



TENDER NO.: 8/2/1/464

PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF NEW OR RENTAL MOTOR VEHICLE AND YELLOW EQUIPMENT, WITH MUNICIPAL BRANDING AND INSTALLED TRACKING SYSTEM AND OTHER EQUIPMENT THAT MAY BE REQUIRED, FOR A PERIOD OF 36 MONTHS.

NAME OF TENDERER:	
Total Bid Price (Inclusive of VAT)	

PREPARED AND ISSUED BY:

Directorate: Finance:
Supply Chain Management Unit
Abaqulusi Municipality
PO Box 57, Vryheid, 3100

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

Carin Birkenstock
Acting Manager: Fleets
Tel. Number: 034 9822133 ext
2348



TENDER DETAILS					
TENDER NUMBER:	8/2/1/464				
TENDER TITLE:	PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF NEW OR RENTAL MOTOR VEHICLE AND YELLOW EQUIPMENT, WITH MUNICIPAL BRANDING AND INSTALLED TRACKING SYSTEM AND OTHER EQUIPMENT THAT MAY BE REQUIRED, FOR A PERIOD OF 36 MONTHS.				
CLOSING DATE:	21 MARCH 2022	CLOSING TIME:	12H00		
SITE MEETING:	DATE:	N/A	TIME:		COMPULSORY:
SITE MEETING ADDRESS:	MUNICIPAL BUILDING, 112 MASSON STREET, VRYHEID 3100				
CIDB GRADING REQUIRED:	NO	LEVEL AND CATEGORY:	N/A		
BID BOX NO:	1 OR 2	SITUATED AT: Abaqulusi Municipal Building, Corner of Mark & High Street, Vryheid The bid box is generally open 24 hours a day, 7 days a week.			
OFFER TO BE VALID FOR:	90	DAY FROM THE CLOSING DATE OF BID.			
TENDERER DETAILS					
NAME OF TENDERER:					
NAME OF CONTACT PERSON:					
PHYSICAL ADDRESS:		POSTAL ADDRESS:			
TELEPHONE #:		FAX NO.			
E-MAIL ADDRESS:					
DATE:					
SIGNATURE OF TENDERER:					
CAPACITY UNDER WHICH THIS BID IS SIGNED:					
PLEASE NOTE: 1. Tenders that are deposited in the incorrect box will not be considered. 2. Tender box deposit slot is 28cm x 2.5cm. 3. Mailed, telegraphic or faxed tenders will not be accepted. 4. If the bid is late, it will not be accepted for consideration. 5. Bids may only be submitted on the Bid Documentation provided by the Municipality.					
ENQUIRIES MAY BE DIRECTED TO:					
	ENQUIRIES REGARDING BID PROCEDURES		TECHNICAL ENQUIRIES		
CONTACT PERSON:	Phumelele Nxumalo		Carin Birkenstock		
TEL. #	034 9822133 ext 2285		034 9822133		



CONTENTS

	PAGE NUMBER
PART A – ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY	4
1. CHECKLIST	5
2. TENDER NOTICE & INVITATION TO TENDER	6
3. AUTHORITY TO SIGN A BID.....	9
4. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT	11
5. GENERAL CONDITIONS OF TENDER	20
6. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS	22
7. MBD 4 – DECLARATION OF INTEREST	23
8. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 – PURCHASES/SERVICES (90/10)	26
MBD6. 2 - DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS	31
9. MBD 8 – DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES.....	37
10. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION	39
11. MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES.....	41
12. MBD 16 – KEY PERFORMANCE INDICATORS	42
PART B – SPECIFICATIONS AND PRICING SCHEDULE.....	43
13. SPECIFICATIONS	44
14. PRICING SCHEDULE AND BILL OF QUANTITIES.....	45
15. MBD 7.1. – CONTRACT FORM - PURCHASE OF GOODS.....	Error! Bookmark not defined.
16. DECLARATION BY TENDERER	89



PART A

ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY



1. CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:

Authority to Sign a Bid Is the form duly completed and is a certified copy of the resolution attached?	Yes	No
Tax Clearance Certificate Is an ORIGINAL and VALID Tax Clearance Certificate attached?	Yes	No
MBD 4 (Declaration of Interest) Is the form duly completed and signed?	Yes	No
MBD 6.1 (Preference Points claim form for purchases/services) Is the form duly completed and signed? Is a CERTIFIED copy of the B-BBEE Certificate or the original B-BBEE Certificate attached?	Yes	No
MBD 6.2 (Declaration Certificate for local production and Content for designated sectors)	Yes	No
MBD 8 (Declaration of Past Supply Chain Practices) Is the form duly completed and signed?	Yes	No
MBD 9 (Certificate of Independent Bid Determination) Is the form duly completed and signed?	Yes	No
MBD 15 (Certificate of Payment of Municipal Accounts) Is the form duly completed and signed? Are the Identity numbers, residential addresses and municipal account numbers of ALL members, partners, directors, etc. provided on the form as requested?	Yes	No
MBD16 (Key Performance Indicators) Is the form duly completed and signed?	Yes	No
Specifications Is the form duly completed and signed?	Yes	No
Pricing Schedule Is the form duly completed and signed?	Yes	No
MBD 7.1 (Contract form – Goods) Is the form duly completed and signed?	Yes	No
DATA BASE REGISTRATION Is the form duly completed and signed? Are ALL the supporting documents attached?	Yes	No

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



2. TENDER NOTICE & INVITATION TO TENDER

TENDER NO. 8/2/1/464

PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF NEW OR RENTAL MOTOR VEHICLE AND YELLOW EQUIPMENT, WITH MUNICIPAL BRANDING AND INSTALLED TRACKING SYSTEM AND OTHER EQUIPMENT THAT MAY BE REQUIRED, FOR A PERIOD OF 36 MONTHS.

Bids are hereby invited from authorised dealers and / or financial institutions registered on the Central Supplier Database for the supply and delivery of new OR rental motor vehicles and yellow equipment with Municipal branding and installed tracking system and other equipment that may be required.

Due to current COVID – 19 challenges we encourage suppliers to get Bids documents on E-tenders (www.e-tenders.gov.za) as from the **18 FEBRUARY 2022**.

Sealed tenders, with: **Tender No. "8/2/1/464 : PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF NEW OR RENTAL MOTOR VEHICLE AND YELLOW EQUIPMENT, WITH MUNICIPAL BRANDING AND INSTALLED TRACKING SYSTEM AND OTHER EQUIPMENT THAT MAY BE REQUIRED, FOR A PERIOD OF 36 MONTHS."** clearly endorsed on the envelope, must be deposited in **Tender Box** at the offices of the Abaqulusi Municipality, corner of Mark & High Street Vryheid. Bids may only be submitted on the bid documentation issued by Abaqulusi Municipality.

The closing date and time of the tender is on **21 MARCH 2022** at **12h00** and tenders will be opened in public at the Municipal Council Chamber. **Tenders must be valid for 90 days** after the closing date. Tenders shall be evaluated in terms of the Preferential Procurement Regulations, 2011 and bidders may claim preference points in terms of their B-BBEE status level of contribution. The Abaqulusi Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept any tender, as it may deem expedient. Tenders are subject to the **General Conditions of Contract** and the **Supply Chain Management Policy** of the Abaqulusi Municipality. Please refer enquiries to **Mrs. C. Birkenstock** at telephone number: **034 9822133**

CONDITIONS:

No awards will be made to a person:

- ❖ Who is not registered on the Central Supplier Data base
- ❖ Who is in the service of the state
- ❖ Relevant experience with reference letter must be provided
- ❖ If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state , and / or
- ❖ Who is an advisor or consultant contracted with the Municipality or municipal entity
- ❖ MBD 6.2 must be fill in with its Annexure C, D & E
- ❖ Fill in all the Municipal Bidding Documents (MBD'S) failure to do so will automatically disqualify.
- ❖ Service Providers should be on Municipal Data Base if not please collect data base forms at SCM Office or down load them from Municipal website (www.abaqulusi.gov.za) and submit them with your proposal document.

The Municipality reserves the right to withdraw any invitation to bid and / or to re- advertise or to reject any bid or to accept a part of it. The municipality does not bind itself to accept the lowest bid or award a contract to the bidder scoring the highest number of points.

MINIMUM REQUIREMENTS

The following documents have to be attached:

- ❖ Central Supplier Data base registration report (Detailed / Summary)
- ❖ Valid copy of company registration document
- ❖ Certified B- BBEE Certificate from registered accountant is required or original Sworn Affidavit from Commissioner of Oath.
- ❖ Relevant experience with reference letter must be provided
- ❖ Fully Completed all the MBD'S on the tender document
- ❖ Fully completed tender document (bidder will be disqualified for incomplete document)
- ❖ All items will be evaluated in terms of functionality and those failing to score 70% or more will be disqualified. The functionality criteria consist of: Experience applicable to last 3 years, Locality and Company Experience.
- ❖ Original certified copy of Registration certificate of the relevant service
- ❖ Late bids will not be accepted,
- ❖ This tender will be valid for a period of 90 days after the closing date
- ❖ This tender must only be submitted on the documentation provided by Abaqulusi Municipality (Original document)
- ❖ A Certified current account in terms of water and electricity / rates and taxes obtainable from your local municipality



- ❖ must be submitted not older than three months or lease agreement
- ❖ Certified copies of identity documents of directors and owners of the company must be submitted
- ❖ Failure to comply with these minimum requirements will result in immediate disqualification of the bid.

For more SCM enquiries please contact Supply Chain Management office at scm@abagulusi.gov.za.

No bids will be accepted from a person in the service of the state and whose Tax Matters are Non Compliant

The Abaqulusi Local Municipality does not bind itself to accepting the lowest, or any bid, either wholly or in part or give any reason for such action.

MPE MTHEMBU

ACTING MUNICIPAL MANAGER

NOTECE NO:09/ 2022



A CERTIFICATE OF ATTENDANCE AT BRIEFING MEETING

This is to certify that (Bidders)of
(address).....

.....W
as represented by the person (s) named below at the compulsory meeting held for all bidders at Abaqulusi

Local Municipality onstarting at

I/We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the goods / services specified in the tender document in order for me/ us to take account of everything necessary when compiling our rates and prices included in the tender.

PARTICULARS OF PERSON(S) ATTENDING THE MEETING:

NAME:..... SIGNATURE.....

CAPACITY:.....

NAME:.....SIGNATURE.....

CAPACITY:.....

ATTENDANCE OF THE ABOVE PERSONS(S) AT THE MEETING IS CONFIRMED BY THE EMPLOYER'S REPRESENTATIVE, NAMELY:

NAME:.....SIGNATURE.....

CAPACITY.....DATE AND TIME.....

NO BID WILL BE ACCEPTED FROM THE PERSON IN THE SERVICE OF THE STATE

**3. AUTHORITY TO SIGN A BID****1. COMPANIES AND CLOSE CORPORATIONS**

- 1.1. If a Bidder is a **COMPANY**, a certified copy of the resolution by the board of directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company **must be submitted with this bid**, that is, before the closing time and date of the bid
- 1.2. In the case of a **CLOSE CORPORATION (CC)** submitting a bid, a **resolution by its members**, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid**.

PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE FINANCIAL INSTITUTION / COMPANY/ MEMBERS OF THE CC

Date Resolution was taken	
Resolution signed by (name and surname)	
Capacity	
Name and surname of delegated Authorised Signatory	
Capacity	
Specimen Signature	

Full name and surname of ALL Director(s) / Member (s)			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
Is a CERTIFIED COPY of the resolution attached?		YES	NO
SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

2. SOLE PROPRIETOR (SINGLE OWNER BUSINESS)

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

SIGNATURE:		DATE:	
PRINT NAME:			



WITNESS 1:		WITNESS 2:	
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3. PARTNERSHIP

We, the undersigned partners in the business trading as _____ hereby authorize Mr/Ms _____ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

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

Full name of partner		Signature	
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

4. CONSORTIUM

We, the undersigned consortium partners, hereby authorize _____ (Name of entity) to act as lead consortium partner and further authorize Mr./Ms. _____ To sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and signed by each member:

Full Name of Consortium Member	Role of Consortium Member	% Participa-tion	Signature
SIGNED ON BEHALF OF PARTNER-SHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	



4. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of 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.
- 1.13. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.14. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.15. "GCC" means the General Conditions of Contract.
- 1.16. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.17. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

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- 1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.19. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21. "Project site" where applicable, means the place indicated in bidding documents.
- 1.22. "Purchaser" means the organization purchasing the goods.
- 1.23. "Republic" means the Republic of South Africa.
- 1.24. "SCC" means the Special Conditions of Contract.
- 1.25. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.27. "Tort" means in breach of contract.
- 1.28. "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.29. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. Invitations to bid are usually published in locally distributed news media and on the municipality / municipal entity website.

4. Standards

- 4.1. Financial services cost shall be specified in detail.
- 4.2. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

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5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

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- 8.5. Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

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

10. Delivery

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the documents and terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified.
- 10.2 The delivery will be accompanied by an electronic and hard copy item list with the following listed: Item Description, Make, Model, first date of registration, License disk date, Engine No, VIN No, pre delivery inspection date, inspector name, contact details.

11. Insurance

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

12. Transportation

Should a price other than an all-inclusive delivered price be required, this shall be specified clearly on every item and in the finale pricing.

13. Incidental

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

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- 13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- 13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Service, Maintenance, Warranty claims and supply of Spare parts.

- 14.1. Service, Maintenance and Warranty claims must all be supported by a Service Agent located within Abaqulusi Municipal area.
 - 14.1.1 Such Service agent must notify Abaqulusi of services due in advance to ensure on time servicing of vehicles and equipment.
 - 14.1.2 All maintenance issue will be handled by the appointed service agent.
 - 14.1.2 All warranty claims will be done by the appointed agent service agent.
- 14.2. As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the appointed service agent:
 - 14.2.1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
 - 14.2.2. in the event of termination of production of the spare parts:
 - 14.2.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - 14.2.2.2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1. The supplier warrants that the vehicles, machinery and equipment 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 sixty (60) months (or if different must be clearly specified on the item) 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, unless clearly specified otherwise in SCC.
- 15.3. The appointed service agent shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.

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- 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 by the purchaser **no later than thirty (30)** days after submission of an **invoice, statement** or claim by the supplier in co-operation with the Financial institution supplying the funding
- 16.4. Payment will be made in Rand unless otherwise stipulated.

17. Prices

Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, the tendered price must be valid for 90 days.

18. Variation orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

22. Penalties

Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calcu-

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lated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - 23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or
 - 23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchase actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
 - 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
 - 23.6.2. the date of commencement of the restriction
 - 23.6.3. the period of restriction; and
 - 23.6.4. the reasons for the restriction.

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

24. Anti-dumping and countervailing duties and rights

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

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sional 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

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

27. Settlement of Disputes

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

28. Limitation of liability

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

29. Governing language

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

30. Applicable law

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The contract shall be interpreted in accordance with South African laws, unless otherwise specified by Municipal By-laws or Policies.

31. Notices

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

32. Taxes and duties

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

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices.

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

General Conditions of Contract (revised July 2010)

Initial:



5. GENERAL CONDITIONS OF TENDER

1. Sealed tenders, with the “**Tender Number and Title**” clearly endorsed on the envelope, must be deposited in the **tender box indicated** at the offices of the Abaqulusi Municipality, Corner of Mark & High Street Vryheid 3100.

PLEASE NOTE:

Tenders that are deposited in the incorrect box will not be considered.

Tender box deposit slot is 28cm x 2.5cm.

Mailed, telegraphic or faxed tenders will not be accepted.

Documents may only be completed in black ink.

The use of correction fluid/tape is not allowed.

In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.

Alterations or deletions not signed by the Tenderer may render the tender invalid.

All bids must be submitted in writing on the official forms supplied (not to be re-typed)

All prices shall be quoted in South African currency and be **INCLUSIVE of VAT**.

Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.

Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.

A separate Tender box is provided for the reception of Tenders and no Tender will be considered which, subsequent to the closing hour for Tenders, may be found in another box.

Tenders shall be opened in public at the Abaqulusi Municipal Council Chambers as soon as possible after the closing time for the receipt of tenders.

The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; **ALTERNATIVELY;**

That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.

The tenderer shall declare **all** the Municipal account numbers in the Abaqulusi Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-responsible.

This bid will be evaluated and adjudicated according to the following criteria:

- 1.1. Relevant specifications
- 1.2. Value for money
- 1.3. Capability to execute the contract
- 1.4. PPPFA & associated regulations
- 1.5. Availability of Service and Maintenance Agent within Abaqulusi Municipal area.

[insert any other criteria]

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1. Invoices

All invoices must be forwarded to the following address:

Abaqulusi Municipality
PO Box 57
Vryheid, 3100

2. Value-Added Tax (VAT)

- a. Tax invoices are to comply with the requirements as contained in the Value Added Tax Act, Act 89 of 1991. The content of the invoice must contain sufficient information for audit purposes.
- b. It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.
- c. The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3,000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005.
- d. The VAT registration number of the Municipality is 4000791881.

3. Standard Payment Terms

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

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6. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

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7. MBD 4 – DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the 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 favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:

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

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

1. a member of –
 - i. any municipal council;
 - ii. any provincial legislature; or
 - iii. the National Assembly or the National Council of Provinces;
2. a member of the board of directors of any municipal entity;
3. an official of any municipality or municipal entity;
4. 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);
5. a member of the accounting authority of any national or provincial public entity; or
6. 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.



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



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

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

4. DECLARATION

I, the undersigned (name) _____,
 certify that the information furnished in paragraph 3 above is correct.
 I accept that the state may act against me should this declaration prove to be false.

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

³ MSCM Regulations: "in the service of the state" means to be –

1. a member of –
 2. any municipal council;
 3. any provincial legislature; or
 4. the National Assembly or the National Council of Provinces;
5. a member of the board of directors of any municipal entity;
6. an official of any municipality or municipal entity;
7. 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);
8. a member of the accounting authority of any national or provincial public entity; or
9. an employee of Parliament or a provincial legislature.
- 10.



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

NB:

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

1. GENERAL CONDITIONS

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

- 1.1.1. the 80/20 system for requirements with a Rand value of up to R50,000,000 (all applicable taxes included); and
- 1.1.2. 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 exceed R50, 000,000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.

1.3. Preference points for this bid shall be awarded for:

- 1.3.1. Price; and
- 1.3.2. B-BBEE Status Level of Contribution.

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

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

1.5. Failure on the part of a bidder to fill in and/or to sign this form will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

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

2. DEFINITIONS

- 2.1. *“All Applicable Taxes”* includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2. *“B-BBEE”* means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3. *“B-BBEE status level of contributor”* means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4. *“Bid”* means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5. *“Broad-Based Black Economic Empowerment Act”* means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);



- 2.6. “*Comparative Price*” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7. “*Consortium or Joint Venture*” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8. “*Contract*” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9. “*EME*” means any enterprise with an annual total revenue of R5 million or less (except where Sector Charter Thresholds apply);
- 2.10. “*Firm Price*” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11. “*Functionality*” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12. “*Non-firm Prices*” means all prices other than “firm” prices;
- 2.13. “*Person*” includes a juristic person;
- 2.14. “*Rand Value*” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15. “*Sub-contract*” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16. “*Total Revenue*” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.17. “*Trust*” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18. “*Trustee*” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

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



4. POINTS AWARDED FOR PRICE

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

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

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

Where:

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

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

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

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

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



6. BID DECLARATION

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

6.1.1. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1	
6.1.1.1. B-BBEE Status Level of Contribution as reflected on the B-BBEE Certificate	
6.1.1.2. Points claimed in respect of Level of Contribution (maximum of 10 or 20 points)	

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

7. SUB-CONTRACTING

7.1. Will any portion of the contract be sub-contracted? <i>(Tick applicable box)</i>	YES		NO	
7.1.1. If yes, indicate:				
7.1.1.1. what percentage of the contract will be subcontracted?				
7.1.1.2. the name of the sub-contractor?				
7.1.1.3. the B-BBEE status level of the sub-contractor?				
7.1.1.4. whether the sub-contractor is an EME? <i>(Tick applicable box)</i>	YES		NO	

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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



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:

- 9.1. The information furnished is true and correct;
- 9.2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- 9.3. In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- 9.4. If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - 9.4.1. disqualify the person from the bidding process;
 - 9.4.2. recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - 9.4.3. 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;
 - 9.4.4. 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
 - 9.4.5. forward the matter for criminal prosecution

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



FOR INFORMATION PURPOSES ONLY

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

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

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

2. BIDDERS OTHER THAN EMEs

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



DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

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

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

The SABS approved technical specification number SATS 1286:2011 is accessible on Error! Hyperlink reference not valid.[http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial-development/ip.jsp) at no cost.



1.6. A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“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.

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



<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

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



LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):
.....

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

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

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

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;



Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Pricing section Vehicles "A" (all inclusive)	
Pricing section Trucks and Trailers "B" (all inclusive)	
Pricing section Heavy Machinery "C" (all inclusive)	
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Please download the Annexure C, D & E



9. MBD 8 – DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal Bidding Document must form part of all bids invited.

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.

2. The bid of any bidder may be rejected if that bidder, or any of its directors have:

- 2.1. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
- 2.2. been convicted for fraud or corruption during the past five years;
- 2.3. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- 2.4. 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).

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

4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? <i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>	Yes	No
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <i>(To access this Register enter the National Treasury's website, 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).</i>	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars:		



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

4. CERTIFICATION

I, the undersigned (full name), _____, certify that the information furnished on this declaration form true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			



10. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).⁴ Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - 3.1. take all reasonable steps to prevent such abuse;
 - 3.2. 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
 - 3.3. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

ABAQULUSI MUNICIPALITY

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - 5.1. has been requested to submit a bid in response to this bid invitation;

⁴ 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.



- 5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- 5.3. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium⁵ 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:
 - 7.1. prices;
 - 7.2. geographical area where product or service will be rendered (market allocation)
 - 7.3. methods, factors or formulas used to calculate prices;
 - 7.4. the intention or decision to submit or not to submit, a bid;
 - 7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or
 - 7.6. bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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



11. MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

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

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

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

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

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

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

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

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

If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender.

Signature	Position	Date

COMMISSIONER OF OATHS Signed and sworn to before me at _____, on this _____ day of _____ 20__ by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience. COMMISSIONER OF OATHS:- Position: _____ Address: _____ Tel: _____	Apply official stamp of authority on this page:
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12. MBD 16 – KEY PERFORMANCE INDICATORS

1. KEY PERFORMANCE INDICATORS (KPIs)			
1.1.	Work(s) performed / goods delivered within timeframes specified		
1.2.	Work(s) performed / goods delivered within financial framework specified		
1.3.	Acceptable quality of work(s) performed / goods delivered		
1.4.	OTHER:		
	(a)		
	(b)		
	(c)		
	(d)		
	(e)		
I / We acknowledge that I / we am / are fully acquainted with the abovementioned Key Performance Indicators (KPIs) applicable to this tender / contract as stipulated by the Municipality and that I / we accept these Key Performance Indicators (KPIs) in all respects. I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender: that the price quoted cover all the work / item(s) specified in the tender document and that the price cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.			
SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
WITNESS 1		WITNESS 2	



PART B

SPECIFICATIONS AND PRICING SCHEDULE

Reference No:	8/2/1/464	Page 43 of 89



13. SPECIFICATIONS

1. BACKGROUND

Tenders are hereby invited for a PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF NEW OR RENTAL MOTOR VEHICLE AND YELLOW EQUIPMENT, WITH MUNICIPAL BRANDING AND INSTALLED TRACKING SYSTEM AND OTHER EQUIPMENT THAT MAY BE REQUIRED, FOR A PERIOD OF 36 MONTHS.

2. FINANCE

- 2.1 The item will be an outright purchase or a rental over a period.
- 2.2 Outright purchase will be paid 30 days after invoice was received by AbaQulusi Municipality.
- 2.3 Rental items will be rented over the period stipulated by Council be it daily, weekly or monthly.
- 2.4 All prices must be in South African currency (Rand), excluding VAT.
- 2.5 No residual values will be applicable.
- 2.6 Ownership will vest in AbaQulusi Municipality after the full and final settlement of amounts in terms of the Agreement.
- 2.7 No collateral will be offered for the procurement of the vehicle(s) by the AbaQulusi Municipality.
- 2.8 Bid prices must include:
 - 2.8.1 Pre-delivery inspection (PDI) / Pre-delivery Service (PDS)
 - 2.8.2 Emission tax
 - 2.8.3 The cost of licencing/ registration and fitted number plates
 - 2.8.4 Micro Dotting as per SANS specifications
 - 2.8.5 Discounts offered
 - 2.8.6 All items which are compulsory with the procurement of the vehicle, such as compulsory full maintenance and service plan for the period of 60 months.
 - 2.8.7 Delivery charges to AbaQulusi Municipality working sites.
- 2.9 Prices submitted will be subject to price adjustments due to fluctuations in the interest rate.
- 2.10 Tenders must be valid for 90 days.
- 2.11 Item list quantities may be altered to fit the approved budget, but the minimum specifications must be held in place.

3. STANDARD VEHICLE SPECIFICATIONS

- 3.1 All vehicles offered must strictly be according to National Association of Automobile Manufacturers of South Africa (NAAMSA) classifications and must adhere to the specification of the specific category, which must be submitted with the tender.
- 3.2 The supplier guarantees that the items in terms of the bid are new and unused. The insurance of items against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery will be the responsibility of the supplier. Any damaged items as a result of manufacture or acquisition, transportation, storage and delivery must be replaced and with new and unused items. Repair to damaged items will not be accepted.
- 3.3 The bidder must supply information on the process to avail a technically qualified individual(s) within 5 days after appointment to assist in resolving disputes related to the vehicle, the fitment of any accessories adjustment of the vehicle list, or conversion thereof during the contract period.
- 3.4 Specifications of requirements are attached as part of this bid document the contact person appointed for Fleet will assist in any unclear information.
- 3.5 Bidders must take note that, should they be successful, it is compulsory to have a vehicle components and genuine parts locally available as determined by industry standards.



- 3.6 Vehicle manufactures must provide an owner's manual and service schedule as a standard to all vehicles.
- 3.7 Vehicle tools required to be supplied with the vehicle and shall consist of at least a suitable jack handle, wheel nut spanner and emergency warning signs (triangle).
- 3.8 A spare wheel must be provided.
- 3.9 All vehicles must be supplied with a front and rear backing plates for number plates and reflective strips where required. This will be securely mounted on every vehicle, as required.
- 3.10 All vehicles to be fitted with a Tracking System with a Driver ID tag reader, which complies with the computer system software currently used by the AbaQulusi Municipality.
- 3.11 The service workshop must be situated within the Municipal boundaries of AbaQulusi Municipal and not further than 10km from Head Office Building.
- 3.12 Corrosion protection for at least five (5) years.
- 3.13 Tenderers must specify dispatch period after placing of an order, clearly in terms of lead time and rate of dispatch.
- 3.14 Additional requirements may be added to the item should the workload require it.

14. PRICING SCHEDULE

NOTE:

1. Only firm prices will be accepted. Non-firm prices will not be considered.
2. All delivery costs MUST be included in the bid price, for delivery at the prescribed destination.
3. Document MUST be completed in non-erasable black ink.
4. NO correction fluid/tape may be used.
5. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.

I / We _____

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

of the firm _____

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



15.

A. Vehicle Cost Structure:

The following items must be included in all items:

1. Cost of vehicle registration, licensing and delivery on site.
2. Tracking system
3. Municipal branding
4. Leather or leather like seats
5. Rubber mats unless otherwise specified as mats.
6. Extra items as per section requirements

1. COST OF VEHICLE REGISTRATION, LICENSING AND DELIVERY ON SITE

1. Registration will be done with a Vryheid KZN registration
2. License disks will be stuck to the windscreen with a reusable disk holder
3. Delivery includes all shipping and transport costs to the working site of the item.

2. TRACKING SYSTEM

1. The tracking system must be software compatible with current systems
2. Reporting automatic daily or monthly or as per request.
3. Reporting must be done in groups or by individual item.
4. Live tracking on individual items
5. Naming of places and no go zones
6. SMS warning systems
7. Individual drivers tag ID system

3. MUNICIPAL BRANDING

1. Colour coding.

Every department/section will have a colour on the back, roof and bonnet that will indicate the department/section.

Blue	Water and Sanitation,
Orange	Electricity,
Grey	Roads and Stormwater,
Green	Community services,
Brown	Finance
Red	Corporate Services and Planning
Blue and Yellow	Public Protection

Firefighting equipment in standard red all round (Disaster management)

Mayoral Vehicle standard black.

Heavy machinery will stay yellow.



All vehicles that require reflective strips will be fitted with reflective strips.

2. Letter and number marking.

Department/ Section indication:

WS-	Water and Sanitation,
E-	Electricity,
RS-	Roads and Stormwater,
CH-	Cemeteries and Horticulture,
W-	Waste Collection
F-	Finance,
C-	Corporate
PS-	Public Safety
F-	Disaster management
P-	Town Planning

3. Vehicle Fleet number.

Every vehicle will after the Department/Section indication, have a number to indicate the Fleet number of the vehicle in the Department/Section.

WS-1, WS-2, WS-3...	Water and Sanitation,
E-1, E-2, E-3.....	Electricity,
RS-1 RS-2, RS-3	Roads and Stormwater,
CH-1, CH-2, CH-3	Cemeteries and Horticulture,
W-1, W-2, W-3, W-4	Waste Collection
F-1, F-2, F-3.....	Finance,
C-1, C-2, C-3	Corporate Services
PS-1, PS-2	Public Safety
F-1, F-2, F-3	Disaster management
P-1	Town Planning



4. **Municipal emblem**

The Municipal emblem will be displayed on the front door, left and right, including the Department/Section description.

Door emblem



ELECTRICITY

5. **Electrical vehicles only - Pre-payment website details for Electricity**

On Electrical vehicles back side panel left and right, the wire-it website details must be printed.

www.wireit.co.za

Online electrical prepayment purchase SMS meter number to 36073 and register.

2. **LEATHER OR LEATHER LIKE SEATS**
3. **RUBBER FLOOR MATS unless otherwise specified as mats.**



4. **EXTRA ITEMS AND SPECIFICATIONS AS REQUIRED PER SECTION**

Please take note that all the specifications are minimum requirement and the quantities required on the list may be changed to suit the budget.

9.1 **CEMETERIES AND HORTICULTURE, PARKS AND GARDENS
LDV's (2L engines with 225 ground clearance)**

Extra features:

Amber warning Lights to indicate a working vehicle and Work light.

20lt Jerry Cans Plus Holder X 2

Anti-theft Rear Door Mesh

Rubberizing Heavy Duty

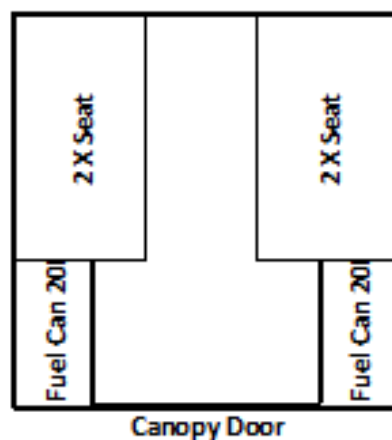
Smart Canopy With no Side Doors

Towbar with Step

Wrap Around Bullbar

Warning Lights

Seating on the back for 4 persons with safety belts and separation from tool area.



9.2 **CORPORATE SERVICES, LED and FINANCE - LDV's**

2L engines with 225 ground clearance

Extra features:

Standard Canopy with back Doors

Towbar With Step

Wrap Around Bullbar



9.3 ELECTRICITY LDV's 2.5L engines with 225 ground clearance

Extra features:

Magnetic Working Light With Hardwired Coil

Amber warning Lights to indicate a working vehicle and Work light.

Anti-theft Rear Door Mesh

Canopy with 2 Side Doors for tool storage and water 20 L canister and tap on the outside and night lights inside.

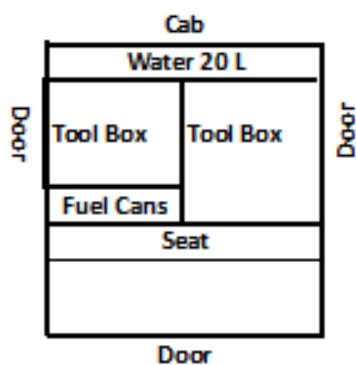
Canopy must be equip with proper fiberglass ladder carries that will lift and hold or bearing roll, to hold ladder in place.

Towbar with Step

Wrap Around Bullbar

1 Vehicle must have 20lt Jerry Can plus mounted holder

Seating on the back for 4 persons with safety belts and separation from tools



1 Fuel can are only needed for 1 LDV

Fiber ladder Rack for 9m fiberglass ladder. – (must have rollers with bearings or be a pull-up.)





9.4 WATER & SANITATION - LDV's 2L Engine ground clearance 225mm

Extra features:

Magnetic Working Light With Hardwired Coil

Amber warning Lights to indicate a working vehicle and Work light.

Anti -theft Rear Door Mesh

Canopy with 2 Side Doors for tool storage and water 20 L canister and tap on the left, orange working light outside and night lights inside.

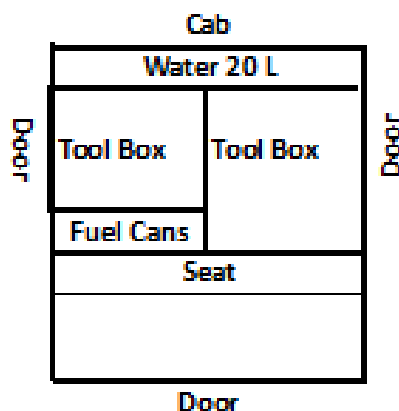
Canopy must be equip with carries that will carry rods max length 4m and additional pipes.

Towbar with Step

Wrap Around Bullbar

1 Vehicle must have 20lt Jerry Can plus mounted holder

Seating on the back for 3 persons with safety belts and separation from tools





9.5 ELECTRICITY – Trench digger

Sub-Compact TLB Tractor with 3 cylinder diesel motor

ENGINE GROSS POWER – 17.1 kW
(23.0 HP)

PTO POWER – 13.2 kW (17.7 HP)

TRANSMISSION – HST, High-Low Gear
Shift (2F/2R)

TURNING RADIUS (W/O BRAKE)- 2.3 m

3-POINT HITCH CATEGORY – I

LIFT CAPACITY AT LIFT POINT – 550
Kg

TRACTOR WEIGHT – 720 Kg

9.6 ROAD AND STORMWATER DEPT - LDV's 2L with 225 ground clearance

Extra features:

Amber warning Lights to indicate a working vehicle.

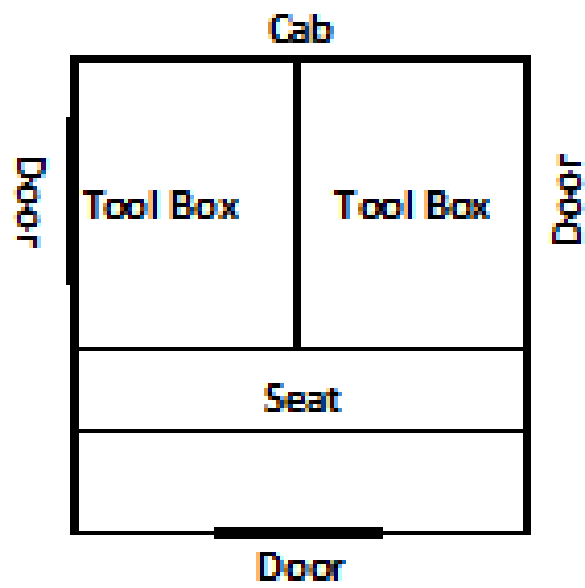
Anti-theft Rear Door Mesh

Canopy with 2 back doors.

Towbar with Step

Wrap Around Bullbar

Seating on the back for 3- 4 persons with safety belts and separation from tools





9.7 ELECTRICAL - Crane Truck

Extra features:

Amber warning Lights to indicate a working vehicle and Work light.

Crane to be mounted on the rear of a double axel truck with drop sides.

Remounted controlled crane with 18.9m Reach and Extra Outriggers (6)

3 Ton Front mounted winch front mounted.

Crane Specification

Crane must run independent from truck engine.

LIFTING CAPACITY:

up to 14,5 tm

MAX OUTREACH:

up to 18,90 m with jib

OVERALL DIMENSIONS:

l 0,83 m , w 2,38 m , h 2,20 m

ELECTRONIC/HYDRAULIC EQUIPMENT:

Hydrocontrol HC/D4 segmented distributor bank

CHARACTERISTICS:

active version (.0): without linkage

rotation 390° with rack and pinion

Truck Specification

ENGINE

Model	6HK1-TCN
Type	TURBOCHARGED & INTERCOOLED
Fuel Injection	Common Rail
Emission Standard	Euro 2
No. of Cylinders	6
Bore x Stroke (mm)	115 x 125
Displacement (cm ³)	7,79
Compression Ratio (:1)	16.8
Output (kW @ r/min)	176 @ 2,400
Output (hp @ r/min)	236 @ 2400
Torque (Nm @ r/min)	706 @ 1,450

CLUTCH

Type	SINGLE PLATE
Diameter (mm)	380
Operation	AIR ASSISTED HYDRAULIC CONTROL

TRANSMISSION

Make / Model	MZW6P
Crawler Gear Ratio (:1)	-
1st Gear Ratio (:1)	6.615



2nd Gear Ratio (:1)	4.095
3rd Gear Ratio (:1)	2.358
4th Gear Ratio (:1)	1.531
5th Gear Ratio (:1)	1.000
6th Gear Ratio (:1)	0.722
7th Gear Ratio (:1)	-
8th Gear Ratio (:1)	-
Reverse Gear Ratio (:1)	6.615
Transfer Case Ratio (:1)	-

PERFORMANCE

Maximum Speed (km/h)	118
Gradeability @ V in 1st Gear(Low Range, %)	34.59

SUSPENSION

Front: Multi Leaf Spring	Yes
Stabiliser bar	Yes
Shock Absorbers - Double acting	Yes
Rear: Multi Leaf Spring with Helper Spring	Yes
Stabiliser bar	No
Shock Absorbers - Double acting	No

BRAKES

System	FULL AIR
Park Brake	REAR WHEELS
Front	DRUM
Rear	DRUM
ABS	STANDARD
Auxiliary	EXHAUST BRAKE

STEERING

Lock to Lock - No. of turns	4.5
Operation	POWER
CAB	
Control	FORWARD
Tilt Torsion Bar Assistance	YES
Tilt Electro Hydraulic	NO

WHEELS & TYRES

Type	RADIAL
------	--------



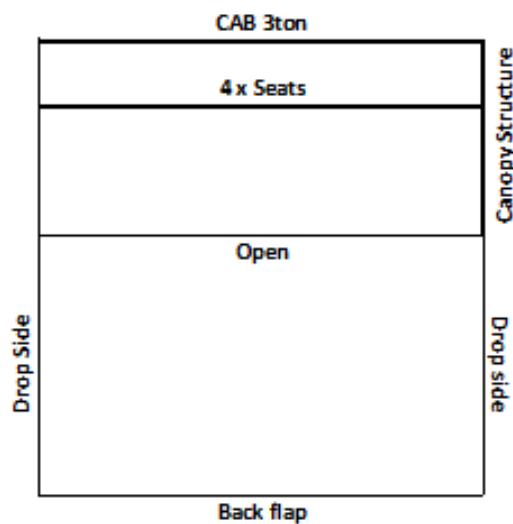
Tubeless	Yes
Tyre Size (Front)	11R22.5-16PR
Tyre Size (Rear)	11R22.5-16PR
Wheel Size (Front)	8.25x22.5
Wheel Size (Rear)	8.25x22.5
FUEL TANK	
Capacity (Litres)	200 + 200



9.8 ROAD AND STORMWATER DEPT - 3 Ton Trucks

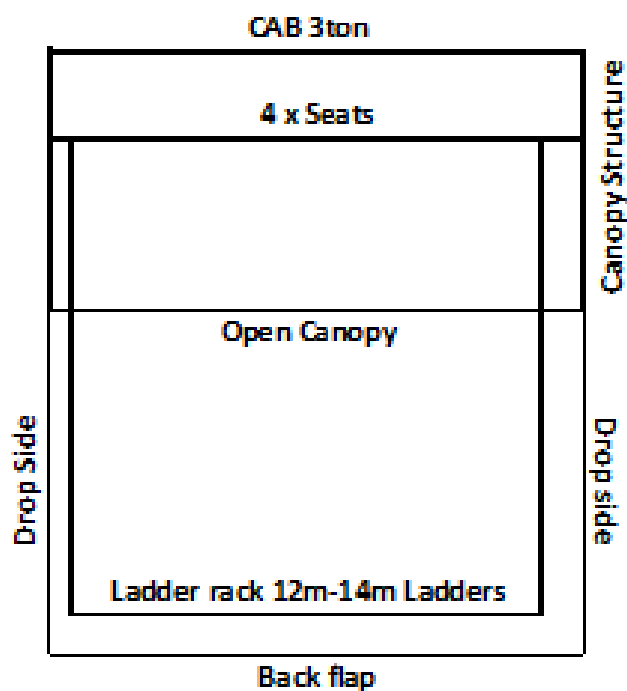
Extra features:

Amber warning Lights to indicate a working vehicle.
Drop side With Half Canopy, Bullbar, Towbar,
Amber Lights, Work Light



ELECTRICAL - 3 ton truck:

Addison to the above also need fiber ladder rack to carry ladders up to 11meters.





9.9 ELECTRICAL - Cherry Picker Trailer

Extra features:

Cherry Picker with 12 meter reach and self-driven motor and remote controls.

ELECTRICAL - Cherry Picker Truck 3-5 ton

Amber warning lights

Reach minimum of 14 meters

Ground clearance must be good and gearbox must have a differential lock.(2x4)

Dropside on flat back

Refer to the sheet to complete and item list,

9.10 ROAD AND STORMWATER DEPT 3 x Trucks

Extras features on Automatic 6m³ Tippers

Amber warning lights.

Truck or Trailer to carry TLB's to site 1 x truck or trailer

Included Beavertail Body with Ramps - transport equipment.



9.11 CORPORATE SERVICES, FINANCE, PUBIC SAFETY AND TOWN PLANNING - 7 Seater MPV's

2 x 7 Seater MPV's with 1.6 engine

Transport for Corporate services records,
Finance.
Engine 16L petrol 81KW
Consumption 7.3 – 8.2L/100km

Public Safety

1 x 7 Seater MPV with 1.3 engine and 200mm ground clearance.
Public Safety –Blue warning lights and Public safety stickers.

Town Planning 7 seater MPV 1.3

Ground clearance 200mm
Tyre size 185/70 R14

Engine Details

Engine position/ location	front
Engine capacity (cc)	1298
Engine size (l)	1.3
Engine detail short	1.3
Engine + detail	1.3
Cylinder layout	inline
Cylinders	4
Cylinder layout + quantity	i4
Cam	dohc
Valves per cylinder	4
Valves quantity	16
Variable camvalve timing	Yes

9.12 Corporate Services -Council transport:

2.5D 16 seater mini bus for Council transport

Engine

	Longitudinal Inline
Engine Type	4
Cylinders	4
Engine Capacity	2494 cc
Power Output	75kW@3600
Torque	260Nm@1600
Gearbox Type	M/5
Drive Wheels	Rear
Service Interval	10000 km
Performance	
Top Speed	140.00 km/h



Acceleration 0 to 100 km/h	28.20 secs
Economy	
Fuel Type	Diesel

9.13 Mayoral Vehicle

2.2 Diesel 5 door SUV with wheel size 215/60R17

Extra Items

Engine type	2.2 Diesel
Performance : 130 kW (174 HP) 4 cylinders	
All-terrain vehicle SUV	5 Door
Tyres	215/60R17
CO ₂ emissions, combined : 127 - 130 g/km	
Transmission : 7G-DCT - dual clutch automatic transmission	
Fuel consumption, combined : 4.8 - 5.0 l/100 km	
Extras	
Colour	Black
Interior	Black Leather
Smash and Grab	F&I
Driver Seat memory	
Rain Sensor	
Easy pack tailgate	
Floor mats	
Mirror package	
LED static Headlamps	
Heated Front seats	
Reversing Camera	
Active Park Assist	



Specification for Cherry Picker

Introduction

The conversion shall be done on a platform truck or platform double cab truck with a payload of at least 4 ton, the chassis should be able to accommodate a load body length of not less than 5 meters on the single cab truck and 4 meters on the double cab truck. The engine should have a power rating of not less than 90 kW (DIN). The fully converted vehicle shall comply in all aspects to all relevant acts and regulations i.e. Health and Safety Act, Road Traffic Act.

A. General Specifications

The Cherry Picker Truck should comply with the Health and Safety Act, the Road Traffic Act as well as any other relevant act or regulation.

Compliance:

Road Safety Act (Yes/No).....

Traffic Safety Act (Yes/No).....

Other Regulations/Acts:.....

The Truck must have at least 2 Stabilizer Outriggers

Number of Outriggers.....

The Cherry picker should have a height of at least 12m measured from the ground to the bucket floor

Operating Height.....

Safety: The unit must comply with all the applicable safety regulations. Thus it must have an Emergency Lowering System and Backup Power System.

Emergency Lowering System (Yes/No).....

Backup Power System (Yes/No).....

The Bucket maximum load should be no less than 250kg

Maximum Bucket Load.....

B. Operational Specification

1. Operational Height

The unit must have a height of 12m-14m. Maximum outreach should be at least 6m at a working height of 8m.

Maximum working height from:

Vehicle Deck to Bucket floor.....

Ground to Bucket Floor.....

ground to bucket floor at maximum outreach.....

Maximum Sideway outreach.....



2. Travel Mode

The unit should be folded during travel. When folded, the cherry picker should not exceed a height of 2.5m above the deck. The bucket's resting position should be directly above the truck's deck, and should not overhang outside the bounds of the truck body.

Height above deck in travel mode.....

Height above ground in Travel mode.....

Maximum truck length during travel.....

3. Working loads

The bucket should have a safe working load of at least 250kg. Placement of the cherry picker should be such that the weight is optimally distributed according to the chassis cab manufacture weight limitations on the axles.

Safe working load in Bucket.....

Optimal load distribution on axles (Yes/No).....



C. Component specifications

1. Bucket

The bucket fitted to the unit must be able to accommodate 2 people and their operational activities. The bucket must be Non-Insulated. It should also have a side entrance for ease of access. It should also house controls for the drive/control system.

Bucket dimensions:

Bucket construction Material.....

Details of Boom Mounting

.....
.....

2. Boom Sticks

Two Hydraulic Booms (Jacks) must be used to operate the unit. Piston cylinders should be of low maintenance and susceptible to minimal corrosion.

Type of Booms (Jacks).....

Manufacturer.....

Boom 1:

Length.....

Cylinder: Bore.....

Stroke.....

Boom 2:

Length.....

Cylinder: Bore.....

Stroke.....

Boom details

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



3. Swing and elevation drive

The swing elevation should be hydraulically driven and powered by an auxiliary diesel engine. The swing angle should be 360° . The maximum elevation speed should not exceed 0.5m/s. The maximum rotational speed at maximum outreach should not be lower than 0.1m/s and not exceed 0.5m/s

Both Clockwise and Anti-clockwise swing (Yes/No).....

Maximum Rotational Angle.....

Maximum Rotational Speed.....

Maximum Elevation Speed.....

Details of Drive

(include Drive Housing, Bearings, Gearbox etc)

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

4. Drive Engine

The complete hydraulic system must be driven by a Self-Start Diesel Engine. It should power all hydraulic functions of the unit including the stabilizers.

Manufacturer.....

Type.....

Maximum Power Output.....

Details of drive engine

.....
.....

5. Stabilizer legs

The Cherry Picker Truck should be fitted with at least two (2) stabilizer outriggers. The outriggers should be individually adjusted/positioned. Placement/positioning of the outriggers should be such that maximum stability is attained at any operational position.

Number of Stabilizer legs.....

Individual Adjustment (Yes/No).....

6. Controllers



The unit should be fitted with 2 proportional controllers for its operation. 1 controller should be fitted in the bucket and the other at the bottom. The controllers should be able to over-ride each other in operation. The controllers should also utilise a dead-man's switch for operation.

Manual over-ride (Yes/No)

Dead-man's switch (Yes/No).....

Controller Details

.....

.....

.....

.....

7. Filters

Spin-on type filters should be fitted to the hydraulic system. The filtration system should be sufficient for the operation of the hydraulic system.

Details of Filters

.....

.....

.....



8. Bearings

The unit should be preferably fitted with maintenance-free bearings. They must be able to carry maximum dynamic loading with limited wear.

Type.....

Maximum Load Capacity.....

Bearing Details

.....
.....

9. Hinge pins

Stainless Steel pins must be used. This is to avoid rusting of the pins under wet conditions.

Stainless Steel pins used (Yes/No).....

10. Hydraulics

The hydraulic system is driven by the auxiliary engine and the reservoir must be large enough to prevent the oil from overheating.

Oil Type.....

Maximum Pressure.....

Maximum Flow speed.....

Oil Capacity.....

Details

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



D. Truck Deck

1. Crew cab (To be offered with the single cab platform truck as an option)

A crew cab should be fitted behind the cabin of the truck and offered as an option with the single cab truck. The cab must be SABS tested and approved. It should also adhere to the Health and Safety Act, the Road Traffic Act and any other relevant regulation.

Cab Adheres to all Acts and Regulations (Yes/No).....

Other Relevant Regulations/Acts

.....
.....

The cab should be at least 1.5m high. The maximum width of the cab is dependent on the Chassis cab's width.

Cab Dimensions

Length.....

Width.....

Height.....

Material.....

The following is a list of specifications the cab should conform to.

Cab specification	Available (Yes/No)
accommodate 4 passengers	
be fitted with 4 individual seats	
seats be fitted with lap belts	
windows and vents	
1 entrance door	
small fire extinguisher	
means of communication to truck driver	
Lockable entrance door on the left side	
Storage space/box under seats	
Fitted with Roll-Over Protection (NRCS)	
Emergency Exit Sign	
Lights	



Emergency Exit

The cab should have an emergency exit with minimum dimensions of 700 X 500mm. An emergency sign should also be present.

Emergency Exit fitted (Yes/No).....

Details of Emergency Exit:

.....
.....

Optional extras

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

2. Traffic Cones

Provision must be made for the storage of ten traffic cones

Details.....
.....

3. Stairs

Standard stairs should be fitted onto the side of the truck for ease of access to the deck. The stairs should not be less than 600mm wide. Stairs should be enclosed/covered with an access door as an option.

Details
.....
.....

4. Toolboxes

Arrangement of toolboxes should be designed in conjunction to the configuration of the deck. The toolboxes should be fitted on both sides and the rear. All vertical or side hanging toolboxes should be fitted with two doors with side hinges. Each vehicle must use 1 key for all toolboxes on it. Appendix_1 gives a sketch of the general layout of the truck deck. One toolbox should be fitted in the crew cab as mentioned above. This toolbox must open on top, thus provision has to be made for this function as it is directly involved with the design of the crew cab seats. Final layout and design of toolboxes to be finalized with the end user.

Details
.....
.....
.....

5. Gas Mounting



Rings with a secure locking mechanism to mount a 19kg gas cylinder should be fitted next to the stairs leading onto the deck (shown in figure 1).

Details.....
.....

6. Pipe Link Stick

Mount a 120mm pipe with a lid and lock. It should be fitted behind the crew cab and run across the entire vehicle width. The height should be at deck level.

Details.....
.....



Yellow equipment:

9.14 4X4 TLB (72kW, 8040kg) - STANDARD

INCLUDES;

- ☐ DELIVERY TO SITE,
- ☐ 100 HOUR SERVICE,
- ☐ **60 MONTH/ 5000 HOUR COMPREHENSIVE WARRANTY,**
- ☐ **60 MONTH/5000 HOUR SERVICE PLAN (Includes 50km Travel)**
- ☐ 1 CUBE STANDARD FRONT BUCKET,
- ☐ 610MM STANDARD BACK HOE BUCKET (0.21 CUBE)
- ☐ SPARE FRONT AND REAR WHEEL SET,
- ☐ WORK LIGHTS,
- ☐ STROBE BEACON,
- ☐ OWNERS & PARTS MANUAL,
- ☐ WHEEL SPANNER,
- ☐ GREASE PUMP (FOOT TYPE),
- ☐ **2 DAY ON SITE CERTIFIED OPERATOR TRAINING FOR 2 OPERATORS PER UNIT PURCHASED.**

EXTRAS

- ☐ 305 MM TRENCHING BACK HOE BUCKET
- ☐ FOLD OUT BUCKET FORKS
- ☐ AIR CONDITIONING

9.15 4X4 TLB (72kW, 8040kg) – EXT BACK HOE.

INCLUDES;

- ☐ DELIVERY TO SITE,
- ☐ 100 HOUR SERVICE,
- ☐ **60 MONTH/ 5000 HOUR COMPREHENSIVE WARRANTY,**
- ☐ **60 MONTH/5000 HOUR SERVICE PLAN (Includes 50km Travel)**
- ☐ **EXTENDIBLE BACK HOE BUCKET,**
- ☐ 1 CUBE STANDARD FRONT BUCKET,
- ☐ 610MM STANDARD BACK HOE BUCKET (0.21 CUBE)
- ☐ SPARE FRONT AND REAR WHEEL SET,
- ☐ WORK LIGHTS,
- ☐ STROBE BEACON,
- ☐ OWNERS & PARTS MANUAL,
- ☐ WHEEL SPANNER,
- ☐ GREASE PUMP (FOOT TYPE),
- ☐ **2 DAY ON SITE CERTIFIED OPERATOR TRAINING FOR 2 OPERATORS PER UNIT PURCHASED.**

OPTIONAL EXTRAS

- ☐ 305 MM TRENCHING BACK HOE BUCKET
- ☐ FOLD OUT BUCKET FORKS
- ☐ AIR CONDITIONING

TLB Engine

Capacity 4,5 L Motor

Net Peak Torque 392 Nm @ 1 400rpm

Net Peak Power 72KW @ 2 000rpm

Bucket Capacity 1,00 m3



9.16 GRADER (138kW, 18591kg) - STANDARD

INCLUDES;

- ☐ DELIVERY TO SITE,
- ☐ 100 HOUR SERVICE,
- ☐ **60 MONTH/ 5000 HOUR COMPREHENSIVE WARRANTY,**
- ☐ **60 MONTH/5000 HOUR SERVICE PLAN (Includes 50km Travel)**
- ☐ CLOSED CAB WITH AIR CONDITIONING,
- ☐ SPARE WHEEL SET,
- ☐ WORK LIGHTS,
- ☐ STROBE BEACON,
- ☐ OWNERS & PARTS MANUAL,
- ☐ WHEEL SPANNER,
- ☐ GREASE PUMP (FOOT TYPE),
- ☐ **5 DAY ON SITE CERTIFIED OPERATOR TRAINING FOR 2 OPERATORS PER UNIT PURCHASED.**

Engine 6068H

Displacement 6.8L

Net engine power Minimum – 108KW Maximum – 138KW

Net Torque Rise 45%

9.17 Self-propelled vibrating roller D-40 (98kW, 11520kg) - STANDARD

INCLUDES;

Padded foot print

- DELIVERY TO SITE,
- 100 HOUR SERVICE,
- ☐ **60 MONTH/ 5000 HOUR COMPREHENSIVE WARRANTY,**
- ☐ **60 MONTH/5000 HOUR SERVICE PLAN (Includes 50km Travel)**
- CLOSED CAB WITH AIR CONDITIONING,
- SPARE REAR WHEEL SET,
- WORK LIGHTS,
- STROBE BEACON,
- OWNERS & PARTS MANUAL,
- WHEEL SPANNER,
- **2 DAY ON SITE CERTIFIED OPERATOR TRAINING FOR 2 OPERATORS PER UNIT PURCHASED.**



Technical Data

Weights

Grossweight	lb	28,418
Operating weight CECE w. ROPS-cabin	lb	23,369
Axle load, drum CECE	lb	12,500
Axle load, wheels CECE	lb	10,869
Static linear load CECE	lb/in	149.1

Dimensions

Working width	in	83.9
Track radius, inner	in	144.9

Driving Characteristics

Speed (1)	mph	0- 3.1
Speed (2)	mph	0- 3.7
Speed (3)	mph	0- 5.0
Speed (4)	mph	0- 6.8
Max. gradeability without/with vibr.	%	51/48

Drive

Engine manufacturer		Deutz
Type		TCD 3.6 L4
Emission stage		4/4
Cooling		Liquid
Number of cylinders		4
Performance ISO 3046	hp	127.4
Performance SAE J 1995	hp	128.0
Speed	min-1	2,000
Fuel		diesel
Electric equipment	V	12
Drive system		hydrost.
Drum driven		standard

Drums and Tyres

Number of pad feet		
Area of one pad foot	sq.in	
Height of pad feet	in	
Tyre size		23.1-26 12PR

Brakes

Service brake		hydrost.
Parking brake		hydromec.

Steering

Steering system		oscil.artic.
Steering method		hydrost.
Steering / oscillating angle +/-	deg	35/12.0

Exciter system

Drive system		hydrost.
Frequency	vpm	1,800/2,040
Amplitude	in	0.077/0.039
Centrifugal force	lb	53,954/35,520
Centrifugal force	t	24.5/16.1

Capacities

Fuel	gal	66.0
------------	-----	------



Landfill site Yellow Equipment

9.18 RB-2 REFUSE COMPACTOR (330kW, 32700kg) INCLUDES;

- DELIVERY TO SITE,
- 100 HOUR SERVICE,
- **60 MONTH/ 5000 HOUR COMPREHENSIVE WARRANTY,**
- **60 MONTH/5000 HOUR SERVICE PLAN (Includes 50km Travel)**
- CLOSED CAB WITH AIR CONDITIONING
- WORK LIGHTS,
- STROBE BEACON,
- OWNERS & PARTS MANUAL,
- GREASE PUMP (FOOT TYPE),
- **5 DAY ON SITE CERTIFIED OPERATOR TRAINING FOR 3 OPERATORS PER UNIT PURCHASED.**



Technical Data

Weights

Grossweight	kg	32.700
Operating weight CECE	kg	32.100
Axle load, front CECE	kg	15.300
Axle load, rear CECE	kg	16.800

Driving Characteristics

Speed (1), forward	km/h	0- 4,0
Speed (1), reverse	km/h	0- 4,0
Speed (2), forward	km/h	0- 7,5
Speed (2), reverse	km/h	0- 7,5
Speed (3), forward	km/h	0- 12,0
Speed (3), reverse	km/h	0- 12,0
Max. gradeability (dep. on soil con.) .	%	100
Max. pushing force	kN	346

Drive

Engine manufacturer		Deutz
Type		TCD 2015 V06
Emission stage		Stage IIIa / TIER3
Cooling		water
Number of cylinders		6
Performance ISO 9249	kW	330,0
Performance SAE J 1349	hp	442,0
Speed	min-1	2.100
Travel system		hydrost.
Operating voltage	V	24

Compaction Wheels

Width, front / rear	mm	1.350/1.125
Outer diameter (front)	mm	1.660
Outer diameter (rear)	mm	1.660
Number of teeth/cutters, front		60
Number of teeth/cutters, rear		50
Compaction coverage per side	mm	1.350



9.19 LC-8 EXCAVATOR (209kW, 34400kg)

INCLUDES;

- DELIVERY TO SITE,
- 100 HOUR SERVICE,
- **60 MONTH/ 5000 HOUR COMPREHENSIVE WARRANTY,**
- **60 MONTH/5000 HOUR SERVICE PLAN (Includes 50km Travel)**
- CLOSED CAB WITH AIR CONDITIONING,
- 1.8 CUBE STANDARD HD BUCKET,
- WORK LIGHTS,
- STROBE BEACON,
- OWNERS & PARTS MANUAL,
- GREASE PUMP (FOOT TYPE),
- **5 DAY ON SITE CERTIFIED OPERATOR TRAINING FOR 2 OPERATORS PER UNIT PURCHASED.**

■ Dimensions

Unit: ft-in(mm)

Arm length	Short 8'6" (2.6 m)	Standard 10'10" (3.30m)	Long 13'7" (4.15 m)
A Overall length	37'1" {11,300}	36'9" {11,200}	36'9" {11,200}
B Overall height (to top of boom)	11'11" {3,640}	11'3" {3,420}	11'9" {3,590}
C Overall width		11'2" {3,400}**	
D Overall height (to top of cab)		10'6" {3,210}	
E Ground clearance of rear end*		3'11" {1,200}	
F Ground clearance*		19.7" {500}	

G Tail swing radius	11'6" {3,500}
G* Distance from center of swing to rear end	11'6" {3,500}
H Tumbler distance	13'3" {4,050}
I Overall length of crawler	16'3" {4,960}
J Track gauge	8'6" {2,600}
K Shoe width	23.6" {600} / 27.6" {700} / 31.5" {800} / 35.4" {900}
L Overall width of upperstructure	9'9" {2,980}

* Without including height of shoe lug
** Shoe width : 31.5" (800mm)

■ Engine

Model	
Type:	Direct injection, water-cooled, 4-cycle diesel engine with turbocharger, intercooler (Complies with EU (NRMM) Stage IV, EPA Tier IV Final, and act on regulation, etc. of emission from non- road special motor vehicles)
No. of cylinders:	6
Bore and stroke:	4.41" (112 mm) x 5.12" (130 mm)
Displacement:	468.9 cu.in (7.684 L)
Rated power output:	270hp (201 kW) / 2,100 rpm (SAE NET)
Max. torque:	736 lb-ft (988 N-m) / 1,600 rpm (SAE NET)

■ Hydraulic System

Pump	
Type:	Two variable displacement pumps + 1 gear pump
Max. discharge flow:	2 x 77.6 U.S.gpm (2 x 294 L/min), 1 x 5.3 U.S.gpm (1 x 20 L/min)
Relief valve setting	
Boom, arm and bucket:	4,970 psi (34.3 Mpa)
Power Boost:	5,480 psi (37.8 Mpa)
Travel circuit:	4,970 psi (34.3 Mpa)
Swing circuit:	4,210 psi (29.0 Mpa)
Control circuit:	730 psi (5.0 Mpa)
Pilot control pump:	Gear type
Main control valves:	8-spool
Oil cooler:	Air cooled type

■ Swing System

Swing motor:	Axial piston motor
Parking brake:	Oil disc brake, hydraulic operated automatically
Swing speed:	10.0 rpm
Swing torque:	88,500 lb-ft (120 kN-m) (SAE)
Tail swing radius:	11'6" (3,500 mm)
Min. front swing radius:	14'4" (4,370 mm)

■ Travel System

Travel motors:	2 x axial piston, two-speed motors
Parking brakes:	Oil disc brake per motor
Travel shoes:	48 each side
Travel speed:	3.5 / 2.1 mph (5.6 / 3.3 km/h)
Drawbar pulling force:	71,940 lbs (320 kN) (SAE J 1309)
Gradeability:	70 % (35°)
Ground clearance:	19.7" (500 mm)

■ Cab & Control

Cab	All-weather, sound-suppressed steel cab mounted on the silicon-sealed viscous mounts and equipped with a heavy, insulated floor mat.
Control	Two hand levers and two foot pedals for travel Two hand levers for excavating and swing Electric rotary-type engine throttle

■ Boom, Arm & Bucket

Boom cylinder:	5.5" (140 mm) x 5'1" (1,550 mm)
Arm cylinder:	6.9" (170 mm) x 5'10" (1,788 mm)
Bucket cylinder:	5.9" (150 mm) x 3'11" (1,193 mm)

■ Refilling Capacities & Lubrications

Fuel tank:	153 U.S.gal (580 L)
Cooling system:	7.6 U.S.gal (28.9 L)
Engine oil:	7.5 U.S.gal (28.5 L)
Travel reduction gear:	2 x 2.5 U.S.gal (2 x 9.5 L)
Swing reduction gear:	1.9 U.S.gal (7.4 L)
Hydraulic oil tank:	65 U.S.gal (245 L) tank oil level 109 U.S.gal (413 L) hydraulic system

9.20 Disaster Management



All fire equipment must be painted “fire engine red” and have red warning light and sirens.

Water Trailer for Fire fighter

3 Ton Double axel heavy duty unit 25001

2 x 30 meter hose reels CA/V Nozzles and fittings

High volume/ pressure firefighting pump CA/13 HP engine

Dual purpose use on and off road.

9.21 LDC Fire Fighter Bush wacker

Vehicle specification:

Engine	Longitudinal V
Engine Type	8
Cylinders	8
Engine Capacity	4461 cc
Power Output	151kW@3400
Torque	430Nm@1200
Gearbox Type	M/10
Drive Wheels	4
Service Interval	10000 km
Performance	
Top Speed	160.00 km/h

Skid-Unit conversion on Pick-Up and Trailer Mount Skid Unit for Fire Department

‘BUSHWACKER’ Rapid Respond Skid Unit.

Scope:

The vehicles must offered, feature advanced engineering and top quality materials meeting international standards with full consideration given to:

- Weight distribution and low centre of gravity to ensure maximum performance and stability under emergency conditions
- Maximum power to weight ratio
- Greater strength to weight ratio
- Ease of operation and operator’s safety
- Proudly South African



A **'BUSHWACKER' Rapid Respond Skid Unit** built on a **LC79 Pick-Up** as follows:

Warning System

A warning system complying with the SABS / SANS requirements shall be fitted to each vehicle. The warning system shall comprise of the following:

- Integrated P.A. system amplifier (Wail, Yelp, Phaser and Air-horn tones) with 100watt under-hood mounted speaker
- LED Red lightbar with 8 x GENIII 4watt modules and 6 x GENIII 3watt modules

Chassis Paint Finish

A total colour on each vehicle Red.

All chassis exterior components such as mirrors and bumpers shall be removed prior to the finish procedure. The paint process shall feature acrylic urethane products and shall be performed in the following steps:

1. Filler Primer shall be applied to guarantee smooth sub-straight to provide good enamel hold-out of the top coat



2. A lead free, two part acrylic urethane enamel top coat shall be applied, providing excellent coverage and durability. A minimum of two coats shall be applied.

The vehicle shall be finished in **Red to RAL3000**.

Work Lights

Two (2) LED 12V work lights shall be mounted onto the roll-bar

Fire Brigade Markings

A straight reflective WHITE stripe, 100mm minimum in width, shall be applied horizontally around the cab and body.

The decals of the Local Municipality shall be fitted to each door. High resolution artwork design of logo to be supplied by client.

The recommended tyre pressure labels shall be placed above each wheel.

SKID UNIT

Frame

The skid unit components shall be mounted in a compact Aluminum skid surrounding frame constructed to easily fit a LDV loadbox.

Lifting points shall be provided on the frame to facilitate loading and unloading the unit with a sling or hoist.

The frame shall be equipped with two (2) quick release fasteners to mount the unit onto the loadbox of the offered pick-up.

Pump and Engine

The pump shall be driven with a Briggs & Stratton air-cooled, four-stroke, OHV petrol engine. Power output: 18 Hp @ 3,200 rpm.

The engine shall feature an electric starter with 12 Volt battery.

The engine shall be directly coupled to the pump by means of a reduction gearbox.



An ultra-high pressure triplex piston pump with forged brass head will be supplied offering the following performance:

- Max. Pressure : 100 bar (Ultra-High Pressure)
- Max. Flow Rate : 42 l/min

The pump shall be self-priming.

The pump shall feature an automatic unloader valve. A Glycerine filled high pressure gauge shall be fitted.

The engine shall be fitted with a 7 liter fuel tank.

Class-A Foam System

A class-A foam system operating on a venturi action shall be fitted to the pump. The system shall allow for a variable mixing ratio of between 0% and 6%.

Hose Reel

Two (2) hand crank steel H.P. hose reel for ease of release and protective storage of hose shall be supplied. The carrying capacity of the reel shall be 50m of 10mm H.P. hose

The reel shall be supplied with 50m x 10mm fire retardant, black wire reinforced rubber fire fighting hose.

500mm lance adjustable straight stream to fog and quick change over foam mix lance,

Tank

A water tank with a 600 liter capacity shall be supplied. The tank shall be a step type horizontal transport tank with inner coating to prevent algae build-up.

The tank shall be manufactured from virgin material with a superior surrounding wall thickness of 8mm.

A Stainless Steel catch basket shall be fitted inside the tank lid.

A 450mm diameter manhole with vented lid shall be provided.

The tank shall feature baffle balls to minimize water surge whilst travelling.

A heavy-duty hose connection and ball-valve to the pump shall be provided in the tank..

The colour of the tank shall be RED.



Storage Compartment

A water tight, ventilated aluminum locker box shall be fitted for the storage of loose equipment.

The compartment lid shall be provided with two (2) gas stays to secure it in the open position.

The approximate dimensions of the locker box are 1600mm (W) x 415mm (H) x 600mm (L).

The storage compartment shall be manufactured from aluminum tread-bright plate of 4mm thickness.

The storage compartment shall be bolted onto the loading bed of the pick-up.



9.22 Tractor

ENGINE	65 Engine
Type	65 HP, 2400 RPM, 3 Cylinders, Rotary FIP, Coolant cooled with overflow reservoir, Turbo charged
Air - Filter	Dry type, Dual element
TRANSMISSION	
Clutch	Dual
Gear Box	9 Forward + 3 Reverse, Collarshift
BRAKES	
Self Adjusting, Self equalizing, Hydraulically Actuated oil immersed disc brakes	
HYDRAULICS	
Lifting Capacity	1800 kgf
3 Point Linkage	Category II Automatic Depth & Draft Control
STEERING	
Type	Power



Steering Column	Tilttable upto 25 degree with lock latch
FRONT AXLE	
Heavy duty variable track	
POWER TAKE OFF	
Type	Independent, 6 Splines
Standard	540 @ 2376 ERPM
Economy	540 @ 1705 ERPM
WHEELS AND TYRES	
Front	6.5 x 20
Rear	18.4 x 30
FUEL TANK CAPACITY	
68 Litres	
ELECTRICAL SYSTEM	
100 Ah, 12 Volt Battery, 40 Amp. Alternator, 12 Volt	
2.5 kW Starter Motor	
DIMENSIONS AND WEIGHT	
Total Weight	2290 kg
Wheel Base	2035 mm
Overall Length	3535 mm
Overall Width	1890 mm
Ground Clearance	510 mm
Turning radius with brakes	3099 mm
Extras	
Ballast Weight, Canopy, Wagon Hitch	

9.23 Fuel Trailer- ROAD AND STORMWATER DEPT

Independent fuel pump for filling
 Fuel counter, for metering fuel quantise
 Fuel tank holding about 150-200L fuel.
 Mounted on a trailer that can be towed by a LDV.

9.24 Step-down trailer/Truck - ROAD AND STORMWATER DEPT

Trailer is needed for the transport of heavy machinery and equipment.
 Must be able to transport TLB's from site to site.

9.25 FLEET

1 x Standard open LDV 2L engine

Amber warning Lights to indicate a working vehicle.
 Protective mesh on rear window
 Rubberizing



Towbar with Step
Wrap Around Bullbar

Environmental and Social services

2 x Standard open LDV 1600 engine

Amber warning Lights to indicate a working vehicle.
Protective mesh on rear window
Rubberizing
Towbar with Step
Wrap Around Bullbar

MAYORAL VEHICLES				
QTY	Type	SIZE	ITEM	COST CENTRE
2	SUV	2,5/3L Diesel or Petrol	SUV, 4x4, Auto with glazed windows	CORPORATE SERVICES
			Colour Black or Charcoal	



QTY	TYPE	SIZE	ITEM	Cost Centre
2	Single Cab	1600 Petrol	LDV	COMMUNITY SERVICES
1	REFUSE COMPACTOR	MODEL BC672 RB-2 (330kW, 32700kg)	Compactor	COMMUNITY SERVICES-ENVIROMENTAL SERVICES
1	EXCAVATOR	SK350LC-8 (209kW, 34400kg)	Excavator	COMMUNITY SERVICES-ENVIROMENTAL SERVICES
2	Single Cab	1600 Petrol	LDV	COMMUNITY SERVICES-ENVIROMENTAL SERVICES
1	Single Cab	1600 Petrol	LDV	COMMUNITY SERVICES-SOCIAL SERVICES
1	Single Cab	2L petrol	LDV 2x4	CORPORATE SERVICES
1	16 Seater Bus	2.5L Diesel	Mini Bus	CORPORATE SERVICES
1	7 Seater	1600 Engine	MPV	CORPORATE SERVICES
1	BushWacker fire truck	4.8L - check spec sheet	LDV 4x4	DISASTER MANAGEMENT
1	4x4	Fire truck 5000L	on 4x4 tipper	DISASTER MANAGEMENT
1	4x4	Bushwacker	Trailer	DISASTER MANAGEMENT
1	Fire Engine	5000L water	Truck	DISASTER MANAGEMENT
2	Cherry Picker	5Ton	bucket truck	ELECTRICAL
2	Single Cab	2.5L Diesel	LDV	ELECTRICAL
12	Single Cab	2.5L Diesel	LDV 2x4	ELECTRICAL
1	Single Cab	2.5L Diesel	LDV 4x4	ELECTRICAL
2	Compact TLB Tractors	3 cylinder diesel motor	Tractor	ELECTRICAL
2	Cherry Picker trailers	Trailer	Trailer	ELECTRICAL
1	Crane truck	10 - 13ton	truck	ELECTRICAL
1	drop side Flat Back	3 Ton	Truck	ELECTRICAL
1	Single Cab	1600 Petrol	LDV	FINANCE
1	7 Seater	1600 Engine	MPV	FINANCE
1	Single Cab	2L petrol	LDV	FLEET MANAGEMENT
1	7 Seater	ground clearance 200min	MPV 1.3	PUBLIC SAFETY
2	TLB Extended boom	4x4	Ext Boom TLB	ROAD AND STORMWATER DEPT
2	Graders		Graders	ROAD AND STORMWATER DEPT
2	Single Cab	1600 Petrol	LDV	ROAD AND STORMWATER DEPT
4	6 cube		Tipppers	ROAD AND STORMWATER DEPT
2	TLB	4x4	Tlb	ROAD AND STORMWATER DEPT
1	fuel trailer	150L	Trailer	ROAD AND STORMWATER DEPT
1	Step-down trailer/Truck	Transport TLB's	Trailer	ROAD AND STORMWATER DEPT
1	Drip-side tipper	3 Ton	Truck	ROAD AND STORMWATER DEPT
4	drop side Flat Back	3 Ton	Truck	ROAD AND STORMWATER DEPT
1	15ton	16000L	Water Truck	ROAD AND STORMWATER DEPT
1	5-7 Seater	ground clearance 200min	MPV 1.3	TOWN PLANNING
10	Single Cab	2L Petrol	LDV	WATER & SANITATION
1	Single Cab	2L petrol	LDV 4x4	WATER & SANITATION
1	5-7 Seater	ground clearance 200min	MPV 1.3	WATER & SANITATION
1	3 ton truck, drop sides	3 Ton	Truck	WATER & SANITATION
2	15ton	16000L	Water Truck	WATER & SANITATION



Vehicle List tender 2018

Section	Qty	Item	Minimum Item Spec	Extras minimum spec
Section "A"	1	16 seater bus		
Section "A"	3	LDV S 4x4	2.5 L Diesel engine with at least 225mm ground clearance	
Section "A"	13	LDV S 2x4	2 L petrol or 2.5 L diesel Engines with at least 225mm Grond clearance	
Section "A"	11	LDV S	2 L petrol or 2.5 L diesel Engines with at least 225mm Grond clearance	
Section "A"	8	LDV S	1600 Petrol, Check list for spec	
Section "A"	2	LDV S	2.5L Diesel, Check list for spec	
Section "A"	2	7 seater Vehicle	Engine 1.6L petrol 81KW, Consumption 7.3 – 8.2L/100km	
Section "A"	3	7 seater Vehicle	Engine 1.3L petrol tyre size 185/70R14, ground clearance 200mm	
Section "A"	1	Mayoral vehicle	All terrain vehicle with 5 doors a 2.2 diesel engine and a variable speed gearbox and 215/60R17 tyres and a full size spare tyre.	
Section "B"	3	Water Trucks		Independent water pump and hoses one truck equiped for road spraying use
		Gross Weight	24,000 kg	1. The water pump shall be directly connected to the outlet of the tank and thru a by PTO driven by the pump engine.
		Engine Specification	6 Cylinder	2. The pump shall be capable of delivering a standard flow over 20m at flow rate of 220 litre per minute with a pipe size 50 x 50 mm, Maximum flow rate 500L/min.
			Turbo Diesel	3. The pumps and its component shall be of 316-grade stainless steel type with "run dry" characteristic. A copy the pump specification shall be provided upon tender submission.
			Intercooled	4. The control for the water pump shall be located in such a way that it can be easily operated from the ground level.
		Output	206 kW @ 2,400 rpm	5. All water pipes, hoses and connections shall be of non-corrosive materials. The connections and fittings shall be leak proof and easily accessible and replaceable.
		Max Speed	110 km/h	6. The water hose shall be located at the rear of the body frame. Water supply hose to be securely supported by the hose reel.
		Load Capacity	14,000 L	7. There shall be a provision of corrosion resistant container to stow the coupling of the hose.
		Fuel Capacity	400 L Diesel	8. A filter shall be provided between the pump and the hose.
Section "B"	1	Fuel Trailer	150L with pump and gage	
Section "B"	1	Step-down trailer/Truck	For transporting TLB's to work site	
				9. A relief valve shall be provided to limit water pump pressure.

Vehicle List tender 2018

Section	Qty	Item	Minimum Item Spec	Extras minimum spec
Section "B"	2	Cherry picker trucks	Refer to spec paper attached please complete	Reach 14meters, with independent runing drive motor for lift.
Section "B"	2	Cherry picker trailers		
			Configuration	
			Articulated boom configuration with telescopic boom jib	
			Minimum Horizontal Reach 6m	
			Minimum Vertical Reach 12m	
			Minimum rotation Minimum 360 deg	
			Basket	
			Minimum Capacity 200kg	
			Minimum 2 person	
			Engine stop start from basket	
			220V Plug in basket	
			12V Spot light	
			Self levelling	
			Overload protection system with overload buzzer	
			Basket to be made of fibber glass or polyethylene	
			Basket rotation with 100deg min	
			Warning Siren and Beacon	
			Outriggers	
			All outriggers to have load holding valves	
			Outrigger interlocking system according to SANS	
			Set of A frame and H frame legs	
			Independent Controls for each stabilizer leg	
			Each leg to have pressure sensor	
			Outriggers not to protrude past body	
			Controls	
			Chassi's Control and Basket Control Valve banks	
			All controls to work in conjunction with dead man switch	
			Unit to have emergency decent function	
			Stop switches at the chassis control and basket control valve banks	
			Hour meter that shows PTO hours	
			Power source	
			Petrol, deep cycle batteries electric combination	
Section "B"	3	Tipplers	6 ton	
Section "B"	7	3 Ton trucks	drop sides Open canopies	
Section "B"	1	Crane Truck	Dropsides and rear mount crane on double axel	
Section "B"	1	Fire engine	Fully equip with tools and ladders and 5000L water capacity and pumps, mounted on 4x4 truck body with ATM gearbox	
Section "B"	1	Fire Fighter Bush wacker	As set in spec - LDC with equipment	



Vehicle List tender 2018

Section	Qty	Item	Minimum Item Spec	Extras minimum spec
Section "B"	1	Fire Fighter Bush waker trailer	As set in spec	
Section "C"	2	Compact TLB Tractors	Sub-Compact TLB Tractor with 3 cylinder diesel motor	Engine power 17.1KW, PTO Power 13.2KW, Transmission HST, High-Low Gear shift. Lift capacity at lift point 550Kg, Tractor weight 720Kg
Section "C"	1	REFUSE COMPACTOR	MODEL BC672 RB-2 (330kW, 32700kg)	
Section "C"	1	EXCAVATOR	SK350LC-8 (209kW, 34400kg)	
Section "C"	2	TLB standard 4X4 TLB (72kW, 8040kg)		
		Engine spec	PowerTechTM4045T turbocharged, standard	DELIVERY TO SITE,
		Non-Road Emission Standard	EPA Tier 2 / EU Stage II emissions	100 HOUR SERVICE,
		Displacement	4.5 L	60 MONTH/ 5000 HOUR COMPREHENSIVE WARRANTY,
		Net Peak Power (ISO 9249)	72 kW @ 2 000 rpm	60 MONTH/5000 HOUR SERVICE PLAN (Includes 50km Travel)
		Net Peak Torque (ISO 9249)	392 Nm @ 1 400 rpm	1 CUBE STANDARD FRONT BUCKET,
		Net Torque Rise		39% 610MM STANDARD BACK HOE BUCKET (0.21 CUBE)
		Lubrication	Pressure system with spin-on filter & cooler	SPARE FRONT AND REAR WHEEL SET,
		Air Cleaner	Dual-stage dry type with safety element and evacuator valve	WORK LIGHTS,
				STROBE BEACON,
				OWNERS & PARTS MANUAL,
				WHEEL SPANNER,
				GREASE PUMP (FOOT TYPE),
				2 DAY ON SITE CERTIFIED OPERATOR TRAINING FOR 2 OPERATORS PER UNIT PURCHASED.
				305 MM TRENCHING BACK HOE BUCKET
				FOLD OUT BUCKET FORKS
				AIR CONDITIONING
Section "C"	2	4X4 TLB (72kW, 8040kg) Extended Back Hoe		
		Engine spec	PowerTechTM4045T turbocharged, standard	DELIVERY TO SITE,
		Non-Road Emission Standard	EPA Tier 2 / EU Stage II emissions	100 HOUR SERVICE,
		Displacement	4.5 L	60 MONTH/ 5000 HOUR COMPREHENSIVE WARRANTY,
		Net Peak Power (ISO 9249)	72 kW @ 2 000 rpm	60 MONTH/5000 HOUR SERVICE PLAN (Includes 50km Travel)
		Net Peak Torque (ISO 9249)	392 Nm @ 1 400 rpm	1 CUBE STANDARD FRONT BUCKET,
		Net Torque Rise		39% EXTENDIBLE BACK HOE BUCKET,
		Lubrication	Pressure system with spin-on filter & cooler	SPARE FRONT AND REAR WHEEL SET,
		Air Cleaner	Dual-stage dry type with safety element and evacuator valve	WORK LIGHTS,
				STROBE BEACON,
				OWNERS & PARTS MANUAL,
				WHEEL SPANNER,
				GREASE PUMP (FOOT TYPE),
				2 DAY ON SITE CERTIFIED OPERATOR TRAINING FOR 2 OPERATORS PER UNIT PURCHASED.
				305 MM TRENCHING BACK HOE BUCKET
				FOLD OUT BUCKET FORKS

Vehicle List tender 2018

Section	Qty	Item	Minimum Item Spec	Extras minimum spec
				AIR CONDITIONING
				305 MM TRENCHING BACK HOE BUCKET
				FOLD OUT BUCKET FORKS
				AIR CONDITIONING
Section "C"	2	Graders		
		General minimum		
			Net Power : 138 kW (185 hp)	DELIVERY TO SITE,
			Net Torque : 848 Nm at 1,000 rpm	100 HOUR SERVICE,
			Operating Weight : 670G - 18 591 kg / 672G - 19 360 kg	60 MONTH/ 5000 HOUR COMPREHENSIVE WARRANTY,
			Industry standard Antler Lever Controls	60 MONTH/5000 HOUR SERVICE PLAN (Includes 50km Travel)
			14ft Moldboard standard for versatile production capabilities	CLOSED CAB WITH AIR CONDITIONING,
			6.8L PowerTech Engine	SPARE WHEEL SET,
				WORK LIGHTS,
			Versatile machine configuration for all customer needs	STROBE BEACON,
				OWNERS & PARTS MANUAL,
				WHEEL SPANNER,
				GREASE PUMP (FOOT TYPE),
				5 DAY ON SITE CERTIFIED OPERATOR TRAINING FOR 2 OPERATORS PER UNIT PURCHASED.



BILL OF QUANTITIES

	REF NO	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					



NOTE:

1. This form must be completed in duplicate by both the successful bidder (Part 1) and the purchaser (Part 2). Both forms must be signed in the original so that the successful bidder and the purchaser will be in possession of originally signed contracts for their respective records.
2. NO correction fluid/tape may be used.
3. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.

PART 1 (To be completed by the TENDERER)

I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to **the Abaqulusi Municipality** in accordance with the requirements and specifications stipulated in tender number **8/2/1/42: SUPPLY AND DELIVERY OF FLEET VEHICLES ON HIRE PURCHASE**, as per pricing schedules above. My offer(s) remain(s) binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

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

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



CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (To be completed by ABAQULUSI 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.

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

SIGNED AT _____ on this _____ day of _____ 20____.

TO BE COMPLETED BY THE ABAQULUSI MUNICIPALITY

SIGNATURE:		OFFICIAL STAMP:
NAME (PRINT):		
WITNESS 1:		
WITNESS 2:		

16. DECLARATION BY TENDERER

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

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of *my / our tender and that I / we elect *domicillium citandi et executandi* (physical address at which legal proceedings may be instituted) in the Republic at:

I / We accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfillment of this contract.

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

I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid.

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