



NOTICE NO: 111/2021	
SUPPLY NEW PLANT AND VEHICLES ON AN OPERATING LEASE WITH A PULL AND PUSH RESIDUAL VALUE AT THE END OF THE TERM PER ITEM FOR A PERIOD OF 36 AND OR 60 MONTHS	
CLOSING DATE:	MONDAY, 28 JUNE 2021 @ 12:00
A compulsory virtual clarification session will be arranged for those that have shown interest in bidding for this project on the 07 June 2021 @ 14h00. A request to attend or join the virtual clarification session MUST be sent to tenders@kouga.gov.za and copied to ngouws@kouga.gov.za before 16h00(end of business), the 04 June 2021. Any RSVP or show of interest, received after 16h00 on the 04 June 2021 will not be considered. If you did not RSVP by sending a request to attend or join the virtual clarification meeting before the due date, your bid will not be considered.	
Location for Submission of Bid	Tender Box, 21 St Croix Street (back entrance) or 16 Woltemade Street (front entrance), Jeffrey's Bay, Room 122
Name of tendering firm:	
Contact Person (<i>Full Names</i>):	
Tel No.:	Cell No.:
Fax No.:	
E-mail:	
Supplier Database No.:	CSD No.:
Signature of Tenderer:	
Issued By:	
KOUGA LOCAL MUNICIPALITY	
PO Box 21	
JEFFREYS BAY, 6330	
CONTACT PERSON: Mr. N. Gouws email: tenders@kouga.gov.za copy ngouws@kouga.gov.za	

NB: THIS TENDER WILL BE EVALUATED ON THE 80/20 POINT SCORING SYSTEM

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PLEASE TAKE NOTE OF ALL LISTED INSTRUCTIONS AND COMMENT

- IN ADDITION TO ALL APPLICABLE LEGISLATION THE SUPPLY CHAIN POLICY APPROVED 01 SEPTEMBER 2021, WILL APPLY TO THIS TENDER.
- NB: PLEASE ENSURE THAT YOU FAMILIARIZE YOURSELF WITH THE COMPLETE DOCUMENT AND SIGN ALL PAGES WHERE IT IS REQUIRED TO DO SO. ALL DOCUMENTATION MUST BE ORIGINALLY SIGNED IN BLACK INK (COPIES OF SIGNARTORIES WILL NOT BE ACCEPTED)
- FAILURE TO FULLY COMPLETE THE COMPULSORY MUNICIPAL BIDDING DOCUMENTS WILL RESULT IN THE TENDER BEING CLASSIFIED AS NON-RESPONSIVE.
- THE NATIONAL TREASURY CENTRAL DATABASE AND TAX COMPLIANCE WILL BE VERIFIED ON DAY OF EVALUATING ANY TENDER. IN INSTANCES OF NON-COMPLIANCE BIDS WILL BE DECLARED NON-RESPONSIVE. (Subject to MFMA Circular 90)
- TENDER DOCUMENTATION IS AVAILABLE ON E-TENDER AND AN ELECTRONIC COPY MAY BE REQUESTED FROM THE SUPPLY CHAIN OFFICE. A NON-REFUNDABLE FEE WILL BE CHARGED FOR ANY PRINTED DOCUMENT AND IS AVAILABLE FROM THE REGISTRY SECTION AT 33 DA GAMA ROAD, JEFFREYS BAY.
- PLEASE BE ADVISED THAT A COPY OF A CERTIFIED COPY DOES NOT CONSTITUTE A CERTIFIED COPY.
- DO NOT USE CORRECTION FLUID IN THE DOCUMENT. IF ANY MISTAKES ARE MADE, PLEASE DRAW A LINE THROUGH IT AND INITIAL NEXT TO IT.
- DOCUMENT TO BE COMPLETED IN INK. DOCUMENTATION COMPLETED IN PENCIL WILL NOT BE CONSIDERED.
- THE FOLLOWING DOCUMENTS MUST BE SUBMITTED WITHIN THE TIME SPECIFIED IN THE REQUEST. **FAILURE TO COMPLY WILL RESULT IN NON-ACCEPTANCE OF THE TENDER.THESE DOCUMENTS MAY BE REQUESTED AS SUPPORT TO THE CONTRACT FILE DOCUMENTATION FOR EVALUATION PURPOSES.**
 1. National Treasury Central Database Summary Report
 2. Business Registration Documents/ Formal Registration Documentation/ JV Agreements/Consortia/ Partnerships and Trust's – Applicable to all entities (ie. Companies, Public & Private Entities, Partnerships and Joint Ventures). CM9/ Name Change Document will not suffice as Proof of Business Registration.
 3. A copy of a valid SARS Tax Compliance Pin number for all entities and all partners of Joint Venture)
 4. Certified ID copies.
 5. Latest Municipal Billing Clearance Certificate/ Copy of Municipal Account / Rental Documentation to be submitted
 6. Audited financial Statements for the last 3 financial years
 7. Any Special Conditions of Contract Documentation- Must be submitted as set out in tender contract or upon request.

PERSONAL DETAILS OF THE TENDERER

PLEASE PROVIDE THE FOLLOWING DETAILS:

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	111 of 2021	CLOSING DATE:	28 June 2021	CLOSING TIME:	12:00
DESCRIPTION	<u>SUPPLY NEW PLANT AND VEHICLES ON AN OPERATING LEASE WITH A PULL AND PUSH RESIDUAL VALUE AT THE END OF THE TERM PER ITEM FOR A PERIOD OF 36 AND OR 60 MONTHS</u>				
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 (STREET ADDRESS)

Kouga Local Municipality:					
21 St Croix Street (back entrance) or 16 Woltemade Street (front entrance), Room 122					
Jeffreys Bay					
6330					
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:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes	
	☐ No			☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	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	Supply Chain Office	CONTACT PERSON	N Gouws
CONTACT PERSON		TELEPHONE NUMBER	0422002200
TELEPHONE NUMBER	042 200 2200	FACSIMILE NUMBER	
FACSIMILE NUMBER			ngouws@kouga.gov.za
E-MAIL ADDRESS	tenders@kouga.gov.za		

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, 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)? ☐ YES ☐ NO	

- | | |
|---|--|
| 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? | ☐ YES ☐ NO |
| 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | ☐ YES ☐ NO |
| 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | ☐ YES ☐ NO |
| 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | ☐ YES ☐ NO |

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

CERTIFICATION:

I declare that the information in this annexure is true and correct in all respects.

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:

NATIONAL TREASURY – GENERAL CONDITIONS OF CONTRACT**TABLE OF CLAUSES**

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of Origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Days" 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 markets its goods on its 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 purchasers request for bid validity extension, as the case may be. See paragraph 1, page 22.

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 purchasers 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 suppliers 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 suppliers notice, the purchaser shall evaluate the situation and may at his discretion extend the suppliers 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 suppliers point of supply is not situated at or near the place where the supplies are required, or the suppliers 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 suppliers 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 persons name be endorsed on the Register for Tender Defaulters. When a persons 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 antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a 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 (NIP) Programme

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

34. Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

KOUGA LOCAL MUNICIPALITY (EC108)**NOTICE NO: 111/2021****SUPPLY NEW PLANT AND VEHICLES ON AN OPERATING LEASE WITH A PULL AND PUSH RESIDUAL VALUE AT THE END OF THE TERM PER ITEM FOR A PERIOD OF 36 AND OR 60 MONTHS**

Prospective Service Providers are hereby invited to submit tenders for the Supply and Delivery of New Plant and Vehicles on an Operating Lease with a Push and Pull Residual Value at the end of the term per item a period of 36 months and or 60months for Kouga Local Municipality.

Tenders

An electronic copy of the tender document will be available on E-Tender portal www.etender.gov.za or the municipal website www.kouga.gov.za as from Thursday, 27 May 2021. After downloading the tender document from the website each prospective bidder, **MUST** email their contact details to tenders@kouga.gov.za and copied to ngouws@kouga.gov.za.

A compulsory virtual clarification session will be arranged for those that have shown interest in bidding for this project on the **07 June 2021 @ 14h00**. A request to attend or join the virtual clarification session **MUST** be sent to tenders@kouga.gov.za and copied to ngouws@kouga.gov.za before **16h00(end of business)**, the **04 June 2021**. Any RSVP or show of interest, received after 16h00 on the 04 June 2021 will not be considered. If you did not RSVP by sending a request to attend or join the virtual clarification meeting before the due date, your bid will not be considered. *(Detail of this is in the tender document)*

Please note:

- Telegraphic, telephonic, telex, facsimile, email or late tenders will not be accepted.
- This contract will be evaluated on the 80/20point scoring system.
- The Guidelines for locally produced goods or locally manufactured goods with a stipulated minimum threshold where applicable will be applied.
- **A minimum functional assessment score of 70% will apply to this contract.**
- A valid SARS Tax compliance Status pin to be submitted.
- Prospective Service Providers must register on Kouga Municipality's Supplier database as per the registration requirements.
- The National Treasury Central Supplier Database Summary report must be submitted.
- In order to claim Preference points a valid originally or certified B-BBEE Status level Verification certificate or a Sworn Affidavit completed on the DTI format must be submitted to validate the claim.
- The Council reserves the right to accept any tender and, or part thereof, appoint more than one contractor, and does not bind itself to accept the lowest or any tender. The Council reserves the right to appoint any contractor.
- The validity period for submission must be 120 days from the closing date.
- Tenders that are deposited in the incorrect box or delivered to any other venue will not be considered.

Enquiries relating to this tender must be submitted in writing via e-mail to tenders@kouga.gov.za and copied to ngouws@kouga.gov.za

Completed documents in a sealed envelope endorsed "**NOTICE NO: 111/2021: "SUPPLY AND DELIVERY NEW PLANT AND VEHICLES ON AN OPERATING LEASE WITH A PULL AND PUSH RESIDUAL VALUE AT THE END OF THE TERM PER ITEM FOR A PERIOD OF 36 AND OR 60 MONTHS FOR KOUGA LOCAL MUNICIPALITY**", must be placed in the Tender Box 21 St Croix Street (back entrance) or 16 Woltemade Street (front entrance), Jeffrey's Bay, Room 122 on or before **MONDAY, 28 JUNE 2021 at 12:00.**

C. DU PLESSIS
MUNICIPAL MANAGER

P.O. Box 21
JEFFREYS BAY
6330

For Placement: Herald – 27 MAY 2021

Municipal Website/ Municipal Notice Boards in all offices/areas – 27 MAY 2021

CONDITIONS OF TENDER

1. PRICES

- All prices tendered and all deposits or payments made shall be in the currency of the Republic of South Africa.
- Prices should remain fixed for the period of the Tender. Should the successful Tenderer wish to alter any Tender price during the currency of the Tender period bidder can only do so **twelve months after award has been made and thereafter once annually**, the Municipality reserve the right to:
 - Accept the amended price provided that one (1) month written notice was given to the Municipality; or
 - Call for new Tenders in respect of the particular items concerned or negotiate new prices with alternative suppliers to the exclusion of the Tenderer.
 - Tenderers shall state the time of delivery in days from date of the official order by the Municipality and all tendered prices are to include VAT as well as costs of delivery to the Municipal stores In Jeffreys Bay or such other address as may be indicated by the Kouga Local Municipality.
- All prices tendered shall be VAT included.
- Rates inserted should be applicable from date of appointment. The applicable measure for escalation shall apply. Proof to be provided for any request for increase.

2. LAYOUT

This tender document is divided into several sections. Please read through all the sections. In particular, the Conditions of Tender are most important, as they contain several new clauses in the light of the procurement policy and please take note of the conditions of tender and the list of required documents to be handed in, seeing that non adherence to these requirements can lead to non-responsiveness of tender.

3. SUBMISSION

Please read through carefully the Conditions of Tender, which deals with submission of tender. Your completed tender document must be placed in a sealed envelope, and the contract number and name of the contract written clearly on the outside. The envelope must be deposited, In accordance with the instructions in the Tender Advertisement. It is the Service Provider's responsibility to ensure that their bid is deposited in the correct tender box. No bid document delivered at any other venue or tender box than the mentioned one will be considered.

4. SCOPE OF CONTRACT

Appointment of a service provider for the Supply and Delivery of New Plant and Vehicles on an Operating Lease with a Push and Pull Residual Value at the end of the term per item a period of 36 months and or 60months for Kouga Local Municipality.

5. VALIDITY OF TENDER

Tenders shall remain valid for acceptance for a period of 120 days

6. ACQUAINTANCE WITH TENDER DOCUMENTS

By submission of a tender, the Tenderer will be deemed to have acquainted himself fully with the tender documents, local requirements and the laws prior to pricing and submission of tender.

7. TENDER EXPENSES

The Council will not be responsible for any expense incurred by the tenderer in submitting a tender.

8. UNCONDITIONAL DISCOUNT

The quoted prices can be subject to an unconditional discount. Tenderers must state on the Schedule of Prices the percentage of unconditional discount they are offering.

9. OTHER SUPPLIERS

Should the tenderer after acceptance of his tender for any reason whatsoever not be able to provide or deliver the service to the Municipality within the reasonable specified time, the Municipality reserves the right to obtain goods from any other source or tenderer, in which case the tenderer will be liable for any additional costs incurred in case of a difference in price.

10. SURCHARGE IN RESPECT OF FALSE DISCLOSURE

Should the information submitted by the tenderer with his/her tender for the purpose of being allocated equity preference points, be found, during the currency of the contract, to be false, then the tenderer shall be liable to pay to the Employer the additional costs incurred by the Employer as the result of the Employer awarding the contract to the tenderer on the basis of the information submitted.

The additional cost shall be the difference between the sum tendered by the tenderer and the sum tendered by the tenderer who would have been awarded the tender, had the tenderer not submitted the false information.

12. B-BBEE

Refer to new legislation, circulars and codes regarding B-BBEE. Sworn Affidavit to be submitted in the DTI format.

13. CORRESPONDENCE

An active email address must be provided. All correspondence and request for information with bidder will be sent to this email address as provided on page five (5). If not submitted within the specified timeframe of the request, bid may be declared non-responsive.

14. LOCAL CONTENT

The Guidelines for locally produced goods or locally manufactured goods with the stipulated minimum threshold for local production and content for the designated sector is reflected on the website www.thedti.gov.za and tender document for more information.

If bidder requires an authorisation letter from **The DTI please do so** timeously. The following people can be contacted at The DTI:

Patricia Khumalo: Tel: [012 394 1390](tel:0123941390), email: khumalop@thedti.gov.za
 Jaywant Irkhede: Tel; [012 394 5166](tel:0123945166), email: jirkhede@thedti.gov.za

15. Contract Period

For a period of 36 months and or 60month.

16. Legislation

IN ADDITION TO ALL APPLICABLE LEGISLATION THE SUPPLY CHAIN POLICY APPROVED 01 SEPTEMBER 2021, WILL APPLY TO THIS TENDER.

Signed	Date	Name (block letters)	Capacity in firm

KOUGA LOCAL MUNICIPALITY

NOTICE: 111 OF 2021

**SUPPLY AND DELIVERY OF NEW PLANT AND VEHICLES ON AN OPERATING LEASE
WITH A PUSH AND PULL RESIDUAL VALUE AT THE END OF THE TERM PER ITEM A
PERIOD OF 36 MONTHS AND OR 60 MONTHS FOR KOUGA LOCAL MUNICIPALITY**

PURPOSE OF TENDER

1. THE PURPOSE OF THIS TENDER IS TO:

- 1.1. Appoint a service provider to supply new Plant and Vehicles on an Operating Lease bases for 36 and or 60 months with a push and pull residual value at the end of the term.
- 1.2. To provide a **standard manufacturer service plan** and warranty for Plant and Vehicles (36 / 60 Months) as per manufactures standard service specifications. The service plan should be for the full period (extended service plan). In cases where there is no standard service plan or warranty service provider to source such and include in price.
- 1.3. KLM intends to contract with one or more service provider/s for the procurement, of new Plant and Vehicles. Bidders are therefore required to complete this bid document in respect of providing the goods and services required in this document.
- 1.4. Compulsory bid meeting to be held virtually on the 07 June 2021. A request to attend or join the virtual clarification session **MUST** be sent to tenders@kouga.gov.za and copied to ngouws@kouga.gov.za before **16h00(end of business), the 04 June 2021. Any RSVP or show of interest, received after 16h00 on the 04 June 2021 will not be considered. If you did not RSVP by sending a request to attend or join the virtual clarification meeting before the due date, your bid will not be considered.**

2. REQUIREMENTS AND SCOPE OF WORK

- 2.1. KLM hereby seeks to appoint a service provider/s for the following requirement in terms of Plant and Vehicles;
 - Supply new Plant and Vehicles on an OPERATING LEASE over a 36 month period and or 60 month period with a push and pull residual value at the end of the term.

3. PROVISION OF PLANT AND VEHICLE FOR KLM

- 3.1. KLM requires the services of a suitably qualified and capable service provider to supply Plant and Vehicles on an operating lease over a period of 36 or 60 months. Bidders must note the residual value for each item in the pricing schedule.
- 3.2. Bidders must submit proposals on how it will provide Plant and Vehicles. (delivery periods per vehicle)
- 3.3. Bidders must take note of the Plant and Vehicles specifications as contained in **(Annexure A).**

- 3.4. Prospective bidders with the necessary knowledge, expertise, capacity and experience must submit proposals in line with the following requirements:-
- 3.4.1 Bidders must source suitable pricing that match the approved specification from relevant manufacturers and suppliers in line with the approved specifications **(Annexure A)** for consideration by KLM. The bidder must take into consideration dealer footprint of Vehicles and Plant manufacturers, future value/aftermarket, spare part availability and distribution in KLM areas of jurisdiction.
 - 3.4.2 Bidders must finance the entire Plant and Vehicle procurement and delivery process (including initial licencing and registration of the Vehicles) from its own funding resources.
 - 3.4.3 Bidders must facilitate the fitments of all the required attachments and accessories as well as modifications required to ensure that the Plant and Vehicles are able to fulfil its functional requirements.
 - 3.4.4 Bidders must manage the logistics, value chain for the Plant and Vehicles, including production schedules, licencing and registration, branding, securing the relevant warranties and services plans, as well as the delivery of each Plant and Vehicle. Items excluded from normal service plan, ie. Tyres will be for the cost of KM.
 - 3.4.5 The successful bidder will be required to deliver all ordered Plant and Vehicles within **four months** from date of order. Bidders can indicate a lesser time where it is able to deliver Vehicles and plant before the required date.
 - 3.4.6 KLM will only pay the OPERATING LEASE cost for each Vehicle, on a monthly basis. Normal maintenance will be done as part of the service plan and warranty by the source.
 - 3.4.7 **Vehicles and plant need to be sourced as per stipulated minimum threshold but not necessarily from the Eastern Cape.**
 - 3.4.8 KLM will not guarantee any quantities in respect of the Plant and Vehicles specified in this document. However, in consideration of the commercial viability of the associated business transaction, KLM will endeavour to source all its associated requirements from the successful bidder, except where the contrary is expressly provided for by the parties in the final agreement or in terms of legislation, but only to extent that, the successful bidder is willing and able to fulfil the reasonable requirements of KLM or where KLM is exercising a prerogative to source requirements elsewhere.

Table 1: Plant and Vehicle requirement

Item	Plant/Vehicle	Capacity	Average km/hours per vehicle/plant per month	No Required
1	Double Cab L.D.V' S	1 Ton	2300 km	4
2	Backhoe Loaders	1,00 M ³	178 hrs.	2
3	Refuse Compactors with Duel Bin Loaders and Skip Bin Lifting Meganism's	Compact Body Size 20m ³ - 22m ³	1700 km	4
4	Sewerage Suction Tankers	6000l	1500 km	6
5	Tipper Trucks	10 M ³	2000 km	4
6	Combination High Pressure Water and Vacuum Drain Cleaning Machine Built onto a Double Axle Chassis.	Waste Capacity Of 8000 Litre	2000 km	1
7	4x4 Tractors	Displacement (Capacity cm ³) 3,908m ³ – 3,900 M ³	147 hrs	5
8	2x4 High Rise Light Delivery Vehicle L.W.B	1 Ton	2000 km	20
9	4x4 High Rise L.D.V. Single Cab L.W.B	1 Ton	2000 km	5
10	Landfill Refuse Compactor	26-28 Ton	162 hrs	1
11	Track-Type Tractor	8-9 Ton	162 hrs	1
12	4 Wheel Drive Motor Grader	17.5 Ton	144 hrs	1
13	Vibratory Soil Compactor	14 – 15 Ton	144 hrs	1
14	Flat Deck Truck with Lifting Crane	8 - Ton	2000 km	1
15	Normal Flat Deck Truck	3 Ton	2500 km	4
16	Forklift 4 X 2 Diesel	3.5 Ton	65 hrs	1
17	3 Ton Truck Flat Deck Load Body with Mesh Open Top Cage, Rear Opening Doors	3 Ton	2500 km	2

NB: PLEASE NOTE THAT THE NUMBER OF UNITS REFLECTED IN THE ABOVE TABLE ARE NOT GUARANTEED. THE QUANTITIES INDICATED ABOVE, MAY BE VARIED AT THE SOLE DISCRETION OF KLM, SUBJECT TO THE BUSINESS NEEDS OF KLM.

N.B: BIDDERS MUST MAKE A PROPOSAL ON THE PRICING MODEL FOR NEW VEHICLES INCLUDING POSSIBLE MARKET FLUCTUATIONS, NEW COMPETITORS, PRICE

VOLATILITY, NEW TECHNOLOGY, NEW ENTRANCE TO THE MARKET AND ALL OTHER FACTORS.

4. INSURANCE

Kouga Municipality will use its own service provider to insure all the plant and vehicles tendered for.

5. VMT SERVICES

Kouga Municipality will have GPS units installed in all the plant and vehicles from its own service provider. Vehicles bided for will be monitored by the currently appointed service provider.

6. PROVISION OF LICENSING SERVICES

- Upon delivery vehicles must be registered and licensed and number plates fitted.
- Yearly COF tests and licensing will be done by the Kouga Municipality.

7. GENERAL REQUIREMENTS FOR THE PLANT AND VEHICLES

- Tenderers must indicate on the Technical Data sheet, the type of plant, Vehicle/equipment offered by means of brochures.
- **No branding is necessary.**

8. MONTHLY MEETINGS

KLM and the Service provider will hold regular (at least once a month) meetings.

9. SERVICE STANDARDS AND COMPLIANCE TO SERVICE LEVEL STANDARDS

The OPERATING LEASE will be for a period of 36 or 60 months with a residual value.

The successful bidder will be required to ensure that the solutions proposed in the bid are in line with the industry norms and standards, including but not be limited to the designs and developments in the market.

The Service Provider will be required to adhere to the key deliverables specified in this ToR and/or service specifications. However, higher levels of service other than those specified in the bid may be required in future. The minimum service level is that all Vehicles ordered must be delivered within **4 months** from the date of order.

N.B: THE GENERAL AND SPECIFIC CONDITIONS OF THE BID TOGETHER WITH THE ACCEPTABLE ELEMENTS OF THE ACCEPTED PROPOSAL WILL BE CARRIED OVER INTO THE FINAL CONTRACT WITH THE SUCCESFUL BIDDER.

10. PRICING AND PRICING PRINCIPLES

Bidders must provide costing reflecting the actual cost of goods or services, cost of acquiring the goods and services from third - party providers, the cost of providing the services in-house, as well as any levies and fees payable by bidder to secure the goods and services required by KLM. (Annexure A)

N.B: ANY FAILURE TO COMPLY WITH THIS REQUIREMENT WILL INVALIDATE THE BIDDER'S SUBMISSION OR PROPOSAL FOR NON-RESPONSIVENESS.

*Bidders must provide a complete cost breakdown for supplying, of Plant and Vehicles, with standard service plans as per manufactures specifications. **Annexure A.***

*Include all costs (comprehensive) of supplying new Plant and Vehicle (**Annexure A**) and specify all exclusions related thereto.*

N.B: ANY FAILURE TO COMPLY WITH THIS REQUIREMENT WILL INVALIDATE THE SUBMISSION OF THE BIDDER'S PROPOSAL FOR NON-RESPONSIVENESS.

N.B: BIDDERS MUST COMPLETE THE PRICING SCHEDULES (ATTACHED AS ANNEXURE B, WHEREIN THEY MUST REFLECT THE RESPECTIVE COST ITEMS IN RESPECT OF EACH PLANT AND VEHICLE, RESIDUAL VALUE AND ALSO THE MINIMUM INFORMATION REQUIRED FOR EACH PRICING SCHEDULE. BIDDERS MUST NOT UNDER ANY CIRCUMSTANCES ADD OR DELETE COLUMNS IN THE PRICING SCHEDULE.

N.B: ALL QUOTED PRICES MUST ACCOUNT FOR VALUE ADDED TAX (VAT), WHERE APPLICABLE. THE VAT MUST ALSO BE DECLARED IN A SEPARATE COLUMN IN THE PRICING SCHEDULE.

Responsive proposals will be tested for affordability, value for money, and optimal risk transfer based on KLM's best assessments of the key cost drivers and the quoted rates.

N.B: BIDDERS MUST ENSURE THAT THEIR COSTING MODELS ARE ACCURATE IN RELATION TO THE COMPONENTS OF THEIR BID.

PRICING

Any form of levy or charge such as VAT, customs duty, excise duty and import surcharge must be included in the tender price (s).

The bidder warrants that the prices offered are the best prices, and the bidder does not render a similar services for a lower price elsewhere

All price(s) quoted must be all-inclusive.

Finance the entire Vehicle and Plant procurement, delivery and on road cost. (including initial licencing and registration of the Vehicles) from its own funding resources, and only invoice KLM for the monthly hire purchase of the Vehicle.

To manage the logistics, value chain for Vehicle purchases, including production schedules, licencing and registration, securing the relevant warranties and service plans, as well as the delivery of each Vehicle to KLM.

EXPECTATION OF THE CONTRACT

It is the intention of KLM to ensure that this contract is administered under strict operating procedures, taking into account industry best practices.

TABLE OF RETURNABLE DOCUMENTS TO BE USED IN THE EVALUATION PROCESS:
Returnable Documentation

Other Returnable Documentation	Submitted (YES or NO)
a) Company profile	
b) Schedule of Tenderer`s experience	
c) Registration as financial services provider (if registered)	
d) List of at least 5 contactable references of projects concluded of similar nature and value over the last 5 years	
e) Brochure of each item with specifications	

SPECIAL CONDITIONS

All vehicles and equipment operating on public roads must comply with the provision of the National Road Traffic Act (93 of 1996) and where applicable the following certificates must be submitted in respect of suppliers of specialized vehicles and equipment.

Certificates	Submitted (YES or NO)
Retail Motor Industry (RMI) Organisation (All vehicles inclusive of specialized)	
Department Of Transport As A Body Builder	
(SAVABA) South African Vehicle And Body Builders Association	

FUNCTIONALITY CRITERIA

The following criteria will be applicable and the maximum weights of each criterion will be as indicated in the document.

	Criteria	Points	Weight	Individual Score	Comments
TOTAL POINTS			85		
Company Track Record			60		
Number of relevant or similar project	Five similar successfully completed projects	20			

undertaken last 5 years.	Less than five but more than two similar projects	10			
	Two or less similar projects	5			
Value of similar/relevant projects undertaken	Similar projects with value in excess of R20m	20			
	Similar projects with value of less than R20m but more than R10m	10			
	Less than R10m	5			
Contract/Project manager experience	Minimum five year experience in fleet management	20			
	Less than five year experience but more than two in fleet management	10			
	Less than two years	5			
Locality			25		
Company office	Within a radius of 200 km of Kouga Municipal area	10	10		
	Within 120 km radius of Kouga Municipal area	5			
	Outside 120 km from Kouga Municipal area	1			
Service/Maintenance workshop	Within a radius of 200 km of Kouga Municipal area	15	15		
	Within 120 km radius of Kouga Municipal area	10			
	Outside 120 km from Kouga Municipal area	5			

THE MINIMUM REQUIRED THRESHOLD/SCORE FOR FUNCTIONALITY IS 70%

NB: In accordance with the above requirements all suppliers are required to submit proof/ evidence of the portfolio for functionality separately and it must be clearly marked as evidence portfolio. Anything not indexed properly or submitted as part of the portfolio will not be considered.

Schedule of the Tenderer's Experience

The following is a statement of similar work successfully executed by myself / ourselves within the past 5 years to organ of state and or other companies:

Organ of state/Company contact person and telephone number.	Description of contract	Value of work inclusive of VAT (Rand)	Date completed

Signed

Date

Name

Position

Tenderer

Annexure A.

1. SUPPLY AND DELIVERY OF NEW DOUBLE CAB L.D. V's

- Tenderers to indicate in column below by marking yes or no for meeting the requirements; if yes tenderers need to supply proof by means of supporting documentation. (Brochure)

SPECIFICATIONS	REQUIRED	YES	NO
Fuel Type	Diesel		
Displacement	2.4 - 2.8		
Maximum Torque (Nm @200rpm)	300 - 450		
Drive train	2 - WD		
Maximum Power (Kw @ 3600 rpm)	90 – 130 KWA		
Fuel Consumption Combined	Min. 8.8		
Co 2 Emissions (g/km)	223		
Body type	Double Cab		
Number of seats	5		
Number of doors	4		
Gross Vehicle Mass (kg)	2500 – 2900 kg		
Tare Mass (kg)	1725 – 1800 kg		
Load capacity(kg)	900 – 1100 kg		
Ground clearance (mm)	230 – 250 mm		
Load box length (mm)	1425 – 1500 mm		
Load box with (mm)	1390 – 1400 mm		
Load box depth (mm)	435 – 500 mm		
Fuel tank capacity (liters)	70 – 80 liters		
Overall length (mm)	5000 – 6000 mm		
Overall Width (mm)	1800 – 1900 mm		
Overall height (mm)	1700 – 1800 mm		
Wheelbase (mm)	2950 – 3000 mm		
Maximum towing capacity: unbraked kg	700 – 800 kg		
Maximum towing capacity: trailer with brake (kg)	1400 – 3500 kg		
Kerb to kerb (diameter)	11 – 12 m		
Transmission Manual	5 – 6 Speed		
Tyre size	245/70/16 – 265/65/18		
Rim type	Alloy mags		
Air bags	Driver and passenger		
Seat belts	Front & rear seats		
Steering type	Power steering		
Braking type	Anti - locking (ABS)		
Chassis Type	Ladder Frame Chassis		
Safety feature	Side door intrusion bars		
Floor cover	Carpet		
Seat material	Cloth		
SPECIFICATIONS	REQUIRED	YES	NO
Interior cooling type	Aircon		

Locking type	Remote Central locking		
Rear window type	Sliding		
Service intervals	15 000 km		
Radio	Factory fitted		
Colour	White		
Rear axle	Limited slip diff		
Safety device cab protector	Factory fitted roll bar.		
Side steps	Factory fitted		
Fog lights	Factory fitted		
Tow bar	Factory fitted		
Canopy half door fitted to vehicle.	Fitted to vehicle		

2. SUPPLY AND DELIVERY OF NEW BACKHOE LOADERS

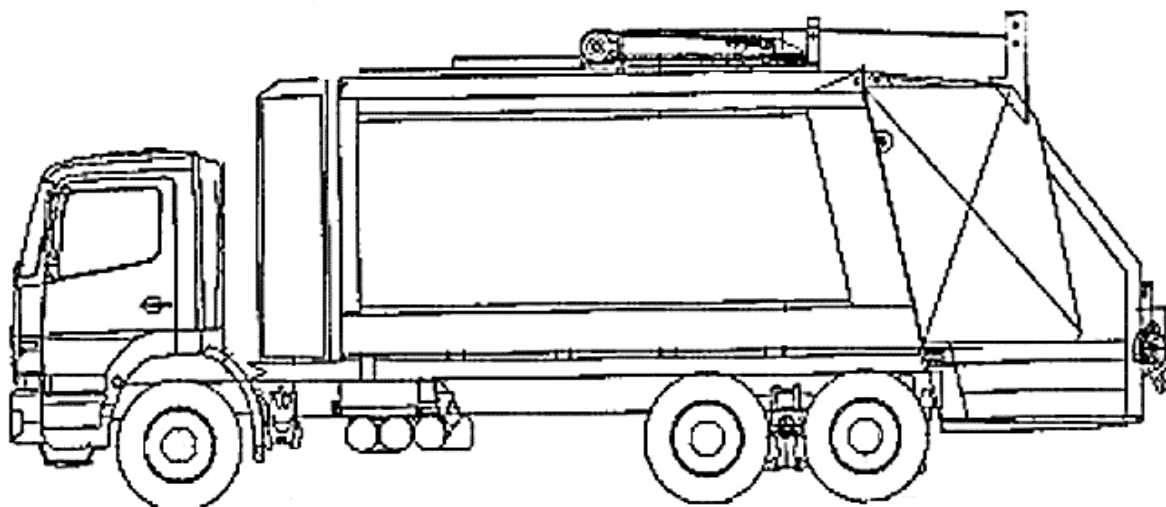
Tenderers to indicate in column below by marking yes or no for meeting the requirements; if yes tenderers need to supply proof by means of supporting documentation.
(BROCHURE)

SPECIFICATIONS	REQUIRED	YES	NO
Net Peak Power (Standard) - 2000 rpm - Gross - ISO 9249	70 KW – 80 KW		
Net Torque Rise	38% - 40%		
Net Peak Torque - 1,400 rpm	392 Nm - 394.0 N·m		
Displacement	4.3L - 4.6L		
Air Cleaner	Dual – stage dry type with safety element		
Lubrication	Pressure system with spin - on filter cooler		
OPERATING WEIGHTS 4WD with standard equipment	8030kg- 8770kg		
HYDRAULIC SYSTEM Pump Type:	Open centre, gear type with tandem with unloader.		
Backhoe	132 L/min – 136 L/min		
Loader	105 L/pm – 132 L/pm		
TRANSMISSION	Full Powershift 5 speed transmission with hydraulic reverser standard, electric clutch cut off on loader lever. Torque Converter: Single stage dual face with 2.631: 1 stall ratio, 280 mm.		
VEHICLE SPEEDS Power Shuttle Transmission - Forward 1st	5.5 km/h – 5.8 km/h		
Power Shuttle Transmission - Forward 2nd	9.0 km/h – 10.6km/h		
Power Shuttle Transmission - Forward 3rd	20.7 km/h – 21.4 km/h		
Power Shuttle Transmission - Forward 4th	35 km/h – 40 km/h		
Power Shuttle Transmission – Forward 5 th	35.2 km/h – 40.0 km/h		
Power Shuttle Transmission - Reverse 1st	5.5 km/h – 7.3 km/h		
Power Shuttle Transmission - Reverse 2nd	9.0 km/h – 13.3 km/h		
Power Shuttle Transmission - Reverse 3rd	20.7 km/h – 21.2 km/h		

<u>SERVICE REFILL CAPACITIES</u>			
Cooling System	Fan type: Electronically ling fan. 21 L – 22 L		
Fuel Tank	140 L – 170 L		
Engine Oil - With Filter	8 L – 14 L		
Transmission Plus torque Converter - 4WD	14.0 L – 16 L		
Rear Axle	14 L – 20 L		
Front Axle (4WD)	6 L – 12.0 L		
Front Axle (4WD) - Planetaries	0.5 L – 1 L		
Hydraulic System	100 L – 110 L		
Hydraulic Reservoir	40.0 L – 50 L		
<u>AXLES - (4WD)</u>			
Front Axle	Automatic limited slip traction control.		
Rear Axle	Heavy – duty rear axle with inboard brakes		
<u>AXLE RATINGS</u>			
Front Axle (4WD) - Static	22500 kg – 24000 kg		
Front Axle (4WD) - Dynamic	8 200 kg - 9200 kg		
Rear Axle - Static	19 000 kg – 26 000 kg		
Rear Axle - Dynamic	7500 kg – 10 500 kg		
<u>STEERING</u>			
Type	MFWD (ISO 5010)		
Power Steering	Hydrostatic and emergency steering.		
Turning Circle: Bucket clearance circle	10.5 m – 11.5 m		
<u>BRAKES</u>			
Service brakes	To meet (SAE J 1473, ISO 3450) requirements.		
	Completely enclosed power assisted hydraulic wet disc with self-adjusting and self – equalizing rear brakes.		
Park brake	Spring- applied, hydraulically released, wet Multi disc, independent of service brakes with electric switch control.		
<u>MACHINE DIMENSIONS</u>			
Overall Length – (Transport)	5250 mm - 5730 mm		
Overall Width - Excluding Loader Bucket	2260 mm – 2430 mm		
Height - Top of Cab/Canopy	2840 mm - 2869.0 mm		

Transport Height	3630 mm – 3800 mm		
LOADER BUCKET DIMENSIONS AND PERFORMANCE			
Capacity	0.96 m ³ - 1,00 m ³		
Width	2262.0 mm – 2 400 mm		
Lift Capacity at Maximum Height	2834 kg - 3475.0 kg		
Breakout Force	43.2 kn - 54.0 kn		
Maximum Hinge Pin Height	3447.0 mm – 3450.0 mm		
Dump Angle at Full Height	45° - 46°		
Dump Height at maximum clearance	2,650.0 mm - 2764.0 mm		
Reach @ full height (Bucket @ 45°)	680 mm – 737 mm		
Maximum Bucket Rollback at Ground Level	39° - 40°		
Digging Depth (SAE maximum)	150 mm – 200 mm		
Height to bucket hinge pin (maximum)	3400 mm - 4368.0 mm		
Bucket Weight	552 kg - 611.0 kg		
BACKHOE DIMENSIONS AND PERFORMANCE			
Digging Depth - SAE Maximum	4110.0 mm - 4220.0 mm		
Digging Depth - 2440 mm Flat Bottom	3740.0 mm - 3770 mm		
Digging Depth - 610 mm Flat Bottom	4090.0 mm – 4130mm		
Reach from Centre of Swing Pivot	5440 mm - 5609.0 mm		
Loading Height	3500 mm - 4040 mm		
Swing Arc	180°		
DIGGING FORCE			
Bucket Cylinder	55 kn – 58 kn		
Stick Cylinder	35 kn – 37 kn		
Boom style required	Excavator style		
Service interval	500 hours		
Key less	touchpad pass code		
Diff lock	Rear axle		

3. SUPPLY AND DELIVERY OF NEW REFUSE COMPACTORS WITH DUEL BIN LOADERS AND SKIP BIN LIFTING MEGANISMs.



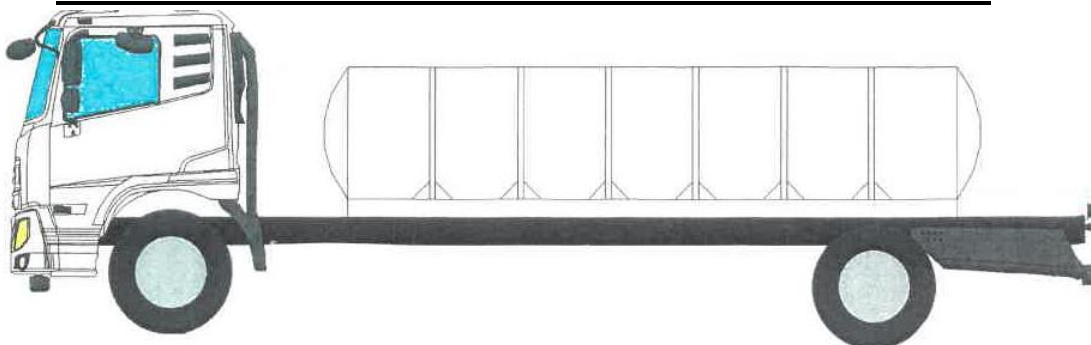
- Tenderers to indicate in column below by marking yes or no for meeting the requirements; if yes tenderers need to supply proof by means of supporting documentation. (Brochure)

SPECIFICATIONS	REQUIRED	YES	NO
6X4 CHASSIS			
Tare – total (T) *	kg 7 880 – 8 000		
Tare Frt / Rr kg	4020 / 3860		
GVM kg	28 500 – 30 000		
V kg	25 700 - 30 000		
GCM kg	28 500 – 30 000		
D/T kg	28 500 – 30 000		
Axle – front GA/GAU kg	8 000 – 8 500		
Axle – front A/AU kg	7 700 – 8 000		
Axle – rear GA/GAU kg	23 000 – 23 500		
Axle – rear A/AU kg	18 000 – 18 500		
Gradeability at V %	31.7 - 32		
Gradeability at D/T %	28.2 - 30		
Max. geared road speed	km/h 80 - 100		
ROH – Centre of bogie/rear axle to end of	frame 261-270 mm		
Overall length	9 375 – 9500 mm		
Overall width	2 500 – 3000 mm		
Wheelbase	5 285 - 6000 mm		
CA – cab to bogie/rear axle	4 500 – 4600 mm		
ENGINE			
Capacity	cm3 7 698		
Cylinder Layout	In line six cylinder		
Type Turbo	Intercooled (Unit Injectors)		
Power at r/min	kW 243 @ 2 200		
Torque at r/min	Nm 1 200 @ 1 200 – 1 600		

SPECIFICATIONS	REQUIRED	YES	NO
Radiator Cover	Seed Screen and lower (Dust Protection)		
Suspension			
Front	Parabolic Springs		
Rear	Multi leaf Spring		
Shock absorbers	Standard (Front)		
Stabilisers	Standard (Front)		
Steering Type			
Steering	Operation Power Assisted		
Transmission			
Automatic transmission Prepared for PTO fitment	(Allison or equivalent)		
Shift	Fully Automatic		
No. of gears forward 6			
PTO Type	Fail safe		
Safe stop	(OEM build preferred)		
Automatic PTO rev up	Compulsory		
Reduction type	Single Reduction Tandem		
Final ratio	6.17		
Brakes			
Brake System	Full Air type		
Front	S – Cam Drum Brake		
Rear	S-cam Drum Brake		
Electronic brake system	ABS		
Park/emergency system	Spring brakes-front and rear		
Exhaust brake	Standard		
Engine brake Without Retarder	Standard		
Fuel			
Tank capacity	300 - 350L RH Side Mounted		
Tires			
Size – front	315/80R22.5		
Size – rear	315/80R22.5		
CAB			
Type	Standard roof single sleeper		
Cab suspension	Mechanical suspension		
Seat Belts	Standard – ELR with Reminder (Lap Belt with Centre Seat)		
Seats	Fully adjustable air suspension with arm rest (Driver), Fixed passenger		

SPECIFICATIONS	REQUIRED	YES	NO
Air conditioning	Standard		
Radio/USB	Standard		
On-board computer	Multi Display function		
REL COMPACTOR LOAD BODY			
Bin lifters	Lower Dual		
Overhead winch for skips	6 to 10 tons		
Bin lift counter	(Integrated with Vehicle Management System)		
Tailgate Buzzer	While Opening or Closing		
Tailgate side crew steps	300 mm wide and made of diamond grip strut		
Auto tailgate lock	Compulsory		
Hopper Floor Volume	Min 2.5 m ³		
Compact Body Size	20 m ³ - 22 m ³		
Grab Handles	Each side of the tailgate		
Minimum packing cycle	28 seconds		
Minimum reload Time	8 seconds		
Auto rev-up of the PTO once hydraulic system is in operation (No manual throttle switch)	Compulsory		
Hydraulic system operating pressure	2500PSI		
Total payload	11 000 kg to 13 000kg		
Ejector Siren	If not extracted after off- loading took place		
After 6 bins (240L)	Bin lifters de-activate and sweeper blade activates to clear hopper floor (Manually).		
Ejector blade sensors	Ejector blade sensors/stoppers to eliminate over compacting.		
Operating controls or levers	All operating controls or levers to be on the left side of the tailgate (Not on the road – side)		
LED working	Two LED working lights at the rear of hopper.		
Light protection	Tail – light protection – metal covers		
Batteries locker	Batteries Anti – theft lockable locker.		
Fuel cab	Fuel cap chain & Anti-siphoning device.		
Reverse sensors	Reverse distance sensors with rear view camera.		
Branding	Complete branding of the compacting unit – according to customer specification specs.		
Bull bar	Fitment of standard chrome bull bar in front vehicle.		

4. SUPPLY AND DELIVER OF 6000L SEWERAGE SUCTION TANKERS



Tenderers to indicate in column below by marking yes or no for meeting the requirements; if yes tenderers need to supply proof by means of supporting documentation.

SPECIFICATIONS	REQUIRED	YES	NO
CAB CHASSIS SPECIFICATIONS			
TOTAL MASS			
Tare – total (T)	5 410 kg – 5 500 kg		
Tare Front / Rear	3 200 / 2 210 kg		
GVM	16 000 kg		
GCM	24 500 kg		
Axle – front GA/GAU	6 500 kg		
Axle – front A/AU	6 500 kg		
Axle – rear GA/GAU	11 000 kg		
PERFORMANCE			
Gradeability	45.7%		
Gradeability at D/T	26.9%		
Max. geared road speed	120 km/h		
MAJOR DIMENSIONS			
Overall length	9300 mm-9400 mm		
Overall width	2400 mm-2500 mm		
Wheelbase	5500 mm-5600 mm		
CA – cab to rear axle	4750 mm-5000 mm		
ROH – Centre of rear axle to end of frame	2545 mm-2600 mm		
Turning radius (curb to curb) mm 9 775	9775 mm-9800 mm		
ENGINE			
Capacity	7 700 cm ³		
Cylinder Layout	In line six cylinder		
Type Turbo	Intercooled		
Power at 2 200 r/min	184 kW		
Torque at 1 100 – 1 700 r/min	950 Nm		
Emissions	Standard EUR III		
TRANSMISSION			
Fully Automatic no semi-automatic	Factory fitted		
No. of gears	6 Forward		
Transmission	PTO Fitted		
CLUTCH			
Torque converter	TC 418 (1.98:1)		
DRIVE AXLE			

Reduction type	Standard		
Final ratio	5.57		
SPECIFICATIONS	REQUIRED	YES	NO
SUSPENSION			
Front	Parabolic Springs		
Rear	Multi leaf Spring		
Shock absorbers	Standard – (Double Acting Front & Rear)		
Stabilisers Front	Standard		
STEERING			
Operation	Power Assisted		
Steering Wheel	Tilt & Telescopic Standard		
BRAKES			
System type	Full Air		
Front	S-cam Drum Brake		
Rear	S-cam Drum Brake		
Electronic brake system	ABS with EBD		
Exhaust brake	Standard		
FUEL TANK CAPACITY			
Fuel tank capacity	180-200 litres		
TYRES SIZES			
Size – front	295/80R22.5		
Size – rear	295/80R22.5		
CAB SPECIFICATIONS			
Type	Sleeper Cab		
No. of seats	3 (Includes Centre Seat)		
Seat Belts Standard -	ELR with Reminder (Lap Belt with Centre Seat)		
Seats type	Fully adjustable, with Fire Retardant Material		
Air conditioning	Standard		
Radio/USB	Standard		
On-board computer	Multi-Function Display & In Vehicle Diagnostics		
Tilt cab Yes -	42 – 45°		
Rear View Mirrors	6 Total (Front 1, LHS 3, RHS 2)		
6000 LT VACUUM TANK SPECIFICATIONS			
Tank Shape	No oval, hexagon tanks will be accepted. Continuous rolled circular tank will only be accepted.		
Tanks sides	To be constructed of 4.5 mm 3CR12 plates.		
Tank ends	To be constructed of 6 mm 3CR12 plates.		
Inspection lid	480 mm Airtight lid.		
Discharge valve	Wheel Gate valve 150 mm		
Discharge hose	150mm Parrot Hose		
Vacuum pump	Broom B35 vacuum exhaust (vacuum pump)		
Inlet	100 mm Ball valve with Parrot		
Overspill ball valve	Stainless Steel		

Relief valve	To be set at 60kpa (0-100kpa Gauge)		
Rear wheel Mudguards	To be constructed of 4.5 mm 3CR12 plates		
Mud flaps rear wheels	Heavy duty rubber SABS approved mud flaps.		
Rear Bumper	Under run bumper		
SABS Reflective tape	According to traffic specifications		
SPECIFICATIONS	REQUIRED	YES	NO
Hydraulic tank	60 L Steel pressed with level gauge and filling cab.		
Hydraulic oil	46 Grade		
Type of hydraulic pump.	Hydraulic piston pump driven by PTO.		
Suction hose	6 Meter hose suction with couplings.		
Reinforcing on inside of tank	Three loops with two baffle plates on the joints.		
Tank mounts on chassis	Spring mounts angled to rear		
Paint	Two layers of under coat and two layers of white pain.		
LED Beacon Lights	Amber LED Beacon Lights Two rear on top of tank and two on the front on top of cab permanently fitted.		
LED working lights	Two LED working lights at the rear of tank.		
Light protection	Tail - light protection – metal covers.		
Batteries	Batteries Anti - theft lockable locker.		
Fuel cap	Fuel cap chain & Anti-siphoning device.		
Reverse buzzer	Compulsory		
Complete branding	Kouga Municipality Logo on doors and Sewerage decals.		
Bull bar	Fitment of standard chrome bull bar in front vehicle.		

5. SUPPLY AND DELIVERY OF 10 M3 TIPPER TRUCKS.



Tenderers to indicate in column below by marking yes or no for meeting the requirements; if yes tenderers need to supply proof by means of supporting documentation.

SPECIFICATIONS		REQUIRED	YES	NO
6X4 CAB CHASSIS				
Axle layout		6 x 4 Compulsory		
Mass				
Permissible Body + Payload	kg	17,295 -17,820		
Tare total	kg	8,405 - 7880		
GVM	kg	31,000 – 26,000		
V	kg	25,700 – 25,700		
GCM	kg	45,000 – 44,000		
D/T	kg	45,000 – 44,000		
Axle – front GA/GAU	kg	8000 - 8100		
Axle – front A/AU	kg	7600 - 7800		
Axle – rear GA/GAU	kg	21,000 – 23,000		
Axle – rear A/AU	kg	17,000- 18,000		
PERFORMANCE				
Gradeability at V		82. 7 - 90		
Gradeability at D/T		38 – 38.3		
Maximum geared speed		100 – 110		
MAJOR DIMENSIONS				
Overall length mm		7210 - 7480		
Overall width mm		2450 - 2600		
Wheelbase mm		3800 - 4085		
CA – cab to boogie / rear axle		3440 - 3450		
Chassis width rear		771 - 850		
Turning circle – curb to curb radius		7900 - 8100		
ENGINE				
Engine capacity cm3		7,700 – 10,840		
Cylinder layout		Inline 6 cylinder		
Type		Turbo inter cooled		
Power @ r/min kw		259.0@2,400 – 278.0@1,900		
TRANSMISSION				
Make		Fully automatic		
No. of gears forward		6		
First gear ratio		4.700 – 15, 860		
Top gear ratio		0.670 – 1.000		

SPECIFICATIONS	REQUIRED	YES	NO
DRIVE AXLE			
Reduction type	Single		
Final Ratio	6.170 – 3.400		
SUSPENSION			
Front	Parabolic springs		
Rear	Multi leaf springs/Parabolic springs		
STEERING			
Operation	Power		
BRAKES			
System type	Full Air or dual circuit		
Front	Drums or Discs		
Rear	Drums or Discs		
LOAD BIN			
Capacity	10 cubic meters		
Paint	Two layers of under coat and two layers of white pain.		
SABS Reflective tape	According to traffic specifications		
LED Beacon Lights	Amber LED Beacon Lights Two rear on top of tank and two on the front on top of cab permanently fitted.		
LED working lights	Two LED working lights at the rear of tank.		
Light protection	Tail - light protection – metal covers.		
Batteries	Batteries Anti - theft lockable locker.		
Fuel cap	Fuel cap chain & Anti-siphoning device.		
Reverse buzzer	Compulsory		
Complete branding	Kouga Municipality Logo on doors and Sewerage decals.		
Bull bar	Fitment of standard chrome bull bar in front vehicle.		

6. SUPPLY AND DELIVERY SPECIFICATION FOR A COMBINATION HIGH PRESSURE WATER AND VACUUM DRAIN CLEANING MACHINE BUILT ONTO A DOUBLE AXLE CHASSIS.

Tenderers to indicate in column below by marking yes or no for meeting the requirements; if yes tenderers need to supply proof by means of supporting documentation.

SPECIFICATIONS		REQUIRED	YES	NO
6X4 CAB CHASSIS				
Axle layout		6 x 4 Compulsory		
Mass				
Permissible Body + Payload	kg	17,295 -17,820		
Tare total	kg	8,405 - 7880		
GVM	kg	31,000 – 26,000		
V	kg	25,700 – 25,700		
GCM	kg	45,000 – 44,000		
D/T	kg	45,000 – 44,000		
Axle – front GA/GAU	kg	8000 - 8100		
Axle – front A/AU	kg	7600 - 7800		
Axle – rear GA/GAU	kg	21,000 – 23,000		
Axle – rear A/AU	kg	17,000- 18,000		
PERFORMANCE				
Gradeability at V		77.4 - 90		
Gradeability at D/T		35 – 38.3		
Maximum geared speed		100 – 110		
MAJOR DIMENSIONS				
Overall length mm		9210 - 9480		
Overall width mm		2450 - 2600		
Wheelbase mm		4,643 - 5800		
CA – cab to boogie / rear axle		4,643 – 5,345		
Chassis width rear		771 - 850		
Turning circle – curb to curb radius		9100 – 10,45		
ENGINE				
Engine capacity cm3		7,790-10,837		
Cylinder layout		Inline 6 cylinder		
Type		Turbo inter cooled		
Power @ r/min kw		330.0@1.900 –278.0@2,400		
TRANSMISSION				
Make		Fully automatic		
No. of gears forward		12		
First gear ratio		11.729 – 15, 860		
Top gear ratio		0.670 – 1.000		
DRIVE AXLE				
Reduction type		Single		
Final Ratio		4.630 – 3.400		
SUSPENSION				
Front		Parabolic springs		
Rear		Multi leaf springs/Parabolic springs		
STEERING				
Operation		Power		
BRAKES				
System type		Full Air or dual circuit		
Front		Drums or Discs		
Rear		Drums or Discs		

GENERAL

This specification is for a combination high pressure water jetting and high air flow vacuum machine for the cleaning of drains and affiliated tasks. This specification is a guide to build a machine intended for this application and the machine will be fully functional and operational on delivery. The unit must be built operational friendly, easy to operate and easy to repair with as many parts as possible off the shelf in South Africa.

Tenderers to indicate in column below by marking yes or no for meeting the requirements; if yes tenderers need to supply proof by means of supporting documentation

SPECIFICATION FOR A COMBINATION HIGH PRESSURE WATER AND VACUUM DRAIN CLEANING MACHINE	YES	NO
TANK UNIT		
The tank must be made from 3CR12 Stainless Steel or similar.		
It must be a bell type tank with the inner vacuum area having a waste capacity of about 8000 litre and the outer shell having a capacity of about 7000 litres of fresh water.		
The waste tank must be 4.5mm thick with 6mm ends and the outer freshwater tank will have a wall thickness of 3mm.		
Baffles must be fitted in the water tanks not only to prevent water surge, but to also increase the strength of both tanks.		
The water tank must have a drainage / inspection sump. The tank must have a drain valve to discharge all excess water quickly and efficiently.		
The waste tank must have a strainer section with all relevant valves to separate sludge from water so that the excess water can be discharged and only the sludge and debris stays behind for disposal when the tank is full.		
It must also have a 150mm dump valve for total discharge of the tank mounted as low as possible.		
The unit must tip up to 40° to tip the debris from the waste tank, which must be completely hollow to allow for complete discharge.		
The rear door must be hinged and must be capable of fully opening hydraulically to accommodate this.		
The tank must have a hydraulic locking device for the sealing of the rear door which must be water-tight and have an easily replaceable sealing device.		
The vacuum tank will be able to handle full vacuum up to -0.91 Bar.		
The water, vacuum tanks and cyclones or a similar separation system must have sight glasses fitted in strategic places that can be removed easily for cleaning.		
The water inlet must be a male Hydrant coupling attached to a 75mm ball valve and supply inlet with a in line primary pre-tank water filter with a vacuum/pressure breaker.		
A 19mm tap must be fitted in a strategic place for the washing of hands.		
HIGH PRESSURE, VACUUM AND HYDRAULIC PUMP POWER SOURCE		
The vacuum and high pressure and pumps must be driven from an automatic clutched PTO capable of delivering at least 20% more kilowatt than the systems attached to it is rated for at maximum continues operation.		
Either the water or vacuum systems must be able to be engaged and/or disengaged at full revs without interference to either system.		
The hydraulic system must also be PTO driven and operated independently.		
The control devise for these systems must be mounted at the rear of the machine in the control panel.		
HIGH PRESSURE PUMP		
The high-pressure water pump must be capable of about 250 litres per minute at a constant pressure of about 120 bar with an input speed of either 1500 RPM.		

It must be fitted as per manufacturer's specifications in an easily accessible place with all relevant safety features i.e. regulator, secondary filtration, tank returns.		
JETTING SYSTEM AND HOSE REEL		
Clean water from the H.P. pump must be fed to an easily accessible swivel (90 degrees) rear mounted hydraulically operated hose reel.		
The hose reel must be fitted with a grease lubricated rotary joint and operate hydraulically in both directions.		
The speed of the hose reel must be controlled via a constant torque bi-direction control valve. The hose reel must be capable of holding 180 meters of 25mm light weight thermoplastic sewer hose and be supplied with 120m.		
The hose reel must have a locking device for the hose reel and the mounting mechanism for when in transit.		
VACUUM SYSTEM		
The high air flow blower must have a minimum of a 150mm ports and move about 800 litres of free air per second.		
It must be fitted as per manufacturer's specifications and in an easily accessible place with all adequate relevant safety features i.e. vacuum breakers, primary and secondary filtration, exhaust/silencer etc.		
It must be driven from the automatic clutched PTO to obtain maximum RPM and will be capable of 100% duty at -50kPa.		
The system must be protected as per the manufactures specification and for the specific application.		
An easily removable, 3mm woven stainless steel wire strainer inside the tank with a volume of about 300 litres.		
A primary and a secondary cyclone with sight glasses with automatic draining at the rear of the truck when the rear door is opened when dumping.		
A pneumatically operated shut off valve that: • Isolates the tank from the vacuum system and opens and closes automatically when the PTO for vacuum is activated. • With an electronic sensor mounted in the vacuum tank which shuts the same valve as above when the volume of the truck reaches 90%. • And automatically disengages the automatically clutched PTO.		
Adequate Relief Valves set to -60kPa.		
Exhaust silencer to reduce noise.		
The suction hose between the vacuum pump and tank must be adjustable and self-locating when tank is lowered.		
GULLEY/SUCTION ARM		
A top mounted 220 degrees rotation 150mm diameter gulley arm must be fitted.		
It must be attached to the vacuum tank via a 200mm diameter grease lubricated ball bearing swivel joint.		
The controls of the arm must be mounted in the control panel.		
The hydraulic control valve must be variable speed to allow for full power fine setting for the lifting or lowering of the suction hose.		
HOSING		
The unit must be supplied with 6"- 4" reducer, 2 x 3m, and 2 x 2m of 100mm rubber suction hoses fitted with male / female Perrot.		

CONTROL PANEL		
All controls for the operation and of the workings of the machine must be fitted to an illuminated, lockable, water resistant control panel that is attached and moves with the hose reel.		
The intention is for all controls in the control panel to be electrical switches that will activate the necessary function and servos either pneumatic or hydraulic and all actions will be fully adjustable and at variable speeds for the operation of the machine.		
All servos and valves to be mounted in a safe and easily accessible place for ease of maintenance.		
All electrical devices must be splash resistant.		
The unit must also have the following minimum fitted: 1. Emergency stop 2. Water pressure gauge 3. Vacuum gauge 4. Hydraulic pressure gauge 5. Engage/disengage water pump 6. Engage/disengage vacuum pump 7. Boom up and down 8. Water to reel on/off 9. Rotary warning switch 10. A watertight Hella plug for a remote spot - light 11. Lever throttle control to main engine 12. Low level water Claxton that sounds when the water reaches about 1000 litres with a relay to switch off after 30 seconds and automatically resets itself when tank is refilled. 13. A low level cut out devise that disengages the HP pump when the water in the tank reaches about 100 litres and automatically resets itself. All functions will be clearly marked.		
DISCHARGE		
Debris tank discharge will be via the rear hydraulically opened door and the tank will be lifted with hydraulic rams to a minimum discharge angle of 40 degrees. This operation will be via hydraulic control servos mounted in a practical position.		
STAIRWAY		
A stairway that leads to the top of the tank and cyclones must be fitted.		
SUB FRAME		
The unit will also have the following features mounted in, at or on appropriate places: 1. Open hose trays on the right-hand side tank about 500mm wide x 200mm deep and the full length of the truck. The same size hose tray on the left side of the truck with separate lockable lids and compartments for smaller tools in the following configuration: • Large toolbox for spades, picks, water metre etc. • Medium toolbox for rain suits etc. • Small toolbox for nozzles etc at rear of machine. 2. Working 150mm good quality vice mounted at rear.		
ROAD ORDINANCE		
The unit must be built to Natis and road ordinance specification and fully registered in terms with this regulation.		
Amber LED Beacon Lights Two on top of cab permanently fitted.		
Taillight and indicators protection – heavy duty metal covers.		
Batteries Anti - theft lockable locker and Reverse buzzer to be installed.		
Fuel cap chain & Anti-siphoning device.		

Complete branding of the vehicle – Kouga Municipality Logo and sewerage on doors.		
Fitment of standard heavy-duty chrome bull bar in front vehicle.		
Amber LED Beacon Lights Two on top of cab permanently fitted.		
Mudguards to be made for middle and rear axles according to road traffic regulations.		
Led amber lights must be fitted, one on either side of the tank.		
Led work lights to be fitted left, right and rear of vehicle.		

GAURANTEE

The unit excluding the paint work must be guaranteed for a period of at least 12 months, fair wear and tear excluded. All major components must carry the supplier's warranty.

EXPERIENCE AND INSPECTION

- Verifiable proof must be supplied with the tender of the capability of the bidder to undertake this type of project and the ability to build this type of equipment.
- The preferred bidders will be inspected.

DELIVERY AND COMMISIONING

- Delivery, commissioning, and training must be given upon delivery of vehicle. The training course must be comprehensive and include theory as well as practical training for the correct operation and daily maintenance of the machine and certificates must be supplied. Operational, working, and safe working procedure manuals must be supplied with the unit.

NOZZLES

The unit must be supplied with the following machine matched imported Ceramic Insert Nozzles:

1. Retro jet – General purpose.
2. Grenade Bomb – Removal of sand and heavy debris.
3. Pointed – Breaking of blockages.

PAINTWORK AND FINISH

Prior to painting the unit must be stripped down and sandblasted to SA 2.5 (marine spec).

It must then be primed with an acid-etch primer followed by two layers of twin-pack over-coat of a colour of our choice.

7. SUPPLY AND DELIVERY SPECIFICATION OF 4x4 TRACTORS

Tenderers to indicate in column below by marking yes or no for meeting the requirements; if yes tenderers need to supply proof by means of supporting documentation.

SPECIFICATIONS	REQUIRED	YES	NO
4X4 TRACTOR			
ENGINE SPECIFICATIONS			
Number of cylinders	4 cylinder turbo charged		
Displacement (capacity cm3)	3,908 – 3,900		
Power (KW/HP) @ 2500 rpm	55/75 – 60/80		
Max. torque (Nm@ rpm)	242 Nm @ 1,500 rpm		
Fuel tank capacity	62 – 70 L		
TRANSMISSION			
Transmission clutch	Mechanical		
Total number of gears	8 -10 forward – one or more for reverse		
Gearbox features	Constant mesh (optional partial synchromesh)		
POWER TAKE OFF			
P.T.O Features	Fully Independent		
Optional P.T. O	Ground speed		
HYDRAULICS			
Centre system	Open		
Max. Flow output (l/pm) max pressure	34.0 /190		
HYDRAULIC POWER LIFT & 3 POINT LINKAGE			
Control system	Mechanical		
Max. lift capacity at ball end	Std 1,920 / opt. 2,620		
4WD FRONT AXLE			
Position axle pivoting point	Coaxial		
Adjustable tread dimension (mm)	From 1,545 to 1,875		
Minimum turning radius without braking & w/4WD disengaged (m)	5.2 – 5.6		
REAR AXLE			
Axle description	Outboard reduction with wet brakes		
Adjustable tread dimension (mm)	From 1,500 to 2,050		
DIMENSIONS & WEIGHT			
Wheelbase 4WD (mm)	2,200 / 2,160		
Shipping weight 4WD ROPS (kg)	2,450 / 2,575 -2,600/2,750		
Ground clearance under front axle 4x4	500/410 – 600/450		
Ground clearance under rear axle mm	555 - 600		
Height to the top of the exhaust 4WD (mm)	2,375 to 2,400		
Amber LED Beacon	Lights fitted on the left right rear mudguard.		
Taillight and indicators.	protection – heavy duty metal covers.		
Batteries Anti.	Anti - theft lockable locker and Reverse buzzer to be installed.		
Fuel cap	Chain & Anti-siphoning device.		

8. SUPPLY AND DELIVERY SPECIFICATION OF 2x4 HIGH RISE LIGHT DELIVERY VEHICLE

Tenderers to indicate in column below by marking yes or no for meeting the requirements; if yes tenderers need to supply proof by means of supporting documentation.

SPECIFICATIONS	REQUIRED	YES	NO
2X4 HIGH RISE L.D.V.			
CONVENIENCE SPECIFICATIONS			
Air conditioner	Manual		
Door warning	Standard		
Front seat adjustment	Manual		
Heater	Manual		
Power steering	Requirement hydraulic		
Sun visor	Standard		
DIMENSIONS AND CAPACITIES			
Fuel type	Diesel		
Tank capacity	80L-100L		
Gross combination mass [kg]	5850-700		
Gross vehicle mass [kg]	2750-2800		
Ground clearance [mm]	290-300		
Height [mm]	1790-1800		
Length [mm]	5330-5400		
Towing capacity [kg]	2750-2800		
Wheelbase [mm]	3075-3090		
DRIVER SUPPORT SYSTEMS			
Anti lock braking system	Standard		
Brake assist	Standard		
ENGINE AND DRIVETRAIN			
Gearbox requirements	5-6 gears forward, 1 for reverse manual		
Clutch	Standard		
Differential lock	Compulsory		
ENGINE DISPLACEMENT [cm ³]	2393-2400		
Driven wheels	Rear wheel drive		
MAXIMUM POWER [kw@r/min]	110@3400		
MAXIMUM TORQUE [nm@r/min]	400@1600-2000		
Number of cylinders and arrangement	4 inline		
Front suspension requirement	Double which bone		
Suspension rear	Leaf spring		
EXTERIOR FEATURES			
Front bumper	Black		
Front fog lamp	Standard halogen		
Front grill	Black		
Side windows	Smash and grab - tinted		
Fuel tank protector	Standard		
Head lamp levelling	Standard manual		
Tow hook	Standard		
Side mirrors	Left and right		
Rear bumper	Step		
Mud guards	Black rubber all 4 wheels		
INTERIOR FEATURES			
Fuel level warning	Standard		
Glove box	Lockable		

Rear view mirror	Day and night		
Seat trim	Pvc		
Speedometer	Analog		
Water temperature meter	Standard		
Floor carpet trim	Pvc with heel pad with additional loose black rubber carpets left and right		
PAINT			
White	Standard with Kouga logo on left and right door		
SAFETY			
Anti theft system	Alarm and immobiliser		
Door lock	Standard left and right door		
Air bags	Standard driver and passenger		
Knee air bag	Standard driver only		
Front brakes	Ventilated disc		
Parking brake	Lever		
Rear brakes	Drums		
Load	Load bin must be coated with black rubber.		
Bull Bar	Bull Bar to be fitted on vehicle		
Canopy half door	Must be included and fitted to vehicle		

9. SUPPLY AND DELIVERY SPECIFICATION OF 4x4 HIGH RISE L.D.V. SINGLE CAB WITH CANOPY.

Tenderers to indicate in column below by marking yes or no for meeting the requirements; if yes tenderers need to supply proof by means of supporting documentation.

SPECIFICATIONS	REQUIRED	YES	NO
4X4 HIGH RISE L.D.V. SINGLE CAB			
CONVENIENCE SPECIFICATIONS			
Air conditioner	Manual		
Electric windows	Left and right		
Front seat adjustment	Manual		
Heater	Manual		
Power steering	Hydraulic		
Speakers	Standard		
Steering column adjustments	Manual/tilt		
DIMENSION AND CAPABILITY			
Front overhang [mm]	980-990		
Rear overhang [mm]	1200-1300		
Front tread [mm]	1480/1500		
Fuel type	Diesel		
Tank capacity	80l-100l		
Gross vehicle mass	2870-2880		
Ground clearance [mm]	290-300		
Height [mm]	1790-1800		
Length [mm]	5300-5340		
Towing capacity – brake [kg]	3000-3200		
Towing capacity – unbraked [kg]	740-800		
Wheelbase [mm]	3085-3090		
Width [mm]	1800-1820		
DRIVER SUPPORT SYSTEMS			
Anti lock braking system	Standard		
Brake assist	Standard		
Heal assist control	Standard		
Vehicle stability control	Standard		
ENGINE AND DRIVETRAIN			
Gearbox	6 speed manual, 1 reverse		
Auto disc connecting front differential	Standard		
Clutch	Standard		
Compression ratio	15.6:1		
Differential gear ratio	3.583		
Differential lock	Standard		
DISPLACEMENT [cm ³]	2393		
Drive wheels	4 wd/part time		
Engine capacity [liter]	2.4		
Fuel system	Diesel		
MAXIMUM POWER [kw@rpm]	110@3400 – 100-3000		
MAXIMUM TORQUE [nm@rpm]	400@1600-2000		
Cylinders	4 in line		
Stabilizer	Front only		
SUSPENSION			
Front	Double wish bone		
Rear	Leaf spring - rigid axle		
EXTERIOR FEATURES			

Back glass	Green		
Door outside handles	Black		
Front bumper	Black		
Front fork lamps	Standard halogen		
Front grill	Black		
Front side glass	Smash and grab		
Front under protector	Standard		
Fuel tank protector	Standard		
Head lamp levelling	Standard		
Rear bumper	Step		
Side mirrors	Left and right black		
Tow hook	Compulsory		
INTERIOR FEATURES			
4 - wheel drive indicator	Standard		
4 - wheel drive selector	Standard switch		
Floor carpet trim	PVC with heal pad		
Fuel level warning	Standard		
Glove box	Lockable		
Rear view mirror	Day and night		
Seat trim	PVC		
Speedometer	Analog		
Water temperature meter	Standard		
PAINT			
WHITE	Standard with Kouga logo on left and right door		
SAFETY			
Anti theft system	Alar and immobiliser		
Door lock	Standard left and right door		
Air bags	Standard driver and passenger		
Knee air bag	Standard driver only		
Front brakes	Ventilated disc		
Parking brake	Lever		
Rear brakes	Drums		
Mud guards	Front and rear		
Tyre size front and rear	Compulsory 225/70r17		
Canopy	Canopy half door must be included and fitted to vehicle		
Load bin	Load bin must be coated with black rubber.		
Bull bar	Bull bar to be fitted onto vehicle.		

10. SUPPLY AND DELIVERY SPECIFICATION OF A 26-28 TON LANDFILL REFUSE COMPACTOR

Tenderers to indicate in column below by marking yes or no for meeting the requirements; if yes tenderers need to supply proof by means of supporting documentation.

SPECIFICATIONS	REQUIRED	YES	NO
26-28 TON LANDFILL REFUSE COMPACTOR			
ENGINE			
Rated power	300kw-330kw – 400-405hp		
Gross power	324kw-220kw – 430-440hp		
Direct drive – gross power	300kw-307kw		
Maximum net torque @1300rpm	2005nm		
Bore	137.2mm - 140mm		
Stroke	171.4mm – 172mm		
Displacement	15.2l – 15.4l		
High idle speed	2300rpm – 2400rpm		
Low idle speed	700rpm – 800rpm		
OPERATING SPECIFICATIONS			
maximum operating wait	40917kg – 41000kg		
TRANSMISSION			
transmission type	planetary		
HYDRAULIC SYSTEM			
Pump flow at 1950rpm	117lpm – 120lpm		
Main relief pressure	24000kpa – 24100kpa		
Lift system	double acting cylinders		
Bore	120mm – 125mm		
SERVICE REFILL			
Cooling system	110l – 120l		
Engine crank case	30l – 35l		
Transmission	60l – 70l		
Fuel tank	700l – 800l		
Differentials front	100l – 120l		
Differentials rear	100l – 120l		
Hydraulic tank	130l – 140l		
AXLES			
Front planetary – oscillating	planetary fixed or oscillating		
Rear planetary - oscillating	planetary fixed or oscillating		
BRAKES			
Parking brake	drum and shoe, spring applied, hydraulic release		
CAB			
operator sound pressure level [iso 6396]	73db[a] – 72db[a]		
machine sound power level [iso 6395]	113db[a] – 110db[a]		
HYDRAULIC SYSTEM STEERING			
Steering system circuit	double acting end mounted		
Steering system pump	piston-variable displacement		
Maximum system flow	170lpm@1950rpm		

Steering pressure limited	24000kpa – 24500kpa		
Vehicle articulation angle	80 ° - 90°		
WHEELS AND TIPS			
weight	9582 kg -9600 kg		
drum diameter	1600mm – 1700mm		
outside diameter	1971mm – 1991mm		
drum width	1200mm – 1300mm		
width over drums	3800mm – 4000mm		
POWER TRAIN			
Single clutch speed shifting			
Electronic clutch pressure control			
Air to air after cooler			
Brakes fully hydraulic			
Muffler EU Stage III equivalent			
Electrohydraulic parking brake			
Fuel priming pump to be electric			
Ground level engine shut off			
Hydraulic driven demand fan			
Throttle lock			
Torque converter with lock up clutch			
Transmission, planetary, with 2Front and 2 reverse speed range control			
Under hood ventilation control.			
ELECTRICAL REQUIREMENTS			
Reverse alarm			
Maintenance free batteries			
Halogen lights front and rear compulsory			
Stair way leading to cab to be lighted			
Under hood lights for maintenance			
Heavy duty electric starter motor			
OPERATOR ENVIRONMENT			
Standard Aircon			
Suppressed soundproof cab			
Protective roll over cab			
Radio, antenna, speakers, and converter to 12 volts			
Hydraulic controls seat mounted.			
Controls to be fingertip shifting			
Laminated glass			
Following gauges to be compulsory. - Hydraulic Fluid level - Engine coolant temperature - Fuel gauge - Hydraulic oil temperature - Torque converter temperature			
Warning indicators instrumentation compulsory. - Brake oil pressure - Low voltage electrical system - Engine failure malfunction alert - Park brake indicator			
Panoramic view internal mirrors			
External mounted rear-view mirrors left and right			
Air suspension seat			

Retractable seat belt		
FLUIDS		
Antifreeze premixed		
COMPULSORY REQUIREMENTS	YES	NO
Front and rear axle guards		
Cab window guards		
Drive shaft guard		
Crank case and power train guards		
Extra high blade for maximum waste productivity		
Refuse screen to be fitted on blade		
Ground components of blades to be made of wear resistant steel must be easily replaceable		
Hydraulic oil changes every 2000 hours		
Pin on tips on wheel drums for easy quick replacement		
Central lubrication system for proper greasing of machine		
Under belly and driveshafts must be fully enclosed.		
Oscillation and articulation to at least 30 °		
Adjustable scrapers on machine to prevent build up of debris.		
360 ° LED lights for ease of night work.		

11. SUPPLY AND DELIVERY SPECIFICATION OF TRACK-TYPE TRACTOR

Tenderers to indicate in column below by marking yes or no for meeting the requirements; if yes tenderers need to supply proof by means of supporting documentation.

SPECIFICATIONS	REQUIRED	YES	NO
TRACK-TYPE TRACTOR			
ENGINE			
Gross power	204kw-210kw – 274-280hp		
Net power	194kw-200kw -260hp-270hp		
Displacement	8.8L – 537in ³		
Transmission	3 forward, 3 reverse		
Service refill capacities	Fuel tank 470L-500L		
Cooling system	70L – 80L		
Engine crankcase	25L -35L		
Power train	160L – 200L		
Final drive [each]	13L – 20L		
Pivot shaft	30L – 35L		
Hydraulic tank	50L – 60L		
WAITS			
Operating wait standard	24T – 25T		
Operating wait LGP	27T		
UNDERCARRAGE			
Standard width	500mm – 560mm		
Grouser height	71mm		
Track on ground standard	2870mm – 2900mm		
Ground contact area	3.21m ²		
HYDRAULIC CONTROL – PUMP			
Pump type	Variable displacement piston/or similar		
Pump capacity	38000kpa – 40000kpa		
RPM at rated engine speed	2,200rpm -2,321rpm		
Pump output	280lpm – 290lpm		
Lift cylinder flow	190lpm – 200lpm		
Tilt cylinder flow	8lpm – 90lpm		
Ripper cylinder flow	180lpm – 190lpm		
HYDRAULIC CONTROLS MAIN RELIEF VALVE			
Pressure setting	35000kpa – 42000kpa		
HYDRAULIC CONTROLS MAXIMUM OPERATING PRESSURE			
Bulldozer lift	15000kpa – 23000kpa		
Bulldozer tilt	15000kpa – 18000kpa		
Ripper lift	18000kpa – 23000kpa		
Ripper tilt	18000kpa – 23000kpa		
Steering	35000kpa – 38000kpa		
COMPULSORY REQUIREMENTS		YES	NO
POWER TRAIN			
Diesel engine			
Electronic engine control for high and low idle			
Air cleaner pre-cleaner with tube dust ejector			

Air filter with electronic service indicator		
Fan blower direct drive		
Electric fuel priming pump		
Parking brake		
Mechanical planetary transmission power shift 3F/3R		
Turbo charger waste gate		
Water separator		
ELECTRICAL REQUIREMENTS		
24 Volt		
OPERATOR ENVIRONMENT		
Standard Aircon		
Differential steering control		
Suppressed soundproof cab		
Rear view mirrors		
Protective roll over cab		
Radio, antenna, speakers, and converter to 12 volts		
Hydraulic control pilot operated		
Hydraulic implement lockout		
Wipers 2 speed		
Controls to be fingertip shifting		
Laminated glass		
Decelerator pedal		
Foot pads, dash		
Hydraulic controls pilot operated with electronic deactivation switch		
Warning indicators instrumentation compulsory. • Cooling temperature • Hydraulic temperature • Power train temperature • Fuel level indicator • Tacho meter • Hour meter • Diagnostics		
Air suspension seat		
OTHER STANDARD EQUIPMENT		
Engine enclosures must be perforated		
Hood perforated		
Hydraulics load sensing dozer lift and tilt		
Radiator doors louvered and hinged		
Sampling ports • Engine oil • Power train oil • Hydraulic oil • Engine coolant		
Lockable battery compartment		
Anti fuel siphoning		

12. SUPPLY AND DELIVERY SPECIFICATION OF 4 WHEEL DRIVE MOTOR GRADER

Tenderers to indicate in column below by marking yes or no for meeting the requirements; if yes tenderers need to supply proof by means of supporting documentation.

SPECIFICATIONS	REQUIRED	YES	NO
4 WHEEL DRIVE MOTOR GRADER			
ENGINE			
Type of engine	Diesel powered		
Cylinders	6 inline		
Displacement	9.0L – 9.5L		
Net peak toque	1204Nm -1250Nm		
Net torque rise	60% - 63%		
Aspiration	Turbo charged air cooled		
Air cleaner	Restriction indicator dual element dry		
POWER TRAIN			
Transmission	Direct drive power shift independent transmission		
Gears	8F/8R		
Front axle	Heavy duty welded fabrication		
Oscillation	32° - 35°		
Wheel lean angle both directions	20° - 25°		
Differentials	Hydraulically actuated clutch type		
Steering	Hydraulic power frame articulation		
Turning radius	7.2m – 7.30m		
Final drives	Inboard mounted planarity sealed in coolant filtered oil		
Brakes	Foot control hydraulically operated multiple wet disc brakes sealed and pressurized cooled filtered oil [ISO 3450]		
Parking brake	Automatically spring applied hydraulically released oil cooled self adjusting [ISO 3450]		
HYDRAULICS			
Type	Closed center pressure compensated load sensing variable displacement piston pump or equivalent		
Maximum pump flow	210lpm – 220lpm		
Maximum system pressure	18000kpa – 19000kpa		
BLADE FUNCTION			
Blade range	Lift above ground 390mm – 500mm		
Blade side shift	670mm – 700mm		
Pitch at ground line	Forward 42° - 48°		
Pitch at ground line	Back 5° - 7°		
Bank cut angle right or left	85° - 90°		

ELECTRICAL			
Voltage	24V		
Number of batteries	2		
Amp hour rating	224amp/hour – 230amp/hour		
Lights	Driving lights, two high two low beam head lights front and rear. Brake and indicator lights rear and indicators front.		
MAIN FRAME			
Type	Welded box construction		
Width	307mm – 310mm		
Height	307mm – 310mm		
CUTTING EDGE			
Thickness	16mm – 20mm		
Width	152mm – 160mm		
SCARIFIERS			
Type	Front v-type, mid mount radial linkage with never grease pin joint		
Width of cut	1.2m – 1.3m		
Number of shanks	Front 5 - 9		
Lift above ground	Front 580mm – 600mm Mid-mount 330mm – 350mm		
Maximum depth	Front 580mm – 600mm Mid-mount 330mm – 350mm		
Shank spacing	Front 146mm – 150mm Mid-mount 110mm – 120mm		
Shank size	Front 25x76mm Mid-mount 110mm – 120mm		
REAR RIPPER SCARIFIER			
Parallel linkage with never grease pin joints hydraulic float and integrated hitch	Width of cut ripper 2,20m – 2,30m		
Number of shanks	3 - 5		
OPERATORS STATION			
Low profile cab with ROPS	[ISO 3471:2008] FOPS [ISO 344:2005]		
TYRES OF WHEELS			
Tyre size	17.5x25/L4		
SERVICEABILITY			
Fuel tank	400L – 500L		
Cooling system	40L – 50L		
Engine oil	25L – 30L		
Transmission flued	25L – 30L		
Differential housing	37L – 40L		
Tandem housing	70L – 77L		
Circle gearbox	5L – 6L		
Hydraulic reservoir	50L – 55L		
MACHINE DIMENTIONS			
Height to top of cab	3m – 3.5m		

Height to top of full height cab	3m – 3.5m		
Tandem axle spacing	1.5m – 1.55m		
Blade base	2.5m – 2.6m		
Wheelbase	6m – 6.2m		
Overall length	8.80m – 8.90m		
Overall length with scarifier	9.69m		
Overall length with push block ripper	9.5m – 10m		
Operators training	To be provided		
LED lights	360 ° LED lights for ease of night work.		
Transmission	Event base shifting transmission, on the go shifting including gateless shifter that allows to shift directly forward to reverse		
Differential lock	Automatic differential lock		
Engine stall prevention	Automatic		
Gears	1-4 forward and reverse		
Diff lock	Diff lock to disengage automatically when machine is turned		

13. SUPPLY AND DELIVERY SPECIFICATION OF VIBRATORY SOIL COMPACTOR

Tenderers to indicate in column below by marking yes or no for meeting the requirements; if yes tenderers need to supply proof by means of supporting documentation.

SPECIFICATIONS	REQUIRED	YES	NO
VIBRATORY SOIL COMPACTOR			
ENGINE			
Engine	Turbo charged diesel engine		
Gross power	97kw – 99kw		
Net power	90kw – 99kw		
Dimensions: BORE : STROKE : DISPLACEMENT	100mm – 110mm 120mm – 130mm 4.0mm 4.5mm		
TRANSMISSION			
2 Variable displacement piston pumps supply pressurized flow to 2 duel displacement piston motors	Speeds forward and reverse Low range 7km/h – 8km/h		
High range	10kph – 12kph		
BRAKES			
Service brake features	Close loop hydrostatic drive system, dynamic braking during operation		
Secondary brake features	Spring apply hydraulically released multiple disc type brake mounting on the drum drive gear reducer.		
STEERING			
Type steering	Hydraulic power assist steering		
Minimum turning radius requirement	Inside 3600mm – 3700mm Outside 5800mm – 6000mm		
Steering angle each direction	± 34° - 35°		
Oscillation angle each direction	± 15° - 25°		
HYDRAULIC SYSTEM			
Double acting cylinders powered by a gear type pump	276mm BORE		
FINAL DRIVES AND AXLE			
Heavy duty fixed rear axle	Limited slip differential or smooth and quiet torque transfer		
Tyres	587mm x 660mm 14 ply traction		
SOUND			
Operator sound	To comply with ISO 6394 is 77dB [A] for cab		
Exterior sound	Requirements as specified in 2000/14/EC is 111dB [A]		
INSTRUMENTATION			
Compulsory instrumentation required as: - Low engine oil pressure - Engine coolant temperature gauge			

- Hydraulic oil temperature - Alternator warning device - Service hour meter - Fuel gauge			
OPERATOR AND MACHINE PROTECTIVE EQUIPMENT			
Backup alarm	107dB – 109dB		
Warning horn	To be located on front		
Seat belt	Compulsory		
ELECTRICAL			
Electrical system	24V		
Batteries	2 maintenance free batteries		
VIBRATORY SYSTEM			
Drum width	2100mm – 2200mm		
Drum shell thickness	25mm – 30mm		
Drum diameter	1200mm – 1600mm		
Drum diameter over pads	400mm – 1500mm		
Number of chevrons	14		
Eccentric weight drive	Hydrostatic		
SERVICE FEFILL CAPACITIES			
Fuel tank	180L – 200L		
Cooling system	19L – 25L		
Engine oil with filter	9L		
Eccentric weight housings	26L – 28L		
Axle and final drives	16L – 20L		
Hydraulic tank	60L – 80L		
DIMENSIONS			
Overall length	5500mm – 5600mm		
Overall width	2200mm – 2300mm		
Drum width	2100mm – 2200mm		
Height at ROPS cab	3000mm – 3100mm		
Wheelbase	2800mm – 2900mm		
Ground clearance	500mm – 550mm		
COMPULSORY REQUIREMENTS		YES	NO
OPERATOR STATION			
Fully enclosed cab			
Single lever control for propel and vibratory on/off			
GROUPED CONTROLS WITHIN EASY OPERATOR REACH			
Seat Comfortable and durable seat adjustable fore/aft			
FLOOR MAT			
Rubber floor mat to provide sure footing and to isolate the operator from machine vibration and noise			
LED amber light permanently mounted on roof			
Operators training to be provided			
360 ° LED lights for ease of night work.			
500 Hour engine oil change interval			
Service on vibrator bearing			
Loop service interval for reduced maintenance			

14. SUPPLY AND DELIVERY SPECIFICATION OF 8 TON FLAT DECK TRUCK WITH 16 TON CRANE MOUNTED BEHIND CAB WITH INTEGRATED CRANE SUBFRAME BUILT INTO DROP SIDE BODY. BOXED, BRACED AND PLATED.

Tenderers to indicate in column below by marking yes or no for meeting the requirements; if yes tenderers need to supply proof by means of supporting documentation.

SPECIFICATIONS	REQUIRED	YES	NO
8 TON FLAT DECK TRUCK			
TOTAL MASS			
Tare – total (T)	5410kg – 5500kg		
Tare Front / Rear	3200 / 2210 kg		
GVM	16000 kg		
GCM	24500 kg		
Axle – front GA/GAU	6500 kg		
Axle – front A/AU	6500 kg		
Axle – rear GA/GAU	11000 kg		
PERFORMANCE			
Gradeability	45.7%		
Gradeability at D/T	26.9%		
Max. geared road speed	120 km/h		
MAJOR DIMENSIONS			
Overall length	9300mm-9400mm		
Overall width	2400mm-2500mm		
Wheelbase	5500mm-5600mm		
CA – cab to rear axle	4750mm-5000mm		
ROH - Centre of rear axle to end of frame	2545mm-2600mm		
Turning radius (curb to curb) mm 9 775	9775mm-9800mm		
ENGINE			
Capacity	7 700 cm3		
Cylinder Layout	In line six cylinder		
Type Turbo	Intercooled		
Power at 2 200 r/min	184 kW		
Torque at 1 100 – 1 700 r/min	950 Nm		
Emissions	Standard EUR III		
TRANSMISSION			
Fully Automatic no semi-automatic	Factory fitted		
No. of gears	6 Forward		
Transmission	PTO Fitted		
CLUTCH			
Torque converter	TC 418 (1.98:1)		
DRIVE AXLE			
Reduction type	Standard		
Final ratio	5.57		
SPECIFICATIONS	REQUIRED	YES	NO
SUSPENSION			
Front	Parabolic Springs		
Rear	Multi leaf Spring		
Shock absorbers	Standard – (Double Acting Front & Rear)		

Stabilisers Front	Standard		
STEERING			
Operation	Power Assisted		
Steering Wheel	Tilt & Telescopic Standard		
BRAKES			
System type	Full Air		
Front	S-cam Drum Brake		
Rear	S-cam Drum Brake		
Electronic brake system	ABS with EBD		
Exhaust brake	Standard		
FUEL TANK CAPACITY			
Fuel tank capacity	180-200 litres		
TYRES SIZES			
Size – front	295/80R22.5		
Size – rear	295/80R22.5		
CAB SPECIFICATIONS			
Type	Sleeper Cab		
No. of seats	3 (Includes Centre Seat)		
Seat Belts Standard -	ELR with Reminder (Lap Belt with Centre Seat)		
Seats type	Fully adjustable, with Fire Retardant Material		
Air conditioning	Standard		
Radio/USB	Standard		
On-board computer	Multi-Function Display & In Vehicle Diagnostics		
Tilt cab Yes -	42° - 45°		
Rear View Mirrors	6 Total (Front 1, LHS 3, RHS 2)		
8 TON FLAT DECK LOAD BIN SPECIFICATIONS			
DIMENSIONS OF LOAD BIN			
Length	6400mm		
Height of drop sides	480mm		
Width	Standard truck width		
Amber LED	Amber LED Beacon Lights		
Tail – light protection	Tail – light protection – metal covers.		
Batteries	Anti - theft lockable locker.		
Fuel cap	Fuel cap chain & Anti-siphoning device.		
Reverse warning device	Reverse buzzer.		
Bull Bar	Fitment of standard chrome bull bar in front vehicle.		
16 ton/meter Crane	Mounted behind Cab with integrated crane subframe built into Drop side body. Boxed, Braced and Plated.		
2 Man Basket	self levelling Basket and Yoke		
Lifting capacity (kNm)	141.7		
Lifting Capacity(tn)	14.4		

Outreach – Lifting Capacity: standard(m-kg)	1. – 5 000 4.4 – 3 300. 6.2 - 2 300 8.1 – 1 750		
Maximum Reach	12 m		
Hydraulic outreach, standard(m)	8.4		
Hydraulic Boom extension	3.8		
Rec. Oil flow (l/min)	20 – 30		
Working Pressure	27.0		
Minimum slewing angle	41°		
Maximum slope viable at full capacity	5.9		
Slewing torque, gross (kNm)	16.4		
Height in folded position (mm)	2238		
Width in folded position(mm)	2440		
Install space required(mm)	815		

15. SUPPLY AND DELIVERY OF A LIGHT COMMERCIAL TRUCK THREE TON WITH NORMAL FLAT DECK LOAD BODY.

Tenderers to indicate in column below by marking yes or no for meeting the requirements; if yes tenderers need to supply proof by means of supporting documentation.

SPECIFICATIONS	REQUIRED	YES	NO
3 TON FLAT DECK TRUCK			
TOTAL MASS			
Tare –	total (T) * 3 230 kg		
Tare Frt / Rr	2 150/1 080 kg		
GVM	8 999 kg		
V	8 999 kg		
GCM	10 000 kg		
D/T	10 000 kg		
Axle – front GA/GAU	3200 kg		
Axle – front A/AU	3200 kg		
Axle – rear GA/GAU kg 6 200	6200 kg		
Axle – rear A/AU kg 6 200	6200 kg		
PERFORMANCE			
Gradeability at V	32.3%		
Gradeability at D/T	29.1%		
Max. geared road speed	111 km/h		
MAJOR DIMENSIONS			
Overall length	7 153 mm – 7200 mm		
Overall width	2 206 mm – 2230 mm		
Wheelbase	3 850 mm – 3900 mm		
CA – cab to bogie/rear axle	3 213 mm – 3220 mm		
Turning radius (curb to curb)	7 000 mm – 7100 mm		
ENGINE			
Capacity cm3	3 760 – 3800 cm3		
Layout of cylinders	In line four cylinders		
Type Turbo	Intercooled		
Power at r/min	kW 112 @ 2800		
Torque at r/min	Nm 400 @ 1400 -1800		
Emissions	standard EUR II		
TRANSMISSION			
Type	Syncho		
Shift	Manual		
No. of gears	forward 6		
Transmission	PTO fitted		
CLUTCH			
Model	Ceramic or button		
Type	Dry single plate		
Diameter	330 – 335 mm		
Operation Air assisted hydraulically operated	Air assisted hydraulically operated		
DRIVE AXLE			
Reduction type	Single reduction		
Final ratio	4.8 – 4.9		
SUSPENSION			

Front	Semi elliptical leaf spring		
Rear	Semi elliptical leaf spring		
Shock absorbers	Double acting-rear and front		
Stabilisers	Standard-front		
STEERING			
Operation	Power Assisted		
BRAKES			
System type	Full Air		
Front	S-cam Drum Brake		
Rear	S-cam Drum Brake		
Electronic brake system	ABS with EBD		
Exhaust brake	Standard		
FUEL TANK CAPACITY			
Fuel tank capacity	180-200 litres		
TYRES SIZES			
Size – front	235/75R17.5		
Size – rear	235/75R17.5		
CAB SPECIFICATIONS			
Type	Day cab		
No. of seats	3 (Includes Centre seat)		
Seat belts	Standard-ELR with Reminder (Lap Belt with Centre Seat)		
Seats	Fully adjustable		
Air conditioning	Standard		
Radio/USB	Standard		
Cruise control	Standard		
On-board computer	Multi display function		
Tilt cab	Mechanical		
Speed limiter	km/h 100		
Day time running lights Without	(LHS proximity, rear and wide angle RHS & LHS)		
Rear view mirrors	5 total		
3 TON FLAT DECK LOAD BIN SPECIFICATIONS			
DIMENSIONS OF LOAD BIN			
Length	4800 mm		
Height of drop sides	480 mm		
Width	Standard truck width		
COMPULSORY REQUIREMENTS			
Reverse warning	Reverse buzzer.		
Tail - light protection	Metal covers.		
Amber LED Beacon Lights	Top of cab permanently fitted.		
Batteries	Anti - theft lockable locker		
Bull bar	Fitment of standard chrome bull bar in front vehicle.		

16. SUPPLY AND DELIVERY OF A FORKLIFT 3.5 TON 4 X 2 Diesel

Tenderers to indicate in column below by marking yes or no for meeting the requirements; if yes tenderers need to supply proof by means of supporting documentation.

Technical Specifications

SPECIFICATIONS	REQUIRED	YES	NO
POWER TYPE	DIESEL		
Base Capacity	rated load centre kg3 500		
Load Centre	500 MM		
Axle Load	loaded/unloaded, front 7,080 / 1,600 - 7,280 / 1,110 KG loaded/unloaded, rear 850 / 2,830 - 1720 / 3170 KG		
Tyre Type	Solid rubber		
Wheels	front/rear 2 x 2MM		
Wheelbase	1 700 mm		
Tyre Size	Front 28x9-15-12 or 14PR Rear 6.50-10-10PR		
Max. Fork Height	with std 2-stage mast mm 3 000		
Height, Upright Lowered	with std 2-stage mast mm 2080 - 2395		
Height, Upright Extended	with std 2-stage mast mm 4146 - 4265		
Mast Tilt, Fwd / Back	with std 2-stage mast DEG 6° / 11° - 6° / 12°		
Fork Dimensions	T x W x L MM45/125/1000 - 50/122/1,070		
Turning Radius	minimum outside MM2, 435 - 2,490		
Lift Speed	loaded/unloaded MS0,37/0,40 - 0,43 / 0,45		
Lower Speed	loaded/unloaded MS0,50/0,45 - 0,46 / 0,4		
Brakes	service Foot / Hydraulic parking Hand / Mech		
Engine	Cylinder 4 rated power Kw/rpm 36.8 / 2,650 - 42,1 / 2,300 Max. torque N · m/rpm 36.8 / 2,650 - 42,1 / 2,300		
Canopy	Canopy guard as per safety regulations SANS CODE		
On board instruments	In proper English		

17. SUPPLY AND DELIVERY OF A LIGHT COMMERCIAL TRUCK THREE TON WITH NORMAL FLAT DECK LOAD BODY WITH MESH CAGE.

Tenderers to indicate in column below by marking yes or no for meeting the requirements; if yes tenderers need to supply proof by means of supporting documentation.

SPECIFICATIONS	REQUIRED	YES	NO
3 TON FLAT DECK TRUCK			
TOTAL MASS			
Tare –	total (T) * 3 230 kg		
Tare Frt / Rr	2 150/1 080 kg		
GVM	8 999 kg		
V	8 999 kg		
GCM	10 000 kg		
D/T	10 000 kg		
Axle – front GA/GAU	3200 kg		
Axle – front A/AU	3200 kg		
Axle – rear GA/GAU kg 6 200	6200kg		
Axle – rear A/AU kg 6 200	6200kg		
PEFORMANCE			
Gradeability at V	32.3%		
Gradeability at D/T	29.1%		
Max. geared road speed	111 km/h		
MAJOR DIMENSIONS			
Overall length	7 153 mm – 7200 mm		
Overall width	2 206 mm – 2230 mm		
Wheelbase	3 850 mm – 3900mm		
CA – cab to bogie/rear axle	3 213 mm – 3220 mm		
Turning radius (curb to curb)	7 000 mm – 7100mm		
ENGINE			
Capacity cm3	3 760 - 3800 cm3		
Layout of cylinders	In line four cylinders		
Type Turbo	Intercooled		
Power at r/min	kW 112 @ 2800		
Torque at r/min	Nm 400 @ 1400 -1800		
Emissions	standard EUR II		
TRANSMISSION			
Type	Syncho		
Shift	Manual		
No. of gears	forward 6		
Transmission	PTO fitted		
CLUTCH			
Model	Ceramic or button		
Type	Dry single plate		
Diameter	330 – 335 mm		
Operation Air assisted hydraulically operated	Air assisted hydraulically operated		
DRIVE AXLE			
Reduction type	Single reduction		
Final ratio	4.8 - 4.9		
SUSPENTION			
Front	Semi elliptical leaf spring		
Rear	Semi elliptical leaf spring		
Shock absorbers	Double acting-rear and front		

Stabilisers	Standard-front		
STEERING			
Operation	Power Assisted		
BRAKES			
System type	Full Air		
Front	S-cam Drum Brake		
Rear	S-cam Drum Brake		
Electronic brake system	ABS with EBD		
Exhaust brake	Standard		
FUEL TANK CAPACITY			
Fuel tank capacity	180-200 litres		
TYRES SIZES			
Size – front	235/75R17.5		
Size – rear	235/75R17.5		
CAB SPECIFICATIONS			
Type	Day cab		
No. of seats	3 (Includes Centre seat)		
Seat belts	Standard-ELR with Reminder (Lap Belt with Centre Seat)		
Seats	Fully adjustable		
Air conditioning	Standard		
Radio/USB	Standard		
Cruise control	Standard		
On-board computer	Multi display function		
Tilt cab	Mechanical		
Speed limiter	km/h 100		
Day time running lights Without	(LHS proximity, rear and wide angle RHS & LHS)		
Rear view mirrors	5 total		
3 TON FLAT DECK LOAD BIN SPECIFICATIONS			
DIMENSIONS OF LOAD BIN			
Length	5300 mm		
Height of drop sides with diamond mesh sides.	1950 mm		
Width	Standard truck width		
COMPULSORY REQUIREMENTS			
Reverse warning	Reverse buzzer.		
Tail - light protection	Metal covers.		
Amber LED Beacon Lights	Top of cab permanently fitted.		
Batteries	Anti - theft lockable locker		
Bull bar	Fitment of standard chrome bull bar in front vehicle.		

KOUGA LOCAL MUNICIPALITY
NOTICE 111/2021

**SUPPLY NEW PLANT AND VEHICLES ON AN OPERATING LEASE WITH A PULL AND PUSH RESIDUAL VALUE AT THE
END OF THE TERM PER ITEM FOR A PERIOD OF 36 AND OR 60 MONTHS**

NOTE:

1. Only firm prices will be accepted. Non-firm prices will not be considered.
2. All delivery costs **MUST** be included in the bid price, for delivery at the prescribed destination.
3. Document **MUST** be completed in non-erasable black ink.
4. NO correction fluid/tape may be used.
 - a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
5. The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.
6. In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding AND including VAT) must reflect the same amount.
7. Rates inserted should be applicable from date of appointment. The applicable measure for escalation shall apply. Proof to be provided for any request for increase, please see tender conditions point 1.

ITEM	OPERATING LEASE - PRICING SCHEDULE 36 MONTHS ITEM DESCRIPTION	PRICE/UNIT/ PM EXCL.	PRICE/UNIT/ PM INCL.	RESIDUAL VALUE 40% FOR BLACK ITEMS, (1,3,4,5,6,8,9,14,15) and 20% FOR YELLOW (2,7,10,11,12,13,16)
		VAT.	VAT	
1	SUPPLY AND DELIVERY OF NEW DOUBLE CAB L.D.V's			
2	SUPPLY AND DELIVERY OF NEW BACKHOE LOADERS			
3	SUPPLY AND DELIVERY OF NEW REFUSE COMPACTORS WITH DUEL BIN LOADERS AND SKIP BIN LIFTING MEGANISM's.			
4	SUPPLY AND DELIVER OF 6000L SEWERAGE SUCTION TANKERS			
5	SUPPLY AND DELIVERY OF 10C.M TIPPER TRUCKS.			
6	SUPPLY AND DELIVERY SPECIFICATION FOR A COMBINATION HIGH PRESSURE WATER AND VACUUM DRAIN CLEANING MACHINE BUILT ONTO A DOUBLE AXLE CHASSIS.			

ITEM	OPERATING LEASE - PRICING SCHEDULE 36 MONTHS ITEM DESCRIPTION	PRICE/UNIT/ PM EXCL. VAT.	PRICE/UNIT/ PM INCL. VAT	RESIDUAL VALUE 40% FOR BLACK ITEMS, (1,3,4,5,6,8,9,14,15) and 20% FOR YELLOW (2,7,10,11,12,13,16)
7	SUPPLY AND DELIVERY SPECIFICATION OF 4x4 TRACTORS			
8	SUPPLY AND DELIVERY SPECIFICATION OF 2x4 HIGH RISE LIGHT DELIVERY VEHICLE			
9	SUPPLY AND DELIVERY SPECIFICATION OF 4x4 HIGH RISE L.D.V. SINGLE CAB WITH CANOPY			
10	SUPPLY AND DELIVERY SPECIFICATION OF A 26-28 TON LANDFILL REFUSE COMPACTOR			
11	SUPPLY AND DELIVERY SPECIFICATION OF TRACK-TYPE TRACTOR			
12	SUPPLY AND DELIVERY SPECIFICATION OF 4 WHEEL DRIVE MOTOR GRADER			
13	SUPPLY AND DELIVERY SPECIFICATION OF VIBRATORY SOIL COMPACTOR			
14	SUPPLY AND DELIVERY SPECIFICATION OF 6 TON FLAT DECK TRUCK			
15	SUPPLY AND DELIVERY OF A LIGHT COMMERCIAL TRUCK THREE TON WITH NORMAL FLAT DECK LOAD BODY			
16	SUPPLY AND DELIVERY OF A LIGHT COMMERCIAL TRUCK THREE TON WITH NORMAL FLAT DECK LOAD BODY WITH MESH CAGE			

ITEM NO.	OPERATING LEASE - PRICING SCHEDULE 60 MONTHS ITEM DESCRIPTION	PRICE/UNIT PM EXCL. VAT.	PRICE/UNIT PM INCL. VAT	RESIDUAL VALUE 20% FOR BLACK ITEMS, (1,3,4,5,6,8,9,14,15) and 10% FOR YELLOW (2,7,10,11,12,13,16)
1	SUPPLY AND DELIVERY OF NEW DOUBLE CAB L.D.V's			
2	SUPPLY AND DELIVERY OF NEW BACKHOE LOADERS			
3	SUPPLY AND DELIVERY OF NEW REFUSE COMPACTORS WITH DUEL BIN LOADERS AND SKIP BIN LIFTING MEGANISMs.			
4	SUPPLY AND DELIVER OF 6000L SEWERAGE SUCTION TANKERS			
5	SUPPLY AND DELIVERY OF 10C.M TIPPER TRUCKS.			
6	SUPPLY AND DELIVERY SPECIFICATION FOR A COMBINATION HIGH PRESSURE WATER AND VACUUM DRAIN CLEANING MACHINE BUILT ONTO A DOUBLE AXLE CHASSIS.			
7	SUPPLY AND DELIVERY SPECIFICATION OF 4x4 TRACTORS			
8	SUPPLY AND DELIVERY SPECIFICATION OF 2x4 HIGH RISE LIGHT DELIVERY VEHICLE			
9	SUPPLY AND DELIVERY SPECIFICATION OF 4x4 HIGH RISE L.D.V. SINGLE CAB WITH CANOPY			
10	SUPPLY AND DELIVERY SPECIFICATION OF A 26-28 TON LANDFILL REFUSE COMPACTOR			
11	SUPPLY AND DELIVERY SPECIFICATION OF TRACK-TYPE TRACTOR			

12	SUPPLY AND DELIVERY SPECIFICATION OF 4 WHEEL DRIVE MOTOR GRADER			
13	SUPPLY AND DELIVERY SPECIFICATION OF VIBRATORY SOIL COMPACTOR			
14	SUPPLY AND DELIVERY SPECIFICATION OF 6 TON FLAT DECK TRUCK			
15	SUPPLY AND DELIVERY OF A LIGHT COMMERCIAL TRUCK THREE TON WITH NORMAL FLAT DECK LOAD BODY			
16	SUPPLY AND DELIVERY OF A LIGHT COMMERCIAL TRUCK THREE TON WITH NORMAL FLAT DECK LOAD BODY WITH MESH CAGE			

NAME OF TENDERER: _____ AUTHORIZED SIGNATURE: _____

FORM OF OFFER AND ACCEPTANCE – COMPULSORY
NOTICE NO: 111/2021
SUPPLY AND DELIVERY NEW PLANT AND VEHICLES ON A FULL
MAINTENANCE LEASE (VFML) FOR A PERIOD OF 36 AND OR 60 MONTHS
FOR KOUGA LOCAL MUNICIPALITY (KLM)

1. I hereby undertake to render services/goods described in the attached bidding documents to Kouga Municipality in accordance with the requirements and task directives / proposals specifications stipulated in **Bid Number: 111/2021** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate / Tax compliance Status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. **The offered total of the Prices for Supply and Delivery of New Plant and Vehicles on an Operating Lease with a Push and Pull Residual Value at the end of the term per item a period of 36 months and or 60months for Kouga Local Municipality on page Seventy Three to Seventy Six (73-76) inclusive of Value Added is correct.**

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

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1
.

ACCEPTANCE

TO BE COMPLETED BY THE ACCOUNTING OFFICER OF KOUGA MUNICIPALITY

By signing this part of the Form of Offer and Acceptance Kouga Municipality accepts the tender offer. This acceptance of this offer shall form an agreement between the municipality and the tenderer upon the terms and conditions contained in this document. By signing this form of offer and acceptance it constitutes a legal and binding contract between Kouga Municipality and the tenderer.

NAME (PRINT)

CAPACITY

SIGNATURE

WITNESSES

3
.

DECLARATION OF INTEREST- COMPULSORY

1. No bid will be accepted from persons in the service of the state*.
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:

3.2 Identity Number:

3.3 Position occupied in the Company (Director, trustee, shareholder).....

3.4 Company Registration Number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:

3.7 The names of all the directors/ trustees/shareholders member, 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.....

.....

.....

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

* MSCM 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.

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.

3.9.1 If yes, furnish particulars.

.....

.....

YES / NO

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?

3.10.1If 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

3.11.1If yes, furnish particulars

.....

.....

3.12 Are any of the company's directors, trustees, managers, principal shareholders or stakeholders in the service of the state?

YES / NO

3.12.1If yes, furnish particulars.

.....

.....

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

3.13.1 If yes, furnish particulars.

.....

.....

3.14 Do you or any directors, trustees, managers, principal shareholders Or stakeholders of this company have any interest in 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 (applicable of employed by government (state))

.....

Signature

.....

Date

.....

Capacity

.....

Name of Bidder

Commissioner of Oaths

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable;
or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender
(delete whichever is not applicable for this tender).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
(b) B-BBEE Status Level of Contributor.

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?
(Tick applicable box)

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

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

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

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:

8.2 VAT registration number:

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:

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

.....

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

Compulsory Format for Sworn Affidavit for Exempted Micro Enterprise

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%

• Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

• Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

Compulsory Format for Sworn Affidavit for Qualifying Small Enterprises

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

• The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

• The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

• The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

• Black Designated Group Owned % Breakdown as per the definition stated above:

- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % = _____%

• Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

• Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS – COMPULSORY IF APPLICABLE

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

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

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

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

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

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

- 3. Does any portion of the goods or services offered have any imported content?**

(Tick applicable box)

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

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

LOCAL CONTENT DECLARATION – COMPULSORY IF APPLICABLE

(REFER TO ANNEX B OF SATS 1286:2011)

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

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):
.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),

do hereby declare, in my capacity as

of(name of bidder entity), the following:

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

(b) I have satisfied myself that:

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES - COMPULSORY

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

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

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

4.3.1	If so, furnish particulars:		
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 ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.5.1	If so, furnish particulars:		

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

MBD 9**CERTIFICATE OF INDEPENDENT BID DETERMINATION - COMPULSORY**

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:

NOTICE 111 OF 2021:

**SUPPLY AND DELIVERY OF NEW PLANT AND VEHICLES ON AN OPERATING
LEASE WITH A PUSH AND PULL RESIDUAL VALUE AT THE END OF THE TERM
PER ITEM A PERIOD OF 36 MONTHS AND OR 60MONTHS FOR KOUGA LOCAL
MUNICIPALITY**

(Bid Number and Description)

in response to the invitation for the bid made by:

KOUGA MUNICIPALITY

(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.

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

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.

KOUGA MUNICIPALITY**Attach resolution re authority of signatory****AUTHORITY FOR SIGNATORY**

Companies submitting tenders must provide evidence that the person who signed the tender document has authority to do so, by attaching a copy of the relevant resolution of the Board of Directors, duly signed and dated, to this form. Alternatively this form may be completed by competent authority.

By resolution of the Board of Directors at a meeting held on

Mr/Ms

Has been duly authorised to sign all documents in connection with this Tender on behalf of:

.....

.....

.....

SIGNED OF BEHALF OF COMPANY:

IN HIS CAPACITY AS:

SIGNATURE OF SIGNATORY:

COMPANY STAMP:

INDEMNITY AGREEMENTS**SUPPLIER**

"I the undersigned, having been given permission by the Municipal Manager to enter the property of the Municipality for purposes of deliveries and having recognised the inherent hazards that exist in premises of this nature, hereby acknowledge that I enter the said property entirely at my own risk and that I shall have no claim against the Municipality or any of its employees, agents or mandataries for any loss, damage or injury whether fatal or otherwise, whether or not same is a result of any negligent act or omission on the part of the Municipality or any of its employees or other independent contractors or is as a result of the use of defective materials or equipment supplied by the Municipality or by way of any human or mechanical error, default or failure occurring on the said property or by way of any other cause, nothing at all excepted. Further, I hereby hold the Municipality blameless for any damage, injury or loss suffered by any person or such person's dependants as a result of the said contractual work and I undertake to compensate fully the Municipality for any loss sustained by it through and by way of such contractual work".

SIGNED:

DATE:.....

WITNESS:

DATE:

WITNESS:

DATE:

JOINT VENTURE DECLARATION
Only to be completed if applicable

Submit your Joint Venture Agreement together with this annexure.

Section 1: Name of each enterprise: _____

Address of each enterprise: _____

Section 2: VAT registration number(s), if any:

Section 3: CIDB registration number(s), if any:

Section 4: Has an original valid Tax Clearance Certificate been submitted by each enterprise?

YES

☐

NO

☐

Section: 5

Percentage equity ownership by black persons (no franchise prior to elections).

%

Section: 6

Percentage equity ownership by women.

%

Section: 7

Percentage equity ownership by a person who has a disability.

%

Section: 8

Percentage of the contract value managed or executed by the HDI member.

%

SIGNED ON BEHALF OF TENDERER

KOUGA MUNICIPALITY**CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES**

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

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

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

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

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

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

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

NB: If the entity rents / leases premises, a copy of the rental/lease agreement must be submitted with this tender. Please refer to Instruction Page 3 of this document.

Signature	Position	Date

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

KOUGA MUNICIPALITY
NOTICE NO: 111/2021: SUPPLY AND DELIVERY OF NEW PLANT AND VEHICLES
ON AN OPERATING LEASE WITH A PUSH AND PULL RESIDUAL VALUE AT THE
END OF THE TERM PER ITEM A PERIOD OF 36 MONTHS AND OR 60MONTHS FOR
KOUGA LOCAL MUNICIPALITY

SCHEDULE OF WORK CARRIED OUT BY THE TENDERER

The tenderer must insert in the space provided below, a list of work (goods supplied) similar in nature to this Contract, completed by him/her during the past five years, or work presently being performed by his/her firm:-

Employer (Name, Tel No.)	Contact Person	Contact Telephone & E-mail	Value of Work	Year Completed

SIGNED OF BEHALF OF THE TENDERER:

KOUGA MUNICIPALITY SUPPLIER DATABASE INFORMATION – PLEASE COMPLETE IF NOT UPDATED OR LISTED ON MUNICIPAL SUPPLIER DATABASE

1. BUSINESS PARTICULARS:

1.1 Name of Business as registered with the Registrar of Companies / Close Corporations (Legal Name)

.....

1.2 Name of business used for TRADING purposes, if different from 1.1 or name of business if business is not registered with the registrar (Trading Name)

.....

1.3 Registration Number as registered with the Registrar of companies / close corporations (if applicable) **OR** identity number if sole proprietor

.....

1.4 Postal Address

.....

.....

.....

Postal Code:

Physical Address

.....

.....

.....

Postal Code:.....

Telephone Number: (.....) Fax No: (.....)

E-mail Address

.....

1.5 Contact Person for database and tenders

Contact name:

Cell Number:

Email address:

Telephone: (.....)

2. BANKING DETAILS - An original (signed and stamped) bank letter from the bank not older than three months, or an original cancelled cheque must be supplied. Also the account holder must match the trading name of the organization.

2.1 Name of banking institution:

2.2 Branch Name:

2.3 Branch Code:

2.4 Town / City:

2.5 Banking account number:

2.6 Account type:

2.7 Account Holder (Name under which account is operated)

.....

3. COMMODITIES AND SERVICE PROVIDED

In order to identify your organization as a potential service provider, types of commodities or services rendered have to be classified.

<u>SECTOR CODE</u>	<u>SECTOR</u>	PLEASE TICK (✓)
SCM1	Agriculture	
SCM2	Mining and Quarrying	
SCM3	Manufacturing	
SCM4	Construction	
SCM5	Retail and Motor Trade	
SCM6	Catering, Accommodation	
SCM7	Transport and Storage	
SCM8	Finance and Business services	
SCM9	Repair /allied Services	
SCM10	Communications	
SCM11	Other trade	
SCM12	Community and Social Services	
SCM13	Personnel Services	

Please specify the appropriate commodity or service that your organization provides as well as the area of supply.

SERVICE	AREA WHERE SERVICE CAN BE RENDERED

--	--

*IF MORE SPACE IS NEEDED TO SPECIFY SERVICES PLEASE ADD A PAGE

PRODUCTS	AREA WHERE PRODUCTS CAN BE SOLD

*IF MORE SPACE IS NEEDED TO SPECIFY SERVICES PLEASE ADD A PAGE

4. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I / WE, THE UNDERSIGNED, WHO WARRANTS THAT HE/SHE IS DULY AUTHORISED TO DO SO ON BEHALF OF THE SUPPLIER, CERTIFIES THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT INCLUDING THE ANNEXURE/S WITH ADDITIONAL INFORMATION, IS CORRECT AND ACCURATE AND ACKNOWLEDGES THAT:

1. The supplier will be required to furnish documentary proof of the claims, if requested to do so.
2. If the information supplied is found to be incorrect then the KLM may, in addition to any remedies it may have:
 - (i) Disqualify the supplier/ contractor for a particular tender/contract/project it may be considered for, or which had been awarded to the supplier / contractor;

- (ii) Recover from the supplier / contractor all costs, losses or damages incurred or sustained by the KLM as a result of breach of the contract;
- (iii) Cancel the contract and claim any damages which the KLM may suffer by having to make less favourable arrangements after such cancellation; and /or
- (iv) De-register the supplier registered on the Supplier Database.

SIGNED ON THIS DAY OF 20..... AT

.....

SIGNATURE OF AUTHORISED REPRESENTATIVE

.....

NAME IN BLOCK LETTERS

.....

IN HIS/HER CAPACITY AS

ON BEHALF OF THE (SUPPLIER'S NAME)

5. DECLARATION OF INTEREST

1. No application will be accepted from persons in the service of the state*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may submit a database application. In view of possible allegations of favouritism, should the resulting registration, award 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:
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (Director, trustee, shareholder).....
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number:
 - 3.6 VAT Registration Number:
 - 3.7 The names of all the directors/ trustees/shareholders member, 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**

* MSCM 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.

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.

3.8.1 If yes, furnish particulars

.....

.....

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, principal shareholders or stakeholders in the 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, principal shareholders or stakeholders in service of the state?

YES / NO

3.13.1 If yes, furnish particulars.

.....

.....

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

YES / NO

3.14.1 If yes, furnish particulars.

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

[illegible]

.....

Authoring Signature

.....

Date

.....

Full name

.....

Capacity

.....

Witness

.....

Witness

Commissioner of Oaths

6. Undertaking

by

.....

(the "Supplier")

vis a vis the

Kouga Local Municipality

("KLM")

WITH THIS FORM PLEASE ATTACH A LATEST MUNICIPAL BILLING CERTIFICATE FOR THE BUSINESS PREMISES AND ALSO FOR ALL THE DIRECTORS, MEMBERS OR OWNERS OF THE BUSINESS. IF OFFICE PREMISES ARE BEING RENTED PLEASE ATTACH COPY OF LEASE AGREEMENT.

Whereas:

- (a) the Supplier delivers or renders services to KLM;
- (b) KLM is liable to pay the Supplier for goods delivered or services rendered; and
- (c) the Supplier is liable **to pay KLM or relevant Local Authority** any due municipal rates and taxes or municipal service charges and any other indebtedness **owed by the Supplier to the KLM or relevant Local Authority.**

Now therefore the Supplier undertakes the following:

1. In the event of the Supplier being in arrears in respect of any municipal rates and taxes, municipal services charges, or any other indebtedness owed by the Supplier to the relevant Local Authority; which is / are due:
 - 1.1 the Supplier shall make satisfactory and reasonable written settlement arrangements with the KLM or relevant Local Authority for the payment thereof; and
 - 1.2 failing which, the KLM may set-off any such due indebtedness owed by the Supplier to the KLM from any amount owed by the KLM to the Supplier;
2. To co-operate with the KLM and to do all things and sign all such documents (and / or procure same to be done) as may be necessary or requisite in order to give proper and due effect to the terms of this undertaking or any matter arising there from in accordance with its intent and purpose;
3. No extension of time or indulgence granted by the KLM shall be deemed in any way to affect, prejudice or derogate from its rights in any respect in terms of this undertaking, nor shall it in anyway be regarded as a waiver of the KLM's rights hereunder; and
4. The Supplier shall not be entitled to cede any of its right's nor delegate any of its obligations in terms of this undertaking to any other person without the prior written consent of the KLM.

Thus done and signed by the Supplier at on 20
.....

.....

(The Supplier) duly authorized

.....

Witness