



**ELIAS MOTSOALEDI LOCAL MUNICIPALITY**

**EMLM 14/2025**

**APPOINTMENT OF ONE SERVICE PROVIDER FOR THE PROVISION OF A  
COMPREHENSIVE FLEET MANAGEMENT SOLUTION (FULL MAINTENANCE LEASE,  
FINANCE LEASE, MANAGED MAINTENANCE AND FLEET MANAGEMENT SYSTEMS) FOR  
A PERIOD OF 36 MONTHS**

<b>CLOSING DATE:</b>	<b>08 NOVEMBER 2024</b>	<b>TIME</b>	<b>11H00</b>
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<b>NAME OF TENDERER</b>	
<b>TOTAL BID PRICE</b>	<b>R</b>
<b>CENTRAL SUPPLIER DATABASE NUMBER</b>	<b>MAAA</b>
<b>TOTAL SPECIFIC GOAL POINTS</b>	
<b>CONTACT PERSON</b>	
<b>TELEPHONE NUMBER</b>	
<b>FAX NUMBER</b>	

<b>ENQUIRIES REGARDING BID PROCEDURES</b>		<b>TECHNICAL ENQUIRIES</b>	
<b>DIRECTORATE: BUDGET AND TREASURY</b>		<b>DIRECTORATE: INFRASTRUCTURE</b>	
<b>V MASILELA</b>		<b>M MTHIMUNYE</b>	
<b>MANAGER: SCM</b>		<b>MANAGER: FLEET</b>	
<b>TEL. NUMBER</b>	<b>TEL.013 262 3056</b>	<b>TEL. NUMBER</b>	<b>013 262 3056</b>
<b>TENDER ISSUED BY</b>			
<b>SUPPLY CHAIN MANAGEMENT UNIT</b>			
<b>2<sup>ND</sup> GROBLER AVENUE</b>		<b>TEL. NUMBER</b>	<b>013 262 3056</b>
<b>ELIAS MOTSOALEDI LOCAL MUNICIPALITY</b>		<b>P.O. BOX 48, GROBLERSDAL, 0470</b>	

***NB: ANY OBJECTIONS OR COMPLAINTS IN RESPECT WITH THIS TENDER SHOULD BE  
LODGED WITHIN 14 DAYS OF THE ADVERTISEMENT.***

# ELIAS MOTSOLEDI LOCAL MUNICIPALITY

TENDER DETAILS				
TENDER NUMBER	EMLM 14/2025			
TENDER TITLE	APPOINTMENT OF ONE SERVICE PROVIDER FOR THE PROVISION OF COMPREHENSIVE FLEET MANAGEMENT SOLUTION (FULL MAINTENANCE LEASE, FINANCE LEASE, MANAGED MAINTENANCE AND FLEET MANAGEMENT SYSTEMS) FOR A PERIOD OF 36 MONTHS			
CLOSING DATE	08 NOVEMBER 2024	CLOSING TIME	11H00	
SITE MEETING	DATE	22 OCTOBER 2024	TIME	11h00
SITE MEETING ADDRESS	Municipal Store / Fleet Centre 5 Eind Street Groblersdal			
CIDB GRADING REQUIRED	N/A		LEVEL AND CATEGORY	N/A
TENDER DOCUMENT FEE	R1000.00 (if collecting from the Municipality) Free when downloading from e-tender portal		PREFERENCE POINT SYSTEM	90/10
BID BOX SITUATED AT	MAIN OFFICES, 2 <sup>ND</sup> GROBLER AVENUE, Elias Motsoaledi Local Municipality.			
OPERATING HOURS	The bid box is open during office hours, Monday to Thursday from 07h30 to 16h30 and Friday from 07h30 to 13h30.			
OFFER TO BE VALID FOR	90	DAYS FROM THE CLOSING DATE OF TENDER.		
PLEASE NOTE:				
1. Prospective suppliers must be registered on CSD prior to submitting bid (open tender)				
2. Tenders that are deposited in the incorrect box will not be considered.				
3. Mailed, telegraphic, telex, or faxed tenders will not be accepted.				

### **TENDER DETAILS**

4. No late bids after closing date and time will be accepted.
5. Bids not clearly marked and unamend will not be accepted.
6. Bids may only be submitted on the bid documentation provided by the municipality.
7. No awards will be made to a person:
  - i. Who is in the service of the state,
  - ii. If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state
  - iii. Who is an advisor or consultant contracted with the municipality or municipal entity

### **BIDDER'S TENDER DOCUMENTATION DECLARATION CERTIFICATION**

I, the undersigned certify that the information furnished on this declaration form is correct, completed and submitted.

NAME OF REPRESENTATIVE	
POSITION / DESIGNATION	
SIGNATURE	
DATE	

**TENDER NOTICE & INVITATION**  
**ELIAS MOTSOALEDI LOCAL MUNICIPALITY**  
**TENDER NO.: EMLM 14/2024**  
**CLOSING DATE 08 NOVEMBER 2024 @ 11:00**



In terms of Section 110 of the Municipal Finance Management Act, 2003 (No. 56 of 2003), tenders are hereby invited for **APPOINTMENT OF ONE SERVICE PROVIDER FOR THE PROVISION OF COMPREHENSIVE FLEET MANAGEMENT SOLUTION (FULL MAINTENANCE LEASE, FINANCE LEASE, MANAGED MAINTENANCE AND FLEET MANAGEMENT SYSTEMS) FOR A PERIOD OF 36 MONTHS**

Tender documents and specifications are available and can be obtained from CASHIERS OFFICE IN THE MAIN OFFICES, 2<sup>ND</sup> Grobler Avenue Groblersdal, P.O. Box 48, Groblersdal, 0470 Tel: [013] 262 3056, at a non-refundable deposit of R1000.00 when the bidder request/need a document from the municipality, and it is free of charge when downloaded from the e-tender portal. Payments can be made through cash payable to the Elias Motsoaledi Local Municipality cashiers.

The closing time for receipt of tenders is **08 NOVEMBER 2024 at 11h00**. Telegraphic, telephonic, telex, facsimile, e-mail, unmarked and **late tenders** will under no circumstances be considered and accepted. The tender box will be emptied just after closing time on the closing date. Hereafter all bids will be open in public.

Any technical enquiries relating to the tender document may be directed to the **Infrastructure Services (Mr. M.Mthimunye)** on 013 262 3056 or at **mmthimunye@emlm.gov.za** for any technical assistance.

Fully completed tender documents, clearly marked **APPOINTMENT OF ONE SERVICE PROVIDER FOR THE PROVISION OF COMPREHENSIVE FLEET MANAGEMENT SOLUTION (FULL MAINTENANCE LEASE, FINANCE LEASE, MANAGED MAINTENANCE AND FLEET MANAGEMENT SYSTEMS) FOR A PERIOD OF 36 MONTHS** with "**NAME of TENDERER**" must be placed in a sealed envelope and placed in the **tender box 3** on the **2<sup>nd</sup> Grobler Avenue**, Elias Motsoaledi Local Municipality, Main Offices, Groblersdal, **by no later than 08 NOVEMBER 2024 at 11h00**. The envelope must be endorsed with number, title and closing date as indicated above.

Bidders will be evaluated on functionality whereby **70 points** has to be attained before financial proposals can be looked at. A preferential point system shall apply whereby a contract will be allocated to a tenderer in accordance with the Preferential Procurement Policy Framework Act, Act No. 5 of 2000 (as amended) and as defined in the Conditions of Tender in the tender document, read in conjunction with the Supply Chain Management Policy of Elias Motsoaledi Local Municipality where 90 points will be allocated in respect of price and 10 points in respect of Specific goal.

No awards will be made to a person:

- Who is not registered on the Central Supplier Database;
- Who is in the service of the state;
- If that person is not a natural person , of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; and/or
- Who is an advisor or consultant contracted with the municipality or municipal entity.

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



## **TERMS OF REFERENCE FOR**

### **APPOINTMENT OF ONE SERVICE PROVIDER FOR THE PROVISION OF COMPREHENSIVE FLEET MANAGEMENT SOLUTION (FULL MAINTENANCE LEASE, FINANCE LEASE, MANAGED MAINTENANCE AND FLEET MANAGEMENT SYSTEMS) FOR A PERIOD OF 36 MONTHS**

#### **1. INTRODUCTION**

- This bid provides for the finance and supply of fleet for the duration of 36 months to Elias Motsoaledi Local Municipality. Elias Motsoaledi Local Municipality requires a Finance Lease proposal for, sedan's, LDV's, all yellow specialized machines, white heavy-duty vehicles, and inclusive of all vehicles to be installed with Anti-Siphoning Device, Telematics, dashboard camera, driver tags with electronic logbook & Total Fleet Management (TFM) Solution (e-Speed Control Technology)

#### **2. KEY DELIVERABLES**

- (a) Provision of vehicles to the municipality that is reliable and available in order to ensure business continuity of the Municipality.
- (b) Provision of reporting information systems that will bring efficiency and ensure economic viability of the services
- (c) Ensure that there is preventative and reactive maintenance of all vehicles to ensure continuous operations of all assets.
- (d) The active application and achievement of manufacture service and maintenance in accordance with original equipment manufacturers specification.
- (e) Provision and resolution of queries.
- (f) Implement a fleet tracking mechanism – tracking, Recovery, Over-speeding, Harsh braking, accident reconstruction, Geo-Fencing, Harsh acceleration, dashboard camera and monthly reporting
- (g) The continuous measurement and review of vehicle usage and application in order to ensure avoidance of excess km charges and early termination fees
- (h) Training and Development of staff to ensure compliance - cost to be charged to the municipality
- (i) For all full maintenance lease/operating lease vehicles to travel an estimated 5000 km or 200 hours per month (option to restructure) for all vehicles other than for public office bearers. Any excess km will be charged based on AA rates/Department of Transport guideline.
- (j) For all full maintenance lease/operating lease vehicles to travel an estimated 8000 for public office bearers. Any excess km will be charged based on AA rates/Department of Transport guideline.

- (k) Provision of Fleet Management System (interface with all fleet system to provide a consolidated report) and Electronic Speed Control Technology; and dashboard camera

### **3. SCOPE OF WORK**

#### **PROVISION OF VEHICLES ON FINANCE LEASE**

- Elias Motsoaledi Local Municipality requires the services of a suitably qualified and capable service provider to provide services in relation to the provision of vehicles to the municipality on a finance lease.
- Source suitable pricing that matches the approved specification from relevant manufacturers and suppliers in line with the approved specifications for consideration by EMLM.
- Present relevant options to be considered by EMLM in relation to the vehicles or accessories to be purchased, including a cost benefit analysis for each option.
- Finance the entire vehicle procurement and delivery process (including once-off initial licensing and registration of the vehicles).
- Supply and delivery of tyres a complete quotation to be submitted to the Municipal Fleet Division before commencement of any work.
- Facilitate the fitments of all the required attachments and accessories as well as modifications required to ensure the vehicle is able to fulfil its functional requirements.
- To manage the logistics, value chain for vehicle purchases, including production schedules, licensing and registration, branding, securing the relevant warranties and/ or maintenance plans, as well as the delivery of each vehicle to the municipality.
- EMLM will not guarantee any quantities in respect of the vehicles specified in this document and requirements will be as and when the need arises.
- Provide reports and analysis of vehicle performance per department.
- Install Anti-Siphoning Device, Telematics, dashboard camera, driver tags with electronic logbook & Total Fleet Management (TFM) Solution (e-Speed Control Technology) all municipal vehicles.
- Vehicle outright purchase
- Early settlement - should the municipality intent to settle white or and yellow fleet prior the end of contract - as and when required basis.

## MINIMUM QUALIFYING REQUIREMENTS FOR PROSPECTIVE SERVICE PROVIDERS

**RETURNABLE TENDER DOCUMENTS MUST BE COMPILED WITH CLEAR FILES DIVIDERS IN NUMERICAL ORDER AS PER THE BELOW MINIMUM REQUIREMENTS**

### Minimum Qualifying Requirements /Compulsory Returnable Documents:

1. Fully Completed and Signed MBD Forms with a black ink (1; 4; 5; 6.1; 8 & 9).
2. **Compulsory briefing session attended**
3. Attach CSD registration report (NB: Detailed not summary).
4. Valid copy Entity / Company registration certificate.
5. Any alteration on the tender document must be signed **(NB: Not Initialed)**.
6. Every page on the tender documents must be signed **(NB: Not Initialed)**.
7. Forms must be signed in Black ink.
8. Audited annual financial statement **(if the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statements - for the past three years; or since their establishment if established during the past three years)**
9. CIPC Abridged Certificate Annual returns **(NB applicable to entities that are in business for more than 12 months)**.
10. Company Profile (Detailing Experience and Reference contacts).
11. Proof of Municipal rates and taxes or services charges:
  - Of the company and all of its directors not in arrears for more than 90 days or
  - Confirmation from the municipality if municipal rates and taxes are not levied (for the company and all its director(s)) as per CK/Company form of address on the registration certificate or
  - if leasing, a signed lease agreement by the lessor and the lessee and a declaration/letter indicating that the bidder and/or the director does not have municipal account and that the municipal services; rates and taxes are paid by the property owner, should be signed by the lessor and such declaration/letter must be attached / Municipal rates in the name of the lessor for both company and director(s).
12. Original Certified copies of ID's of the Director(s) **(Certification not older than 6 months from the closing date)**.
13. **In case of a Joint Venture**, Association or Consortium a formal contract agreement must be signed by both parties and be attached, and the following must be adhered to:
  - All of the above requirements must be for both entities.

**NB: FAILURE TO MEET ANY OF THE ABOVE REQUIREMENTS WILL LEAD TO IMMEDIATE DISQUALIFICATION,**



## Mandatory Compliance:

1. Submission of a bid price indicating a detailed breakdown.
2. Submission of a project proposal responding to the technical evaluation criteria
3. The 1st phase will be the evaluation of bids on functionality and during this stage bids that do not meet the minimum threshold for functionality will be disqualified and will not be considered for the second phase of evaluation, i.e.
4. Commercial evaluation based on price and specific goal. The 2nd phase evaluation will be on price points (90 points) and specific goal (10)
  - Price = 90 points
  - Specific goal = 10 points

## Phase 1: Functionality Evaluation

1. One service provider will be appointed for this assignment.
2. Service providers must meet the minimum threshold. Failure to meet the threshold in any of the deliverables will result in disqualification and the service provider not being considered for phase 2 evaluation.

**FUNCTIONALITY EVALUATION CRITERIA:**

No	Quality Criteria	Maximum Score	Evidence
1	<b>COMPANY EXPERIENCE:</b> Bidder's previous experience in finance lease  <i><b>NB: Attach signed and stamped appointment letter /instruction letter/ purchase order and reference letter</b></i>	40	Previous contracts (Above R10 million per appointment Letter/ purchase order and reference letters) = <b>10 Points</b>  Previous contracts (Below R10 million above R8 million per appointment letter/ purchase order & reference letters) = <b>05 Points</b>  <i><b>Attach signed and stamped appointment letter/ purchase order and reference letter</b></i>
2	<b>TECHNICAL CAPABILITIES</b>	20	Proof of fleet assessment conducted (maximum of 2 reference letters) = <b>(10 points per letter)</b>  <i><b>Attach signed and stamped reference letters for current &amp; or previous contracts</b></i>
3	<b>METHODOLOGY</b>	20	Methodology detailing/outlining the following: a) How subcontracting will be performed on which specific task or service under the main contract including percentages = 10 points b) Project management and supervision on subcontracted service provider = 10 points  <i><b>Attach detailed methodology</b></i>
4	<b>FINANCE LEASE EXPERTISE</b>	20	CV and qualifications: <b>Accountant responsible for compilation of amortization schedule:</b> <ul style="list-style-type: none"> <li>Qualification: Degree / B-Tech / National Diploma in Financial Accounting or relevant qualification</li> <li>3 years and above experience</li> </ul> <i><b>Attach CVs and certified copies of qualifications</b></i>
<b>Total points</b>			<b>100</b>
<b>Minimum qualifying points</b>			<b>70</b>

All technical enquiries should be directed to Manager: Fleet (Mr. M.P. Mthimunye at 013 262 3056 or [mmthimunye@emlm.gov.za](mailto:mmthimunye@emlm.gov.za))

## PHASE 2: PRICE AND PREFERENTIAL POINTS ALLOCATIONS

For quotes with a Rand value above R50 000 000, the preference point system of 90/10 will apply, where 90 points will be for **(Price)** and 10 points will be for **Specific Goals** in terms of section 2(1)(d) of the Preferential Procurement Policy Framework Act, 2000, (Act No 5 of 2000)

<b>Price</b>	<b>=</b>	<b>90 Points</b>
<b>Specific Goals</b>	<b>=</b>	<b>10 Points</b>
<b>Total</b>	<b>=</b>	<b>100 Points</b>

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
51% Black owned Company	5	
<b>Locality area of Supplier</b>	<b>Max 5</b>	
Within the area of Elias Motsoaledi Local Municipality	5	
Within the area of Sekhukhune District Municipality	3	
Within the area of Limpopo Province	2	
Within the Republic of South Africa	1	
<b>TOTAL POINTS</b>	<b>10</b>	

## CONCLUSION

Any false information given by the Prospective Service Provider and not meeting the minimum qualifying requirement, will lead to automatic disqualification of the PSP.

The council reserves the right to accept either the whole or part of any Bid, or not to appoint at all. Faxes or e-mail is not acceptable. Bidders will be required to show compliance with the New Preferential Procurement Regulation of 2022

## COMPULSORY MUNICIPAL BID DOCUMENTATION

MBD 1	: Invitation to tender
MBD 4	: Declaration of interest
MBD 5	: Declaration for procurement above R10 million Declaration for audited/reviewed annual financial statements
MBD 6.1	: Preference points in terms of Preferential Policy Regulations 2022
MBD 8	: Declaration of bidder's past supply chain management practices
MBD 9	: Certificate of Independent Bid Determine

**PART A  
INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (ELIAS MOTSOLEDI LOCAL MUNICIPALITY)**

BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
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DESCRIPTION	
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**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

**02 GROBLER AVENUE**

**GROBLERSDAL**

**0470**

**SUPPLIER INFORMATION**

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBE R		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBE R		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		<b>OR</b>	CSD No:	

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> 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			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
CONTACT PERSON	V MASILELA	CONTACT PERSON	S. MAHLANGU
TELEPHONE NUMBER	013 262 3056	TELEPHONE NUMBER	013 262 3056
E-MAIL ADDRESS	<a href="mailto:vmasilela@emlm.gov.za">vmasilela@emlm.gov.za</a>	E-MAIL ADDRESS	<a href="mailto:mmthimunye@emlm.gov.za">mmthimunye@emlm.gov.za</a>

## PART B

### TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, 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](http://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 | <input type="checkbox"/> | <input type="checkbox"/> |
| 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?                       | YES | NO | <input type="checkbox"/> | <input type="checkbox"/> |
| 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?      | YES | NO | <input type="checkbox"/> | <input type="checkbox"/> |
| 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?           | NO  |    | YES                      |                          |
| 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.**

**3. Service Providers Declaration and Privacy Notice**

- 3.1 I declare that I undertake to inform Elias Motsoaledi Local Municipality of any changes in my personal information.
- 3.2I, as a Service Provider of the Municipality hereby consent that the Municipality may collect, use, distribute, process my personal information for its business purposes, which may include, but is not limited to,
- 3.2.1 internal administrative processes pertaining to services rendered or goods provided to the Municipality;
  - 3.2.2 conducting service provider vetting; and
  - 3.2.3 rendering services or providing goods to Elias Motsoaledi Local Municipality.
- 3.3I also consent that the Municipality may share my personal information with the South African Revenue Service, Companies and Intellectual Property Commission, Department of Trade and Industry, Provincial Treasury, Black Economic Empowerment Commission, Competition Commission, South African Police Service, Banks, External Auditors, Suppliers Vetting Agencies, relevant governance structures, relevant government institutions and legal entities which may lawfully require such information for legal obligations.
- 3.4I understand that in terms of the Protection of Personal Information Act (POPIA) and other laws of the country, there are instances where my express consent is not necessary to permit the processing of personal information, which may be related to investigations, litigation, compliance with legislative requirements or when personal information is publicly available.
- 3.5I will not hold the Municipality responsible for any improper or unauthorised use of personal information that is beyond its reasonable control.
- 3.6I confirm that I have read the notice and understand the contents.

**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.**

4. I, the undersigned certify that the information furnished on this declaration form is correct.

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

## DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
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.

No.	Information	Please provide detail	
3.1	Full name of bidder or his or her representative		
3.2	Identity number		
3.3	Position occupied in the company (director, trustee, hareholder <sup>2</sup>		
3.4	Company registration number		
3.5	Tax reference number		
3.6	VAT registration number		
Note	<i>(The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.)</i>		
3.7	Are you presently in the service of the state?	Yes	No
	If yes, please furnish particulars :		
3.7.1	Name of director		
3.7.2	Service of state organization		



3.8	Have you been in the service of the state for the past twelve months?  If yes, please furnish particulars :	Yes No
3.8.1	Name of director	
3.8.2	Service of state organization	
3.9	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?  If yes, please furnish particulars :	Yes No
3.9.1	Name of person in the service of state	
3.9.2	Relationship	
3.10	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?  If yes, please furnish particulars :	Yes No
3.10.1	Name of person in the service of state	
3.10.2	Relationship	
3.11	<i>Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?</i>  If yes, please furnish particulars :	Yes No
3.11.1	Name of director	
3.11.2	Service of state organization	
3.12	Is any spouse, child or parent of the company's director trustees, managers, principle shareholders or stakeholders in service of the state?  If yes, please furnish particulars:	Yes No

3.12.1	Name of director		
3.12.2	Name of relative		
3.12.3	Relationship		
3.13	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?  If yes, please furnish particulars:	Yes	No
3.13.1	Name of director		
3.13.2	Related company		
Note:	<p>SCM Regulations:</p> <p>“<sup>1</sup>In the service of the state” means to be –</p> <p>(a) a member of –</p> <p>(i) any municipal council;</p> <p>(ii) any provincial legislature; or</p> <p>(iii) the national Assembly or the national Council of provinces;</p> <p>(b) a member of the board of directors of any municipal entity;</p> <p>(c) an official of any municipality or municipal entity;</p> <p>(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);</p> <p>(e) a member of the accounting authority of any national or provincial public entity; or</p> <p>(f) an employee of Parliament or a provincial legislature.</p> <p>“<sup>2</sup> 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.</p>		

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

Full Name	Identity Number	State Employee Number

#### 5. Service Providers Declaration and Privacy Notice

5.1 I declare that all the personal information furnished by me on this form is true and correct, and I undertake to inform Elias Motsoaledi Local Municipality of any changes in my personal information.

5.2 I, as a Service Provider of the Municipality hereby consent that the Municipality may collect, use, distribute, process my personal information for its business purposes, which may include, but is not limited to,

5.2.1 internal administrative processes pertaining to services rendered or goods provided to the Municipality.

5.2.2 conducting service provider vetting; and

5.2.3 rendering services or providing goods to Elias Motsoaledi Local Municipality.

5.3 I also consent that the Municipality may share my personal information with the South African Revenue Service, Companies and Intellectual Property Commission, Department of Trade and Industry, Provincial Treasury, Black Economic Empowerment Commission, Competition Commission, South African Police Service, Banks, External Auditors, Suppliers Vetting Agencies, relevant governance structures, relevant government institutions and legal entities which may lawfully require such information for legal obligations.

5.4 I understand that in terms of the Protection of Personal Information Act (POPIA) and other laws of the country, there are instances where my express consent is not necessary to permit the processing of personal information, which may be related to investigations, litigation, compliance with legislative requirements or when personal information is publicly available.

5.5 I will not hold the Municipality responsible for any improper or unauthorised use of personal information that is beyond its reasonable control.

5.6 I confirm that I have read the notice and understand the contents.

6. I, the undersigned certify that the information furnished on this declaration form is correct.

I accept that the state may act against me should this declaration prove to be false.

<b>NAME OF REP:</b> _____	<b>SIGNATURE:</b> _____
<b>DATE:</b> _____	<b>CAPACITY:</b> _____

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

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

		Tick applicable box	
1.	Are you by law required to prepare annual financial statements for auditing?	Yes	No
1.1	If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.	Yes	No
2.	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	Yes	No
2.1	If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.	Yes	No
2.2	If yes, provide particulars:		
3.	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	Yes	No
3.1	If yes, provide particulars:		
4.	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	Yes	No
4.1	If yes, provide particulars:		

**CERTIFICATION**

I, the undersigned certify that the information furnished on this declaration form is correct  
I accept that the state may act against me should this declaration prove to be false.

<b>NAME OF REPRESENTATIVE</b>	<b>AUTHORIZED SIGNATURE (UNDERSIGNED)</b>
<b>DATE</b>	<b>CAPACITY</b>

**AUDITED/INDEPENDENTLY REVIEWED ANNUAL FINANCIAL STATEMENT DECLARATION****SECTION A - COMPANY TYPE**

	Yes	No	Comment
Is the bidder a public company? Tick applicable box			If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years. If no, complete section B

**SECTION B - PUBLIC INTEREST (PI) SCORE COMPUTATION**

		Allocate points
Workforce (Number of employees in prior financial year) - 1 point per employee	Number:	
Third party liabilities – 1 point per R1 million (or portion of)	R	
Turnover – 1 point per R1 million (or portion of)	R	
Number of shareholders – 1 point per shareholder (irrespective of how many shares they hold individually).	Number:	

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**Total**

If the PI score is more than 350, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

If the PI score is less than 350, proceed to section C

**SECTION C**

Submit independently reviewed annual financial statements for the past three years or since the date of establishment if established during the past three years.

**CERTIFICATION**

I, the undersigned certify that the information furnished on this declaration form is correct  
I accept that the state may act against me should this declaration prove to be false.

Name of representative:	
Capacity:	
Authorised signature (undersigned)	
Date:	

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

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

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

### GENERAL CONDITIONS

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

**1.2 To be completed by the organ of state**

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The 90/10 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.



## DEFINITIONS

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

## FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right) & \mathbf{or} & Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) & \mathbf{or} & Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Company which at least 51% is owned by Black	10	
Locality area of Supplier	Max 5	
Within the area of Elias Motsoaledi Local Municipality	5	
Within the area of Sekhukhune District Municipality	3	
Within the area of Limpopo Province	2	
Within the Republic of South Africa	1	
<b>TOTAL POINTS</b>	<b>10</b>	

## DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a

fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

- (e) forward the matter for criminal prosecution, if deemed necessary

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

## DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this database were informed in writing of this restriction by the accounting officer / authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> and can be accessed by clicking on its link at the bottom of the home page</b></p>	Yes	No
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> by clicking on its link at the bottom of the home page.</b></p>	Yes	No
4.2.1	If so, furnish particulars:		

Item	Question	Yes	No
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.5.1	If so, furnish particulars:		
5.	<b>Service Providers Declaration and Privacy Notice</b>  5.1 I declare that I undertake to inform Elias Motsoaledi Local Municipality of any changes in my personal information. 5.2 I, as a Service Provider of the Municipality hereby consent that the Municipality may collect, use, distribute, process my personal information for its business purposes, which may include, but is not limited to, 5.2.1 internal administrative processes pertaining to services rendered or goods provided to the Municipality; 5.2.2 conducting service provider vetting; and 5.2.3 rendering services or providing goods to Elias Motsoaledi Local Municipality. 5.3 I also consent that the Municipality may share my personal information with the South African Revenue Service, Companies and Intellectual Property Commission, Department of Trade and Industry, Provincial Treasury, Black Economic Empowerment Commission, Competition Commission, South African Police Service, Banks, External Auditors, Suppliers Vetting Agencies, relevant governance structures, relevant government institutions and legal entities which may lawfully require such information for legal obligations. 5.4 I understand that in terms of the Protection of Personal Information Act (POPIA) and other laws of the country, there are instances where my express consent is not necessary to permit the processing of personal information, which may be related to investigations, litigation, compliance with legislative requirements or when personal information is publicly available.		

Item	Question	Yes	No
5.5	I will not hold the Municipality responsible for any improper or unauthorised use of personal information that is beyond its reasonable control.		
5.6	I confirm that I have read the notice and understand the contents.		

5.7 I, the undersigned certify that the information furnished on this declaration form is correct.

### **CERTIFICATION**

I, the undersigned 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.

<b>NAME OF REP:</b> _____	<b>SIGNATURE:</b> _____
<b>DATE:</b> _____	<b>CAPACITY:</b> _____

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This municipal bidding document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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:
  - 3.1. take all reasonable steps to prevent such abuse;
  - 3.2. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - 3.3. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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:

---

**(Tender Number and Description)**

in response to the invitation for the bid made by:

---

**(Name of Municipality / Municipal Entity)**

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

I certify, on behalf of: \_\_\_\_\_ that:

**(Name of Bidder)**

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> 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.

### **Service Providers Declaration and Privacy Notice**

10. I declare that I undertake to inform Elias Motsoaledi Local Municipality of any changes in my personal information.
11. I, as a Service Provider of the Municipality hereby consent that the Municipality may collect, use, distribute, process my personal information for its business purposes, which may include, but is not limited to,
  - 11.1 internal administrative processes pertaining to services rendered or goods provided to the Municipality;
  - 11.2 conducting service provider vetting; and
  - 11.3 rendering services or providing goods to Elias Motsoaledi Local Municipality.
12. I also consent that the Municipality may share my personal information with the South African Revenue Service, Companies and Intellectual Property Commission, Department of Trade and Industry, Provincial Treasury, Black Economic Empowerment Commission, Competition Commission, South African Police Service, Banks, External Auditors, Suppliers Vetting Agencies, relevant governance structures, relevant government institutions and legal entities which may lawfully require such information for legal obligations.
13. I understand that in terms of the Protection of Personal Information Act (POPIA) and other laws of the country, there are instances where my express consent is not necessary to permit the processing of personal information, which may be related to investigations, litigation, compliance with legislative requirements or when personal information is publicly available.

14. I will not hold the Municipality responsible for any improper or unauthorised use of personal information that is beyond its reasonable control.

15. I confirm that I have read the notice and understand the contents.

16. I, the undersigned certify that the information furnished on this declaration form is correct.

**<sup>3</sup> 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.**

17. 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**

## **GENERAL CONDITIONS OF CONTRACT**

The General Conditions of Contract are not included in this document and may be downloaded from the following website – [www.treasury.gov.za/legislation](http://www.treasury.gov.za/legislation)

## C2 PRICING SCHEDULE

### C2.1 PRICING INSTRUCTIONS

a) These pricing instructions provide the tenderer with guidelines and requirements with regard to the completion of the pricing schedule. These pricing instructions also describe the criteria and assumptions which will be assumed in the contract to have been taken into account by the tenderer when developing his prices.

b) The pricing schedule shall be read with all the documents which form part of this contract.

c) The following words have the meaning hereby assigned to them:

Words/Abbreviation	Meaning
Example: M	Meter

d) The rates to be inserted in the pricing schedule are to be full inclusive for the work described under the specification. Such rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit.

e) A rate is to be entered against each item in the Schedule of Fees and Disbursements. An item against which no rate is entered will invalidate your offer. Alterations must be acknowledged as per clause 2.11 of '1.3 STANDARD CONDITIONS OF TENDER'.

f) All rates and sums of money quoted in the pricing schedule shall be in Rands and whole cents. Fractions of a cent shall be discarded.

g) All travelling costs, accommodation, meals and other incidental costs are to be included in the time based costs.

h) Provisional amounts shall only be expended on the specific instruction of the Employer.

i) All prices and rates entered in the pricing schedule must be **exclusive of Value Added Tax (VAT)**.

j) If registered VAT is should be added at below the schedule. If not VAT registered indicate "zero" or "-"

k) Only firm prices will be accepted. Non-firm prices (including prices subject to rates of exchange variations) will not be considered.

l) In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.

- m) In cases of contract periods longer than 12 months and price adjustments is applicable, it will be based on CPI. If higher inflation is required indicate CPI + and number %.
- n) If the tender required firm (fixed prices) the amount indicated will be the tender amount.
- o) If the tender amount is payable at end of contract on delivery of goods and services, Scratch out total per month with N/A or “-“
- p) If the tender amount is based on rates, the tender will be awarded to the rate and the total contract amount will only be used for evaluation purposes.



**CATEGORY A: FML SUMMARY TABLE (ALL AUTOMATIC)**

DESCRIPTION	TYPE/SHAPE	QUANTITIES	UNIT PRICE EXCL VAT	TOTAL ANNUAL LEASE PRICE EXCL VAT
Passenger Vehicle (Spec: Annexure A)	15-Seater Passenger vehicle 2.5 – 3.0 diesel	2	R	R
Passenger Vehicle (Spec: Annexure B)	22-Seater AMT diesel	1	R	R
LDV (Spec Annexure C)	Double Cab 1.9 - 3.0 Diesel (no canopy required)	2	R	R
LDV (Spec Annexure D)	Single Cab 1.9-2.5 Diesel (no canopy required)	4	R	R
Truck (Spec Annexure E)	4 Ton truck with a Crew Cab AMT (no canopy required) Fire extinguisher required	2	R	R
Truck (Annexure F)	10m <sup>3</sup> Ten Cube tipper truck AMT (drawbar required)	3	R	R
Truck -Aerial Platform (Annexure G)	Cherry Picker (Min 4Ton) AMT (L Shaped tool box on the right side)	1	R	R
Refuse Compactor (Spec Annexure H)	Rear End Loading Compactor Crew Cab (Fire extinguisher required)	1	R	R
Skip Loader Truck (Spec: Annexure I)	Double Axles SM16E Skip Loader Truck (fire extinguisher and drawbar required)	1	R	R
SUV (Spec Annexure K)	VIP SUV Max Power:340hp and Max Torque 450NM AMT	3	R	R
Earthmoving Equipment (Spec Annexure N)	Motor Grader- Turbo Charged NPP:138kw (185 hp)	2	R	R
Earthmoving Equipment (Spec Annexure O)	Backhoe Loader - 4x4 net peak power: 68.4 Kw	2	R	R
<b>TOTAL TO BE CARRIED TO THE FINAL SUMMARY</b>				<b>R</b>

**CATEGORY B: FINANCE LEASE ALL AUTOMATIC (INSTALLMENT APPLICABLE FOR THREE YEARS, **NO ESCALATION ALLOWED**)**

DESCRIPTION	TYPE/SHAPE	QUANTITIES	TOTAL CAPITAL UNIT RATE (NO RESIDUAL VALUE) EXC VAT	ANNUAL INTEREST AMOUNT	TOTAL ANNUAL INSTALLMENT RATE EXC VAT
Earthmoving Equipment 1(Spec Annexure M)	Excavator Rated Power:118 Kw (B C -1,3m3 & W:21 800)	1	R	R	R
Earthmoving Equipment (Spec Annexure N)	Motor Grader- Turbo Charged NPP:138kw (185 hp)	4	R	R	R
Earthmoving Equipment (Spec Annexure O)	Backhoe Loader - 4x4 net peak power: 68.4 Kw	3	R	R	R
Skip Loader Truck (Spec: Annexure I)	Double Axles SM16E Skip Loader Truck	1	R	R	R
Refuse Compactor (Spec Annexure H)	Rear End Loading Compactor Crew Cab	1	R	R	R
Truck (Annexure F)	10m3 Ten Cube tipper truck AMT (no drawbar required)	3	R	R	R
LDV (Spec Annexure C)	Double Cab 1.9 - 3.0 Diesel	1	R	R	R
LDV (Spec Annexure D)	Single Cab 1.9-2.5 Diesel	3	R	R	R
LDV (Spec Annexure P)	Self propelled mechanical road sweeper 74hp	2	R	R	R
<b>TOTAL TO BE CARRIED TO THE FINAL SUMMARY</b>					<b>R</b>

Interest rate % (fixed) .....



**CATEGORY C: TOWING**

DESCRIPTION	KM	RATE PER KM
TOWING	1	R

**CATEGORY D: FLEET MANAGEMENT SYSTEMS**

FLEET MANAGEMENT SYSTEMS					
Item No.	Description	Unit of measure	Unit cost (Excl. VAT)	Est. QTY	Amount (Excl. VAT)
<b>1. VMT-Vehicle Management Technology (Tracking or telematics, Tag Reader &amp; DIT)</b>					
1.1	Installation fee	per vehicle	R	110	R
1.2	Annual fee	per vehicle	R	110	R
1.3	De-installation fee	per vehicle	R	110	R
<b>2. Electronic speed control</b>					
2.1	Installation fee	per vehicle	R	110	R
2.2	Annual fee	per vehicle	R	110	R
2.3	De-installation fee	per vehicle	R	110	R
<b>3. Fuel Anti-Siphoning Devices</b>					
3.1	Device & Installation fee	per vehicle	R	110	R
<b>TOTAL TO BE CARRIED TO THE FINAL SUMMARY</b>					R

## CATEGORY F: PROVISION OF TYRES

NO	DESCRIPTION	QTY	YEAR 1 UNIT PRICE EXCL VAT	YEAR 2 UNIT PRICE EXCL VAT	YEAR 3 UNIT PRICE EXCL VAT
1	TYRE 175 – 25	1	R	R	R
2	TYRE 1400 – 24	1	R	R	R
3	TYRE 295/35 R21 (RUN FLAT)	1	R	R	R
4	TYRE 185/65 R15	1	R	R	R
5	TYRE 195/65 R15	1	R	R	R
6	TYRE 275/70 R22.5	1	R	R	R
7	TYRE 295/80 R22.5	1	R	R	R
8	TYRE 275/40 R20 (RUN FLAT)	1	R	R	R
9	TYRE 245/70 R16	1	R	R	R
10	TYRE 205/70 R15	1	R	R	R
11	TYRE 750 R16 +TUBE & FLAP	1	R	R	R
12	TYRE 700 R16 + TUBE & FLAP	1	R	R	R
13	TYRE 195/60 R15	1	R	R	R
14	TYRE 205/55 R16	1	R	R	R
15	TYRE 195 R14C (8PR)	1	R	R	R
16	TYRE 11 R22.5	1	R	R	R
17	TYRE 315/80 R22.5 (FRONT & REAR)	1	R	R	R
18	TYRE (TLB FRONT) 125/80 R18	1	R	R	R
19	TYRE (TLB REAR) 169-28	1	R	R	R
<b>TOTAL TO BE CARRIED TO THE FINAL SUMMARY</b>			<b>R</b>	<b>R</b>	<b>R</b>

**FINAL SUMMARY OF BID PRICES:**

CATEGORIES	DESCRIPTION OF SERVICE	YEAR 1	YEAR 2	YEAR 3
CATEGORY A	FULL MAINTENANCE LEASE	R	R	R
CATEGORY B	FINANCE LEASE (NO ESCALATION)	R	R	R
CATEGORY D	FLEET MANAGEMENT SYSTEMS	R	R	R
CATEGORY E	PROVISION OF TYRES (AS AND WHEN REQUIRED)	R	R	R
CATEGORY F	BRANDING – (AS AND WHEN REQUIRED) PER VEHICLE	R	R	R
	BRANDING – STICKERS (AS AND WHEN REQUIRED) PER VEHICLE	R	R	R
TOTAL EXCLUDING VAT		R	R	R
VAT 15%		R	R	R
GRAND TOTAL BEFORE CATEGORY C		R	R	R
CATEGORY C	TOWING (AS AND WHEN REQUIRED)	R	R	R
TOTAL (TO BE CARRIED OVER TO THE FORM OF OFFER)		R	R	R
<b>GRAND TOTAL (YEAR 1 + 2 + 3)</b>		<b>R</b>		

**Note:**

- QUANTITIES INDICATED ABOVE ARE FOR EVALUATION PURPOSES ONLY
- NB: ANNUAL ESCALATION PRICE IS FIXED, STARTING ON THE SECOND YEAR OF THE CONTRACT. NO ESCALATION WILL BE APPLIED IN THE FIRST YEAR.
- ALLOCATION OF WORK WILL BE LIMITED TO THE AVAILABLE BUDGET
- ALL THE DISCOUNTS AND BENEFITS MUST BE PASSED ON TO THE MUNICIPALITY
- DETAILED SPECIFICATIONS OF EACH TYPE OF A VEHICLE IS CONTAINED IN THE SCOPE OF WORK
- OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID
- UNIT RATE PER VEHICLE FOR ANTI SIPHONING DEVICES AND SPEED CONTROLLERS WILL BE USED ON ALL THE TYPES VEHICLES
- UNIT RATE FOR THE VMT WILL BE APPLICABLE FOR MUNICIPAL OWNED FLEET AND FINANCE LEASE FLEET.
- NO INSURANCE IS REQUIRED FOR FL VEHICLES

### **C3        SCOPE OF WORKS**

#### **1. INTRODUCTION AND BACKGROUND**

#### **2. FUNCTIONAL SPECIFICATIONS OF FML AND FL FLEET**

##### **2.1.        ANNEXURE A - 15-SEATER - PASSENGER VEHICLE**

###### **2.1.1.     Description of the goods required**

Provision of a auto transmission 2.5 to 3.0 Liters engine 15-Seater Passenger vehicle on a Full Maintenance Lease.

- The vehicle shall be a new, currently advertised and produced product of a well-established manufacturer of this type of product.
- The vehicle and equipment are to comply in all respects with the Road Traffic Ordinance and will be complaint with registrations as required by the NATIS system.

###### **2.1.2.     Minimum Technical Specification**

###### **A. ENGINE**

- The engine shall be longitudinal inline 4
- The mini bus shall also be equipped with radiator, cooling fan and all other
- standard accessories
- The engine shall be diesel powered, have 4 cylinders (minimum) with a
- minimum capacity of 2694cc.(111kw@4800 RPM)
- The engine shall have the following filters:

- Air - Air filter
- Fuel - replaceable filters
- Oil - full flow replaceable filter

###### **B. FUEL TANK CAPACITY**

- Min 40 - Max 60 liters
- Tank material : Steel

###### **C. CLUTCH**

- Auto heavy duty clutch.

###### **D. Transmission /Differential**

The transmission shall be of a direct design and shall offer manually selected forward and reverse gears. Five forward gears and one reverse gear.

###### **E. BRAKES        :**

- Brakes : Braking system with EBD
- ABS        : Required

## F. STEERING

Power assisted steering must be fitted

## G. SAFETY AND SECURITY

- Driver and passenger airbags
- Immobiliser system
- Alarm and central locking with remote controller

## H. WINDOWS

Electric windows - Compulsory on the front windows

## I. WHEEL SPANNER AND A JACK

- Must be fitted in the vehicle

## J. INSTRUMENTATION

- Engine temperature gauge
- Electrical fuel gauge
- Alternator warning light
- Engine oil pressure warning light

## K. WARRANTY

Minimum : 3 years or 180 000 KM Warranty to be managed by the appointed service provider

## L. Clutch

Automatic transmission is to be factory fitted to this vehicle.

## M. Electrical system

Immobiliser system must be fitted as standard equipment.

## N. COLOUR

White

## O. Branding

Standard decal branding with stickers on both sides of vehicle.

## P. Service Plan

Normal wear and tear on all the types of services, maintenance and repairs shall be covered on an FML contract.

## **Fire extinguisher**

Fire Extinguisher to be included as it appears in the BOQ (Dry Powder Type).

### 2.1.3. **EMLM head office**

## **2.2. ANNEXURE B 22 Seater Passenger Vehicle**

### **2.2.1. Description of the goods required**

Provision of a auto transmission 2.5 to 3.0 Liters engine 22 Seater Passenger vehicle on a Full Maintenance Lease.

- The vehicle shall be a new, currently advertised and produced product of a well-established manufacturer of this type of product. .
- The vehicle and equipment are to comply in all respects with the Road Traffic Ordinance and will be complaint with registrations as required by the NATIS system.

### **2.2.2. Minimum Technical Specification**

#### **A. ENGINE**

- The engine shall be longitudinal inline 4
- The mini bus shall also be equipped with radiator, cooling fan and all other
- standard accessories
- The engine shall be diesel powered, have 4 cylinders (minimum) with a
- minimum capacity of 2694cc.(111kw@4800 RPM)
- The engine shall have the following filters:
  - Air - Air filter
  - Fuel - replaceable filters
  - Oil - full flow replaceable filter

#### **B. FUEL TANK CAPACITY**

- Min 40 - Max 60 liters
- Tank material: Steel

#### **C.CLUTCH**

- Auto heavy-duty clutch.

#### **D. Transmission /Differential**

The transmission shall be automatic

#### **E. BRAKES :**

- Brakes: Braking system with EBD
- ABS : Required

#### **F. STEERING**

Power assisted steering must be fitted

#### **G. SAFETY AND SECURITY**

- Driver and passenger airbags
- Immobiliser system
- Alarm and central locking with remote controller

#### H. WINDOWS

Electric windows - Compulsory on the front windows

#### I. WHEEL SPANNER AND A JACK

- Must be fitted in the vehicle

#### J. INSTRUMENTATION

- Engine temperature gauge
- Electrical fuel gauge
- Alternator warning light
- Engine oil pressure warning light

#### K. WARRANTY

Minimum : 3 years or 180 000 KM Warranty to be managed by the appointed service provider

#### L. Clutch

Automatic transmission is to be factory fitted to this vehicle.

#### M. Electrical system

Immobiliser system must be fitted as standard equipment.

#### N. COLOUR

White

#### O. Branding

Standard decal branding with stickers on both sides of vehicle.

#### P. Service Plan

Normal wear and tear on all the types of services, maintenance and repairs shall be covered on an FML contract.

#### **Fire extinguisher**

Fire Extinguisher to be included as it appears in the BOQ (9kg Dry Powder Type).

#### 2.2.3. DELIVERY

##### **EMLM head office**

## 2.3. ANNEXURE C Double Cab 1.9 - 3.0 Diesel

### 2.3.1. Description of the goods required

1. Provision of auto transmission 2.0 to 3.0 liters engine, LDV DOUBLE CAB WITH A CANOPY on a Full Maintenance Lease.

- The vehicle shall be a new, currently advertised and produced product of a well-established manufacturer of this type of product.
- The vehicle and equipment are to comply in all respects with the Road Traffic Ordinance and will be complaint with registrations as required by the NATIS system.

### 2.3.2. Minimum Technical Specification

#### A. ENGINE

- I. The engine shall be a commercial water-cooled four-cycle diesel engine
- II. The LDV shall also be equipped with radiator, cooling fan and all other standard accessories
- III. The engine shall be diesel powered, have 4 cylinders (minimum) with a minimum capacity of 2499cc.(85kw)
- IV. The engine shall have the following filters:

- Air - Air filter
- Fuel - replaceable filters
- Oil - full flow replaceable filter

#### B. FUEL TANK CAPACITY

- Min 40 - Max 80 litters
- Tank material : Steel

#### C.CLUTCH

- Automatic

#### D.WHEEL & TYRES

- Rear: Tyres suitable for road usage must be provided, minimum 245/75 15 inch.
- Front: Tyres suitable for road usage must be provided, minimum 245/75 15 inch.
- A spare tyre, per model, for the front and rear respectively, and the suitable rims must be bid as **standard equipment**.

#### E. BRAKES :

- Brakes : Braking system with EBD
- ABS : Required



## F. STEERING

Power assisted steering must be fitted

## G. SAFETY AND SECURITY

- Driver and passenger airbags
- Immobiliser system
- Alarm and central locking with remote controller

## H. WINDOWS

Electric windows - Compulsory on the front windows

## I. WHEEL SPANNER AND A JACK

- Must be fitted in the vehicle

## J. INSTRUMENTATION

- Engine temperature gauge
- Electrical fuel gauge
- Alternator warning light
- Engine oil pressure warning light

## K. WARRANTY

Minimum : 3 years or 90 000 KM Warranty to be managed by the appointed service provider

## L. Clutch

Automatic transmission is to be factory fitted to this vehicle.

## M. Electrical system

Immobiliser system must be fitted as standard equipment.

## N. COLOUR

White

## O. Branding

Standard decal branding with stickers on both sides of vehicle.

## P. Service Plan

Normal wear and tear on all the types of services, maintenance and repairs shall be covered on an FML contract.

### 2.3.3. DELIVERY

#### **EMLM Head Office**

### **2.4. ANNEXURE D Single Cab 1.9-2.5 Diesel**

#### 2.4.1. DESCRIPTION OF THE GOODS REQUIRED

Provision of a auto transmission 1.9 to 2.5 Liters engine, LDV Single CAB on a Full Maintenance Lease.

The vehicle shall be a new, currently advertised and produced product of a well-established manufacturer of this type of product

The vehicle is to comply in all respects with the Road Traffic Ordinance and will be complaint with registrations as required by the NATIS system. This includes all the requirements for equipment that must be part of or fitted to the vehicle.

#### 2.4.2. DETAILED SPECIFICATIONS

##### a. Engine

- I. The engine shall be a commercial water-cooled four-cycle diesel equipped with radiator, cooling fan and all other standard accessories
- II. The engine shall be diesel powered, have 4 cylinders (minimum) with a minimum capacity of 2450.
- III. The engine shall have the following filters:
  - Air - Air filter
  - Fuel - replaceable filters
  - Oil - full flow replaceable filter
  - Hydraulic Filter replaceable filter

##### b. Clutch

Standard - heavy duty clutch.

##### c. Transmission

The transmission shall be of a direct design and shall offer manually selected forward and reverse gears. Five forward gears and one reverse gear.

##### d. Brakes

A parking brake with hand lever shall be provided.

##### e. Steering

Power assisted steering must be fitted as standard

##### f. Wheels and Tyres

- Rear: Tyres suitable for road usage must be provided, minimum 16 inch.
- Front: Tyres suitable for road usage must be provided, minimum 16 inch.
- A spare tyre, per model, for the front and rear respectively, and the suitable rims must be bid as **standard equipment**.
- Vehicles with the same size rear and front wheel shall receive preference

##### g. Instrumentation

- Engine temperature gauge

- Electrical fuel gauge
- Alternator warning light
- Engine oil pressure warning light
- Engine temperature gauge
- Electrical fuel gauge
- Alternator warning light
- Engine oil pressure warning light

#### **h. Canopy**

- Full door at back with window.
- Two lockable doors that can open on each side, one metal and one glass (window) doors on each side.
- One toolbox on each side as on the photo, which can be accessed from the side. The toolbox on the right-hand side must be in front and the box on the left-hand side at the rear.
- Lockable link stick holder (1.8 x 0.16 meters), mounted to the side of the canopy.

#### **i. Rubber-lined**

- Load Body Protection Entire load body must be rubber-lined (rubberizing) with a commercially available polyurethane rubber coating, minimum 5mm thick.

#### **j. Warranty**

The vehicle must have a manufacturers warranty of at least 3 years or 90 000 km, which ever occurs first.

#### **k. Spares**

Spares must be freely available in S.A.

#### **l. Colour**

Vehicle and canopy must be painted **WHITE**

#### **m. Branding**

Standard decal branding with stickers on both sides of vehicle.

#### **n. Service Plan**

Normal wear and tear on all the types of services, maintenance and repairs shall be covered on an FML contract.

#### **2.4.3. DELIVERY**

##### **EMLM Head Office**

#### **2.5. ANNEXURE E - 4 Ton truck with a Crew Cab AMT**

##### **2.5.1. DESCRIPTION OF THE GOODS REQUIRED**

Provision of a auto transmission 4 Ton truck with a Crew Cab on a Full Maintenance Lease.

The vehicle shall be a new, currently advertised and produced product of a well-established manufacturer of this type of product

The vehicle is to comply in all respects with the Road Traffic Ordinance and will be complaint with registrations as required by the NATIS system. This includes all the requirements for equipment that must be part of or fitted to the vehicle.

## 2.5.2. DETAILED SPECIFICATION

### Engine

(i) The engine shall be a commercial water-cooled four-cycle diesel as per

#### **PART 1, ITEM C. DETAILS OF EQUIPMENT OFFERED**

The Truck shall also be equipped with radiator, cooling fan and all other standard accessories

(ii) The engine shall have 4 cylinders (minimum) with a minimum capacity of 4300cm<sup>3</sup>.

(iii) The engine shall have the following filters:

- a. Air - Air filter.
- b. Fuel - replaceable filters.
- c. Oil - full flow replaceable filter.
- d. Hydraulic Filter replaceable filter.

### Clutch

Automatic

### Transmission

The transmission shall be of a direct design and shall offer automatic solution .

### Brakes

A parking brake with hand lever shall be provided.

### Steering

Power assisted steering must be fitted as standard

### Wheels and Tyres

- Rear: Tyres suitable for road usage must be provided, minimum 15 inch.
- Front: Tyres suitable for road usage must be provided, minimum 15 inch.
- Spare tyres, per model, for the front and rear respectively, and the suitable rims must be bid as **standard equipment**.
- Vehicles with the same size rear and front wheel shall receive preference

### Instrumentation

- Engine temperature gauge
- Electrical fuel gauge
- Alternator warning light
- Engine oil pressure warning light

## **Warranty**

The vehicle must have a manufacturers warranty of at least 3 years or 90 000 km, which ever occurs first.

## **Spares**

Spares must be freely available in S.A.

## **Colour**

## **White**

## **Branding**

Standard decal branding with stickers on both sides of vehicle.

## **Service Plan**

Normal wear and tear on all the types of services, maintenance and repairs shall be covered on an FML contract.

### **2.5.3. DELIVERY**

EMLM Head Office

## **2.6. ANNEXURE F 10m3 Ten Cube tipper truck automatic**

### **2.6.1. DESCRIPTION OF THE SERVICES REQUIRED**

Ten cube tipper truck automatic.

The vehicle shall be a new, currently advertised and produced product of a well-established manufacturer of this type of product.

The vehicle is to comply in all respects with the Road Traffic Ordinance and will be complaint with registrations as required by the NATIS system. This includes all the requirements for equipment that must be part of or fitted to the vehicle.

### **2.6.2. DETAILED SPECIFICATIONS**

#### **2.6.2.1. Engine:**

The engine shall be a commercial water-cooled four-cycle diesel as per details of equipment offered, **PART 1, ITEM C. DETAILS OF EQUIPMENT OFFERED**. The truck shall also be equipped with radiator, cooling fan and all other standard accessories

The engine shall have a minimum of 6 cylinders (minimum) and a minimum output of at least 120Kw.

The engine shall be equipped with a mechanical or electronic governor.

The engine shall have the following filters:

- Air - Air filter
- Fuel - replaceable filters
- Oil - full flow replaceable filter

The truck shall be equipped with the following protective devices:

- A sectional relief valve in case of coolant loss
- Low oil pressure protection
- Excessively high operating temperature protection
- Turbo protection if necessary

#### **2.6.2.2. Clutch**

Automatic with separate controls for transmission and PTO shall be standard equipment

#### **2.6.2.3. Transmission**

Automatic

#### **2.6.2.4. Brakes**

2.6.2.4.1. Brakes must be air operated and an exhaust brake must be fitted.

2.6.2.4.2. A parking brake with hand lever shall be provided.

#### **2.6.2.5. Cab**

2.6.2.5.1. Full forward control lift cab with an easily and readily accessible engine must be provided for.

#### **2.6.2.6. Chassis**

2.6.2.6.1. A heavy duty SABS approved towing hook must be fitted to the front and the rear of the chassis.

2.6.2.6.2. A lockable battery bracket must be fitted.

#### **2.6.2.7. Warning Lights and Electrical system**

2.6.2.7.1. One amber rotating light must be fitted on the top of the cab, the light must be visible and not prone to damage during ordinary use.

2.6.2.7.2. Complete lighting system and trailer coupling (7 point) must be fitted.

#### **2.6.2.8. Steering**

Power assisted steering must be fitted

#### **2.6.2.9. Wheels and Tyres**

Rear: Tyres suitable for road usage must be provided.

Front: Tyres suitable for road usage must be provided

Spare Shall be of the same type of tyre, and rim, as above and shall be fitted as standard. Vehicles with the same size rear and front wheel shall receive preference

#### **2.6.2.10. Instrumentation**

Tachometer

Engine temperature gauge  
Electrical fuel gauge  
Alternator warning light  
Engine oil pressure warning light

#### **2.6.2.11. Service and Warranty**

Normal wear and tear on all the types of services, maintenance and repairs shall be covered on an FML contract.

#### **2.6.2.12. Spares**

Spares must be freely available in S.A.

#### **2.6.2.13.       Colour**

White

#### **2.6.2.14.       Branding**

Standard decal branding with stickers on both sides of vehicle.

#### **2.6.2.15. Service Plan**

Normal wear and tear on all the types of services, maintenance and repairs shall be covered on an FML contract.

#### **Fire extinguisher**

Fire Extinguisher to be included as it appears in the BOQ (9kg Dry Powder Type).

#### **2.6.2.16. DELIVERY**

EMLM

### **2.7.       ANNEXURE G Cherry Picker (Min 4Ton) AMT**

#### **2.7.1.   DESCRIPTION OF THE GOODS REQUIRED**

Provision of an auto transmission Aerial Platform(Cherry Picker) 4 Ton truck with a Crew Cab on a Full Maintenance Lease.

The vehicle shall be a new, currently advertised and produced product of a well-established manufacturer of this type of product

The vehicle is to comply in all respects with the Road Traffic Ordinance and will be complaint with registrations as required by the NATIS system. This includes all the requirements for equipment that must be part of or fitted to the vehicle.

#### **2.7.2.   DETAILED SPECIFICATION**

## Engine

The engine shall be a commercial water-cooled four-cycle diesel as per

### **PART 1, ITEM C. DETAILS OF EQUIPMENT OFFERED**

The Truck shall also be equipped with radiator, cooling fan and all other standard accessories

(iv) The engine shall have 4 cylinders (minimum) with a minimum capacity of 4300cm<sup>3</sup>.

(v) The engine shall have the following filters:

- a. Air - Air filter.
- b. Fuel - replaceable filters.
- c. Oil - full flow replaceable filter.
- d. Hydraulic Filter replaceable filter.

## Clutch

Automatic

## Transmission

The transmission shall be of a direct design and shall offer automatic solution .

## Brakes

A parking brake with hand lever shall be provided.

## Steering

Power assisted steering must be fitted as standard

## Wheels and Tyres

- Rear: Tyres suitable for road usage must be provided
- Front: Tyres suitable for road usage must be provided
- Spare tyres, per model, for the front and rear respectively, and the suitable rims must be bid as **standard equipment**.
- Vehicles with the same size rear and front wheel shall receive preference

## Instrumentation

- Engine temperature gauge
- Electrical fuel gauge
- Alternator warning light
- Engine oil pressure warning light

## Warranty

The vehicle must have a manufacturers warranty of at least 3 years or 90 000 km, which ever occurs first.

## Spares

Spares must be freely available in S.A.

### 2.7.3. Load Body



## **The supply and fitment of a Aerial platform and load body to suit installation.**

### **2.7.4. MINIMUM SPECIFICATIONS FOR MOBILE AERIAL PLATFORM**

- Working height: Minimum of 12m
- Working load: 250kg – 2 man
- Horizontal Outreach: Minimum of 6m at 8m working height

#### **Telescopic outriggers**

- (i) Quantity required: 4
- (ii) Each individually controlled;
- (iii) Frame of outriggers must be an integral part of the sub frame;
- (iv) Must be controlled and powered by hydraulics;
- (v) “L” frame arranged and deployed horizontally by hydraulics stabilised with leg lock valve.
- (vi) All four outriggers must retract within the body width of the vehicle.

#### **Basket**

- (i) The entrance into the basket must be fitted with a door.
- (ii) Material to be used: fiberglass
- (iii) Basket size 1200 x 750 x 1100(W x D x H)
- (iv) A toolbox must be provided in the basket for loose tools.
- (v) Provision must be made inside the basket for the operator to hook in his safety belt.

#### **Controls**

Two control system – both in the basket and from ground level.

#### **Rotation**

Rotating 360 degrees non-continuous.

#### **Primary power source**

- (i) An auxiliary diesel engine;
- (ii) Electric start/stop control from the cage;
- (iii) Electric start/stop for the auxiliary engine fitted to the basket control.

#### **Emergency**

Emergency lowering valves (manually operated) fitted at both ground and basket control stations.

#### **Safety**

Must comply with the Machinery and Occupational Act.

#### **Test certificate**

Test certificate must be supplied.

#### **Guarantee**

Minimum of 12 months on workmanship, materials and design.

### **Spares**

Spares must be freely available in S.A.

### **Price**

- |       |  |
|-------|--|
| (i)   | The bid prices must include the installation of the aerial platform.       |
| (ii)  | Complete load body with 400mm drop sides.                                  |
| (iii) | Toolbox on load body with access from the top.                             |
| (iv)  | Lockable doors.  |
| (v)   | Steps to enter the basket.   |
| (vi)  | Ladder for access to the load body on the side to the rear of the vehicle. |
| (vii) | The Vehicles GVM must be approximately 6500kg.                             |

### **Colour**

**WHITE**

### **Branding**

Standard decal branding with stickers on both sides of vehicle.

### **Service Plan**

Normal wear and tear on all the types of services, maintenance and repairs shall be covered on an FML contract.

### **Fire extinguisher**

Fire Extinguisher to be included as it appears in the BOQ (9kg Dry Powder Type).

### **2.7.5. DELIVERY**

EMLM Head Office

## **2.8. ANNEXURE H Rear End Loading Compactor Crew Cab**

Description of the goods required

1. Provision of an automatic transmission 20.5m<sup>3</sup> Rear end loading refuse compactor truck with a crew cab as per the specification on a Full Maintenance Lease.
  - The vehicle and equipment shall be a new, currently advertised and produced product of a well-established manufacturer of this type of product.
  - The vehicle and equipment are to comply in all respects with the Road Traffic Ordinance and will be complaint with registrations as required by the NATIS system.
2. Complete vehicle chassis

## 2.1 Engine

2.1.1 The engine shall be a commercial water-cooled four-cycle diesel.

2.1.2 The Truck shall also be equipped with radiator, cooling fan and all other standard accessories.

2.1.3 Engine must be protected by a sectional relief valve in case of lubricant or coolant loss.

2.1.4 A six cylinder 4-Stroke intercooler turbocharged diesel engine with direct injection and pressure lubricated is required.

2.1.5 A minimum engine out put of no less than 205 KW

2.1.6 The engine shall have the following filters:

a) Air filter/ air cleaner – a 2 stage air filter / cleaner with safety element and pre-cleaner must be fitted.

b) Fuel - replaceable filters including water separators.

c) Oil - full flow replaceable filter.

d) Hydraulic Filter replaceable filter

## 2.3 Transmission

An Automatic Allison transmission must be fitted to the chassis, the manufacturer will guarantee that the gearbox will be compatible with the engine and maximum load capacity. Double deef rear axles 6x4 self propelled.

## 2.4 Brakes

2.4.1 A parking brake with hand lever shall be provided.

2.4.2 Piping and couplers must be included for auxiliary brakes (trailer)

2.4.3 Air operated brakes and exhaust brake must be fitted as standard.

## 2.5 Steering

Power assisted steering must be fitted as standard,

## 2.6 Electrical system

Immobiliser system must be fitted as standard equipment.

## 2.7 Wheels and Tyres

2.7.1. Rear: Tyres suitable for road usage must be provided.

2.7.2. Front: Tyres suitable for road usage must be provided.

2.7.3. A spare tyres, per model, for the front and rear respectively, and the suitable rims must be tendered as standard equipment.

2.7.5. A suitable 30 Ton bottle jack and wheel spanner with an extended handle must be fitted as standard

## 2.8 Instrumentation Minimum requirements :

2.8.1. Engine temperature gauge

2.8.2. Electrical fuel gauge

2.8.3. Alternator warning light

2.8.4. Engine oil pressure warning light

2.8.5. Odometer and Rev Counter

2.8.6. Warning system for when PTO or other equipment is activated must be fitted

## 2.8.7 SPEC FOR CREW CAB (20.5m<sup>3</sup>)

- A steel two door cab with an extended crew cab, accommodating four additional crew members, is required. The crew cab shall be constructed to ensure optimal safety and comfort for the crew and be a complete one piece design. The rear section of the crew cab shall be manufactured from GRP.
- An SABS test certificate shall be supplied upon delivery of the vehicle.
- All seats shall be fitted with SABS approved seat belts. The extended crew cab shall be equipped with a bench seat fitted with backrests.
- Grab handles shall be fitted to the sides of the cabin to assist crew when climbing into the cab. The cab shall be fitted with roof mounted internal lighting.
- The crew cab will have two doors of the forward hinged type with roll down windows.
- All doors shall be lockable. A safety glass front windscreen shall be fitted. Access to the cab shall be via steps covered with non slip tread plate. The steps shall form an integral part of the cab.
- In addition to the crew cab, reaching steps and grab handles must be provided on each side of the tailgate, allowing standing room for two members of the crew per side.

## 2.9 Equipment and accessories

### 2.9.1. COMPACT UNIT – BODY

- Capacity – 20.5m<sup>3</sup> minimum compacted refuse as per supplier's specifications.
- Material – The body must be manufactured from corrosive resistant steel, together with high yield strength and abrasion resistant steels in critical wear areas. The floor is to be supported by pressed sections, placed to maintain support, while at the same time allowing the necessary flexibility of the structure in coordination with the vehicle chassis design.
- Roof and sides – Pressure during compaction which tends to deform the body must be offset by the structural the design.
- Floor construction – Rolled floor edges, forming the sides are preferred. The floor must be water treated.
- Inside finish – All welding must be continuous to avoid crevices. All joints must be smoothly finished.
- Exterior – All welding must be continuous for strength and neatness, water pockets must be eliminated.
- Ejection of load – The load must be ejected in one continuous thrust; ejection system must be suited to the handling of general waste and ash.
- All the hydraulics must be of industrial types
- The height of the compactor shall not exceed 2100mm and the width of the body shall not exceed 2240mm
- The fitment of three Orange rotating beacon lights must be tendered and fitted to the vehicle. Two lights are to be fitted at the rear of the vehicle and one light to the front of the vehicle.

### 2.9.2. TAIL GATE AND HOPPER

- Hopper capacity – A full width stationery hopper with capacity in excess of 1.80 m<sup>3</sup> with loading height below the truck chassis is preferred. Hopper design must offer adequate prevention against refuse spillage during loading operations.
- The unit must be fitted with the Top Reef System suitable for the loading of 5.5m<sup>3</sup> / 6m<sup>3</sup> refuse containers.
- Compacting cycle – The operator must be given safe positive control over compacting cycle and the cycle must be of the shortest possible duration.

- Maintenance – All hydraulic cylinders must operate without any direct contact with refuse. Pipes and wiring must not be exposed and must be side wall mounted to prevent any incidental damage.
- Pack-ability – The maximum legally possible payload must be attained.
- Safety – Compactor bodies offered must have built in safety features.

### 2.9.3. SPECIFICATIONS FOR BIN LIFTERS.

Kindly provide us with the following bin lifting mechanism quote

LIFTER TYPE: Low Level (Height adjustable)  
 BIN TYPE: 2 x 240 liter, Arm lifter for 1.75m<sup>3</sup> bins  
 CYCLE TIME: 8 seconds (min.)  
 TIPPING ANGLE : 45 degrees  
 LIFTING CAPACITY: 400 kg  
 HYDRAULIC PRESSURE: 200 bar  
 HYDRAULIC FLOW: 18 liter/min max. (for 8 sec. cycle time)  
 NOISE LEVEL: < 72 dBA  
 SHIPPING DIMENSIONS: 1615 x 615 x 455mm  
 LIFTER MASS: 220 kg

### 2.10 COLOUR

White

#### 2.10.1 Branding

Standard decal branding with stickers on both sides of vehicle

### 2.11 Service Plan

Normal wear and tear on all the types of services, maintenance and repairs shall be covered on an FML contract.

### 2.12 DELIVERY

EMLM Head Office

## 5. Information to be provided with the bid

Sketches, photos and illustrations must accompany the tender documents.

Tenderer's shall clearly indicate whether production of any of the items offered will be stopped or

revised during the twelve (12) months period after the acceptance of tender, if applicable.

Tenderer's who fail to supply such details will be held responsible for the replacement of such vehicles and / or equipment.

## 6. Manuals

The successful tenderer shall supply the following manuals free of charge for as well as for the accompanying equipment on the vehicle, where applicable:

- (i) One (1) only operators manual
- (ii) Two (2) only maintenance manuals
- (iii) Two (2) only spare parts manuals

(iv) Two (2) only workshop maintenance manual

## 8. Pricing Guidelines

The total FML cost must include delivery to the municipal workshop and VAT

## 18. WARRANTY REQUIRED

The vehicle must have a manufacturer's warranty of at least 3 years or 90 000 km, whichever occurs first and the warranty will be administered by the preferred bidder.

## 2.9. ANNEXURE I Double Axles SM16E Skip Loader Truck

### **Description of the goods required**

- a) The equipment shall be a new, currently advertised and produced product of a well-established manufacturer of this type of product by an accredited dealer.
- b) The equipment is to comply in all respects with the Road Traffic Ordinance and will be compliant with registrations as required by the NATIS system.
- c) Bidders must submit with their bids specifications and drawings to ensure that the equipment offered, complies with the Council's requirements.
- d) The successful Tenderer must register and fit licence plates to the truck prior to delivery.

### **Complete vehicle chassis**

#### **Engine**

The engine shall be a commercial water-cooled four-cycle diesel.

The Truck shall also be equipped with radiator, cooling fan and all other standard accessories.

Engine must be protected by a sectional relief valve in case of lubricant or coolant loss.

A six cylinder 4-Stroke intercooler turbocharged diesel engine with direct injection and pressure lubricated is required.

A minimum engine output of no less than 205 KW

The engine shall have the following filters:

- a) Air filter/ air cleaner – a 2 stage air filter / cleaner with safety element and pre-cleaner must be fitted.
- b) Fuel - replaceable filters including water separators.
- c) Oil - full flow replaceable filter.
- d) Hydraulic Filter replaceable filter

#### **Clutch**

An automatic transmission is to be factory fitted to this vehicle and a PTO drive shall be standard equipment on this transmission. **NO** manually operated clutch vehicles will be considered.

#### **Transmission**

An Automatic Allison transmission must be fitted to the chassis, the manufacturer will guarantee that the gearbox will be compatible with the engine and maximum load capacity. Double deck rear axles 6x4 self propelled.

## **Brakes**

- A parking brake with hand lever shall be provided.
- Piping and couplers must be included for auxiliary brakes (trailer)
- Air operated brakes and exhaust brake must be fitted as standard.

## **Steering**

Power assisted steering must be fitted as standard,

## **Electrical system**

Immobiliser system must be fitted as standard equipment.

## **Wheels and Tyres**

Rear: Tyres suitable for road usage must be provided.

Front: Tyres suitable for road usage must be provided.

A spare tyres, per model, for the front and rear respectively, and the suitable rims must be tendered as standard equipment.

Vehicles with the same size rear and front wheel shall receive preference

A suitable jack and wheel spanner with an extended handle must be fitted as standard

## **Instrumentation Minimum requirements**

Engine temperature gauge

Electrical fuel gauge

Alternator warning light

Engine oil pressure warning light

Odometer and Rev Counter

Warning system for when PTO or other equipment is activated must be fitted

## **Equipment and accessories**

### **• SPECIFICATIONS FOR BIN LIFTER**

<b>CAPACITY &amp; MASS</b>	
Lifting capacity at 3 075mm radius (arms retracted)	16 000kg
Lifting capacity at 4 300mm radius (arms extended)	11 400kg
Empty mass of body (excluding bin)	4 250kg

<b>HYDRAULIC</b>	
<b>Cylinder Specification</b>	<b>Bore/ Rod/ Stroke</b>
Boom cylinders	160 / 80 / 1 710
Arm extension cylinder	80 / 40 / 1 225
Jack leg cylinder	80 / 40 / 525

<b>SAFETY DEVICE</b>	
Boom cylinders	In line dual over centre

	valve
Arm extension cylinder	In line dual over centre valve
Jack leg cylinder	In line piloted non return valve

HYDRAULIC TANK	
Capacity	140 liters
Filtration (suction line)	125 micron
Filtration (return line)	60 micron

HYDRAULIC PUMP	
<b>Type</b>	<b>Gear</b>
Operating pressure	220 bar
Oil flow rate at operating rpm	90 l/min

CYCLE TIMES	EXTEND	RETRACT
Boom cylinders	46 sec	34 sec
Arm extension cylinders	8 sec	6 sec
Jack leg cylinder	4 sec	3 sec

MATERIALS OF CONSTRUCTION		
Item	Material	Thickness
Boom arms	BS EN10025 5355JR	10mm
Deck	BS EN10025 5355JR	5mm
Deck wear strips	BS EN10025 5355JR	10mm
Subframes	BS EN10025 5355JR	6mm
Key Plate	BS EN1025 5355JR	20mm
Lifting lug swivel pin	EN19 Condition T	90mm

DIMENSIONAL ARM SPECIFICATION		
A	Overall body width	2 600mm
B	Distance between lifting lugs	2 010mm
C	Distance between arms	2 150mm
D	Body length	4 650mm
E	Roller height *	755mm
F	Body height **	2 790mm
G	Lifting lug height from deck	2 330mm
H	Arm extension stroke	1 225mm
I	Jack leg rear extension ***	697mm
J	Reach below ground level ***	290mm
K	Arm pivot height ***	1 220mm

\* Below chassis frame

\*\* Above chassis frame

\*\*\* based on chasis frame height of 1035mm



### **Draw bar (Optional)**

A heavy duty 50mm drawbar to be included on the price of the FML rate.  
Light sockets (electrics to SABS standards) Braking system to existing trailer.

### **COLOUR**

White

### **Branding**

Standard decal branding with stickers on both sides of vehicle

### **Delivery of goods**

Delivery shall be made to the Fleet Management at the EMLM Head office.

### **Information to be provided with the bid**

Sketches, photos and illustrations must accompany the tender documents.

### **Manuals**

The successful tenderer shall supply the following manuals free of charge for as well as for the accompanying equipment on the vehicle, where applicable:

- (i) One (1) only operators manual
- (ii) Two (2) only maintenance manuals
- (iii) Two (2) only spare parts manuals
- (iv) Two (2) only workshop maintenance manual

The operator's manuals, maintenance manuals, spare parts and workshop manuals may be made up of:

- (i) One (1) master copy (of each) able to reproduce clear copies and one (1) copy of each where necessary.
- (ii) One (1) Compact Disc and one (1) or alternatively printed copy.

### **Information that will be provided by the Municipality**

Information regarding specifications

### **Pricing Guidelines**

The total FML rate should include delivery to the municipal workshop and **VAT**.

### **Fire extinguisher**

Fire Extinguisher to be included as it appears in the BOQ (9kg Dry Powder Type).

## SERVICE PLAN

MINIMUM of THREE years and / or 90 000 kilometers to be managed by the successful tenderer.

## WARRANTY

The vehicle must have a manufacturer warranty of Three (3) years or 90 000 km, whichever comes first to be managed by the successful tenderer.

### 2.10. ANNEXURE K VIP SUV Max Power:340hp and Max Torque 450NM AMT

Description of the goods required

Provision of auto transmission 2.0 to 3.0 Litres engine 5-Seater Passenger vehicle on a Full Maintenance Lease.

- The vehicle shall be a new, currently advertised and produced product of a well-established manufacturer of this type of product.
- The vehicle and equipment are to comply in all respects with the Road Traffic Ordinance and will be complaint with registrations as required by the NATIS system.
- Bidders must submit their bids specifications and drawings to ensure that the equipment offered, complies with the Council's requirements.

Minimum Technical Specification

#### D. ENGINE

Shall be at least 340hp max power and max torque 450NM

#### B. FUEL TANK CAPACITY

- Min 40 - Max 85 liters
- Tank material : Steel

#### C.CLUTCH

- Auto.

#### D. Transmission /Differential

Automatic

#### E. BRAKES :

- Brakes : Disc brake front and rear
- ABS : Required

#### F.STEERING

Power assisted steering must be fitted

#### G. SAFETY AND SECURITY

- Driver and passenger airbags
- Immobiliser system
- Alarm and central locking with remote controller

#### H. WINDOWS

Electric windows - Compulsory on the front & rear windows

#### I. WHEEL SPANNER AND A JACK

- Must be fitted in the vehicle

#### J. INSTRUMENTATION

- Engine temperature gauge
- Electrical fuel gauge
- Alternator warning light
- Engine oil pressure warning light

#### L. Clutch

Automatic transmission is to be factory fitted to this vehicle.

#### M. Electrical system

Immobiliser system must be fitted as standard equipment.

#### N. COLOUR

Black

#### O. Fitted with VIP Blue Lights

#### P. Service Plan

Normal wear and tear on all the types of services, maintenance and repairs shall be covered on an FML contract.

### 3. DELIVERY

Delivery shall be made to the Fleet Management at the EMLM Head office.

## 2.11. ANNEXURE M Excavator Rated Power:118 Kw(B C -1,3m3 & W:21 800)

#### ENGINE

Engine Model Cat C4.4 ACERT

Gross Power – ISO 14396/SAE J1995 122 kW 164 hp

Net Power – ISO 9249/SAE J1349 121 kW 162 hp

Engine RPM

Operation 1,650 rpm

Travel 1,800 rpm

Bore 105 mm 4 in  
Stroke 127 mm 5 in  
Displacement 4.4 L 269 in<sup>3</sup>

## **HYDRAULIC SYSTEM**

Main System – Maximum Flow (Implement) 429 L/min 113 gal/min  
Maximum Pressure – Equipment – Normal 35 000 kPa 5,075 psi  
Maximum Pressure –  
Equipment – Heavy Lift Mode  
38 000 kPa 5,510 psi  
Maximum Pressure – Travel 34 300 kPa 4,974 psi  
Maximum Pressure – Swing 26 800 kPa 3,886 psi

## **MACHINE WEIGHT**

Operating Weight – North America 22 500 kg 49,600 lb.  
Reach boom, R2.9 m (9'6") stick, HD 1.19 m<sup>3</sup> (1.56 yd<sup>3</sup>) bucket and 790 mm (31 in) triple grouser shoes, 4.2 mt (9,300 lb) counterweight.  
Operating Weight – Europe/Australia  
and New Zealand  
21 900 kg 48,300 lb  
Reach boom, R2.9 m (9'6") stick, HD 1.19 m<sup>3</sup> (1.56 yd<sup>3</sup>) bucket and 600 mm (24 in) triple grouser shoes, 4.2 mt (9,300 lb) counterweight.

## **SERVICE REFILL CAPACITIES**

Fuel Tank 345 L 86.6 gal  
Cooling System 25 L 6.6 gal  
Engine Oil 15 L 4.0 gal  
Swing Drive (each) 5 L 1.3 gal  
Final Drive (each) 5 L 1.3 gal  
Hydraulic System (including tank) 234 L 61.8 gal  
Hydraulic Tank 115 L 30.4 gal  
DEF Tank 39 L 10.3 gal

## **DIMENSIONS**

**Boom Reach 5.7 m (18'8")**  
**Stick Reach 2.9 m (9'6")**  
**Bucket 1.19 m<sup>3</sup> (1.56 yd<sup>3</sup>)**  
Shipping Height (top of cab) 2960 mm 9'9"  
Handrail Height 2950 mm 9'8"  
Shipping Length 9530 mm 31'3"  
Tail Swing Radius 2830 mm 9'3"  
Length to Center of Rollers 3650 mm 12'0"  
Ground Clearance 470 mm 1'7"  
Track Gauge 2380 mm 7'9"  
Transport Width – 600 mm (24") Shoes 2980 mm 9'9"  
Transport Width – 790 mm (31") Shoes 3170 mm 10'5"  
Counterweight Clearance 1050 mm 3'5"

## **WORKING RANGES AND FORCES**

**Boom Reach 5.7 m (18'8")**  
**Stick Reach 2.9 m (9'6")**  
**Bucket 1.19 m<sup>3</sup> (1.56 yd<sup>3</sup>)**  
Maximum Digging Depth 6720 mm 22'1"  
Maximum Reach at Ground Level 9860 mm 32'4"  
Maximum Cutting Height 9370 mm 30'9"  
Maximum Loading Height 6490 mm 21'4"

Minimum Loading Height 2170 mm 7'1"  
Maximum Depth Cut for 2440 mm (8'0")  
Level Bottom  
6550 mm 21'6"  
Maximum Vertical Wall Digging Depth 5190 mm 17'0"  
Bucket Digging Force (ISO) 150 kN 38,811 lbf  
Stick Digging Force (ISO) 106 kN 23,911 lbf  
Bucket Digging Force (SAE) 134 kN 30,104 lbf  
Stick Digging Force (SAE) 103 kN 23,212 lbf

## **2.12. ANNEXURE N Motor Grader- Turbo Charged NPP:138kw(185 hp)**

### **1. General**

- a) The equipment shall be a new, currently advertised and produced product of a well-established manufacturer of this type of product.  
The equipment shall comply in all respects with the Road Traffic Ordinance and will be compliant with registrations as required by the eNATIS system.
- e) The successful bidder must register and fit license plates to the Motor Grader prior to delivery.

## **2. Specifications**

### **2.1 Engine**

- 2.1.1 The engine shall be a fuel efficient nine-litre PowerTech diesel engine with easy access filter bank.
- 2.1.2 The Motor Grader shall also be equipped with radiator, cooling fan and all other standard accessories.
- 2.1.3 Engine to deliver minimum net peak Torque 996 Nm.
- 2.1.5 A minimum engine output of no less than 128kw
- 2.1.6 The engine shall have the following filters:

- a) Air filter/ air cleaner – a 2 stage air filter / cleaner with safety element and pre-cleaner must be fitted.
- b) Fuel - replaceable filters including water separators.
- c) Oil - full flow replaceable filter.
- d) Hydraulic Filter replaceable filter

### **2.2 Mechanical Control Levers**

- 2.2.1 Mechanical control levers shall be arranged in the familiar industry –standard pattern and deliver smooth, predictable response.

### **2.3 Transmission**

An automatic transmission to be factory fitted. With Event Based Shifting (EBS) transmission delivering smooth gear and direction changes, for exceptional control and grading precision without extra effort.

### **2.4 Blades**

Blade clearance shall make it easier to navigate over obstacles, with throat clearance between the top of the blade and bottom of the circle increased significantly for better material flow across the blade.

### **2.4 Brakes**

- 2.4.1 A parking brake with hand lever shall be provided.
- 2.4.2 Self-adjusting wet-disc brakes mounted inboard to run cool, clean and unexposed to corrosive materials.

## 2.5 **Steering**

Power assisted steering must be fitted as standard,

## 2.6 **Electrical system**

Immobilizer system must be fitted as standard equipment.

## 2.7 **Wheels and Tyres**

- 2.7.1 Six wheel drive model
- 2.7.4. Motor Grader with the same size rear and front wheel shall receive preference
- 2.7.5. A suitable jack and wheel spanner with an extended handle must be fitted as standard

## 2.8 **Instrumentation Minimum requirements**

- 2.8.1. Engine temperature gauge
- 2.8.2. Electrical fuel gauge
- 2.8.3. Alternator warning light
- 2.8.4. Engine oil pressure warning light
- 2.8.5. Odometer and Rev Counter
- 2.8.6. Warning systems

## 2.9 **Typical Equipped Weight**

The typically equipped weight shall be 18 781kg.

## 2.10 **Colour**

The Motor Grader shall be painted **YELLOW**; the Tenderer shall ensure that the Motor grader is colour matched to the existing fleet of vehicles.

## 2.11 **Delivery**

EMLM Head Office

## 2.12 **Branding**

Decals on both sides on the unit.

## 2.13. **ANNEXURE O Backhoe Loader - 4x4 net peak power: 68.4 Kw**

## 1. GENERAL

The vehicle shall be a new, currently advertised and produced product of a well-established manufacturer of this type of product.

**The vehicle is to comply in all respects with the Road Traffic Ordinance and will be complaint with registrations as required by the NATIS system. This includes all the requirements for equipment that must be part of or fitted to the vehicle.**

Bidders must submit with their bids, specifications and drawings to ensure that the vehicle offered, complies with the Council's requirements.

## **2. DETAILED SPECIFICATIONS**

### **2.1. Engine:**

**2.1.1.** The engine shall be a commercial water-cooled four-stroke diesel engine delivering a minimum of 65 KW and have a minimum displacement of 4200 cc.

**2.1.2.** The back loader shall also be equipped with radiator, cooling fan and all other standard accessories

**2.1.3.** The engine shall have 4 cylinders (minimum).

**2.1.4.** The engine shall be equipped with a mechanical governor.

**2.1.5.** The engine shall have the following filters:

**2.1.5.1.** Air - Air filter

**2.1.5.2.** Fuel - replaceable filters

**2.1.5.3.** Oil - full flow replaceable filter

**2.1.5.4.** Hydraulic Filter

**2.1.6.** The machine shall be equipped with hand and foot operated

### **2.2. Clutch**

Standard heavy duty clutch.

### **2.3. Transmission**

**2.3.1.** The machine must be fitted with a Power-Shuttle transmission.

**2.3.2.** A manually operated differential lock shall be standard equipment.

**2.3.3.** Machine must be four wheels driven.

**2.3.4.** Top speed of 38 – 40 kph

**2.3.5.** Single stage torque converter.

### **2.4. Brakes**

**2.4.1.** Brakes must be hydraulically actuated.

**2.4.2.** A mechanical parking brake operating independently from the main brake system.

**2.4.3.** Foot brakes must operate separately for the left and right

### **2.5. Axles**

**2.5.1.** All wheel drive.

**2.5.2.** Rear axle should include a intergraded differential lock.

**2.5.3.** Front axle must be pendulum mounted and sealed.

### **2.6. Hydraulic System**

**2.6.1.** A hydraulic pump of a gear or piston type shall be standard.

**2.6.2.** One set (FOUR PORT) of single / double acting valves shall be supplied as standard.

**2.6.3.** Attachment should run from a separate valve bank.

**2.6.4.** The minimum flow rate should be 120 l/min.

**2.6.5.** The hydraulic system should maintain a constant pressure of minimum 220 bars.

**2.6.6.** Self levelling system on the bucket.

### **2.7. Steering**

**2.7.1.** Hydrostatic power steering

## **2.8. Electrical system**

- 2.8.1.** Complete lighting system including an amber strobe light fitted to the roof.
- 2.8.2.** 12 volt starting, lighting and charging system.

## **2.9. Wheels and Tyres**

- 2.9.1.** Rear: Tyres suitable for road usage must be provided.
- 2.9.2.** Front: Tyres suitable for road usage must be provided.
- 2.9.3.** One set of spare tyres, per model, front and rear respectively, and the suitable rims must be bid as optional equipment.

## **2.10. Instrumentation**

- 2.10.1.** Tachometer
- 2.10.2.** Engine temperature gauge
- 2.10.3.** Electrical fuel gauge
- 2.10.4.** Alternator warning light
- 2.10.5.** Engine oil pressure warning light
- 2.10.6.** Hour meter

## **2.11. Canopy**

The machine must be fitted with a closed canopy that meets the ISO 3471,1944 Roll Over Protective Structure and ISO 3449: 1992 Falling Objects Protective Structure standards.

## **2.12. DETAILED SPECIFICATIONS:**

### **2.12.1. Bucket**

Bucket must be a minimum of 1.0 m<sup>3</sup>  
Minimum dump height 2600mm  
Minimum lifting capacity at dumping height 3300kg.

### **2.12.2. Backhoe**

Minimum digging depth 4000mm  
Bucket size 900mm  
Swing arc minimum 180°

### **2.12.3. Spares**

Spares must be freely available in S.A.

### **2.12.4. Colour**

TLB must be painted yellow

### **2.12.5. Delivery**

EMLM Head Office

## **2.17. ANNEXURE P Self Propelled Road Sweeper - net peak power: 74 Kw**



## 1. GENERAL

The vehicle shall be a new, currently advertised and produced product of a well-established manufacturer of this type of product.

The vehicle is to comply in all respects with the Road Traffic Ordinance and will be compliant with registrations as required by the NATIS system. This includes all the requirements for equipment that must be part of or fitted to the vehicle.

Bidders must submit with their bids, specifications and drawings to ensure that the vehicle offered, complies with the Council's requirements.

## 2. DETAILED SPECIFICATIONS

### 2.1. Engine:

**2.1.1.** The engine shall be a commercial water-cooled four-stroke diesel engine delivering a minimum of 74 KW and have a minimum displacement of 276 ci.

**2.1.2.** Fuel Type - Diesel

**2.1.3.** The engine type -276 ci / 199 ci

**2.1.4.** The engine shall be equipped with a mechanical governor.

**2.1.5.** The engine shall have the following filters:

**2.1.5.1.** Air - Air filter

**2.1.5.2.** Fuel - replaceable filters

**2.1.5.3.** Oil - full flow replaceable filter

**2.1.5.4.** Hydraulic Filter

**2.1.6.** The machine shall be equipped with hand and foot operated

### 2.2. Sweeping Angle

45 degrees (left and / or right)

Circle swing frame mounted on 10 heavy- duty sealed, tapered bearings with debris guards

### 2.3. Transmission

**2.3.1.** The machine must be fitted with infinitely variable hydrostatic pump and motor driving a differential rear axle through a 2-speed gear box.

**2.3.2.** A manually operated differential lock shall be standard equipment.

**2.3.3.** Machine must be four wheels driven.

**2.3.4.** Top speed of 38 – 40 kph

**2.3.5.** Single stage torque converter.

### 2.4. Brakes

**2.4.1.** 4- wheel hydraulic with dual master cylinder and mechanical parking brakes must be hydraulically actuated.

### 2.5. Axles

**2.5.1.** Rear wheel drive.

**2.5.2.** Rear axle should include a intergraded differential lock.

**2.5.3.** Front axle must be pendulum mounted and sealed.

### 2.6. Hydraulic System

2.6.1. A hydraulic System – Load compensated pump 28 gpm with 3000 PSI operating pressure, 10 micron high pressure suction filter

2.7. Broom Control

2.7.1. Electronic joystick control for brush on-off with trigger for float, push buttons for broom on-off and speed control  
Broom lift, adjustable down pressure and swing right to left through joystick movement

2.8. Electrical system

2.8.1. Complete lighting system including an amber strobe light fitted to the roof.

2.8.2. 12 volt starting, lighting and charging system.

2.9. Wheels and Tyres

2.9.1. Rear: Tyres suitable for road usage must be provided.

2.9.2. Front: Tyres suitable for road usage must be provided.

2.9.3. One set of spare tyres, per model, front and rear respectively, and the suitable rims must be bid as optional equipment.

2.10. Instrumentation

2.10.1. Tachometer

2.10.2. Engine temperature gauge

2.10.3. Electrical fuel gauge

2.10.4. Alternator warning light

2.10.5. Engine oil pressure warning light

2.10.6. Hour meter

2.11. Canopy

The machine must be fitted with a closed canopy that meets the ISO 3471,1944 Roll Over Protective Structure and ISO 3449: 1992 Falling Objects Protective Structure standards.

2.12. DETAILED SPECIFICATIONS:

2.12.1. Spares

Spares must be freely available in S.A.

2.12.4. Colour

Yellow

2.12.5. Delivery

**EMLM Head Office**

### **3. TERMS OF REFERENCE**

#### **3.1. FULL MAINTENANCE LEASE TOR**

The successful tenderer will be required to receive an official instruction note from the Municipality in writing regarding the types and quantities of fleet required for lease.

The successful tenderer will be required to maintain/ repair all leased vehicles in terms of manufacturer specifications and in accordance with industry or original equipment manufacturer (OEM) acceptable standards of repair. The Full Maintenance Lease contract will cover for the normal wear and tear repairs on the vehicles. In instances where the types of repairs is outside the normal wear and tear, the quotations of the repairs will still have to be submitted to the municipality for scrutiny and purchase order or official instruction will have to be issued for those types of repairs. Mark-up will be added on the cost of repairs on the FML vehicle and the recommended bidder will also have to proof beyond reasonable doubt that the damage is not a accident/incident related damage, factory fault and should not be covered under a normal wear & tear.

The turn-around time for repairs and maintenance of all the types of repairs will be the maximum of 48 hours from the time a request was logged with the successful tenderer. Failure to comply with the turn-around time, EMLM shall be furnished with the reasons for the delay and it will be at the discretion of EMLM to request a relief vehicle of the same functionality for the entire duration of the downtime of the vehicle under repairs without any additional cost to the municipality.

The successful Tenderer must register and fit licence plates to the vehicle/s prior to delivery. The successful bidder shall become the title holder of the vehicle and municipality shall be captured as the owner of the vehicle on the Enatis Business Registration Number. All the leased vehicles shall be registered and licensed at one of the municipality's licensing authority and this will contribute to the sources of revenue.

It is also expected of the successful Tenderer to ensure that the function of the provision of fleet on a full maintenance lease is performed by suitably qualified team or under the supervision of suitably qualified individuals. The aforementioned factors will, at the Council's discretion, be subject to verification prior to the awarding of the contract.

Only new vehicles will be accepted.

The appointed service provider in consultation with the municipality shall on a quarterly basis inspect all the leased vehicles and ensure that all the identified defects are attended to timeously. The successful tender shall commit in the proposal, the maximum period of repairing all the insurance related damages.

Prior to the end of the lease period, the successful bidder will ensure that the vehicles are inspected and in collaboration with the municipality ensure that all the dents, damages and accident related defects are attended to before de-fleeting. The municipality will not be held liable for the costs of all the incident/accident related damages at the end of the lease period.

Preventative Maintenance- The successful tenderer will be required to have a technical team on site to do the overnight preventative maintenance of the leased specialised vehicles(Refuse), check the tyre pressures, to conduct all the minor repairs, water levels, oils and etc.

### **3.2. FINANCE LEASE TOR**

All the finance lease vehicles should be provided inclusive of service plans and warranties with the minimum service plan of 90 000 KM or 5 Years whichever comes first.

FL vehicles are leased with the full intention of taking ownership of taking ownership at the end of the contract.

The payment structure should be on the total CAPITAL cost of the fleet and all the discounts & benefits should be passed on to EMLM.

The repayment must not have a Residual Value or balloon payment set aside for the end of the contract.

Ownership of the fleet will be passed on to the EMLM at the end of the contract term.

#### 3.2.1. Managed Maintenance

The maintenance of the FL vehicles will be treated the same with the Municipal Owned fleet. Wherein and all the request for maintenance will be handled by the appointed service provider. Licensing and registration will be handled or facilitated by the successful service provider. License renewal fees will be carried or paid by the Owner of the fleet EMLM.

### 3.3. MANAGED MAINTENANCE TOR

The following services are included in the MM services:

- Facilitating and co-ordination of maintenance, repairs, support and servicing of Vehicles, including procuring and supplying quotation to EMLM for the maintenance and repairs to be undertaken.
- Scrutinizing maintenance quotations and invoices from third party manufacturers and sub-contractors, to ensure market competitiveness in relation to pricing and nature of repairs.
- Authorising maintenance and repairs subject to the agreed levels of authorisation granted by the EMLM and issuing an authorisation number to the maintenance provider.
- Ensuring that the maintenance provider carries out the work in accordance with the standards set out by the manufacturer and processing the maintenance providers' maintenance invoices for payment, including managing the MM Vehicle warranty or service plans claims on behalf of the EMLM.
- Maintaining up to date records of all maintenance undertaken on each MM Vehicle, including date of maintenance, description, maintenance provider details, odometer reading (if applicable), invoice details, and cost.
- Invoicing EMLM for the actual cost of maintenance and repairs (with mark-up), carried out by third party maintenance providers.
- No Maintenance fund contribution will be required from EMLM and payment will be for the actual work or repairs conducted on an as and when required basis;
- Breakdown, roadside assistance and Towing services;
- Facilitating the registration and license renewals for the fleet;
- The actual cost of licenses and registration will be re-billed by the successful bidder or paid directly into the account of the licensing authority by EMLM;
- Provision of a 24/7 call centre support services;
- Ensuring that the MM vehicles are available 85% of their Vehicle Operating Hours;
- The successful bidder will be liable for a penalty for each instance where it fails to provide the services as required.

### 3.4. FLEET MANAGEMENT SYSTEMS TOR

The service provider is expected to provide the following fleet management systems and fleet support services in order to assist the municipality manage its fleet efficiently.

#### 3.4.1. Vehicle Management Technology – VMT

*The following services will be covered and included on the Vehicle Management Technology:*

- Tracking Devices;
- Tag readers;
- Driver Identification Tags – the maximum of three per vehicle;

- Web-based VMT systems for monitoring of fleet movement;
- Tag readers for emergency services vehicles with the facility to allow drivers to start the vehicles without Driver Identification Tags and alarm system to notify drivers to tag while the vehicle is in motion.

The entire municipal fleet shall be installed with the Vehicle Management Technology within the Project Implementation period of 60 days.

*The system is required to have the following minimum functional capabilities:*

- Provide continuous, real-time updates into the exact location of fleet;
- Live GPS tracking technology;
- Remote automated activation and de-activation of fleet assets;
- Real time alerts (via SMS/Email) to provide for Vehicle Reg; User Department, location and driver. Alerts should include tamper warnings, battery disconnect, panic button etc.;
- Geofence manager – entering and exiting points of interest or municipal boundaries;
- Stolen vehicle recovery;
- Automated vehicle stopping;
- Vehicle details;
- Vehicle logbook report;
- GIS location;
- Vehicle location radius search;
- Location;
- Vehicle and driver ID;
- Stop Start duration;
- Points of interest;
- Access to the Web based Application;
- Provide access to real time information related to movement of vehicles, idling, Odometer readings, distance travelled and measurements (KM or HRS) etc
- Vehicle utilisation stats;
- Vehicle availability;
- Customisable Fleet dash board;
- Asset communication status;
- Driver management;
- Automated remote activation and de-activation of driver tags (must be able to re-activate the driver tag);
- Customisable Automated reports (Both single and grouped);
- Vehicle movement reports;
- Driver movement reports;
- Geofence reports (Entering & Exiting);
- After hours utilisation reports;
- Night, weekend & normal office hours' reports;
- Battery disconnection reports;
- Driver violations, harsh braking & acceleration;
- Excessive idling;
- Product training or skill transfer for all drivers and user departments.

### ***KPI Reports***

- Downtime reports
- Uptime reports
- Availability reports
- Over & Under utilisation reports (Weekly & monthly)
- Fleet performance report (Monthly)
- Exceptions reports (Weekly & monthly)

- Out of boundary reporting (Weekly & monthly)
- Geo-Fence points of interests reports (Weekly & monthly)
- Potential or suspected abuse report (Monthly)
- Maintaining and updating of Driver Database(Monthly)
- Licensing services and COF testing of vehicles notifications (Weekly & Monthly)
- Traffic fine management support services (Weekly and Monthly)

A successful bidder will be responsible for the recovery of the stolen vehicles or replacement thereof and the system must immediately be used to notify the municipality in cases of tempering.

All assets procured after the installation phase of the VMT's will attended to within 48 hours as and when required basis. Additional driver identification tags will be requested as and when required. Reported faulty tracking devices should be responded to within 48 hours. The weekly reports should be sent to the municipality by close of business every Monday and the monthly reports by the 7th of every month.

### 3.4.2. **Electronic Speed Controllers**

*The speed controllers must provide for the following:*

- Speed limiters
- Access to limit and control the speed of the vehicle

#### **KPI Reports**

- ESC faults on all vehicles and repairs (Monthly)
- Exceptional ESC reports (weekly & monthly)

Reported faulty ESC devices should be responded to within 48 hours. The weekly reports should be sent to the municipality by close of business every Monday and the monthly reports by the 7th of every month.

### 3.4.3. **Fuel Anti-Siphoning Devices**

Fuel theft and spillage remains one of the biggest risk facing the municipality. On average the losses of fuel due to siphon, spillage and skimming accounts to 10% of the fuel cost.

It is for the above reason that the municipality has taken a view to install the anti-siphon devices on the entire municipal fleet. The procurement of fleet on annual basis will therefore require the installation of these devices as and when required before the fleet can be released into operations.

*Anti-siphon devices should comprise of the following:*

- Stainless steel mesh cage (imported) fitted inside top of unit – assists with fuel flow (maximum 90 l/p/min) and prevents siphon of fuel.
- mm thick side walls with narrow slots – prevents siphoning of fuel,
- Double unaligned steel plates with small holes fitted inside bottom of unit – prevents siphoning of fuel.
- Sender unit covers and sump plugs to accommodate all truck models, agricultural machinery, yellow metal, LDV's, forklifts and etc.;
- Hardened metal, 2-6mm holes and grooves;
- Excellent flow rates;

- Short neck unit to prevent diesel theft near cap when tank is full;
- Easy fitment with snap off bolts;
- Filler neck anti siphon units(cap), non-removable Sump/drain plugs, Fuel line protectors and fuel sender unit covers;
- 12 months' workmanship guarantee
- Electro plating
- Stainless steel to withstand attacks

#### **4. VALUE ADD SERVICES**

##### **4.1. Training**

The successful bidder is required to submit the training schedules, which will be agreed upon prior to the commencement of the contract and the below trainings will be provided at no additional cost to EMLM.

##### **4.1.1. Fleet Systems Training**

The service provider shall provide training and access on all Fleet systems to the Fleet department personnel prior to the systems "Going Live". Once the systems are implemented the service provider will be expected to conduct systems training to head of departments and nominated supervisors within 30 days after the commencement date of the contract. During the period of the contract, the service provider shall conduct systems training on an ad-hoc mainly to the fleet department personnel, head of departments and nominated supervisors as and when required. The service provider shall provide the municipality with a manual on systems and procedures relating to the contract.

##### **4.1.2. Driver Training**

The service provider shall conduct formal driver training to the drivers of the municipality within 30 days from the commencement date of the contract, thereafter, driver trainings will be expected to be scheduled on a quarterly basis during the duration of the contract. The training should include and not limited to:

- Change management
- Systems and hardware installed on vehicles
- Description and capabilities of the systems in relation to drivers,
- Violations and other driver information provided by the systems
- Reports related to drivers that can be extracted from the systems
- The usage of systems hardware e.g. Driver Identification Tags
- Vehicle care and use

#### **5. Annual Training**

On an annual basis the successful bidder shall arrange for a competent dedicated training officer to facilitate and provide training at the premises of the municipality to nominated officials on "best practices" within the practice of fleet management at no additional cost to the municipality. The training officer should come from an accredited institution of higher learning in Fleet management. The first annual training should be conducted exactly twelve months

after the commencement date of the contract.

*Training courses shall address and not limited to:*

- All related systems and interpretation of Fleet systems reports
- Fleet management concepts and its applications
- Change Management
- Operational processes and procedures
- Risk Management
- Full Maintenance Lease
- Management Maintenance
- Finance lease

The training programmes will be finalized with the successful bidders within 3 months' post award. This training shall be provided to the municipality at no additional cost to the municipality.

The municipality will not require the service provider to pay for any vehicle user training (in terms of the practical training in the application of the vehicle) but will be required to provide training on how to prevent vehicle abuse and wrongful application.

The Successful bidder will be required to report on all training undertaken on a monthly basis by the 7th of every month as part of the monthly report.

***All bidders are required to submit a draft programme for training with their bid. This programme shall include at least the proposed training modules.***

## **6. LOCATION OF WORKS**

EMLM

## **7. INFORMATION THAT WILL BE PROVIDED BY THE MUNICIPALITY**

Details of all the municipal fleet will be provided to the successful bidders.

## **8. KEY PERFORMANCE INDICATORS**

### **8.1. FULL MAINTENANCE LEASE**

The following Key Performance Indicators will be used to assess the performance of the Service Provider:

- Monthly availability reporting and ensuring compliance with 85% fleet availability.
- Monthly Vehicle Management Technology(VMT) reporting- exceptional reporting, transgressions, utilization percentage, use of vehicles outside normal working hours, use of vehicles outside of geo-fenced areas, excessive speed, harsh braking, long idling, main battery disconnect, daily unit health check, vehicles operating outside normal working hours and etc.
- The provision of call centre support to log queries, report vehicle breakdown and receive assistance. Monthly call centre reporting.
- The bidder will be required to provide, facilitate and manage services related to vehicle breakdown, roadside assistance and towing services of all FML vehicles. Monthly breakdowns reporting.
- The successful bidder will be required to provide, facilitate and manage services to ensure that vehicles are registered and licensed at all times, including obtaining certificate of fitness (COF) and operator cards where necessary.
- Traffic fine management service - the successful bidder will be required to arrange for and



provide facilities for the administration of traffic fines on FML vehicles as well as the redirection and settlement of traffic fines. Monthly traffic fines reporting.

- The successful tenderer is required to comprehensively insure all vehicles provided in terms of this tender document and all insurance related claims will be sent to the successful tenderer for further handling. Monthly reporting on insurance claims.
- Monthly fleet performance reporting - taking into consideration all the indicators of performance not limited to the kilometers:
  - ✓ Detailed operational exception reports (Daily and Weekly);
  - ✓ Detailed consolidated operational reports with detailed analysis, exceptions and interventions/ solutions (Monthly);
  - ✓ Comparative summary reports with trend analysis and projections (Quarterly);
  - ✓ Cumulative reports with trend analysis and projections (Annually).
- Fleet Performance Reporting- the successful bidder will be required to put mechanisms and systems in place to report performance in relation to the following fleet performance indicators:
  - ✓ Vehicle Availability Ratio - To measure and report on the average time that a vehicle is available for use during any scheduled operating time or shift.
  - ✓ Vehicle Utilization Ratio - To measure and report on the extent to which the vehicles are used.
  - ✓ Spare Capacity Ratio - To measure whether sufficient vehicles are available to perform work to the required service level standards and to justify the fleet size or population.
  - ✓ Measure and report on the Cost-to-Service Ratio.
  - ✓ Measure and report on the effectiveness of the preventative maintenance undertaken.
- The successful tenderer will be required to further up-skill and train particular employees of the municipality on the latest fleet management developments (On an annual basis). This will also include the product training by the OEM's for drivers as and when required or when new vehicles or technology is been implemented.
- Monthly repairs and maintenance reporting.
- Monthly fleet cost on all the FML vehicles.
- Fleet inspection reporting on a quarterly basis to identify all the mechanical or insurance related defects on the FML fleet and facilitate the process of having all of them attended to.

All the reports will be submitted to the EMLM on a monthly basis and as & when required.

## **8.2. FINANCE LEASE**

All the ordered vehicles will be delivered in line with the timelines stated on the TOR.

All FL vehicles will be put under Managed Maintenance for all the services required.

## **8.3. MANAGED MAINTENANCE**

**The following KPI applies for Managed Maintenance fleet:**

Providing managed maintenance services on a planned and unplanned basis, as well as at the occurrence of emergencies and breakdown, as required by the Fleet Department, including tyre management services, i.e. repairs and replacement, roadside breakdown assistance and the procurement of tyres at competitive prices.

Pre-empting and scheduling routine maintenance and/or servicing from the MM Vehicles utilising management information available to it through the various sources, including information acquired from the vehicle management device.

Facilitating and co-ordination of maintenance, repairs, support and servicing of Vehicles, including procuring and supplying quotation/s.

All newer FL vehicles must be maintained by the OEM's.

#### **8.4. FLEET MANAGEMENT SYSTEMS**

The following Key Performance Indicators will be used to assess the performance of the appointed Service Provider:

Electronic and hardcopy monthly reports must be submitted to the office of the Fleet Management EMLM. The reports must indicate the following:

- i) Number and description of vehicles attended to during that month
- ii) Diagnosis reports
- iii) Actions taken
- iv) Progress on vehicles still working on
- v) Challenges and recommendations

Weekly progress reports containing the same description as the above must be submitted to the Superintendent Solid Waste.

all callouts should be timeous and high quality of responsiveness should be maintained

#### **9. PAYMENTS**

Payment will be in accordance with the tendered pricing schedule and the Key Performance Indicators as indicated in the Terms of Reference. All prices on the quotations and invoices should be inclusive of VAT( If VAT registered). A valid tax invoice must be submitted by the 25 of each month with all mandatory information and reporting as indicated in the scope of work.

**N.B Payment will not be processed without the submission of reports as indicated above.**

Payment will be made within 30 days from receipt of invoice by the finance department.

#### **10. ELIGIBILITY CRITERIA**

Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

- 7.1 Tenderer receives the minimum required points for functionality (70)
- 7.2 Tenderer has the managerial capacity, reliability and experience regarding the nature of the tender.
- 7.3 The tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges;
- 7.4 The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and
- 7.5 The tenderer has not:
  - Abused the Employer's Supply Chain Management System; or
  - Failed to perform on any previous contract and has been given written notice to this effect.
  - It is considered that the performance of the services will not be compromised through any conflict of interest.)

#### **11. MANDATORY INFORMATION TO BE SUBMITTED**

All attachments as indicated on the tender advert and all supporting documents requested for evaluation purposes.

## **12. JOINT VENTURES AND CONSORTIUMS**

The following documents must be attached:

- Copy of Signed Joint Venture Agreement
- Summary report of Central Supplier Database of JV

## **13. PERIOD OF CONTRACT**

The period of the contract will be 36 months but should work rendered be unsatisfactory the contract will be summarily terminated and a new contractor will be appointed.

## **14. SERVICE LEVEL AGREEMENT**

A service level agreement will be entered into with the successful bidder.

**Scope of work will be part of the SLA**

## **15. ACCEPTANCE OF OFFER**

The Municipality reserves the right to appoint as many service providers (or as many additional services providers) as it in its sole discretion requires to achieve the objective set out in this bid document. The Municipality will have the right to appoint additional service providers at any stage during the term of appointment of the successful bidder/-s. The Municipality reserves the right not to award the tender or any part of the tender subject to the availability of budgetary funds.

## **16. EVALUATION**

Tenders will be evaluated on functionality first. Only tenders who receives the minimum eligible points of 70 and above will be further evaluated on price and preference points.

## **17. PENALTIES**

The following penalties shall apply. If, at any stage during the Contract period or extensions thereto, the Contractor fail to provide the service in the manner described in the contract, then the Contractor shall pay to the Municipality a penalty or penalties for each occurrence that such event or such requirements are not met. The Relevant Authorised Person shall be entitled to apply the penalty or penalties in terms of this Clause. The events or requirements for which penalties shall be applied and the corresponding amounts of the penalties are described below:

### **FOR SUPPLY AND DELIVERY:**

If the service provider fails by the delivery date to deliver the goods at the specified target area / final destination in accordance with the specifications and in the quantity ordered, then the service provider shall be liable to the MUNICIPALITY for the sum(s) stated below as penalty/-ies for every day which lapses between the due date and the actual date of delivery of the goods. The penalty for delay shall be as follows:

The penalty for delay shall be 0.05 % of the total order (excluding VAT) per calendar day that delivery of the goods is delayed, to be deducted from a subsequent payable invoice.

### **FOR SERVICES / PROJECT:**

If the service provider fails by the due completion date to complete or render the works / services

specified, then the service provider will be liable to the Municipality in the amount of 0,05% of the total invoice amount (excluding VAT) in respect of such work / services per calendar day that completion thereof is delayed, to be deducted from a subsequent payable invoice.

## **18. VALIDITY PERIOD**

The tender shall be valid for 90 days from date of opening the tender.

## **GENERAL CONDITIONS OF CONTRACT**

The General Conditions of Contract are not included in this document and may be downloaded from the following website –

<http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions>.