

TENDER NO.: 8/2/1/464

PROVISION OF FINANCE / FULL MAINTENANCE LEASE FOR THE SUPPLY,
DELIVERY, AND MANAGEMENT OF MOTOR VEHICLES AND YELLOW EQUIPMENT ON AN 'AS AND WHEN REQUIRED' BASIS, INCLUDING SALE AND
LEASEBACK OF EXISTING VEHICLES, 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:

S Dlamini

Fleet Management Unit

 $\textbf{Tel. Number: } 034\ 9822133\ ext.$

2349



TENDER DETAILS							
TENDER NUMBER:	8/2/1/4	8/2/1/464					
TENDER TITLE:	PROVISION OF FINANCE LEASE FOR THE SUPPLY, DELIVERY, AND MANAGEMENT OF MUNICIPAL VEHICLES ON AN 'AS AND WHEN RE- QUIRED' BASIS, INCLUDING SALE AND LEASEBACK OF EXISTING VE- HICLES, FOR A PERIOD OF 36 MONTHS						
CLOSING DATE:	15 D	ECEMBER 2025	CLOSING	G TIME:		12H00	
SITE MEETING:	DATE:	N/A	TIME:			COMPULSORY:	
SITE MEETING ADDRESS:	N/A		•				
CIDB GRADING REQUIRED:	NO	LEVEL AND CA	TEGORY:	N/A			
BID BOX NO:	1 OR 2	SITUATED AT: A The bid box is ge				of Mark & High Street, \alpha a week.	/ryheid
OFFER TO BE VALID FOR:	90	DAY FROM THE	CLOSING E	ATE OF BI	D.		
TENDERER DETAILS							
NAME OF TENDERER:							
NAME OF CONTACT PERSON:							
PHYSICAL ADDRESS:				POSTAL ADDRES			
TELEPHONE #:				FAX NO.			
E-MAIL ADDRESS:							
DATE:							
SIGNATURE OF TENDERER:							
CAPACITY UNDER WHICH TH	IIS BID IS S	IGNED:					

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.
- If the bid is late, it will not be accepted for consideration.

 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	Siphe Dlamini	
TEL.#	034 9822133 ext. 2284	034 9822133 ext. 2348	



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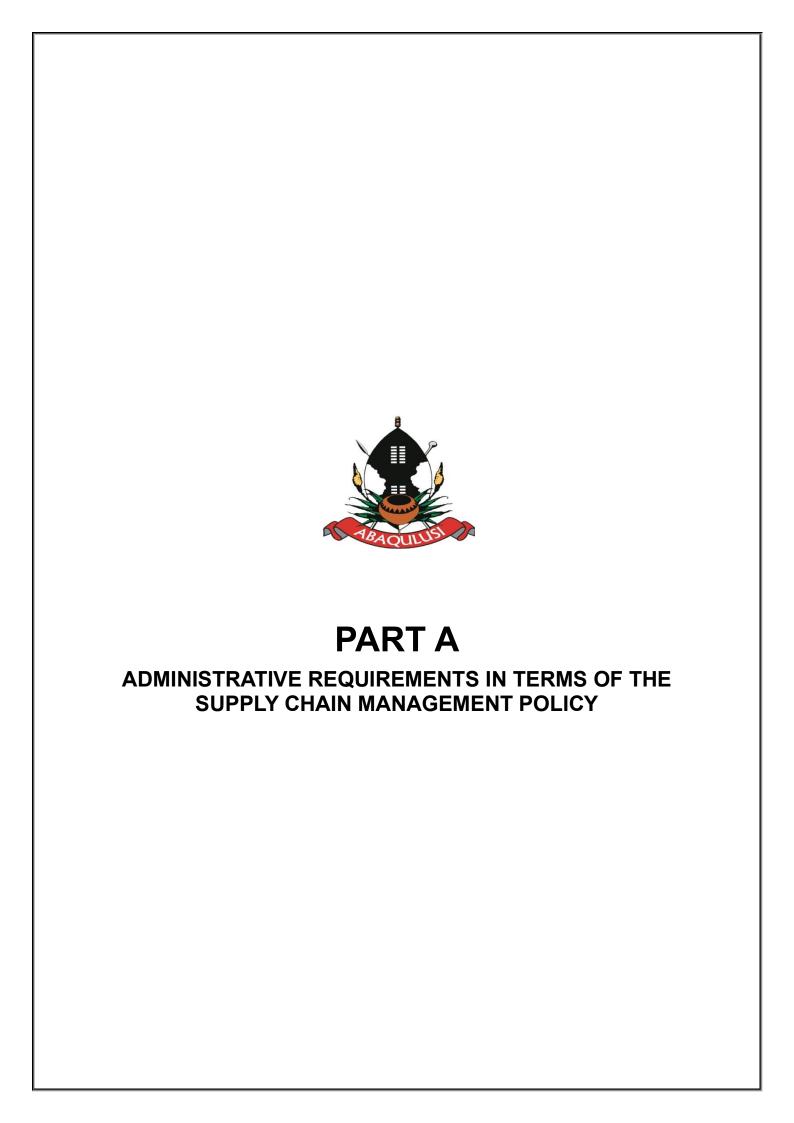
PRICING SCHEDULE5554

DECLARATION BY TENDERER8863

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16.

17.





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 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		

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2. TENDER NOTICE & INVITATION TO TENDER

TENDER NO. 8/2/1/464

PROVISION OF FINANCE LEASE FOR THE SUPPLY, DELIVERY, AND MAN-AGEMENT OF MUNICIPAL VEHICLES ON AN 'AS AND WHEN RE-QUIRED' BASIS, INCLUDING SALE AND LEASEBACK OF EXISTING VEHICLES, FOR A PERIOD OF 36 MONTHS

Bids are hereby invited from experienced Fleet Service provider with financial capacity to deliver on the project.

Interested Participants to get Bids documents on E-tenders (www.e-tenders.gov.za) as from the 14 NOVEMBER 2025.

Sealed tenders, with: Tender No. 8/2/1/464: PROVISION OF FINANCE LEASE FOR THE SUPPLY, DELIVERY, AND MANAGEMENT OF MUNICIPAL VEHICLES ON AN 'AS AND WHEN REQUIRED' BASIS, INCLUDING SALE AND LEASEBACK
OF EXISTING VEHICLES, 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 **15 DECEMBER 2025** at **12h00** and tenders will be opened in public at the Municipal Records Office. **Tenders must be valid for 90 days** after the closing date. Tenders shall be evaluated in terms of completeness, Responsiveness, functionality and the Preferential Procurement Regulations, 22022 and bidders may claim preference points in terms of specific goals and price. 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.

CONDITIONS:

No awards will be made to a Company and Person:

- Not registered on the Central Supplier Data base
- Who is in the service of the state
- 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
- Service Providers should be on Municipal Data Base if not please collect data base forms at SCM Office or download 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 Detailed Supplier Data base registration report
- Valid copy of company registration document not older than 30 days from closing date of the tender.
- Certified B- BBEE Certificate from registered accountant is required or original Sworn Affidavit from Commissioner of Oath.
- ❖ Fully Complete all the MBD'S on the tender document
- All items will be evaluated in terms of functionality and those failing to score 75% or more will be disqualified.
- 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.
- Submission of two (2) detailed portfolio of evidence (report copies) for fleet assessment work done previously
- Bank Guarantee or Guarantee of R15 million from any institution accredited by the FSB/FSCA or Reserve Bank
- Provide evidence of experience (i.e. letters of award/appointment) of at least Six (6) leasing contracts within the Public Sector for finance lease and/or full maintenance lease in the period 01 January 2022 to date of submission of this bid per more SCM anguiring places contact Supply Chain Management office at complete supply and a supply of the period of the

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

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.

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SP DLAMINI MUNICIPAL MANAGER

NOTECE NO:09/2025

3. TECHNICAL ADJUDICATION

Technical adjudication and General Criteria

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being a "Acceptable bid," and as such will be rejected.

"Acceptable bid" means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation as published on Government Gazette number 22549, dated 10 August 2001 including any other amendments made thereafter, in terms of which provision is made for this policy.

Tender responsiveness shall mean tender compliance with all the prescribed key requirements for submission with this tender which are regarded as eliminating factors.

RESPONSIVENESS: PRE-QUALIFICATION CONDITIONS

- The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 person prohibited from doing business with the public sector.
- The tenderer is registered on the Central Supplier Database (CSD) and attach copy of full report not older than 30 days from closing date of this tender. The tender's tax status on the CSD report must be compliant.
- The tenderer is not in arrears for more than 90 days with municipal rates and taxes and municipal service charges. The latest municipal account is to be attached. The statement must not be older than three months from the closing date of this tender. Alternatively, if the tenderer is currently leasing premises and is not responsible for the payment of municipal services, a copy of the Lease Agreement must be attached;
- A Joint-Venture Agreement, if applicable, is submitted with tender.
- The tenderer has not abused the Employer's Supply Chain Management System
- The tender must be compliant in their tax matters with the South African Revenue Services (SARS) as at the date of submission of this bid.
- Bidders should provide a Bank Guarantee or Guarantee of R50 million from any institution accredited by FSB/FSCA or Reserve Bank.
- A valid delegation of authority for signatory is provided and signed.
- Valid Tax Compliance Status Pin (For both Parties in case of a Joint Venture) not older than 90 days from date of submission of this bid.
- Submitted a valid copy of CIPC disclosure certificate not older than 30 days from closing date of the tender.
- Bid documents must be signed in black ink (no pencil is allowed or other colour).
- Bidder to provide offer for Sale and Leaseback (SLB) on existing leased vehicles
- Any alterations on the proposals or the tender document must be initialled.
- Provide evidence of experience (i.e. letters of award/ appointment) of at least ten (10) leasing contracts within the Public Sector for finance lease and/or full maintenance lease in the period

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01 January 2020 to date of submission of this bid.

ICASA certificate in the name of the Bidder.

PLEASE NOTE FAILURE TO COMPLY WITH THE ABOVE WILL MAKE YOUR BID NON-RESPONSIVE A CERTIFICATE OF ATTENDANCE AT BRIEFING MEETING

his 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
ocal Municipality onstarting atstarting at
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 ates 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
CAPACITYDATE AND TIME

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Authority to Sign a Bid

4. AUTHO	RITY TO	SIGN A BID
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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

Resolution signed by (name Capacity	and surname)						
Name and surname of delegatory	ated Authorised Signa-						
Capacity							
Specimen Signature							
Full name and surname of A	LL Director(s) / Member (s))					
1.		2.					
3.		4.					
5.		6.					
7.		8.					
Is a CERTIFIED COPY of	of the resolution attacl	hed?		YES		NO	
SIGNED ON BEHALF OF COMPANY / CC:			DATE:				
PRINT NAME:							
WITNESS 1:			WITNE	:SS 2:			
SOLE PROPRIETOR (SIN	GLE OWNER BUSINE	SS)					
1				the un	dersigned, h	ereby o	onfirm tha

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Authority to Sign a Bid

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	WITNESS 1:			WIT	NESS 2:					
3.	PARTNERSHIP	ARTNERSHIP								
	Ve, the undersigned partners in the business trading as hereby au-									
	thorize Mr/Ms		to sign this bid as well as any contract resulting							
	om the bid and any other documents and correspondence in connection with this bid and /or contract for and									
	on behalf of the abovemen	tioned part	nership.							
	The following particulars in	respect of	every partner must l	be furnis	hed and	signed	by ever	y partner:		
		Full name	of partner			Signature				
	SIGNED ON BEHALF OF PARTNERSHIP:			DATE:						
	PRINT NAME:									
	WITNESS 1:			WITNES	S 2:					
	CONSORTIUM We, the undersigned conso	-	y) to act as lead con	sortium _l	oartner a	nd furt	her autho			
	tender and any other docu on behalf of the consortium The following particulars in	1.	correspondence in (connecti	on with th	nis ten	der and /	or contract for and		
	Full Name of Consortium	·	Role of Consor				articipa-	•		
	ruii Name of Consortium	Member	Role of Consor	tium wen	iber		tion	Signature		
	SIGNED ON BEHALF OF PAF SHIP:	RTNER-				DATE	≣:			
	PRINT NAME:									
	WITNESS 1:				WITNES	S 2:				

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5. GENERAL CONDITIONS OF CONTRACT - GOVERNMENT PROCUREMENT

1. **DEFINITIONS**

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.
- 1.13. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.14. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.15. "GCC" means the General Conditions of Contract.
- 1.16. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.17. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

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- 1.18. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. "Project site" where applicable, means the place indicated in bidding documents.
- 1.21. "Purchaser" means the organization purchasing the goods.
- 1.22. "Republic" means the Republic of South Africa.
- 1.23. "SCC" means the Special Conditions of Contract.
- 1.24. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26. "Tort" means in breach of contract.
- 1.27. "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.
- 1.28. "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.

5. Use of contract documents and information; inspection.

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

9. Packing

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

10. Delivery

- 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 very 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;
 - 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.

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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 blue-prints, 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.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3. Payments shall be made by the purchaser **no later than thirty (30)** days after submission of an **invoice, statement** or claim by the supplier in co-operation with the Financial institution supplying

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

23. Termination for default

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- 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 of subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if

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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 0f 1998.
- 35.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

General Conditions of Contract (revised July 2010)

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6. GENERAL CONDITIONS OF TENDER

 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 coresponsible.

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-enterprise 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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7. 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 of 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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8. 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	3	NO	
3.7.1.	If so, furnish particulars:											
3.8.	Have you been in the service of the state for th	e pas	t twe	lve m	onths	?			YES	3	NO	
3.8.1.	If so, furnish particulars:											

- 1. a member of
 - i. any municipal council;
 - ii. any provincial legislature; or
 - iii. the National Assembly or the National Council of Provinces;
- a member of the board of directors of any municipal entity;
- 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 &}quot;Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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



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 share-holders or stakeholders in the service of the state?	YES	NO	
3.12.1.	If so, furnish particulars:	ı	l .	
3.13.	Do you or any of the directors, trustees, managers, principal shareholders, or stake- holders 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:	ı		

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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 Em- ployee Number	
	<u> </u>	1	<u> </u>	

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

4. DECLARATION

, the undersigned (name), certify that the information furnished in paragraph 3 above is correct. accept that the state may act against me should this declaration prove to be false.						
SIGNATURE		DATE				
NAME OF SIGNATORY						
POSITION						
NAME OF COMPANY						

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

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 $^{^{\}rm 3}$ $\,$ MSCM Regulations: "in the service of the state" means to be –



MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REG-ULATIONS 2022

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
 - (a) Price; and
 - (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender

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to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. **DEFINITIONS**

- (a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

$$Ps = 80\left(1 - \frac{Pt - Pmin}{Pmin}\right)$$
 or $Ps = 90\left(1 - \frac{Pt - Pmin}{Pmin}\right)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND IN-COME GENERATING PROCUREMENT

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3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80\left(1+rac{Pt-Pmax}{Pmax}
ight)$$
 or $Ps = 90\left(1+rac{Pt-Pmax}{Pmax}
ight)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Previously disadvantaged individuals	15	
Empowering the local based suppliers	5	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3.	Name of company/firm	
4.4.	Company registration number:	
4.5.	TYPE OF COMPANY/ FIRM	
	Partnership/Joint Venture / Consortium One-person business/sole propriety Close corporation Public Company Personal Liability Company (Pty) Limited Non-Profit Company State Owned Company [TICK APPLICABLE BOX]	

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
 - i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a

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result of having to make less favourable arrangements due to such cancellation;

- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME: DATE:	
ADDRESS:	
	3100

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FOR INFORMATION PURPOSES ONLY

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

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

2. BIDDERS OTHER THAN EMES

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

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9. BID EVALUATION CRITERIA AND PENALTIES

10.1	Previous Vehicle Management or Procurement experience Evaluation of the Tenderer's position in terms of previous experience. Emphasis will be placed on the following: Number of vehicles under management as at the date of submission i.e. full maintenance lease, finance lease, and managed maintenance. Give a detailed Call Centre infrastructure and your company's fleet management system capabilities Give your company's detailed fleet tracking capabilities
10.2	Company Experience: Provide evidence of experience (i.e. letters of award/ appointment) of at least ten (10) leasing contracts within the Public Sector for finance lease and/or full maintenance lease in the period 01 January 2022 to date of submission of this bid. Experience of contracts of similar size Provide 5 reference letters (stamped) not older than 24 months from date of RFP advertisement Some or all of the references will be contacted to obtain their input.
10.3	Fleet Management Systems and Assessment Portfolio of Evidence Call Centre (24/7) and Fleet Management Systems Submit two (2) detailed portfolios of evidence (report copies) for fleet assessment work that your company has previously performed
10.4	Financial ability to execute the contract: Evaluation of the Tenderer's financial ability to execute the contract. Emphasis will be placed on the following: Bank Guarantee or Guarantee of R50 million from any institution accredited by the FSB/FSCA or Reserve Bank Contact the Financial Institution to assess the Tenderer's financial ability to execute the contract and the Tenderer hereby grants his consent for this purpose.

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10.5	SARS Compliance
	 Good standing with SA Revenue Services The tenderer must attach a valid SARS tax verification PIN
10.6	Abaqulusi Procurement Policy
	If the Tender does not meet the requirements contained in the Abaqulusi Municipal Procurement Policy, and the mentioned framework, it will be rejected by the Council and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.
	Down Miles
10.7	Penalties The Abaqulusi Local Municipality will if upon investigation it is found that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Municipal Manager, one or more of the following penalties will be imposed:
	 Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer. Impose a financial penalty at the discretion of Council
	Restrict the contractor, its shareholders, and directors on obtaining any business from the Abaqulusi Local Municipality for a period of 5 years.
10.8	The additional conditions of Tender are:
	Abaqulusi Local Municipality may also request that the Tenderer provide written evidence that his financial, labour and resources are adequate for implementing the project.
	Abaqulusi Local Municipality reserves the right to appoint a firm of chartered accountants and auditors
	and / or execute any other financial investigations on the financial resources of any Tenderer. The Tenderer shall provide all reasonable assistance in such investigations.
	Abaqulusi Local Municipality reserves the right to appoint a firm of chartered accountants and auditors and / or execute any other financial investigations on the financial resources of any Tenderer. The Ten-



10. 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. wilfully 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? (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).	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)? (To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes	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:		

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4.4	nicipal	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, f	furnish	oarticul	ars:								
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											
4.5.1	If so, furnish particulars:											
CERTIFICATION I, the undersigned (full name),, certify that the information furnished on this declaration form true and correct. I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.												
GNATURE:							NAM	E (PRINT):				
APACITY:							DAT	≣:				
AME OF FIRM:												

4.

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11. 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:

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.

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- 5.1. has been requested to submit a bid in response to this bid invitation:
- 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		

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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.



12. 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,	axes or munic	cipal servic	e charges owed	by t	ality may the Ten	reject the tende derer or any of	its directors/mem-
I declare that I am duly aut of the firm) and hereby dec ber/partner of said firm is ir Africa, for a period longer t	clare, that to t n arrears on a	he best of iny of its m	my personal kno				
I further hereby certify that The Tenderer acknowledge being disqualified, and/or in	es that failure	to properly	y and truthfully co	ompl	lete this	schedule may r	esult in the tender
PHYSICAL BUS	SINESS ADDRES	SS(ES) OF TH	IE TENDERER			MUNICIPAL ACC	OUNT NUMBER
FURTHER DETAILS OF THE	BIDDER'S Dir	ector / Shar	reholder / Partners	s, etc	 :.:		
Director / Shareholder / partner	Physical add Busin		Municipal Accour	nt	dress	al residential ad- of the Director / cholder / partner	Municipal Account number(s)
NB: Please attach certiful If the entity or any agreement must be	of its Director	s/Sharehold	lers/Partners, etc.	rents	s/leases	premises, a copy	y of the rental/lease
Signature			Position				Date
	ISSIONER OF			Δn	nly offic	ial stamp of auth	ority on this page:
Signed and sworn to before r				Λþ	pry offic	iai stainp oi autii	only on this page.
thisday of20 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 OATH	S: -						
Position:							
Address:							
Tel:							

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PART B

PROJECT SCOPE; SPECIFICATIONS AND PRICING SCHEDULE

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13. SPECIFICATIONS

1. BACKGROUND

2. STANDARD VEHICLE SPECIFICATIONS

- 2.1 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.
- 2.2 The supplier guarantees that all items supplied under this bid will be new and unused, except for Sale and Leaseback vehicles (SLB).
- 2.3 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.
- **2.4** Specifications of requirements are attached as part of this bid document the contact person appointed for Fleet will assist in any unclear information.
- **2.5** 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.
- **2.6** Vehicle manufactures must provide an owner's manual and service schedule as a standard to all vehicles.
- **2.7** 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).
- **2.8** A spare wheel must be provided.
- 2.9 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.
- **2.10** Tenderers must specify dispatch period after placing of an order, clearly in terms of lead time and rate of dispatch.
- 2.11 Additional requirements may be added to the item should the workload require it.

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14. SCOPE OF WORK	
NAME OF BIDDING ENTITY:	

PROVISION OF FINANCE LEASE FOR THE SUPPLY, DELIVERY, AND MANAGEMENT OF MUNICIPAL VEHICLES ON AN 'AS AND WHEN RE-QUIRED' BASIS, INCLUDING SALE AND LEASEBACK OF EXISTING VEHICLES, FOR A PERIOD OF 36 MONTHS

1. DISCLAIMER

- 1.1 Whereas all reasonable care was taken in the preparation of this document, the information contained herein may not be conclusive. Accordingly, Abaqulusi Local Municipality, together with its fleet user groups, shall be held harmless to all third parties for any alleged material inaccuracy or inadequacy of the information that may be contained herein that leads to loss or damage of any nature or form.
- 1.2 Save where it is expressly stipulated in this document, no representation or warranty will be given by the Abaqulusi Local Municipality or any of its officials, agents or advisors with respect to the information or views contained herein or in relation to any note issued pursuant thereto.
- 1.3 These terms of reference (hereafter referred to as "TOR") have been compiled solely for the purpose set out herein and is not intended to form any part or basis of any investment decision by the bidders, their equity members or funders. Each person to whom the TOR documents is made available shall make their own independent assessment of the project after investigation and taking such other professional advice, as they deem necessary.
- 1.4 The Abaqulusi Local Municipality reserves the right to amend, modify terms and conditions set out in this document at its sole discretion or to withdraw the TOR or terminate the procurement process at any time, without prior notice and without liability to compensate or reimburse any persons or entity in relation thereto.

2. DEFINITIONS

- 2.1 Accessories Additional equipment fitted to a vehicle that does not form part of the vehicle's standard specification as released by the respective motor manufacturers. These items must not have any effect on the standard guarantees and warranties of the vehicles in question. It can include items such as radios, canopies, air conditioning, tow bars, tyre bands, window laminations, sunroof, decals, sirens, star bars, two-way radios, rubberising, etc.
- 2.2 **Daily Vehicle Working Hours (DVWH)** shall be expressed either as 12 hours per day or as 24 hours per day (Relevant vehicles will be identified during contract negotiations).
- 2.3 Driver an official / employee in possession of a valid unendorsed driver's licence which enables them to drive a specific category of vehicle and is authorized to do so in terms of a trip authority as issued or any other form of authorization.

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- 2.4 **Early Termination date** is the return of a vehicle to the Supplier greater than 60 days prior to the agreement termination date.
- 2.5 **Excess hourly charge –** is the pre-declared charge for each hour of operation in excess of the hours allowance published in the "vehicle schedule".
- 2.6 **Excess Km's charge –** is the pre-declared charge for each Kms travelled in excess of the Km's allowance published in the "vehicle schedule".
- 2.7 Finance Lease is the financing of a vehicle, exclusive of maintenance and in which ownership of the vehicle passes to the municipality at the end of the financing period. Finance Lease structures may include balloon payment options for cash flow purposes (as applicable)
- 2.8 **Full Maintenance Lease (FML) -** is the total rental of a vehicle which is inclusive of maintenance and tyres, wherein the risk and benefits are outsourced to a supplier for a period of time and agreed Km allowances. The supplier takes risk on the resale value and cost of maintenance and tyres.
- 2.9 **Merchant / Supplier** any legal entity which contracts with the service provider to provide goods or services to the municipality.
- 2.10 **Normal Termination** it is the return of vehicle to the service provider within 60 days prior to or 15 days after the agreement termination date.
- 2.11 Operating Lease is the total rental of a vehicle which is exclusive of maintenance and tyres, wherein the risk and rewards of ownership are outsourced to a service provider for a period of time and agreed kilometres. The supplier takes risk on the resale value.
- 2.12 Outright Purchase –Bidder will submit quotation prices for selected specified items to the municipality. The municipality will use its own discretion on the vehicle to be procured on an Outright Purchase basis. Total ownership of the vehicles will pass to the municipality upon the vehicle registration. Bidders will enter into an agreement with the municipality to Procure; provide Tracking and Managed Maintenance of the vehicles.
- 2.13 Sales and Leaseback (SLB) is the acquisition of all vehicles currently utilized by the municipality, either from the municipality itself and/or the current Service Provider, with the vehicles subsequently leased back to the municipality under a FML or Managed Maintenance arrangement, for a specified duration and predetermined kilometre allowance.
- 2.14 **Service Plan/Maintenance Plan/Motor Plan** a service as that can be optionally procured during the purchasing of the vehicle that will cover all cost in terms of normal services as set out in the vehicle's owner manual or handbook up until a specified kilometres or time period.
- 2.15 Spares any parts fitted to a vehicle ensuring that the vehicle is fully operational and functional and has to be replaced due to the malfunction thereof. The fitment of non-OEM approved spares will need to be done in consultation with the relevant user department without jeopardizing any warrantees of guarantees in terms of the vehicle.
- 2.16 **Vehicle Working Days (VWD)** shall be expressed either as 7 days / week or as 5 days /Week. (Relevant vehicles will be identified during contract negotiations)
- 2.17 **Vehicle schedule –** is the document concluded for each vehicle which shall as a minimum define vehicle details, period of rental, monthly rental, Kms / hourly allowance and excess Km's charges

3. BACKGROUND

3.1 Corporate Services is responsible for the formulation of the Fleet Policy and fleet compliance. Fleet management and other operational responsibilities are executed within each fleet user group's operational environment.

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- 3.2 The Abaqulusi Local Municipality provides services to citizens within the Abaqulusi Local Municipality, including, but not limited to the following:
 - 3.2.1 Provision of water and sanitation and maintenance of the infrastructure
 - 3.2.2 Provision of electricity and maintenance of electrical infrastructure
 - 3.2.3 Provision of emergency / disaster Management Services
 - 3.2.4 Provision of security, law enforcement and police services
 - 3.2.5 Provision and maintenance of parks
 - 3.2.6 Provision and maintenance of road infrastructure
- 3.3 The municipality requires the use of a reliable and readily available fleet for the successful execution of the relevant municipal service delivery mandates and to meet its overall objectives.

4. SCOPE OF THE CONTRACT

This bid provides for the provision of Fleet Management, on FML and SLB, and related services for the duration of 36 months on an "as and when required" basis to Abaqulusi Local Municipality. In terms of FML, the bidder will be required to provide both new and SLB vehicles, and take risk on the resale value and maintenance of the fleet. The successful bidder will implement the project in phases, detailed as follows:

- 4.1 Total study and assessment of Municipal owned fleet, including process management and funding structure (Detailed study methodology to be attached as an annexure failure will result in automatic disqualification).
- 4.2 Implementation of the recommendations (*vehicle procurement included*) and continuous management of the fleet

The Abaqulusi Municipality intends to outsource the management of its vehicle fleet and yellow equipment for a period of 36 months, which includes **but not limited** to the following services:

Vehicle Procurement	Preventative Maintenance
Sale and Leaseback	Fuel Management
Managed Maintenance	Continuous Advisory Services
Vehicle Telematics (Tracking)	Accident Management
Fleet Management Systems	Short-Term Rental

5. STATISTICS, QUANTITIES AND ESTIMATES

- 5.1 The statistical information is provided to assist the bidders in preparation of their bid submission however the Abaqulusi Local Municipality gives no assurances or warranties as to precision thereof or to future trends. Bidders will need to satisfy themselves about the information and make suitable provision for nonmaterial variations on the information provided.
- 5.2 The Abaqulusi Local Municipality does not guarantee any quantities in respect of the number of vehicles specified in this document.

6. KEY DELIVERABLES

6.1 Provision of vehicles to the municipality that are reliable and available in order to ensure business continuity of the Municipality;

- 6.2 Provision of reporting information systems that will bring efficiency and ensure economic viability of the services:
- 6.3 The active application and achievement of manufacture service and maintenance standards in accordance with Original Equipment Manufacturers (OEM) specification;
- 6.4 Implement an active fleet Telematics (tracking) system comprehensive and consolidated reporting platform based on vehicle usage and application;
- 6.5 The continuous measurement and review of vehicle usage and application in order to ensure smooth services delivery;
- 6.6 Provision of Fleet Management System (interface with all fleet system to provide a consolidated report); and
- 6.7 Reduce the cost of operating fleet in accordance with set and / stated benchmark.

7. SCOPE OF WORK

7.1 PROVISION OF VEHICLES

- 7.1.1 The Abaqulusi Local Municipality requires the services of a suitably qualified and capable service provider to provide services in relation to the provision of vehicles to the municipality on a Full Maintenance or Finance Lease basis, and Sale and Leaseback.
- 7.1.2 The Abaqulusi Local Municipality requires the use and enjoyment of the vehicles:
 - **Full Maintenance Lease** no intention of ownership at the end of the contract period. The bidder should quote on 108 000km over 3 years period.
 - **Finance Lease** Ownership of the vehicles will be transferred to the municipality at the end of the contract period. The bidder must provide for the maintenance (i.e., Bolt-on maintenance) for the duration of the contract up to a maximum 108 000 km.
 - Sale and Leaseback At contracting stage the Municipality and the successful Service
 Provider will assess the current vehicles and yellow equipment leased from the current Service Provider, to analyse the sale and lease back costs to consolidate into the new contract.
 - o If economically viable and risks mitigated, the newly appointed Service Provider will approach the current Service Provider for the acquisition of the current vehicles and yellow equipment to be leased back to the Municipality for a period of 36 months.
 - The current Service Provider will provide the settlement values to the newly appointed Service Provider at the time, for the Municipality to consider the sale and lease back of the current vehicles and yellow equipment, for the newly appointed Service Provider to lease back to the Municipality.
 - Ownership of the vehicles will be transferred to the municipality at the end of the contract peri-od.
- 7.1.3 Source suitable pricing that matches the approved specification from relevant manufacturers and suppliers in line with the approved specifications for consideration by the Abaqulusi Local Municipality,
- 7.1.4 Present relevant options to be considered by the Abaqulusi Local Municipality in relation to the vehicles or accessories to be purchased, including a cost benefit analysis for each option,

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- 7.1.5 Finance the entire vehicle procurement and delivery process (including initial licensing and registration of the vehicles).
- 7.1.6 Facilitate the fitments of all the required attachments and accessories as well as modifications required to ensure the vehicle is able to fulfil its functional requirements,
- 7.1.7 To manage the logistics, value chain for vehicle purchases, including production schedules, licensing and registration, branding, securing the relevant warranties and/ or maintenance plans, as well as the delivery of each vehicle to the Abaqulusi Local Municipality.

The Abaqulusi Local Municipality will not guarantee any quantities in respect of the vehicles specified in this document and requirements will be "<u>as and when"</u> the need arises and budget permit. However, in consideration of the commercial viability of the associated business transaction, the Abaqulusi Local Municipality will endeavour to source all its associated requirements from the contractor, except where the contrary is expressly provided for by the parties in the final agreement or in terms of legislation, but only to extent that, the contractor is willing and able to fulfil the reasonable requirements of the Abaqulusi Local Municipality.

7.2 FLEET SUPPORT SERVICES

Prospective bidders with the necessary knowledge, expertise, capacity and experience must submit proposals in line with the following requirements:

7.2.1 MAINTENANCE OF LEASED AND LEASEBACK VEHICLES

- 7.2.1.1 Bidders must submit proposals on how it will provide for maintenance of vehicles, accessories and fitments, in terms of Full Maintenance and Finance Leased vehicles.
- 7.2.1.2 The successful bidder will be required to maintain/ repair all leased vehicles in terms of manufacturer specifications.
- 7.2.1.3 The bidder will be required to maintain/ repair all other vehicles in accordance with industry and OEM acceptable standards of repair.
- 7.2.1.4 Bidders must submit proposals on how they will identify vehicles that are due for maintenance/ repair, and how the Abaqulusi Local Municipality will be informed in this regard.
- 7.2.1.5 Bidders must submit proposals on how they will ensure availability requirements are maintained during planned maintenance/repair of a vehicle.
- 7.2.1.6 Bidders must submit proposals on how they will provide for maintenance of all accessories and fitments on the vehicles in terms of manufacturer specifications or industry accepted standards, to ensure that such items are in working condition at all times.
- 7.2.1.7 Sale and Leaseback vehicles to be serviced and maintained for 108 000km for a period of 36 months.

7.2.2 MANAGED MAINTENANCE SERVICES FOR VEHICLES OWNED BY THE ABAQULUSI LOCAL MUNICIPALITY

The bidders must submit proposals on how they will provide managed maintenance services for vehicles owned by the Abaqulusi Local Municipality.

The successful bidder will be required to provide managed maintenance services, including but not limited to

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the following responsibilities in relation thereto:

- 7.2.1 Registering the Vehicles onto its fleet management system, and capturing information about the Vehicle make, range, model, registration number as well as the commencement date of the Managed Maintenance Services.
- 7.2.2 Ensuring that each Vehicle has a signed schedule to acknowledge activation of the Managed Maintenance services for purposes of accurate monthly billing and maintaining record of each Vehicle schedules signed by the Abaqulusi Local Municipality.
- 7.2.3 Providing Managed Maintenance Services on a planned and unplanned basis, as well as at the occurrence of emergencies and breakdown, as required by the Abaqulusi Local Municipality, including tyre management services, i.e. repairs and replacement, roadside breakdown assistance and the procurement of tyres at competitive prices.
- 7.2.4 Pre-empting and scheduling routine maintenance and/or servicing from the vehicles utilising management information available to it through the various sources, including information acquired from the vehicle management device.
- 7.2.5 Facilitating and co-ordination of maintenance, repairs, support and servicing of vehicles, including procuring and supplying quotation to Abaqulusi Local Municipality for the maintenance and repairs to be undertaken.
- 7.2.6 Scrutinising maintenance quotations and invoices from third party manufacturers and sub-contractors, to ensure market competitiveness in relation to pricing and nature of repairs.
- 7.2.7 Authorising maintenance and repairs subject to the agreed levels of authorisation granted by Abaqulusi Local Municipality and issuing an authorisation number to the Maintenance Provider, when the Vehicle is delivered for the Maintenance Services.
- 7.2.8 Ensuring that the maintenance provider carries out the work in accordance with the standards set out by the manufacturer and processing the maintenance providers' maintenance invoices for payment, including managing the vehicle warranty claims on behalf of Abaqulusi Local Municipality.
- 7.2.9 Maintaining up to date records of all maintenance undertaken on each vehicle, including date of maintenance, description, maintenance provider details, odometer reading (if applicable), invoice details, and cost. The bidder will be required to highlight exceptions to the Abaqulusi Local Municipality in terms of repetitive repairs and/or` replacements.
- 7.2.10 Invoicing the Abaqulusi Local Municipality for the actual cost of maintenance and repairs (without mark-up), carried out by third party maintenance providers.
- 7.2.11 Bidders must submit their proposals of how they intend processing the manufacturers service warranties and claims as and when they arise.

7.2.3 AVAILABILITY REQUIREMENTS

Bidders must submit proposal on how they will manage the availability of vehicles, including but not limited to execution of the following responsibilities in relation thereto:

- 7.2.3.1 Ensuring that each vehicle is available for the minimum required 85% of the Scheduled Operating Hours (SOH) per month.
- 7.2.3.2 The successful bidder will be required to capture and record the availability information for

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- each vehicle into an information system, including the scheduled operating hours of each vehicle, in order to monitor the achievement of availability and to report such availability accurately.
- 7.2.3.3 The successful bidder must inform the Abaqulusi Local Municipality about the anticipated downtime on a vehicle that has been submitted for maintenance and/ or repairs.
- 7.2.3.4 The availability shall be calculated per Vehicle, and expressed as a percent of the Scheduled Operating Hours for each month, whereby;
- 7.2.3.5 The Daily Vehicle Working Hours (DVWH) shall be expressed either as 12 hours per day or as 24 hours per day.
- 7.2.3.6 Vehicle Working Days (VWD) shall be expressed either as 7 days/ week or as 5 days/week.
- 7.2.3.7 The bidder must submit in its proposal interventions that it will implement in order to achieve the availability service levels of any vehicle provided.
- 7.2.3.8 The Abaqulusi Local Municipality may require replacement vehicles when a vehicle is undergoing insurance repairs. Bidders must submit proposals on how they will provide short term (ad-hoc) rental, for the period that a vehicle is undergoing insurance repairs.
- 7.2.3.9 The successful bidder will be required to provide the following reports to the Abaqulusi Local Municipality, in relation to the management and oversight of the Vehicle:
 - i. A cumulative monthly report of all vehicles and the levels of availability maintained for each vehicle.
 - ii. A cumulative monthly report of all vehicles maintained, serviced and/or repaired during the preceding month/s, including the vehicle class/category, date of repair, description of the repair and total costs incurred in respect of maintenance, service and/or repairs.
 - iii. A cumulative quarterly report, with a consolidated summary of all vehicles, highlighting negative trends and risks in relation to the maintenance and operation of such Vehicles.

7.3 PROVISION OF VEHICLE (TRACKING) MANAGEMENT TECHNOLOGY

Bidders must submit proposals of how they will provide systems to ensure that each vehicle is fitted with GPS enabled Vehicle Management Technology (VMT) and how the system will be managed.

- 7.3.1 Implement a system that will govern the movement of vehicles and ensure that municipal vehicles comply to the Traffic regulations.
- 7.3.2 Bidders must submit proposals of how they will arrange for and provide an automated logbook facility for each vehicle and how this system will be managed. The automated logbook facility must interface with the VMT.
- 7.3.3 Bidders must submit proposals of how they will arrange for and provide facilities to ensure that only authorized drivers are given access to specified vehicles.
- 7.3.4 Bidders must submit proposals on how they will report on vehicle utilization exception, including utilization percentage, use of vehicles outside normal working hours, use of vehicles outside of geo-fenced areas, excessive speed, harsh braking, and long idle, main battery disconnect, daily unit health check.
- 7.3.5 The VMT system must provide for the immobilization of the vehicle

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- 7.3.6 The VMT system must provide for remote vehicle immobilization by "authorized personnel" and must ensure safe vehicle stopping.
- 7.3.7 Driver ID restrictions and authorisation must be independent of the tracking device communications coverage
- 7.3.8 The proposed system offered by the bidder must be capable of interfacing with existing or newly developed ICT platforms without significant/major cost to the Abaqulusi Local Municipality.
- 7.3.9 The VMT system must provide for different vehicle and driver categories. Vehicle and driver categories must be linked so that only similar vehicle and driver categories will be accepted.

7.4 PROVISION OF CALL CENTRE SERVICES

The Abaqulusi Local Municipality requires vehicles to be supported through dedicated call centre service wherein affected parties can call in to log their queries and report vehicle breakdown and receive assistance.

- 7.4.1 The call centre will respond to maintenance, service and accident calls.
- 7.4.2 Preference will be given to an integrated solution that ensures that the service / information are/is provided within the Abaqulusi Local Municipality environment and that the data can easily be interfaced with the operational information.
- 7.4.3 Bidders must provide detail response on their call centre operations call centre dashboard and reports to be submitted in the bid response.
- 7.4.4 Bidders must maintain a fully operational call centre facility at the time of bid submission. The Municipality will inspect the premises prior to tender award, and failure to demonstrate compliance will result in disqualification.

7.5 PROVISION OF BREAKDOWN AND ROADSIDE ASSISTANCE

The Abaqulusi Local Municipality requires vehicles breakdown, roadside assistance and towing services:

- 7.5.1 The bidders must submit proposals of how it will manage the entire breakdown response process, ensuring continuous liaison and update to the relevant line manager and or driver until the breakdown is resolved.
- 7.5.2 The bidder shall provide access to the breakdown incidence through its call centre or liaison officer whose availability shall be 24/7 days a week.
- 7.5.3 The provision of roadside and breakdown services will be applicable to all leased and non-leased vehicle.
- 7.5.4 Wherever possible and necessary, a relieve vehicle may be provided and costs charged to the municipality for the duration of the vehicle repair. Approval must be obtained prior to the vehicle delivery to the municipality.

7.6 PROVISION OF REFUELLING SERVICES AND / OR SOLUTION

The Abaqulusi Local Municipality requires the service provider to ensure that vehicles are fitted with electronic refuelling systems and or / fuel card.

7.6.1 Service Provider must submit proposals of how they will provide, facilitate and manage services related to the provision of fuel and/or and fuelling facilities, through electronic fuelling systems or fuel card.

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- 7.6.2 Bidders must submit proposals for the following in relation to fuel:
 - 7.6.2.1 Forecourt fuelling for each vehicle Monitoring and scrutiny of fuelling transactions,
 - 7.6.2.2 Implementing consumption benchmarks per vehicle,
 - 7.6.2.3 Establishing a process to ensure that Vehicles are filled to capacity at each fill-up,
 - 7.6.2.4 Collect and maintain accurate fill-up details, including kilometres at time of fill-up,
- 7.6.3 Calculating the consumption for each fill-up and cost of consumption in excess of the benchmark,
- 7.6.4 Aggregating the costs of excess consumption by vehicle on a monthly basis,
- 7.6.5 Implementing systems to detect fuel abuse or fraud and assist the municipality to manage the associated risk.
- 7.6.6 Implementing an electronic fuel system to collect data in relation to these services and provide monthly reports of all transactions or services consumed by the Abaqulusi Local Municipality, including and where applicable, the vehicle registration (where applicable), merchant details; date of transaction, volume consumed and price, as well as the mileage of the Vehicle at the time of transaction.
- 7.6.7 Facilitating management intervention by providing reports on daily single variances, monthly trend analysis and comparison of expenditure per vehicle, driver and cost centre.

7.7 PROVISION OF SHORT-TERM RENTAL

The bidder will be required to provide and manage services and facilities related to the short-term rental of specified vehicles in accordance with municipality requirements. Bidders must submit proposals on how it will provide ad-hoc vehicle requirements, including, but not limited to, the following:

- 7.7.1 Procuring short-term rental vehicle from relevant and appropriate suppliers.
- 7.7.2 Ensuring that short-term rental of vehicles is made available at the required locations, as and when necessary and within the shortest possible period.
- 7.7.3 Ensuring that the vehicles are comprehensively insured for the time it is being used by the Abaqulusi Local Municipality.
- 7.7.4 Assisting the Abaqulusi Local Municipality to reasonably plan for Short-term vehicle rental in order to improve efficiency, quality, reliability, scheduling and the reduction of cost.
- 7.7.5 Ensuring that the vehicle is fit for the purposes required in terms of the short-term vehicle request form; and that it is delivered to the correct location, as specified.
- 7.7.6 Providing an analysis of all Short-term vehicles provided.
- 7.7.7 Providing a monthly report or relating to Short-term Vehicles ordered and/or delivered for use, including reference number, date of order, date of delivery, vehicle category, term of rental, rental rate/cost, and kilometres travelled as well as indicate the delivery timing of the short-term rental.
- 7.7.8 Ensuring that each short-term rental vehicle delivered to the User Department is available for 100% of scheduled operating hours.

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7.8 PROVISIONING OF LICENSING SERVICES

- 7.8.1 The bidder will be required to provide, facilitate and manage services to ensure that vehicles are registered and licensed at all times, including obtaining certificate of fitness (COF) and operator cards where necessary.
- 7.8.2 The bidder will be required to arrange for and provide facilities for registration and licensing of the specified vehicles in accordance with relevant legislation, including the registration of specified vehicles as emergency vehicles.
- 7.8.3 The Abaqulusi Local Municipality will only pay for the actual registration or licensing of vehicles as and when required.
- 7.8.4 Bidders must submit a proposal of how they will fulfil the requirements of the Abaqulusi Local Municipality as it relates to the licensing of vehicles.

7.9 TRAFFIC FINE MANAGEMENT SERVICES

The bidder will be required to arrange for and provide facilities for the administration of driving licenses as well as the redirection and settlement of traffic fines, including but not limited to:

- 7.9.1 Registration and authorisation of each driver that has been approved to drive a vehicle managed by the successful bidder.
- 7.9.2 Issuing each authorised driver with an electronic driver identification tag that is able to link each driver to a specific vehicle each time that the driver has driven such vehicle.
- 7.9.3 Informing the Abaqulusi Local Municipality of the validity of the driver's licenses or Professional Driving Permit of any driver that intends to use a vehicle.
- 7.9.4 Redirecting all infringement notices in respect of relevant Vehicles in accordance with the AARTO regulations.
- 7.9.5 Developing and maintaining an updated database of all authorised drivers and all other information or data relevant for the management and redirection of fines.
- 7.9.6 Identifying repeat offenders and reporting same for intervention and management of the risk by the User Department Manager.
- 7.9.7 Bidders must submit proposals of how they will ensure that traffic fines are registered and administered timeously, including redirecting of fines to the relevant driver / or appropriate cost centre, where necessary. Bidders must include in their proposal how they intend to manage the driver database.

7.10 FITMENT OF VEHICLE ACCESSORIES

The bidder must ensure that all vehicles are fit-for-purpose and fitted with the required accessories. The bidders must familiarize themselves with the assets class and type currently used by the municipality to ensure compliance with the bid requirements.

- 7.10.1 The bidder shall fit to the municipal vehicle's accessories and fitments necessary for the municipal operations.
- 7.10.2 The bidder shall provide financing for accessories and fitments at the same financing rate and term as applicable to capital cost of the leased vehicle

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- 7.10.3 The bidder shall fit non-removable decals with the name and other relevant details of the user group in highly visible areas of all leased and municipal vehicles
- 7.10.4 The bidder shall upon request and at the cost of the municipality, remove accessories / fitments from one vehicle for installation to other vehicles identified by the municipality.
- 7.10.5 The bidder shall advice the municipality about the selection of accessories / fitments necessary to meet fleet Requirement
- 7.10.6 The bidder shall ensure that the accessories / fitment complies with legislation and in line with OEM standards.

7.11 VALUE ADDED SERVICES

The bidder will be required to provide value add services (VAS) and other fleet administration services, including but not limited too

7.11.1 Performance Reporting

The bidder will be required to collect, maintain and provide "up to date" vehicle information (including exceptions), management records and related reports to stakeholders and line managers periodically.

Bidders must propose a reporting regime that includes, but not be limited to: -

- i. Detailed operational exception reports (Daily and Weekly);
- ii. Detailed consolidated operational reports with detailed analysis, exceptions and interventions / solutions (Monthly);
- iii. Cumulative reports with trend analysis and projections (Annually).
- iv. Comparative summary reports with trend analysis and projections (Quarterly)

7.11.2 Fleet Performance Reporting

Bidders must propose specific mechanisms and systems (system capabilities to be included in the response) that they will use to report performance in relation to the following fleet performance indicators:

- a. **Vehicle Availability Ratio** To measure and report on the average time that a vehicle is available for use during any scheduled operating time or shift.
- b. **Vehicle Utilization Ratio** To measure and report on the extent to which the vehicles are used.
- c. **Spare Capacity Ratio** To measure whether sufficient vehicles are available to perform work to the required service level standards and to justify the fleet size or population.

7.11.3 Skills Transfer and Social Engagement

The bidder will be required to up-skill and train operators and administrators of the municipality to ensure skill and knowledge transfer during the implementation of the project. It is the intended requirement to also ensure that the mobility requirement of the municipality is implemented in a manner that will ensure that there are economic spin-off and broad participation of the community in the project.

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- Training to be aligned with the project outcome including drivers, operators and administrator's empowerment initiatives.
- II. Community and / or business-based participation in the project to ensure favourable economic spin-off.
- III. Localization of services to existing business enterprises particular Historical Disadvantage individual

7.12 PROVISION OF DETAILED FLEET ASSESSMENT AND ANALYSIS

Bidders must undertake annually, detailed Fleet Assessment and analysis exercise covering various aspects of fleet management services. The assessment will provide insightful understanding to the municipality of its current fleet status and operational efficiencies. The information collated will be used to streamline the operations and procurement of vehicles in line with stated outcome of reducing costs.

- 7.12.1 The bidder will perform on an annual basis detailed fleet feasibility study and assessment to inform and advice the municipality on its fleet compliment. The assessment will be carried out prior to financial year end as part of assets management and reporting for the purpose of preparing Annual Financial reports.
- 7.12.2 The bidder will, at the initial stage, undertake an audit (verification) on existing assets, age and compatibility with area of operation. This will also include a detailed development of fleet policies and lifecycle replacement process.
- 7.12.3 Identifying viable strategy for assets and vehicles maintenance, repairs and disposal at the end of the lifecycle.
- 7.12.4 The bidder will advise the municipality on continuous basis on the efficient way of managing vehicles and assets to achieve the following objectives:
 - i. **Saving costs** provision of information on the cost versus benefit analysis
 - ii. Developing management and operational standards, policies and procedures
- 7.12.5 The bidder is to provide options on a continuous basis as to how the municipality can fund procurement of vehicles and equipment "on and as" when required. This is meant to improve financial liquidity of the municipality without compromising service delivery.

8. STRUCTURE AND FORMAT OF BID/ SUBMISSION

- 8.1 Proposal from qualified, experienced and capable service providers must address the elements for each of the services requirements.
- 8.2 Methodology and work breakdown framework, i.e. Summary description of the offering, and the approach/model.
- 8.3 Operational implementation plan, i.e. Summary of the core and secondary activities.
- 8.4 Cost optimization plan, i.e. Summary of interventions and alternatives that the bidder will implement to reduce or curb cost in relation to the service offering.
- 8.5 Quality management and support plan, i.e. proposals of how the bidder will assure that the services are provided at the required levels.
- 8.6 Operational risk management plan, i.e. Summary of risks associated with the service offering.
- 8.7 Performance monitoring and reporting framework, i.e. Summary of the associated management information that the bidder will provide in relation to the services.

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8.8 Skills transfer, i.e. bidder's proposal on transferring fleet management skills to the municipal employees.

Financial position: three years audited financial statement or independently reviewed financial statements.

15. 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
conditions of contract to the entire satisfaction of the AbaQulusi Municipality and subject to the conditions of tender
for the amounts indicated hereunder:

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Item	Description	Unit	Unit Price (Excl. VAT)
	Hardware	once-off	R
	Installation fee	once-off	R
Vehicle tracking and monitoring	Service fee	per month	R
	De-installation fee	as and when	R
	Re-installation fee	as and when	R
	Call-out fee	as and when	R
	Driver ID tags	once-off	R
	Hardware	once-off	R
	Installation fee	once-off	R
Fuel management	Service fee	per month	R
	De-installation fee	as and when	R
	Call-out fee	as and when	R
	Initiation/ take-on fee	once-off	R
Fleet management system	Service fee	per month	R
	Initiation/ take-on fee	once-off	R
Fines management	Service fee	per month	R
	Initiation/ take-on fee	once-off	R
Managed maintenance	Service fee	per month	R
Fleet reports	Service fee	per month	R
-		·	
Fleet assessment (incl. ad-hoc consulting and advisory)	Service fee	once-off (Annually)	R
B 111	Initiation/ take-on fee	once-off	R
Roadside assistance	Service fee	per month	R
	Initiation/ take-on fee	once-off	R
Insurance and accident management	Service fee	per month	R
	Initiation/ take-on fee	once-off	R
Vehicle license management	Service fee	per month	R

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Full Maintenance Lease Pricing Offer

Item No	Description	Product	Make and Model	Unit Price per month (Excl. VAT)	Kilometres pm	Excess cents per Km
1	Sedan/Hatch 1800 - 2200	FML		R	3000	R
2	Sedan/Hatch 1400 – 1650	FML		R	3000	R
3	4x2 Single/Ex- tended/Xtra/Club Cab LDV	FML		R	3000	R
4	4x4 LDV Single/Ex- tended/Xtra/Club Cab LWB Automatic	FML		R	3000	R
5	4x4 LDV Double Cab Automatic	FML		R	3000	R
6	Minibus: Min. 11-Seater	FML		R	3000	R
7	Minibus: +16-Seater	FML		R	3000	R
8	4x4 LDV Skid Unit (Emergency Vehicles)	FML		R	3000	R
9	4x4 LDV RIV (Emergency Vehicles)	FML		R	3000	R
10	Crew Cab with Half Canopy	FML		R	3000	R
11	Water Tanker (Drinking Water)	FML		R	3000	R
12	Honey Sucker	FML		R	3000	R

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13	Recycling Combination Ma- chine (Sewer & Storm Water Drain Cleaner)	FML	R	3000	R
14	Cherry Pickers Truck with a 15m Boom	FML	R	3000	R
15	4x4 TLB	FML	R	160 Hours	R
16	Triaxle Low Bed Trailer	FML	R		R
17	Fuel Trailer	FML	R		R
18	SUV 3.0d SUV	FML	R	5000	R
19	19m3 Refuse Compactor with bin lifters	FML	R	3000	R
20	Motor grader	FML	R	160 Hours	R
21	Skip Loader – 10 ³ with bin hooks	FML	R	3000	R
22	10 ³ Tipper Truck	FML	R	3000	R
23	Excavator	FML	R	160 Hours	R

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Sale and Leaseback Preliminary Pricing Offer

Insert a table of current Municipal vehicles which will be offered as Sale and Leaseback. The following information must also be provided:

Item	Make and model	Year	Quantities	Latest estimated Mileage (km) or Hours	SLB offer Price per vehicle
Example	Toyota Hilux, 2.0 VVT, SC, 4x2	2022	4	98 000	R128 500.00
1					
2					
3					
4					
5					

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ITEMS	Fleet type	Number of Vehicles
1	Sedan 1.6 (Traffic Department)	1
2	Sedan 1.6	1
3	4x2 LDV	1
4	4x4 Single Cab Long Base	1
5	4x4 Club Cab	1
6	4X4 LDV Single cab	1
7	4X4 LDV Double Cab	1
8	Minibus /Kombi 16-Seater	1
9	4X4 LDV SKIT UNIT (Emergency Vehicles)	1
10	4X4 LDV RIV (Emergency Vehicles)	1
11	Crew Cab	1
12	10 Tonne Water Tanker 16000L (Drinking Water)	1
13	Honey Sucker	1
14	Tow Truck	1
15	Jet Truck	1
16	Crane Truck	1
17	TLB	1
18	Low bed	1
19	SUV 2.8L –Automatic 4x4	1
20	Fuel Trailers	1
21	12 ³ Refuse Compactor – 10 Tonne	1
21	9 Tonne Skip Loader – 6³ Bin	1
22	Motor grader	1
23	6 ³ Tipper Truck	1
24	Excavator	1
	Total	

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NOTE:

- 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.
- 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 **8/2/1/464**: **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 2022
 - (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.

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

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1. SEDAN (TRAFFIC)

VEHIC	CLE SPECIFICATION: Sedan	1.6 Litre (Traffic Department)				
VEITING	JEE OF EON TOXATION. GOVERN	no Entro (Tramo Bopartmont)				
		SPECIFICATION	SPECIFICATION			
			REQUIREMENT MET			
NO	DESCRIPTION	ТУРЕ	YES	NO		
1.1	VEHICLE DESCRIPTION	Four door Sedan				
1.2	POWER OUTPUT	81 @5800 kW				
1.3	ENGINE CAPACITY	1.6 Litre or Higher specs				
1.4	CONFIGURATION	4 – cylinder, Turbocharged				
1.5	TRANSMISSION	5 Speed Manual				
1.6	FUEL TYPE	Petrol				
1.7	TORQUE	152 Nm – 3800 - 4000				
1.8	COLOUR	White				
1.9	WINDOW	Power / electric window				
1.10	STEERING	Power steering				
1.11	INTERIOR	Air conditioned – manual				
1.12	BRAKES	Anti-Lock Braking System				
1.13	SAFETY	Airbags – for driver and passenger. Traction control; Vehicle Stability Control				
1.14	THEFT PROTECTION	Immobiliser Alarm				
REQU	IIREMENT:			-		
1.15	REGISTRATION & LICENCE	Supplied and fitted				
1.16	NUMBER PLATES	Supplied and fitted				
ACCE	SSORIES:					
1.17	ADDITIONAL ACCESSORIES	Traffic Strobe lights, Siren Grille lights, Wig-Wag lights Public Address System Ra- dio Communication				
1.18	TOW BAR	Municipal Branding Logo / Crest				
1.19	ADDITIONAL SECURITY	Tracking and Dash camera				

2. SEDAN

VEHIC	CLE SPECIFICATION: Sedan	1.6 Litre		
		SPECIFICATION		
			REQUIREMENT MET	
NO	DESCRIPTION	TYPE	YES NO	
1.1	VEHICLE DESCRIPTION	Four door Sedan		
1.2	POWER OUTPUT	81 @5800 kW		

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1.3	ENGINE CAPACITY	1.6 Litre or Higher specs	
1.4	CONFIGURATION	4 – cylinder, Turbocharged	
1.5	TRANSMISSION	5 Speed Manual	
1.6	FUEL TYPE	Petrol	
1.7	TORQUE	152 Nm – 3800 - 4000	
1.8	COLOUR	White	
1.9	WINDOW	Power / electric window	
1.10	STEERING	Power steering	
1.11	INTERIOR	Air conditioned – manual	
1.12	BRAKES	Anti-Lock Braking System	
1.13	SAFETY	Airbags – for driver and passenger. Traction control; Vehicle Stability Control	
1.14	THEFT PROTECTION	Immobiliser Alarm	
REQU	IREMENT:		
1.15	REGISTRATION & LICENCE	Supplied and fitted	
1.16	NUMBER PLATES	Supplied and fitted	
ACCES	SSORIES:		
1.17	ADDITIONAL ACCESSORIES		
1.18	TOW BAR	Municipal Branding Logo / Crest	
1.19	ADDITIONAL SECURITY	Tracking and Dash camera	

3. LDV Single Cab Long base

		SPECIFICATION			
			REQUIREMENT MET		
NO	DESCRIPTION	TYPE	YES	NO	
1.1	VEHICLE DESCRIPTION	Long wheelbase – Pick-up Truck			
1.2	LOAD CAPACITY	1.5-tonne payload			
1.3	ENGINE CAPACITY	4-cylinders			
1.4	POWER	85Kw (114 hp)			
1.5	TRANSMISSION	5 Speed – Manual RWD			
1.6	FUEL TYPE	Diesel			
1.7	TORQUE	176@1800			
1.8	TURBOCHARGER	Standard			
1.9	DRIVEN WHEELS	4x2 wheel drive.			
1.10	COLOUR	White			
1.11	WINDOW	Power / electric window			
1.12	STEERING	Power steering			
1.13	INTERIOR	Air conditioned – manual			
1.14	BRAKES	Anti-Lock Braking System			

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1.15	SAFETY	Airbags – for driver and passenger. Traction control; Vehicle Stability Control	
1.16	THEFT PROTECTION	Immobiliser Alarm	
	REQUIREMENT:		
1.17	REGISTRATION & LICENCE	Supplied and fitted	
1.18	NUMBER PLATES	Supplied and fitted	
	ACCESSORIES:		
1.19	LOAD BIN	Protective rhino lining and canopy toolbox	
1.20	TOW BAR	Supplied and fitted	
1.21	RUBBERISING	Heavy duty rubberising on the base of the vehicle	
1.22	ADDITIONAL SECURITY	Tracking and Dash camera	

4. LDV Single Cab Long base

VEHIC	/EHICLE SPECIFICATION: Long wheelbase High Ride 4X4 – 1-ton payload				
		CDECIFICATION.			
		SPECIFICATION	PEOLIIPI	EMENT MET	
NO	DESCRIPTION	TYPE	YES	NO NO	
1.1	VEHICLE DESCRIPTION	Long wheelbase High Ride LDV with differential lock	_		
1.2	LOAD CAPACITY	1-ton payload			
1.3	ENGINE CAPACITY	4-cylindders; 2.0 – 2.5 litre; min. 110kW and 400Nm torque			
1.4	TYRE SIZE	265/65R17			
1.5	TRANSMISSION	automatic multipoint fuel injection			
1.6	FUEL TYPE	Diesel			
1.7	TORQUE	182Nm@+4000rpm			
1.8	POWER OUTPUT	100kw @5600rpm			
1.9	DRIVEN WHEELS	4x4 wheel drive.			
1.10	COLOUR	White			
1.11	WINDOW	Power / electric window			
1.12	STEERING	Power steering			
1.13	INTERIOR	Air conditioned – manual			
1.14	BRAKES	Anti-Lock Braking System			
1.15	SAFETY	Airbags – for driver and passenger. Traction control; Vehicle Stability Control			
1.16	THEFT PROTECTION	Immobiliser Alarm			
	REQUIREMENT:				
1.17	REGISTRATION & LICENCE	Supplied and fitted			
1.18	NUMBER PLATES	Supplied and fitted			
	ACCESSORIES:				

1.19	LOAD BIN	Protective rhino lining and canopy toolbox	
1.20	TOW BAR	Supplied and fitted	
1.21	IRTIBRERINIU.	Heavy duty rubberising on the base of the vehicle	
1.22	ADDITIONAL SECURITY	Tracking and Dash camera	

5. CLUB CAB 4X4

VEHIC	/EHICLE SPECIFICATION: Long wheelbase High Ride 4X4 – 1-ton payload				
		SPECIFICATION			
			REQUIREMENT MET		
NO	DESCRIPTION	TYPE	YES	NO	
1.1	VEHICLE DESCRIPTION	Club Cab / Extended Cab			
1.2	LOAD CAPACITY	1-ton payload			
1.3	ENGINE CAPACITY	1.9 Litres – (1870 cc)			
1.4	DRIVE TYPE	Four Wheel Drive			
1.5	TRANSMISSION	5 Speed Manual – with Manual shifter			
1.6	FUEL TYPE	Diesel			
1.7	TORQUE	265Nm@			
1.8	POWER OUTPUT	84 Kw (113 hp)			
1.9	DRIVEN WHEELS	4x4 wheel drive.			
1.10	COLOUR	White			
1.11	WINDOW	Power / electric window			
1.12	STEERING	Power steering			
1.13	INTERIOR	Air conditioned – manual			
1.14	BRAKES	Anti-Lock Braking System			
1.15	SAFETY	Airbags – for driver and passenger. Traction control; Vehicle Stability Control			
1.16	THEFT PROTECTION	Immobiliser Alarm			
	REQUIREMENT:				
1.17	REGISTRATION & LICENCE	Supplied and fitted			
1.18	NUMBER PLATES	Supplied and fitted			
	ACCESSORIES:				
1.19	LOAD BIN	Protective rhino lining and canopy toolbox			
1.20	TOW BAR	Supplied and fitted			
1.21	RUBBERISING	Heavy duty rubberising on the base of the vehicle			
1.22	ADDITIONAL SECURITY	Tracking and Dash camera			

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6. LDV: DOUBLE CAB 4X4 LDV

SPECIFICATION				
			REQUIREMENT MET	
NO	DESCRIPTION	TYPE	YES	NO
1.1	VEHICLE DE- SCRIPTION	Double Cab 4X4 LDV with differential lock		
1.2	ENGINE CAPACITY	4-cylindders; 1.9 – 2.5 litre; min. 120kw and 400Nm torque		
1.3	TYRE SIZE	265/65R17		
1.4	TRANSMISSION	Automatic multipoint fuel injection		
1.5	FUEL TYPE	Diesel		
1.6	TORQUE	500NM@+1600RMP		
1.7	POWER OUTPUT	150KW@202HP		
1.8	DRIVEN WHEELS	4x4 wheel drive.		
1.9	COLOUR	White		
1.10	WINDOW	Power / electric window		
1.11	STEERING	Power steering		
1.12	INTERIOR	Air conditioned – manual		
1.13	BRAKES	Anti-Lock Braking System		
1.14	SAFETY	Airbags – for driver and passenger. Traction control; Vehicle Stability Control		
1.15	SECURITY	Immobiliser Alarm		
	REQUIREMENT:			
1.16	REGISTRATION & LICENCE	Supplied and fitted		
1.17	NUMBER PLATES	Supplied and fitted		
	ACCESSORIES:			
1.18	LOAD BIN	Protective rhino lining		
1.19	TOW BAR	Supplied and fitted		
1.20	RUBBERISING	Heavy duty rubberising on the base of the vehicles		
1.21	ADDITIONAL SECURITY	Tracking and Dash camera		

7. MINIBUS/ 14-SEATER

VEHICLE SPECIFICATION: MINIBUS/COMBI					
		SPECIFICATION			
				REQUIRE	MENT MET
NO	DESCRIPTION	TYPE		YES	NO

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1.1	BODY TYPE	minibus / Light Bus	
1.2	SEATING CAPACITY	14 Seats (Including Driver)	
1.3	ENGINE CAPACITY	2.5 Diesel	
1.4	DISPLACEMENT	2494cc	
1.5	TRANSMISSION	Automatic – Rear Wheel Drive	
1.6	CONFIGURATION	4 Cylinder Inline, Intercooled Turbo	
1.7	TORQUE	260 – 300 Nm (peaking around1400 – 3200 rpm)	
1.8	POWER OUTPUT	75 -85 kW (101 – 115 hp)	
1.9	FUEL SYSTEM	Direct Injection	
1.10	COLOUR	White	
1.11	WINDOW	Power steering	
1.12	STEERING	Power steering	
1.13	INTERIOR	Air conditioned – manual	
1.14	BRAKES	Anti-Lock Braking System	
1.15	SAFETY	Airbags – for driver and front passenger. Passenger seatbelts. Illuminated entry	
1.16	SECURITY	Immobiliser Alarm	
	REQUIREMENT:		
1.17	REGISTRATION & LICENCE	Supplied and fitted	
1.18	NUMBER PLATES	Supplied and fitted	
	ACCESSORIES:		
1.19	TOW BAR	Supplied and fitted	
1.20	ADDITIONAL SECURITY	Tracking and Dash camera	

8.

9. 4X4 LDV SKID UNIT (EMERGENCY VEHICLE)

		SPECIFICATION		
			REQUI	REMENT MET
NO	DESCRIPTION	TYPE	YES	NO
1.1	VEHICLE DESCRIPTION	Single Cab 4X4 LDV with differential lock		
1.2	LOAD CAPACITY	1 ton payload		
1.3	ENGINE CAPACITY	Turbocharged min. 150kW and 500Nm torque		
1.4	TYRE SIZE	265/70R18		
1.5	TRANSMISSION	Automatic 6-speed with low and high range		
1.6	FUEL TYPE	Diesel		
1.7	TORQUE	700Nm@1600-2600rpm		

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1.8	POWER OUTPUT	225Kw340rpm		
1.9	DRIVEN WHEELS	4x4 wheel drive		
1.10	COLOUR	Fire engine Red		
1.11	WINDOW	Electric window		
1.12	STEERING	Power steering		
1.13	INTERIOR	Air conditioned - manual		
1.14	BRAKES	Anti-Lock Braking System		
1.15	SAFETY	Airbags – for driver and passenger.		
1.16	SECURITY	Immobiliser Alarm		
	REQUIREMENT:			
1.17	REGISTRATION & LICENCE	Supplied and fitted		
1.18	NUMBER PLATES	Supplied and fitted		
	ACCESSORIES:			
1.19	SUPERSTRUCTURE	Drop-in SKID UNIT Aluminium frame 1xrear load box 1x spare wheel mounting 600 litres step tanker polypropylene 25 litre polypropylenes Class A foam system Portable pump out- put@10 bar (41lpm) pressure 100 bar 2 x Aluminium hose reels with 40m x 11mm fire-resistant, high-pressure water hose fitted with pistol type varia- ble spray nozzle able to shut the flow of water. A 3-tone siren with Hyper, Yelp and auxiliar tones with a hard wire micro- phone, PA system and speakers.		
1.21	EMERGENCY LIGHTING	The following emergency lighting to be fitted to the vehicle: 1 x Low profile LED bar on the cab roof. 2 x LED strobe lights at the front of the vehicle. 2 x LED strobe lights at the rear of the vehicle. 2 x LED strobe lights on the side of the vehicle. 2 x LED strobe lights at the rear of the vehicle. 2 x LED strobe lights at the rear of the cab of the vehicle.		
1.22	MISCELLANEOUS EQUIPMENT	Removable water pump with capacity of 600litres per min. 3metre suction hose compatible with the pump		
1.23	BULL BAR	Heavy duty factory approved integrated with a 3.t-ton winch complete with 2 LED spotlights with min. 3,600 lumens each.		

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1.24	REAR STEP	Should be slip resistant complete with tow bar and electrical connections	
1.25	ACCESSORIES:		
1.26	LOAD BIN	Protective rhino lining	
1.27	TOW BAR	Supplied and fitted	
1.28	RUBBERISING	Heavy duty rubberising on the base of the vehicles	
1.29	ADDITIONAL SECURITY	Tracking and Dash camera	

10. 4X4 LDV RIV (EMERGENCY)

ASSE [®]	T SPECIFICATION: 4x4 LDV	SKID UNIT			
		SPECIFICATION	SPECIFICATION		
			REQUIR	EMENT MET	
NO	DESCRIPTION	TYPE	YES	NO	
1.1	VEHICLE DESCRIPTION	Double Cab 4X4 LDV with differential lock			
1.2	LOAD CAPACITY				
1.3	ENGINE CAPACITY	Turbocharged min. 150kW and 500Nm torque			
1.4	TYRE SIZE				
1.5	TRANSMISSION	Automatic 6-speed with low and high range			
1.6	FUEL TYPE	Diesel			
1.7	TORQUE	700Nm@1600-2600rpm			
1.8	POWER OUTPUT	225Kw340rpm			
1.9	DRIVEN WHEELS	.4x4 wheel drive			
1.10	COLOUR	Fire engine red			
1011	WINDOW	Electric window			
1.12	STEERING	Power steering			
1.13	INTERIOR	Air conditioned - manual			
1.14	BRAKES	Anti-Lock Braking System			
1.15	SAFETY	Airbags – for driver and passenger.			
1.16	SECURITY	Immobiliser Alarm			
	REQUIREMENT:				
1.17	REGISTRATION & LICENCE	Supplied and fitted			
1.18	NUMBER PLATES	Supplied and fitted			
	ACCESSORIES:				
1.19	SUPERSTRUCTURE	Aluminium superstructure with lockers on both sides to hold equipment. Lockers to be lockable with roller shutter doors. Min. 900litre water tank and 100litre foam tanks both made from GRP.			

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		Open rear platform for a high-pressure min. 15HP diesel pump. Min. 5.5HP petrol engine to provide a min. of 40Bar pressure. 2 x Aluminium hose reels with 50m x 11mm fire-resistant, high-pressure water hose fitted with pistol type variable spray nozzle able to shut the flow of water. 1x Spades (71cm wooden handle square) 1x Shovel (roundnose hardwood shaft) 2 x Hard broom (Home hub 300mm Hard bristle platform broom) 2x Rake (forestry rake-hoe 24cm Woodhandle head 2.5kg) 5x Road cones (orange traffic road cone 750mm) with reflective tape) 1x Barrier tape (red and white roll 500m) 1x High lift jack 20 ton (Trolly jack) (NFPA or SANS or BS requirement) Set of 4 x Stabilization chockblocks, all-terrain (wedge block, quick grip ripped and carry handles for trucks and light motor vehicle) 1x 5 ton come along with 2 x pullies (NFPA or SANS or BS requirement) 1x Seat belt cutter (V-blade seatbelt cutter)(NFPA or SANS or BS requirement) 1x Battery Operated Pedal Cutter (with integrated LED light two 18V, 2Ah batteries CBPA182)(NFPA or SANS or BS requirement) 1x 10m chain with D shackles (heavy duty) (NFPA or SANS or BS requirement) 1x 10m chain with D shackles (heavy duty) max spread dist.812.8mm (Warranty required))(NFPA or SANS or BS requirement) 1x Cutter (Battery-operated heavy duty max spread dist.812.8mm (Warranty required))(NFPA or SANS or BS requirement) 1x Cutter (Battery-operated heavy duty max cut reach 140.96mm (Warranty required) (NFPA or SANS or BS requirement) 1x Ram Battery-operated heavy duty extended length 1041.4mm (Warranty required) (NFPA or SANS or BS requirement) 1x Ram Battery-operated heavy duty extended length 1041.4mm (Warranty required) (NFPA or SANS or BS requirement)	
1.20	SIREN	Shovel (roundnose hardwood shaft)	
1.21	EMERGENCY LIGHTING	Hard broom (Home hub 300mm Hard	
		bristle platform broom)	

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1.22	MISCELLANEOUS EQUIPMENT	Rake (forestry rake-hoe 24cm Woodhandle head 2.5kg)		
1.23	BULL BAR	Road cones (orange traffic road cone 750mm) with reflective tape)		
1.24	REAR STEP	Barrier tape (red and white roll 500m)		
	ACCESSORIES:	High lift jack 20 ton (Trolly jack) (NFPA or SANS or BS requirement)		
1.25	LOAD BIN	Stabilization chockblocks,all-terrain (wedge block, quick grip ripped and carry handles for trucks and light mo- tor vehicle)		
1.26	TOW BAR	5 ton come along with 2 x pullies (NFPA or SANS or BS requirement)		
1.27	CAR RADIO	Seat belt cutter (V-blade seatbelt cutter)(NFPA or SANS or BS requirement)		
1.28	RUBBERISING	Battery Operated Pedal Cutter (with integrated LED light two 18V, 2Ah batteries CBPA182)(NFPA or SANS or BS requirement)		
1.29	ADDITIONAL SECURITY	10m chain with D shackles (heavy duty)(NFPA or SANS or BS requirement)		
		Life saving rope 100m		
		Spreader (Battery-operated, heavy duty max spread dist.812.8mm (Warranty required))(NFPA or SANS or BS requirement)		
		Cutter (Battery-operated heavy duty max cut reach 140.96mm (Warranty required))(NFPA or SANS or BS requirement)		
		Ram Battery-operated heavy duty ex- tended length 1041.4mm (Warranty re- quired)(NFPA or SANS or BS require- ment)		
		Ram Battery-operated 18V,1073.15mm (Warranty re- quired)(NFPA or SANS or BS re- quirement)		

11. CREW CAB (OPERATION AND MAINTENANCE TRUCK)

VEHICLE SPECIFICATION: CREW CAB							
		SPECIFICATION					
			REQU	REQUIREMENT MET			
NO	DESCRIPTION	TYPE	YES	NO			
1.1	VEHICLE DE- SCRIPTION	4ton truck					
1.2	LOAD CAPACITY	3 ton					
1.3	ENGINE CAPACITY	5300сс					
1.4	TYRE SIZE	205/75/16					
1.5	TRANSMISSION	Automatic					
1.6	FUEL TYPE	Diesel					

1.7	TORQUE	192NM@2400	
1.8	POWER OUTPUT	67KW@4000hp	
1.9	DRIVEN WHEELS	4X2	
1.10	COLOUR	White	
1.11	WINDOW	Power / electric window	
1.12	STEERING	Power steering	
1.13	INTERIOR	Air conditioned - manual	
1.14	BRAKES	Anti-Lock Braking System	
1.15	SAFETY	Airbags – for driver and passenger. Traction control; Vehicle Stability Control	
1.16	SECURITY	Immobiliser Alarm	
	REQUIREMENT:		
1.17	REGISTRATION & LICENCE	Supplied and fitted	
1.18	NUMBER PLATES	Supplied and fitted	
	ACCESSORIES:		
1.19	LOAD BIN	Protective rhino lining	
1.20	TOW BAR	Supplied and fitted	
1.21	RUBBERISING	Heavy duty rubberising on the base of the vehicles	
1.22	STEEL STRUCTURE	Roof rail	
1.23	ADDITIONAL SECURITY	Tracking and Dash camera	

12. WATER TANKER

		SPECIFICATION		
			REQUIRE	MENT MET
NO	DESCRIPTION	ТҮРЕ	YES	NO
1.1	VEHICLE DE- SCRIPTION	Truck 700 series 6x4		
1.2	LOAD CAPACITY	12 ton		
1.3	ENGINE CAPACITY	12913cc 6 cylinder in line turbo charged intercooler common rail		
1.4	TYRE SIZE	R22.5		
1.5	TRANSMISSION	Automatic		
1.6	FUEL TYPE	Diesel		
1.7	TORQUE	193Nm@+1100rmp		
1.8	POWER OUTPUT	309kW@1800rpm		
1.9	DRIVEN WHEELS	6x4 double axel		
1.10	COLOUR	White		
1.11	WINDOW	Power / electric window		
1.12	STEERING	Power steering		
1.13	INTERIOR	Air conditioned – manual		

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1.14	BRAKES	Anti-Lock Braking System		
1.15	SAFETY	Airbags – for driver and passenger. Traction control; Vehicle Stability Control		
1.16	SECURITY	Immobiliser Alarm		
	REQUIREMENT:			
1.17	REGISTRATION & LICENCE	Supplied and fitted		
1.18	NUMBER PLATES	Supplied and fitted		
	ACCESSORIES:			
1.19	TOW BAR	Supplied and fitted		
1.20	SUPERSTRUCTURE/ TANKER	TANKER SCOPE Water tanker capacity should be 16 000 ℓ with a discharge pump height of 6 m and pump.		
1.21	ADDITIONAL SECURITY	Tracking and Dash camera		

13. HONEY SUCKER

VEHIC	VEHICLE SPECIFICATION: HONEY SUCKER				
		SPECIFICATION			
			REQUIR	EMENT MET	
NO	DESCRIPTION	TYPE	YES	NO	
1.1	VEHICLE DE- SCRIPTION	Truck 700 series 6x4			
1.2	LOAD CAPACITY	12 ton			
1.3	ENGINE CAPACITY	12913cc 6 cylinder in line turbo charged intercooler, common rail			
1.4	Tyre Size	R22/5			
1.5	TRANSMISSION	Automatic			
1.6	FUEL TYPE	Diesel			
1.7	TORQUE	1903nm@1100rmp			
1.8	POWER OUTPUT	309kw@1800rmp			
1.9	DRIVEN WHEELS	6x4 Part-Time with differential lock			
1.10	COLOUR	White			
1.11	WINDOW	Power / electric window			
1.12	STEERING	Power steering			

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1.13	INTERIOR	Air conditioned - manual	
1.14	BRAKES	Anti-Lock Braking System	
1.15	SAFETY	Airbags – for driver and passenger. Traction control; Vehicle Stability Control	
1.16	SECURITY	Immobiliser Alarm	
	REQUIREMENT:		
1.17	REGISTRATION & LICENCE	Supplied and fitted	
1.18	NUMBER PLATES	Supplied and fitted	
	ACCESSORIES:		
1.19	TOW BAR	Supplied and fitted	
1.20	ADDITIONAL SECURITY	Tracking and Dash camera	

14. JET TRUCK

VEHIC	SPECIFICATION				
		I			
			YES	NO	
NO	DESCRIPTION	TYPE	YES	NO	
1.1	VEHICLE DE- SCRIPTION	Truck 700 series 2845 6x4			
1.2	ENGINE CAPACITY	E13C 6 cylinder, turbocharged and intercooled			
1.3	TRANSMISSION	Automatic			
1.4	FUEL TYPE	Diesel			
1.5	TORQUE	2157NM@1200RMP			
1.6	POWER OUTPUT	1050KW@1400RMP			
1.7	DRIVEN WHEELS	6X4 double axel			
1.8	COLOUR	White			
1.9	WINDOW	Power / electric window			
1.10	STEERING	Power steering			
1.11	INTERIOR	Air conditioned - manual			
1.12	BRAKES	Anti-Lock Braking System			
1.13	SAFETY	Airbags – for driver and passenger. Traction control; Vehicle Stability Control			
1.14	SECURITY	Immobiliser Alarm			
	REQUIREMENT:				
1.15	REGISTRATION & LICENCE	Supplied and fitted			
1.16	NUMBER PLATES	Supplied and fitted			
	ACCESSORIES:				
1.17	TOW BAR	Supplied and fitted			
1.18	CAR RADIO	Factory fitted			

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1.19	ADDITIONAL SECURITY	Tracking and Dash camera		
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15. CRANE TRUCK

VEHIC	LE SPECIFICATION: CR	ANE TRUCK		
		SPECIFICATION		
			REQUIREMENT MET	
NO	DESCRIPTION	TYPE	YES	NO
1.1	VEHICLE DE- SCRIPTION	Truck 700 series 6x4		
1.2	ENGINE CAPACITY	12913cc 6cylender in line turbo charged intercooler and common rail		
1.4	TRANSMISSION	Manual 5-speed multipoint fuel injection		
1.5	FUEL TYPE	Diesel		
1.6	TORQUE	1903nm@1100rmp		
1.7	POWER OUTPUT	309kw@1800rmp		
1.8	DRIVEN WHEELS	6x4 double axel		
1.9	COLOUR	White		
1.10	WINDOW	Power / electric window		
1.11	STEERING	Power steering		
1.12	INTERIOR	Air conditioned - manual		
1.13	BRAKES	Anti-Lock Braking System		
1.14	SAFETY	Airbags – for driver and passenger. Traction control; Vehicle Stability Control		
1.15	SECURITY	Immobiliser Alarm		
	REQUIREMENT:			
1.16	REGISTRATION & LICENCE	Supplied and fitted		
1.17	NUMBER PLATES	Supplied and fitted		
	ACCESSORIES:			
1.18	LOAD BIN	Protective rhino lining		
1.19	CAR RADIO	Factory fitted		
1.20	RUBBERISING	Heavy duty rubberising on the base of the vehicles		
1.21	ADDITIONAL SECURITY	Tracking and Dash camera		

16. TLB

VEHIC	VEHICLE SPECIFICATION: TLB						
		SPECIFICATION					
NO	DESCRIPTION	TYPE	REQUIREMENT MET				

			YES	NO
1.1	VEHICLE DE- SCRIPTION	4x4 backhoe tlb		
1.2	ENGINE CAPACITY	68.6kw 4cylinder		
1.3	TRANSMISSION	Autoshift		
1.4	FUEL TYPE	Diesel		
1.5	TORQUE	381ft@1500		
1.6	POWER OUTPUT	109hp		
1.7	DRIVEN WHEELS	4x4		
1.8	COLOUR	Yellow		
1.9	WINDOW	Power / electric window		
1.10	STEERING	Power steering		
1.11	INTERIOR	Air conditioned - manual		
1.12	BRAKES	Anti-Lock Braking System		
1.13	SAFETY	Airbags – for driver and passenger. Traction control; Vehicle Stability Control		
1.14	SECURITY	Immobiliser Alarm		
	REQUIREMENT:			
1.15	REGISTRATION & LICENCE	Supplied and fitted		
1.16	NUMBER PLATES	Supplied and fitted		
	ACCESSORIES:			
1.17	TOW BAR	Supplied and fitted		
1.19	CAR RADIO	Factory fitted		
1.20	ADDITIONAL SECURITY	Tracking and Dash camera		

17. LOW BED

VEHIC	VEHICLE SPECIFICATION: LOW BED				
		SPECIFICATION			
			REQUIREMENT MET		
NO	DESCRIPTION	ТҮРЕ	YES	NO	
1.1	VEHICLE DE- SCRIPTION	Truck 700 series 6x4			
1.2					
1.3	ENGINE CAPACITY	12913cc 6 cylinder in line turbo charged intercooler, common rail			
1.4					
1.5	TRANSMISSION	Automatic			
1.6	FUEL TYPE	Diesel			
1.7	TORQUE	1903nm@1100rmp			
1.8	POWER OUTPUT	309kw@1800rmp			
1.9	DRIVEN WHEELS	6x4 Part-Time with differential lock			
1.10	COLOUR	White			
1.11	WINDOW	Power / electric window			

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1.12	STEERING	Power steering	
1.13	INTERIOR	Air conditioned - manual	
1.14	BRAKES	Anti-Lock Braking System	
1.15	SAFETY	Airbags – for driver and passenger. Traction control; Vehicle Stability Control	
1.16	SECURITY	Immobiliser Alarm	
	REQUIREMENT:		
1.17	REGISTRATION & LICENCE	Supplied and fitted	
1.18	NUMBER PLATES	Supplied and fitted	
	ACCESSORIES:		
1.19	LOAD BIN	Protective rhino lining	
1.20	TOW BAR	Supplied and fitted	
1.21	CAR RADIO	Factory fitted	
1.22	RUBBERISING	Heavy duty rubberising on the base of the vehicles	
1.23	ADDITIONAL SECURITY	Tracking and Dash camera	

18. EXECUTIVE VEHICLES (SUV)

		SPECIFICATION		
			REQUIRE	MENT MET
NO	DESCRIPTION	TYPE	YES	NO
1.1	VEHICLE DE- SCRIPTION	suv		
1.2	ENGINE CAPACITY	2.8 litres – Automatic		
1.3	TRANSMISSION	6-Speed automatic transmission		
1.4	FUEL TYPE	Diesel		
1.5	TORQUE	500Nm (369 lb-ft) @ 1600-2800rpm		
1.6	POWER OUTPUT	150 -204 kW		
1.7	DRIVEN WHEELS	All wheel drive		
1.8	COLOUR	Black		
1.9	WINDOW	Power / electric window		
1.10	STEERING	Power steering		
1.11	INTERIOR	Air conditioned - manual		
1.12	BRAKES	Anti-Lock Braking System		
1.13	SAFETY	Airbags – for driver and passenger. Traction control; Vehicle Stability Control		
1.14	SECURITY	Immobiliser Alarm		
	REQUIREMENT:			

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1.15	REGISTRATION & LICENCE	Supplied and fitted	
1.16	NUMBER PLATES	Supplied and fitted	
	ACCESSORIES:		
1.18	TOW BAR	Supplied and fitted	
1.19	CAR RADIO	Factory fitted	
1.20	ADDITIONAL SECURITY	Tracking Smash and Grab	

19. MOTORGRADER

		SPECIFICATION			
			REQUIREMENT MET		
NO	DESCRIPTION	TYPE	YES	NO	
1.1	VEHICLE DE- SCRIPTION	Motor Grader			
1.2					
1.3	ENGINE CAPACITY	9.3L 6 Cylinder			
1.4					
1.5	TRANSMISSION	8 Speed Forward & Reverse Gears (Automatic)			
1.6	FUEL TYPE	Diesel			
1.7	TORQUE	1300Nm (minimum torque rise 44%)			
1.8	POWER OUTPUT	186 kW. Minimum Operating Weight 20236 KG			
1.9	DRIVEN WHEELS	AWD			
1.10	COLOUR	Yellow			
1.11	WINDOW	Manual	Manual		
1.12	STEERING	Hydraulic power assisted			
1.13	INTERIOR	Airconditioned			
1.14	BRAKES	Foot-controlled, hydraulically operated. Both independent systems effective on all 4 tandem wheels			
1.15	SAFETY				
1.16	SECURITY	Immobiliser Alarm			
	REQUIREMENT:				
1.17	REGISTRATION & LICENCE	Supplied and fitted			
1.18	NUMBER PLATES	Supplied and fitted			
1.23	ADDITIONAL SECURITY	Tracking and Dash camera			

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20. TIPPER TRUCK

		SPECIFICATION		
			REQUIRI	EMENT MET
NO	DESCRIPTION	TYPE	YES	NO
1.1	VEHICLE DE- SCRIPTION	PKE 250 4x2 or similar		
1.2				
1.3	ENGINE CAPACITY	7700cc Inline 6 Cylinder, Turbocharged Intercooled		
1.4				
1.5	TRANSMISSION	Automatic		
1.6	FUEL TYPE	Diesel		
1.7	TORQUE	950Nm @ 1100 rpm minimun		
1.8	POWER OUTPUT	184kw @ 2200 rmp		
1.9	DRIVEN WHEELS	4x2		
1.10	COLOUR	White		
1.11	WINDOW	Power / electric window		
1.12	STEERING	Power steering		
1.13	INTERIOR	Air conditioned - manual		
1.14	BRAKES	Anti-Lock Braking System		
1.15	SAFETY	Airbags – for driver and passenger. Traction control; Vehicle Stability Control		
1.16	SECURITY	Immobiliser Alarm		
	REQUIREMENT:			
1.17	REGISTRATION & LICENCE	Supplied and fitted		
1.18	NUMBER PLATES	Supplied and fitted		
	ACCESSORIES:			
1.19	LOAD BIN	Protective rhino lining		
1.20	TOW BAR	N/A		
1.21	CAR RADIO	Factory fitted		
1.22	RUBBERISING	Heavy duty rubberising on the base of the vehicles		
1.23	ADDITIONAL SECURITY	Tracking and Dash camera		

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21. SKIP LOADER

		SPECIFICATION		
			REQUIREMENT MET	
NO	DESCRIPTION	ТҮРЕ	YES	NO
1.1	VEHICLE DE- SCRIPTION	PKE 250 4x2 or similar		
1.2				
1.3	ENGINE CAPACITY	7,,206cc Inline 6 Cylinder, Turbocharged Intercooled		
1.4	TRANSMISSION	Manual		
1.5	FUEL TYPE	Diesel		
1.6	TORQUE	1125 Nm @1400 rpm		
1.7	POWER OUTPUT	206 kW @ 2200rpm		
1.8	DRIVEN WHEELS	4x2		
1.9	COLOUR	White		
1.10	WINDOW	Power / electric window		
1.11	STEERING	Power steering		
1.12	INTERIOR	Air conditioned - manual		
1.13	BRAKES	Anti-Lock Braking System		
1.14	SAFETY	Airbags – for driver and passenger. Traction control; Vehicle Stability Control		
1.15	SECURITY	Immobiliser Alarm		
REQL	JIREMENT:	•	•	•
1.17	REGISTRATION & LICENCE	Supplied and fitted		
1.18	NUMBER PLATES	Supplied and fitted		
ACCE	SSORIES:			
1.19	LOAD BIN	Articulating, knuckle boom 6 Cubic Load bin Electro Hydraulic control Frame mounted directly onto truck chassis Max Reach 6.5 to 8.5m with lifting capacity of 9000kg		
1.20	TOW BAR	N/A		
1.21	CAR RADIO	Factory fitted		
1.22	RUBBERISING	N/A		
1.23	ADDITIONAL SECURITY	Tracking and Dash camera		

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22. REFUSE COMPACTOR

		SPECIFICATION	SPECIFICATION			
			REQUIRE	EMENT MET		
NO	DESCRIPTION	TYPE	YES	NO		
1.1	VEHICLE DE- SCRIPTION	PKE 250 4x2 or similar				
1.2						
1.3	ENGINE CAPACITY	7700cc Inline 6 Cylinder, Turbocharged Intercooled				
1.4						
1.5	TRANSMISSION	Automatic				
1.6	FUEL TYPE	Diesel				
1.7	TORQUE	950Nm @ 1100rpm minimum				
1.8	POWER OUTPUT	184kW @ 2200 rpm				
1.9	DRIVEN WHEELS	4x2				
1.10	COLOUR	White				
1.11	WINDOW	Power / electric window				
1.12	STEERING	Power steering				
1.13	INTERIOR	Air conditioned - manual				
1.14	BRAKES	Anti-Lock Braking System				
1.15	SAFETY	Airbags – for driver and passenger. Traction control; Vehicle Stability Control				
1.16	SECURITY	Immobiliser Alarm				
REQL	JIREMENT:					
1.17	REGISTRATION & LICENCE	Supplied and fitted				
1.18	NUMBER PLATES	Supplied and fitted				
ACCE	SSORIES:	1	1			
1.19	LOAD BIN	Heavy duty hardox steel 900mm fully enclosed crew cab				
1.20	TOW BAR	N/A				
1.21	CAR RADIO	Factory fitted				
1.22	RUBBERISING	N/A				
1.23	ADDITIONAL SECURITY	Tracking and Dash camera				

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23. CHERRY PICKER

		SPECIFICATION		
			REQUIREMENT MET	
NO	DESCRIPTION	ТҮРЕ	YES	NO
1.1	VEHICLE DE-	4 Ton Crew Cab AMT Drop Side or		
LOAD	SCRIPTION CAPACITY	similar		
1.2		5.2L Inline 4 Cylinder. Turbo	1	1
1.2	ENGINE CAPACITY	Intercooled		
1.3	TYRE SIZE	215/75 R17.5		
1.4	TRANSMISSION	6 Speed Automated Manual		
1.5	FUEL TYPE	Diesel		
1.6	TORQUE	402 Nm @ 1600 rpm		
1.7	POWER OUTPUT	110 kW @ 2600 rpm		
1.8	DRIVEN WHEELS	Rear (4x2)		
1.9	COLOUR	White		
1.10	WINDOW	Electric		
1.11	STEERING	Power Assisted		
1.12	INTERIOR	7 Seats, Heavy Duty Seat Material		
1.13	BRAKES	Vacuum + Power Assist Drum Brakes with ABS		
1.14	SAFETY	ABS and Driver & Passenger Airbags		
1.15	SECURITY	Alarm & Immibilizer. Amber lights and steel steps for easy access		
REQUI	REMENT:			
1.16	REGISTRATION & LICENCE	Included		
1.17	NUMBER PLATES	Included		
ACCES	SORIES:			
1.18	LOAD BIN	Rubberized		
1.19	CRANE HEIGHT	15m cherry picker boom (2 or 3 stage extension), with platform. 2 valve banks (one in bucket & another on body)		
1.20	TOW BAR	Standard		
1.21	DROPSIDE	5 door drop side		
1.22	TOOL BOX	Steel toolboxes to be fitted on side of body and in loadbin		
1.23	RUBBERISING	Standard		
1.24	STEEL STRUCTURE	Standard		
	ADDITIONAL SECURITY			

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Minimum score for functionality

Only those tenders submitted by tenderers who achieve the minimum score for functionality as stated below will be declared responsive.

The description of the functionality criteria and the maximum possible score for each is shown in the table below. The score achieved for functionality will be the sum of the scores achieved, in the evaluation process, for the individual criteria.

CRITERIA	SUB-CRITERIA	SCALE	MAXIMUM SCORE
Number of vehicles under management as at	More than 1000 vehicles	10	
the date of submission i.e. full maintenance	350 – 1000 vehicles	5	
lease, finance lease, and managed mainte- nance. Bidders to attach reference letters not older than 2 years stating the number of vehi- cles managed and service provided	Less than 350 vehicles	0	10
Call Centre (manned 24/7/365 days) and Fleet Management System	Bidders must have own existing 24/7/365 days manned call centre. Site inspection of call centre facility and demonstration of fleet management system to be conducted	5	5
Provide evidence of experience (i.e. letters of	At least 6 contracts	20	
award/ appointment) of at least Six (6) leasing contracts within the Public Sector for finance lease and/or full maintenance lease in the period 01 January 2022 to date of submission of this bid	Less than 6 but more than 4 contracts	10	30
Number of years company perform-	At least 10 years	10	
ing fleet management services (attach	6 – 9 years	5	10
appointment letters)	Less 5 years	0	
Submission of two (2) detailed portfolio of ev-	At least 2	10	
idence (report copies) for fleet assessment work done previously	Only 1	5	10
Bank Guarantee or Guarantee of R15 million	Proof attached	35	
from any institution accredited by the FSB/FSCA or Reserve Bank	No proof	0	35

The minimum qualifying score for functionality is **75** out of a maximum of **100**.

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CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (To be completed by ABAQULUSI MUNICIPALITY)

1.	l,							,
	in my capacit	ty as		, acc	cept	your	bid	unde
	reference nu	mber		, date	d			,
	for the supply	y of goods/works	indicated hereunder a	and/or further specified in	the	annex	cure(s	s).
2.	An official ord	der indicating del	ivery instructions is fo	rthcoming.				
3.		the contract, wi		s delivered in accordance ofter receipt of an invoice				
4.	I confirm tha	it I am duly autho	orized to sign this cont	ract.				
SIG	SNED AT		on this	day of				20
T	O BE COMPLETI	ED BY THE ABAQU	LUSI MUNICIPALITY					
S	IGNATURE:			OFFICIAL STAMP:				
	IOIW (TORL)							
N.	AME (PRINT):							
W	/ITNESS 1:							
W	/ITNESS 2:							

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1	16. DECLARATION BY TENDERER				
		ge that I / we am / are fully acquair ument and that I / we accept the co			
	from the acceptan	he laws of the Republic of South Acce of *my / our tender and that I / worldegal proceedings may be institute	e elect <i>domicilium</i>	n citandi et executandi (physical	
			-		
	•	esponsibility for the proper executius under this agreement as the pri		_	
	our tender; that the the price(s) cover	e confirm I / we satisfied myself / ou e price quoted cover all the work / all my / our obligations under a re ing price and calculations will be a	items specified in esulting contract	the tender documents and that	
		confirm that my / our offer remain / Employer during the validity perio	σ.	·	
	SIGNATURE		NAME (PRINT)		
	CAPACITY		DATE		

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WITNESS 2

NAME OF FIRM

WITNESS 1