashing LED dome light, visible from all four corners of the vehicle and not fitted directly on the cab.	
Heavy duty battery master switch situated at battery box.	
All vehicles must be supplied with at least two sets of keys for each lockable compartment and doors.	
Spare wheel supplied	
Hydraulic Jack to be able to lift one wheel of fully laden vehicle.	
Wheel Spanner to fit all wheel nuts and approved by Manufacturer	
SABS approved red reflective warning triangle	
Rubber floor mats for driver and each seated passenger.	
Only factory fitted decals allowed.	
<u>Delivered with full fuel tank</u>	
Compulsory installation of <u>GPS and vehicle monitoring</u> system with two ID keys per vehicle.	
Detailed, original manufacturer's specifications of vehicle AND accessories / attachments must be submitted with each tender document. Delivered vehicles must comply to factory specifications	
Ensure that vehicle mass on all axles, with full load, when additional equipment is fitted, does not exceed maximum permissible axle mass as required by the manufacturer of vehicle AND Road Traffic Legislation.	
All vehicles must be brilliant white in colour	

It is compulsory to comply to all the minimum specifications

It is compulsory to confirm "yes" or "no" on all line items

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER

Initial_____

INSPECTION OF VEHICLES AT BODY BUILDERS:

- [i] Provision shall be made for 2 (two) officials for inspection of the units after the tender has officially been awarded. These inspections shall be carried out as follows:
- When fitment of body and equipment is 50% completed on chassis.
 - Complete fitment, before carpeting/spray-painting.
 - Final inspection prior to delivery.
- [ii] Appointment for inspections can be made with W Olivier at (022) 701 7075 at least three (3) days in advance.

Comply
Yes/NO

COMPULSORY TO CONFIRM YES/NO	
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Compulsory to all tenderers

In view of the sophistication of vehicles, only the chassis/cab manufacturer or authorised dealers of the **chassis/cab** (truck) combination shall be allowed to tender. Tenderers are therefore required to be appointed as authorized dealers of the Chassis / Cab by the manufacturer in writing and **attach proof**. [Letter of the Manufacturer to be Attached] that they are authorized by the manufacturer as an Agent (Dealer, Spares and Workshop) in respect of the warranty, after sales service, workshop, support and spares supply of the items offered. The Chassis / Cab Tenderer shall make use of an **accredited body builder** in terms of the Road Traffic Act and shall attach a valid, copy of vehicle- and body builder NaTIS agency accreditation certificate. It is compulsory to supply approved dealer/agency code below on a letter head of the manufacturer.

Comply
Yes/NO

COMPULSORY TO CONFIRM YES/NO	
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TENDERER'S NAME

MANUFACTURER'S AGENCY CODE

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TAKE NOTE THAT THE MUNICIPALITY RESERVES THE RIGHT TO VERIFY AGENCY CODES OF THE TENDERER WITH THE MANUFACTURER

Accredited Body Builder

In view of the sophistication of vehicles, only accredited body builders shall be allowed to tender. The body builder shall be situated within the minimum radius from the Municipal head office in Vredenburg, as indicated in the detailed specifications.

Attach valid National Road traffic act accredited body builder certification

Take note that the Municipality reserves the right to confirm accredited status of the tenderer from the manufacturer.

Comply
Yes/NO

COMPULSORY TO CONFIRM YES/NO	
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Initial_____

Agency and Body Builder minimum radius

The vehicle agency and body builder factory shall be situated within a 180km radius from the Municipal head office in Vredenburg.

Comply
Yes/NO

COMPULSORY TO CONFIRM YES/NO	
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Euro II engine emission

Engines must comply to minimum Euro/Tier engine emission standards

Comply
Yes/NO

COMPULSORY TO CONFIRM YES/NO	
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DELIVERY (compulsory for ALL items)

All vehicles and plant shall be delivered fully functional and handed over to the Saldanha Bay Municipality's Mechanical Workshop Manager. An appointment must be made before any delivery can take place. Vehicle must be registered in the name of Saldanha Bay Municipality, number plates fitted, and license affixed. Delivery, registration, license fees, number plates and full fuel tank must be included in the tender price

The delivery handover location is the Mechanical Workshop, Saldanha Bay Municipality, corner of Floryn and Escudo Roads, Marais Industria, Vredenburg. The entrance is in Escudo Road.

Comply
Yes/NO

COMPULSORY TO CONFIRM YES/NO	
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It is compulsory to comply to all the minimum specifications
It is compulsory to confirm "yes" or "no" on all line items

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER

Initial_____

COMPULSORY GENERAL SPECIFICATIONS (continued)

G.P.S. VEHICLE POSITION MONITORING SYSTEM (compulsory for all vehicles)

All vehicles **MUST** be supplied with a GPS monitoring system as specified below.

This council currently makes use of Fleet Manager 300 for the monitoring of vehicle positions and for the monitoring of vehicle usage and management. Council already has an FM 300 base station with modems and software installed. So as not to have various alternative monitoring systems in place which have to be studied and maintained, Council has now standardized on Fleet Manager 300 Communicator for fitment to all new vehicles which are added to its fleet.

The tenderer is to supply each vehicle with an approved of complete Fleet Manager 300 Communicator system fitted by a Siemens (VDO) approved specialist prior to delivery. The FM300 supplier and fitment specialist shall have at least 5 years appropriate experience in the fleet monitoring industry.

All enquiries with regards to the approved of suppliers of the Fleet Manager 300 Communicator system must be directed via the manufacturer. The Fleet Manager 300 Communicator must inter alia have the following monitoring capabilities connected and working prior to delivery: -

- (i) FM 300 Engine Management and Monitoring system;
- (j) FM 300 RPM monitoring & reporting;
- (k) FM 300 Oil Pressure monitoring & reporting;
- (l) FM 300 Water Temperature monitoring & reporting;
- (m) FM 300 Water Level monitoring & reporting;
- (n) FM 300 Vehicle service interval monitoring & reporting: -
 - All vehicles are to be supplied with a special clearly visible approved of warning light on the dashboard which must be activated by the FM 300 Communicator when the vehicle is due for a service. The light shall be professionally marked showing that it is a service indicator light. It shall be activated by distance travelled or by hours used as may be required by Council. For cars and LDVs the service light will be activated by distance travelled;
- (o) FM 300 GPS position monitoring and reporting;
- (p) Each vehicle must be **supplied with at least 2 (two) blue FM300 identity keys**

The full VDO FM 300 Communicator system for EACH vehicle must include inter alia: -
VDO FM 300 Communicator kit complete, integrated GSM, GPRS and GPS module complete, SIM card, installation of the complete FM300 as detailed above, **SINGLE** software license for **EACH** vehicle. Any other license or hardware which is required to enable the above to operate effectively and legally shall be included in the above.

NOTE THAT THE FM 300 SYSTEM MUST BE ACTIVE AND INTRODUCED TO THE WEBSITE ON DELIVERY

	<u>Comply Yes/NO</u>
COMPULSORY TO CONFIRM YES/NO	

Initial_____

SECTION 4.3: COMPULSORY DETAILED SPECIFICATION COMPLIANCY STATEMENT

ITEM 10: 4X2 TIPPER TRUCK

ESTIMATED QUANTITY: TWO

ITEM PARTICULARS	MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATION
ENGINE	Minimum Euro 2 compliance		
Power Output (Kw)	Not less than 175kW		
GROSS VEH. MASS	GVM: Not less than 15 000kg		
GEARBOX	Synchromesh or full automatic		
PROPULSION	4X2		
Forward Gears	Minimum Six (6)		
PTO & Hydraulic Pump.	Required		
BRAKES	ABS Compulsory as standard feature		
CAB	Forward Tilt Cab		
Passengers	Provision for minimum 3 seats in the cab as per standard factory application included in factory specification sheet. Seats must be equipped with individual seat belts for all three seats and factory registered for driver and 2 seated passengers, as standard factory feature and reflecting accordingly on the license disc		
STEERING ADJUSTMENT	Horizontal Backwards and forward as well as telescopically vertical up and down		
DRIVER SEAT	Compulsory air/spring suspended, adjustable driver seat		
Colour	Brilliant White		
PTO	Close coupling to transmission		
Specifications	Heavy duty, single speed.		
Engagement	PTO activated electrically or pneumatically		
Speed ratio	PTO speed shall be a minimum of 75% of engine speed. And maximum 1:1.		
Fail Safe	A failsafe system to be incorporated to prevent vehicle to be driven with PTO engaged.		
Warning Light	A large, red warning light fitted on dashboard to indicate that PTO is engaged.		
HYDRAULICS	Cylinder and pump system adequate to lift load body with full load.		
LOAD BODY	Constructed by accredited body builder. Attach documentary NaTIS proof		
Detailed drawings and specifications must be submitted with each document	Attached to document		
Steel thickness	Sides 3mm, Floor 5mm		
Load body dimensions	Appr. 4100 x 2500 x 750mm high (rigid sides)		
Material	Rust treated steel. Floor panels of 3CR12 or Corten		

Initial_____

ITEM PARTICULARS (continued)	MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
Tailgate	Top Hinged with <u>extended height</u> , Automatically open and close		
Under body hoist	Direct thrust		
Color	White		
Control	Cab mounted tip control		
Cab Protector	Extended above cab fitted with rear view aperture, covered with mesh		
Hydraulic tank	3CR12 / Polyurethane. Suction filter and side glass with level indicator		
Safety prop	Fitted		
Ladder	A personnel ladder / step installed at the left rear side.		
West Coast Treatment	West Coast Treatment, Compulsory if load body is not factory fitted. Attach Certificate on delivery		
GUARANTEE Vehicle Guarantee	12 months irrespective km's, all inclusive guarantee		
	2 years / 200 000 km drive train guarantee		
Load body and Hydraulic System	12 Months		
Rust Guarantee Cab	Standard 3 year OR Full West Coast Treatment		
Chassis	12 Months		
Tipper body	Compulsory West Coast Treatment		
West Coast Treatment Specifications	Sandblast to 2,5 blast profile – 50-75µm One coat "High Build" aluminum epoxy primer with 125 µm DFT with Two coats "High Build" Polyurethane Enamel with a total of 125 µm DFT		
Inspection	Allow cost for inspection of Municipal Officials at 3 stages of paint schedule of West Coast Treatment.		
Agency	Due to the sophistication and compliance of vehicles only agents of truck (chassis/cab) manufacturers are allowed to tender. Attach proof of accredited agency		
Accredited Body Builder	The tenderer shall make use of an accredited Body Builder. Attach proof of accreditation.		
SIGNING OFF SPECIFICATIONS	<u>It is compulsory that the LOAD BODY design be submitted to W Olivier for signature and approval prior to manufacture. Delivered vehicles will not be accepted unless the signed approved design is not submitted</u>		

Initial_____

ITEM PARTICULARS (continued)	MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
DELIVERY PERIOD	Items shall be delivered to the Municipality within 16 weeks after reception of formal order.		
Specifications (Compulsory to attach to tender) Vehicle	Detailed, original manufacturer's specifications of vehicle		
Load body specifications	Detailed drawings / specifications		
Body Builder	Documentary Proof of the use of NaTIS accredited body builder (Certificate)		
Agency	Proof that the tenderer is an accredited Agency of Vehicle Manufacturer		
Documentation (Compulsory to provide on delivery)	Original Vehicle Registration papers and proof of licensing, license disc affixed, and number plates fitted		
West Coast Treatment	Load body treatment - Produce certificate on delivery		
Registration	Prior to delivery, the unit must be licensed and registered in the name of Saldanha Bay Municipality. License and number plate affixed in suitable holders. Original Registration papers handed over.		
3 seat configurations	Documentary proof of 3 fitted front seats and seat belts as per manufacturer's specifications reflecting on the license disc.		
Guarantee	Proof of Vehicle guarantee		
Load body	Detailed drawings/specifications, mass distribution diagram of load body		

It is compulsory to comply to all the minimum specifications
It is compulsory to confirm "yes" or "no" on all line items

Initial_____

COMPULSORY TO COMPLETE

VEHICLE DETAILS (As reflected on attached standard manufacturer's specification sheet)

TRUCK MANUFACTURER DETAILED MODEL DESCRIPTION MODEL CODE

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COMPULSORY TO COMPLETE

AGENCY DETAILS (As reflected on attached accredited agency letter)

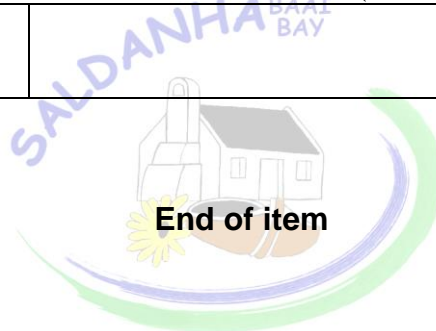
MANUFACTURER TENDERER'S ACCREDITED AGENCY CODE

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COMPULSORY TO COMPLETE (For inspection purposes)

LOAD BODY MANUFACTURER CONTACT DETAILS (tel. number)

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I accept and approve all of the above

.....
SIGNATURE OF TENDERER

Initial_____

ITEM 11: 6X4 TIPPER TRUCK**ESTIMATED QUANTITY: ONE**

ITEM PARTICULARS	MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATION
ENGINE	Minimum Euro 2 compliance		
Power Output (Kw)	Not less than 220 kW		
GROSS VEH. MASS	GVM: Not less than 25 000kg		
PROPULSION	Compulsory 6X4		
	Two drive axles. Tag axles will not be accepted.		
	Dual wheels on each traction hub		
GEARBOX	Manual Synchromesh		
Forward Gears	Minimum Nine (9)		
PTO & Hydraulic Pump.	Required		
BRAKES	ABS Compulsory as standard feature		
CAB	Forward Tilt Cab		
Passengers	Provision for minimum 2 seats in the cab as per standard factory application included in factory specification sheet.		
STEERING ADJUSTMENT	Horizontal Backwards and forward as well as telescopically vertical up and down		
DRIVER SEAT	Compulsory air/spring suspended, adjustable driver seat		
Colour	Brilliant White		
PTO	Close coupling to transmission		
Specifications	Heavy duty, single speed.		
Engagement	PTO activated electrically or pneumatically		
Speed ratio	PTO speed shall be a minimum of 75% of engine speed. And maximum 1:1.		
Fail Safe	A failsafe system to be incorporated to prevent vehicle to be driven with PTO engaged.		
Warning Light	A large, red warning light fitted on dashboard to indicate that PTO is engaged.		
HYDRAULICS	Cylinder and pump system adequate to lift load body with full load		
	Hydraulic tank with level indicator		
LOAD BODY	Constructed by accredited body builder. Attach NaTIS accreditation certificate		
Detailed drawings and specifications must be submitted with each document	Attached to document		
Steel thickness	Sides 3mm, Floor 5mm		
Load body dimensions	Appr. 4900 X 2400 X 900mm high		
Material	Rust treated steel. Floor panels of 3CR12 or Corten		
Tailgate	Top Hinged with extended height, Automatically open and close		
Under body hoist	Direct thrust		
Color	White		

Initial_____

ITEM PARTICULARS (continued)	MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
Control	Cab mounted tip control		
Cab Protector	Extended above cab fitted with rear view aperture, covered with mesh		
Hydraulic tank	3CR12 / Polyurethane. Suction filter and side glass fitted.		
Safety prop	Fitted		
Ladder	A personnel ladder / step installed at the left rear side.		
West Coast Treatment	West Coast Treatment on load body: compulsory if not factory fitted. Attach Certificate on delivery		
GUARANTEE Vehicle Guarantee	12 months irrespective km's, all inclusive guarantee.		
	2 years / 200 000 km drive train guarantee		
Load body and Hydraulic System	12 Months		
Rust Guarantee Cab	Standard 3 year OR Full West Coast Treatment		
Chassis	12 Months		
Load body	Compulsory West Coast Treatment		
West Coast Treatment Specifications	Sandblast to 2,5 blast profile – 50-75µm One coat "High Build" aluminum epoxy primer with 125 µm DFT with Two coats "High Build" Polyurethane Enamel with a total of 125 µm DFT		
Inspection	Allow cost for inspection of Municipal Officials at 3 stages of paint schedule of West Coast Treatment.		
Agency	Due to the sophistication and compliance of vehicles only agents of truck (chassis/cab) manufacturers are allowed to tender. Attach proof of accredited agency		
Accredited Body Builder	The tenderer shall make use of an accredited Body Builder. Attach proof of accreditation		
SIGNING OFF SPECIFICATIONS	<u>It is compulsory that the LOAD BODY design be submitted to W Olivier for signature and approval prior to manufacture. Delivered vehicles will not be accepted unless the signed approved design is not submitted</u>		
DELIVERY PERIOD	Items shall be delivered to the Municipality within 16 weeks after reception of formal order.		
Specifications (Compulsory attach to tender) to Vehicle	Detailed, original manufacturer's specifications of vehicle		
Load body specifications	Detailed drawings / specifications		
Body Builder	Documentary Proof of the use of NaTIS accredited body builder (Certificate)		
Agency	Proof that the tenderer is an accredited Agency of Vehicle Manufacturer		

Initial_____

ITEM PARTICULARS (continued)	MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
Documentation (Compulsory to provide on delivery)	Original Vehicle Registration papers and proof of licensing, license disc affixed, and number plates fitted		
West Coast Treatment	Load body treatment - Produce certificate on delivery		
Registration	Prior to delivery, the unit must be licensed and registered in the name of Saldanha Bay Municipality. License and number plate affixed in suitable holders. Original Registration papers handed over.		
Guarantee	Proof of Vehicle guarantee		
Load body	Detailed drawings/specifications, mass distribution diagram of vehicle		

It is compulsory to comply to all the minimum specifications
It is compulsory to confirm "yes" or "no" on all line items

COMPULSORY TO COMPLETE

VEHICLE DETAILS (As reflected on attached standard manufacturer's specification sheet)

TRUCK MANUFACTURER DETAILED MODEL DESCRIPTION MODEL CODE

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COMPULSORY TO COMPLETE

AGENCY DETAILS (As reflected on attached accredited agency letter)

MANUFACTURER TENDERER'S ACCREDITED AGENCY CODE

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COMPULSORY TO COMPLETE (For inspection purposes)

LOAD BODY MANUFACTURER CONTACT DETAILS (tel. number)

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End of item

I accept and approve all of the above

.....
SIGNATURE OF TENDERER

Initial_____

PART C: SUPPLY AND DELIVERY OF NEW PLANT

SECTION 4.2 (Continued)

COMPULSORY GENERAL SPECIFICATIONS

It is compulsory to confirm yes/no on all line items of specification sheets.

	<u>Comply Yes/NO</u>
Tenderer to ensure that an approved agency (Including dealership and workshop) of the manufacturer (including any attachments / additions) are situated within a minimum radius of <u>180km</u> from Saldanha Bay Municipality head office in Vredenburg as stated per individual item	
Tender Price must include delivery at the Municipal Workshop, Vredenburg	
Items delivered fully assembled, functional and operational	
Detailed, original manufacturer's specifications of all items must be submitted with each tender document. Delivered items must comply to factory specifications	
Compulsory delivery of Complete Operator's Manual/CD included. Tenderer must ensure that cost for manuals are included in the tender price for all engine driven items	
Machines must be delivered and registered in the Name of Saldanha Bay Municipality as first registration	

Compulsory to all tenderers

In view of the sophistication of plant, only the manufacturer or authorized dealers of the **manufacturer** shall be allowed to tender. Tenderers are therefore required to be appointed as authorized dealers of the machine/unit by the manufacturer/importer in writing and **attach proof.** [Letter (Original or certified copy) of Manufacturer or South African Head Office of Manufacturer to be Attached] that they are authorized by the manufacturer as an Agent (Dealer, Spares and Workshop) in respect of the warranty, after sales service, workshop, support and spares supply of the items offered on an official manufacturer's letter head.

It is compulsory to supply approved dealer code below

	<u>Comply Yes/NO</u>
COMPULSORY TO CONFIRM YES/NO	

TENDERER'S NAME

MANUFACTURER'S AGENCY CODE

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TAKE NOTE THAT THE MUNICIPALITY RESERVES THE RIGHT TO VERIFY AGENCY CODES WITH THE MANUFACTIRER

It is compulsory to comply to all the minimum specifications

It is compulsory to confirm "yes" or "no" on all line items

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER

Initial_____

G.P.S. VEHICLE POSITION MONITORING SYSTEM (compulsory)

All items must be supplied with a GPS monitoring system as specified below.

This council currently makes use of Fleet Manager 300 for the monitoring of vehicle positions and for the monitoring of vehicle usage and management. Council already has an FM 300 base station with modems and software installed. So as not to have various alternative monitoring systems in place which have to be studied and maintained, Council has now standardized on Fleet Manager 300 Communicator for fitment to all new vehicles which are added to its fleet.

The tenderer is to supply each vehicle with an approved of complete Fleet Manager 300 Communicator system fitted by a Siemens (VDO) approved specialist prior to delivery. The FM300 supplier and fitment specialist shall have at least 5 years appropriate experience in the fleet monitoring industry.

All enquiries with regards to the approved of suppliers of the Fleet Manager 300 Communicator system must be directed via the manufacturer. The Fleet Manager 300 Communicator must inter alia have the following monitoring capabilities connected and working prior to delivery: -

- (q) FM 300 Engine Management and Monitoring system;
- (r) FM 300 RPM monitoring & reporting;
- (s) FM 300 Oil Pressure monitoring & reporting;
- (t) FM 300 Water Temperature monitoring & reporting;
- (u) FM 300 Water Level monitoring & reporting;
- (v) FM 300 Vehicle service interval monitoring & reporting: -
 - All vehicles are to be supplied with a special clearly visible approved of warning light on the dashboard which must be activated by the FM 300 Communicator when the vehicle is due for a service. The light shall be professionally marked showing that it is a service indicator light. It shall be activated by distance travelled or by hours used as may be required by Council. For cars and LDVs the service light will be activated by distance travelled;
- (w) FM 300 GPS position monitoring and reporting;
- (x) Each vehicle must be **supplied with at least 2 (two) blue FM300 identity keys**

The full VDO FM 300 Communicator system for EACH vehicle must include inter alia: -

VDO FM 300 Communicator kit complete, integrated GSM, GPRS and GPS module complete, SIM card, installation of the complete FM300 as detailed above, **SINGLE** software license for **EACH** vehicle. Any other license or hardware which is required to enable the above to operate effectively and legally shall be included in the above.

NOTE THAT THE FM 300 SYSTEM MUST BE ACTIVE AND INTRODUCED TO THE WEBSITE ON DELIVERY

		<u>Comply</u> <u>Yes/NO</u>
COMPULSORY TO CONFIRM YES/NO		

Initial_____

SECTION 4.3: COMPULSORY DETAILED SPECIFICATION COMPLIANCY STATEMENT

ITEM 12 : HEAVY DUTY 4X4 DIGGER LOADER

ESTIMATED QUANTITY: TWO

ITEM PARTICULARS	MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
GPS SYSTEM	COMPULSORY FITMENT. INCLUDE IN PRICE		
ENGINE	Minimum Euro/Tier 2 standards will be accepted		
Power Output (Kw)	Not less than 72 Kw.		
PROPULTION	4 x 4 (Four wheel drive)		
MASS	Machine Operating weight: Minimum 8400kg		
SPECIFICATIONS: LOADER BUCKET	Multipurpose 4 in 1 bucket with split bucket hydraulic opening/closing function		
Bucket Capacity (Loader)	1m ³ heaped (SAE 1:1 – dry material). Compliance will be tested after delivery.		
Bucket width	Minimum 2300mm		
Cutting edge	Flat edge, bolted without bucket tooth		
Lifting capacity at maximum height	3800kg		
Dumping clearance	2500mm		
Break out Force	65kN		
SPECIFICATIONS: BACK HOE			
Maximum Digging depth	Not less than 4.0m from ground level		
Slew	Minimum 180°		
Side shift	Minimum 1000mm with hydraulic locks.		
Bucket break out Force	Minimum 45kN		
Outriggers	Hydraulic outriggers - operation from inside the cab.		
Boom catch	Boom lock and release safety catch, operated from inside the cab.		
TRANSMISSION	Full hydraulic, <u>automatic</u> power shift with hydraulic clutch packs.		
	Auto control gear / speed selection		
	Minimum of 4 forward gears		
Operation	Electronic gear shift with electrical solenoids		
Maximum Speed	Not less than 35km/h		
DIFF LOCK	Limited slip axle or differential lock fitted on rear axle		
CAB	Full enclosed cab with rear window open and close		
ROPS	Certified Roll over protection		
	Compulsory two entry doors		
	Arm chair seat with minimum 180° slew and operating locks		
	Seat weight and height adjustable		

Initial_____

(Item continued)			
ITEM PARTICULARS	MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
TYRES	Heavy Duty extra thick wall tyres		
	Industrial Grip		
BRAKES	Full Hydraulic, fully enclosed, inboard, oil lubricated multi plate and friction disc brakes		
HAND BRAKE	Brake system on drive shaft		
OTHER ACCESSORIES	Compulsory Audio and visual engine warning system in case of low coolant- and oil fluids, loss of oil pressure and over heating.		
Steering	Forward/backward tilt and up/down telescopic		
Horn	Horn Fitted		
Lights	Front and rear working lights		
Warning Light	Amber flashing strobe light on top of machine.		
	Hazard warning lights		
Alarm	Back up Alarm		
DELIVERY PERIOD	Items shall be delivered to the Municipality within 16 weeks after reception of formal order.		
GUARANTEE Machine Guarantee	Minimum 12 months / 1500h, all inclusive guarantee.		
Specifications (Compulsory to attach to the tender)	Detailed original manufacture's specifications of machine		
Agency	Documentary proof that the tenderer is an accredited agency of the machine manufacturer		
	Proof of Euro II engine compliance		
	Proof of ROPS (Roll over protection). Attach certificate or reflecting in the manufacturer's specification		
Certification (Compulsory on delivery)	Prior to delivery, the unit must be licensed and registered in the name of Saldanha Bay Municipality. License disc and number plate affixed in suitable holders. Original Registration papers handed over on delivery.		
Roadworthy	Machine must be registered to travel on National Roads according to National Roads authority requirements.		
Guarantee	Proof of guarantee		

It is compulsory to comply to all the minimum specifications
It is compulsory to confirm "yes" or "no" on all line items

Initial_____

COMPULSORY TO COMPLETE

MACHINE DETAILS (As reflected on attached standard manufacturer's specification sheet)

MANUFACTURER	DETAILED MODEL DESCRIPTION	MODEL CODE

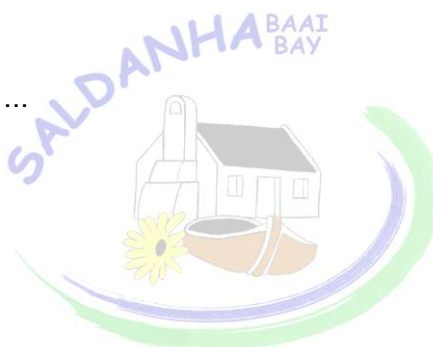
COMPULSORY TO COMPLETE

AGENCY DETAILS (As reflected on attached accredited agency letter)

MANUFACTURER	TENDERER'S ACCREDITED AGENCY CODE

End of item

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER

Initial_____

ITEM 13 : MINIMUM 13 000KG CONSTRUCTION GRADER**ESTIMATED QUANTITY: ONE**

ITEM PARTICULARS	MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
GPS SYSTEM	COMPULSORY FITMENT. INCLUDE IN PRICE		
ENGINE	Minimum 6-cylinder water cooled engine		
Power Output (Kw)	Not less than 95 kW.		
PROPULSION	6 x 4		
MASS	Operating weight: Minimum 13 000kg		
SPECIFICATIONS: BLADE	Minimum 270-degree rotation, hydraulic operated with wear strips		
Blade width	Minimum 3500mm		
Cutting edge	Minimum 19mm thickness		
Cutting angle	Adjustable cutting angle from 25 up to 80 degrees		
Blade Ground clearance	Not less than 400mm		
REAR MOUNTED RIPPER	Compulsory factory fitted rear mounted hydraulic ripper		
TRANSMISSION	Full hydraulic power shift with hydraulic clutch packs.		
	Minimum of 5 forward and 5 reverse gears		
Maximum Speed	Not less than 35km/h		
ARTICULATION	Compulsory machine articulation up to 20 degrees left or right		
AXLE OSCILLATION	Up to 15 degrees left or right		
WHEEL LEAN ANGLE	Up to 15 degrees		
CAB	Full enclosed cab with front and side windows to floor level		
TYRES	Heavy Duty extra thick wall tyres		
	Industrial Grip		
BRAKES	Full Hydraulic, fully enclosed, inboard, oil lubricated multi plate and friction disc brakes on all 4 rear wheels		
HAND BRAKE	Spring loaded fully enclosed oil lubricated multi disc on drive shaft		
OTHER ACCESSORIES	Engine warning system in case of low coolant- and oil fluids, loss of oil pressure and overheating.		
Steering	Forward/backward tilt		
Horn	Horn Fitted		
Lights	Front and rear working lights		
Warning Light	Amber flashing strobe light on top of machine.		
	Hazard warning lights		

Initial_____

ITEM PARTICULARS (continued)	MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
DELIVERY PERIOD	Items shall be delivered to the Municipality within 16 weeks after reception of formal order.		
GUARANTEE Machine Guarantee	Minimum 12 months / 1500h, all-inclusive guarantee.		
Specifications (Compulsory to attach to the tender)	Detailed original manufacture's specifications of machine		
Agency	Documentary proof that the tenderer is an accredited agency of the machine manufacturer		
Certification (Compulsory on delivery)	Prior to delivery, the unit must be licensed and registered in the name of Saldanha Bay Municipality. License disc and number plate affixed in suitable holders. Original Registration papers handed over on delivery.		
Roadworthy	Machine must be registered to travel on National Roads according to National Roads authority requirements.		
Guarantee	Proof of guarantee		

It is compulsory to comply to all the minimum specifications

It is compulsory to confirm "yes" or "no" on all line items

COMPULSORY TO COMPLETE

MACHINE DETAILS (As reflected on attached standard manufacturer's specification sheet)

MANUFACTURER	DETAILED MODEL DESCRIPTION	MODEL CODE

COMPULSORY TO COMPLETE

AGENCY DETAILS (As reflected on attached accredited agency letter)

MANUFACTURER	TENDERER'S ACCREDITED AGENCY CODE

End of item

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER

Initial_____

SECTION 4.4**PRICING AND DELIVERY SCHEDULE****(Each page of the pricing schedule must be signed, if not the bid will be disqualified)**

The Pricing Schedule is attached to the back of this document.
(Section 4.4 continued)

IT IS COMPULSORY TO COMPLETE THE PRICING SCHEDULE
 INCLUDED IN THIS DOCUMENT FOR ALL ITEMS TENDERED FOR.
 NO LETTER HEAD OR ALTERNATIVE PRICE SCHEDULE WILL BE
 ACCEPTED

- IT IS COMPULSORY TO COMPLETE ALL LINE ITEMS OF THE PRICING SCHEDULE TENDERED FOR. NO LINE ITEMS MUST BE LEFT BLANK. LINE ITEMS WHERE THE COST IS INCLUDED IN THE TENDER PRICE, MUST BE INDICATED AS "INCLUDED". LINE ITEMS PROVIDED FREE OF CHARGE MUST BE INDICATED WITH "R0.00". IF THESE PRICING INSTRUCTIONS ARE NOT ADHERED TO, THE TENDER WILL BE FOUND NON-RESPONSIVE.
- ALL PRICES ARE **UNIT** PRICES
- IT IS COMPULSORY TO COMPLY TO ALL THE MINIMUM SPECIFICATIONS PER ITEM
- THE ITEM WILL BE EVALUATED ON THE TOTAL PRICE PER ITEM
- IT IS COMPULSORY TO ADD ALL PRICES TO DETERMINE THE TOTAL. INDIVIDUAL PRICES WILL NOT BE ADDED BY THE MUNICIPALITY. NO PRICE CORRECTIONS WILL BE ACCEPTED AFTER TENDER CLOSURE
- THE MUNICIPALITY RESERVES THE RIGHT TO PURCHASE ANY QUANTITY AS NEEDED
- IT IS COMPULSORY TO CONFIRM THE MAKE AND MODEL AS WELL AS THE **DELIVERY PERIOD ON THE PRICING SCHEDULE**
- THE TENDER PRICE MUST INCLUDE THE SUPPLY, DELIVERY, LICENSING AND REGISTRATION OF NEW VEHICLES / MACHINES DELIVERED WITH FULL FUEL TANK

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER

Initial _____

SECTION 4.5**PRICE ADJUSTMENTS**

Bids shall remain valid and binding for a minimum of 90 days after the tender closure date and the validity extend automatically till the contract is signed if validity goes beyond the number of days indicated. The reason for this is to ensure that the tender is valid till appeals were considered, if received.

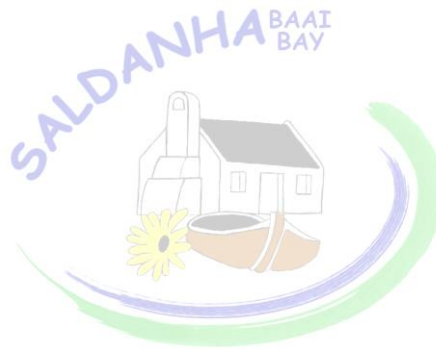
I accept and approve all of the above.

.....
SIGNATURE OF TENDERER



(Compulsory to sign if the tenderer agrees to the fixed price terms)

Initial_____

SECTION 4.6**OMMISSIONS, ALTERATIONS AND ADDITIONS**

Initial_____

SECTION 4.7

SCHEDULE OF VARIATIONS FROM SPECIAL CONDITIONS OF CONTRACT

(Please take note of the 2.5% deduction for Council payment for items as per Clause 1 in the “Special Conditions of Contract” document as well as the affirmation clause under the Price and Delivery Schedule.

Should your company **BE WILLING TO PROVIDE THE 2.5% deduction for payment within 30 days** as per the payment clause in the Conditions of Contract, then **complete the following**.

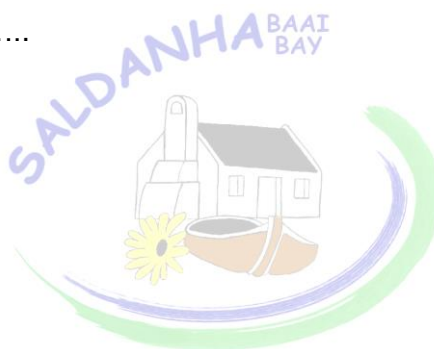
YES, my company **IS WILLING TO HAVE THE 2.5%** taken off of the payment of the items even though the 2.5% will not be taken into account in the adjudication of the tender.

Tenderer's signature for acceptance of the 2.5% discount

(Only if tenderer wishes to provide the 2.5% discount)

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER



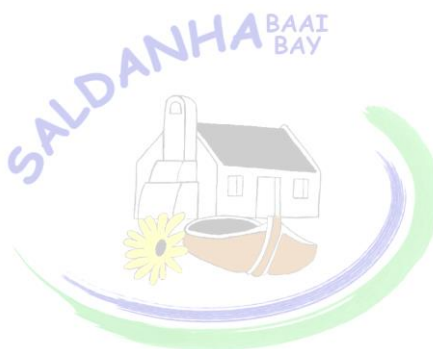
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SECTION 4.8**SUPPORTING DOCUMENTATION FROM TENDERER**

Note: -

(No pricing or pricing adjustment documentation can be attached to the tender
Any pricing or pricing adjustment documentation which is attached by the tenderer will not be
considered

The schedules supplied by Council must be used for all pricing matters.)



Initial_____

SECTION 4.9**MBD 7.1****CONTRACT FORM - PURCHASE OF GOODS/WORKS**

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)

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.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorized to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

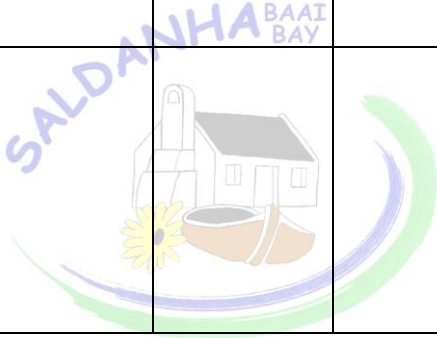
2.

Initial_____

MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS**PART 2 (TO BE FILLED IN BY THE PURCHASER, THE MUNICIPALITY)**

1. I in my capacity as accept your bid under reference number dated for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	TENDERER	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
					

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

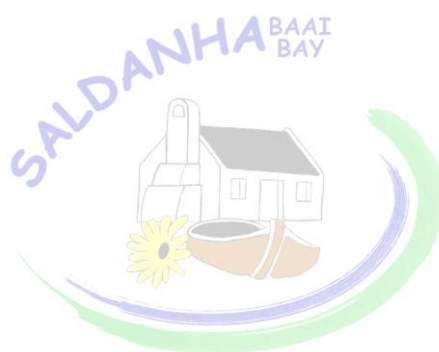
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2.

DATE

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PRICE SCHEDULE

SUPPLY AND DELIVERY OF NEW VEHICLES AND PLANT

ITEM NO.	DESCRIPTION	PRICE PER UNIT, EXCL. VAT <u>(EACH)</u>	MAKE AND MODEL	DELIVERY PERIOD (Weeks)
1	0.5 TON LDV			
	Fitment of GPS System			
	Re-enforced Fibre Glass Canopy			
	TOTAL TENDER PRICE PER UNIT- EXCL VAT			
	VAT @ 15%			
	License Fee & Registration (Non-Vat Item)			
	TOTAL TENDER PRICE PER UNIT - INCL VAT			

ITEM NO.	DESCRIPTION	PRICE PER UNIT, EXCL. VAT <u>(EACH)</u>	MAKE AND MODEL	DELIVERY PERIOD (Weeks)
2	0.5 TON LDV (LAW ENFORCEMENT)			
	Fitment of GPS System			
	Re-enforced Fibre Glass Canopy			
	LED light bar and public address system			
	Law enforcement Decals			
	TOTAL TENDER PRICE PER UNIT- EXCL VAT			
	VAT @ 15%			
	License Fee & Registration (Non-Vat Item)			
	TOTAL TENDER PRICE PER UNIT - INCL VAT			

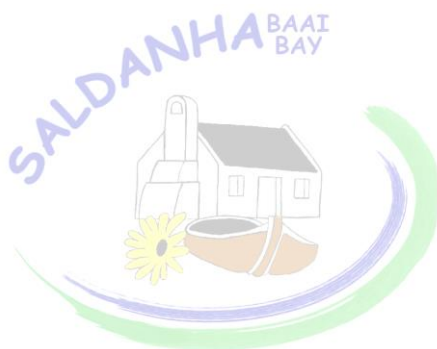
NAME OF TENDERER (THE COMPANY)

SIGNATURE

DATE

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PRICE SCHEDULE (continued)
SUPPLY AND DELIVERY OF NEW VEHICLES AND PLANT

ITEM NO.	DESCRIPTION	PRICE PER UNIT, EXCL. VAT (EACH)	MAKE AND MODEL	DELIVERY PERIOD (Weeks)
3	MINIMUM 90kW TRAFFIC CAR			
	Fitment of GPS System			
	LED light bar and public address system			
	Law enforcement Decals			
	TOTAL TENDER PRICE PER UNIT- EXCL VAT			
	VAT @ 15%			
	License Fee & Registration (Non-Vat Item)			
	TOTAL TENDER PRICE PER UNIT - INCL VAT			

ITEM NO.	DESCRIPTION	PRICE PER UNIT, EXCL. VAT (EACH)	MAKE AND MODEL	DELIVERY PERIOD (Weeks)
4	MINIMUM 50kW TRAFFIC CARS			
	Fitment of GPS System			
	LED light bar and public address system			
	Law enforcement Decals			
	TOTAL TENDER PRICE PER UNIT- EXCL VAT			
	VAT @ 15%			
	License Fee & Registration (Non-Vat Item)			
	TOTAL TENDER PRICE PER UNIT - INCL VAT			

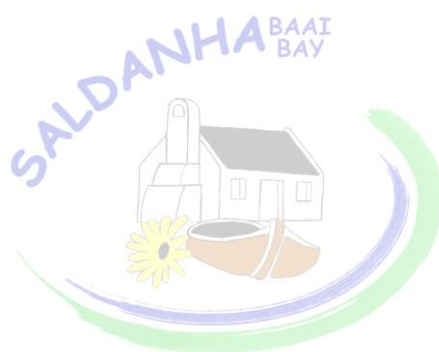
NAME OF TENDERER (THE COMPANY)

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PRICE SCHEDULE (continued)

SUPPLY AND DELIVERY OF NEW VEHICLES AND PLANT

ITEM NO.	DESCRIPTION	PRICE PER UNIT, EXCL. VAT (EACH)	MAKE AND MODEL	DELIVERY PERIOD (Weeks)
5	SMALL CAR MINIMUM 50kW			
	Fitment of GPS System			
	TOTAL TENDER PRICE PER UNIT- EXCL VAT			
	VAT @ 15%			
	License Fee & Registration (Non-Vat Item)			
	TOTAL TENDER PRICE PER UNIT - INCL VAT			

ITEM NO.	DESCRIPTION	PRICE PER UNIT, EXCL. VAT (EACH)	MAKE AND MODEL	DELIVERY PERIOD (Weeks)
6	1.3 TON DOUBLE CAB LDV (FLAT DECK)			
	Fitment of GPS System			
	Re-enforced Fibre Glass Half Door Canopy			
	Heavy duty tow bar with ball and pin hitch			
	TOTAL TENDER PRICE PER UNIT- EXCL VAT			
	VAT @ 15%			
	License Fee & Registration (Non-Vat Item)			
	TOTAL TENDER PRICE PER UNIT - INCL VAT			

NAME OF TENDERER (THE COMPANY)

SIGNATURE

DATE

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PRICE SCHEDULE (continued)

SUPPLY AND DELIVERY OF NEW VEHICLES AND PLANT

ITEM NO.	DESCRIPTION	PRICE PER UNIT, EXCL. VAT (EACH)	MAKE AND MODEL	DELIVERY PERIOD (Weeks)
7	1.3 TON LDV TIPPER (FLAT DECK)			
	Fitment of GPS System			
	Heavy duty tow bar with ball and pin hitch			
	TOTAL TENDER PRICE PER UNIT- EXCL VAT			
	VAT @ 15%			
	License Fee & Registration (Non-Vat Item)			
	TOTAL TENDER PRICE PER UNIT - INCL VAT			

ITEM NO.	DESCRIPTION	PRICE PER UNIT, EXCL. VAT (EACH)	MAKE AND MODEL	DELIVERY PERIOD (Weeks)
8	ONE TON 4X2 LDV for Electrical Maintenance			
	Fitment of GPS System			
	Full aluminium canopy with toolboxes and roof rack as per specifications			
	Heavy duty tow bar with ball and pin hitch			
	TOTAL TENDER PRICE PER UNIT- EXCL VAT			
	VAT @ 15%			
	License Fee & Registration (Non-Vat Item)			
	TOTAL TENDER PRICE PER UNIT - INCL VAT			

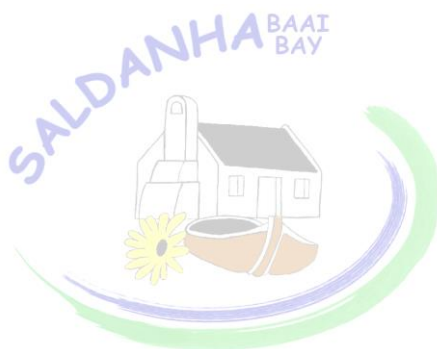
NAME OF TENDERER (THE COMPANY)

SIGNATURE

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PRICE SCHEDULE (continued)

SUPPLY AND DELIVERY OF NEW VEHICLES AND PLANT

ITEM NO.	DESCRIPTION	PRICE PER UNIT, EXCL. VAT (EACH)	MAKE AND MODEL	DELIVERY PERIOD (Weeks)
9	ONE TON 4X2 LDV			
	Fitment of GPS System			
	Re-enforced Fibre Glass Canopy			
	Heavy duty tow bar with ball and pin hitch			
	TOTAL TENDER PRICE PER UNIT- EXCL VAT			
	VAT @ 15%			
	License Fee & Registration (Non-Vat Item)			
	TOTAL TENDER PRICE PER UNIT - INCL VAT			

ITEM NO.	DESCRIPTION	PRICE PER UNIT, EXCL. VAT (EACH)	MAKE AND MODEL	DELIVERY PERIOD (Weeks)
10	8 TON TIPPER TRUCK including tipper body and hydraulics			
	Fitment of GPS System			
	TOTAL TENDER PRICE PER UNIT- EXCL VAT			
	VAT @ 15%			
	License Fee & Registration (Non-VAT Item)			
	TOTAL TENDER PRICE PER UNIT - INCL VAT			

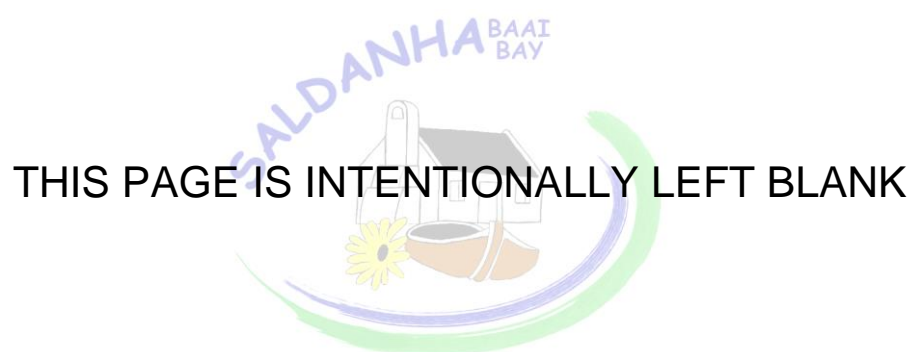
ITEM NO.	DESCRIPTION	PRICE PER UNIT, EXCL. VAT (EACH)	MAKE AND MODEL	DELIVERY PERIOD (Weeks)
11	6 X 4 TIPPER TRUCK including tipper body and hydraulics			
	Fitment of GPS System			
	TOTAL TENDER PRICE PER UNIT- EXCL VAT			
	VAT @ 15%			
	License Fee & Registration (Non-VAT Item)			
	TOTAL TENDER PRICE PER UNIT - INCL VAT			

NAME OF TENDERER (THE COMPANY)

SIGNATURE

DATE

Initial_____



PRICE SCHEDULE (continued)

SUPPLY AND DELIVERY OF NEW VEHICLES AND PLANT

ITEM NO.	DESCRIPTION	PRICE PER UNIT, EXCL. VAT (EACH)	MAKE AND MODEL	DELIVERY PERIOD (Weeks)
12	4X4 DIGGER LOADER			
	Fitment of GPS System			
	4 IN ONE multi-purpose hydraulic split bucket			
	TOTAL TENDER PRICE PER UNIT- EXCL VAT			
	VAT @ 15%			
	License Fee & Registration (Non-Vat Item)			
	TOTAL TENDER PRICE PER UNIT - INCL VAT			

ITEM NO.	DESCRIPTION	PRICE PER UNIT, EXCL. VAT (EACH)	MAKE AND MODEL	DELIVERY PERIOD (Weeks)
13	13 000KG Construction Grader			
	Fitment of GPS System			
	Heavy duty rear-mounted Ripper			
	TOTAL TENDER PRICE PER UNIT- EXCL VAT			
	VAT @ 15%			
	License Fee & Registration (Non-Vat Item)			
	TOTAL TENDER PRICE PER UNIT - INCL VAT			

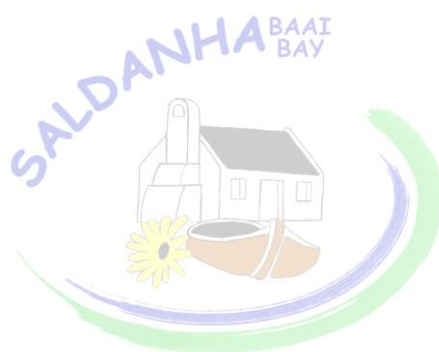
NAME OF TENDERER (THE COMPANY)

SIGNATURE

DATE

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SECTION 4.10

ANNEXURE A

DOCUMENTS TO ATTACH TO THE TENDER

IT IS COMPULSORY TO ATTACH ALL REQUESTED DOCUMENTATION OF ALL ANNEXURES BELOW AFTER EACH PAGE

NAME OF TENDERER:

ENSURE THAT THE TENDER DOCUMENT IS NEATLY AND SECURELY BOUND. FOLLOWING THE TENDER DOCUMENT, ATTACH ALL COMPULSORY REQUIRED DOCUMENTS TO THE BACK OF EACH ANNEXURE PAGE AS REQUESTED

- **Do not insert pages between the tender document. It is not allowed.**
- Attach all documentation to the back of each Annexure category
- The Annexures must be re-assembled according to page numbers
- Write the name of the tenderer in Black ink on the top of each page.
- The tender document requirements will govern if a document required in the tender document is, by mistake, not included in the Annexure pages (attachment) schedule.
- Please attach documents in the same sequence requested per line item.

Attach directly after this page the following:

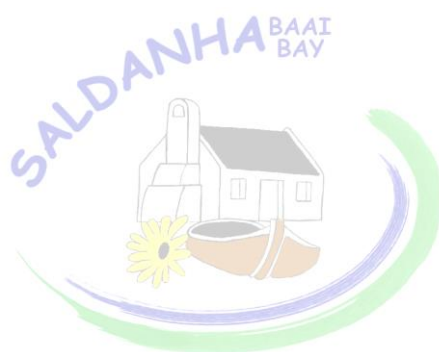
- Valid SARS certificate
- Valid, original OR originally certified BBBEE certificate
- **Latest Municipal Account / lease agreement of company (The tenderer)**
- **Latest Municipal Accounts / lease agreements of residence of all directors as noted in the MBD 8**
- ID Documents of owners or/and directors
- CIPRO documents (Company Registration Forms)
- Resolution of signatory to tender on behalf of the company
- **THREE YEAR FINANCIAL STATEMENTS OF THE COMPANY (TENDERER)**

I confirm that all requested documents are attached

.....
Signature of tenderer

Initial_____

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ANNEXURE B

NAME OF TENDERER:

SUPPLY AND DELIVERY OF NEW LIGHT VEHICLES

- ITEM 1: 0.5 TON LDV
- ITEM 2: 0.5 TON LDV (LAW ENFORCEMENT)
- ITEM 3: TRAFFIC VEHICLES MINIMUM 90KW
- ITEM 4: TRAFFIC PATROL VEHICLES MINIMUM 50KW
- ITEM 5: SMALL CAR
- ITEM 6: 1.3 TON DOUBLE CAB LDV
- ITEM 7: 1.3 TON SINGLE CAB LDV TIPPER
- ITEM 8: LDV FOR ELECTRICAL CONSTRUCTION
- ITEM 9: 1 TON LDV

IT IS COMPULSORY TO ATTACH THE FOLLOWING DOCUMENTATION TO THE TENDER

Attach directly after this page the following:

- Detailed, manufacturer's specifications of vehicles for ALL items tendered for, verifying all specifications as requested
- Proof that the tenderer is an accredited Agency of the Vehicle Manufacturer. Attach agency (Accredited Parts, Sales, workshop, guarantee and after sales service) confirmation letter from the manufacturer on an official letter head of the manufacturer

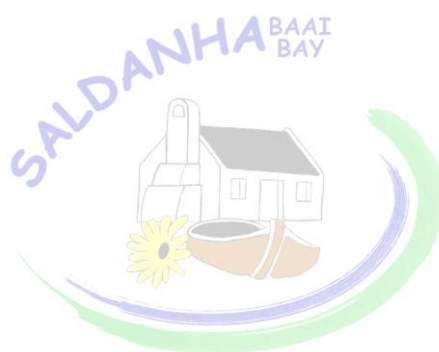
It is compulsory that all items comply to all the minimum specifications.

I confirm that all requested documents are attached

.....
Signature of tenderer

Initial_____

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ANNEXURE C

NAME OF TENDERER:

SUPPLY AND DELIVERY OF NEW HEAVY VEHICLES

ITEM 10 : 8 TON TIPPER

ITEM 11 : 6X4 TIPPER

IT IS COMPULSORY TO ATTACH THE FOLLOWING DOCUMENTATION TO THE TENDER

Attach directly after this page the following:

- Proof that the tenderer is an accredited Agency of the Truck (Chassis/cab) Manufacturer. Attach agency (Accredited Parts, Sales, workshop, guarantee and after sales service) confirmation letter from the manufacturer on an official letter head of the manufacturer
- Detailed, manufacturer's specifications of ALL trucks, verifying all specifications as requested
- Proof of NaTIS accredited Body builder / Tank builder. Attach certificate
- Tipper Body drawings / specifications / load distribution diagram

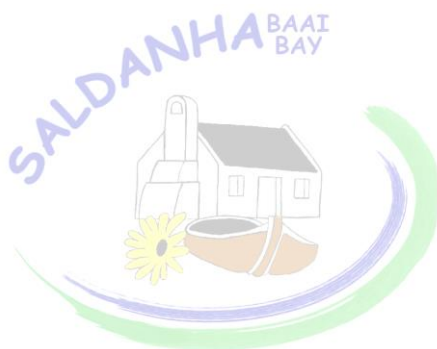
It is compulsory that all items comply to the minimum specifications.

I confirm that all requested documents are attached

.....
Signature of tenderer

Initial_____

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ANNEXURE D

NAME OF TENDERER:

SUPPLY AND DELIVERY OF NEW PLANT

ITEM 12: 6X4 DIGGER LOADER

ITEM 13: 13 000kg CONSTRUCTION GRADER

IT IS COMPULSORY TO ATTACH THE FOLLOWING DOCUMENTATION TO THE TENDER

Attach directly after this page the following:

- Detailed, manufacturer's specifications of plant for ALL the items tendered for, verifying all specifications as requested
- Proof of accredited Agency of the Machine Manufacturer. Attach agency (Accredited Parts, Sales, workshop, guarantee and after sales service) confirmation letter from the manufacturer on an official letter head of the manufacturer
- Proof of load test and ROPS provided on delivery (Item 12)

It is compulsory that all items comply to the minimum specifications.

I confirm that all requested documents are attached

.....
Signature of tenderer

Initial_____