



RAND WEST CITY LOCAL MUNICIPALITY

TENDER DOCUMENT

Bid No: RWCLM-4/004/2025-2026

appointment of a single service provider to provide finance lease (lease to own) services for the procurement of light vehicles, trucks and yellow plant for a period of thirty-six months.

Name of Tenderer : _____

Address : _____

Tel. Number : _____

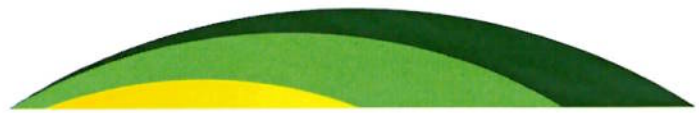
Cell number : _____

Fax number : _____

E-mail : _____

Total Bid Amount (for 36 Months) _____

Tender box is situated at corner Second and Fedler Street, Randfontein, Stores Department.



Special conditions of contract and required documentation

1. The following administrative documents must be submitted with the tender document and failure to submit either may lead to your submission being declared non-responsive:

- Valid Quotation for at least ninety (90) days from the closing date and must be inclusive of VAT if the bidder is a VAT vendor.
- A tax pin compliance certificate
- CSD registration summary report.
- Original BBBEE certificate, certified copy or a EME or QSE verified affidavit in the case of EMEs and QSEs. Failure to submit either will lead in the bidder scoring no points for BBBE or Specific Goals. Must be a consolidated certificate for Joint Ventures.
- To claim 20 points of specific goals:
 - bidders must demonstrate to have at least 51% black ownership and at least 51% female ownership either on the BBB-EE certificate, Sworn Affidavit-BBB-EE qualifying Small Enterprise-General, or CSD Registration Summary Report.
- Copies of Company Registration and certified ID copies of company managing directors.
- Completed MBD FORMS.
- A current municipal account statement reflecting the bidder is not in arrears for more than 3 months, or a valid lease agreement signed by both parties the lessee and lessor or SAPS affidavit stating that the bidder not obliged to pay municipal rates. Should a company have more than one director, all directors are required to submit their municipal accounts or lease agreements.
- The Rand West City Local Municipality has approved the authorisation of a 2% Corporate Social Responsibility (CSR) Levy inclusive of vat, to be deducted from all successful service providers that are doing business with RWCLM. The Rand West City Local Municipality Corporate Social Responsibility will cover initiatives such as
 1. Education
 2. Socio-economic development
 3. Sport, Arts, Culture and Recreation
 4. Differently abled persons, previously disadvantaged grouping and marginalised communities amongst others
 5. Other Corporate Social Responsibility Initiatives

NB: No bids will be considered from persons in the service of the state.

2. BIDDERS SHOULD ALSO TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

- The Rand West City Local Municipality Supply Chain Management Policy will apply.
- The Rand West City Local Municipality does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the bid in whole or in part.
- Bids, which are late, incomplete, unsigned, faxed or sent electronically, will not be accepted.
- The latest General Conditions of Contract and any Special Conditions of Contract will apply.
- Where applicable the bid will be evaluated on local production content the minimum threshold as stipulated by the DTI in each designated sector will apply.
- For all procurement that exceed 10 million, (all application taxes included) bidders must submit the audited annual financial statements for the past three years.
- The municipality reserve the right for appoint more than one service provider.
- CIDB Grading: NOT APPLICABLE

COMPULSORY BRIEFING SESSION: 23 June 2026 at 10:00am corner Second Street and Felder Street, Randfontein.

Stores Department

Acknowledgement

Signature



**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	Bid No: RWCLM-4/004/2025-2026	CLOSING DATE:	08 July 2026	CLOSING TIME:	11H:00
DESCRIPTION	Appointment of a single service provider to provide finance lease (lease to own) services for the procurement of light vehicles, trucks and yellow plant for a period of thirty-six months.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT
CORNER SECOND AND FEDLER STREET
RANDFONTEIN, 1760
STORES DEPARTMENT
OPPOSITE ELEGANT GARAGE

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	[IF YES ENCLOSE PROOF]			[IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Fleet	CONTACT PERSON	M Manyisa
CONTACT PERSON	Mrs Nosipho Bane	TELEPHONE NUMBER	010 496 7126
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	Mosimanegape.manyisa@randwestcity.gov.za
E-MAIL ADDRESS	Noshipo.bane@randwestcity.gov.za		

**PART B
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



DEPARTMENT: CORPORATE SERVICES

Requested by:	Nosipho Bane
Telephone	
Fax number:	
e-mail	Nosipho.bane@randwestcity.gov.za
DESCRIPTION OF SERVICES REQUIRED	
Description:	appointment of a single service provider to provide finance lease (lease to own) services for the procurement of light vehicles, trucks and yellow plant for a period of thirty-six months.
1. INVITATION TO TENDER Rand West City Local Municipality (RWCLM) hereby invites suitably qualified and experienced service providers to submit bids for the appointment of a single service provider for a Finance Lease (Lease-to-Own) with full maintenance for the procurement of Light Vehicles, Trucks, Plant and Yellow Plant for a period of thirty-six (36) months. The successful bidder will be required to supply, finance, maintain, insure, manage and support the fleet as outlined in this tender document.	
2. BACKGROUND AND OBJECTIVE RWCLM is responsible for rendering essential services to the community, which require a reliable, safe and fully operational fleet. The Municipality currently operates various light vehicles, trucks, plant and yellow plant to support service delivery departments. A significant portion of the fleet has reached or exceeded its economic lifespan, resulting in: <ul style="list-style-type: none">• Increased maintenance costs• Operational downtime• Reduced reliability• Risk to service delivery continuity The objective of this tender is to: <ul style="list-style-type: none">• Implement a structured fleet replacement programme• Ensure asset ownership at the end of the 36-month lease period• Provide full maintenance and operational support	

Rand West City Local Municipality

Cnr Pollock & Sutherland Streets, Randfontein 1759 / P O Box 218, Randfontein 1760

Tel: 011 411 0000, Fax 011 693 1736 Website: www.randwest.gov.za





- Improve fleet reliability and service delivery efficiency
- Ensure predictable financial planning through structured monthly premiums

At the end of the thirty-six (36) month period, ownership of all financed assets shall transfer to RWCLM.

3. SCOPE OF WORK

The appointed service provider shall provide a full Finance Lease (Lease-to-Own) solution including supply, financing, full maintenance, tracking, insurance, breakdown support and fleet management services.

The scope includes, but is not limited to, the following:

3.1 Supply and Financing

- Supply of new Light Vehicles, Trucks, Plant and Yellow Plant as specified by the Municipality.
- Finance lease over thirty-six (36) months.
- Ownership to transfer to the Municipality upon completion of the lease term.

3.2 Technical Submissions

Bidders must:

- Submit detailed technical drawings of all requested vehicles and equipment.
- Drawings must clearly indicate:
 - Vehicle dimensions
 - Body configurations
 - Additional fittings
 - Hydraulic components
 - Load capacities
- Submit a list of body builder companies to be utilised.
- Attach valid trade certificates for body builders.
- Attach valid SABS certification authorising the construction of specified vehicle bodies.

3.3 24/7 Call Centre

The bidder must have a fully functional 24-hour, 7-day-a-week call centre to manage:

- Breakdown logging
- Emergency response
- Authorisations
- Vehicle tracking queries





- Incident reporting

Proof of operational call centre capability must be submitted.

3.4 Fleet Management System

The bidder must provide a fully integrated fleet management system included in the monthly premium, which must include:

- Vehicle tracking units
- Driver identification tags
- Immobilisers
- Live tracking
- Recovery services
- Reporting dashboard access to the Municipality
- Geofencing
- Fuel monitoring capabilities

All costs associated with the system must be included in the monthly instalment.

3.5 Warranty and Maintenance

- All vehicles must have a minimum three (3) year warranty and maintenance plan.
- Full maintenance must be included for the entire 36-month period.
- All hydraulic components must be included in the lease and serviced every 500 hours.
- Weekly washing and greasing of vehicles must be included in the lease cost.

3.6 Breakdown and Repair Turnaround

- Breakdown response and routine service turnaround time shall not exceed one (1) working day unless due to major component failure.
- Any repair work expected to exceed one (1) month shall require the service provider to provide a courtesy vehicle, at no additional cost to the municipality, for all essential specialized vehicles, including but not limited to the following:
 - Cherry Pickers
 - TLBs
 - Compactor Trucks

3.7 Workshop Requirements

- Preferred service and repair workshops must be located within a 60 km radius of Rand West City Local Municipality.





- Where the bidder utilises its own workshop, such workshop must be accredited by relevant vehicle manufacturers.
- Proof of accreditation must be submitted.

3.8 Insurance

- All vehicles must be comprehensively insured by the bidder for the full contract period.
- The Municipality shall not be liable for any insurance excess on claims during the lease period.

3.9 Tyre Management

- All tyres must be marked by the bidder.
- Tyre management and replacement shall be the responsibility of the bidder.

3.10 Compliance and Fitment Requirements

- Vehicles requiring reflector tape and reflectors must be fitted in accordance with the National Road Traffic Act.
- Municipal branding and Traffic vehicle branding must be included.
- Specifications for branding will be provided to the successful bidder.
- Pricing for branding must be included in the bid pricing schedule.

3.11 Mechanical Faults

The Municipality shall not accept liability for mechanical malfunction unless negligence is proven beyond reasonable doubt.

Normal wear and tear shall not be attributed to driver negligence.

3.12 Training

The bidder shall provide training to Municipal drivers for the operation of specialised vehicles:

- As requested by the Municipality; or
- As identified by the service provider where operational risks are observed.

4. CONTRACT PERIOD

The contract shall be for a period of thirty-six (36) months from date of award.

Pricing Instruction:





- The amounts and rates to be inserted in the Bill of quantities shall be the full inclusive amounts to the Municipality for the work described under the items. Such amounts will cover all the costs and expenses that may be required in and for the supply and delivery of goods, and shall cover the costs of all general risks, profits, VAT, liabilities and obligations set forth or implied in the documents on which the bid is based.
- Pricing should be quoted based on a single unit quantity for the different categories of vehicles and types of service required. The quantities may vary as per the actual need during the contract term, but the bidder must provide a price per unit for each item as per the schedule provided in the tender document. The contract will be executed on an **as and when required** basis, and the actual quantities will be determined by the Municipality.

Submit pricing as per the provided pricing table found in 'Other Specification' section.



Evaluation Criteria:

No.	Evaluation Criteria	Weight	Proof Required and Scoring	Score
1	<p>Experience (Proof to be attached to claim points: A certified appointment letter issued and signed on the company letterhead, together with a reference letter indicating the project value and quantity of leased vehicles successfully supplied under the contract)</p>	40	<p>Proof of company experience with at least (3) or more projects, each with a contract value of R50 million or more – (40 Points).</p> <p>Proof of company experience with at least three (3) projects, each with a contract value of R50 million or more – (30 Points).</p> <p>Proof of company experience with at least two (2) projects, each with a contract value of R50 million or more - (20 Points).</p> <p>Proof of company experience with at least one (1) projects, with a contract value of R50 million or more – (10 Points).</p>	
2	<p>Expertise (Proof to be attached to claim points: All certificates must be valid, certified not be older than six months).</p>	50	<p>1. STAFFING (10 Points)</p> <p>1.1 Project Manager with Minimum Degree/ National Diploma in Fleet Management/ Logistics/ Transportation with 3 years' experience in Fleet Management. CV and relevant qualification.</p> <ul style="list-style-type: none"> • 3 years and above - 10 points • 1-2 years - 0 points <p>(No partial points to be allocated for years less than three years)</p> <p>2. ACCREDITATION/ REGISTRATION WITH PROFESSIONAL BODIES (20 Points)</p> <p>2.1 Proof of registration with relevant professional bodies i.e. National Automobile Dealers Association (NADA) or South African Vehicle Rental and Leasing Association (SAVRAL). - 10 points.</p> <p>2.2 Bidders must submit proof of registration with a relevant industry accreditation body, such as the Retail Motor Industry (RMI), where applicable. Where the bidder is not RMI-accredited, the bidder must submit their supplier's valid RMI accreditation certificate, together with a signed Memorandum of Agreement (MOA) and/or Letter of Intent from the authorized supplier, confirming their</p>	





			<p>commitment to undertake the repair and maintenance of vehicles and equipment for the full tender period of thirty-six (36) months. This is to ensure continuity of service, quality assurance, and reliable after-sales support - 10 points.</p> <p>3. Financial Capability (20 points) bank rating of the value of R50 million or more and duly stamped by the bank.</p> <p>3.1 Bank Rating A 20 points 3.2 Bank Rating B 10 points 3.3 Bank Rating C 5 points</p>	
3	Turnaround time (Proof to be attached to claim points)	10	<p>Previous signed service and maintenance contract to be attached to claim points – 4 Points</p> <p>24 Hour Call Centre (location and the telephone number of the existing call center to be attached to claim points and call center reports reflecting a detailed response time on serviced clients) – 3 Points</p> <p>Breakdowns/ Roadside Assistant (Minimum extract of roadside assistant report from the previous contract to be attached to claim points)- 3 Points</p>	

Bidders should take note of the above pre-qualification criteria.

[a] All the necessary documentation must be submitted to the Evaluation Panel to make an informed evaluation. Evaluation of the Technical (Quality) Requirements will be based on the information provided by the bidder.

- **Experience** - The experience annexure must be completed. Only list projects of a similar nature undertaken. Reference letters and Appointment letters for the current and previous contracts.
- **Expertise** – The qualifications, accreditation, professional bodies, and financial capacity of the company as well as staff complement must be provided for evaluation
- **Methodology** – The bidder must clearly demonstrate how the contract will be managed, detailing a work plan with time frames, and clearly explaining how the works will be implemented.

Bidders are required to achieve a minimum score of 80 out of a possible 100 points during the functionality evaluation in order to qualify for further consideration in the price and preference





evaluation stage. The top bidder who achieves the highest scores according to the PPPFA scoring system will be awarded the contract.

Compulsory briefing session	23 June 2026 at 10:00am corner Second Street and Felder Street, Randfontein, Stores Department
Closing date & Time	08 July 2026 @ 11:00am corner Second Street and Felder Street, Randfontein, Stores Department

Other Specifications

PRICING SCHEDULES: (Attached as Annexures 1)

1. A. PRICING SCHEDULE

TOTAL COSTING

<u>Vehicle Category</u>	<u>Quantity</u>	<u>Total Instalment Including Maintenance for three Years</u>	<u>Total Monthly Instalment</u>
Various Fleet	133	R	R



ANNEXURE 1 - COSTING SHEET

No.	Vehicle Category	Quantity	Total Instalment Including Maintenance for Three Years (Per Unit)	Monthly Instalment (Per Quantity)	Monthly Instalment (Per Quantity)
1	Passenger Vehicle - Hatch	1			
2	4x2 SC + Canopy	15			
3	16 Seater Minibus	1			
4	4x4 DC + Canopy	1			
5	4x2 DC + Canopy	4			
6	Passenger Vehicle - Sedan	10			
7	Rollback Tow Truck	1			
8	Open Trailer	5			
9	K78 Roadblock Trailer	2			
10	RG-12	2			
11	12m Cherry Picker Truck	8			
12	4x4 Station Wagon	4			
13	9m Cherry Picker Truck	2			
14	TLB	2			
15	Jetpatcher	2			
16	4 Ton Dropside + Crew Cab	22			
17	12m Tipper Truck	6			
18	4x2 SC + Overhead Load	5			
19	Honey Sucker	4			
20	Wheeled Excavator	2			
21	Recycling Combination Truck	4			
22	Aqua Jet	2			
23	Tractor	5			
24	6m ³ Tipper Crane Truck + Claw Grabber	2			
25	12m ³ Compactor Truck	4			
26	21m ³ Compactor Truck	12			
27	Skip Loader Truck	2			
28	Roll-On Roll-Off Grab Truck	2			
29	Front End Loader	1			
		133			



SUBJECT: TENDER SPECIFICATIONS: VEHICLES

Vehicle 1: Passenger Vehicle - Hatch

Section	Community Services
Department	Library
Purpose / Function	ICT meetings, Program and Maintenance Meeting
Vehicle	Passenger Vehicle - Hatch
Quantity	1
Finance Period	36 Months Finance Lease
Insurance	Comprehensive Insurance Included in Monthly Premium
Engine Capacity	As per OEM Specification
Transmission	Manual/Automatic
Steering	Power / Hydraulic Steering
Brakes	ABS / Air Brakes / Wet Disc as Applicable
Suitable Tyre Type	Passenger Radial Tyres
Extras	Radio; Aircon; Alarm & Immobiliser

Vehicle 2: 4x2 SC Bakkie + Canopy

Section	Community Services
Department	Library
Purpose / Function	Transport Materials
Vehicle	4x2 SC Bakkie + Canopy
Quantity	1
Finance Period	36 Months Finance Lease
Insurance	Comprehensive Insurance Included in Monthly Premium
Engine Capacity	2.4L turbo diesel (±2393 cc, 4-cylinder)
Transmission	Manual/Automatic
Steering	Power Steering
Brakes	ABS / Air Brakes / Wet Disc as Applicable
Suitable Tyre Type	All-Terrain Tyres
Extras	Radio; Aircon; Towbar; Reverse Camera; Canopy

Vehicle 3: 16-Seater Minibus

Section	Community Services
Department	Library
Purpose / Function	Staff transport
Vehicle	16-Seater Minibus
Quantity	1
Finance Period	36 Months Finance Lease
Insurance	Comprehensive Insurance Included in Monthly Premium
Engine Capacity	2.8L turbo diesel (±2755 cc, 4-cylinder)
Transmission	Manual/Automatic
Steering	Power / Hydraulic Steering



Brakes	ABS / Air Brakes / Wet Disc as Applicable
Suitable Tyre Type	Commercial Radial Tyres
Extras	Seatbelts; Radio; Aircon

Vehicle 4: 4x4 DC Bakkie + Canopy

Section	Public Safety
Department	Law Enforcement
Purpose / Function	Security Monitoring & Investigation
Vehicle	4x4 DC Bakkie + Canopy
Quantity	1
Finance Period	36 Months Finance Lease
Insurance	Comprehensive Insurance Included in Monthly Premium
Engine Capacity	2.8L turbo diesel (\pm 2755 cc, 4-cylinder)
Transmission	Automatic
Steering	Power / Hydraulic Steering
Brakes	ABS / Air Brakes / Wet Disc as Applicable
Suitable Tyre Type	All-Terrain Tyres
Extras	PA Siren (minimum 100W output); Blue LEDs installed at the following positions: <ul style="list-style-type: none"> • Front grille • Dashboard • Rear window ; Halo Radio two-way radio system; Roll Bar; Aluminium Canopy with secure locking system, Tinted windows, Front nudge bar and rear roll bar, both fitted with integrated LED spot light bars.

Mandatory Extras and Special Equipment

1. Firearm Storage Compliance

- The vehicle must be fitted with the following firearm safes (or approved equivalents):
 - R3016 Docked Carbine Safe – Quantity: 2
 - T5003 Bakkie Rifle Safe (Pick-Up configuration) – Quantity: 2
- All safes must:
 - Be securely mounted to the vehicle structure
 - Comply with applicable firearm control legislation
 - Be suitable for safe storage and transport of shotguns and carbines

Compliance Requirements

- Vehicle must comply with all relevant South African National Road Traffic Act requirements.
- All emergency equipment must comply with applicable law enforcement and municipal regulations.
- Installation of all equipment must be certified and compliant with safety standards.



Vehicle 5: 4x2 DC Bakkie + Canopy

Section	Public Safety
Department	Law Enforcement
Purpose / Function	Tactical Response
Vehicle	4x2 DC Bakkie + Canopy
Quantity	3
Finance Period	36 Months Finance Lease
Insurance	Comprehensive Insurance Included in Monthly Premium
Engine Capacity	Minimum 2.4L turbo diesel engine (\pm 2393 cc), 4-cylinder or equivalent
Transmission	Manual or Automatic (minimum 5 or 6-speed)
Steering	Power / Hydraulic Steering
Brakes	ABS / Air Brakes / Wet Disc as Applicable
Suitable Tyre Type	All-Terrain Tyres
Extras	PA Siren (minimum 100W output), Blue LED emergency lights installed at the following positions: <ul style="list-style-type: none"> • Dashboard • Front grille ; Reflective Branding; Towbar; LED lightbars installed on: <ul style="list-style-type: none"> • Vehicle roof • Canopy, Halo PTT two-way radio system, Heavy-duty tow bar fitted in accordance with OEM standards, Tinted windows, Lockable Canopy

Vehicle 6: Passenger Vehicle - Sedan

Section	Public Safety
Department	Law Enforcement
Purpose / Function	Law Enforcement Patrol
Vehicle	Passenger Vehicle - Sedan
Quantity	10
Finance Period	36 Months Finance Lease
Insurance	Comprehensive Insurance Included in Monthly Premium
Engine Capacity	Minimum 1.4L – 1.5L petrol engine (\pm 1373 cc – 1462 cc), 4-cylinder or equivalent
Transmission	Manual or Automatic (minimum 5-speed)
Steering	Power / Hydraulic Steering
Brakes	ABS / Air Brakes / Wet Disc as Applicable
Suitable Tyre Type	Passenger Radial Tyres
Extras	PA system with siren (minimum



	100W output); Blue LEDs installed at the following positions: <ul style="list-style-type: none"> • Dashboard • Roof-mounted light (or low-profile lightbar) ; Reflective Branding, Halo PTT two-way radio system
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Vehicle 7: 8 Ton Rollback Tow Truck

Section	Public Safety
Department	Law Enforcement
Purpose / Function	Vehicle Impound
Vehicle	8 Ton Rollback Tow Truck
Quantity	1
Finance Period	36 Months Finance Lease
Insurance	Comprehensive Insurance included in Monthly Premium
Engine Capacity	7.8L Common Rail turbo diesel engine (6HK1-TCS), 6-cylinder
Power	221 kW (296 hp) @ 2,400 RPM and 980 Nm @ 1,450 RPM
Transmission	Automatic (Allison)
Steering	Power steering (hydraulic assist)
Brakes	Full air brake system with ABS, including exhaust brake and/or engine brake
Payload	Approximately 12 tons
Suitable Tyre Type	Heavy-duty commercial truck tyres
Extras	PA system with siren (minimum 100W output), LED emergency lights installed at the following positions: <ul style="list-style-type: none"> • Dashboard • Front grille Roof-mounted LED lightbar, Halo PTT two-way radio system

Mandatory Extras and Special Equipment

1. Flatbed / Rollback Body Requirements

Component	Requirement
Rollback Body Length	Approximately 8.4 meters
Loading Capacity	Minimum 8-ton rollback capacity
Winch System	Minimum 13.6-ton hydraulic winch with ±30m steel cable



Deck Material	Minimum 6 mm steel floor (anti-slip finish)
Wheel Lift (Optional)	Provision for second wheel lift mechanism
Controls	Remote-controlled operation for bed and winch
Stabilisation	Rear stabiliser legs for safe loading/offloading
Safety Features	Locking mechanisms, tie-down points, and load securing equipment

Vehicle 8: 4X2 DC Bakkie + Canopy

Section	Public Safety
Department	Law Enforcement
Purpose / Function	Road Marking Operations
Vehicle	4X2 DC Bakkie + Canopy
Quantity	1
Finance Period	36 Months Finance Lease
Insurance	Comprehensive Insurance Included in Monthly Premium
Engine Capacity	Minimum 2.4L turbo diesel engine (\pm 2393 cc), 4-cylinder or equivalent
Transmission	Manual or Automatic (minimum 5 or 6-speed)
Steering	Power Steering
Brakes	ABS / Air Brakes / Wet Disc as Applicable
Suitable Tyre Type	All-Terrain Tyres
Extras	Steel Canopy; Amber Beacon; Reflective Tape

Vehicle 9: Open Trailer

Section	Public Safety
Department	Law Enforcement
Purpose / Function	Traffic Operations
Vehicle	Open Trailer
Quantity	1
Finance Period	60 Months Finance Lease
Insurance	Comprehensive Insurance Included in Monthly Premium
Trailer Dimensions	Minimum 3.0 m (length) x 1.5 m (width) x 1.0 m (height)
Axle Configuration	Single axle
Load Capacity	Minimum 750 kg (unbraked or braked as per regulations)
Brakes	-
Suitable Tyre Type	Trailer Tyres
Extras	Reflectors; Tow Hitch, Spare



	wheel mounted on trailer, Safety chain fitted to towing hitch.
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Vehicle 10: K78 Roadblock Trailer

Section	Public Safety
Department	Law Enforcement
Purpose / Function	Traffic Operations
Trailer	K78 Roadblock Trailer
Quantity	2
Finance Period	36 Months Finance Lease
Insurance	Comprehensive Insurance Included in Monthly Premium
Axle Configuration	Single axle (heavy-duty)
Suspension	Heavy-duty leaf spring suspension or equivalent
GVM	750 (kg)
TARE	350 (kg)
Overall Length	3 360 (mm)
Overall Height	1 700 (mm)
Rears Overhang	1 100 (mm)
Number of Wheels	2
Jockey Wheel	1
Power Supply	1
Battery	1
Jerry Cans: Water - Blue Petrol - Green	
1Distribution Control Box	

Mandatory Extras and Special Equipment

Items	Quantity	Description
Trailer		Internal framework, brackets, wiring, 6 leads, WP plugs, 220V input, LED units, jerry can and Fitment
Wheel Clamps Steel	8	Wheel clamp dimensions: 665 mm x 20mm x 665mm
Road cones	48	450mm
Reflective cone sleeves	48	Dayglow flexi cone with white reflective sleeve Lime
Reflective Jackets	8	Lime and Grey reflective, with Traffic marked at the back and on the left in front a traffic star
Durable Safety Gloves	4 Pairs	
Floodlights	2	Double head lead T-bar
Floodlight stands	2	3m stand pod



Extension cables (cord)	2	1 x 25m & 1 x 15m
Stop line and bag	1	
Reflective roadblock signs	2	R1 stop sign
- Frames	2	TW214 lane ends left
- Prismatic, Class 3 material	2	TW215 lane ends right
- Sign unit collapsible 3 in 1 style - stand and sign in bags	2	TW347 blue traffic control
	2	TW304 traffic control ahead
	2	TR103 keep left
	2	TR104 keep right
	2	TR201 100KM/H
	2	TR201 80KM/H
	2	TR201 60KM/H
	2	TR201 40km/h
Night flashers	2	Blue warning light to fit on top of 3 in 1 stand
Night flashers stand	2	3 in 1 stand
Measuring wheel	1	Similar to Rotomeasuring wheel econo
Generator	1	With battery and charger, 2.2 KW petrol 15AX2, PB Charger and LA Battery
Spare wheel	1	For trailer
Torches	2	Similar to 3D maglite torch
Traffic Wands	2	Similar to Orange traffic wand to fit above maglite Torch
Tape	2	Red & White cordon barrier tape 500m x 75mm
First Aid Kit	1	
4.5 kg Fire Extinguisher	1	
Clipboard	1	
Documentation Pack, must include 1. User Guide 2. How to look after the trailer 3. Warrantee Acknowledgement	1	



Vehicle 11: RG-12

Section	Public Safety
Department	Security
Purpose / Function	Riot Control & Security
Vehicle	RG-12
Quantity	2
Finance Period	36 Months Finance Lease
Insurance	Comprehensive Insurance Included in Monthly Premium
Engine Capacity	Heavy-duty diesel engine (minimum 6.0L or equivalent)
Transmission	Automatic or Manual (heavy-duty, suitable for armoured vehicle application)
Steering	Power steering (hydraulic assist)
Armouring Level	Ballistic protection compliant with recognised standards (e.g., B6/B7 or equivalent)
Brakes	Heavy-duty braking system with ABS
Seating Capacity	Minimum 8–10 personnel (including driver)
Suitable Tyre Type	Run-Flat Military Tyres
Extras	Roof Spotlights; PA Siren; Heavy Duty Aircon

Vehicle 12: 4x2 S/C Bakkie + Canopy

Section	Public Safety
Department	Licensing
Purpose / Function	Take testing poles and stands to and from Driver License Testing Yard. Collect stationary from Supply Chain
Vehicle	4x2 S/C Bakkie + Canopy
Quantity	1
Finance Period	36 Months Finance Lease
Insurance	Comprehensive Insurance Included in Monthly Premium
Engine Capacity	Minimum 2.4L turbo diesel engine (\pm 2393 cc), 4-cylinder or equivalent
Transmission	Manual
Steering	Power / Hydraulic Steering
Brakes	ABS / Air Brakes / Wet Disc as Applicable
Suitable Tyre Type	Commercial Radial Tyres
Extras	Standard Configuration



Vehicle 13: 4x2 S/C Bakkie + Canopy

Section	Finance
Department	Credit Control
Purpose / Function	Service Delivery
Vehicle	4x2 S/C Bakkie + Canopy
Quantity	1
Finance Period	36 Months Finance Lease
Insurance	Comprehensive Insurance Included in Monthly Premium
Engine Capacity	Minimum 2.4L turbo diesel engine (\pm 2393 cc), 4-cylinder or equivalent
Transmission	Manual
Steering	Power / Hydraulic Steering
Brakes	ABS / Air Brakes / Wet Disc as Applicable
Suitable Tyre Type	All-Terrain Tyres
Extras	Canopy

Vehicle 14: 4x2 S/C Bakkie + Canopy

Section	Infrastructure Services
Department	Loss Control
Purpose / Function	Service Delivery
Vehicle	4x2 S/C Bakkie + Canopy
Quantity	1
Finance Period	36 Months Finance Lease
Insurance	Comprehensive Insurance Included in Monthly Premium
Engine Capacity	Minimum 2.4L turbo diesel engine (\pm 2393 cc), 4-cylinder or equivalent
Transmission	Manual
Steering	Power / Hydraulic Steering
Brakes	ABS / Air Brakes / Wet Disc as Applicable
Suitable Tyre Type	All-Terrain Tyres
Extras	Canopy, Towbar



Vehicle 15: Cherry Picker – 12m Boom

Section	Infrastructure Services
Department	Loss Control
Purpose / Function	Meter Installation
Vehicle	Cherry Picker – 12m Boom
Quantity	2
Finance Period	36 Months Finance Lease
Insurance	Comprehensive Insurance Included in Monthly Premium
Engine Capacity	4 cylinder or bigger
Transmission	Manual
Steering	Power / Hydraulic Steering
Brakes	ABS / Air Brakes / Wet Disc as Applicable
Suitable Tyre Type	Commercial Truck Tyres
Extras	<ul style="list-style-type: none"> - Amber LED light - Alarm & immobilizer system - Climate Control - Radio (FM/ AM) - 12-meter cherry picker boom (2Stage) with platform - 2 control valve banks (one in platform (basket) and second on vehicle's body work - Crew Cab - Spotlight - should be able to rotate 360 - Tow bar - Steel steps for easy access - Steel toolboxes to be fitted on side of undercarriage od vehicle

Mandatory Extras and Special Equipment

1. 12 Meter cherry picker boom (2 Stages)

The vehicle should be equipped with a 12-meter boom. The cherry picker should have one basket, capable of lifting one employee to the required height. The basket must be manufactured from nonelectrical conductive material. The basket must have an operator's valve bank inside. A second operator's valve bank must on the vehicle's chassis easily accessible in case of emergency. The vehicle should also have stabilizer arms to stabilize the vehicle when the cherry picker is operated. A 24V adaptor should also be provided.



Vehicle 16: Cherry Picker Aerial Platform – 12 M Boom

Section	Infrastructure Services
Department	Electrical
Purpose / Function	Construction and Maintenance
Vehicle	Cherry Picker – 12M Boom
Quantity	4
Finance Period	36 Months Finance Lease
Insurance	Comprehensive Insurance Included in Monthly Premium
Engine Capacity	4 cylinder or bigger
Transmission	Manual and Auto (2 of each)
Steering	Power / Hydraulic Steering
Brakes	ABS / Air Brakes / Wet Disc as Applicable
Suitable Tyre Type	Commercial Truck Tyres
Extras	<ul style="list-style-type: none"> - Amber LED light - Alarm & immobilizer system - Climate Control - Radio (FM/ AM) - 12-meter cherry picker boom (2Stage) with platform - 2 control valve banks (one in platform (basket) and second on vehicle's body work - Crew Cab - Spotlight - should be able to rotate 360 - Tow bar - Steel steps for easy access - Steel toolboxes to be fitted on side of undercarriage of vehicle

Mandatory Extras and Special Equipment

1. 12 Meter cherry picker boom (2 Stages)

The vehicle should be equipped with a 12-meter boom. The cherry picker should have one basket, capable of lifting one employee to the required height. The basket must be manufactured from nonelectrical conductive material. The basket must have an operator's valve bank inside. A second operator's valve bank must on the vehicle's chassis easily accessible in case of emergency. The vehicle should also have stabilizer arms to stabilize the vehicle when the cherry picker is operated. A 24V adaptor should also be provided.



Vehicle 17: Heavy-Duty 4x4 Station Wagon

Section	Infrastructure Services
Department	Electrical
Purpose / Function	Electrical Support
Vehicle	Heavy-Duty 4x4 Station Wagon
Quantity	3
Finance Period	36 Months Finance Lease
Insurance	Comprehensive Insurance Included in Monthly Premium
Engine Capacity	Minimum 4.0L – 4.5L petrol or turbo diesel engine, 6-cylinder or V8 equivalent
Transmission	Manual or Automatic (minimum 5-speed or higher)
Differential Locks	Rear differential lock (minimum), front optional
Ground Clearance	Minimum 230 mm
Steering	Power / Hydraulic Steering
Brakes	ABS / Air Brakes / Wet Disc as Applicable
Suitable Tyre Type	All-terrain (A/T) or mud-terrain (M/T) tyres
Extras	Ladder Rack; Amber Beacon; Mounted Toolbox

Vehicle 18: Cherry Picker - 9m Boom

Section	Infrastructure Services
Department	Electrical
Purpose / Function	Electrical Maintenance
Vehicle	Cherry Picker 9m Boom
Quantity	2
Finance Period	36 Months Finance Lease
Insurance	Comprehensive Insurance Included in Monthly Premium
Engine Capacity	4 cylinder or smaller
Transmission	Manual with PTO
Steering	Power / Hydraulic Steering
Brakes	Power assisted hydraulic wet disc, mounted inboard, self-adjusting and self-equalizing.
Suitable Tyre Type	Commercial Truck Tyres
Extras	<ul style="list-style-type: none"> - Reverse Camera - Amber LED light - Alarm & immobilizer system - Climate Control - Crew Cab



	<ul style="list-style-type: none"> - Radio (FM/ AM) - 9-meter cherry picker boom (2 Stage) with platform - 2 control valve banks (one in platform (basket) and second on vehicle's body work - Spotlight - The light should be able to rotate 360 . The light must also be able to adjust horizontally to 90 . - Tow bar - Steel steps for easy access - Steel toolboxes to be fitted on side of undercarriage of vehicle
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Mandatory Extras and Special Equipment

9 Meter cherry picker boom (2 Stages)

The vehicle should be equipped with a 9-meter boom. The cherry picker should have one basket, capable of lifting one employee to the required height. The basket must be manufactured from nonelectrical conductive material. The basket must have an operator's valve bank inside. A second operator's valve bank must on the vehicle's chassis easily accessible in case of emergency. The vehicle should also have stabilizer arms to stabilize the vehicle when the cherry picker is operated. A 24V adaptor should also be provided.

Vehicle 19: 4x2 SC Bakkie + Canopy

Section	Infrastructure Services
Department	Electrical
Purpose / Function	Service Delivery
Vehicle	4x2 SC Bakkie + Canopy
Quantity	3
Finance Period	36 Months Finance Lease
Insurance	Comprehensive Insurance Included in Monthly Premium
Engine Capacity	Minimum 2.4L turbo diesel engine (\pm 2393 cc), 4-cylinder or equivalent
Transmission	Manual
Steering	Power / Hydraulic Steering
Brakes	ABS / Air Brakes / Wet Disc as Applicable
Suitable Tyre Type	All-Terrain Tyres
Extras	Canopy; Towbar



Vehicle 20: TLB

Section	Infrastructure Services
Department	Roads
Purpose / Function	Excavation & Loading
Vehicle	TLB - Backhoe Loader (TLB) 4x4
Quantity	1
Finance Period	36 Months Finance Lease
Insurance	Comprehensive Insurance Included in Monthly Premium
Engine Capacity	Turbocharged diesel engine
Transmission	4 speed helical cut gear full power shifted with hydraulic reverser standard, electric clutch cut off on gearshift and loader lever
Steering	Power / Hydraulic Steering
Brakes	Power assisted hydraulic wet disc, mounted inboard, self-adjusting and self-equalizing.
Suitable Tyre Type	OTR Industrial Tyres
Extras	<ul style="list-style-type: none"> - Forklift Teeth; Reverse Alarm - The vehicle must have a 1 cubic meter loading bucket. The bin must be adapted to dig gravel/ top soil/ stones and sand, as well as load illegal refuse dumped in the veld. The bin should be equipped with a hardened cutting blade. The digging teeth should also be of hardened steel.

Vehicle 21: Jet Patcher

Section	Infrastructure Services
Department	Roads
Purpose / Function	Road Repairs
Vehicle	Jet Patcher
Quantity	2
Finance Period	60 Months Finance Lease
Insurance	Comprehensive Insurance Included in Monthly Premium
Steering	Power / Hydraulic Steering
Brakes	ABS / Air Brakes / Wet Disc as Applicable
Suitable Tyre Type	Heavy Duty Radial Tyres
Extras	Fogspray System; Road Marking Equipment
Machine Type	Spray Injection Jet Patcher (truck-mounted or trailer-mounted)
Engine (Auxiliary)	Diesel engine (minimum 25–50 kW or equivalent)
Compressor	High-capacity air compressor (minimum 2.5–4.0 m ³ /min output)



Aggregate Hopper	Minimum 1.5 – 3.0 m ³ capacity
Bitumen Emulsion Tank	Minimum 500 – 1,000 litres, insulated and temperature controlled
Water Tank (Optional)	Integrated water tank for cleaning (recommended)
Delivery Hose	Minimum 5–7 meter flexible hose with hand-held nozzle
Control System	Operator control panel (manual or joystick controlled)
Mounting	Truck-mounted or trailer-mounted configuration
Function	Requirement
Cleaning System	High-pressure air system to clean potholes before application
Spray Injection	Simultaneous spraying of bitumen emulsion and aggregate
Sealing Capability	Final sealing layer to ensure durability
Operation	Single-operator or dual-operator operation capability
Application Efficiency	Rapid pothole repair with minimal traffic disruption

Mandatory Extras and Special Equipment

1. Operational Equipment

Hand-held spray nozzle with full control of air, aggregate, and emulsion flow.
Variable control settings for different pothole sizes and conditions.

2. Safety Features

Emergency stop system.
Warning lights and reflective markings for roadside operations.
Protective guards on moving parts.

3. Visibility and Lighting

Work lights for night-time operations.
Reflective chevrons and safety markings compliant with road standards.

4. Storage and Accessibility

Lockable compartments for tools and maintenance equipment.
Easy access to tanks and service points.

Vehicle 22: 4 Ton Dropside Truck + Crew Cab

Section	Infrastructure Services
Department	Roads
Purpose / Function	Infrastructure Support
Vehicle	4 Ton Dropside Truck + Crew Cab
Quantity	3



Finance Period	60 Months Finance Lease
Insurance	Comprehensive Insurance Included in Monthly Premium
Engine Capacity	Minimum 5.0L – 7.0L turbo diesel engine, 6-cylinder configuration or equivalent
Transmission	Automatic
Steering	Power / Hydraulic Steering
Brakes	Air-assisted or full air braking system with ABS
Payload Capacity	Minimum 4 tons
Seating Capacity	Minimum 5–7 occupants (crew cab configuration)
Suitable Tyre Type	Heavy Duty Truck Tyres
Extras	Canopy; Toolboxes
Load Body Type	Drop-side load body or flatbed configuration
Load Body Length	Minimum 3.5 – 4.5 meters
Side Panels	Drop-side panels for ease of loading/unloading
Flooring	Reinforced steel floor suitable for heavy-duty use
Headboard	Heavy-duty headboard for load protection
Tie-Down Points	Adequate load securing points

Vehicle 23: 12m³ Tipper Truck

Section	Infrastructure Services
Department	Roads
Purpose / Function	Materials Transport
Vehicle	12m ³ Tipper Truck
Quantity	2
Finance Period	36 Months Finance Lease
Insurance	Comprehensive Insurance Included in Monthly Premium
Engine Capacity	Minimum 6.0L – 9.0L turbo diesel engine, 6-cylinder or equivalent
Transmission	Automatic
Steering	Power / Hydraulic Steering
Drive Type	6x4 (double rear axle)
Brakes	Full air braking system with ABS, including exhaust/engine brake
Gross Vehicle Mass	Minimum 24,000 kg – 32,000 kg
Suitable Tyre Type	Heavy Duty Truck Tyres
Extras	Hydraulic PTO; Reverse Camera; Reflective chevron tape on rear and sides. Amber LED rotating beacon for site and roadside operations. Reverse alarm (audible warning system).
Load Body Capacity	Minimum 12 cubic metres
Body Type	Steel tipper body (rock body preferred for durability)
Hydraulic System	Front-end or underbody hydraulic tipping system
Tipping Mechanism	Rear tip (standard)
Tailgate	Automatic or manual tailgate with locking mechanism
Floor Thickness	Minimum 6–8 mm steel floor



Side Walls	Reinforced steel sides (minimum 4–6 mm thickness)
Headboard	Heavy-duty headboard with cab protection
Controls	In-cab and/or external tipping controls

Vehicle 24: 4x2 SC Bakkie + Overhead Load System

Section	Infrastructure Services
Department	Water
Purpose / Function	Service Delivery
Vehicle	4x2 SC Bakkie + Overhead Load System
Quantity	5
Finance Period	36 Months Finance Lease
Insurance	Comprehensive Insurance Included in Monthly Premium
Engine Capacity	Minimum 2.4L turbo diesel engine (\pm 2393 cc), 4-cylinder or equivalent
Transmission	Manual (minimum 5-speed) or Automatic equivalent
Steering	Power / Hydraulic Steering
Brakes	ABS / Air Brakes / Wet Disc as Applicable
Suitable Tyre Type	All-Terrain Tyres
Extras	<ul style="list-style-type: none"> - Heavy-duty overhead rack system - Heavy-duty tow bar fitted to OEM standards - Amber LED rotating beacon for operational visibility

Vehicle 25: 4 Ton Dropside Truck + Crew Cab

Section	Infrastructure Services
Department	Water
Purpose / Function	Infrastructure Support
Vehicle	4 Ton Dropside Truck + Crew Cab
Quantity	3
Finance Period	36 Months Finance Lease
Insurance	Comprehensive Insurance Included in Monthly Premium
Engine Capacity	Minimum 5.0L – 7.0L turbo diesel engine, 6-cylinder configuration or equivalent
Transmission	Automatic
Steering	Power / Hydraulic Steering
Brakes	Air-assisted or full air braking system with ABS
Payload Capacity	Minimum 4 tons
Seating Capacity	Minimum 5–7 occupants (crew cab configuration) – Bench Seating
Suitable Tyre Type	Heavy Duty Truck Tyres
Extras	Canopy; Toolboxes
Load Body Type	Drop-side load body or flatbed configuration



Load Body Length	Minimum 3.5 – 4.5 meters
Side Panels	Drop-side panels for ease of loading/unloading
Flooring	Reinforced steel floor suitable for heavy-duty use
Headboard	Heavy-duty headboard for load protection
Tie-Down Points	Adequate load securing points

Vehicle 26: Honey Sucker Truck

Section	Infrastructure Services
Department	Sewer
Purpose / Function	Sewer Sludge Removal
Vehicle	Honey Sucker Truck
Quantity	4
Finance Period	36 Months Finance Lease
Insurance	Comprehensive Insurance Included in Monthly Premium
Engine Capacity	Inline 6 turbo intercooled
Transmission	Automatic Allison Gearbox
Steering	Power / Hydraulic Steering
Brakes	ABS / Air Brakes / Wet Disc as Applicable
Suitable Tyre Type	Heavy Duty Truck Tyres
Extras	Vacuum Pump; Hose Reels

Mandatory Extras and Special Equipment

Tank

The vehicle must have a 10000L sewer tank fitted. The tank should be 500mm diameter fitted with a quick acting hinged lid manufactured from corten steel and “o” ring sealing rubber. The tank material to be used for the outer shell is 6.0mm corten corrosive resistant steel with domed ends. The inner shell material must be 6.0mm corten corrosive resistant steel.

Pump

The pump must work hydraulically (Allison Gearbox)

Suction Hoses

Two suction hoses with a diameter of 100mm must be supplied. The hoses must be equipped with quick couplers and suction strainer. Pipes must be carried on external brackets.



Vehicle 27: Hydraulic Wheeled Excavator

Section	Infrastructure Services
Department	Water
Purpose / Function	Earthmoving
Vehicle	Hydraulic Wheeled Excavator
Quantity	1
Finance Period	36 Months Finance Lease
Insurance	Comprehensive Insurance Included in Monthly Premium
Engine Capacity	108Kw Common rail direct injection, water-cooled, turbocharged after cooled diesel
Transmission	Hydrostatic drive suitable for road travel and site movement
Steering	Hydraulic Steering
Brakes	Service, parking, and emergency braking systems compliant with OEM safety standards
Suitable Tyre Type	Heavy-duty industrial tyres suitable for on-road and off-road operation
Extras	Buckets; Hammer Piping

Mandatory Extras and Special Equipment

Description	Specification
Hydraulic system	
Type	HydrauMind. Closed centre system with load sensing and pressure compensation valves
Main Pump	Variable displacement piston pump supplying boom, arm bucket, swing and travel circuits
Swing	
Type	Axial piston motor driving through planetary double reduction gearbox
Swing lock	Electrically actuated wet multi disc brake integrated into swing motor
Steering System	
Steering control	Hydraulic steering system supplied from a separate gear pump and controlled through LS orbital & priority valves



Maximum bucket capacity and weight

MONO BOOM	
Arm Length	2.9m
Material weight up to 1.2 t/m ³	0.94m ³ 615Kg
Material weight up to 1.5 t/m ³	0.75m ³ 525Kg
Material weight up to 1.8 t/m ³	0.66m ³ 495Kg

Bucket and Arm Force

Arm Length	2.9m
Bucket digging force	115kN
Bucket digging force at PowerMax	123kN
Arm crowd force	74kN
Arm crowd force at PowerMax	79kN

Mono Boom

Arm Length	2.9m
Maximum digging height	9755mm
Maximum dumping height	7235mm
Maximum digging depth	5965mm
Maximum digging depth of cut for 2.44m level	5510mm
Maximum digging reach	9930mm
Maximum digging reach at ground level	9760mm
Minimum swing radius	4060mm

Additional bucket:

The vehicle must be delivered with a second bucket that can be interchanged on the vehicle. The bucket will be used to dig graves. The ground formation is very rocky and the bucket should have a hardened steel cutting edge with teeth. The bucket must have the following dimensions



Vehicle 28: Recycling Combination Truck

Section	Infrastructure Services
Department	Water
Purpose / Function	Service Delivery
Vehicle	Recycling Combination Truck
Quantity	4
Finance Period	36 Months Finance Lease
Insurance	Comprehensive Insurance Included in Monthly Premium
Engine Capacity	Turbo diesel engine (minimum 6-cylinder)
Transmission	Automatic
Steering	Power Steering
Brakes	ABS / Air Brakes / Wet Disc as Applicable
Suitable Tyre Type	Heavy Duty Truck Tyres
Extras	Tow Hitch; Air Lines

Mandatory Extras and Special Equipment

Additional information

Vehicle type:

Type	6x4 vehicle with a large space cabin
Wheelbase	4100 + 1350mm
Engine regulation	EDC
EDC spec	S. enclosure
Vehicle width	2500mm
Rear axle and chassis end	800mm with end tie- up
PTO1	NMV221 left i1.55
PTO2	NH/1c turn any direction i0.91/1.09



Tank designs:

Design	
The tank must be round in shape and have the following specifications. The necessary warning and reflector strips must be visible on the tank	
Thank sheet	Stainless steel
Type	304 Stainless steel, 6mm thick and a Ø of 1760mm
Fresh water tank	± 5000L
Slurry tank	± 7500L
Total capacity	± 12500L
The tank must have a cleaning nozzle which sprays high pressure water to clean the tank.	
Fresh water tank	
Service water for the liquid ring pump is integrated in the freshwater tank.	
Water reservoir for the High-Pressure Water Pump:	
	Rear door opening with single safety lever lock
	Charging hole with pneumatic valve
	Water level indicator
	Discharging 4" with a gate valve
Separator tank made of 304 stainless steel)	
Must be mounted between debris tank and freshwater tank ±1000L	
Manhole	Ø 300mm with overpressure safety valve
Drain	4" with gate valve
Tank end	
Security lock ring to be mounted for constant pressure over the complete circumference of the	



tank. (no pin type locks allowed)	
	Opening with automatic security locking valve
	Lock ring must be mechanically secured
	Sight glasses for water level indication
	6" pneumatic type suction and drain valve
Tank tilting system	
Tank must be lifted by a multistage hydraulic cylinder. All the necessary security systems must be built in, to prevent damages to cylinder and vehicle. The piston rod must be of hard plated chrome	
Tank cleaning nozzles must be installed in the inside of the tank for cleaning purposes	
Tank Finish	
	Steel parts should be sand blasted & spray-painted red RAL 2002
	Water should be galvanized
	The freshwater tank must be tar- epoxy- coated inside
	The rest of the parts of the vehicle should be coated in a grey or black colour.

Vacuum and High- Pressure system:

Liquid ring pump and vacuum pump	
Maximum capacity	3100m ³ / h
Maximum vacuum/ overpressure	0.85 bar / 0.5 bar
Change over Head	



	Pneumatic operated change over head for suction/ pressure change
High pressure system Pressure transformer	
Pressure transformer which converts oil pressure into water pressure with a 1:1 piston ratio	
Operating capacity	350L /min
Operating pressure	200 bar
High pressure hose reel	
The hose reel must be mounted on the rear of the tank end.	
The hose reel must be able to swivel 180° hydraulically on a swivel joint	
Jet hose	120m by Ø 1" rubber jet hose
Reel capacity	120m by Ø 1"
Pressure line from high pressure pump to reel	Ø 1"
Speed regulation	Infinity variable
The central control panel must have the following	
	Must have a valve bank for rollup, unroll, tie up and swivel
	Infinity variable speed regulator
	High pressure pump on- off
	Vacuum pump on- off
	Controls for the suction boom must consist of: up- down, swivel left and right 360°, telescope extend- pull in, vacuum pump suction- pressure and suction boom gate on- off
	Gauges for pressure and vacuum pressure
	Infinity variable speed range of diesel engine



	Diesel engine start- stop
Hydraulic system	
The vacuum pump must be driven by a hydraulic piston pump motor unit. The vacuum pump should be able to be engaged at any time and at any speed. A relief valve must also be installed to avoid overload of the vacuum pump	
The high-pressure system must be hydraulically driven by a pump, no fan belt type driven pumps. Automatic adjustment of water flow to be adjustable by means of a pump- pressure regulated control system.	
A gear pump with additional infinitely variable control system must supply power to the hose reel. The pump must be driven by the vehicle's PTO. The optimum torque should vary from 1000 to 1400 rpm maximum. The pump must be a rubber mounted hydraulic pump.	

Accessories:

Hand hose reel	
A galvanized hose drum with the capacity 40m ½" jetting hose to be supplied	
A 20m ½" jetting hose with a handgun nozzle be supplied. The reel must be on a swivel joint.	
Water recycling system.	
The recycling system must be easy to handle and save on water whilst cleaning pipes.	
The unit must be able to vacuum and jet in combination with each other at any time. The system must also make provision on a continues basis to wash the filter by using the centrifugal pump and valve bank system	
Telescopic suction boom	
The boom must be of a light alloy construction with an aluminium head. The boom must be able to swivel hydraulically 360° and angle at 45°. The boom must be able to telescopically extend with a reach from 2.9m to 4.0m. The boom must have an intake and pneumatic stop valve into the	



slurry tank. The boom must be operated from the central operations panel
An additional hydraulic oil cooler must be installed to allow for the cooling of hydraulic oil while the machine is in use.

Vehicle 29: Aqua Jet

Section	Infrastructure Services
Department	Waste Water
Purpose / Function	High Pressure Sewer Jetting
Vehicle	Aqua Jet
Quantity	2
Finance Period	36 Months Finance Lease
Insurance	Comprehensive Insurance Included in Monthly Premium
Engine Capacity	Diesel engine (minimum 20 – 50 kW) or PTO-driven system
Transmission	Manual/Automatic as Applicable
Steering	Power / Hydraulic Steering
Brakes	ABS / Air Brakes / Wet Disc as Applicable
Suitable Tyre Type	Heavy Duty Truck Tyres
Extras	High Pressure Pump; Hose Reel
High-Pressure Pump	Triplex plunger pump or equivalent
Operating Pressure	Minimum 120 – 200 bar
Water Flow Rate	Minimum 150 – 300 litres per minute
Water Tank Capacity	Minimum 1,000 – 3,000 litres
Hose Reel	Hydraulic or manual hose reel
Jetting Hose Length	Minimum 60 – 120 metres high-pressure hose
Nozzle System	Interchangeable jetting nozzles (penetrator, flushing, rotating)
Mounting	Truck-mounted or trailer-mounted configuration



Vehicle 30: Tractor & Slasher

Section	Community Services
Department	Parks
Purpose / Function	Grass Cutting
Vehicle	Tractor & Slasher
Quantity	1
Finance Period	36 Months Finance Lease
Insurance	Comprehensive Insurance Included in Monthly Premium
Engine Capacity	Turbo diesel engine - Minimum 60 – 90 kW
Transmission	Manual
Steering	Power / Hydraulic Steering
Brakes	Oil-immersed or disc brakes
PTO (Power Take-Off)	Standard rear PTO (540 rpm minimum)
Suitable Tyre Type	Agricultural or industrial tyres suitable for mixed terrain
Extras	ROPS - Roll Over Protection Structure (ROPS) fitted to tractor, compliant with safety standards ; Warning Lights - Amber rotating beacon or LED warning lights for roadside and operational visibility; Rear-mounted rotary slasher compatible with tractor PTO and 3-point linkage
Slasher (Rotary Mower) Specifications	
Specification	Requirement
Slasher Type	Rear-mounted rotary slasher
Cutting Width	Minimum 1.5 m – 2.0 m
Cutting Height	Adjustable cutting height
Blades	Heavy-duty swinging blades
Deck Construction	Reinforced steel deck
Mounting	3-point linkage compatible
PTO Drive	PTO-driven with safety guards
Application	Suitable for grass, light brush, and vegetation control



Vehicle 31: 4 Ton Dropside Truck + Crew Cab

Section	Community Services
Department	Parks and Cemeteries
Purpose / Function	Transport Staff & Equipment
Vehicle	4 Ton Dropside Truck + Crew Cab
Quantity	10
Finance Period	36 Months Finance Lease
Insurance	Comprehensive Insurance Included in Monthly Premium
Engine Capacity	Minimum 5.0L – 7.0L turbo diesel engine, 6-cylinder configuration or equivalent
Transmission	Automatic
Steering	Power Steering
Seating Capacity	Minimum 5–7 occupants (crew cab configuration) – Bench Seating
Suitable Tyre Type	Heavy Duty Truck Tyres
Extras	Canopy; Toolboxes; Amber LED light Alarm & immobilizer system Climate Control Radio (FM/ AM)
Load Body Type	Drop-side load body or flatbed configuration
Load Body Length	Minimum 3.5 – 4.5 meters
Side Panels	Drop-side panels for ease of loading/unloading
Flooring	Reinforced steel floor suitable for heavy-duty use
Headboard	Heavy-duty headboard for load protection
Tie-Down Points	Adequate load securing points

Vehicle 32: 4 Ton Dropside Truck + Half Canopy

Section	Community Services
Department	Parks and Cemeteries
Purpose / Function	Ferry Staff, Equipment, & Ornamental Plants
Vehicle	4 Ton Dropside Truck + Half Canopy
Quantity	2
Finance Period	36 Months Finance Lease
Insurance	Comprehensive Insurance Included in Monthly Premium
Engine Capacity	4 - 6 Cylinders
Transmission	Automatic
Steering	Power Steering
Brakes	ABS / Air Brakes / Wet Disc as Applicable
Suitable Tyre Type	Heavy Duty Truck Tyres
Extras	Dropside Body; Towbar; Amber Led Light Alarm & Immobilizer System Climate Control Radio (Fm/ Am)



Vehicle 33: 4x2 SC Bakkie + Canopy

Section	Community Services
Department	Parks and Services
Purpose / Function	Ferry Staff and Equipment
Vehicle	4x2 SC Bakkie + Canopy
Quantity	4
Finance Period	36 Months Finance Lease
Insurance	Comprehensive Insurance Included in Monthly Premium
Engine Capacity	Minimum 2.4L turbo diesel engine (\pm 2393 cc), 4-cylinder or equivalent
Transmission	Automatic
Steering	Power / Hydraulic Steering
Brakes	ABS / Air Brakes / Wet Disc as Applicable
Suitable Tyre Type	All-Terrain Tyres
Extras	Canopy; Towbar; Bull Bar; Alarm & Immobilizer; Radio; Climate Control

Vehicle 34: Tractor 4WD

Section	Community Services
Department	Parks
Purpose / Function	Parks Maintenance
Vehicle	Tractor 4WD
Quantity	4
Finance Period	36 Months Finance Lease
Insurance	Comprehensive Insurance Included in Monthly Premium
Engine Capacity	Turbo diesel engine - Minimum 60 – 100 kW
Transmission	Manual
Steering	Power / Hydraulic Steering
Drive Type	4WD (four-wheel drive)
Brakes	Oil-immersed or disc brakes
Suitable Tyre Type	Agricultural Tyres
Extras	Amber rotating beacon or LED warning light for operational visibility Alarm and immobiliser system Factory-fitted air conditioning system Radio/audio system fitted in cab



Vehicle 35: Cherry Picker – 12m Boom

Section	Community Services
Department	Parks and Cemeteries
Purpose / Function	Tree Maintenance
Vehicle	Cherry Picker – 12M Boom
Quantity	2
Finance Period	36 Months Finance Lease
Insurance	Comprehensive Insurance Included in Monthly Premium
Engine Capacity	4 cylinder or bigger
Transmission	Manual and Auto (2 of each)
Steering	Power / Hydraulic Steering
Brakes	ABS / Air Brakes / Wet Disc as Applicable
Suitable Tyre Type	Commercial Truck Tyres
Extras	<ul style="list-style-type: none"> - Amber LED light - Alarm & immobilizer system - Climate Control - Radio (FM/ AM) - 12-meter cherry picker boom (2Stage) with platform - 2 control valve banks (one in platform (basket) and second on vehicle's body work - Crew Cab - Spotlight - should be able to rotate 360 - Tow bar - Steel steps for easy access - Steel toolboxes to be fitted on side of undercarriage od vehicle

Mandatory Extras and Special Equipment

1. 12 Meter cherry picker boom (2 Stages)

The vehicle should be equipped with a 12-meter boom. The cherry picker should have one basket, capable of lifting one employee to the required height. The basket must be manufactured from nonelectrical conductive material. The basket must have an operator's valve bank inside. A second operator's valve bank must on the vehicle's chassis easily accessible in case of emergency. The vehicle should also have stabilizer arms to stabilize the vehicle when the cherry picker is operated. A 24V adaptor should also be provided.



Vehicle 36: 6m³ Tipper Crane Truck + Claw Grabber

Section	Community Services
Department	Parks and Cemeteries
Purpose / Function	Tree Branch Collection
Vehicle	6m ³ Tipper Crane Truck + Claw Grabber
Quantity	2
Finance Period	36 Months Finance Lease
Insurance	Comprehensive Insurance Included in Monthly Premium
Engine Capacity	Minimum 4.0L – 6.0L turbo diesel engine, 4 or 6-cylinder
Transmission	Automatic & Gearbox with PTO
Steering	Power with Hydraulic Assist
Drive Type	4x2 (rear-wheel drive)
Gross Vehicle Mass	Minimum 8,500 kg – 16,000 kg
Payload Capacity	Suitable for 6m ³ tipper body
Brakes	Air-assisted or hydraulic braking system with ABS
Suitable Tyre Type	Heavy Duty Truck Tyres
Extras	Crane; Claw Grab
Body Type	Steel tipper body (drop-side or fixed side)
Hydraulic System	Underbody or front-end tipping hydraulic system
Tipping Mechanism	Rear tipping
Floor Thickness	Minimum 5–6 mm steel floor
Side Panels	Reinforced steel side walls
Tailgate	Lockable tailgate suitable for tipping operations

Mandatory Extras and Special Equipment

Hydraulic Crane and Claw Grabber

Component	Requirement
Crane Type	Hydraulic knuckle boom crane
Lifting Capacity	Minimum 1,000 – 2,500 kg (depending on reach)
Reach	Minimum 4 – 6 metres
Grabber Type	Hydraulic claw grab suitable for refuse, vegetation, and rubble
Controls	Manual or remote control operation
Stabilisers	Hydraulic outriggers for safe operation



Mandatory Extras and Special Equipment

Component	Requirement
Warning Light	Amber rotating beacon or LED warning light
Tow Bar	Heavy-duty tow bar fitted to OEM standards
Security System	Alarm and immobiliser system
Gear Lock	Anti-theft gear lock fitted
Air Conditioning	Factory-fitted air conditioning system
Bull Bar	Heavy-duty front bull bar
Audio System	Radio/audio system fitted in cab
Reverse Camera	Rear-view camera system with in-cab display

Vehicle 37: TLB

Section	Community Services
Department	Parks and Cemeteries
Purpose / Function	Grave digging
Vehicle	TLB - Backhoe Loader (TLB) 4x4
Quantity	1
Finance Period	36 Months Finance Lease
Insurance	Comprehensive Insurance Included in Monthly Premium
Engine Capacity	Turbocharged diesel engine
Transmission	4 speed helical cut gear full power shifted with hydraulic reverser standard, electric clutch cut off on gearshift and loader lever
Steering	Power / Hydraulic Steering
Brakes	Power assisted hydraulic wet disc, mounted inboard, self-adjusting and self-equalizing.
Suitable Tyre Type	OTR Industrial Tyres
Extras	<ul style="list-style-type: none"> - Forklift Teeth; Reverse Alarm - The vehicle must have a 1 cubic meter loading bucket. The bin must be adapted to dig gravel/ top soil/ stones and sand, as well as load illegal refuse dumped in the veld. The bin should be equipped with a hardened cutting blade. The digging teeth should also be of hardened steel.



Vehicle 38: Hydraulic Wheeled Excavator

Section	Community Services
Department	Parks and Cemeteries
Purpose / Function	Earthmoving
Vehicle	Hydraulic Wheeled Excavator
Quantity	1
Finance Period	36 Months Finance Lease
Insurance	Comprehensive Insurance Included in Monthly Premium
Engine Capacity	108Kw Common rail direct injection, water-cooled, turbocharged after cooled diesel
Transmission	Hydrostatic drive suitable for road travel and site movement
Steering	Hydraulic Steering
Brakes	Service, parking, and emergency braking systems compliant with OEM safety standards
Suitable Tyre Type	Heavy-duty industrial tyres suitable for on-road and off-road operation
Extras	Buckets; Hammer Piping

Mandatory Extras and Special Equipment

Description	Specification
Hydraulic system	
Type	HydrauMind. Closed centre system with load sensing and pressure compensation valves
Main Pump	Variable displacement piston pump supplying boom, arm bucket, swing and travel circuits
Swing	
Type	Axial piston motor driving through planetary double reduction gearbox
Swing lock	Electrically actuated wet multi disc brake integrated into swing motor
Steering System	
Steering control	Hydraulic steering system supplied from a separate gear pump and controlled through LS orbital & priority valves



Maximum bucket capacity and weight

MONO BOOM	
Arm Length	2.9m
Material weight up to 1.2 t/m ³	0.94m ³ 615Kg
Material weight up to 1.5 t/m ³	0.75m ³ 525Kg
Material weight up to 1.8 t/m ³	0.66m ³ 495Kg

Bucket and Arm Force

Arm Length	2.9m
Bucket digging force	115kN
Bucket digging force at PowerMax	123kN
Arm crowd force	74kN
Arm crowd force at PowerMax	79kN

Mono Boom

Arm Length	2.9m
Maximum digging height	9755mm
Maximum dumping height	7235mm
Maximum digging depth	5965mm
Maximum digging depth of cut for 2.44m level	5510mm
Maximum digging reach	9930mm
Maximum digging reach at ground level	9760mm
Minimum swing radius	4060mm



Additional bucket:

The vehicle must be delivered with a second bucket that can be interchanged on the vehicle. The bucket will be used to dig graves. The ground formation is very rocky and the bucket should have a hardened steel cutting edge with teeth. The bucket must have the following dimensions

Vehicle 39: Open Trailer

Section	Community Services
Department	Parks and Cemeteries
Purpose / Function	Ferry Grass Cutting Equipment
Vehicle	Open Trailer
Quantity	4
Finance Period	36 Months Finance Lease
Insurance	Comprehensive Insurance Included in Monthly Premium
Trailer Type	Open flatbed equipment trailer
Trailer Dimensions	Minimum 3.0 m – 4.0 m (length) x 1.5 m – 2.0 m (width)
Axle Configuration	Single or tandem axle (depending on load capacity)
Load Capacity	Minimum 1,000 – 2,000 kg
Chassis	Heavy-duty steel chassis with anti-corrosion coating
Suspension	Leaf spring suspension or equivalent
Brakes	Braked system (overrun or equivalent, where applicable)
Tyres	Commercial trailer tyres suitable for load-bearing
Coupling	Standard tow hitch compatible with municipal vehicles
Lighting	Full roadworthy lighting system compliant with regulations
Component	Requirement
Loading System	Rear loading ramp or fold-down tailgate suitable for ride-on mower access
Deck Surface	Anti-slip steel or treated timber flooring
Side Rails	Low-profile side rails or removable sides
Tie-Down Points	Adequate anchor points for securing equipment
Wheel Chocks	Provision for securing ride-on mower wheels
Stability	Jockey wheel and stabiliser legs for loading stability
Component	Requirement
Loading System	Rear loading ramp or fold-down tailgate suitable for ride-on mower access
Deck Surface	Anti-slip steel or treated timber flooring
Side Rails	Low-profile side rails or removable sides
Tie-Down Points	Adequate anchor points for securing equipment
Wheel Chocks	Provision for securing ride-on mower wheels
Stability	Jockey wheel and stabiliser legs for loading stability



Vehicle 40: 12m³ Compactor Truck

Section	Community Services
Department	Waste Management
Purpose / Function	Waste Collection
Vehicle	12m ³ Compactor Truck
Quantity	4
Finance Period	36 Months Finance Lease
Insurance	Comprehensive Insurance Included in Monthly Premium
Engine Capacity	6 Cylinders
Transmission	Automatic Allison gearbox with PTO
Steering	Power Steering
Brakes	ABS / Air Brakes / Wet Disc as Applicable
Suitable Tyre Type	Heavy Duty Truck Tyres
Extras	Registration & Licensing costs Amber LED light Alarm & immobilizer system Climate Control Radio (FM/ AM) 12m ³ compacting unit with High bin lifters Air conditioning PTO Diff Lock Crew Cab Allison Gearbox

Mandatory Extras and Special Equipment

12m³ Compacting unit with bin lifters

The vehicle should be fitted with a 12m³ refuse compacting bin. The hopper capacity should be 1.3m³. The dimensions of the compactor bin are: 4150mm (L) 2135mm (W) and 1525mm (H) with an additional 1.2m for a crew cab. The tailgate specifications are as follow: 120mm (loading sill height) 2083mm (hopper loading width and 1448mm (hopper opening height). Steps and grab handles should also be provided. The vehicles should be fitted with "high lift bin lifters".

Diff Lock

The vehicle supplied must be a 6 x 4 traction vehicle with an additional option of diff lock. This option must be activated by the driver when necessary, in the cab via a button.

Allison Gearbox and PTO

It is a requirement by the Municipality that the vehicle should be fitted with an Allison Gearbox and PTO drive.

Compaction Unit:

The compaction unit as well as the bin lifting system should also be supplied with a maintenance/ service plan. The plan should include maintenance/ services on all moving parts, hydraulic cylinders and hopper bucket. A warranty should also be included.



Bin Lifters

Each vehicle must be fitted with high lifting bin lifters.

Vehicle 41: 21m³ Compactor Truck

Section	Community Services
Department	Waste Management
Purpose / Function	Waste Collection
Vehicle	21m ³ Compactor Truck
Quantity	12
Finance Period	36 Months Finance Lease
Insurance	Comprehensive Insurance Included in Monthly Premium
Engine Capacity	6 Cylinders
Transmission	Automatic Allison gearbox with PTO
Steering	Power Steering
Brakes	ABS / Air Brakes / Wet Disc as Applicable
Suitable Tyre Type	Heavy Duty Truck Tyres
Extras	Registration & Licensing costs Amber LED light Alarm & immobilizer system Climate Control Radio (FM/ AM) 21m ³ compacting unit with High bin lifters Air conditioning PTO Diff Lock Crew Cab



	Allison Gearbox
--	-----------------

Mandatory Extras and Special Equipment

21m³ Compacting unit with bin lifters

The vehicle shall be fitted with a 21m³ refuse compactor body. The hopper capacity shall be between 1.5m³ and 2.0m³ to ensure efficient loading and compaction of waste.

The approximate dimensions of the compactor body shall be not less than 4150 mm (length), 2135 mm (width), and 1525 mm (height), with provision for an additional 1.2 m length to accommodate the crew cab configuration.

The tailgate shall meet the following minimum requirements:

- Loading sill height: approximately 120 mm
- Hopper loading width: minimum 2083 mm
- Hopper opening height: minimum 1448 mm

The tailgate must be fitted with operator safety features, including non-slip steps and grab handles.

Each vehicle shall be equipped with high-lift bin lifters, compatible with standard municipal refuse bins, to facilitate safe and efficient waste loading operations.

Diff Lock

The vehicle supplied must be a 6 x 4 traction vehicle with an additional option of diff lock. This option must be activated by the driver when necessary, in the cab via a button.

Allison Gearbox and PTO

It is a requirement by the Municipality that the vehicle should be fitted with an Allison Gearbox and PTO drive.

Compaction Unit:

The compaction unit as well as the bin lifting system should also be supplied with a maintenance/ service plan. The plan should include maintenance/ services on all moving parts, hydraulic cylinders and hopper bucket. A warranty should also be included.

Bin Lifters

Each vehicle must be fitted with high lifting bin lifters.



Vehicle 42: Skip Loader Truck

Section	Community Services
Department	Waste Management
Purpose / Function	Waste Operations
Vehicle	Skip Loader
Quantity	2
Finance Period	36 Months Finance Lease
Insurance	Comprehensive Insurance Included in Monthly Premium
Engine Capacity	6 cylinder or bigger
Transmission	Automatic
Steering	Power Steering
Brakes	ABS / Air Brakes / Wet Disc as Applicable
Suitable Tyre Type	Heavy Duty Truck Tyres
Extras	Amber LED light and Siren Alarm & immobilizer system Climate Control Radio (FM/ AM)

Mandatory Extras and Special Equipment

Chassis Requirements for skip loader equipment

<u>Model</u>	<u>Cab Configuration</u>	<u>Front axle rating</u>	<u>Rear axle rating</u>	<u>GVM</u>	<u>WB</u>
13 ton	Cab over axle	7500	18000	26000	2850

Vehicle 43: Roll-On Roll-Off Grab Truck

Section	Infrastructure Services
Department	Waste Management
Purpose / Function	Cleaning of Illegal Dumps
Vehicle	Roll-On Roll-Off Grab
Quantity	2
Finance Period	36 Months Finance Lease
Insurance	Comprehensive Insurance Included in Monthly Premium
Engine Capacity	Minimum 5.0L – 7.0L turbo diesel engine, 6-cylinder or equivalent
Transmission	Manual (minimum 6-speed) or Automatic equivalent
Drive Type	4x2 or 6x2 configuration
Steering	Power steering (hydraulic assist)



Brakes	Air brake system with ABS
Gross Vehicle Mass	Minimum 12,000 kg – 18,000 kg
Lifting Capacity	Minimum 8-ton lifting capacity
Suitable Tyre Type	Heavy-duty commercial tyres (e.g., 295/80 R22.5 or equivalent)
Extras	Amber LED lights for operational visibility Reverse buzzer for safety Rear-view camera system with in-cab display

Mandatory Extras and Special Equipment

Roll-On Roll-Off System Requirements

Component	Requirement
RoRo System Type	Hydraulic hook-lift system
Container Compatibility	Suitable for standard municipal skip containers
Hook Lift Capacity	Minimum 8 tons
Operation	In-cab and/or external controls
Locking Mechanism	Secure container locking system
Hydraulic System	Heavy-duty hydraulic system with safety valves
Stabilisation	Rear stabiliser legs where applicable

Grab and Bin Lifting System

Component	Requirement
Grab Type	Hydraulic grab (claw type) for waste and bulk material handling
Crane System	Hydraulic crane (if applicable) for grab operation
High Bin Lifter	Hydraulic high bin lifter compatible with municipal bins
Controls	Manual or remote control operation
Safety Features	Overload protection and emergency stop



Vehicle 44: 12m³ Tipper Truck

Section	Community Services
Department	Waste Management
Purpose / Function	Cleaning Illegal Dumps
Vehicle	12m ³ Tipper Truck
Quantity	2
Finance Period	36 Months Finance Lease
Insurance	Comprehensive Insurance Included in Monthly Premium
Engine Capacity	Minimum 6.0L – 9.0L turbo diesel engine, 6-cylinder or equivalent
Transmission	Automatic
Steering	Power / Hydraulic Steering
Drive Type	6x4 (double rear axle)
Brakes	Full air braking system with ABS, including exhaust/engine brake
Gross Vehicle Mass	Minimum 24,000 kg – 32,000 kg
Suitable Tyre Type	Heavy Duty Truck Tyres
Extras	Hydraulic PTO; Reverse Camera; Reflective chevron tape on rear and sides. Amber LED rotating beacon for site and roadside operations. Reverse alarm (audible warning system).
Load Body Capacity	Minimum 12 cubic metres
Body Type	Steel tipper body (rock body preferred for durability)
Hydraulic System	Front-end or underbody hydraulic tipping system
Tipping Mechanism	Rear tip (standard)
Tailgate	Automatic or manual tailgate with locking mechanism
Floor Thickness	Minimum 6–8 mm steel floor
Side Walls	Reinforced steel sides (minimum 4–6 mm thickness)
Headboard	Heavy-duty headboard with cab protection
Controls	In-cab and/or external tipping controls

Vehicle 45: Front End Loader

Section	Infrastructure Services
Department	Waste Management
Purpose / Function	Illegal Dumping Cleanup
Vehicle	Front End Loader
Quantity	1
Finance Period	36 Months Finance Lease
Insurance	Comprehensive Insurance Included in Monthly Premium
Engine Capacity	6-cylinder
Transmission	Planetary powershift transmission
Steering	Load-sensing hydraulic articulated steering
Brakes	Dry or wet disc braking system
Suitable Tyre Type	Heavy-duty earthmoving tyres
Extras	ROPS/FOPS certified enclosed cab



	Amber LED rotating beacon Reverse alarm (audible buzzer) Rear-view camera system Work lights for night operations Fire extinguisher mounted in cab Standard toolkit Lockable battery and service compartments
Operating Weight	Approximately 17,000 kg – 18,500 kg
Engine Type	Turbo diesel, water-cooled, direct injection
Engine Power Output	Minimum 160 kW
Transmission	Planetary powershift transmission
Drive Type	4x4 (four-wheel drive)
Steering	Load-sensing hydraulic articulated steering
Brakes	Dry or wet disc braking system
Rated Load Capacity	Minimum 5,000 kg
Bucket Capacity	Minimum 3.0 m ³ (general purpose bucket)
Breakout Force	Minimum 170 kN
Dump Height	Minimum 3,000 mm

Vehicle 46: 4 Ton Dropside + Crew Cab

Section	Infrastructure Services
Department	Waste
Purpose / Function	Infrastructure Support
Vehicle	4 Ton Dropside + Crew Cab
Quantity	2
Finance Period	36 Months Finance Lease
Insurance	Comprehensive Insurance Included in Monthly Premium
Engine Capacity	4 - 6 Cylinders
Transmission	Automatic
Steering	Power Steering
Brakes	ABS / Air Brakes / Wet Disc as Applicable
Suitable Tyre Type	Heavy Duty Truck Tyres
Extras	Dropside Body; Towbar; Amber Led Light Alarm & Immobilizer System Climate Control Radio (Fm/ Am) Toolbox



Unit 47: 4x2 SC + Canopy

Section	Community Services
Department	Waste
Purpose / Function	Tools & Staff Transport
Vehicle	4x2 SC + Canopy
Quantity	2
Finance Period	36 Months Finance Lease
Insurance	Comprehensive Insurance Included in Monthly Premium
Engine Capacity	Minimum 2.4L turbo diesel engine (\pm 2393 cc), 4-cylinder or equivalent
Transmission	Manual
Steering	Power / Hydraulic Steering
Brakes	ABS / Air Brakes / Wet Disc as Applicable
Suitable Tyre Type	Commercial Radial Tyres
Extras	Canopy; LED Lights; Reverse Buzzer

Unit 48: 4x2 SC + Canopy

Section	Corporate Services
Department	Mechanical
Purpose / Function	Tools & Staff Transport
Vehicle	4x2 SC + Canopy
Quantity	2
Finance Period	36 Months Finance Lease
Insurance	Comprehensive Insurance Included in Monthly Premium
Engine Capacity	Minimum 2.4L turbo diesel engine (\pm 2393 cc), 4-cylinder or equivalent
Transmission	Manual
Steering	Power / Hydraulic Steering
Brakes	ABS / Air Brakes / Wet Disc as Applicable
Suitable Tyre Type	Commercial Radial Tyres
Extras	Canopy; LED Lights; Reverse Buzzer, Towbar

Vehicle 49: 16-Seater Minibus

Section	Corporate Services
Department	Operations
Purpose / Function	Staff transport
Vehicle	16-Seater Minibus
Quantity	1
Finance Period	36 Months Finance Lease
Insurance	Comprehensive Insurance Included in Monthly Premium
Engine Capacity	2.8L turbo diesel (\pm 2755 cc, 4-cylinder)
Transmission	Manual/Automatic
Steering	Power / Hydraulic Steering



Brakes	ABS / Air Brakes / Wet Disc as Applicable
Suitable Tyre Type	Commercial Radial Tyres
Extras	Seatbelts; Radio; Aircon

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

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

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

Name of Bidder.....	Bid Number.....
Closing Time	Closing Date

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-	Required by:	.....
-	At:	.....
-	Brand and Model	.....
-	Country of Origin	.....
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)	.....
-	Period required for delivery	.....	*Delivery: Firm/Not firm
-	Delivery basis	.....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

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

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

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

3.10 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

3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

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

3.13.1 If yes, furnish particulars.

.....

.....

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

3.14.1 If yes, furnish particulars:

.....

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

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

1 Are you by law required to prepare annual financial statements for auditing?

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

***YES / NO**

.....
.....

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

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

2.2 If yes, provide particulars.

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

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

* Delete if not applicable

***YES / NO**

3.1 If yes, furnish particulars

.....
.....

***YES / NO**

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

***YES / NO**

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); or
 - 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 80/20 preference point system.
- b) The applicable preference point system for this tender is the 90/10 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	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = 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.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
At least 51% black ownership	5	10		
At least 51% Women ownership	5	10		

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 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.

<p>.....</p> <p>SIGNATURE(S) OF TENDERER(S)</p>
<p>SURNAME AND NAME:</p>
<p>DATE:</p>
<p>ADDRESS</p> <p>.....</p> <p>.....</p> <p>.....</p>

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>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?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js9141w 4

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

I. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

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

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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