

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 8	Page 1 of 66

TENDER NO: 109S/2022/23

TENDER DESCRIPTION: SERVICING, GENERAL REPAIRS AND STRUCTURAL REPAIRS OF HYDRAULIC EQUIPMENT AND WASTE COMPACTORS (SUPPLEMENTARY TO TENDER NO. 269S/2020/21)

CONTRACT PERIOD: NOT EXCEEDING THIRTY SIX (36) MONTHS FROM THE DATE OF COMMENCEMENT OF CONTRACT

VOLUME 1: TENDERING PROCEDURES

CLOSING DATE: 12 October 2022

CLOSING TIME: 10:00 a.m.

**TENDER BOX
NUMBER:** 159

TENDER FEE:

[R200]Non-refundable tender fee payable to City of Cape Town (CCT) for a hard copy of the tender document. This fee is not applicable to website downloads of the tender document.

TENDERER	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual	
TRADING AS (if different from above)	

NATURE OF TENDER OFFER (please indicate below)	
Main Offer (see clause 2.2.11.1)	
Alternative Offer (see clause 2.2.11.1)	

TENDER SERIAL NO.:	
SIGNATURES OF CITY OFFICIALS AT TENDER OPENING	
1	
2	
3	

TABLE OF CONTENTS

VOLUME 1: THE TENDER.....	3
(1) GENERAL TENDER INFORMATION.....	3
(2) CONDITIONS OF TENDER	4
VOLUME 2: RETURNABLE DOCUMENTS	21
(3) DETAILS OF TENDERER.....	21
(4) FORM OF OFFER AND ACCEPTANCE.....	23
(5) PRICE SCHEDULE.....	26
(6) SUPPORTING SCHEDULES	28
SCHEDULE 1: CERTIFICATE OF AUTHORITY FOR PARTNERSHIPS/ JOINT VENTURES/ CONSORTIUMS.....	28
SCHEDULE 2: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION.....	29
SCHEDULE 3: PREFERENCE SCHEDULE	31
SCHEDULE 4: DECLARATION OF INTEREST – STATE EMPLOYEES (MBD 4 AMENDED)	36
SCHEDULE 5: CONFLICT OF INTEREST DECLARATION	39
SCHEDULE 6: DECLARATION OF TENDERER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)	40
SCHEDULE 7: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CITY OF CAPE TOWN.....	42
SCHEDULE 8: CONTRACT PRICE ADJUSTMENT AND/OR RATE OF EXCHANGE VARIATION.....	43
SCHEDULE 9: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION	45
SCHEDULE 10: LOCAL CONTENT DECLARATION / ANNEXURE C.....	46
SCHEDULE 11: PRICE BASIS FOR IMPORTED RESOURCES.....	47
SCHEDULE 12: SCHEDULE OF PRE-QUALIFICATION CRITERIA SUB-CONTRACTORS.....	48
SCHEDULE 13: LIST OF OTHER DOCUMENTS ATTACHED BY TENDERER	49
SCHEDULE 14: RECORD OF ADDENDA TO TENDER DOCUMENTS.....	50
SCHEDULE 15: INFORMATION TO BE PROVIDED WITH THE TENDER.....	51
VOLUME 3: DRAFT CONTRACT	60
(7) SPECIAL CONDITIONS OF CONTRACT	60
(8) GENERAL CONDITIONS OF CONTRACT	71
(9) FORM OF GUARANTEE / PERFORMANCE SECURITY	81
(10) FORM OF ADVANCE PAYMENT GUARANTEE.....	83
(10.1) ADVANCE PAYMENT SCHEDULE.....	84
(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT	85
(12) INSURANCE BROKER’S WARRANTY (PRO FORMA).....	86
(13) SPECIFICATION(S)	87
(14.1) MONTHLY PROJECT LABOUR REPORT (EXAMPLE).....	159
(14.2) BBBEE SUB-CONTRACT EXPENDITURE REPORT (PRO FORMA)	161
(14.3) PARTNERSHIP/ JOINT VENTURE (JV) / CONSORTIUM/ EXPENDITURE REPORT (PRO FORMA).....	162

VOLUME 1: THE TENDER

(1) GENERAL TENDER INFORMATION

- TENDER ADVERTISED** : 09 September 2022
- SITE VISIT/CLARIFICATION MEETING** : 28 September 2022
11 am – 12pm
(Non compulsory, but strongly recommended)
- VENUE FOR SITE VISIT/CLARIFICATION MEETING** : Skype
<https://meet.capetown.gov.za/bongiwe.madlingozi/K6TYS00D>
- TENDER BOX & ADDRESS** : **Tender Box as per front cover** at the **Tender & Quotation Boxes Office**, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.
- : The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement **Tender no. 109S/2022/23: Servicing, General Repairs and Structural Repairs of Hydraulic Equipment and Waste Compactors (Supplementary to Tender No. 269S/2020/21)** the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.
- If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer's responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.
- CCT TENDER REPRESENTATIVE** Name: Ebrahim Brink
Tel. No.: (021) 444 5345
Email: Ebrahim.Brink@capetown.gov.za
- OR
- CCT TENDER REPRESENTATIVE** Name: Bongiwe Madlingozi
Tel. No.: (021) 444 6980
Email: Bongiwe.Madlingozi@capetown.gov.za

TENDERERS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS TO ANY PARTICULAR TRADE MARK, NAME, PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE ACCOMPANIED BY THE WORDS 'OR EQUIVALENT'

(2) CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

2.1.1.1 The City of Cape Town (CCT) and each tenderer submitting a tender offer shall comply with these Conditions of Tender. In their dealings with each other, they shall discharge their duties and obligations as set out in these Conditions of Tender, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations.

The parties agree that this tender, its evaluation and acceptance and any resulting contract shall also be subject to the Employer's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract. Please refer to this document contained on the Employer's website.

Abuse of the supply chain management system is not permitted and may result in the tender being rejected, cancellation of the contract, restriction of the supplier, and/or the exercise by the City of any other remedies available to it as described in the SCM Policy.

2.1.1.2 The CCT, the tenderer and their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the CCT shall declare any conflict of interest to the CCT at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

2.1.1.3 The CCT shall not seek, and a tenderer shall not submit a tender, without having a firm intention and capacity to proceed with the contract.

2.1.2 Interpretation

2.1.2.1 The additional requirements contained in the returnable documents are part of these Conditions of Tender.

2.1.2.2 These Conditions of Tender and returnable schedules which are required for tender evaluation purposes, shall form part of the contract arising from the invitation to tender.

2.1.3 Communication during tender process

Verbal or any other form of communication, from the CCT, its employees, agents or advisors during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the CCT, unless communicated by the CCT in writing to suppliers by its Director: Supply Chain Management or his nominee.

2.1.4 The CCT's right to accept or reject any tender offer

2.1.4.1 The CCT may accept or reject any tender offer and may cancel the tender process or reject all tender offers at any time before the formation of a contract. The CCT may, prior to the award of the tender, cancel a tender if:

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested;
or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received;
- (d) there is a material irregularity in the tender process; or
- (e) the parties are unable to negotiate market related pricing.

The CCT shall not accept or incur any liability to a tenderer for such cancellation or rejection, but will give written reasons for such action upon receiving a written request to do so.

2.1.5 Procurement procedures

2.1.5.1 General

Unless otherwise stated in the tender conditions, a contract will be concluded with the tenderer who scores the highest number of tender adjudication points.

The CCT intends to appoint a panel of Service Providers for the allocation of work as per clause 6.4 of the specification. The panel of Service Providers from this tender will only be engaged once the original Service Providers awarded on tender no. 269S/2020/21 are found to be depleted and additional capacity is sought. If insufficient responsive bids are received, the CCT reserves the right not to appoint a tenderer at all.

Work will be allocated as follows:

The allocation of work in this tender will be surplus work emanating from tender no. 269S/2020/21. Once all capacity has been exhausted on tender no. 269S/2020/21, only then will the excess work be allocated via this tender as below:

- Vendor location closest to the point of need.
- Specialist expertise in the required work.
- Capacity to do such work at the time of need.
- Work related to warranty conditions.

The contract period shall be for a period of **thirty-six** months from the commencement date of the contract.

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

2.1.5.2.1 Tenderers shall submit in the first stage only technical proposals. The CCT shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

2.1.5.2.2 The CCT shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender conditions, and award the contract in terms of these Conditions of Tender.

2.1.5.3 Nomination of Alternative Bidder

Alternative Bidder means a bidder, identified at the time of awarding a bid, that will be considered for award should the contract be terminated for any reason whatsoever. In the event that a contract is terminated during the execution thereof, the CCT may consider the award of the contract, or non-award, to the alternative bidder in terms of the procedures included its SCM Policy.

2.1.6 Objections, complaints, queries and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court

2.1.6.1 Disputes, objections, complaints and queries

In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 56 of 2003 Municipal Supply Chain Management Regulations (Board Notice 868 of 2005):

- a) Persons aggrieved by decisions or actions taken by the City of Cape Town in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.

2.1.6.2 Appeals

- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the City, may appeal against that decision by giving written notice of the appeal and reasons to the City Manager within 21 days of the date of the notification of the decision.
- b) An appeal must contain the following:
- i. Must be in writing
 - ii. It must set out the reasons for the appeal
 - iii. It must state in which way the Appellant's rights were affected by the decision;
 - iv. It must state the remedy sought; and
 - v. It must be accompanied with a copy of the notification advising the person of the decision
- c) The relevant City appeal authority must consider the appeal and **may confirm, vary or**

revoke the decision that has been appealed, but no such revocation of a decision may detract from any rights that may have accrued as a result of the decision.

2.1.6.3 Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000

The sub- clauses above do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act (PAJA) and Promotion of Access to Information Act (PAIA).

2.1.6.4 All requests referring to sub clauses 2.1.6.1 and 2.1.6.2 must be submitted in writing to:

The City Manager - C/o the Manager: Legal Compliance Unit, Legal Services Department, Corporate Services Directorate

Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

Via post at: Private Bag X918, Cape Town, 8000

Via fax at: 021 400 5963 or 021 400 5830

Via email at: MSA.Appeals@capetown.gov.za

2.1.6.5 All requests referring to clause 2.1.6.3 ns must be submitted in writing to:

The City Manager - C/o the Manager: Access to Information Unit, Corporate Services Directorate

Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

Via post at: Private Bag X918, Cape Town, 8000

Via fax at: 086 202 9982

Via email at: Access2info.Act@capetown.gov.za

2.1.7 City of Cape Town Supplier Database Registration

Tenderers are required to be registered on the CCT Supplier Database as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the City of Cape Town's Supplier Database may collect registration forms from the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5). Registration forms and related information are also available on the City of Cape Town's website www.capetown.gov.za (follow the Supply Chain Management link to Supplier registration).

It is each tenderer's responsibility to keep all the information on the CCT Supplier Database updated.

2.1.8 National Treasury Web Based Central Supplier Database (CSD) Registration

Tenderers are required to be registered on the National Treasury Web Based Central Supplier Database (CSD) as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the National Treasury Web Based Central Supplier Database (CSD) may do so via the web address <https://secure.csd.gov.za>.

It is each tenderer's responsibility to keep all the information on the National Treasury Web Based Central Supplier Database (CSD) updated.

2.2 Tenderer's obligations

2.2.1 Eligibility Criteria

2.2.1.1 Tenderers are obligated to submit a tender offer that complies in all aspects to the conditions as detailed in this tender document. Only those tenders that comply in all aspects with the tender conditions, specifications, pricing instructions and contract conditions will be declared to be responsive.

2.2.1.1.1 Submit a tender offer

Only those tender submissions from which it can be established that a clear, irrevocable and unambiguous offer has been made to CCT, by whom the offer has been made and what the offer constitutes, will be declared responsive.

2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

Only those tenders that are compliant with the requirements below will be declared responsive:

- a) A completed **Details of Tenderer** to be provided (applicable schedule to be completed);
- b) A completed **Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums** to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's (applicable schedule to be completed);
- c) A copy of the partnership / joint venture / consortium agreement to be provided.
- d) A completed **Declaration of Interest – State Employees** to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule to be completed);
- e) A completed **Declaration – Conflict of Interest and Declaration of Bidders' past Supply Chain Management Practices** to be provided and which does not indicate any conflict or past practises that renders the tender non-responsive based on the conditions contained thereon (applicable schedules to be completed);
- f) A completed **Certificate of Independent Bid Determination** to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule to be completed);
- g) The tenderer (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy,
- h) The tenderer's tax matters with SARS are in order, or the tenderer is a foreign supplier that is not required to be registered for tax compliance with SARS;
- i) The tenderer is not an advisor or consultant contracted with the CCT whose prior or current obligations creates any conflict of interest or unfair advantage,
- j) The tenderer is not a person, advisor, corporate entity or a director of such corporate entity, involved with the bid specification committee;
- k) A completed **Authorisation for the Deduction of Outstanding Amounts Owed to the City of Cape Town** to be provided and which does not indicate any details that renders the tender non-responsive based on the conditions contained thereon (applicable schedules to be completed);
- l) The tenderer (including any of its directors or members), has not been found guilty of contravening the Competition Act 89 of 1998, as amended from time to time;
- m) The tenderer (including any of its directors or members), has not been found guilty on any other basis listed in the Supply Chain Management Policy.

2.2.1.1.3 Compulsory clarification meeting

NOT APPLICABLE

2.2.1.1.4 Minimum score for functionality

NOT APPLICABLE

2.2.1.1.5 Local production and content

NOT APPLICABLE

2.2.1.1.6 Pre-qualification criteria for preferential procurement

NOT APPLICABLE

2.2.1.1.7 Provision of samples

NOT APPLICABLE

2.2.1.1.10 Staff Details and Competencies

The tenderer must have a qualified artisans with experience in Waste Compactor and Hydraulic equipment repairs and diagnostics identified in this tender. In this context the word “artisan” mean **Diesel/ Petrol/ Welder/ Boilermaker** Artisans. The tenderer must complete SCHEDULE 15 C: STAFF DETAILS AND COMPETENCIES to list the key personell and attach a detail CV of the artisan together with certificates of their qualifications.

2.2.2 Cost of tendering

The CCT will not be liable for any costs in curred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

2.2.3 Check documents

The documents issued by the CCT for the purpose of a tender offer are listed in the index of this tender document.

Before submission of any tender, the tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing is indistinct, or if the Price Schedule contains any obvious errors, the tenderer must apply to the CCT at once to have the same rectified.

2.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the CCT only for the purpose of preparing and submitting a tender offer in response to the invitation.

2.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, Conditions of Contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

2.2.6 Acknowledge and comply with notices

Acknowledge receipt of notices to the tender documents, which the CCT may issue, fully comply with all instructions issued in the notices, and if necessary, apply for an extension of the closing time stated on the front page of the tender document, in order to take the notices into account. Notwithstanding any requests for confirmation of receipt of notices issued, the tenderer shall be deemed to have received such notices if the CCT can show proof of transmission thereof via electronic mail, facsimile or registered post.

2.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarise themselves with aspects of the proposed work, services or supply and pose questions. Details of the meeting(s) are stated in the General Tender Information.

Tenderers should be represented at the site visit/clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

2.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the CCT at least one week before the closing time stated in the General Tender Information, where possible.

2.2.9 Pricing the tender offer

2.2.9.1 Comply with all pricing instructions as stated on the Price Schedule.

2.2.10 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the CCT in writing, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

2.2.11 Alternative tender offers

2.2.11.1 Unless otherwise stated in the tender conditions submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted.

If a tenderer wishes to submit an alternative tender offer, he shall do so as a separate offer on a complete set of tender documents. The alternative tender offer shall be submitted in a separate sealed envelope clearly marked "Alternative Tender" in order to distinguish it from the main tender offer.

Only the alternative of the highest ranked acceptable main tender offer (that is, submitted by the same tenderer) will be considered, and if appropriate, recommended for award.

Alternative tender offers of any but the highest ranked main tender offer will not be considered.

An alternative of the highest ranked acceptable main tender offer that is priced higher than the main tender offer may be recommended for award, provided that the ranking of the alternative tender offer is higher than the ranking of the next ranked acceptable main tender offer.

The CCT will not be bound to consider alternative tenders and shall have sole discretion in this regard.

In the event that the alternative is accepted, the tenderer warrants that the alternative offer complies in all respects with the CCT's standards and requirements.

2.2.11.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender conditions or criteria otherwise acceptable to the CCT.

2.2.12 Submitting a tender offer

2.2.12.1 Submit one tender offer only on the original tender documents as issued by the CCT, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract conditions and described in the specifications. Only those tenders submitted on the tender documents as issued by the CCT together with all Returnable Schedules duly completed and signed will be declared responsive.

2.2.12.2 Return the entire document to the CCT after completing it in its entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

2.2.12.3 Submit the parts of the tender offer communicated on paper as an original with an English translation for any part of the tender submission not made in English.

1 (One) copy(ies) of the following elements of the bid submission must be submitted separately bound in the same envelope where possible:

Part	Heading
5	Pricing Schedules
6	Supporting Schedules
	All other attachments submitted by bidder

2.2.12.4 Sign the original tender offer where required in terms of the tender conditions. The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture or any other document signed by all parties, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner.

2.2.12.5 Where a two-envelope system is required in terms of the tender conditions, place and seal the returnable documents listed in the tender conditions in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the

outside the CCT's address and identification details stated in the General Tender Information, as well as the tenderer's name and contact address.

2.2.12.6 Seal the original tender offer and copy packages together in an outer package that states on the outside only the CCT's address and identification details as stated in the General Tender Information. . If it is not possible to submit the original tender and the required copies (see 2.2.12.3) in a single envelope, then the tenderer must seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY" in addition to the aforementioned tender submission details.

2.2.12.7 Accept that the CCT shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

2.2.12.8 Accept that tender offers submitted by facsimile or e-mail will be rejected by the CCT, unless stated otherwise in the tender conditions.

2.2.12.9 By signing the offer part of the Form of Offer (**Section 2, Part A**) the tenderer warrants that all information provided in the tender submission is true and correct.

2.2.12.10 Tenders must be properly received and deposited in the designated tender box (as detailed on the front page of this tender document) on or before the closing date and before the closing time, in the relevant tender box at the Tender & Quotation Boxes Office situated on the 2nd floor, Concourse Level, Civic Centre, 12 Hertzog Boulevard, Cape Town. If the tender submission is too large to fit in the allocated box, please enquire at the public counter for assistance.

2.2.12.12 The tenderer must record and reference all information submitted contained in other documents for example cover letters, brochures, catalogues, etc. in the returnable schedule titled **List of Other Documents Attached by Tenderer**.

2.2.13 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the CCT as non-responsive.

2.2.14 Closing time

2.2.14.1 Ensure that the CCT receives the tender offer at the address specified in the General Tender Information prior to the closing time stated on the front page of the tender document.

2.2.14.2 Accept that, if the CCT extends the closing time stated on the front page of the tender document for any reason, the requirements of these Conditions of Tender apply equally to the extended deadline.

2.2.14.3 Accept that, the CCT shall not consider tenders that are received after the closing date and time for such a tender (late tenders).

2.2.15 Tender offer validity and withdrawal of tenders

2.2.15.1 Warrants that the tender offer(s) remains valid, irrevocable and open for acceptance by the CCT at any time for a period of 120 days after the closing date stated on the front page of the tender document.

2.2.15.2 Notwithstanding the period stated above, bids shall remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the City is notified in writing of anything to the contrary by the bidder. The validity of bids may be further extended by a period of not more than six months subject to mutual agreement and administrative processes and upon approval by the City Manager.

2.2.15.3 A tenderer may request in writing, after the closing date, that the tender offer be withdrawn. Such withdrawal will be permitted or refused at the sole discretion of the CCT after consideration of the reasons for the withdrawal, which shall be fully set out by the tenderer in such written request for withdrawal. Should the tender offer be withdrawn in contravention hereof, the tenderer agrees that:

- a) it shall be liable to the CCT for any additional expense incurred or losses suffered by the CCT in having either to accept another tender or, if new tenders have to be invited, the additional expenses incurred or losses suffered by the invitation of new tenders and the subsequent acceptance of any other tender;
- b) the CCT shall also have the right to recover such additional expenses or losses by set-off against

monies which may be due or become due to the tenderer under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the tenderer or on its behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses or losses, the CCT shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or loss.

2.2.16 Clarification of tender offer, or additional information, after submission

Provide clarification of a tender offer, or additional information, in response to a written request to do so from the CCT during the evaluation of tender offers within the time period stated in such request. No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: This clause does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the CCT elect to do so.

Failure, or refusal, to provide such clarification or additional information within the time for submission stated in the CCT's written request may render the tender non-responsive.

2.2.17 Provide other material

2.2.17.1 Provide, on request by the CCT, any other material that has a bearing on the tender offer, the tenderer's commercial position (including joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the CCT for the purpose of the evaluation of the tender. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the CCT's request, the CCT may regard the tender offer as non-responsive.

2.2.17.2 Provide, on written request by the CCT, where the transaction value inclusive of VAT **exceeds R 10 million**:

- a) audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing;
- b) a certificate signed by the tenderer certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
- c) particulars of any contracts awarded to the tenderer 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;
- d) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.

2.2.17.3 Tenderers undertake to fully cooperate with the CCT's external service provider appointed to perform a due diligence review and risk assessment upon receipt of such written instruction from the CCT.

2.2.18 Samples, Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender conditions or specifications.

If the **Specification** requires the tenderer to provide samples, these shall be provided strictly in accordance with the instructions set out in the Specification.

If such samples are not submitted as required in the bid documents or within any further time stipulated by the CCT in writing, then the bid concerned may be declared non-responsive.

The samples provided by all successful bidders will be retained by the CCT for the duration of any subsequent contract. Bidders are to note that samples are requested for testing purposes therefore samples submitted to the CCT may not in all instances be returned in the same state of supply and in other instances may not be returned at all. Unsuccessful bidders will be advised by the Project Manager or dedicated CCT Official to collect their samples, save in the aforementioned instances where the samples would not be returned.

2.2.19 Certificates

The tenderer must provide the CCT with all certificates as stated below:

2.2.19.1 Broad-Based Black Economic Empowerment Status Level Documentation

In order to qualify for preference points, it is the responsibility of the tenderer to submit documentary proof, either as certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act, of its B-BBEE status level of contribution in accordance with the applicable Codes of good practise as issued by the Department of Trade and Industry, to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5) or included with the tender submission.

Consortiums/Joint Ventures will qualify for preference points, provided that the **entity** submits the relevant certificate/scorecard in accordance with the applicable codes of good practise. Note that, in the case of unincorporated entities, a verified consolidated B-BBEE scorecard must be submitted in the form of a certificate with the tender.

Tenderers are further referred to the content of the **Preference Schedule** for the full terms and conditions applicable to the awarding of preference points.

The applicable code for this tender is the **Amended Codes of Good Practise (Generic Scorecard)** unless in possession of a valid sector certificate.

The tenderer shall indicate in Section 4 of the **Preference Schedule** the Level of Contribution in respect of the enterprise status or structure of the tendering entity (the supplier).

2.2.19.2 Evidence of tax compliance

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant subject to the requirements of clause 2.2.1.1.2.h. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Clearance Certificate issued by SARS to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5), or included with this tender. The tenderer must also provide its Tax Compliance Status PIN number on the **Details of Tenderer** pages of the tender submission.

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate.

Before making an award the City must verify the bidder's tax compliance status. Where the recommended bidder is not tax compliant, the bidder should be notified of the non-compliant status and be requested to submit to the City, within 7 working days, written proof from SARS that they have made arrangement to meet their outstanding tax obligations. The proof of tax compliance submitted by the bidder must be verified by the City via CSD or e-Filing. The City should reject a bid submitted by the bidder if such bidder fails to provide proof of tax compliance within the timeframe stated herein.

Only foreign suppliers who have answered "NO" to all the questions contained in the Questionnaire to Bidding Foreign Suppliers section on the **Details of Tenderer** pages of the tender submission, are not required to register for a tax compliance status with SARS.

2.2.20 Compliance with Occupational Health and Safety Act, 85 of 1993

Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall submit **upon written request to do so by the CCT**, a Health and Safety Plan in sufficient detail to demonstrate the necessary competencies and resources to deliver the goods or services all in accordance with the Act, Regulations and Health and Safety Specification.

2.2.21 Claims arising from submission of tender

The tenderer warrants that it has:

- a) inspected the Specifications and read and fully understood the Conditions of Contract.

- b) read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted himself with the nature of the goods or services proposed and generally of all matters which may influence the Contract.
- c) visited the site(s) where delivery of the proposed goods will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site(s) and made the necessary provisions for any additional costs involved thereby.
- d) requested the CCT to clarify the actual requirements of anything in the Specifications and Price Schedule, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.
- e) received any notices to the tender documents which have been issued in accordance with the CCT's Supply Chain Management Policy.

The CCT will therefore not be liable for the payment of any extra costs or claims arising from the submission of the tender.

2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

2.3.1.1 Unless otherwise stated in the Tender Conditions, respond to a request for clarification received up to one week (where possible) before the tender closing time stated on the front page of the tender document.

2.3.1.2 The CCT's representative for the purpose of this tender is stated on the General Tender Information page.

2.3.2 Issue Notices

If necessary, issue addenda in writing that may amend or amplify the tender documents to each tenderer during the period from the date the tender documents are available until one week before the tender closing time stated in the Tender Data. The Employer reserves its rights to issue addenda less than one week before the tender closing time in exceptional circumstances. If, as a result a tenderer applies for an extension to the closing time stated on the front page of the tender document, the CCT may grant such extension and, shall then notify all tenderers who drew documents.

Notwithstanding any requests for confirmation of receipt of notices issued, the tenderer shall be deemed to have received such notices if the CCT can show proof of transmission thereof via electronic mail, facsimile or registered post.

2.3.3 Opening of tender submissions

2.3.3.1 Unless the two-envelope system is to be followed, open tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender conditions.

Tenders will be opened immediately after the closing time for receipt of tenders as stated on the front page of the tender document, or as stated in any Notice extending the closing date and at the closing venue as stated in the General Tender Information.

2.3.3.2 Announce at the meeting held immediately after the opening of tender submissions, at the closing venue as stated in the General Tender Information, the name of each tenderer whose tender offer is opened and, where possible, the prices and the preferences indicated.

2.3.3.3 Make available a record of the details announced at the tender opening meeting on the CCT's website (<http://www.capetown.gov.za/en/SupplyChainManagement/Pages/default.aspx>.)

2.3.4 Two-envelope system

2.3.4.1 Where stated in the tender conditions that a two-envelope system is to be followed, open only the technical proposal of tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender conditions and announce the name of each tenderer whose technical proposal is opened.

2.3.4.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who have submitted responsive technical proposals of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who have submitted responsive technical proposals in accordance with the requirements as stated in the tender conditions, and announce the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals were non responsive.

2.3.5 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

2.3.6 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

2.3.7 Test for responsiveness

2.3.7.1 Appoint a Bid Evaluation Committee and determine after opening whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

2.3.7.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the CCT's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the goods, services or supply identified in the Specifications,
- b) significantly change the CCT's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of any material deviation or qualification.

The CCT reserves the right to accept a tender offer which does not, in the CCT's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender documents.

2.3.8 Arithmetical errors, omissions and discrepancies

2.3.8.1 Check the responsive tenders for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the Price Schedule; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in the Price Schedule; or
 - ii) the summation of the prices; or
 - iii) calculation of individual rates.

2.3.8.2 The CCT must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as tendered shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if Price Schedules apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

2.3.8.3 In the event of tendered rates or lump sums being declared by the CCT to be unacceptable to it because they are not priced, either excessively low or high, or not in proper balance with other rates or lump sums, the tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the CCT is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

The tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the CCT, but this shall be done without altering the tender offer in accordance with this clause.

Should the tenderer fail to amend his tender in a manner acceptable to and within the time stated by the CCT, the CCT may declare the tender as non-responsive.

2.3.9 Clarification of a tender offer

The CCT may, after the closing date, request additional information or clarification from tenderers, in writing on any matter affecting the evaluation of the tender offer or that could give rise to ambiguity in a contract arising from the tender offer, which written request and related response shall not change or affect their competitive position or the substance of their offer. Such request may only be made in writing by the Director: Supply Chain Management using any means as appropriate.

2.3.10 Evaluation of tender offers

2.3.10.1 General

2.3.10.1.1 Reduce each responsive tender offer to a comparative price and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender conditions.

2.3.10.1.2 For evaluation purposes only, the effects of the relevant contract price adjustment methods will be considered in the determination of comparative prices as follows:

- a. If the selected method is based on bidders supplying rates or percentages for outer years, comparative prices would be determined over the entire contract period based on such rates or percentages.
- b. If the selected method is based on a formula, indices, coefficients, etc. that is the same for all bidders during the contract period, comparative prices would be the prices as tendered for year one.
- c. If the selected method is based on a formula, indices, coefficients, etc. that varies between bidders, comparative prices would be determined over the entire contract period based on published indices relevant during the 12 months prior to the closing date of tenders.
- d. If the selected method includes an imported content requiring rate of exchange variation, comparative prices would be determined based on the exchange rates tendered for the prices as tendered for year one. The rand equivalent of the applicable currency 14 days prior to the closing date of tender will be used (the CCT will check all quoted rates against those supplied by its own bank).
- e. If the selected method is based on suppliers' price lists, comparative prices would be the prices as tendered for year one.
- f. If the selected method is based on suppliers' price lists and / or rate of exchange, comparative prices would be determined as tendered for year one whilst taking into account the tendered percentage subject to rate of exchange (see sub clause (d) for details on the calculation of the rate of exchange).

2.3.10.1.3 Where the scoring of functionality forms part of a bid process, each member of the Bid Evaluation Committee must individually score functionality. The individual scores must then be interrogated and calibrated if required where there are significant discrepancies. The individual scores must then be added together and averaged to determine the final score.

2.3.10.2 Decimal places

Score financial offers, preferences and functionality, as relevant, to two decimal places.

2.3.10.3 Scoring of tenders (price and preference)

2.3.10.3.1 Points for price will be allocated in accordance with the formula set out in this clause based on the tender rates per item as set out in the **Price Schedule (Part 5)**.

2.3.10.3.2 Points for preference will be allocated in accordance with the provisions of **Preference Schedule** and the table in this clause.

2.3.10.3.3 The terms and conditions of **Preference Schedule** as it relates to preference shall apply in all respects to the tender evaluation process and any subsequent contract.

2.3.10.3.4 Applicable formula:

The 90/10 price/preference points system will be applied to the evaluation of responsive tenders over a Rand value of R50'000'000 (all applicable taxes included), whereby the order(s) will be placed with the tenderer(s) scoring the highest total number of adjudication points.

Price shall be scored as follows:

$$P_s = 90 \times \left(1 - \frac{(P_t - P_{min})}{P_{min}}\right)$$

Where: P_s is the number of points scored for price;
 P_t is the price of the tender under consideration;
 P_{min} is the price of the lowest responsive tender.

Preference points shall be scored as follows:

Points will be awarded to tenderers who are eligible for preferences in respect of the B-BBEE level of contributor attained in terms of **Preference Schedule**.

A maximum of 10 tender adjudication points will be awarded for preference to tenderers with responsive tenders who are eligible for such preference, in accordance with the criteria listed below.

Up to **10** adjudication points (N_P) will be awarded for the level of B-BBEE contribution, in accordance with the tables below:

B-BBEE Status Level of Contributor	Number of Points for Preference
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

**A non-compliant contributor is one who does not meet the minimum score for a level 8 contributor.*

or, in respect of Exempted Micro Enterprises (EMEs):

Black Ownership of EME	Deemed Status Contributor	B-BBEE Level of Contributor	Number of Points for Preference
less than 51%	4		5
at least 51% but less than 100%	2		9
100%	1		10

or, in respect of Qualifying Small Enterprises (QSEs):

Black Ownership of QSE	Deemed Status Contributor	B-BBEE Level of Contributor	Number of Points for Preference
at least 51% but less than 100%	2		9
100%	1		10

The total number of adjudication points (N_T) shall be calculated as follows:

$$N_T = P_s + N_P$$

Where: P_s is the number of points scored for price;

Np is the number of points scored for preference.

The terms and conditions of the **Preference Schedule** shall apply in all respects to the tender evaluation process and any subsequent contract.

2.3.10.5 Risk Analysis

Notwithstanding compliance with regard to any requirements of the tender, the CCT will perform a risk analysis in respect of the following:

- a) reasonableness of the financial offer
- b) reasonableness of unit rates and prices
- c) the tenderer's ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, capacity, experience, reputation, personnel to perform the contract, etc.; the CCT reserves the right to consider a tenderer's existing contracts with the CCT in this regard
- d) any other matter relating to the submitted bid, the tendering entity, matters of compliance, verification of submitted information and documents, etc.

The conclusions drawn from this risk analysis will be used by the CCT in determining the acceptability of the tender offer.

No tenderer will be recommended for an award unless the tenderer has demonstrated to the satisfaction of the CCT that he/she has the resources and skills required.

2.3.11 Negotiations with preferred tenderers

The CCT may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

- a) does not allow any preferred tenderer a second or unfair opportunity;
- b) is not to the detriment of any other tenderer; and
- c) does not lead to a higher price than the tender as submitted.

If negotiations fail to result in acceptable contract terms, the City Manager (or his delegated authority) may terminate the negotiations and cancel the tender, or invite the next ranked tenderer for negotiations. The original preferred tenderer should be informed of the reasons for termination of the negotiations. If the decision is to invite the next highest ranked tenderer for negotiations, the failed earlier negotiations may not be reopened by the CCT.

Minutes of any such negotiations shall be kept for record purposes.

The provisions of this clause will be equally applicable to any invitation to negotiate with any other tenderers.

In terms of the PPPFA Regulations, 2017, tenders must be cancelled in the event that negotiations fail to achieve a market related price with any of the three highest scoring tenderers.

2.3.12 Acceptance of tender offer

Notwithstanding any other provisions contained in the tender document, the CCT reserves the right to:

2.3.12.1 Accept a tender offer(s) which does not, in the CCT's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender document.

2.3.12.2 Accept the whole tender or part of a tender or any item or part of any item or items from multiple manufacturers, or to accept more than one tender (in the event of a number of items being offered), and the CCT is not obliged to accept the lowest or any tender.

2.3.12.3 Accept the tender offer(s), if in the opinion of the CCT, it does not present any material risk and only if the tenderer(s)::

- a) is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system, preventing participation in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,complies with the legal requirements, if any, stated in the tender data, and
- e) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

If an award cannot be made in terms of anything contained herein, the Employer reserves the right to consider the next ranked tenderer(s).

2.3.12.4 Not to make an award, or revoke an award already made, where the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):

- a) reports of poor governance and/or unethical behaviour;
- b) association with known family of notorious individuals;
- c) poor performance issues, known to the City;
- d) negative social media reports; and
- e) adverse assurance (e.g. due diligence) report outcomes.

2.3.12.5 The CCT reserves the right to nominate an alternative bidder at the time when an award is made and in the event that a contract is terminated during the execution thereof, the CCT may consider the award of the contract, or non-award, to the alternative bidder in terms of the procedures included its SCM Policy.

2.3.13 Prepare contract documents

2.3.13.1 If necessary, revise documents that shall form part of the contract and that were issued by the CCT as part of the tender documents to take account of:

- a) notices issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the CCT and the successful tenderer.

2.3.13.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

2.3.14 Notice to successful and unsuccessful tenderers

2.3.14.1 Before accepting the tender of the successful tenderer the CCT shall notify the successful tenderer in writing of the decision of the CCT's Bid Adjudication Committee to award the tender to the successful tenderer. No rights shall accrue to the successful tenderer in terms of this notice

2.3.14.2 The CCT shall, at the same time as notifying the successful tenderer of the Bid Adjudication Committee's decision to award the tender to the successful tenderer, also give written notice to the other tenderers informing them that they have been unsuccessful.

2.3.15 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these Conditions of Tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 8	Page 20 of 66

TENDER NO: 109S/2022/23

TENDER DESCRIPTION: SERVICING, GENERAL REPAIRS AND STRUCTURAL REPAIRS OF HYDRAULIC EQUIPMENT AND WASTE COMPACTORS (SUPPLEMENTARY TO TENDER NO. 269S/2020/21)

CONTRACT PERIOD: NOT EXCEEDING THIRTY SIX (36) MONTHS FROM THE DATE OF COMMENCEMENT OF CONTRACT

VOLUME 2: RETURNABLE DOCUMENTS

TENDERER	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual	
TRADING AS (if different from above)	

NATURE OF TENDER OFFER (please indicate below)	
Main Offer (see clause 2.2.11.1)	
Alternative Offer (see clause 2.2.11.1)	

VOLUME 2: RETURNABLE DOCUMENTS

(3) DETAILS OF TENDERER

1.1 Type of Entity (Please tick one box)

☐ Individual / Sole Proprietor

☐ Close Corporation

☐ Company

☐ Partnership or Joint Venture or Consortium

☐ Trust

☐ Other:

1.2 Required Details (Please provide applicable details in full):

Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual /Sole Proprietor	
Trading as (if different from above)	
Company / Close Corporation registration number (if applicable)	
Postal address	Postal Code _____
Physical address (Chosen domicilium citandi et executandi)	Postal Code _____
Contact details of the person duly authorised to represent the tenderer	Name: Mr/Ms _____ (Name & Surname) Telephone:(____) _____ Fax:(____) _____ Cellular Telephone: _____ E-mail address: _____
Income tax number	
VAT registration number	
SARS Tax Compliance Status PIN	
City of Cape Town Supplier Database Registration Number (See Conditions of Tender)	
National Treasury Central Supplier Database registration number (See Conditions of Tender)	

Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	☐ Yes ☐ No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	☐ Yes ☐ No If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)
Questionnaire to Bidding Foreign Suppliers	a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa? ☐ Yes ☐ No
	b) Does the tenderer have a permanent establishment in the Republic of South Africa? ☐ Yes ☐ No
	c) Does the tenderer have any source of income in the Republic of South Africa? ☐ Yes ☐ No
	d) Is the tenderer liable in the Republic of South Africa for any form of taxation? ☐ Yes ☐ No
Other Required registration numbers	

(4) FORM OF OFFER AND ACCEPTANCE

TENDER No. 109S/2022/23 - SERVICING, GENERAL REPAIRS AND STRUCTURAL REPAIRS OF HYDRAULIC EQUIPMENT AND WASTE COMPACTORS (SUPPLEMENTARY TO TENDER NO. 269S/2020/21)

OFFER: (TO BE FILLED IN BY TENDERER):

Required Details (Please provide applicable details in full):

Name of Tendering Entity* ("the tenderer")	
Trading as (if different from above)	

AND WHO IS represented herein by: (full names of signatory)

duly authorised to act on behalf of the tenderer in his capacity as: (title/ designation)

HEREBY AGREES THAT by signing the *Form of Offer and Acceptance*, the tenderer:

1. confirms that it has examined the documents listed in the Index (including Schedules and Annexures) and has accepted all the Conditions of Tender;
2. confirms that it has received and incorporated any and all notices issued to tenderers issued by the CCT;
3. confirms that it has satisfied itself as to the correctness and validity of the tender offer; that the price(s) and rate(s) offered cover all the goods and/or services specified in the tender documents; that the price(s) and rate(s) cover all its obligations and accepts that any mistakes regarding price(s), rate(s) and calculations will be at its own risk;
4. offers to supply all or any of the goods and/or render all or any of the services described in the tender document to the CCT in accordance with the:
 - 4.1 terms and conditions stipulated in this tender document;
 - 4.2 specifications stipulated in this tender document; and
 - 4.3 at the prices as set out in the **Price Schedule**.
5. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.

Signature(s)

Print name(s):
On behalf of the tenderer (duly authorised)

Date

INITIALS OF CITY OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER No. 109S/2022/23 - SERVICING, GENERAL REPAIRS AND STRUCTURAL REPAIRS OF HYDRAULIC EQUIPMENT AND WASTE COMPACTORS (SUPPLEMENTARY TO TENDER NO. 269S/2020/21)

ACCEPTANCE (TO BE FILLED IN BY THE CITY OF CAPE TOWN)

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the supplier the amount due in accordance with the conditions of contract. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

- (7) & (8): Special and General Conditions of Tender
- (5) Price schedule
- 13: Specifications

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documents to be provided in terms of the conditions of contract identified in the special contract conditions. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the parties have signed the table below and confirms receipt from the employer of one fully completed original copy of this agreement, including the schedule of deviations (if any). The tenderer (now supplier) shall within five working days of the agreement coming into effect notify the employer in writing of any reason why he cannot accept the contents of this agreement as a complete and accurate memorandum thereof, failing which the agreement presented to the contractor shall constitute the binding contract between the parties.

The Parties	Employer	Supplier
Business Name		
Business Registration		
Tax number (VAT)		
Physical Address		
Accepted contract sum including tax		
Accepted contract duration		
Signed – who by signature hereto warrants authority		
Name of signatory		
Signed: Date		
Signed: Location		
Signed: Witness		
Name of Witness		

FORM OF OFFER AND ACCEPTANCE (continued)

(TO BE FILLED IN BY THE CITY OF CAPE TOWN)

Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the CCT before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1 Subject

Details

.....

.....

2 Subject

Details

.....

.....

3 Subject

Details

.....

.....

4 Subject

Details

.....

.....

.....

By the duly authorised representatives signing this agreement, the CCT and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to this tender document and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the CCT during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

(5) PRICE SCHEDULE

Bid specifications may not make any reference to any particular trade mark, name, patent, design, type, specific origin or producer, unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the words "or equivalent".

TENDERERS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS TO ANY PARTICULAR TRADE MARK, NAME, PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE ACCOMPANIED BY THE WORDS 'OR EQUIVALENT'

Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.
- 5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 5.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 5.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 5.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.**
- 5.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.
- 5.8 The tendered "labour" rate is inclusive of normal hours, after hours, public holidays, weekends, expenses, disbursements and consumables costs that may be required for the execution of the tenderer's obligations in terms of the contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the contract as well as overhead charges and profit (in the event that the tender is successful). The tenderer "labour" rate will be used for fair and reasonability assessment. The labour rate refers to all work i.e. structural as well as hydraulic repairs.
- 5.9 Tenderers to note that a single labour and call out rate as contemplated in table 1 for waste compactors and general hydraulics will be applicable. Dual rates will not be considered.
- 5.9 A value of up to eight percent (8%) on the invoiced price of outsourced repair work / buy outs will be allowed.
This handling fee is not applicable to in-house spares. It is only applied to any outsourced repair work or buyouts which includes specialist items / components which needs to be acquired in the course of the work required by this tender.

INITIALS OF CITY OFFICIALS		
1	2	3

- 5.10 Regarding the Field Service, the call-out fee must be charged as a fixed value which includes all the costs to get to the specified location thereafter the hourly labour rate may be charged which is all inclusive of normal working hour costs, overtime hours, public holidays etc. as stated in clause 5.8 above.
- 5.11. The tenderer submitting offers on waste compactors and general hydraulics vehicles in the price schedule may utilize one field service vehicle across such items.
- 5.12 The provision of in-house (stock item) as per clause 5.9.9 of the specification will attract a zero (0%) handling fee, tenderers are to note this does not affect the trade discount they enjoy from their suppliers.
- 5.13 Service Providers do not have to tender for all items as further detailed in Schedule 15 A: ASSETS FOR REPAIR. Please complete the Table 1 below and submit the applicable rates.

Table 1: Category Selection and Specification Tendering for

Specification Reference	Description	Schedule 15 A	Select Yes / No
T1	WASTE COMPACTORS	T1-A	
T2	GENERAL HYDRAULICS Hook lifts, Tip Trucks, Skip Loaders, Side Loaders and Similar, Roll Backs, Vacuum Tankers, Sewer Jet Machines, Jet /Vac Combination Units, Fuel Bowser, Mechanical Street Sweepers and similar	T2-A	

The tenderer is to provide a all-inclusive hourly labour rate and all-inclusive field service call out fee for any relevant work selected in Table 1

Item	Description	Price (Excluding VAT)
1.1	Hourly labour rate	R.....
1.2	Field service call out fee	R.....
1.3	Buy-outs and/or handling fee % Mark up (Maximum 8% allowed)	%
1.4	In-house/Spares part % Handling fee	0%

(6) SUPPORTING SCHEDULES

Schedule 1: Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums

This schedule is to be completed if the tender is submitted by a partnership/joint venture/ consortium.

1. We, the undersigned, are submitting this tender offer as a partnership/ joint venture/ consortium and hereby authorize Mr/Ms _____, of the authorised entity _____, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/ consortium's behalf.
2. By signing this schedule the partners to the partnership/joint venture/ consortium:
 - 2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/ consortium;
 - 2.2 agree that the CCT shall make all payments in terms of this Contract into the following bank account of the Lead Partner:
 Account Holder: _____
 Financial Institution: _____
 Branch Code: _____
 Account No.: _____
 - 2.3 agree that in the event that there is a change in the partnership/ joint venture/ consortium and/or should a dispute arise between the partnership/joint venture/ consortium partners, that the CCT shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the CCT is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the CCT of the details of the new bank account into which it is required to make payment.
 - 2.4 agree that they shall be jointly and severally liable to the CCT for the due and proper fulfilment by the successful tenderer/supplier of its obligations in terms of the Contract as well as any damages suffered by the CCT as a result of breach by the successful tenderer/supplier. The partnership/joint venture/ consortium partners hereby renounce the benefits of excussion and division.

SIGNED BY THE PARTNERS OF THE PARTNERSHIP/ JOINT VENTURE/ CONSORTIUM		
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....

Note: A copy of the Joint Venture Agreement shall be appended to List of other documents attached by tenderer schedule.

Schedule 2: Declaration for Procurement above R10 million

If the value of the transaction is expected to exceed R10 million (VAT included) the tenderer shall complete the following questionnaire, attach the necessary documents and sign this schedule:

1. Are you by law required to prepare annual financial statements for auditing ? (Please mark with X)

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

1.1 If YES, submit audited annual financial statements:

- (i) for the past three years, or
- (ii) since the date of establishment of the tenderer (if established during the past three years)

By attaching such audited financial statements to **List of other documents attached by tenderer** schedule.

2. Do you have any outstanding undisputed commitments for municipal services towards the CCT or other municipality in respect of which payment is overdue for more than 30 (thirty) days? (Please mark with X)

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

- 2.1 If NO, this serves to certify that the tenderer has no undisputed commitments for municipal services towards any municipality for more than three (3) (three) months in respect of which payment is overdue for more than 30 (thirty) days.

2.2 If YES, provide particulars:

3. Has any contract been awarded to you by an organ of state during the past five (5) years? (Please mark with X)

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

3.1 If YES, insert particulars in the table below including particulars of any material non-compliance or dispute concerning the execution of such contract. Alternatively attach the particulars to **List of other documents attached by tenderer** schedule in the same format as the table below:

Organ of State	Contract Description	Contract Period	Non-compliance/dispute (if any)

4. Will any portion of the goods or services be sourced from outside the Republic, and if so, what portion and whether any portion of payment from the CCT is expected to be transferred out of the Republic? (Please mark with X)

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

4.1 If YES, furnish particulars below

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

Signature
Print name:
On behalf of the tenderer (duly authorised)

Date

Schedule 3: Preference Schedule

1 Definitions

The following definitions shall apply to this schedule:

All applicable taxes: Includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

Applicable Code: Shall be either the Amended Codes of Good Practise (published on 11 October 2013) or Sector Specific Codes as indicated in the tender conditions

B-BBEE: Broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.

B-BBEE status level of contributor: The B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act

Bid (Tender): A written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals.

Black Designated Groups: The meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003, (Act 53 of 2003).

Black People: The meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act.

Broad-Based Black Economic Empowerment Act: The Broad-Based Black Economic Empowerment Act, Act 53 of 2003.

Consortium or Joint Venture: 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.

Contract The agreement that results from the acceptance of a bid by an organ of state.

Co-operative: A co-operative registered in terms of section 7 of the Co-operatives Act, 2005 (Act no. 14 of 2005).

Designated Group: Black designated groups, black people, women, people with disabilities or small enterprises as defined in section 1 of the National Small Enterprises Act, 1996 (act no. 102 of 1996)

Designated Sector: A sector, sub-sector or industry or product that has been designated in terms of any relevant regulation of the Preferential Procurement Regulations, 2017.

Exempted Micro Enterprise (EME): An exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act

Firm Price: The price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.

Functionality: The ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

Military Veteran: The meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011).

National Treasury: The meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 18 of 1999).

Non-firm prices: All prices other than "firm" prices.

Person: Includes a juristic person.

People with disabilities: The meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No. 55 of 1998).

Price: Includes all applicable taxes less unconditional discounts.

Proof of B-BBEE status level of contributor: The B-BBEE status level certificate issued by an authorised body or person, a sworn affidavit as prescribed by the B-BBEE Codes of good Practice or any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.

Qualifying Small Enterprise (QSE): A qualifying small enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

Rand Value: means the total estimated value of a contract in Rand, calculated at the time of bid invitations.

Rural Area: A sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area or an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have a traditional land tenure system.

Stipulated Minimum Threshold: The minimum threshold stipulated in terms of any relevant regulation of the Preferential Procurement Regulations, 2017.

Sub-contract: The primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.

The Act: The Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000).

Total Revenue: Bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007.

Township: An urban living area that at any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994.

Treasury: The meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 18 of 1999).

Trust: The arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

Trustee: Any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

Youth: The meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008).

2 Conditions associated with the granting of preferences

A supplier that is granted a preference undertakes to:

- 1) accept that the number of preference points allocated will be based on the B-BBEE status level of contributor of the supplier as at the closing date for submission of tender offers;
- 2) not sub-contract more than 25% of the value of the contract to sub-contractors that do not have an equal or higher B-BBEE status level of contributor than the supplier, unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works or unless otherwise declared in terms of Section 5 below;
- 3) accept that a contract may not be awarded if the price offered is not market related;
- 4) accept the sanctions set out in Section 3 below should Condition 2(2) be breached, or should the tenderer have submitted any false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of this bid that will affect, or has affected the bid evaluation;
- 5) accept that, in order to qualify for preference points, it is the responsibility of the supplier to submit documentary proof of its BBEE level of contribution in accordance with the Codes of Good Practise, 2013, to the CCT at the Supplier Management Unit located within the Tender Distribution Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5);
- 6) accept that, further to 5) above, Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2017. Note that, in the case of unincorporated entities, a verified scorecard in the name of the consortium/Joint Venture must be submitted with the quotation (attached to this schedule);
- 7) accept that if it is found that, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) above was based, and the impact of which is that the Joint Venture would not have been awarded the contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, then a financial penalty shall be applied (in addition to any other remedies that the CCT may have) in accordance with Section 3 below;
- 8) accept that the CCT will verify the B-BBEE level of contributor of the supplier as at the closing date for submission of tender offers, to determine the number of preference points to be awarded to the supplier. In the case of Consortiums/Joint Ventures which tender as unincorporated entities, a verified scorecard

submitted with the tender and valid as at the closing date will be used to determine the number of preference points to be awarded to the supplier;

- 9) accept that, notwithstanding 8) above, a supplier will **not** be awarded points for B-BBEE status level of contributor if he indicates in his tender that he intends sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that the supplier qualifies for unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works;
- 10) accept that any subcontracting arrangements after the award of the tender may only be entered into upon the prior approval of the City of Cape Town; and
- 11) immediately inform the City of Cape Town of any change that may affect the tenderer's B-BBEE level of contribution upon which preference points will be or have been allocated.

3 Sanctions relating to breaches of preference conditions

The sanctions for breaching the conditions associated with the granting of preferences are:

- 1) disqualify the supplier from the tender process;
- 2) recover costs, losses or damages the CCT has incurred or suffered as a result of the supplier's or contractor's conduct;
- 3) cancel the contract in whole or in part and claim any damages which the CCT has suffered as a result of having to make less favourable arrangements due to such cancellation;
- 4) restrict the supplier, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from the CCT for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied and inform the National Treasury accordingly;
- 5) forward the matter for criminal prosecution; and/or
- 6) financial penalties payable to the CCT, as set out below.

Financial penalty for breach of Condition 2 in Section 2 above:

The penalty to be applied for sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the preference points that the supplier qualified for (unless so declared or proven to be beyond the control of the supplier, or the sub-contractors are EMEs that have the capability and ability to execute the sub-contract works) shall be as provided for in the following formula:

$$\text{Penalty} = 0.5 \times E(\%) \times P^*$$

where:

E = The value of work (excluding VAT) executed by sub-contractors that do not qualify for at least the preference points that the supplier qualified for, expressed as a percentage of P*, less 25%

P* = Value of the contract

Financial penalty for breach in terms of condition 6 in Section 2 above:

The penalty to be applied where, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) in Section 2 above was based, and the impact of which is that the Joint Venture would not have been awarded that contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, shall be as provided for in the following formula:

$$\text{Penalty} = 5/100 \times (B-BBEE^a - B-BBEE^t) \times P^*$$

where:

B-BBEE^a = The B-BBEE level of contribution that is achieved, determined in accordance with the actual participation of the Joint Venture partners in the performance of the contract

B-BBEE^t = The B-BBEE level of contribution that was used to determine the number of preference points granted to the Joint Venture at the time of tender evaluation

P* = Value of the contract

Financial penalty for breach in terms of condition 10 in Section 2 above:

The penalty to be applied where the supplier fails to disclose subcontracting arrangement after the award of the tender is up to a maximum of 10% of the value of the contract.

4 Level of Contribution in respect of enterprise status or structure of the tendering entity (the supplier)

In the interest of transparency, suppliers are required to complete Table 1: Level of Contribution below.

Table 1: Level of Contribution

Type of B-BBEE Contributor	Status (tick box(es) below as applicable)
Exempted Micro Enterprise (EME), 100% black-owned	☐
Exempted Micro Enterprise (EME), at least 51% but less than 100% black-owned	☐
Exempted Micro Enterprise (EME), less than 51% black-owned	☐
Qualifying Small Enterprise (QSE), 100% black-owned	☐
Qualifying Small Enterprise (QSE), at least 51% but less than 100% black-owned	☐
Qualifying Small Enterprise (QSE), less than 51% black-owned	☐
Verified B-BBEE contributor B-BBEE Status Level of Contributor ¹ ☐	☐
Non-compliant contributor	☐

¹ If it is indicated that the company/firm/entity is a verified B-BBEE contributor, then the verified status level of contributor must be inserted in the box provided (insert a number from 1 to 8 as applicable)

5 Declarations

- 1) With reference to Condition 8 in Section 2 above, the supplier declares that:

I/we hereby forfeit my preference points because I /we DO intend sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that I/we as supplier qualify for or are not exempted micro enterprises that have the capability and ability to execute the sub-contract works

☐

Note:

Suppliers who do not tick this box will be allocated preference points but the sanctions relating to breaches of preference conditions in Section 3 will be applicable if the supplier contravenes the conditions in Section 2.

- 2) The undersigned, who warrants that he/she is duly authorised to do so on behalf of the supplier, hereby certifies that the preference claimed based on the B-BBEE status level of contribution indicated in Table 1, qualifies the supplier, subject to condition 8 in Section 2 above, for such preference claimed, and acknowledges that:
- the information furnished is true and correct;
 - the preference claimed is in accordance with the conditions of this schedule;
 - the supplier may be required to furnish documentary proof to the satisfaction of the CCT that the BBBEE level of contributor as at the closing date is correct; and
 - he/she understands the conditions under which preferences are granted, and confirms that the supplier will satisfy the conditions pertaining to the granting of preferences.

Signature

Date

Name (PRINT)
(For and on behalf of the Supplier (duly authorised))

For official use.		
SIGNATURE OF CITY OFFICIALS AT TENDER OPENING		
1.	2.	3.

Schedule 4: Declaration of Interest – State Employees (MBD 4 amended)

1. No bid will be accepted from:
 - 1.1 persons in the service of the state¹, or
 - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
 - 1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town during the twelve months after the City employee has left the employ of the City, or
 - 1.4 from an entity who has employed a former City employee who was at a level of T14 or higher at the time of leaving the City's employ and involved in any of the City's bid committees for the bid submitted, if:
 - 1.4.1 the City employee left the City's employment voluntarily, during a period of 12 months after the City employee has left the employ of the City;
 - 1.4.2 the City employee left the City's employment whilst facing disciplinary action by the City, during a period of 24 months after the City employee has left the employ of the City, or any other period prescribed by applicable legislative provisions, after having left the City's employ.
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 tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of tenderer or his or her representative:.....
 - 3.2 Identity Number:.....
 - 3.3 Position occupied in the Company (director, trustee, shareholder²):.....
 - 3.4 Company or Close Corporation Registration Number:.....
 - 3.5 Tax Reference Number.....
 - 3.6 VAT Registration Number:.....
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars
 - 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
 - 3.9.1 If yes, furnish particulars
 - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.10.1 If yes, furnish particulars
 - 3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.11.1 If yes, furnish particulars.....
 - 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars

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

3.13.1 If yes, furnish particulars

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

3.14.1 If yes, furnish particulars

3.15 Have you, or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company been in the service of the City of Cape Town in the past twelve months? **YES / NO**

3.15.1 If yes, furnish particulars

3.16 Do you have any employees who was in the service of the City of Cape Town at a level of T14 or higher at the time they left the employ of the City, and who was involved in any of the City's bid committees for this bid? **YES / NO**

3.16.1 If yes, furnish particulars

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

Full Name	Identity Number	State Employee Number

If the above table does not sufficient to provide the details of all directors / trustees / shareholders, please append full details to the tender submission.

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

Signature
Print name:

Date

On behalf of the tenderer (duly authorised)

¹**MSCM Regulations: “in the service of the state” means to be –**

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

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

Schedule 5: Conflict of Interest Declaration

1. The tenderer shall declare whether it has any conflict of interest in the transaction for which the tender is submitted. (Please mark with X)

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

- 1.1 If yes, the tenderer is required to set out the particulars in the table below:

2. The tenderer shall declare whether it has directly or through a representative or intermediary promised, offered or granted:

- 2.1 any inducement or reward to the CCT for or in connection with the award of this contract; or

- 2.2 any reward, gift, favour or hospitality to any official or any other role player involved in the implementation of the supply chain management policy. (Please mark with X)

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

- If yes, the tenderer is required to set out the particulars in the table below:

Should the tenderer be aware of any corrupt or fraudulent transactions relating to the procurement process of the City of Cape Town, please contact the following:

the City's anti-corruption hotline at 0800 32 31 30 (toll free)

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

Signature
Print name:
On behalf of the tenderer (duly authorised)

Date

Schedule 6: Declaration of Tenderer's Past Supply Chain Management Practices (MBD 8)

Where the entity tendering is a partnership/joint venture/consortium, each party to the partnership/joint venture/consortium must sign a declaration in terms of the Municipal Finance Management Act, Act 56 of 2003, and attach it to this schedule.

1 The tender offer of any tenderer may be rejected if that tenderer or any of its directors/members have:

- a) abused the municipality's / municipal entity's supply chain management system or committed any fraudulent conduct in relation to such system;
- b) been convicted for fraud or corruption during the past five years;
- c) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or Database of Restricted Suppliers.

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

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

2.3.1	If so, furnish particulars:		
Item	Question	Yes	No
2.4	Does the tenderer 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 ☐
2.4.1	If so, furnish particulars:		
2.5	Was any contract between the tenderer 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 ☐
2.7.1	If so, furnish particulars:		

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, , restriction of the tenderer or the exercise by the employer of any other remedies available to it.

Signature
Print name:
On behalf of the tenderer (duly authorised)

Date

Schedule 7: Authorisation for the Deduction of Outstanding Amounts Owed to the City of Cape Town

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: _____
(Name of tenderer)

RE: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CITY OF CAPE TOWN

The tenderer:

- a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the City Manager may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer (or any of its directors/members/partners) to the CCT, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
- b) therefore hereby agrees and authorises the CCT to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and
- c) confirms the information as set out in the tables below for the purpose of giving effect to b) above;
- d) The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

Physical Business address(es) of the tenderer	Municipal Account number(s)

If there is not enough space for all the names, please attach the information to **List of other documents attached by tenderer** schedule in the same format:

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)

Signature
Print name:
On behalf of the tenderer (duly authorised)

Date

Schedule 8: Contract Price Adjustment and/or Rate of Exchange Variation

8 PRICING INSTRUCTIONS:

- 8.1. The Contract Price Adjustment mechanism and/or provisions relating to Rate of Exchange Variation, contained in this schedule is compulsory and binding on all tenderers.
- 8.2. Failure to complete this schedule or any part thereof may result in the tender offer being declared nonresponsive.
- 8.3. Service Providers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule, failing which the tender offer shall be declared non-responsive.
- 8.4. Service Providers are not permitted to offer firm prices except as provided for in the Price Schedule, and if the tenderer offers firm prices in contravention of this clause the tender offer shall be declared nonresponsive.
- 8.5. The annual cost price adjustment shall be based on the South African Consumer Price Index (CPI) for all Prices submitted (Item 1.1 & 1.2) in the Pricing Table as per the Pricing Instructions.

8.6. CALCULATION OF ADJUSTMENT

PRICE SUBMITTED AS PER THE PRICING TABLE

$$P_{\text{New}} = P_{\text{base}} * \text{CPI}_2 / \text{CPI}_1$$

Where P_{new} = Adjusted Rate

P_{base} = Base line Price

CPI_1 = Consumer Price Index (CPI) at commencement of period under review

CPI_2 = Consumer Price Index (CPI) at year end of period under review

8.7. CLAIMS

- | | |
|-----------------------|---|
| 1 st Year: | 12 months from date of commencement of contract
Firm – No request for price increases shall be entertained. |
| 2 nd Year: | Subject to the Consumer Price Index
The base month for the price adjustment shall be the month of commencement of the 1 st year and the end date shall be the 12 th month of the 1 st year. |
| 3 rd Year: | Subject to the Consumer Price Index
The base month for the price adjustment shall be the month of commencement of the 2 nd year and the end date shall be the 12 th month of the 2 nd year. |

8.8. THE SERVICE PROVIDERS SHALL NOTE OF THE FOLLOWING:

- 8.8.1. Service Providers shall make the application for contract price adjustment prior to the date upon which the price adjustment would become effective.
- 8.8.2. The effective date of any price increases granted will be the date on which the abovementioned documentation is submitted or, by agreement between the Service Provider and the CCT, a subsequent date on which the price increase will be effective.
- 8.8.3. In instances where the Service Providers price claimed is less than entitled, the lesser price will be accepted.
- 8.8.4. Orders placed prior to the effective date of any price increase shall be placed at the previously agreed price, not the claimed adjusted price.
- 8.8.5. All purchase orders issued subsequent to the effective date of the contract price adjustment will be generated at the approved adjusted contract price.

8.8.6. The City of Cape Town will consider the proposed contract price adjustment and based on the documentary evidence, the City of Cape Town may approve the adjustment.

8.8.7. A letter authorising the price adjustment will be issued to the Service Provider.

8.9. PRICE VARIATION CLAIMS

8.9.1. All requests for variation in the contract price submitted to CPA.Request@capetown.gov.za along with the supporting documents.

8.9.2. When submitting a claim for contract price adjustment the Service Provider shall indicate the actual amount claimed for each item.

8.9.3. A mere notification of a claim for contract price adjustment without stating the new price claimed for each item, shall not be regarded as a valid claim.

Schedule 9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender no. 109S/2022/23 - Servicing, General Repairs and Structural Repairs of Hydraulic Equipment and Waste Compactors (Supplementary to Tender No. 269S/2020/21] in response to the tender invitation made by THE CITY OF CAPE TOWN, do hereby make the following statements, which I certify to be true and complete in every respect:

I certify, on behalf of : _____ (Name of tenderer)

That:

1. I have read and I understand the contents of this Certificate;
2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised by the tenderer to sign this Certificate, and to submit this tender, on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorised by the tenderer to determine the terms of, and to sign, the tender on behalf of the tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word 'competitor' shall include any individual or organisation other than the tenderer, whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this tender invitation;
 - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at this tender independently from and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive price quoting.
7. In particular, without limiting the generality of paragraphs 5 and 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 tender;
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) tendering with the intention not to win the contract.
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 tender invitation relates.
9. The terms of this tender have not been and will not be disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders 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, Act 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 10 (ten) years in terms of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, or any other applicable legislation.

Signature

Date

Name (PRINT)

(For and on behalf of the Tenderer (duly authorised))

⁽¹ Consortium: 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.)

Schedule 10: Local Content Declaration / Annexure C

NOT APPLICABLE

Schedule 11: Price Basis for Imported Resources

NOT APPLICABLE

Schedule 12: Schedule of Pre-Qualification Criteria Sub-Contractors

NOT APPLICABLE

Schedule 13: List of other documents attached by tenderer

The tenderer has attached to this schedule, the following additional documentation:

	Date of Document	Title of Document or Description (refer to clauses / schedules of this tender document where applicable)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		

Attach additional pages if more space is required.

 Signature
 Print name:
 On behalf of the tenderer (duly authorised)

 Date

Schedule 14: Record of Addenda to Tender Documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

Schedule 15: Information to be provided with the tender

The following information to be provided by the tenderer with the Tender submission:

The schedules listed in the table below to be fully completed and submitted by the tenderer with the tender submission.

SCHEDULE 15	DESCRIPTION	TICK
A	ASSETS FOR REPAIR	
B	WORKSHOP PREMISES AND FACILITIES	
C	STAFF DETAILS AND COMPETENCIES Provide CV and Proof of qualified artisan (as per clause 5.2 of the specification)	
D	TECHNICAL COMPETENCIES	
E	FIELD SERVICE VEHICLES Provide valid registration certificate (if owned) or Lease Agreement (if leased) or Letter of intent to purchase	
F	WASTE REMOVAL COMPANIES	
	Submit proof of Bargaining Council registration as detailed in clause 5.4 of the specification	

SIGNED ON BEHALF OF TENDERER:

SCHEDULE 15A ASSETS FOR REPAIR**NOTE FOR SERVICE PROVIDERS:**

The service provider are required to examine the asset list then select those which match his / her area of expertise, by ticking alongside the relevant asset on the list.

Ticking below will also indicate to the City of Cape Town that older similar capacity models and new models can also be maintained and repaired.

T1 - A: COMPACTOR BODIES (T1)		
No	Type	Asset Type Tendering For:
1.1	WASTE COMPACTOR	

T2 – A: GENERAL HYDRAULIC EQUIPMENT (T2)		
No.	Type	Asset Type Tendering For:
2.1	TIPPER TRUCKS	
2.2	HOOK LIFTS	
2.3	SKIP LOADERS	
2.4	SIDE LOADERS AND SIMILAR	
2.5	ROLL BACKS	
2.6	VACUUM TANKERS	
2.7	SEWER JET MACHINES	
2.8	JET /VAC COMBINATION UNITS	
2.9	FUEL BOWSER	
2.10	MECHANICAL STREET SWEEPERS	

SCHEDULE 15B**WORKSHOP PREMISES AND FACILITIES****NOTE FOR SERVICE PROVIDERS**

The service providers are to note that the information listed below is **not** intended to be a comprehensive list of the workshop requirements but rather what is expected of the workshop and that information listed below by the vendor will be verified by the Assessor.

CLAUSE 36 OF THE SPECIAL CONDITIONS OF CONTRACT

This tender makes provision for the establishment of a fully compliant Workshop Facility within the Geographical Boundaries of the City of Cape Town, within Ninety days (90 days) from contract commencement.

Tenders must indicate whether they intend on invoking this clause **Yes () No ()**

COMPANY NAME				
HEAD OFFICE ADDRESS				
WORKSHOP ADDRESS				
GPS COORDINATES	LONGITUDE:		LATITUDE:	
WORKSHOP ENTRANCE	WIDTH (m)		HEIGHT (m)	
ITEM		TICK	COMMENT	
THE WORKSHOP				
Workshop floor area		m ²		
Fully Enclosed Workshop				
Concrete floor suitable for scope of work				
Maintenance Spares Store				
General repairs, welding, cutting area				
Machine shop section				
Spray area / booth for anti-corrosive / paint treatment				
General hydraulic repair area				
Hydraulic clean room				
Hydraulic hose manufacturing area				
Hydraulic oil store				
Tool store				
FACILITIES				
Rest room / Staff / Client toilets				
HEALTH AND SAFETY				
Personal Protective Equipment Store				
Safety signage				
TYPICAL IN HOUSE MACHINERY - IN SUPPORT OF A FULL RANGE OF REPAIRS AND MAINTENANCE INTERVENTIONS.				
Lathes , Milling machines				
Drill press, Bench Grinders				
Arc, CO2 and TIG welders				
Oxy Acetylene torches				
Bending brakes, Guillotines				
Hydraulic hose crimping machines				
Hydraulic test bench				
Hydraulic press				
Overhead cranes, jib cranes				
Flowmeter				
ARTISAN / SKILLED WORKER TOOLS				
Tool box / cabinets with essential trade tools.				
SECURITY				
Security system in place				
ENVIRONMENTAL				
Waste Oil Bin				
Effluent to storm water prevented				

Effluent to sewer only via working oil traps		
Oil spillage containment procedures – Spill kits		
Hazardous Chemical Signage		
Separated waste wheelie bins		
FIRE PROTECTION		
Fire Extinguishers		

It is a requirement of this tender that only technically competent staff carry out the maintenance interventions on the City of Cape Town fleet assets described in T1 and T2 specification . The tenderer must have atleast one qualified artisans with experience in Waste Compactor and Hydraulic equipment repairs and diagnostics identified in this tender. In this context the word “artisan” mean Diesel/ Petrol/ Welder/ Boilermaker Artisans.

The tenderer to note that CV and proof of qualified artisan must be submitted with the tender document.

STAFF CATEGORY	NUMBER OF STAFF (PERMANENTLY EMPLOYED)
TRADE QUALIFIED ARTISANS	
SPECIAL WORKMEN	
SPECIAL WORKMEN (WITH LESS THAN 3 YEARS RELEVANT EXPERIENCE)	
SPECIAL WORKMEN ENROLLED INTO AN ARPL PROGRAM	

NAME AND SURNAME	TECHNICAL QUALIFICATION	OEM / PRODUCT COURSES ATTENDED	MAIN COMPETENCY AREA	EXP (YEARS)

NAME AND SURNAME	TECHNICAL QUALIFICATION	OEM / PRODUCT COURSES ATTENDED	MAIN COMPETENCY AREA	EXP (YEARS)

SCHEDULE 15 E	FIELD SERVICE VEHICLES (OPTIONAL)
----------------------	--

The service provider is to have at least one registered service vehicles for 24/7 breakdown services. Such vehicles may be owned, leased or such service can be contracted out.

The tenderer to note that valid registration certificate (if owned) or Lease Agreement (if leased) or Letter of intent to purchase must be submitted with the tender document.

VEHICLE MAKE / MODEL	AGE	OWNED / LEASED/ PURCHASING	REGISTRATION NUMBER (if applicable)

SCHEDULE 15F WASTE COMPACTORS – WASTE REMOVAL

WASTE REMOVAL COMPANY	ADDRESS	PHONE	WASTE REMOVED

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: 03/04/2020		
		Version: 8	Page 59 of 66

TENDER NO: 109

TENDER DESCRIPTION: SERVICING, GENERAL REPAIRS AND STRUCTURAL REPAIRS OF HYDRAULIC EQUIPMENT AND WASTE COMPACTORS (SUPPLEMENTARY TO TENDER NO. 269S/2020/21)

CONTRACT PERIOD: NOT EXCEEDING THIRTY SIX (36) MONTHS FROM THE DATE OF COMMENCEMENT OF CONTRACT

VOLUME 3: DRAFT CONTRACT

TENDERER	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual	
TRADING AS (if different from above)	

NATURE OF TENDER OFFER (please indicate below)	
Main Offer (see clause 2.2.11.1)	
Alternative Offer (see clause 2.2.11.1)	

VOLUME 3: DRAFT CONTRACT (7) SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract, referring to the National Treasury – Conditions of Contract (revised July 2010), are applicable to this Contract:

1. Definitions

Delete Clause 1.15 and substitute with the following

- 1.15 The word 'Goods' is to be replaced everywhere it occurs in the GCC with the phrase 'Goods and / or Services' which means all of the equipment, machinery, materials, services, products, consumables, etc. that the supplier is required to deliver to the purchaser under the contract. This definition shall also be applicable, as the context requires, anywhere where the words "supplies" and "services" occurs in the GCC.

Delete Clause 1.19 and substitute with the following

- 1.19 The word 'Order' is to be replaced everywhere it occurs in the GCC with the words 'Purchase Order' which means the official purchase order authorised and released on the purchaser's SAP System

Delete Clause 1.21 and substitute with the following:

- 1.21 'Purchaser' means the **City of Cape Town**. The address of the Purchaser is **12 Hertzog Boulevard, Cape Town, 8001**.

Add the following after Clause 1.25:

- 1.26 'Supplier' means any provider of goods and / or services with whom the contract is concluded
- 1.27 "Intellectual Property" means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, copyright and rights in the nature of copyright, design rights, rights in databases, know-how, trade secrets and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites

3. General Obligations

Delete Clause 3.2 in its entirety and replace with the following clauses.

- 3.2 The parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.
- 3.3 All parties in a joint venture or consortium shall be jointly and severally liable to the purchaser in terms of this contract and shall carry individually the minimum levels of insurance stated in the contract, if any.
- 3.4 The parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the delivery of the goods and give all notices and pay all charges required by such authorities.
- 3.4.1 The parties agree that this contract shall also be subject to the CCT's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, **save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract**. Please refer to this document contained on the CCT's website.
- 3.4.2 Abuse of the supply chain management system is not permitted and may result in cancellation of the contract, restriction of the supplier, and/or the exercise by the City of any other remedies available to it as described in the SCM Policy.
- 3.5 The **supplier** shall:

- 3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the order:
- a) Proof of Insurance (Refer to Clause 11) or Insurance Broker's Warrantee
 - b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11)
 - c) Initial delivery programme
 - d) Other requirements as detailed in the tender documents
- 3.5.2 Only when notified of the acceptance of the bid by the issuing of the order, the supplier shall commence with and carry out the delivery of the goods in accordance with the contract, to the satisfaction, of the purchaser
- 3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the goods including any temporary services that may be required
- 3.5.4 Insure his workmen and employees against death or injury arising out of the delivery of the goods
- 3.5.5 Be continuously represented during the delivery of the goods by a competent representative duly authorised to execute instructions;
- 3.5.6 In the event of a loss resulting in a claim against the insurance policies stated in clause 11, pay the first amount (excess) as required by the insurance policy
- 3.5.7 Comply with all written instructions from the purchaser subject to clause 18
- 3.5.8 Complete and deliver the goods within the period stated in clause 10, or any extensions thereof in terms of clause 21
- 3.5.9 Make good at his own expense all incomplete and defective goods during the warranty period
- 3.5.10 Pay to the purchaser any penalty for delay as due on demand by the purchaser. The supplier hereby consents to such amounts being deducted from any payment to the supplier.
- 3.5.11 Comply with the provisions of the OHAS Act & all relevant regulations.
- 3.5.12 Comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements.
- 3.5.13 Deliver the goods in accordance with the contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.
- 3.6 The **purchaser** shall:
- 3.6.1 Issue orders for the goods required under this Contract. No liability for payment will ensue for any work done if an official purchase order has not been issued to the supplier.
- 3.6.2 Make payment to the **supplier** for the goods as set out herein.
- 3.6.3 Take possession of the goods upon delivery by the supplier.
- 3.6.4 Regularly inspect the goods to establish that it is being delivered in compliance with the contract.
- 3.6.5 Give any instructions and/or explanations and/or variations to the supplier including any relevant advice to assist the supplier to understand the contract documents.
- 3.6.6 Grant or refuse any extension of time requested by the supplier to the period stated in clause 10.
- 3.6.7 Inspect the goods to determine if, in the opinion of the purchaser, it has been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.
- 3.6.8 Brief the supplier and issue all documents, information, etc. in accordance with the contract.

5. Use of contract documents and information; inspection, copyright, confidentiality, etc.

Add the following after clause 5.4:

- 5.5 Copyright of all documents prepared by the supplier in accordance with the relevant provisions of the copyright Act (Act 98 of 1978) relating to contract shall be vested in the purchaser. Where copyright is vested in the supplier, the purchaser shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the contract and need not obtain the supplier's permission to copy for such use. Where copyright is vested in the purchaser, the supplier shall not be liable in any way for the use of any of the information other than as originally intended for the contract and the purchaser hereby indemnifies the supplier against any claim which may be made against him by any party arising from the use of such documentation for other purposes.

The ownership of data and factual information collected by the supplier and paid for by the purchaser shall, after payment, vest with the purchaser

- 5.6 Publicity and publication
The supplier shall not release public or media statements or publish material related to the services or contract within two (2) years of completion of the services without the written approval of the purchaser, which approval shall not be unreasonably withheld.

- 5.7 Confidentiality
Both parties shall keep all information obtained by them in the context of the contract confidential and shall not divulge it without the written approval of the other party.

5.8 Intellectual Property

- 5.8.1 The supplier acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Employer.

- 5.8.2 The supplier hereby assigns to the Employer, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the contract, unless the Parties expressly agree otherwise in writing.

- 5.8.3 The supplier shall, and warrants that it shall:

- 5.8.3.1 not be entitled to use the Employer's Intellectual Property for any purpose other than as contemplated in this contract;

- 5.8.3.2 not modify, add to, change or alter the Employer's Intellectual Property, or any information or data related thereto, nor may the supplier produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Employer;

- 5.8.3.3 not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Employer;

- 5.8.3.4 comply with all reasonable directions or instructions given to it by the Employer in relation to the form and manner of use of the Employer Intellectual Property, including without limitation, any brand guidelines which the Employer may provide to the supplier from time to time;

- 5.8.3.5 procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 5.8.3.1 to 5.8.3.4 above;

unless the Employer expressly agrees thereto in writing after obtaining due internal authority.

- 5.8.4 The supplier represents and warrants to the Employer that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Employer from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the supplier of any third party's Intellectual Property rights.

- 5.8.5 In the event that the contract is cancelled, terminated, ended or is declared void, any and all of the Employer's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Employer by the supplier and no copies thereof shall be retained by the supplier unless the Employer expressly and in writing, after obtaining due internal authority, agrees otherwise.

7. Performance Security

'Not Applicable. Tenderers must disregard **Form of Guarantee / Performance Security** and are not required to complete same.

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organisation acting on behalf of the purchaser.

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The time for delivery of the goods shall be the date as stated on the order. Orders for the supply and delivery of goods may be raised up until the expiry of a framework agreement bid, provided that the goods can be delivered within 30 days of expiry of the framework contract. All orders, other than for the supply and delivery of goods, must be completed prior to the expiry of the contract period.
- 10.2 The purchaser shall determine, in its sole discretion, whether the goods have been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended. When the purchaser determines that the goods have been satisfactorily delivered, the purchaser must issue an appropriate certification, or written approval, to that effect. Invoicing may only occur, and must be dated, on or after the date of acceptance of the goods.

11. Insurance

Add the following after clause 11.1:

- 11.2 Without limiting the obligations of the supplier in terms of this contract, the supplier shall effect and maintain the following additional insurances:
- a) Public liability insurances, in the name of the supplier, covering the supplier and the purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **R20 million** for any single claim;
 - b) Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;
 - c) Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the bidder's broker or the insurance company itself (see **Proof of Insurance / Insurance Broker's Warranty** section in document for a pro forma version).
 - d) Product Liability - necessary cover for losses if the Vendor is designing, manufacturing or fitting a particular/specific/custom component on any of the City's vehicles as part of the maintenance process.
 - e) Defective Workmanship - necessary cover for completion of rework as well as damage to the City's property which results from the defective workmanship / components.
 - f) Motor Traders Policy (internal risks) - necessary cover for accidental damage to City of Cape Town vehicles whilst on the premises of the Vendor; Loss of or damage to vehicles (not owned by the Insured) whilst on the Insured Property including liability to a third party.
 - g) Motor Traders Policy (external risks) - necessary cover for accidental damage to City of Cape Town vehicles whilst away from the premises of the Vendor. Loss of or damage to vehicles (not owned by the Insured) whilst in the course of a journey including liability to a third party.

As a general guideline it is expected that the successful service provider needs to cover his / her risk adequately for the chosen scope of work.

In the event of under insurance or the insurer's repudiation of any claim for whatever reason, the CCT will retain its right of recourse against the supplier. In the event of under insurance or the insurer's repudiation of any claim for whatever reason, the CCT will retain its right of recourse against the supplier.

- 11.3 The supplier shall be obliged to furnish the CCT with proof of such insurance as the CCT may require from time to time for the duration of this Contract. Evidence that the insurances have been effected in terms of this clause, shall be either in the form of an insurance broker's warranty worded precisely as per the pro forma version contained in the **Proof of Insurance / Insurance Broker's Warranty** section of the document or copies of the insurance policies.

15. Warranty

Add to Clause 15.2:

- 15.2 This warranty for this contract shall remain valid for **as per the specification** after the goods have been delivered.

16. Payment

Delete Clause 16.1 in its entirety and replace with the following:

- 16.1 A monthly payment cycle will be the norm. All invoices which are dated on or before the 20th of a particular month will typically be paid between the 23rd and 26th of the following month. The supplier may submit a fully motivated application regarding more frequent payment to the Employer's Director: Expenditure for consideration. Requests for more frequent payments will be considered at the sole discretion of the Employer and is not a right in terms of this contract.

Delete Clause 16.2 in its entirety and replace with the following:

- 16.2 The supplier shall furnish the purchaser's Accounts Payable Department with an original tax invoice, clearly showing the amount due in respect of each and every claim for payment.

Add the following after clause 16.4

- 16.5 Notwithstanding any amount stated on the order, the supplier shall only be entitled to payment for goods actually delivered in terms of the Project Specification and Drawings, or any variations in accordance with clause 18. Any contingency sum included shall be for the sole use, and at the discretion, of the purchaser.

The CCT is not liable for payment of any invoice that pre-dates the date of delivery of the goods.

- 16.6 The purchaser will only make advanced payments to the supplier in strict compliance with the terms and details as contained on **Proforma Advanced Payment Guarantee** and only once the authenticity of such guarantee has been verified by the City's Treasury Department.

17. Prices

Add the following after clause 17.1

- 17.2 If as a result of an award of a contract beyond the original tender validity period, the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then the contract may be subject to contract price adjustment for that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents.

- 17.3 If as a result of any extension of time granted the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then contract price adjustment may apply to that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents.

- 17.4 The prices for the goods delivered and services performed shall be subject to contract price adjustment and the following conditions will be applicable:

Refer to Schedule 8: Contract Price Adjustment and/or Rate of Exchange Variations

- 17.5 If price adjustment for variations in the cost of plant and materials imported from outside of South Africa is provided for in the contract, such adjustment shall be based on the information contained on the schedule titled "**Price**

Basis for Imported Resources” and as below. For the purposes of this clause the Rand value of imported Plant and Materials inserted on the schedule titled **“Price Basis for Imported Resources”** (column (F)) shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate quoted by **CCT’s** main banker, NEDBANK, on the Base Date (seven calendar days before tender closing date) rounded to the second decimal place (column(B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)).

17.5.1 Adjustment for variations in rates of exchange:

- (a) The value in foreign currency inserted in column (A) shall be subject to clause (h) below when recalculating the Rand value.
- (b) The rate of exchange inserted in column (B) shall be the closing spot selling rate quoted by Council’s main banker, NEDBANK, on the Base Date, rounded to the second decimal place, subject to sub-paragraph (c) below.
- (c) If the rate of exchange inserted by the Tenderer differs from the NEDBANK rate referred to above, then the NEDBANK rate shall apply and the Rand value in columns (C) and (F) shall be recalculated accordingly, without altering the price in the Price Schedule for the relevant items.
- (d) If a tender from a supplier or sub-contractor provides for variations in rates of exchange, the Supplier may **only** claim for variations in rates of exchange if he binds the supplier or sub-contractor to the same provision to take out forward cover as described in sub-paragraph (e) below.
- (e) The Supplier (or sub-contractor) shall within five working days from the date of placing a firm order on an overseas supplier, cover or recover forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported Plant and Materials inserted by the Tenderer on the scheduled titled **“Price Basis for Imported Resources”**.
- (f) When the Supplier (or sub-contractor) so obtains forward cover, the Supplier shall immediately notify the CCT of the rate obtained and furnish the CCT with a copy of the foreign exchange contract note.
- (g) Based on the evidence provided in sub-paragraph (f) above, the value in Rand inserted in column (C) of on the schedule titled **“Price Basis for Imported Resources”** shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in this clause shall be adjusted accordingly, subject to sub-paragraph (h) below.
- (h) The adjustments shall be calculated upon the value in foreign currency in the Supplier’s (or sub-contractor’s) **forward cover contract**, provided that, should this value exceed the value in foreign currency inserted in column (A) of on the schedule titled **“Price Basis for Imported Resources”**, then the value in column (A) shall be used.

17.5.2 Adjustment for variations in customs surcharge and customs duty

- (a) Any increase or decrease in the Rand value between the amounts of Customs Surcharge and Customs Duty inserted in on the schedule titled **“Price Basis for Imported Resources”** and those amounts actually paid to the Customs and Excise Authorities, which are due to changes in the percentage rates applicable or to the foreign exchange rate used by the authorities, shall be adjusted accordingly.
- (b) The Tenderer shall state the Customs Duty Tariff Reference applicable to each item and the Supplier shall advise the CCT’s Agent of any changes which occur.

17.5.3 Adjustment for variation in labour and material Costs

If the prices for imported Plant and Materials are not fixed, the Supplier shall in his Tender specify the formula for calculating Contract Price Adjustments normally used in the country of manufacture and the indices and relative proportions of labour and material on which his Tender prices are based. Evidence of the indices applicable shall be provided with each claim. The indices applicable 42 days before contractual dispatch date from the factory will be used for the purposes of Contract Price Adjustment.

Failure to specify a formula in the Tender shall mean that the prices are fixed or shall be deemed to be fixed.

18. Contract Amendments

Delete the heading of clause 18 and replace with the following:

18. Contract Amendments and Variations

Add the following to clause 18.1:

Variations means changes to the goods, extension of the duration or expansion of the value of the contract that the purchaser issues to the supplier as instructions in writing, subject to prior approval by the purchaser's delegated authority. Should the supplier deliver any goods not described in a written instruction from the purchaser, such work will not become due and payable until amended order has been issued by the purchaser.

20. Subcontracts

Add the following after clause 20.1:

- 20.2 The supplier shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if they were the acts, defaults or negligence of the supplier.
- 20.3 Any appointment of a subcontractor shall not amount to a contract between the CCT and the subcontractor, or a responsibility or liability on the part of the CCT to the subcontractor and shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

Delete Clause 21.2 in its entirety and replace with the following:

- 21.2 If at any time during the performance of the contract the supplier or its sub-contractors should encounter conditions beyond their reasonable control which impede the timely delivery of the goods, the supplier shall notify the purchaser in writing, within 7 Days of first having become aware of these conditions, of the facts of the delay, its cause(s) and its probable duration. As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation, and may at his discretion extend the time for delivery.

Where additional time is granted, the purchaser shall also determine whether or not the supplier is entitled to payment for additional costs in respect thereof. The principle to be applied in this regard is that where the purchaser or any of its agents are responsible for the delay, reasonable costs shall be paid. In respect of delays that were beyond the reasonable control of both the supplier and the purchaser, additional time only (no costs) will be granted.

The purchaser shall notify the supplier in writing of his decision(s) in the above regard.

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of goods from a national department, provincial department, or a local authority.

22. Penalties

Delete clause 22.1 and replace with the following:

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum as stated herein for each day of the delay until actual delivery or performance.

The penalty for this contract shall be based on the Performance requirements as per the Key Performance Indicators (KPI's) as stipulated in the Specification. Tenderers will be performance monitored on an ad-hoc basis as and when required as described in the Specifications of this contract. Tenderers will be suspended from all work allocation until appropriate remedial actions are submitted and/or verified by the designated City of Cape Town officials.

- 22.2 The purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, financial penalties as contained on the **Preference Schedule** relating to breaches of the conditions upon which preference points were awarded.

23. Termination for default

Delete the heading of clause 23 and replace with the following:

23. Termination

Add the following to the end of clause 23.1:

if the supplier fails to remedy the breach in terms of such notice

Add the following after clause 23.7:

- 23.8 In addition to the grounds for termination due to default by the supplier, the contract may also be terminated:
- 23.8.1 Upon the death of the supplier who was a Sole Proprietor, or a sole member of a Close Corporation, in which case the contract will terminate forthwith.
- 23.8.2 The parties by mutual agreement terminate the contract.
- 23.8.3 If an Order has been issued incorrectly, or to the incorrect recipient, the resulting contract may be terminated by the purchaser by written notice
- 23.8.4 If a material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective, provided the City Manager follows the processes as described in the purchasers SCM Policy.
- 23.8.5 After providing notice to the supplier, if the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):
- 23.8.5.1 reports of poor governance and/or unethical behaviour;
 - 23.8.5.2 association with known family of notorious individuals;
 - 23.8.5.3 poor performance issues, known to the Employer;
 - 23.8.5.4 negative social media reports; or
 - 23.8.5.5 adverse assurance (e.g. due diligence) report outcomes..
- 23.9 If the contract is terminated in terms of clause 23.8, all obligations that were due and enforceable prior to the date of the termination must be performed by the relevant party.

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

- 26.1 The purchaser may make either of the following elections to ensure its rights are protected and any negative impact on service delivery is mitigated:
- 26.1.1 accept a supplier proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms; or
- 26.1.2 terminate the contract, as the liquidator proposed supplier is deemed unacceptable to the purchaser, at any time by giving written notice to the supplier (via the liquidator).
- 26.2 Termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

Amend clause 27.1 as follows:

- 27.1 If any dispute or difference of any kind whatsoever, with the exception of termination in terms of clause 23.1(c), arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.

Delete Clause 27.2 in its entirety and replace with the following:

- 27.2 Should the parties fail to resolve any dispute by way of mutual consultation, either party shall be entitled to refer the matter for mediation before an independent and impartial person appointed by the City Manager in accordance with Regulation 50(1) of the Local Government: Municipal Finance Management Act, 56 of 2003 – Municipal Supply Chain Management Regulations (Notice 868 of 2005). Such referral shall be done by either party giving written notice to the other of its intention to commence with mediation. No mediation may be commenced unless such notice is given to the other party.

Irrespective whether the mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and share the costs of the mediator and related costs equally.

The mediator shall agree the procedures, representation and dates for the mediation process with the parties. The mediator may meet the parties together or individually to enable a settlement.

Where the parties reach settlement of the dispute or any part thereof, the mediator shall record such agreement and on signing thereof by the parties the agreement shall be final and binding.

Save for reference to any portion of any settlement or decision which has been agreed to be final and binding on the parties, no reference shall be made by or on behalf of either party in any subsequent court proceedings, to any outcome of an amicable settlement by mutual consultation, or the fact that any particular evidence was given, or to any submission, statement or admission made in the course of amicable settlement by mutual consultation or mediation.

28. Limitation of Liability

Delete clause 28.1 (b) and replace with the following:

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the sums insured in terms of clause 11 in respect of insurable events, or where no such amounts are stated, to an amount equal to twice the contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

Add the following after clause 28.1:

28.2 Without detracting from, and in addition to, any of the other indemnities in this contract, the supplier shall be solely liable for and hereby indemnifies and holds harmless the purchaser against all claims, charges, damages, costs, actions, liability, demands and/or proceedings and expense in connection with:

- a) personal injury or loss of life to any individual;
- b) loss of or damage to property;

arising from, out of, or in connection with the performance by the supplier in terms of this Contract, save to the extent caused by the gross negligence or wilful misconduct of the purchaser.

28.3 The supplier and/or its employees, agents, concessionaires, suppliers, sub-contractors or customers shall not have any claim of any nature against the purchaser for any loss, damage, injury or death which any of them may directly or indirectly suffer, whether or not such loss, damages, injury or death is caused through negligence of the purchaser or its agents or employees.

28.4 Notwithstanding anything to the contrary contained in this Contract, under no circumstances whatsoever, including as a result of its negligent (including grossly negligent) acts or omissions or those of its servants, agents or contractors or other persons for whom in law it may be liable, shall any party or its servants (in whose favour this constitutes a *stipulatio alteri*) be liable for any indirect, extrinsic, special, penal, punitive, exemplary or consequential loss or damage of any kind whatsoever, whether or not the loss was actually foreseen or reasonably foreseeable), sustained by the other party, its directors and/or servants, including but not limited to any loss of profits, loss of operation time, corruption or loss of information and/or loss of contracts.

28.5 Each party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amounts payable.

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

31.1 Any notice, request, consent, approvals or other communications made between the Parties pursuant to the Contract shall be in writing and forwarded to the addresses specified in the contract and may be given as set out hereunder and shall be deemed to have been received when:

- a) hand delivered – on the working day of delivery
- b) sent by registered mail – five (5) working days after mailing
- c) sent by email or telefax – one (1) working day after transmission

32. Taxes and Duties

Delete the final sentence of 32.3 and replace with the following:

In this regard, it is the responsibility of the supplier to submit documentary evidence in the form of a valid Tax Clearance Certificate issued by SARS to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5).

Add the following after clause 32.3:

32.4 The **VAT registration** number of the City of Cape Town is **4500193497**.

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations.

35.1 The supplier shall complete, sign and submit with each delivery note, all the documents as required in the Specifications. Any failure in this regard may result in a delay in the processing of any payments.

36. WORKSHOP PREMISES AND FACILITIES

- 36.1. The supplier must within ninety (90) days from commencement of the contract, establish a Workshop Facility within the Geographical Boundaries of the City of Cape Town (a graphic depiction of the aforesaid Geographical Boundaries is attached to the Specifications marked Addendum S: Geographical Boundary Of The City Of Cape Town.) which meets the requirements set out in Specifications in full, and otherwise meets the requirements necessary for the supplier to render the services contemplated in this contract and to meet its obligations.
- 36.2. The City of Cape Town shall perform only one (1) technical assessment of the Workshop Facility mentioned in clause 36.1 above, to confirm that it complies with the requirements set out in Specifications and otherwise meets the requirements necessary for the supplier to render the services contemplated in this contract and to meet its obligations. Only once the technical compliance of the Workshop Facility has been confirmed in full by the City of Cape Town, after the aforementioned technical assessment, will work be allocated and/or products be procured from the supplier in terms of this contract.
- 36.3. Should the supplier fail to establish a Workshop Facility which complies with the aforementioned requirements, within the ninety (90) days mentioned in clause 36.1 above or a reduced period as contemplated in clause below, this shall be a material breach of the contract and the City shall be entitled to terminate the contract forthwith and without further notice to the supplier. The date on which the aforementioned technical assessment shall be held, will not exceed two (2) weeks from expiry of the ninety (90) days period.
- 36.4. The supplier may inform the City of Cape Town that it is ready for the technical assessment referred to in clause 36.2 above, earlier than the ninety (90) day period mentioned in clause 36.1 above, in which case the supplier shall forfeit the remaining days of the aforementioned period and the City of Cape Town shall be entitled to conduct the technical assessment at an agreed date and time between the parties, which shall not exceed two (2) weeks from receipt from the suppliers notification in terms of this clause.
- 36.5. The supplier shall cooperate fully and in good faith with the City of Cape Town in arranging for and assisting the City of Cape Town with the technical assessment referred to in clause 36.2 above, including but not limited to providing the City of Cape Town with access to all parts of the Workshop Facility during that assessment and demonstrating to the City all aspects of the facility relevant for the aforementioned technical assessment.
- 36.6. Notwithstanding the contents of 36.1 to 36.5 above, the City of Cape Town reserves the right, at its sole discretion and on fourteen (14) days' notice, to perform technical assessments of the Workshop Facility during the tenure of the contract as and when required, to ensure that the Workshop Facility meets the requirements set out in Specifications in full, and otherwise meets the requirements necessary for the supplier to render the services contemplated in this contract and to meet its obligations. Should the outcome of the technical assessment be that the Workshop Facility is not compliant with the aforesaid requirement, this shall be a material breach of the contract.
- 36.7. The supplier shall submit to the City of Cape Town all documents as requested in the Specification as well as the responsive criteria mentioned in the tender document. All qualified staff employed by the supplier, Call-out vehicles (owned or leased) as well as tooling and equipment specified must be available for use by the supplier within ninety (90) days from commencement of the contract.

- 36.8. The City of Cape Town reserves the right to conduct adhoc inspections of the tenderers IN-CONTRACT activities. Work will be suspended based on the severity of any adverse findings during the inspections.

37. Protection of personal information

- 37.1 The supplier acknowledges that it will be processing personal information as defined in the Protection of Personal Information Act No. 4 of 2013 relating to City customers, on behalf of the City. Accordingly, it undertakes to ensure compliance with the Act in respect of its processing activities. In particular, it undertakes to keep such information confidential and not to disclose it unless required by law or in the course of the proper performance of its duties. Furthermore, it undertakes to maintain security measures as envisaged in Sections 19 and 21 of the Act. The requirements of this apply to all agents and subcontractors acting on behalf of tenderers and must be included in all contracts between tenderers and their agents or subcontractors.

(8) GENERAL CONDITIONS OF CONTRACT

(National Treasury - General Conditions of Contract (revised July 2010))

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 'Closing time' means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 'Contract' means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 'Contract price' means the price payable to the supplier under the contract for the full and proper performance of his or her contractual obligations.
 - 1.4 'Corrupt practice' means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 'Countervailing duties' are imposed in cases in which an enterprise abroad is subsidised by its government and encouraged to market its products internationally.

- 1.6 'Country of origin' means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 'Day' means calendar day.
- 1.8 'Delivery' means delivery in compliance with the conditions of the contract or order.
- 1.9 'Delivery ex stock' means immediate delivery directly from stock actually on hand.
- 1.10 'Delivery into consignee's store or to his site' means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 'Dumping' occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin, and which action has the potential to harm the local industries in the RSA.
- 1.12 'Force majeure' means an event beyond the control of the supplier, not involving the supplier's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 'Fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 'GCC' means the General Conditions of Contract.
- 1.15 'Goods' means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 'Imported content' means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 'Local content' means that portion of the bidding price which is not included in the imported content, provided that local manufacture does take place.
- 1.18 'Manufacture' means the production of products in a factory using labour, materials, components and machinery, and includes other, related value-adding activities.
- 1.19 'Order' means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 'Project site', where applicable, means the place indicated in bidding documents.
- 1.21 'Purchaser' means the organisation purchasing the goods.
- 1.22 'Republic' means the Republic of South Africa.
- 1.23 'SCC' means the Special Conditions of Contract.

1.24 'Services' means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance, and other such obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance Security

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organisation acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention of such is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier, who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of the GCC.

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services (if any) specified in the SCC:
- (a) performance or supervision of on-site assembly, and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for the assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1 As specified in the SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications), or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for 12 (twelve) months after the goods, or any portion thereof, as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for 18 (eighteen) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in the SCC.
- 15.3 The purchaser shall notify the supplier promptly, in writing, of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in the SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in the SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of any other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than 30 (thirty) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in the SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices tendered by the supplier in his bid, with the exception of any price adjustments authorized in the SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract Amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during the performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his or her discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure, outside of the contract, small quantities of supplies; or to have minor essential services executed if an emergency arises, or the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and, without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the

first-mentioned person, and with which enterprise or person the first-mentioned person is or was, in the opinion of the Accounting Officer/Authority, actively associated.

23.6 If a restriction is imposed, the purchaser must, within 5 (five) working days of such imposition, furnish the National Treasury with the following information:

- (i) the name and address of the supplier and/or person restricted by the purchaser;
- (ii) the date of commencement of the restriction;
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period of not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction, and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due to the supplier.

28. Limitation of Liability

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

29. Governing language

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

30. Applicable Law

- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in the SCC.

31. Notices

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

32. Taxes and Duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, licence fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act, Act 89 of 1998, as amended, an agreement between or concerted practice by firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.

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

(9) FORM OF GUARANTEE / PERFORMANCE SECURITY

NOT APPLICABLE

ANNEXURE

LIST OF APPROVED FINANCIAL INSTITUTIONS

The following financial institutions are currently (as at 12 October 2021) approved for issue of contract guarantees to the City:

National Banks:

ABSA Bank Ltd.

FirstRand Bank Ltd.

Investec Bank Ltd.

Nedbank Ltd.

Standard Bank of SA Ltd.

International Banks (with branches in SA):

Barclays Bank plc.

Citibank n.a.

Credit Agricole Corporate and Investment Bank

HSBC Bank plc.

JP Morgan Chase Bank

Societe Generale

Standard Chartered Bank

Insurance companies:

American International Group Inc (AIG)

Bryte Insurance Company Ltd.

Coface s.a.

Compass Insurance Company Ltd.

Credit Guarantee Insurance Corporation of Africa.

Limited Guardrisk Insurance Company Ltd.

Hollard Insurance Company Ltd.

Infiniti Insurance Limited

Lombard Insurance Company Ltd.

New National Assurance Company Ltd.

PSG Konsult Ltd.

Regent Insurance Company Ltd.

Renasa Insurance Company Ltd.

Santam Limited

(10) FORM OF ADVANCE PAYMENT GUARANTEE

NOT APPLICABLE

(10.1) ADVANCE PAYMENT SCHEDULE

NOT APPLICABLE

(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN THE CITY OF CAPE TOWN (HEREINAFTER CALLED THE "CCT") AND

..... ,
(Supplier/Mandatory/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 85 OF 1993 AS AMENDED.

I, , representing

..... , as an employer
in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the Occupational Health and Safety Specifications contained in this tender and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan submitted and approved in terms thereof.

Signed aton the.....day of.....20....

Witness

Mandatory

Signed at on the.....day of.....20

Witness

for and on behalf of
City of Cape Town

(12) INSURANCE BROKER'S WARRANTY (PRO FORMA)

Logo

Letterhead of supplier's Insurance Broker

Date _____

CITY OF CAPE TOWN
City Manager
Civic Centre
12 Hertzog Boulevard
Cape Town
8000

Dear Sir

TENDER NO.: 109S/2022/23

TENDER DESCRIPTION: SERVICING, GENERAL REPAIRS AND STRUCTURAL REPAIRS OF HYDRAULIC EQUIPMENT
AND WASTE COMPACTORS (SUPPLEMENTARY TO TENDER NO. 269S/2020/21)

NAME OF SUPPLIER: _____

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the CITY OF CAPE TOWN with regard to the abovementioned contract, and that all the insurances and endorsements, etc., are all in accordance with the requirements of the contract.

I furthermore confirm that all premiums in the above regard have been paid.

Yours faithfully

Signed: _____

For: _____ (Supplier's Insurance Broker)

(13) SPECIFICATION(S)

1. INTRODUCTION TO PANEL TENDERS

1.1. PANEL TENDERS

- 1.1.1. The technical specifications T1 and T2 contained in this tender document form part of a procedure adopted by the City of Cape Town for the future procurement of repair and maintenance services from current and new service providers.
- 1.1.2. Each tenderer must complete and submit this tender document in response to this tender request in order to become a panel member and to be considered for future repair and maintenance work requests from the City of Cape Town fleets.
- 1.1.3. The Successful Service Provider's must adhere to all National and Local statutory requirements. The City of Cape Town is not liable for loss of income due to the changing of services as a result of a Pandemic, Natural Disaster or equivalent occurrences. Appropriate insurance should be applied to cover for such occurrences. Proof in this regard is not required for this tender.

1.2. SERVICE PROVIDER ASSESSMENT

- 1.2.1. Successful tenderers who are responsive by virtue of valid tender document submissions shall be independently assessed on the level of compliance to various legal and technical criteria such as the Occupational Health and Safety Act, Environmental Acts and Municipal by laws and the level of technical expertise, staff and tooling and facilities the enterprise has available to supply the mechanical services as scoped in this tender.
- 1.2.2. The City of Cape Town reserves the right to conduct adhoc inspections of the tenderers IN-CONTRACT activities. Work will be suspended based on the severity of any adverse findings during the inspections.
- 1.2.3. It is a requirement of this tender that successful service providers in the panel demonstrate growth in their level of technical and legal compliance over the tenure of this contract. Failure to comply may result in work being suspended or may lead to a breach in contract.

1.3 All schedules to be fully completed and submitted with the tender submission.

The schedules listed in the table below to be fully completed and submitted by the tenderer with the tender submission. Tenderers to note that Addendums A, B, C, D, E and F will be used for evaluation and in addition, the tenderer must submit the bargaining council certificate.

SCHEDULE 15	DESCRIPTION
A	ASSETS FOR REPAIR
B	WORKSHOP PREMISES AND FACILITIES
C	STAFF DETAILS AND COMPETENCIES Include CV and Qualifications
D	TECHNICAL COMPETENCIES
E	FIELD SERVICE VEHICLES Include valid registration certificate (if owned) or Lease Agreement (if leased) or Letter of intent to purchase (if purchasing)
F	WASTE REMOVAL COMPANIES
	Submit proof of Bargaining Council registration as detailed in clause 5.4 of the specification

2. **TECHNICAL SPECIFICATIONS**

The two technical specifications contained in this tender are listed below.

- 2.1. T1: Servicing, diagnostic testing, fault finding and repairs (hydraulic and structural) for the City of Cape Town's fleet of waste compactors
- 2.2. T2: Servicing, diagnostic testing, fault finding and repairs (hydraulic and structural) for the City of Cape Town's general fleet of tipper trucks, hook lifts, skip loaders, roll backs , vacuum tankers, sewer jet machines, jet /vac combination units, fuel bowser, mechanical street sweepers and similar.

SERVICING, GENERAL REPAIRS AND STRUCTURAL REPAIRS OF HYDRAULIC EQUIPMENT AND WASTE COMPACTORS (SUPPLEMENTARY TO TENDER NO. 269S/2020/21)

1. **INTRODUCTION TO TENDER**
 - 1.1. This tender calls for all current and emerging service providers to be part of a panel interested in providing periodic servicing, diagnostic testing, fault finding and repairs (hydraulic and structural) of the hydraulic systems installed on the City of Cape Town's fleet of waste compactors.
 - 1.2. The City of Cape Town has a fleet of approximately 220 trucks fitted with hydraulically powered waste compactors. The fleet size fluctuates as vehicles are commissioned or decommissioned.
 - 1.3. All tender documents as well as all supportive technical literature must be submitted on a suitably sized USB memory stick with the tender submission or upon written request.
2. **FLEET ASSETS UNDER REPAIR**
 - 2.1. The City of Cape Town fleet assets to be addressed by this tender are WASTE COMPACTORS

It is required that service providers examine the list of CCT assets in SCHEDULE 15 A: ASSETS FOR REPAIR and then select those which match his / her area of expertise.
3. **PRIMARY SCOPE OF WORK**
 - 3.1. The work required of service providers in terms of technical specification T1 encompasses the installed hydraulic equipment, the electro hydraulic control equipment as well as the supporting steel structures to which the hydraulic equipment is attached as well as any other components and accessories.
 - 3.2. The above-mentioned fleet assets need periodic and ad-hoc maintenance interventions i.e. dealing with scheduled services (including hydraulic), diagnostic testing, fault finding, repairs, maintenance and breakdowns.
 - 3.3. It will be required that service providers examine the list of assets in 15A: T1 - A and then select those which match his / her area of expertise.
 - 3.4. The approved service providers forming part of this panel will be asked to perform such interventions either at his / her place of business as in the case of scheduled or periodic maintenance, or on site when dealing with breakdowns.
 - 3.5. The service providers must be able to provide a complete range of maintenance interventions for the selected City of Cape Town's Fleet Assets. The periodic service schedule is as per (but not limited to) the typical servicing schedules indicated in Addendum 15 H1 WASTE COMPACTORS SERVICE SCHEDULES.
 - 3.6. The service schedules or any updated amendments to such schedules will need to be aligned with the make and model of the fleet asset to be serviced, thus ensuring compliance to the OEM requirements.
 - 3.7. Service providers may however form strategic partnerships with competent sub-contractors to assist with the scope and diverse locations over which the services required by this tender need to be provided. The service provider will however be held responsible and accountable for all technical and safety standards and regulations.

- 3.8. Any additional Service Offering that can be offered by the service provider during the tenure of the contract must be communicated to the City of Cape Town. The City of Cape Town reserves the right to verify such services by means of an assessment.
- 3.9. The service providers who offer on-road breakdown services are to note the requirements of the service vans as stated in clause 5.11.
- 3.10. Fleet assets, accessories and associated equipment that are covered by an existing warranty with the Primary Tenderer, service plan or contract applicable to sub-contractors of the Primary Tenderer will be managed in terms of the agreements with the companies responsible where applicable.

4.

APPLICABLE STANDARDS

All service providers must comply with all the applicable standards and legal requirements pertaining to their enterprise. The latest version or amendments thereof supersedes the standards or equivalent standards applicable to this specification: -

SANS 12944-1 Corrosion protection of steel structures
 ISO 4406 Hydraulic oil cleanliness level
 SANS 1700 Fasteners – Hi Strength Structural
 SANS 10044-2 Code of practice for welding
 The Occupational Health and Safety Act of 1983
 National Road Traffic Act No. 93 of 1996
 Environmental Regulations of 1987
 National Environmental Management Waste Act of 2008
 Environmental Conservation Act 73 of 1989
 Air Quality Management By-Law, 2016
 Wastewater and Industrial Effluent By-Law 2013
 SANS 10400: The application of the National Building Regulations (NBR)

4.1. Hydraulic Oil Standard and Procedures

Service Providers must refer to Addendum A Sections 4, 5 and 6.

The successful Service Providers will be expected to ensure conformance to the standards as set in ISO 4406 as well as the requirements and control measure stated in Addendum A.

The City of Cape Town Fleet departments are aware of the current industry methods of material handling and storage of Hydraulic Oil. Successful Tenderers will be required to ensure full compliance to Hydraulic Oil maintenance as well as quality levels. Purchase Orders will not be issued to Service Providers found to be in contravention as well as liable for all costs associated with the impacted equipment.

5.

GENERAL REQUIREMENTS FOR THIS TENDER

5.1. COMPANY PROFILE

A comprehensive company profile document will be required wherein is clearly stated: -

- 5.1.1. The company's mission statement detailing the company's commitment to Health and Safety, the Environment, Quality and strategies to ensure the high level of product knowledge required by its core of technical maintenance staff.
- 5.1.2. the service providers core business
- 5.1.3. An outline of the maintenance and repair of equipment similar to that required by this specification.
- 5.1.4. Key clients with description of major work undertaken for such clients.

5.2. **STAFF COMPETENCIES**

- 5.2.1. It is the requirement that the tenderer must have a qualified artisans with experience in Waste Compactor and Hydraulic equipment repairs and diagnostics identified in this tender. In this context the word “artisan” mean **Diesel/ Petrol/ Welder/ Boilermaker** Artisans.

It is expected that technical staff (artisans and skilled workers) involved in the repair and maintenance of the make and model of waste compactors described in tender specification T1 must have had the necessary OEM in house product training and retraining and have applied that body of knowledge and acquired artisanal skills extensively and successfully in the maintenance and repair of such equipment over a period of years in the service providers workshop.

- 5.2.2. All technical staff (artisans and semi-skilled) must have access to all the necessary industry standard proprietary workshop tools and equipment in order to fulfil the requirements of this technical specification for: -

- 5.2.2.1. Hydraulic equipment maintenance repair procedures
- 5.2.2.2. General structural engineering repair procedures
- 5.2.2.3. Steel corrosion protection / coating procedures
- 5.2.2.4. Addendum A and Addendum B has reference.

- 5.2.3. The service provider is to list all technical staff (artisans and semi-skilled) used in the repair, maintenance and diagnostics of the type of equipment scoped in this tender in COMPLETE AND SUBMIT Schedule15 C: STAFF DETAILS AND COMPETENCIES and attach a detail CV of the artisan together with certificates of their qualifications.

- 5.2.4. Documents in support i.e. qualifications, in house product specific training and workshops attended will be required by the City of Cape Town during the evaluation phase of this tender.

5.3. **BUSINESS LOCATION AND ZONING**

The requirements of the City of Cape Town Zoning Scheme Regulations of September 2012 applies in this instance.

Geographical representation of the City of Cape Town boundaries:

<https://citymaps.capetown.gov.za/EGISViewer/>

- 5.3.1. The workshop premises must be within the geographical boundaries of the City of Cape Town and it must be zoned for business activities in terms of the relevant by-laws of the City of Cape Town. The City of Cape Town will require a zoning certificate or a letter / e mail of application for such zoning and the latest municipal rates account for verification purposes or a Sworn Affidavit that they are appropriately zoned.

- 5.3.2. Service Providers who want to operate in a business zone which is not aligned to the scope of work in T1 must request dispensation from the City of Cape Town to operate their business. The City of Cape Town will require written evidence any such dispensation.

- 5.3.3. A zoning certificate may be obtained from the City of Cape Town's Department of Planning and Building Development Management department. Contact information per area is contained here:

<http://www.mbawc.org.za/images/files/City%20of%20Cape%20Town%281%29.pdf>

The City of Cape Town contact details for zoning is in Addendum I

5.4. **BARGAINING COUNCIL**

- 5.4.1. Service providers must be registered with the appropriate bargaining council pertaining to the type of work being undertaken in this tender, such as MEIBC: “The Metal and Engineering Industry Bargaining Council”. Main Agreement Part 1 Conditions of Employment clause 1: Scope of Application of Agreement refers.

- 5.4.2. A registration certificate or a letter of intent / email written to the Bargaining Council concerned regarding registration will be required by the City of Cape Town during the evaluation period of this tender. All successful Tenderers must be registered at commencement of contract. Purchase Order's will only be issued once registration has been confirmed.
- 5.5. **HEALTH AND SAFETY PLAN**
- 5.5.1. Service Providers shall be expected to comply with all relevant health and safety laws and regulations in the execution of any work as scoped by technical specification T1 and as committed to by his / her signature in Schedule 9.
(See Addendum E HEALTH AND SAFETY COMPLIANCE CHECKLIST)
- 5.5.2. The service provider shall be expected to submit a Health and Safety Plan containing :-
- 5.5.2.1. A base line in-house risk assessment of his activities
See Addendum J RISK ASSESSMENT AND ACTION PLAN SAMPLE)
- 5.5.2.2. An action plan to mitigate such risks identified
See Addendum J RISK ASSESSMENT AND ACTION PLAN SAMPLE)
- 5.5.2.3. A Health and Safety Policy document indicating senior management's commitment to Health and Safety.
(See Addendum O SAMPLE HEALTH AND SAFETY POLICY)
- 5.5.3. The Health and Safety Plan will be required by the City of Cape Town from the commencement of contract or during the tenure of the contract as and when required.
- 5.6. **ENVIRONMENTAL POLICY**
- 5.6.1. The service provider must have adequate measures in place to deal with waste streams generated in their work processes.
- 5.6.2. The service provider shall, where there is none, compile an Environmental Policy statement showing senior management's commitment to the protection of their environment. A sample Environmental Policy is in Addendum O
- 5.6.3. The Environmental Policy document will be required by the City of Cape Town from the commencement of contract or during the tenure of the contract as and when required.
- 5.7. **DISCHARGE OF INDUSTRIAL EFFLUENT AND REGISTRATION AS WASTE GENERATOR**
- 5.7.1. The tenderer shall have the necessary permissions from the City of Cape Town for the generation of waste in the course of business activities if he / she produces more than 20kg per day of hazardous waste. i.e. be registered as a Waste Generator.
- 5.7.2. Hazardous substances i.e. waste oils, workshop waste materials, chemicals, fluids and solvents etc. in use in their work processes in house and on-site calls shall be collected in leak free, clearly marked proprietary containers, safely stored and shall be safely disposed of. In this regard the service provider is to Complete Schedule F indicating the City of Cape Town approved waste disposal companies used who are approved and have the necessary permits in place.
- 5.7.3. All hazardous chemicals shall have Material Safety Data Sheets readily available.
- 5.7.4. The City of Cape Town may during the tenure of the contract request the panel member to provide the latest waste disposal certificates from the companies indicated.
- 5.7.5. Service Providers who discharge effluent into sewers or any waste water system as part of their business processes must have the necessary permits from the City of Cape Town to do so and must have an effluent treatment facility to ensure that the effluent so discharged is within specifications for acceptance by the sewer system.

- 5.7.6. If it is noted by the assessors that serious environmental violations are present in the workshop such as but not limited to untreated oil contaminated water / hazardous substances flowing into the storm water drains and sewer, the service provider, over and above the actions which could be taken by the City of Cape Town in terms of Clause 4 (2) (Protection of Municipal Sewers) of the Waste Water and Industrial Effluent Act, shall be declared non-responsive in terms of this tender or work will immediately be suspended until remedial actions have instituted and verified by the designated authorities.
- 5.7.7. If during the tenure of the tender, cases of environmental regulation contraventions are observed, work will be suspended until such contraventions have been cleared to the satisfaction of the City of Cape Town and in accordance with the relevant environmental standards and by laws.
- 5.7.8. The application to discharge effluent permit forms may be downloaded at <https://resource.capetown.gov.za/documentcentre/Documents/Forms,%20notices,%20tariffs%20and%20lists/Application%20discharge%20industrial%20effluent%20to%20municipal%20system.pdf>
- 5.7.9. The application forms to register as a waste generator may be downloaded at <https://resource.capetown.gov.za/documentcentre/Documents/Forms,%20notices,%20tariffs%20and%20lists/Waste%20Generator%20Application%20Form.pdf>. Addendum K refers in this regard.
- 5.7.10. The service provider's registration document as a waste generator as well the effluent permits will be required by the City of Cape Town from the commencement of contract or during the tenure of the contract as and when required.
- 5.8. **QUALITY MANAGEMENT STANDARDS - MINIMUM REQUIREMENTS**
- 5.8.1. It is required that the service provider has a functioning quality management system based on generally accepted South African industry standard practices.
- A guide on basic quality standards is given for information in Addendum M QUALITY MANAGEMENT GUIDE
- The service provider's quality system must include:
- 5.8.1.1. An efficient communication system (telephones / fax machines)
- 5.8.1.2. An electronic storage system for bills of materials, technical data, job cards, parts etc.
- 5.8.1.3. An efficient materials / parts ordering system and store
- 5.8.1.4. The service provider shall use means such as log books, registers and planning boards for scheduling and monitoring work orders.
- 5.8.1.5. Bills of materials, replacement parts list for all fleet assets tendered for shall be available or accessible in hard or electronic format.
- 5.8.1.6. Appropriate technical specifications shall be available on the workshop floor in hard or electronic format.
- 5.8.1.7. A system to record all maintenance done on the City of Cape Town's fleet assets shall be provided and maintained for at least 5 years. Such information shall be easily traceable.
- 5.8.1.8. A proprietary accounting system shall be used to generate invoices and shall have financial reporting facility. Addendum F shows a typical sample invoice.
- 5.8.2. **QUALITY MANAGEMENT POLICY**
- 5.8.2.1. The service provider must, where there is none, draft a Quality Management Policy outlining the service provider's quality objectives and commitment to continual improvement of his / her business processes. A sample of such a document is in Addendum N QUALITY MANAGEMENT POLICY SAMPLE
- 5.8.2.2. The Quality Management Policy document will be required by the City of Cape Town from the commencement of contract or during the tenure of the contract as and when required.

5.9. **Workshop Facility Requirements**

5.9.1. Any Service Provider interested in providing the scope of work specified (local or those based in other provinces) will be permitted time to establish a fully equipped workshop inclusive of skilled staff, tools and equipment etc. within 90 days, within the geographical boundaries of the City of Cape Town as detailed in the Special Conditions of Contract Clause 36. Tenderers are required to complete SCHEDULE 15 B: WORKSHOP PREMISES AND FACILITIES.

5.9.2. The City of Cape Town reserves the right to inspect the tenderers premises at any time if one has been submitted with the tender submission or within the Ninety days (90 days) permitted from commencement of contract.

5.9.2.1. Failure to comply with the technical specifications with regards to the workshop contained in this tender can result in the contract being cancelled.

5.9.2.2. A actual site plan for established workshops and a typical site plan for those still to be established, will be required by the City of Cape Town during the evaluation period of this tender.

5.9.3. **ADEQUATE SECURE PARKING**

5.9.3.1. The service provider's premises must be able to accommodate the City of Cape Town's fleet assets with adequate **SECURE** parking in an enclosed secure environment under their control.

5.9.3.2. The City of Cape Town's vehicles shall be handled in such a way to prevent damage and theft during maintenance procedures.

5.9.3.3. Fleet assets shall be held in a lockable, secure building or yard after hours. The fleet asset remotes and ignition keys shall be kept in safe custody at all times.

5.9.4. **PREMISES SECURITY**

5.9.4.1. The service provider's workshop premises and parking area should have appropriate security measures in place in order to mitigate current and future risks during the tenure of the contract i.e. vandalism and property theft. The use of alarms with an armed response link is the preferred method.

5.9.4.2. If the assessors find that the security measures are inadequate to mitigate the current risks, it will be expected of the service provider to upgrade accordingly before any Purchase Order will be issued.

5.9.4.3. A copy of the contract between the security company and the service provider will be required by the City of Cape Town if applicable.

5.9.5. **WORKSHOP – FULLY ENCLOSED**

Service providers must have a fully enclosed, fully equipped workshop with adequate propriety equipment, fully equipped workbenches, artisan / skilled worker tools and access to the necessary technical standards, manuals and specifications to undertake the full range of repairs and maintenance required by this tender.

5.9.6. **WORKSHOP - STATUTORY REQUIREMENTS**

The workshop is to comply fully with statutory requirements as well as having: -

5.9.6.1. A fire risk survey certificate

5.9.6.2. An electrical compliance certificate.

5.9.6.3. The Fire Risk Survey Certificate and Electrical Certificate of Compliance must be supplied as and when requested by the City of Cape Town.

5.9.7. **WORKSHOP - DIMENSIONS**

The service provider's workshop(s) must be of sufficient dimension to accommodate the access, maintenance and testing procedures associated with the make / model of the vehicles scoped in this tender.

5.9.8. **WORKSHOP – LAYOUT**

The workshop layout must be in accordance with South African safe working practices and applicable codes of practice and shall have areas set aside for the various work processes such as: -

- 5.9.8.1. Receiving, pre inspection, final inspection area
- 5.9.8.2. Cleaning / wash area
- 5.9.8.3. Major servicing area
- 5.9.8.4. General engineering work (metal cutting, lathe work, welding work etc.)
- 5.9.8.5. Raw materials / steel storage area
- 5.9.8.6. Hydraulic repairs – general repairs, hose manufacture
- 5.9.8.7. If applicable: Hydraulic repairs – close tolerance work (Clean room required)
- 5.9.8.8. Spray painting area
- 5.9.8.9. Spare parts store
- 5.9.8.10 Hydraulic oils store
- 5.9.8.11 Tool store
- 5.9.8.12 Hazardous waste storage
- 5.9.8.13 Waste oil bin

5.9.9. **MAINTENANCE SPARES STORE**

- 5.9.9.1. The service provider is to ensure spares availability in support of optimum turnaround times of the equipment serviced / repaired.
- 5.9.9.2. The City of Cape Town requires that fleet assets undergoing routine maintenance are not out of service for lengthy periods of time waiting for essential / fast moving spares.
- 5.9.9.3. Discussions will be held with service providers regarding acceptable waiting periods for essential and major spares which then will be entered as key performance indicators against which the service provider will be measured.

5.9.9.4. **WORKSHOP - PERSONAL PROTECTIVE EQUIPMENT**

All work on fleet assets in the bays i.e. cutting, grinding and welding must be executed with the requirements of the General Safety Regulations i.e. the use of PPE and protective screens where necessary is mandatory.

5.9.10. **WORKSHOP - GENERAL HYDRAULIC WORK AREA**

- 5.9.10.1 Any hydraulic repair work shall be undertaken in an area apart from the general engineering section where steel cutting, grinding or welding activities is done.
- 5.9.10.2 All hydraulic repairs done in this area are to be undertaken to OEM standards and procedures and accepted general engineering Codes of Practice.
- 5.9.10.3 All major hydraulic cylinder repairs requiring disassembly, repair and assembly must incorporate a cylinder condition report which shows the status of the cylinder components and repair procedures recommended. Such documentation is to be attached to the quotation sent to the City of Cape Town. Refer to Addendum A for basic hydraulic repair procedures.
- 5.9.11. **WORKSHOP - HYDRAULIC CLEAN ROOM (if Applicable)**
- 5.9.11.1 All repairs to close tolerance hydraulic equipment such as hydraulic pumps, proportional valves, actuators and valve banks must be done in a clean room set apart from general engineering activities.

5.9.11.2 All major hydraulic repairs done in house to hydraulic cylinders, hydraulic pumps, proportional valves, actuators and valve banks must undergo testing on a suitable hydraulic test bench to verify conformance to OEM standards. Tenderers will be expected to submit calibration certificates, in this regard.

5.9.11.3 All such repairs must incorporate a condition report which shows the status of the components and repair procedures recommended. Such documentation is to be attached to the quotation sent to the City of Cape Town. Refer to Addendum A

5.9.11.4 Where no such facility is available in house, a competent sub-contractor may be used for these functions. The company profile brochures of such key sub-contractors must be supplied on request from the City of Cape Town.

5.9.12. **WORKSHOP - INDUSTRY STANDARD FLOOR**

5.9.12.1 It is a requirement that any maintenance activities be carried out on an industry standard concrete floor able to prevent oil spillage soaking into the ground and meeting the requirements of the National Building Regulations, SANS 10400 and SANS 1019 -1,2 Latest. The workshop flooring must be capable of withstanding the mass of the trucks.

5.9.12.2 Spill containment measures must be in place i.e. conveniently located spill kits are to be available.

5.9.12.3 The independent assessors which include industry experts will verify compliance to the applicable standards. Minor deviations identified will be transferred to the ADDENDUM D SUPPLIER DEVELOPMENT SCHEDULE with specified time frames during which the non-compliance identified need to be successfully addressed. Major non-compliances in this regard may render the tenderers submission non-responsive.

5.9.13. **WORKSHOP - FIRE PROTECTION**

5.9.13.1 Fire extinguishers must be installed at suitable areas in the workshop as a minimum requirement. Fire equipment is to be regularly serviced and certified as per statutory requirements.

5.9.13.2 If the assessors find that the fire protection measures are inadequate to mitigate the current risks, it will be expected of the service provider to upgrade accordingly before a Purchase Order may be issued.

5.10. **FIELD SERVICE VEHICLES**

5.10.1. It is expected that the service provider will have at least one fully equipped, roadworthy, adequately sized and properly branded panel van's or light delivery vehicle's suitable for field service work for the duration of this contract (field service vehicle may be owned and registered in the tenderers name, or have a leasing contract in place or have a contract in place with a competent sub-contractor for the provision of field service vehicle or will be purchasing the vehicle. In this regard, the tenderer must submit the pro-forma agreement or SLA with the sub-contracting party.

a. For owned vehicles, tenderers must attached proof of ownership (only vehicle registration certificate will be accepted) in the tenderers name.

c. For contract services must submit the pro-forma agreement or SLA with the sub-contracting party.

d. Where the vehicle needs to be procured, the City would need a letter of intent to purchase from the tenderer during the evaluation period.

Tenderers must complete SCHEDULE 15 E: FIELD SERVICE VEHICLE to list vehicle (s) available and to indicate if vehicles are owned or leased.

5.10.2. It is expected that the service provider's field service vehicle be sufficiently equipped as per the list (but not limited to) in Addendum G - FIELD SERVICE VEHICLES

5.10.3. The field service vehicle may be owned and registered in the tenderers name, or have a

leasing contract in place.

- 5.10.4. It is the tenderers responsibility to adjust field servicing capacity to meet the operational requirements of the City of Cape Town.
- 5.10.5. The company branding on the field service vehicles must be non-offensive to the public and must comply with the Code of Advertising Practice as required by the Advertising Standards Authority of South Africa. These vehicles are to be easily identifiable.
- 5.10.6. Staff manning such field service vehicles are to be provided with neat, presentable overalls (company branded) and to enforce that personal protective equipment is issued and used by the field service staff.
- 5.10.7. A valid vehicle registration certificate (if owned) or the leasing agreement or letter of intent of such leasing agreement and / or proof of a contract of such field services will be required by the City of Cape Town during the evaluation period of this tender as well as for the duration of the contract period.

5.11. **DRIVERS LICENCE**

The service provider is to ensure that all staff operating the City of Cape Town's waste compactors for maintenance intervention purposes are in possession of valid relevant licences, certifications and City of Cape Town-issued driver tags.

6. **GENERAL OPERATIONAL PROCEDURES IN CONTRACT**

6.1. **NO IMPOSITION OF ANY OBLIGATIONS ON THE CITY OF CAPE TOWN**

The acceptance of service providers onto the panel in terms of this tender will not impose any obligation on the City of Cape Town to make use of the goods and services provided by such panel members nor is there any guarantee of service provider exclusivity as far as work allocation is concerned.

6.2. **AUTHORIZATION OF WORK**

Any work to be done to a waste compactor must be authorised by the designated City of Cape Town official and upon receipt of an official Purchase Order, prior to the commencement of the work.

6.3. **90/10 will be used for purposes of evaluation only and work will be allocated based on the objective criteria as per Preferential Procurement Policy Framework Act, 2000:
Preferential Procurement Regulations, 2017**

Applicable Extract of the Preferential Procurement Regulations, 2017

“Award of contracts to tenderers not scoring highest points

11.(1) A contract may be awarded to a tenderer that did not score the highest points only in accordance with section 2(1)(f) of the Act.

(2) If an organ of state intends to apply objective criteria in terms of section 2(1)(f) of the Act, the organ of state must stipulate the objective criteria in the tender documents.”

6.4. **WORK ALLOCATION**

6.4.1. When maintenance interventions are required, a panel member will be selected to perform such interventions. In this regard the City of Cape Town will consider the service provider's.

6.4.2. The allocation of work in this tender will be surplus work emanating from tender no. 269S/2020/21. Once all capacity has been exhausted on tender no. 269S/2020/21, only then will the excess work be allocated via this tender as clause 6.4.1.2. below.

6.4.2.1. Vendor location from the point of need.

6.4.2.2. Specialist expertise in the required work.

6.4.2.3. Capacity to do such work at the time of need.

- 6.4.2.4. Work related to warranty conditions.
- 6.4.3. The amount of work allocated will vary according to operational requirements and at the sole discretion of the City of Cape Town.
- 6.5. **ALTERNATIVE SERVICE PROVIDERS**
 - 6.5.1. The City of Cape Town reserves the right to utilise other processes, alternative service providers or contracts in the event that the scope of work as outlined in this contract cannot be fulfilled by panel members.
 - 6.5.2. If the total cost of the work as well as the included buyout price is not considered to be fair and reasonable by the designated city official and consensus to reduce the total price cannot be reached with the service provider concerned, the City of Cape Town then reserves the right to acquire such goods and services using fleet business processes / other SCM mechanisms.
- 6.6. **WORK PERFORMANCE MONITORING IN CONTRACT**
All work allocated will be subject to performance management. See section 13 "SERVICE PROVIDER PERFORMANCE MONITORING KPI"
- 6.7. **PLANNED SERVICES**
 - 6.7.1. The routine services must conform to OEM service schedules for the specific make and model of the waste compactor outlined in this tender.
 - 6.7.2. Typical periodic service schedules required for waste compactors are depicted in Addendum H WASTE COMPACTORS SERVICE SCHEDULES
 - 6.7.3. The servicing lead times for various service types (minor, intermediate or major services) will be fixed in consultation with the service providers at commencement of the tender.
- 6.8. **OUTSOURCING / SUB-CONTRACTING**
 - 6.8.1. Service providers may however not sub-contract the PRIMARY scope of work as is outlined in this tender.
 - 6.8.2. The service provider may appoint sub-contractors for specialist work such as line boring and major hydraulic repairs i.e. cylinder repairs requiring hard chroming or repairs to hydraulic pumps, valve bank actuators and similar for which a handling fee of 8% on gross invoiced price may be charged to the City of Cape Town.
 - 6.8.3. The use of outsourced services in no way reduces the liability or obligations of the service providers in terms of this tender.
 - 6.8.4. Service Providers shall underwrite any warranties of outsourced services used in the execution of the scope of work.
 - 6.8.5. The Service Provider and all sub-contractors utilised during the contract period must make their business premises accessible for site inspections. Access must be given within 5 working days of request to perform routine inspections.
 - 6.8.6. The service provider is to ensure that subcontractors comply with the requirements of this tender particularly as regards the standard and quality of goods and services requested. The service provider will be accountable for any deviations.
 - 6.8.7. If deviations are noted during the tenure of the contract, the City of Cape Town reserves the right to suspend work until remedial action has been taken by the sub-contractor.
- 6.9. **BREAKDOWN AND REACTIVE MAINTENANCE REPAIRS**
The selected panel member will be requested to perform the following maintenance

interventions as and when operational needs dictate:

- 6.9.1. **MINOR BREAKDOWNS**
For fleet assets requiring diagnostic testing, fault finding and repair work and which can be done at the specific operational site where the vehicle hydraulics system has broken down.
- 6.9.2. **MAJOR BREAKDOWNS**
Fleet items will be recovered to depots/workshops (City of Cape Town's workshop or the service providers workshop where diagnostic testing, fault finding and repair work may be required)) as instructed by designated City of Cape Town officials on standby.
- 6.9.3. **MAJOR REPAIRS**
 - 6.9.3.1. The City of Cape Town's technical team shall be approached for approval of any proposals made by the service provider for alterations, modifications and major repairs.
 - 6.9.3.2. Any non OEM spare parts used in the maintenance of an integral part of the waste compactor equipment must be supported by a competent South African engineering report indicating conformance to or exceeding the OEM requirements for those spare parts.
 - 6.9.3.3. Local manufacture of OEM components must utilize: -
 - 1. OEM technical specifications
 - 2. The manufacture of the replacement part needs to provide proof of conformance to the OEM technical specifications.
- 6.10. **INSPECTION – PRE / FINAL:**
 - 6.10.1. The waste compactors are required to be inspected and findings documented by the service provider on a pre-work inspection sheet upon receipt of the vehicle. A final inspection is to be done after maintenance interventions have been performed. Failure to comply will result in service providers being held liable for any damages or losses incurred.
 - 6.10.2. Service providers are to note any defects becoming evident in the final inspection which could impact on the roadworthiness of the vehicle and to bring that to the attention of the City of Cape Town's designated official.
- 6.11. **DOCUMENTATION TO BE SUBMITTED WITH INVOICE:**
Documentation related to maintenance interventions carried out i.e. pre and post inspection sheets and job cards must be submitted to the various fleet departments with invoice. This shall form part of the vehicle history which shall be stored by the service provider for a minimum of 5 years.
- 6.12. **COMPANY BRANDING**
No company branding is permitted to be placed on City of Cape Town vehicles after any maintenance interventions.
- 6.13. **SERVICE PROVIDERS RESOURCES**
It is the tenderers responsibility to adjust his / her resources to meet the operational requirements of the City of Cape Town.
- 6.14. **WARRANTY ON REPAIRS AND MAINTENANCE**
 - 6.14.1. The City of Cape Town will only accept a minimum of 12 months' warranty on workmanship, corrosion protection and parts from the day the waste compactor was collected or delivered. Fair wear and tear, misuse and accidental damage is excluded when proven to be so. Warranty claims will be allocated to the service provider who performed the initial work.

The existing companies' warranty terms and conditions are not applicable to this tender unless they are more favourable than the stipulated warranties listed above

- 6.14.2. As regards a breakdown due to the failure of goods and or services supplied by a service provider under warranty, the salvaging cost will be charged to the service provider if it is proved that the failure of such goods or services supplied was the root cause of the breakdown.

7. **THE SERVICE PROVIDER'S OBLIGATIONS IN CONTRACT**

Successful panel members should adhere to the following items in contract

7.1. **SUPPLY CHAIN MANAGEMENT COMPLIANCE**

The service provider must ensure that he / she continuously meets all SCM requirements during the tenure of the contract. It must be noted that no purchase orders for work can be placed with a service provider who fails to comply with this requirement.

7.2. **CHANGE IN SERVICE PROVIDERS CAPABILITY IN CONTRACT**

- 7.2.1. During the tenure of the contract, any changes in the capability of the service provider to work on different makes and models other than those submitted in this tender, must be submitted for consideration and possible acceptance by the City of Cape Town using amended T1 - A pages.

- 7.2.2. The City of Cape Town reserves the right to validate such offerings by means of an assessment as a prerequisite to acceptance onto the service provider's initial service offering.

7.3. **INSURANCE RISK COMPLIANCE**

- 7.3.1. The service provider is to take note of the requirements of clause 11 (a) - (g) of the General Conditions of Contract regarding Insurance.

- 7.3.2. The service providers with assistance of his / her broker is to clearly cross reference the requirements of Clause 11 (a) - (g) of the General Conditions of Contract against the clauses of the "all risks" policies held by the service provider to enable proper evaluation of compliance in this regard.

8. **SERVICE PROVIDERS DEVELOPMENT IN CONTRACT**

8.1. **CONTINUOUS IMPROVEMENT**

- 8.1.1. It is an expectation of this tender that Service Providers participating in the panel tenders be actively involved in pursuing the statutory and legal compliance of his / her enterprise, the upliftment / development of their staff, equipment and facilities as well as the quality levels of supplied services to the City of Cape Town. See ADDENDUM D - SUPPLIER DEVELOPMENT SCHEDULE (SAMPLE)

- 8.1.2. The City of Cape Town reserves the right to conduct ad-hoc assessments during the tenure of the contract to monitor such progress. If any negligence to statutory conformance, gross misconduct as per the OHAS Act, Environmental Act and Building regulatory Act and poor performance as per the guidelines set out in this specification as well as the ADDENDUM D - SUPPLIER DEVELOPMENT SCHEDULE (SAMPLE), Work will not be allocated until remedial actions have been instituted based on the severity of the findings and proof has been submitted and accepted by the City of Cape town designated representatives.

8.2. **STAFF DEVELOPMENT**

This requirement needs to be viewed in the light of the sophistication of the equipment as well as ensuring accountability for the scope of repairs performed. Staff so skilled will ensure that the appropriate skills and competencies gained, as required by the OEM, are being utilised to perform the services requested. This will minimise the risk of damage to equipment and possible liability claims against the City of Cape Town that may arise as a result of inadequate skills and competencies of the service provider's staff performing the scope of the work.

- 8.2.1. **TECHNICAL SKILLS MATRIX (TSM)**

- 8.2.1.1. It is expected that the service provider where there is none, compiles a Technical Skills Matrix which is a needs analysis covering the relevant competency areas required by the OEM and indicate areas of compliance per employee.
- 8.2.1.2. The training needs identified in the TSM need to be transferred to the service providers annual Technical / Product Training Planner (PTP) for the scheduling of the necessary training courses.
- 8.2.1.3. The TSM plus the training schedule may be monitored during the tenure of the contract if/when adhoc inspections occur. Service Providers are expected to ensure that all staff meet the skills needed for the work allocated to them.
- 8.2.1.4. A basic guide to compiling a Technical Skills Matrix can be found in Addendum R. Any items / areas omitted deemed essential to conform to the OHSAS and /or the requirements of the OEM design engineer's maintenance standards needs to be added.
- 8.2.1.5. The Technical Skills Matrix as well as the training schedule needs to be formally authorised by the Service Providers designated authority representing the company.
- 8.2.1.6. **Technical Short Courses**
It is required that the employees identified as requiring training in the TSM be sent for training / upskilling in relevant areas i.e. hydraulics, structural repairs, diagnostics for the purposes of formal certification of their skills and to meet the scope of work offered for this tender.
- 8.2.1.7. **Training Institutions**
For the service provider's convenience, a list of training institutions offering short courses in hydraulic repairs and maintenance is listed in Addendum A clause 8 as well links for business improvement assistance in Addendum Q. Such skilled workers could eventually enrol into in an ARPL (Artisan of Prior Learning) programme once the qualifying criteria has been met. This will be entered into the ADDENDUM D - SUPPLIER DEVELOPMENT SCHEDULE
- 8.2.1.8. The TSM is not to be construed with the Workplace Skills Plan required by the Skills Development Act although elements of the Technical Training Schedule (TTS) can be incorporated into the service providers formal Workplace Skills Plan.

9.

SERVICE PROVIDER PERFORMANCE MONITORING KPI IN CONTRACT

The Service Provider may be measured through the means of Key Performance Areas (KPA). See Addendum C. Overall results will be categorised in the following areas. (Weighted result based on the Impact on Service Delivery)

GREEN	EXPECTATION MET	AMBER	INTERVENTION REQUIRED	RED	POOR PERFORMANCE
--------------	------------------------	--------------	------------------------------	------------	-------------------------

- 9.1. Each KPA will consist of Key Performance Indicators (KPI) that are combined with thresholds and targets.
- 9.2. Periodic meetings if required will be held with the respective user departments to discuss previous month's concerns and results from the KPA tracking.
- 9.3. The KPAs and KPIs may be amended as and when it is deemed necessary, with the involvement of the Service Provider.
- 9.4. Standard servicing times negotiated with the Service Provider must be adhered to. Additional work must be approved by the City of Cape Town for amended purchase order purposes and agreed upon adjustment of working lead time.
- 9.5. Repairs authorised must be completed within the agreed upon lead times.

- 9.6. Continued poor performance where the Service Provider stays within the Amber and or Red zones of the KPA document for 2 consecutive months, the City of Cape Town reserves the right to suspend all work allocations until corrective actions have been implemented.
- 9.7. Continued sub-standard work performance will also lead to the suspension of work and may result in the initiation of a default procedure as per clause 23 of the General Conditions of Contract. However, the service provider may be given a chance to rectify any sub-standard work within a stipulated time frame. During this period, the City of Cape Town reserves the right to utilise other service providers in order to mitigate any adverse operational impact.

10.

SERVICE PROVIDER ASSESSMENT IN CONTRACT

10.1. TECHNICAL

- 10.1.1. The service provider will be independently assessed after the commencement of contract amongst other aspects, for the suitability of the workshop, the existence and use of all appropriate workshop tools and equipment, technical staff tools, applicable technical specifications and standards needed to perform the scope of work applicable to the make and model of the equipment selected in T1 – A as specified in the tender.
- 10.1.2. The independent assessor will report to the City of Cape Town on the minor and major findings identifying areas of improvements in this regard.

10.2. HEALTH AND SAFETY

- 10.2.1. The assessment will gauge the level of compliance to the requirements of the Occupational Health and Safety Act and that the workshop risks to health and safety are documented and the steps taken by the service provider to mitigate such risks.
- 10.2.2. Where applicable, the basic elements of the Health and Safety aspects of the Occupational Health and Safety Act will be entered into the service providers
ADDENDUM D - SUPPLIER DEVELOPMENT SCHEDULE
- 10.2.3. The independent assessor will report to the City of Cape Town on the minor and major findings identifying areas of improvements in this regard.

10.3. ENVIRONMENTAL IMPACT

- 10.3.1. The service provider will be assessed as to his / her commitment to reducing the impact of his / her business activities on the environment and whether any serious non-conformances are evident.
- 10.3.2. The independent assessor will report to the City of Cape Town on the minor and major findings identifying areas of improvements in this regard.

SERVICING, DIAGNOSTIC TESTING, FAULT FINDING AND REPAIRS (HYDRAULIC AND STRUCTURAL) OF THE CITY OF CAPE TOWNS FLEET OF TIP TRUCKS, HOOK LIFTS, SKIP LOADERS, SIDE LOADERS, ROLL BACKS VACUUM TANKERS, SEWER JET MACHINES, JET /VAC COMBINATION UNITS, FUEL BOWSER, MECHANICAL STREET SWEEPERS AND SIMILAR FLEET ASSETS.

1. **INTRODUCTION TO TENDER**

- 1.1. This tender calls for all current and emerging service providers to be part of a panel interested in providing periodic servicing, diagnostic testing, fault finding and repairs (hydraulic and structural) of the City of Cape Town's fleet of tip trucks, hook lifts, skip loaders, side loaders, roll backs, Vacuum Tankers, Sewer Jet Machines, Jet /Vac Combination Units, Fuel Bowser, Mechanical Street Sweepers and similar.
- 1.2. The City of Cape Town has a fleet of approximately 220 trucks fitted with hydraulic power packs. The size of the fleet described in T2 – A may fluctuate as vehicles are commissioned or decommissioned.
- 1.3. All tender documents as well as all supportive technical literature must be submitted on a suitably sized USB memory stick with the tender submission or upon written request.

2. **FLEET ASSETS UNDER REPAIR**

2.1. **GENERAL TRUCK HYDRAULICS**

Tipper trucks, Hook lifts, Skip loaders, Sider loaders, Roll backs, Vacuum Tankers
Sewer Jet Machines, Jet /Vac combination units and Fuel Bowser

The above trucks will be referred to as fleet assets in the text below.

3. **PRIMARY SCOPE OF WORK**

- 3.1. The work required of service providers in terms of technical specification T2 encompasses the installed hydraulic power pack and related equipment as well as the supporting steel structures to which the hydraulic equipment is attached.
- 3.2. The above-mentioned fleet assets need periodic and ad-hoc maintenance interventions i.e. dealing with scheduled services, hydraulic statutory inspections, diagnostic testing, fault finding, repairs, maintenance and breakdowns.
- 3.3. It will be required that service providers examine the list of assets in Schedule 15A: T2 - A and then select those which match his / her area of expertise.
- 3.4. The approved service providers forming part of this panel will be asked to perform such interventions either at his / her place of business as in the case of scheduled or periodic maintenance, or on site when dealing with breakdowns.
- 3.5. The service providers must be able to provide a complete range of maintenance interventions for the selected City of Cape Town's Fleet Assets. The periodic service schedule is as per (but not limited to) the typical servicing schedules indicated in Addendum H1 GENERAL TRUCK HYDRAULICS INSPECTION / SERVICING
- 3.6. The service schedules or any updated amendments to such schedules will need to be aligned with the make and model of the fleet asset to be serviced, thus ensuring compliance to the OEM requirements.

- 3.7. Service providers may however form strategic partnerships with competent sub-contractors to assist with the scope and diverse locations over which the services required by this tender need to be provided. The service provider will however be held responsible and accountable for all technical and safety standards and regulations.
- 3.8. Any additional Service offering that can be offered by the service provider during the tenure of the contract must be communicated to the City of Cape Town. The City of Cape Town reserves the right to verify such services by means of an assessment.
- 3.9. The service providers who offer on-road breakdown services are to note the requirements of the service vans as stated in clause 5.11.
- 3.10. Fleet assets, accessories and associated equipment that are covered by an existing warranty with the Primary Tenderer, service plan or contract applicable to sub-contractors of the Primary Tenderer will be managed in terms of the agreements with the companies responsible where applicable.

4. **APPLICABLE STANDARDS**
 All service providers must comply with all the applicable standards and legal requirements pertaining to their enterprise. The latest version or amendments thereof supersedes the standards or equivalent standards applicable to this specification: -

SANS 12944-1 Corrosion protection of steel structures
 ISO 4406 Hydraulic oil cleanliness level
 SANS 1700 Fasteners – Hi Strength Structural
 SANS 10044-2 Code of practice for welding
 The Occupational Health and Safety Act of 1983
 National Road Traffic Act No. 93 of 1996
 Environmental Regulations of 1987
 National Environmental Management Waste Act of 2008
 Environmental Conservation Act 73 of 1989
 Air Quality Management By-Law, 2016
 Wastewater and Industrial Effluent By-Law 2013
 SANS 10400: The application of the National Building Regulations (NBR)

4.1. **Hydraulic Oil Standard and Procedures**

Service Providers must refer to Addendum A Sections 4, 5 and 6.

The successful Service Providers will be expected to ensure conformance to the standards as set in ISO 4406 as well as the requirements and control measure stated in Addendum A.

The City of Cape Town Fleet departments are aware of the current industry methods of material handling and storage of Hydraulic Oil. Successful Tenderers will be required to ensure full compliance to Hydraulic Oil maintenance as well as quality levels. Purchase Orders will not be issued to Service Providers found to be in contravention as well as liable for all costs associated with the impacted equipment.

5. **GENERAL REQUIREMENTS FOR THIS TENDER**

5.1. **COMPANY PROFILE**

A comprehensive company profile document will be required wherein is clearly stated: -

- 5.1.1. The company's mission statement detailing the company's commitment to Health and Safety, the Environment, Quality and strategies to ensure surrounding a high level of product knowledge required by its core of technical maintenance staff.
- 5.1.2. the service providers core business

- 5.1.3. An outline of the maintenance and repair of equipment similar to that required by this specification.
- 5.1.4. Key clients with description of major work undertaken for such clients.
- 5.2. **STAFF COMPETENCIES**
 - 5.2.1. It is expected that technical staff (artisans and skilled workers) involved in the repair and maintenance of the type of fleet asset described in tender specification T2 must have had the necessary OEM in house product training and retraining and have applied that body of knowledge and acquired artisanal skills (in the case of skilled workers), extensively and successfully in the maintenance and repair of such equipment over a period of years in the service providers workshop.
 - 5.2.2. All technical staff (artisans and semi-skilled) must have access to all the necessary industry standard proprietary workshop tools and equipment in order to fulfil the requirements of this technical specification for: -
 - 5.2.2.1. Hydraulic equipment maintenance repair procedures
 - 5.2.2.2. General structural engineering repair procedures
 - 5.2.2.3. Steel corrosion protection / coating procedures
 - 5.2.2.4. Addendum A and Addendum B has reference.
 - 5.2.3. The service provider is to list all technical staff (artisans and semi-skilled) used in the repair, maintenance and diagnostics of the type of equipment scoped in this tender in Schedule 15 - C STAFF DETAILS AND COMPETENCIES
 - 5.2.4. Documents in support i.e. qualifications, in-house product specific training and workshops attended will be required by the City of Cape Town during the evaluation phase of this tender.
- 5.3. **BUSINESS LOCATION AND ZONING**

The requirements of the City of Cape Town Zoning Scheme Regulations of September 2012 applies in this instance.
Geographical representation of the City of Cape Town boundaries:
<https://citymaps.capetown.gov.za/EGISViewer/>

 - 5.3.1. The workshop premises must be within the geographical boundaries of the City of Cape Town and it must be zoned for business activities in terms of the relevant by-laws of the City of Cape Town. The City of Cape Town will require a zoning certificate or a letter / e mail of application for such zoning and the latest municipal rates account for verification purposes or a Sworn Affidavit that they are appropriately zoned.
 - 5.3.2. Service Providers who want to operate in a business zone which is not aligned to the scope of work in T2 must request dispensation from the City of Cape Town to operate their business. The City of Cape Town will require written evidence any such dispensation.
 - 5.3.3. A zoning certificate may be obtained from the City of Cape Town's Department of Planning and Building Development Management department. Contact information per area is contained here:
<http://www.mbawc.org.za/images/files/City%20of%20Cape%20Town%281%29.pdf>

The City of Cape Town contact details for zoning is in Addendum I
- 5.4. **BARGAINING COUNCIL**
 - 5.4.1. Service providers must be registered with the appropriate bargaining council pertaining to the type of work being undertaken in this tender, such as MEIBC: "The Metal and Engineering Industry Bargaining Council". Main Agreement Part 1 Conditions of Employment clause 1: Scope of Application of Agreement refers.

- 5.4.2. A registration certificate or a letter of intent / email written to the Bargaining Council concerned regarding registration will be required by the City of Cape Town during the evaluation period of this tender. All successful Tenderers must be registered at commencement of contract. Purchase Order's will only be issued once registration has been confirmed.
- 5.5. **HEALTH AND SAFETY PLAN**
- 5.5.1. Service Providers shall be expected to comply with all relevant health and safety laws and regulations in the execution of any work as scoped by technical specification T2 and as committed to by his / her signature in Schedule 9.
(See Addendum E HEALTH AND SAFETY COMPLIANCE CHECKLIST)
- 5.5.2. The service provider shall be expected to submit a Health and Safety Plan containing :-
- 5.5.2.1. A base line in-house risk assessment of his activities
(See Addendum J RISK ASSESSMENT AND ACTION PLAN SAMPLE)
- 5.5.2.2. An action plan to mitigate such risks identified
(See Addendum J RISK ASSESSMENT AND ACTION PLAN SAMPLE)
- 5.5.2.3. A Health and Safety Policy document indicating senior management's commitment to Health and Safety.
(See Addendum O SAMPLE HEALTH AND SAFETY POLICY)
- 5.5.3. The Health and Safety Plan will be required by the City of Cape Town from the commencement of contract or during the tenure of the contract as and when required.
- 5.6. **ENVIRONMENTAL POLICY**
- 5.6.1. The service provider must have adequate measures in place to deal with waste streams generated in their work processes.
- 5.6.2. The service provider shall, where there is none, compile an Environmental Policy statement showing senior management's commitment to the protection of their environment. A sample Environmental Policy is in Addendum O
- 5.6.3. The Environmental Policy document will be required by the City of Cape Town from the commencement of contract or during the tenure of the contract as and when required.
- 5.7. **DISCHARGE OF INDUSTRIAL EFFLUENT AND REGISTRATION AS WASTE GENERATOR**
- 5.7.1. The tenderer shall have the necessary permissions from the City of Cape Town for the generation of waste in the course of business activities if he / she produces more than 20kg per day of hazardous waste. i.e. be registered as a Waste Generator.
- 5.7.2. Hazardous substances i.e. waste oils, workshop waste materials, chemicals, fluids and solvents etc. in use in their work processes in house and on-site calls shall be collected in leak free, clearly marked proprietary containers, safely stored and shall be safely disposed of. In this regard the service provider is to Complete Schedule 15 F - I indicating the City of Cape Town approved waste disposal companies used.
- 5.7.3. All hazardous chemicals shall have Material Safety Data Sheets readily available.
- 5.7.4. The City of Cape Town may during the tenure of the contract request the panel member to provide the latest waste disposal certificates from the companies indicated.
- 5.7.5. Service Providers who discharge effluent into sewers or any waste water system as part of their business processes must have the necessary permits from the City of Cape Town to do so and must have an effluent treatment facility to ensure that the effluent so discharged is within specifications for acceptance by the sewer system.
- 5.7.6. If it is noted by the assessors that serious environmental violations are present in the workshop such as but not limited to untreated oil contaminated water / hazardous

substances flowing into the storm water drains and sewer, the service provider, over and above the actions which could be taken by the City of Cape Town in terms of Clause 4 (2) (Protection of Municipal Sewers) of the Waste Water and Industrial Effluent Act, shall be declared non-responsive in terms of this tender or work will immediately be suspended until remedial actions have instituted and verified by the designated authorities.

- 5.7.7. If during the tenure of the tender, cases of environmental regulation contraventions are observed, work will be suspended until such contraventions have been cleared to the satisfaction of the City of Cape Town and in accordance with the relevant environmental standards and by laws.
- 5.7.8. The application to discharge effluent permit forms may be downloaded at <https://resource.capetown.gov.za/documentcentre/Documents/Forms,%20notices,%20tariffs%20and%20lists/Application%20discharge%20industrial%20effluent%20to%20municipal%20system.pdf>
- 5.7.9. The application forms to register as a waste generator may be downloaded at <https://resource.capetown.gov.za/documentcentre/Documents/Forms,%20notices,%20tariffs%20and%20lists/Waste%20Generator%20Application%20Form.pdf>. Addendum K refers in this regard
- 5.7.10. The service provider's registration documents as a waste generator as well the effluent permits will be required by the City of Cape Town from the commencement of contract or during the tenure of the contract as and when required.

5.8. **QUALITY MANAGEMENT STANDARDS - MINIMUM REQUIREMENTS**

- 5.8.1. It is required that the service provider has a functioning quality management system based on generally accepted South African industry standard practices.

A guide on basic quality standards is given for information in Addendum M QUALITY MANAGEMENT GUIDE

The service provider's quality system must include:

- 5.8.1.1. An efficient communication system (telephones / fax machines)
- 5.8.1.2. An electronic storage system for bills of materials, technical data, job cards, parts etc.
- 5.8.1.3. An efficient materials / parts ordering system and store.
- 5.8.1.4. The service provider shall use means such as log books, registers and planning boards for scheduling and monitoring work orders.
- 5.8.1.5. Bills of materials, replacement parts list for all fleet assets tendered for shall be available or accessible in hard or electronic format.
- 5.8.1.6. Appropriate technical specifications shall be available on the workshop floor in hard or electronic format.
- 5.8.1.7. A system to record all maintenance done on the City of Cape Town's fleet assets shall be provided and maintained for at least 5 years. Such information shall be easily traceable.
- 5.8.1.8. A proprietary accounting system shall be used to generate invoices and shall have a financial reporting facility. Addendum F shows a typical sample invoice.
- 5.8.2. **QUALITY MANAGEMENT POLICY**
- 5.8.2.1. The service provider must, where there is none, draft a Quality Management Policy outlining the service provider's quality objectives and commitment to continual improvement of his / her business processes. A sample of such a document is in Addendum N.

- 5.8.2.2. The Quality Management Policy document will be required by the City of Cape Town from the commencement of contract or during the tenure of the contract as and when required

5.9. **Workshop Facility Requirements**

- 5.9.1. Any Service Provider interested in providing the scope of work specified (local or those based in other provinces) will be permitted time to establish a fully equipped workshop inclusive of skilled staff, tools and equipment etc. within 90 days, within the geographical boundaries of the City of Cape Town.
- 5.9.2. The City of Cape Town reserves the right to inspect the tenderers premises at any time if one has been submitted with the tender submission or within the Ninety days (90 days) permitted from commencement of contract.
- 5.9.2.1. Failure to comply with the technical specifications with regards to the workshop contained in this tender can result in the contract being cancelled.
- 5.9.2.2. A actual site plan for established workshops and a typical site plan for those still to be established, will be required by the City of Cape Town during the evaluation period of this tender.
- 5.9.3. **ADEQUATE SECURE PARKING**
- 5.9.3.1. The service provider's premises must be able to accommodate the City of Cape Town's fleet assets with adequate **SECURE** parking in an enclosed secure environment under their control.
- 5.9.3.2. The City of Cape Town's vehicles shall be handled in such a way to prevent damage and theft during maintenance procedures.
- 5.9.3.3. Fleet assets shall be held in a lockable, secure building or yard after hours. The fleet asset remotes and ignition keys shall be kept in safe custody at all times.
- 5.9.4. **PREMISES SECURITY**
- 5.9.4.1. The service provider's workshop premises and parking area should have appropriate security measures in place in order to mitigate current and future risks during the tenure of the contract i.e. vandalism and property theft. The use of alarms with an armed response link is the preferred method.
- 5.9.4.2. If the assessors find that the security measures are inadequate to mitigate the current risks, it will be expected of the service provider to upgrade accordingly before any Purchase Order will be issued.
- 5.9.4.3. A copy of the contract between the security company and the service provider will be required by the City of Cape Town if applicable.
- 5.9.5. **WORKSHOP – FULLY ENCLOSED**
Service providers must have a fully enclosed, fully equipped workshop with adequate propriety equipment, fully equipped workbenches, artisan / skilled worker tools and access to the necessary technical standards, manuals and specifications to undertake the full range of repairs and maintenance required by this tender.
- 5.9.6. **WORKSHOP - STATUTORY REQUIREMENTS**
The workshop is to comply fully with statutory requirements as well as having: -
- 5.9.6.1. A fire risk survey certificate
- 5.9.6.2. An electrical compliance certificate.
- 5.9.6.3. The Fire Risk Survey Certificate and Electrical Certificate of Compliance must be supplied as and when requested by the City of Cape Town.

5.9.7. **WORKSHOP - DIMENSIONS**

The service provider's workshop(s) must be of sufficient dimension to accommodate the access, maintenance and testing procedures associated with the make / model of the vehicles scoped in this tender.

5.9.8. **WORKSHOP – LAYOUT**

The workshop layout must be in accordance with South African safe working practices and applicable codes of practice and shall have areas set aside for the various work processes such as: -

- 5.9.8.1. Receiving, pre inspection, final inspection area.
- 5.9.8.2. Cleaning / wash area
- 5.9.8.3. Major servicing area
- 5.9.8.4. General engineering work (metal cutting, lathe work, welding work etc.)
- 5.9.8.5. Raw materials / steel storage area
- 5.9.8.6. Hydraulic repairs – general repairs
- 5.9.8.7. If applicable: Hydraulic repairs – close tolerance work (Clean room required)
- 5.9.8.8. Spray painting area
- 5.9.8.9. Spare parts store
- 5.9.8.10. Bunded oils store
- 5.9.8.11. Tool store
- 5.9.8.12. Hazardous waste storage
- 5.9.8.13. Waste oil bin

5.9.9. **MAINTENANCE SPARES STORE**

- 5.9.9.1. The service provider is to ensure spares availability in support of optimum turnaround times of the equipment serviced / repaired.
- 5.9.9.2. The City of Cape Town requires that fleet assets undergoing routine maintenance are not out of service for lengthy periods of time waiting for essential / fast moving spares.
- 5.9.9.3. Discussions will be held with service providers regarding acceptable waiting periods for essential and major spares which then will be entered as key performance indicators against which the service provider will be measured.

5.9.10. **WORKSHOP - PERSONAL PROTECTIVE EQUIPMENT**

All work on fleet assets in the bays i.e. cutting, grinding and welding must be executed with the requirements of the General Safety Regulations i.e. the use of PPE and protective screens where necessary is mandatory.

5.9.11. **WORKSHOP - GENERAL HYDRAULIC WORK AREA**

- 5.9.11.1. Any hydraulic repair work shall be undertaken in an area apart from the general engineering section where steel cutting, grinding or welding activities is done.
- 5.9.11.2. All hydraulic repairs done in this area are to be undertaken to OEM standards and procedures and accepted general engineering Codes of Practice.
- 5.9.11.3. All major hydraulic cylinder repairs requiring disassembly, repair and assembly must incorporate a cylinder condition report which shows the status of the cylinder components and repair procedures recommended. Such documentation is to be attached to the quotation sent to the City of Cape Town. Refer to Addendum A for basic hydraulic repair procedures.

5.9.12. **WORKSHOP - HYDRAULIC CLEAN ROOM (if Applicable)**

- 5.9.12.1. All repairs to close tolerance hydraulic equipment such as hydraulic pumps, proportional valves, actuators and valve banks must be done in a clean room set apart from general engineering activities.

- 5.9.12.2. All major hydraulic repairs done in house to hydraulic cylinders, hydraulic pumps, proportional valves, actuators and valve banks must undergo testing on a suitable hydraulic test bench to verify conformance to OEM standards. Tenderers will be expected to submit calibration certificates, in this regard.
- 5.9.12.3. All such repairs must incorporate a condition report which shows the status of the components and repair procedures recommended. Such documentation is to be attached to the quotation sent to the City of Cape Town. Refer to Addendum A 3.7
- 5.9.12.4. Where no such facility is available in house, a competent sub-contractor may be used for these functions. The company profile brochures of such key sub-contractors must be supplied on request from the City of Cape Town.

5.9.13. **WORKSHOP - INDUSTRY STANDARD FLOOR**

- 5.9.13.1. It is a requirement that any maintenance activities be carried out on an industry standard concrete floor able to prevent oil spillage soaking into the ground and meeting the requirements of the National Building Regulations, SANS 10400 and SANS 1019 -1,2 Latest. The workshop flooring must be capable of withstanding the mass of the trucks.
 - 5.9.13.2. Spill containment measures must be in place i.e. conveniently located spill kits are to be available.
 - 5.9.13.3. The independent assessors which include industry experts will verify compliance to the applicable standards. Minor deviations identified will be transferred to the ADDENDUM D SUPPLIER DEVELOPMENT SCHEDULE with specified time frames during which the non-compliance identified need to be successfully addressed. Major non-compliances in this regard may render the tenderers submission non-responsive.
- 5.9.14. **WORKSHOP - FIRE PROTECTION**
- 5.9.14.1. Fire extinguishers must be installed at suitable areas in the workshop as a minimum requirement. Fire equipment is to be regularly serviced and certified as per statutory requirements.
 - 5.9.14.2. If the assessors find that the fire protection measures are inadequate to mitigate the current risks, it will be expected of the service provider to upgrade accordingly before a Purchase Order may be issued.

5.10. **FIELD SERVICE VEHICLES**

- 5.10.1. It is expected that the service provider will have at least one fully equipped, roadworthy, adequately sized and properly branded panel van's or light delivery vehicle's suitable for field service work for the duration of this contract (field service vehicle may be owned and registered in the tenderers name, or have a leasing contract in place or have a contract in place with a competent sub-contractor for the provision of field service vehicles or will be purchasing the vehicle. In this regard, the tenderer must submit the pro-forma agreement or SLA with the sub-contracting party.
 - a. For owned vehicles, tenderers must attached proof of ownership (only vehicle registration certificate will be accepted) in the tenderers name.
 - c. for contract services must submit the pro-forma agreement or SLA with the sub-contracting party.
 - d. Where the vehicle needs to be procured, the City would need a letter of intent to purchase from the tenderer during the evaluation period.

Tenderers must complete SCHEDULE 15 E: FIELD SERVICE VEHICLE to list vehicle (s) available and to indicate if vehicles are owned or leased.

- 5.10.2. It is expected that the service provider's field service vehicle be sufficiently equipped as per the list (but not limited to) in Addendum G– E FIELD SERVICE VEHICLES

- 5.10.3. The field service vehicle may be owned and registered in the tenderers name, or have a leasing contract in place.
- 5.10.4. It is the tenderers responsibility to adjust field servicing capacity to meet the operational requirements of the City of Cape Town.
- 5.10.5. The company branding on the field service vehicles must be non-offensive to the public and must comply with the Code of Advertising Practice as required by the Advertising Standards Authority of South Africa. These vehicles are to be easily identifiable.
- 5.10.6. Staff manning such field service vehicles are to be provided with neat, presentable overalls (company branded) and to enforce that personal protective equipment is issued and used by the field service staff.
- 5.10.7. A valid vehicle registration certificate (if owned) or the leasing agreement or letter of intent of such leasing agreement and / or proof of a contract of such field services will be required by the City of Cape Town during the evaluation period of this tender.
- 5.11. **DRIVERS LICENCE**
The service provider is to ensure that all staff operating the City of Cape Town's vehicles for maintenance intervention purposes are in possession of valid relevant licences, certifications and City of Cape Town-issued driver tags.

6. **GENERAL OPERATIONAL PROCEDURES IN CONTRACT**

- 6.1. **NO IMPOSITION OF ANY OBLIGATIONS ON THE CITY OF CAPE TOWN**
The acceptance of service providers onto the panel in terms of this tender will not impose any obligation on the City of Cape Town to make use of the goods and services provided by such panel members nor is there any guarantee of service provider exclusivity as far as work allocation is concerned.
- 6.2. **AUTHORIZATION OF WORK**
Any work to be done to a General Hydraulic Equipment must be authorised by the designated City of Cape Town official and upon receipt of an official Purchase Order, prior to the commencement of the work.
- 6.3. **90/10 will be used for purposes of evaluation only and work will be allocated based on the objective criteria as per Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017**

Applicable Extract of the Preferential Procurement Regulations, 2017

“Award of contracts to tenderers not scoring highest points
11.(1) A contract may be awarded to a tenderer that did not score the highest points only in accordance with section 2(1)(f) of the Act.
(2) If an organ of state intends to apply objective criteria in terms of section 2(1)(f) of the Act, the organ of state must stipulate the objective criteria in the tender documents.”
- 6.4. **WORK ALLOCATION**
 - 6.4.1. When maintenance interventions are required, a panel member will be selected to perform such interventions. In this regard the City of Cape Town will consider the service provider's.
 - 6.4.1.1. The allocation of work in this tender will be surplus work emanating from tender no. 269S/2020/21. Once all capacity has been exhausted on tender no. 269S/2020/21, only then will the excess work be allocated via this tender as clause 6.4.1.2. below.
 - 6.4.1.2. Vendor location closest to the point of need.
 - 6.4.1.3. Specialist expertise in the required work.
 - 6.4.1.4. Capacity to do such work at the time of need.

- 6.4.1.5. Work related to warranty conditions.
- 6.4.2. The amount of work allocated will vary according to operational requirements and at the sole discretion of the City of Cape Town.
- 6.5. **ALTERNATIVE SERVICE PROVIDERS**
 - 6.5.1. The City of Cape Town reserves the right to utilise other processes, alternative service providers or contracts in the event that the scope or volume of work as outlined in this contract cannot be fulfilled by panel members.
 - 6.5.2. If the total cost of the work as well as the included buyout price is not considered to be fair and reasonable by the designated city official and consensus to reduce the total price cannot be reached with the service provider concerned, the City of Cape Town then reserves the right to acquire such goods and services using fleet business processes / other SCM mechanisms.
- 6.6. **WORK PERFORMANCE MONITORING**
All work allocated will be subject to performance management. See section 13 "SERVICE PROVIDER PERFORMANCE MONITORING KPI"
- 6.7. **PLANNED SERVICES**
 - 6.7.1. The routine services must conform to OEM service schedules for the specific make and model of the equipment outlined in this tender.
 - 6.7.2. Typical periodic service schedules required are depicted in Addendum H1
 - 6.7.3. The servicing lead times for various OEM service types (minor, intermediate or major services) will be fixed in consultation with the service providers at commencement of the tender.
- 6.8. **OUTSOURCING / SUB-CONTRACTING**
 - 6.8.1. Service providers may however not sub-contract the PRIMARY scope of work as is outlined in this tender.
 - 6.8.2. The service provider may appoint sub-contractors for specialist work such as line boring and major hydraulic repairs i.e. cylinder repairs requiring hard chroming or repairs to hydraulic pumps, valve bank actuators and similar for which a handling fee of 8% on gross invoiced price may be charged to the City of Cape Town.
 - 6.8.3. The use of outsourced services in no way reduces the liability or obligations of the service providers in terms of this tender.
 - 6.8.4. Service Providers shall underwrite any warrantees of outsourced services used in the execution of the scope of work.
 - 6.8.5. The Service Provider and all sub-contractors utilised during the contract period must make their business premises accessible for site inspections. Access must be given within 5 working days of request to perform routine inspections.
 - 6.8.6. The service provider is to ensure that subcontractors comply with the requirements of this tender particularly as regards the standard and quality of goods and services requested. The service provider will be accountable for any deviations.
 - 6.8.7. If deviations are noted during the tenure of the contract, the City of Cape Town reserves the right to suspend work until remedial action has been taken by the sub-contractor.
- 6.9. **BREAKDOWN AND REACTIVE MAINTENANCE REPAIRS**
The selected panel member will be requested to perform the following maintenance interventions as and when operational needs dictate:

- 6.9.1. **MINOR BREAKDOWNS**
For fleet assets requiring diagnostic testing, fault finding and repair work and which can be done at the specific operational site where the vehicle hydraulics system has broken down.
- 6.9.2. **MAJOR BREAKDOWNS**
Fleet items will be recovered to depots/workshops (City of Cape Town's workshop or the service providers workshop where diagnostic testing, fault finding and repair work may be required)) as instructed by designated City of Cape Town officials on standby.
- 6.9.3. **MAJOR REPAIRS**
- 6.9.3.1. The City of Cape Town's technical team shall be approached for approval of any proposals made by the service provider for alterations, modifications and major repairs.
- 6.9.3.2. Any major structural repairs to the fleet assets affecting the integrity of the load path structures must be signed off by a certified engineer. All documentary proof of such proposed repairs are to be sent to the designated City of Cape Town official.
- 6.9.3.3. Any non OEM spare parts used in the load path structure maintenance must be supported by a certified engineer's report utilizing industry standard safety factors prior to the commencement of the repair for approval by the designated City of Cape Town official.
- 6.9.3.4. Local manufacture of OEM components must utilize: -
1. OEM technical specifications
 2. The manufacture of the replacement part needs to provide proof of conformance to the OEM technical specifications.
- 6.10. **INSPECTION – PRE / FINAL:**
- 6.10.1. The trucks are required to be inspected and findings documented by the service provider on a pre-work inspection sheet upon receipt of the truck. A final inspection is to be done after maintenance interventions have been performed. Failure to comply will result in service providers being held liable for any damages or losses incurred.
- 6.10.2. Service providers are to note any truck defects becoming evident in the final inspection which could impact on the roadworthiness of the truck and to bring that to the attention of the City of Cape Towns designated official.
- 6.11. **DOCUMENTATION TO BE SUBMITTED WITH INVOICE:**
Documentation related to maintenance interventions carried out i.e. pre and post inspection sheets and job cards must be submitted to the various fleet departments with invoice. This shall form part of the vehicle history which shall be stored by the service provider for a minimum of 5 years.
- 6.12. **COMPANY BRANDING**
No company branding is permitted to be placed on City of Cape Town vehicles after any maintenance interventions.
- 6.13. **SERVICE PROVIDERS RESOURCES**
It is the tenderers responsibility to adjust his / her resources to meet the operational requirements of the City of Cape Town.
- 6.14. **WARRANTY ON REPAIRS AND MAINTENANCE**
- 6.14.1. The City of Cape Town will only accept a minimum of 12 months' warranty on workmanship, corrosion protection and parts from the day the vehicle was collected or delivered. Fair wear and tear, misuse and accidental damage is excluded when proven to be so. Warranty claims will be allocated to the service provider who performed the initial work.
- The existing companies' warranty terms and conditions are not applicable to this tender unless they are more favourable than the stipulated warranties listed above

- 6.14.2. As regards to a breakdown due to the failure of goods and or services supplied by a service provider under warranty, the salvaging cost will be charged to the service provider if it is proved that the failure of such goods or services supplied was the root cause of the breakdown.

7.

THE SERVICE PROVIDER'S OBLIGATIONS IN CONTRACT

Successful panel members should adhere to the following items in contract

7.1. SUPPLY CHAIN MANAGEMENT COMPLIANCE

The service provider must ensure that he / she continuously meets all SCM requirements during the tenure of the contract. It must be noted that no purchase orders for work can be placed with a service provider who fails to comply with this requirement.

7.2. CHANGE IN SERVICE PROVIDERS CAPABILITY IN CONTRACT

- 7.2.1. During the tenure of the contract, changes in the capability of the service provider to work on different makes and models than those submitted in this tender must be communicated to the City of Cape Town using amended T2 - A pages.

- 7.2.2. The City of Cape Town reserves the right to validate such offerings by means of an assessment as a prerequisite to acceptance onto the service provider's initial service offering.

7.3. INSURANCE RISK COMPLIANCE

- 7.3.1. The service provider is to take note of the requirements of clause 11 (a) - (h) of the General Conditions of Contract regarding Insurance.
- 7.3.2. The service providers with assistance of his / her broker is to clearly cross reference the requirements of Clause 11 (a) - (h) of the General Conditions of Contract against the clauses of the "all risks" policies held by the service provider to enable proper evaluation of compliance in this regard.

8.

SERVICE PROVIDERS DEVELOPMENT IN CONTRACT

8.1. CONTINUOUS IMPROVEMENT

- 8.1.1. It is an expectation of this tender that Service Providers participating in the panel tenders be actively involved in pursuing the statutory and legal compliance of his / her enterprise, the upliftment / development of their staff, equipment and facilities as well as the quality levels of supplied services to the City of Cape Town. See ADDENDUM D - SUPPLIER DEVELOPMENT SCHEDULE (SAMPLE)
- 8.1.2. The City of Cape Town reserves the right to conduct ad-hoc assessments during the tenure of the contract to monitor such progress. If any negligence to statutory conformance, gross misconduct as per the OHAS Act, Environmental Act and Building regulatory Act and poor performance as per the guidelines set out in this specification as well as the ADDENDUM D - SUPPLIER DEVELOPMENT SCHEDULE (SAMPLE), Work will not be allocated until remedial actions have been instituted based on the severity of the findings and proof has been submitted and accepted by the City of Cape town designated representatives.

8.2. STAFF DEVELOPMENT

This requirement needs to be viewed in the light of the sophistication of the City of Cape Town fleet installed equipment as well as ensuring accountability for the scope of repairs performed. Staff so skilled will ensure that the appropriate skills and competencies gained, as required by the OEM, are being utilised to perform the services requested. This will minimise the risk of damage to equipment and possible liability claims against the City of Cape Town that may arise as a result of inadequate skills and competencies of the service provider's staff performing the scope of the work.

8.2.1. TECHNICAL SKILLS MATRIX (TSM)

- 8.2.1.1. It is expected that the service provider where there is none, compiles a Technical Skills Matrix which is a needs analysis covering the relevant competency areas required by the OEM and indicate areas of compliance per employee.
- 8.2.1.2. The training needs identified in the TSM need to be transferred to the service providers annual Technical / Product Training Planner (PTP) for the scheduling of the necessary training courses.
- 8.2.1.3. The TSM plus the training schedule may be monitored during the tenure of the contract if/when adhoc inspections occur. Service Providers are expected to ensure that all staff meet the skills needed for the work allocated to them.
- 8.2.1.4. A basic guide to compiling a Technical Skills Matrix can be found in Addendum R. Any items / areas omitted deemed essential to conform to the OHSAS and /or the requirements of the OEM design engineer's maintenance standards needs to be added.
- 8.2.1.5. The Technical Skills Matrix as well as the training schedule needs to be formally authorised by the Service Providers designated authority representing the company.
- 8.2.1.6. **Technical Short Courses**
It is required that the employees identified as requiring training in the TSM be sent for training / upskilling in relevant areas i.e. hydraulics, structural repairs, diagnostics for the purposes of formal certification of their skills and to meet the scope of work offered for this tender.
- 8.2.1.7. **Training Institutions**
For the service provider's convenience, a list of training institutions offering short courses in hydraulic repairs and maintenance is listed in Addendum A clause 8 as well links for business improvement assistance in Addendum Q. Such skilled workers could eventually enrol into in an ARPL (Artisan of Prior Learning) programme once the qualifying criteria has been met. This will be entered into the ADDENDUM D - SUPPLIER DEVELOPMENT SCHEDULE
- 8.2.1.8. The TSM is not to be construed with the Workplace Skills Plan required by the Skills Development Act although elements of the Technical Training Schedule (TTS) can be incorporated into the service providers formal Workplace Skills Plan.

9. **SERVICE PROVIDER PERFORMANCE MONITORING KPI IN CONTRACT**

The Service Provider may be measured through the means of Key Performance Areas (KPA). See Addendum C. Overall results will be categorised in the following areas.
(Weighted result based on the Impact on Service Delivery)

GREEN	EXPECTATION MET	AMBER	INTERVENTION REQUIRED	RED	POOR PERFORMANCE
-------	--------------------	-------	--------------------------	-----	---------------------

- 9.1. Each KPA will consist of Key Performance Indicators (KPI) that are combined with thresholds and targets.
- 9.2. Periodic meetings if required may be held with the respective user departments to discuss previous month's concerns and results from the KPA tracking.
- 9.3. The KPAs and KPIs may be amended as and when it is deemed necessary, with the involvement of the Service Provider.
- 9.4. Standard servicing times negotiated with the Service Provider must be adhered to. See Addendums T2 – C as an example. Additional work must be approved by the City of Cape Town for amended purchase order purposes and agreed upon adjustment of working lead time.
- 9.5. Repairs authorised must be completed within the agreed upon lead times.

- 9.6. Continued poor performance where the Service Provider stays within the Amber and or Red zones of the KPA document for 2 consecutive months, the City of Cape Town reserves the right to suspend all work allocations until corrective actions have been implemented.
- 9.7. Continued sub-standard work performance will also lead to the suspension of work and may result in the initiation of a default procedure as per clause 23 of the General Conditions of Contract. However, the service provider may be given a chance to rectify any sub-standard work within a stipulated time frame. During this period, the City of Cape Town reserves the right to utilise other service providers in order to mitigate any adverse operational impact.

10. **SERVICE PROVIDER ASSESSMENT IN CONTRACT**

10.1. **TECHNICAL**

- 10.1.1. The service provider will be independently assessed after the commencement of contract amongst other aspects, for the suitability of the workshop, the existence and use of all appropriate workshop tools and equipment, technical staff tools, applicable technical specifications and standards needed to perform the scope of work applicable to the make and model of the equipment selected in T1 – A as specified in the tender.
- 10.1.2. The independent assessor will report to the City of Cape Town on the minor and major findings identifying areas of improvements in this regard.

10.2. **HEALTH AND SAFETY**

- 10.2.1. The assessment will gauge the level of compliance to the requirements of the Occupational Health and Safety Act and that the workshop risks to health and safety are documented and the steps taken by the service provider to mitigate such risks.
- 10.2.2. Where applicable, the basic elements of the Health and Safety aspects of the Occupational Health and Safety Act will be entered into the service providers ADDENDUM D - SUPPLIER DEVELOPMENT SCHEDULE
- 10.2.3. The independent assessor will report to the City of Cape Town on the minor and major findings identifying areas of improvements in this regard.

10.3. **ENVIRONMENTAL IMPACT**

- 10.3.1. The service provider will be assessed as to his / her commitment to reducing the impact of his / her business activities on the environment and whether any serious non-conformances are evident.
- 10.3.2. The independent assessor will report to the City of Cape Town on the minor and major findings identifying areas of improvements in this regard.

ADDITIONAL INFORMATION**APPLICABLE TO T1 AND T2 AS SPECIFIED**

ADDENDUM	HEADING
A	GENERAL HYDRAULIC REPAIRS
B	GENERAL ENGINEERING SPECIFICATIONS
C	IN CONTRACT - KEY PERFORMANCE INDICATORS
D	SUPPLIER DEVELOPMENT SCHEDULE (SAMPLE)
E	HEALTH AND SAFETY COMPLIANCE CHECKLIST
F	SAMPLE INVOICE
G	FIELD SERVICE VEHICLES
H	WASTE COMPACTORS SERVICE SCHEDULES
H1	GENERAL TRUCK HYDRAULICS INSPECTION / SERVICING
I	ZONING CONTACT DETAILS
J	RISK ASSESSMENT AND ACTION PLAN SAMPLE
K	REGISTRATION AS WASTE GENERATOR
L	APPLICATION TO DISCHARGE EFFLUENT
M	QUALITY MANAGEMENT GUIDE
N	QUALITY MANAGEMENT POLICY SAMPLE
O	SAMPLE HEALTH AND SAFETY POLICY
P	ENVIRONMENTAL POLICY STATEMENT
Q	BUSINESS IMPROVEMENT LINKS
R	TECHNICAL SKILLS MATRIX
S	GEOGRAPHICAL BOUNDARY OF THE CITY OF CAPE TOWN

1. SERVICING, REPAIR OF HYDRAULIC SYSTEMS

- 1.1. All work required by this tender is to be undertaken by the service provider with the exception of specialist work such as line boring and major hydraulic repairs i.e. cylinder repairs requiring hard chroming or hydraulic pumps, valve bank actuators and similar which may be outsourced.
- 1.2. All hydraulic repair / assembly activities are to take place taking cleanliness into account. No assembly of hydraulic components may take place in a general engineering section which experiences contamination from activities such as grinding, welding, and air blowing of dirty components.

2. HYDRAULIC MAINTENANCE:

- 2.1. The service provider appointed to the panel is to be proficient in the servicing and repair of installed hydraulic equipment comprising heavy duty positive and non-positive displacement pump(s), hydraulic rams, rods, full flow filters, reservoirs, pressure relief valves, lockouts mechanical and electronic, restrictors, hoses, control valves and associated electronic control equipment to ensure that such equipment when repaired / serviced is returned to the City of Cape Town in a "fit for use" state.

3. REPAIR OF HYDRAULIC CYLINDERS

In all cases where it is found after diligent inspection that a hydraulic cylinder will require extensive repair due to either external or internal leakage, the City of Cape Town must be contacted with the estimated costs of the repair to return the cylinder to OEM standards as well as a comparison to the price of a new cylinder.

In the case of the City of Cape Town authorizing such work, the following general work practice will need to be taken into account.

3.1. DISASSEMBLY

Hydraulic cylinders, valve banks etc. are to be carefully disassembled using the appropriate trade specific, OEM recommended tools and within a clean separate environment away from any general engineering activities. Where there are manuals available the procedure is to be followed. Where none are available standard hydraulic industry codes of practice shall prevail.

3.2. SEALS

The seals and seats must be inspected. Under no instances must the seals be replaced without comprehensive inspection.

- 3.2.1. All seals used in the repair of the hydraulic cylinder must be an OEM approved seal kit fit for use.

3.3. RODS

The rod is to be cleaned using an industrial cleaner and then the surface checked for cracks using dye penetrant at all points where its cross-section changes. In addition, the chrome surface of the rod is to be inspected. Rod straightness or run out should be checked with dial gauges.

- 3.3.1. The rod would need to be re chromed if the chroming is severely scored and pitted.
- 3.3.2. The rod would need to be ground to remove the OEM chrome layer and the rod hard chromed by a local company. The hardness of the hard chromed surface shall be in the range 68 - 72.5 Rockwell C.
- 3.3.3. The chromed surface to be ground to ensure industry standard piston to barrel tolerances to ISO 286-1, 2 2010. The OEM recommended fits and tolerances shall always be applied.

3.4. **BARREL RECONDITIONING**

Barrels are to be inspected for internal pitting or scoring. Pitted or scored barrels must be honed to remove damage or be replaced. The OEM procedures shall always be adhered to.

3.5. **PISTON**

Minor scoring found on the outside diameter of the piston is not considered detrimental to the function of the cylinder, as long as the minimum diameter of the piston is not less than the nominal bore diameter recommended tolerances. Piston diameters measuring outside this tolerance must be considered for replacement with a new piston machined from a similar material.

3.6. **ASSEMBLY OF HYDRAULIC CYLINDERS IN THE WORKSHOP**

All hydraulic assembly activities are to take place taking cleanliness into account. No assembly of hydraulic components may take place in a general engineering section which experiences contamination from activities such as grinding, welding, and air blowing of dirty components.

- 3.6.1. Prior to assembly, all parts are to be cleaned in a petroleum-based solvent and blow-dried using compressed air. All component parts to be coated with clean hydraulic fluid during assembly. Prior to installing seals, ensure that the seal grooves are clean and free from nicks and burrs. No screwdriver or other sharp object is to be used when installing seals, as this can result in damage to the seal. After the cylinder has been assembled, all the service ports are to be plugged to prevent ingress of moisture or dirt.

3.7. **HYDRAULIC CYLINDER RECONDITION REPORT**

- 3.7.1. The repair has to be done considering SANS 286-1:1988 for allowable fits and tolerances piston to bore clearances and ISO 5597:2018 for the preferred range of nominal dimensions and associated tolerances for hydraulic cylinder rod and piston seal housings
- 3.7.2. Prior to reassembly of all hydraulic cylinder components, all clearances are to be accurately measured and inserted in a cylinder condition report which will be handed to the City of Cape Town along with the quotation.
The condition report is to reflect: -
- 3.7.2.1. The OEM part numbers of all components if available.
All non OEM spares utilized forming an integral part of the lifting machine. Proof needs to be provided that such spares meet or exceed OEM specifications. If proof cannot be provided, a duly certified South African engineer must confirm the suitability for the application.
- 3.7.2.2. The dimensions of the hydraulic cylinder mating components prior to repair i.e. all actual sizes to be logged. Piston to bore, seal housing clearances
- 3.7.2.3. State of the piston i.e. corrosion, pitting, surface roughness, plating condition, straightness
- 3.7.2.4. Overall condition of the cylinder, seals and seal housings, bore, damage, dents, paintwork along with recommendations.
- 3.7.2.5. On completion of the repair the finished sizes of all mating components must be logged.

3.7.3 SAMPLE CONDITION REPORT

Overhaul of hydraulic cylinder FASSI 60TM

CUSTOMER : City of Cape Town
Technician: A. N. Other
Part No : Fassi E20345

Job No: CoCT 1234
Date of Inspection: 20th Jan 2010
Stock position : In stock if required

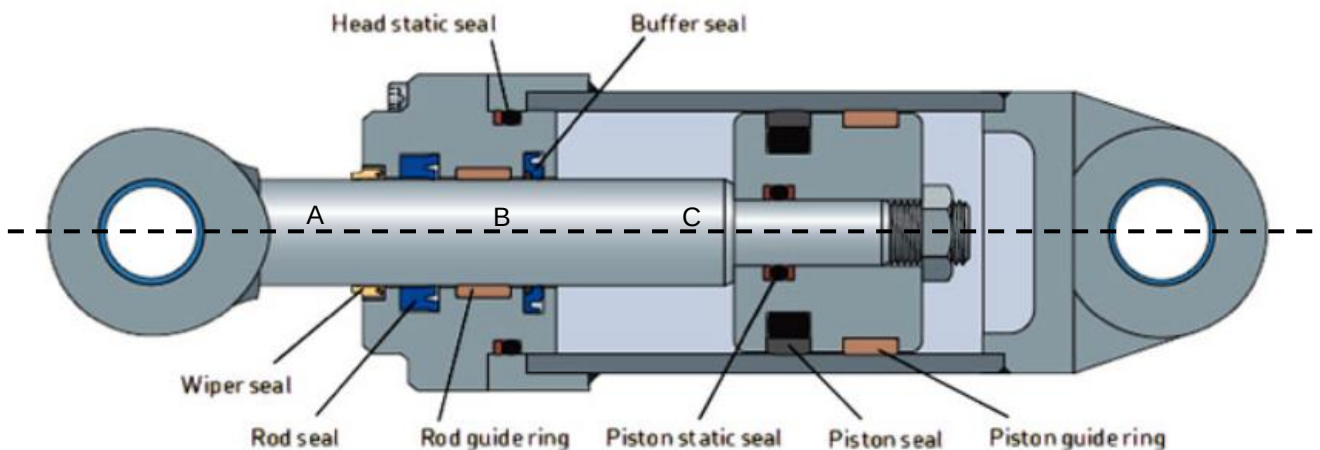
Customer Fault Condition:
Oil bypass - boom dropping under load.

Overall Condition:
External damage noted. Impact damage noted on side. Slight corrosion on barrel. Minor pitting on rod. Piston bellows damaged. Steel hydraulic tubes on side of barrel dislodged from brackets. Pictures taken.

Oil Sample Taken:
Yes. Reservoir oil sample taken. Sent to Wearcheck Sample bottle 211

Cylinder Disassembly:
Cylinder placed on level jigs in hydraulic repair bay and stripping done according to standard procedure S101. Oil residue noted. Pictures taken. Shown in attachment. Piston seals damaged. Rod seals seem to be intact and in order. Barrel is in good order.

Equipment Used:
Standard company tool set. No special tooling required.



CYLINDER DATA :	Actual		
Head Ø : mm (Nom 85)	85.050	85.049	85.049
Rod Ø : mm (Nom 85)	A: 84.780	B: 84.779	C: 84.780
Bore Ø : mm (Nom 110)	110.050	110.049	110.049
Piston Ø : mm (Nom 110)	109.780	109.779	109.780
Rod roughness µm ISO 4287:1997 Standard R _a 0,05 to 0,2 µm	0.13 Within spec	0.15 Within spec	0.18 Within spec

RECOMMENDATIONS

All dimensions are with standard tolerances. Minor rod pitting to be buffed out. Eye bores are symmetrical and in good order. No distortion noted.
All seals to be replaced. Rod bellows to be replaced. Steel hydraulic pipes removed and replaced.
Assembly, repaint with client spec coating and pressure test. Test certificate drawn up. Estimated hours required to be booked. 4hrs

3.8. **HYDRAULIC HOSE**

The following are typical standards to be followed in hose manufacture and assembly. However, the relevant standards applicable for the make / model and functionality needs to be taken into account to minimise premature failures.

ISO 11237	2-layer wire braid hoses
ISO 17165-1,2	Hydraulic Fluid Power – Hose Assemblies
ISO 4413	Hydraulic fluid power – General rules and safety requirements for
SAE J1273	Recommended Practices for Hydraulic Hose Assemblies

- 3.8.1. All hydraulic hose used in maintenance interventions on the City of Cape Town's fleet must be OEM approved or where no OEM standards exist, industry standard approved rated hose and connectors may be fitted suitable for sustaining three times the system operating in the installed hydraulic equipment. Rust resistant couplings are preferred.
- 3.8.2. Hoses used shall be to Intratraco SAE 100 R2 AT or equivalent specification or better.
- 3.8.3. Hydraulic hose and couplings procured for maintenance of the City of Cape Town's Fleet Assets must be acquired from ISO 9001:2008 or equivalent quality standard compliant companies.

4. **HYDRAULIC OILS AND GREASE**

The hydraulic oils, lubricating oils and greases used in maintenance interventions must preferably be procured from local SANS 9001 accredited South African suppliers / blenders and conform to the following specifications or better. In all cases the OEM specification pertaining to lubrication of particular items of plant shall take preference unless the grade specified by the OEM is not suitable to the climatic conditions wherein the fleet asset operates.

- 4.1. Care is to be taken with the compatibility of oils and grease types and in this context it is preferred that there be uniformity of product used amongst the panel members and that such uniformity be maintained during the tenure of the tender.

4.2. **GREASE.**

The grease procured for use on this tender shall be formulated from high quality mineral base oils, blended from virgin base stock and containing suitable additives and thickener.

- 4.2.1. To ensure reasonable compatibility with the existing greases in use. A Lithium complex or mixed Lithium/ Calcium Hydroxystearate base soap shall be selected. Grease compatibility will be in accordance with SANS 1851 (Latest).
- 4.2.2. In cases where hydraulic equip[ment operates close to the coast, an aluminium complex base soap hydraulic oil must be used.
- 4.2.3. In terms of approved lubricants, the following typical grease specification or similar may be used on Fleet Assets and will have the ISO designation; ISO-L-XBCIB 2, in accordance with the standard ISO 6743-9.

Table 1 ISO-L-XBCHB 2

4.2.4. PROPERTIES	REQUIRED STANDARD
Base Oil Viscosity at 40°C (mm ² /s)	≥ 400
Base Oil Type	Mineral
Soap/Thickener type	Lithium / Lithium complex / Aluminium-K
NLGI Consistency	2
Drop point (°C)	250
Density at 15°C	0.91-0.95
Flash point (°C)	>250

- 4.2.5. **GREASE EQUIVALENTS:** (Or similar)
Total Multis EP 1,
Nils Nilex EP1
Gadus V220 AC2

4.3. **HYDRAULIC OIL**

The following typical hydraulic oil specification or better may be used on Fleet Assets. The hydraulic oil will have the classification ISO-L-HV in accordance with ISO 6743-4 i.e. lubricants with a high VI and wear reducing additives. The resulting classification will meet the requirements of SANS 11158 (Latest). Viscosity grade requirements shall comply with SANS 1218 (Latest).

Table 2 ISO-L-HV

PROPERTIES	REQUIRED STANDARD
Viscosity grade	46
Viscosity at 40 °C (mm ² /s)	46
Viscosity at 100 °C (mm ² /s)	7
Viscosity index VI	≥100
Density at 15 °C	0.865 - 0.870
Flash point (°C)	202 - 215
Pour point (°C)	-30

4.3.1. **HYDRAULIC OIL EQUIVALENTS: (Or similar)**

Caltex Rando HZ 46
Engen TQH Series 20 (46)
Indy Hydrol HV High VI 46
Pro Oil hydraulic HVI fluid range 46
Sasol Hyd Fluid Anti Wear grades. 46
Shell Tellus S3M 46

5. **HYDRAULIC OIL CLEANLINESS**

- 5.1. A working hydraulic oil cleanliness level to around ISO 4406 18/16/13 or better is required for use in the City of Cape Town's hydraulic equipment.
- 5.2. It is incumbent upon the panel member to be aware of the cleanliness level of his / her hydraulic oil stock holding as experience that shown that "new" oil stored in drums is generally worse than the ISO 4406 18/16/13 stated above and in some instances an unacceptable amount of water was found in the "new" oil samples examined.
- 5.3. The required cleanliness level as indicated in 14.1 is to be ensured by "new" oil filtration through 10µ high efficiency filters before replenishing Fleet Asset hydraulic reservoirs. Under no circumstances must "new" oil from drums be pumped directly into fleet hydraulic reservoirs.
- 5.4. Ad hoc maintenance including break downs of fleet assets which require replacement of the oil due to contamination amongst other reasons must follow the procedure in 14.3
- 5.5. Fleet proactive work processes will include a 3 / 6-month oil inspection by the City of Cape Town staff. Samples of oil taken at these inspections will be sent to the companies selected by the panel members for oil analysis. The consequent oil analysis reports will determine whether panel members will be requested to replace the oil in the fleet asset concerned at the major services.
- 5.6. The oil condition report must reflect the cleanliness level as well as the additive pack and any metal particulates, moisture level in the oil.

5.7. SAMPLE OIL CONDITION REPORT: -

OILWATCH PO Box 527, Howard Place, 7405 E-mail: support@oilwatch.co.za Fax: 021 531 3163, Tel: 021 531 7166		CITY OF CAPE TOWN ELECTRICITY DEPT TOM PARKIN FN 367X SAMPLE POINT		TOM PARKIN Phone: 021 5144663		Status 0 Normal Sample # 110619														
Analysis Report																				
Sample Number	Register Date	Sample Date	SMR	Oil Read	Filter Read	Oil Chng	Filt Chng	Oil Topup	Oil Supplier	Oil Grade										
110619	2010-02-17	2010-02-17				N	N	N												
PQ / Spectrometer																				
Sample Number	PQ	Fe	Al	Cr	Pb	Cu	Sn	Ni	Ag	Si	B	Na	Mg	Ca	P	Zn	Mo	Ba	Ti	V
110619	6	5	0	0	0	0	0	0	0	1	0	0	0	0	295	187	0	0	0	0
PQ-Particle Quantifier (total metal count) Fe-iron Cr-Chromium Pb-Lead Cu-Copper Sn-Tin Al-Aluminium Ni-Nickel Ag-Silver Si-Silicon B-Boron Na-Sodium Mg-Magnesium Ca-Calcium P-Phosphorus Zn-Zinc Mo-Molybdenum Ba-Barium Ti-Titanium V-Vanadium (All values in parts per million)																				
Viscosity / FTIR / Acid Number																				
Sample Number	V40	Oxi	%H2O																	
110619	62.1	4	ND																	
V40-Viscosity@40°C (cSt) Oxi-Oxidation (index no.) ND-not detected																				
Particle count cleanliness																				
Sample Number	Iso4	Iso6	Iso14	>4um	>5um	>6um	>14um	>15um	>25 um	>50 um	>75 um									
110619	15	13	11	180	109	68	10	8	1	0	0									
ISO4406 (table) Classification of number of particles >4µ, >5µ, >6µ, >14µ in sample																				
Comments and Action																				
Comments: Oil condition is acceptable. No oil contamination is evident. Wear appears normal.																				
Action: Resample at regular intervals to monitor the oil condition and wear trend. No action required.																				

5.8. OIL PROPERTIES GENERAL LIMITS

Regular oil analysis will be carried out on the City of Cape Town's fleet covered by this tender. The following table depicts the oil cleanliness criteria which will be adhered to. The City reserves the right to alter these figures in the light of any pertinent new research.

Table 3

5.8.1.	CONDITION CATEGORY	RECOMMENDED TARGETS
	Fluid cleanliness level	Level ≤ ISO 4406 18/16/13
	Wear debris limits	(Al)10 ppm, (Cr)5 ppm, (Cu)15 ppm, (Fe)26 ppm, (Si)15 ppm
	Viscosity	± 10 % of new fluid
	Water content	< 100 ppm
	Total Acid Number (TAN)	+ 25% of new fluid
	Additive level	- 10% of new fluid

6. OIL RECYCLING

Panel members who are generators of used oil are required by law under the Waste Act to ensure that their waste is responsibly managed. It has therefore become a legal obligation to ensure it is responsibly collected and taken away to a registered facility for processing and recycling i.e. such as the Rose Foundation or any other similar company.

- 6.1. In this context, the filtration plant installed at certain City of Cape Town sites will be used to clean, polish and recycle the hydraulic oil in the Fleet Assets considered in this tender. This will obviate the practice of discarding hydraulic oil at annual services as a matter of routine and replacing with new oil.
- 6.2. City of Cape Town fleet with installed hydraulic equipment will therefore be routinely scheduled for the removal of the old contaminated hydraulic oil in their reservoirs and replacement with recycled filtered oil to maintain a high level of oil cleanliness.
- 6.3. In this context it would be preferred if the type of hydraulic oil be standardised amongst the panel members to prevent the mixing different additive packs and anti-wear additives as mixing different hydraulic oils could compromise the additive performance of both constituents, cause corrosion of component surfaces and lead to increased mechanical wear.

7. **ELECTRO / HYDRAULIC CONTROL BOXES**
- 7.1. The electro - hydraulic control boxes may be serviced or repaired only by competent staff especially trained in electro-hydraulic systems and who are able to do fault finding by reading and tracing the circuits depicted on the relevant OEM drawings.
- 7.2. The staff mentioned above is to be familiar with all the safety electro / mechanical interlocks and alarms and is able to adjust them to OEM settings. All interlocks must be functionally tested during the annual performance test.
8. **HYDRAULIC TRAINING COURSES**
- 8.1. In the interests of maintaining a high standard of workmanship, service providers are encouraged to send their technical staff who are involved in hydraulic maintenance to established MERSETA recognized institutions for upskilling. The following is not intended to be a complete list and panel members may source convenient training institutions of their own choosing.
- 8.2. **HOSE MAKING COMPETENCY MODULES.**
Pirtek Southern Africa (Pty) Ltd is a Registered Training Organisation (RTO), registered by Manufacturing Engineering and Related Services Sector Education and Training Authorities (MERSETA) to provide nationally recognized qualifications.
- 8.3. **BASIC HYDRAULIC TRAINING TECHNOLOGY COURSE.**
- a) Hytec SA offers a MERSETA approved on site three-day basic practical hydraulics course for hydraulic fitters as well as an online eLearning course in basic hydraulics technology.
- b) Hytec also offer training in the SAQA unit standard 244715 (Repair a hydraulic cylinder) at NQF Level 03 level.
- 8.4. **HYDRAULIC FITTER TRAINING:**
Hytec is fully accredited to provide theoretical and practical training for the National Certificate Mechanical Engineering: Fitting (Fluid Power) and the National Certificate Mechanical Engineering: Fitting (Manufacturing, Engineering and Related Industries), both at NQF Level II.
- 8.5. **BASIC HYDRAULICS**
Optima in Paarden Eiland Cape Town offer basic and advanced hydraulics training at their premises or on site.

1. **GENERAL**

The service provider is to be proficient in general engineering i.e. the repair of all supporting steel structures such as those used in Fleet Assets and complying with general acceptable South African industry standards in the execution of such work. Coupled to this is the corrosion protection of all steel used in maintenance interventions.
2. **STANDARD OF WORKMANSHIP**
 - 2.1. The service provider shall apply best engineering practices and shall adhere the relevant SANS codes of practice in ensuring the highest quality standard of workmanship.
 - 2.2. Workmanship which is not to the satisfaction of the City of Cape Town's technical representative shall be rectified at the cost of the Contractor.
3. **MATERIALS**
 - 3.1. The equipment, materials and apparatus used in the execution of the aforementioned maintenance interventions shall be new and of best commercial quality with a high reliability and shall be selected for ease of maintenance and conform to the DTI requirements for local content.
 - 3.2. All material and equipment used in any maintenance intervention for the City of Cape Town shall comply in respect of quality, manufacture, tests and performance with the aforementioned standards or alternatively also to the current specification of at least one of the following standards.

ISO (International Standards Organisation)
BS (British Standards)
DIN (Deutsche Industrie Normen)
 - 3.3. All material and components used in the servicing / repair of the assets specified in this tender document, shall be suitable for operating conditions as found within the boundaries of the City of Cape Town.
 - 3.4. Individual components such as valves, control levers, batteries, terminal blocks, and electrical control equipment when used in the maintenance interventions shall be of the same make, type or series for each item. Standardisation and mutual interchangeability of components is essential.
 - 3.5. Any equipment / components fitted or material supplied during a maintenance intervention should be readily available in South Africa.
 - 3.6. The City of Cape Town is to be notified of any technical problems arising during the course of servicing and repair intervention so that a designated Technical Representative may inspect the vehicle and authorise any corrective action.
 - 3.7. Any costs incurred in correcting deficiencies arising from the service provider's actions or omissions shall be for the service provider's account.
4. **QUALITY CONTROL INSPECTIONS**

The City of Cape Town may at its discretion, conduct quality control inspections during the servicing / repair interventions.

5. STRUCTURAL STEELWORK

5.1. All structural members used in the repair of fleet assets shall be capable of sustaining in a structurally stable manner, the total load and forces acting on such structural members.

5.2. Each part of the repair requiring structural steelwork shall be according to appropriate SANS specifications covering structural steelwork such as: -

SANS 1700-7-7:2003 / ISO 7411:1984

SANS 1700-7-8:2003 / ISO 7412:1984

SANS 1700-14-8:2003 / ISO 4775:1984

SANS 1700-16-9:2004 / ISO 7416:1984

6. OXY ACETYLENE CUTTING

6.1. The tenderer is to ensure that all oxy acetylene cutting procedures are done to minimise risk of injury to nearby staff as well minimising damage / fire damage to other components of the Fleet Assets.

6.2. Staff are to be trained in hot work procedures i.e. oxy acetylene cutting procedures as well as taking steps to prevent fires arising from such hot work.

6.3. Oxy acetylene packs are to be stored in a safe area

7. WELDING

7.1. All welding needed to be done in a maintenance intervention, must be carried out by a qualified artisan and shall confirm to the following standards.

SANS 455:2004: Manual electrode welding of mild steel.

SANS 10044-2:2004: Code of practice for welding.

SANS 10167:2004: Quality evaluation of fusion welding joints.

7.2. The surfaces to be welded shall be cleaned and free from rust, scale or other foreign materials. Full attention is to be given to correct edge preparation suitable for welding applications used. Welds shall be full strength without flaws, grooves or pits. Crater effects shall be avoided.

7.3. All welds shall have adequate root fusion and shall be free from cracks, porosity or other irregularities and any under cutting shall be made good by the contractor.

7.4. Weld fillet sizes must be appropriate to the size of the structural steel welded and be done without requiring excessive amounts of grinding or dressing.

7.5. Intermittent welding joints and butt welding joints with insufficient penetration shall not be used.

7.6. All welding joints shall be thoroughly cleaned after welding. The corrosion protection of steel on Fleet Assets is to be as per SANS 12944.

8. **CORROSION PROTECTION:**
Major repairs requiring complete resprays requires appropriate preparation, propriety primers and finishing coats such as the following systems or similar.
- 8.1.
- | | | |
|---------------|------------------|----------------|
| Primers: | Carboguard 193 | Stoncor |
| | Sigmacover 2565 | Sigma Coatings |
| Intermediate: | Carboguard 193 | Stoncor |
| | Sigmacover 435S | Sigma Coatings |
| Finish | Carboguard 890 | Stonecor |
| | Sigma Cover 630 | Sigma Coatings |
| Epoxy Mastic | Carbomastic 15 | Stoncor |
| | Sigmacover 630AL | Sigma Coatings |

(13) ADDENDUM C IN CONTRACT - KEY PERFORMANCE INDICATORS

Target percentages may be adjusted as and when deemed necessary.

	KPI	KPI Description	Target	# NON-CONF	Results	Good	Improvement required	Poor	Impact on Service Delivery	Weighted Ratio
1	Arrive on site within one hour of request	All Call-outs must be attended to immediately. The Service Provider must be on site within 1 hour of the request.	<= 3%			<= 3%	>3% & <6%	>= 6%	Very High	10%
2	Communication	Response to a call-out within 3 minutes	<= 2%			<= 2%	>2% & <4%	>= 4%	Very High	20%
3	Quotations Call-outs and Field Service Work	Call-outs and Field Service work quotations must be delivered to the applicable department within one day (24hours) of a Call-out and by 10:00am the next working day following a weekend or public holiday. Quotations must be emailed to the applicable department.	<= 3%			<= 3%	>3% & <6%	>= 6%	Low	5%
4	Quotations In-house repairs	In house repair quotations must be delivered to the applicable department within 4 hours of request, unless communicated via email the reasons why this is not possible. Quotations must be emailed to the applicable department.	<= 6%			<= 6%	>6% & <12%	>= 12%	High	15%
5	Invoice delivery	Invoices and supporting control documents must be sent within 72 hours of the completed work.	<= 6%			<= 6%	>6% & <10%	>= 10%	Low	5%
6	Invoice Accuracy	Quality of documentation submitted i.e. Duplicate invoices submitted, Incorrect invoices, missing documentation attached to invoices etc.	<= 1%			<= 1%	>1% & <3%	>= 3%	Low	15%
7	Re-work	Vehicles repairs occurring due to poor workmanship or reworking. Failing between interventions	<= 1%			<= 1%	>1% & <3%	>= 3%	Very High	15%
8	Lead Time to Work Completion	Vehicles not being returned at agreed upon lead times.							Very High	15%
		Overall Result (Weighted result based on the Impact on Service Delivery) Green: Expectation met Amber: Intervention required Red: Poor performance	EXPECTATION MET							

Typical KPI's that may be adjusted from the Commencement of Contract
Adjustments will be communicated timeously and measurements.

(13) ADDENDUM D - SUPPLIER DEVELOPMENT SCHEDULE (SAMPLE)

Tenderers are not required to submit this sample developmental Schedule.

An individual developmental schedule will be drawn up after the Service Provider's physical assessment where gaps in the Service Providers business maturity (if any) will be highlighted and reported on.

The following Development Schedule must be seen as a guide for the path to compliance. Depending on the Service Providers level of compliance the Schedule may be reduced or expanded upon to assist the Service Provider to grow in various required developmental areas.

This Schedule and the developmental aspect of this specification does not permit the Service Provider any form of negligent practices that may result in the harm or damage to people or assets during any activity conducted (at the Service Provider Workshop or any other City of Cape Town site where a call-out service is being provided)

The City of Cape Town may conduct ad-hoc inspections for the duration of the tender to monitor progress made. Any form of gross misconduct or negligence detected will result in the suspension of work until appropriate remedial action is instituted based on the severity of the incident. Only once evidence has been submitted to the designated City of Cape Town representatives will work be allocated in terms of the conditions of the Specification.

DEVELOPMENTAL AREAS	AUTHORITY	YEAR 1	YEAR 2	YEAR 3
---------------------	-----------	--------	--------	--------

TECHNICAL STAFF

TSM (Technical Training Matrix), PTP (Product Training Planner)				
Tech staff scheduled for short courses in product knowledge, basic / advanced hydraulics, general engineering repairs and maintenance skills				
Semi-skilled staff in RPL program				
OCCUPATIONAL HEALTH AND SAFETY				
Health and Safety Manual Items (Addendum E)				
WORKSHOP				
Fire Risk Survey Certificate				
Electrical Compliance Certificate				

DEVELOPMENTAL AREAS	ASSESSMENT FINDING	YEAR 1	YEAR 2	YEAR 3
TECHNICAL STAFF				
Semi-skilled staff in RPL program (24 months)				
OCCUPATIONAL HEALTH AND SAFETY				
The City of Cape Town expects development to compliant in this area over the tenure of the contract.				
• Appointment letters OHSAS				
• Safety Reps trained and appointed				
• First aiders trained and appointed				
• Health and Safety Meetings 3 monthly				
• Maintenance of safety records / minutes.				
• H&S Inspections and proper records				
• Appropriate PPE issued to staff				
• Hygiene Surveys done				
• Staff medicals done				
• First Aid Box location				

• Fire risk survey				
• Electrical Certificate of Compliance				
• Compressors inspected and tested				
• Emergency procedures in place				
• Lighting and Ventilation adequate				
• Equipment inspection registers				
FACILITIES				
It is expected that the areas listed below be considered important and planned for by the respective Service Providers.				
• Wash bays with oil traps				
• Appropriate battery bay / charging area				
ENVIRONMENTAL				
The Service Providers are to apply his / her resources effectively to reduce the impact of the waste / effluent generated by the business.				
• Hazardous waste separation				
• Safe storage of hazardous chemicals				
• Material Safety Data Sheets on hand				
• Oil store / cabinet				
• Oil spillage containment / spill kit				
• Air borne pollutants				

DEVELOPMENTAL AREAS The list of equipment listed below is generally accepted in the industry to be found in an established motor mechanics toolbox.	ASSESSMENT FINDING	YEAR 1	YEAR 2	YEAR 3
ARTISAN TOOLS				
ANALYSIS				
• Hydrometer (Battery and Antifreeze)				
FAULT FINDING				
• Stethoscope				
• Lead light				
• Magnetic pickup tool				
PLIERS				
• Various				
MEASURING				
• Vernier Calliper				
• Tape Measure				
• Feeler gauges set				
• S/Steel ruler 300mm				
ALLEN KEYS				
• Set of Allen keys				
SPANNERS AND SOCKETS				
• Socket sets 3/8 inch drive up to 13mm				
• Socket sets 1/2 inch drive up to 24mm				
• Socket sets 3/4 inch drive up to 32mm				
• Combination Spanner set (6 – 32 mm)				
• Shifting spanner				
• Torx socket set				
• Power bar 1/2 inch driver				

SCREWDRIVERS				
• Screwdriver various				
• Torque screwdriver				
METAL WORKING				
• Set of steel files				
• Set of steel chisels				
• Hacksaw & blades				
• Ball Pein hammer				
• Tommy bar				
• Centre punch set				
• Pry bar				
• Stud extractor				
DEVELOPMENTAL AREAS The list of equipment listed below is generally accepted in the industry to be found in an established motor mechanics workshop.	ASSESSMENT FINDING	YEAR 1	YEAR 2	YEAR 3
WORKSHOP TOOLS				
The list of equipment listed below is generally accepted in the industry to be found in an established motor mechanics workshop.				
ARTISAN WORK AREA				
• Workshop Bench & Vice				
• Bench Grinder				
• Drill press 13mm				
• Jumper Cables				
• Battery charger				
• Battery Booster Cables 400 amp				
• Creeper				
• Fender Covers & Seat Covers				
• Drip Trays – Diesel & Graded				
• Oil collection trolley on wheels				
TOOL STORE ITEMS				
• Vehicle OEM workshop manuals (if applicable)				
MEASURING				
• Micrometer				
• Dial Indicator plunger type				
ELECTRICAL				
• Multi-meter				
• Drilling machine hand held				
• Portable grinder 700W				
• Pressure gauges various i.e. oil pressure				
• Tap & Die Set Carbon 3 – 12mm				
• Air brake pressure gauge				
TYRE REPAIR TOOLS				
• Air compressor				
• Air pressure gauges				
• Tyre cage (Trucks)				
IMPACT WRENCHES				
• Sockets ½ inch drive 10 - 24mm				
• Sockets ¾ inch drive 16 – 32mm (Trucks)				

TORQUE WRENCHES				
• 60Nm – 340Nm				
• 300Nm – 700Nm (Trucks)				
Torx head socket set				
WELDING				
• Electric welder and hoods				
• Gas brazing equipment and goggles				
LUBRICATION				
• Grease gun				
DEVELOPMENTAL AREAS Workshop tools continued	ASSESM ENT FINDING	YEAR 1	YEAR 2	YEAR 3
CLUTCH BRAKE VENTING				
• Clutch / brake venting tools				
• Brake fluid extractor and refiller bottle				
HYDRAULIC (if applicable)				
• Hydraulic press				
• Hydraulic bearing press				
• Bearing removal tool / pullers				
PARTS CLEANING				
• Parts washer				
• Waste solvent draining tank				
VEHICLE WASHING				
• High pressure washer				
LIFTING				
• Trolley Jacks				
• Transmission Jacks				
• Trestles				
• Slings and lifting tackle				
• 2 post hydraulic lifts (if applicable)				
• 4 post hydraulic lifts (if applicable)				
DIAGNOSTICS The following is considered to be developmental areas for Service Providers.				
• Four gas analyser				
• OBD fault diagnostic computer				
• Diesel injection tester				
• Compression tester kit universal				
• Cylinder leak detector				
• Radiator pressure tester				
• Brake fluid tester				

The City of Cape Town requires that vendors as employers in their own right be compliant to the requirements of the OHS Act 85 of 1993 and associated regulations. This in the interests of the safety of the City's assets, the service provider's clients including the City's staff who may have cause to be on the service providers premises during maintenance and repair interventions.

While not being prescriptive in this regard, the **Health and Safety Manual** of each prospective panel member will be evaluated by the independent assessors for minimum compliance to such Occupational Health and Safety Act and Regulations.

The **Health and Safety Manual** should contain evidence of progress in the following areas: -

1. Health and Safety Policy.
2. Risk Assessments
3. Health and Safety Audits
4. Illumination surveys
5. Noise Surveys
6. HazChem surveys
7. Air Quality surveys
8. Appointment of Persons as Required by The Act.
9. GMR2 Appointment if Required.
10. Election and Appointment of Safety Representatives.
11. Training of Safety Representatives.
12. First Aider Appointments.
13. Training of First Aiders.
14. Safety Committee Meetings every 3 Months (at least)
15. Incident Register Maintenance.
16. Incident Investigations.
17. Workshop and Equipment Inspections.
18. Compilation of Work Safe Work Instructions.
19. Compliance with Regulation Requirements.
20. Safety Equipment Register and Inspection Schedules
21. Premises and Facilities.
22. Housekeeping
23. Emergency Procedures

(13) ADDENDUM F SAMPLE INVOICE

SERVICE PROVIDER COMPANY NAME Vendor Number _____			Date		Page	1		
			Due by		1 / 10 / 2018			
			Document No		12322			
JOB	CCT 1234 RN		City of Cape Town Accounts Department Private Bag X6 Bellville 7535 Deliver to: Abdullah Van der Fort Job A4652					
Details	Hydraulic repairs and annual test.							
Authorised by	Mr. Randall Nelson							
Booked in	28 / 9 / 2018							
Booked out	1 / 10 / 2018							
Account	Vehicle	Tax Exempt	Purchase order	Sales Code	Expiry	Incl/ Excl		
0006	CA174 327 Fleet 94	N	4500193497	001	16/08/18	Excl		
LABOUR								
Code	Work Description	Labour (hrs)	All-inclusive hourly rate hr	Total Cost	Vat 15%	Total		
RH 1	Replace 3/8" x 0.6m hoses	2	480	960	144	1 104		
RR 1	Remove & replace steel adaptor	1	480	480	72	552		
RH 1	Replace 3/8" x 1m hose	2	480	960	144	1 104		
RG B	Replace 4 glazier bushes and pins	4	480	1920	288	2208		
AS 1	Annual service and test	8	480	3840	576	4 416		
					Sub Total	9 384		
SPARES / PARTS NORMALLY UTILIZED TO SERVICE / REPAIR								
Part no	Description	Unit of issue	Unit Cost	Discount	Qty	Total Cost	Vat 15%	Total
H 3/8	Hydraulic hose reinforced	M	100		0.6	60	9.72	69.72
SD 1	Steel adaptors	Ea	20		2	40	6.48	49.68
GB 1	Glacier bushes	Ea	250		4	1000	162	1 242.00
						Sub Total		1 361.40
BUY OUTS / OUT SOURCED / SUB CONTRACTED SERVICES / SPECIALIST COMPONENTS								
Item	Description	Sub-contracted gross invoiced amount Excl: Vat		Buy Out Mark-up <= 8% (Handling Fee)	Vat 15%	Total		
Gb1	Refurb cylinder ex Hytec	10 000		800	1620	12,420		
ADDITIONAL INSTRUCTIONS:						Labour	9 384.00	
						Parts	1 361.40	
						Buy outs		
						Total	10 745.4	

(13) ADDENDUM G FIELD SERVICE VEHICLES

The service provider is to have at least one registered service vehicle for 24/7 breakdown services.

VEHICLE MAKE / MODEL	AGE	OWNED / LEASED/ CONTRACTED OUT	REG NUMBER

SUMMARY OF SERVICE VAN TOOLS AND EQUIPMENT

The following list comprises items which should be found typically in the service van to implement a range of field repairs. It is not intended to be a complete picking list.

ITEM	TICK	ADDITIONAL COMMENTS
Auxiliary power (Inverter or generator) for tools and lighting.		
Communication equipment, vehicle tracking system.		
Internal van lighting / External flood lighting.		
Extension power cables.		
General hydraulic technical specification manuals / charts.		
Built in tool chests, readily accessible vice.		
Small welding plant		
Bench grinder, power tools.		
Common hydraulic spares cabinets.		
Crimping machine with standard dies, proprietary hose and crimp fittings.		
Oil storage draining equipment.		
Spill proof waste oil containers.		
PPE and safety equipment.		
A hazardous waste bin		
A spill kit		

The following are just typical inspection items and are not to be construed to be a master list. The schedule inspection items specific to the make and model of the compactor as well as normal hydraulic standard items will need to be inspected.

						Condition		
	Inspection Period (Months)	3	6	9	12	Pass	Fail	Repaired
	Time allowed (hrs)	4	4	6	6			
HEIL, MCNEILUS, BRUTUS USIMECA	Wash truck in wash bay	*	*	*	*			
	General inspection	*	*	*	*			
	Replace pressure filter	*	*	*	*			
	Clean behind ejector blade	*	*	*	*			
	Grease all lubrication points	*	*	*	*			
	Inspect automatic lubrication systems	*	*	*	*			
	Hydraulic pressure check	*	*	*	*			
	Replace BSPM breather		*		*			
	Replace suction filter				*			
	Replace bin lifter filter				*			
	Replace hydraulic oil				*			
ORACKI	Check polymer slide shoes on ejector and carrier panels	*	*	*	*			
	Check rubber wipers on ejector panel	*	*	*	*			
	Check automatic tailgate locking	*	*	*	*			

PUMPS / PTO			*		*				
	Leaks gaskets		*		*				
	Leaks seals		*		*				
	Pressure line (pump)		*		*				
	All clamps & straps		*		*				
	Check oil flow rate		*		*				
RESERVOIR			*						
	Check strainer condition				*				
	Site glass		*		*				
	Suction lines (leaks)		*		*				
	Filter (leaks)		*		*				
	Check filter for metal particles				*				
	Change Oil				*				

The following is a typical service sheet for a ROTOPRESS compactor. This is not to be construed as a complete list. Final service sheets will be arrived at under consolidation between the service provider and the City of Cape Town.

ROTOPRESS SERVICE SHEET		
Reg No :	Date :	
Drum No :	Date Manufactured :	
Kilometres :	Inspected by :	
3 MONTH (C-SERVICE)	COMPLETED	COMMENTS
General Inspection:		
1) PTO shaft - secure and lubricate		
2) Check all panels		
3) Check mudguards		
4) Check all electrical switches		
5) Check and secure all mounting bolts		
6) Check if drum operates at - 6 R.P.M. Adjust if needed		
7) Check if engine operates at - 1000 R.P.M (Depending on ratio). Adjust if needed		
8) Check all mounting rubbers		
9) Check reverse time delays(2min)		
Hydraulic System inspection:		
10) Replace Hydraulic strainer filters		
11) Check condition and secure all hydraulic hoses		
12) Check condition of hydraulic pump		
Ring Gear inspection:		
13) Check for cracks		
14) Check Pinion gear condition		
15) Check depth of pinion gear to ring gear		
16) Secure/ set drum and pinion gears (adjust if needed)		
17) Grease ring gear		
18) Check gearbox oil level & top up if needed		
Rear Bearing inspection:		
19) Check for abnormal noise		
20) Check if dust seal is in place and in good condition		
21) Check for cracks through bearing		
22) Torque all bolts at recommended settings (on hand)		
Tailgate inspection:		
23) Check lights		
24) Check steps		
25) Check lifter bushes and bolts, oil leaks		
27) Check tailgate seals		
28) Check tailgate locks for wear		
29) Check cone for wear		
30) Grease locking cylinder bearing, locking hooks, bin lifters		

6 MONTH (D-SERVICE)	COMPLETED	COMMENTS
31) Drain gearbox oil, replace with new		
32) Grease front bearing		
33) Check condition of bearing		
34) Check condition of A-Frame		
35) Check Vehicle cut-off revs		
36) Check Drum operating speed		
37) Check condition of sub-frame		
38) Change Hydraulic return filter		

(13) ADDENDUM H1 GENERAL TRUCK HYDRAULICS INSPECTION / SERVICING

The following are just typical inspection items and are not to be construed to be a master list. The schedule inspection items specific to the make and model of the compactor as well as normal hydraulic standard items will need to be inspected.

GENERAL TRUCK HYDRAULICS			COMMENTS		
INSPECTION ITEMS	INSPECTION PERIOD (MONTHS)	12	PASS	FAIL	REPAIRED
	TIME ALLOWED (HRS)	6			
GENERAL	Wash truck in wash bay	*			
	Check overall condition				
	Check condition of hydraulic hoses	*			
	Replace pressure filter	*			
	Grease all lubrication points	*			
	Hydraulic pressure check	*			
	Replace BSPM breather	*			
	Replace suction / strainer filter	*			
	Replace hydraulic oil	*			
PUMPS / PTO	Check condition of hydraulic pump	*			
	Pressure line (pump)	*			
	Bearings and Gear (noise)	*			
	Leaks gaskets	*			
	Leaks seals	*			
	All pipe clamps & straps	*			
	Check oil flow rate	*			
RESERVOIR	Oil leaks	*			
	Check strainer condition	*			
	Site glass	*			
	Suction lines (leaks)	*			
	Filter (leaks)	*			
	Check filter for metal particles	*			
	Change Oil	*			
HYDRAULIC MOUNTING POINTS	Check all related steelwork and hydraulic mounting brackets for distortion and cracking.	*			
	Check all pins and bushes for wear and excessive play	*			
	Check and torque all mounting bolts to recommended settings.	*			
SLINGS, CHAINS AND CABLE	Check all lifting tackle for signs of wear and replace where necessary.	*			
OPERATIONAL TEST	The fleet asset is to be operated through a full range of movement.	*			

DEVELOPMENT
MANAGEMENT

Head Office

16th Floor, Civic Centre,
12 Hertzog Boulevard,
Cape Town, 8001

PO Box 298, Cape Town 8000

021 400 1111

Website

http://planning.capetown.gov.za

Call Centre

0800 65 64 63

TDA

CAPE TOWN

The City of Cape Town's Transport
and Urban Development Authority

Update: 06/03/2018

HEAD OFFICE

DIRECTOR'S OFFICE

Ceryl Walters

Director: Development Management

021 400 7572

082 567 7669

MANAGER OPERATIONS

Pieter Terblanche

Manager: Land Development
South and East

021 400 6442

084 603 3528

Emil Schnackenberg

Manager: Land Development
North and Central

021 400 9410

083 417 9980

LAND MANAGEMENT

Jaco van der Westhuizen

Manager: Land Management

021 400 3847

084 603 1796

Pieter Koekemoer

Head: Building Development Management

021 400 7581

082 805 5507

Richard Walton

Head: Land Use Management

021 400 7579

071 256 2934

DISTRICT OFFICES

TABLE BAY DISTRICT

PHYSICAL ADDRESS: Media City Building, 2nd Floor,
cnr Adderley Street and Hertzog
Boulevard, Cape Town, 8001

POSTAL ADDRESS: PO Box 4529, Cape Town, 8000

CONTACT NUMBER: 021 400 6444

FAX NUMBER: 086 202 9991

E-MAIL: Comments_Objections.Tablebay@capetown.gov.za

Marx Mupariwa

District Manager: Table Bay

021 400 6443

082 926 8079

Gregory September

Section Head: Land Use Management

021 400 6447

084 499 4923

Benito Cogill

Section Head:
Building Development Management

021 400 6478

083 949 7066

Christiaan Coetzee

Section Head: Customer Interface

021 400 6497

064 757 3964

BLAAUWBERG DISTRICT

PHYSICAL ADDRESS: Municipal Building , 87 Pienaar Road,
Milnerton, 7441

POSTAL ADDRESS: PO Box 35, Milnerton, 7435

CONTACT NUMBER: 021 444 0561

FAX NUMBER: 086 202 9679

E-MAIL: Comments_Objections.Blaauwberg@capetown.gov.za

Dewaldt Smit

District Manager: Blaauwberg

021 444 0560

082 805 9174

Elmari Marais

Section Head: Land Use Management

021 444 0562

082 083 2322

Willie Schulze

Section Head:
Building Development Management

021 444 0569

084 628 9708

Vacant

Section Head: Customer Interface

021 444 0581

DISTRICT OFFICES

NORTHERN DISTRICT

PHYSICAL ADDRESS: Kraaifontein Administrative Building,
Brighton Road, Kraaifontein, 7570
POSTAL ADDRESS: PO Box 25, Kraaifontein, 7569
CONTACT NUMBER: 021 444 1062
FAX NUMBER: 086 202 9847
E-MAIL: Comments_Objections.Northern@capetown.gov.za

Susan Matthysen
District Manager: Northern
021 444 1061
084 300 3313

Sean van Rensburg
Section Head: Land Use Management
021 444 1044
073 576 8634

Edward Juul
Section Head:
Building Development Management
021 444 1027
084 222 1412

Anthea Zeederberg
Section Head: Customer Interface
021 444 1057
083 825 4302

TYGERBERG DISTRICT

PHYSICAL ADDRESS: Parow Administrative Building,
cnr Voortrekker Road and Tallent Street,
Parow, 7500

POSTAL ADDRESS: Private Bag X4, Parow, 7499

CONTACT NUMBER: 021 444 7843

FAX NUMBER: 086 202 9256

E-MAIL: Comments_Objections.Tygerberg@capetown.gov.za

Riaan Booysen
District Manager: Tygerberg
021 444 7840
084 627 2407

Chad Newman
Section Head: Land Use Management
021 444 7505
082 254 1445

Johan Gerber
Section Head:
Building Development Management
021 444 7845
079 490 0409

Eric Dirks
Section Head: Customer Interface
021 444 7847

DISTRICT OFFICES

HELDERBERG DISTRICT

PHYSICAL ADDRESS: Somerset West Administrative Building,
cnr Andries Pretorius and Victoria Streets,
Somerset West, 7130

POSTAL ADDRESS: PO Box 19, Somerset West, 7129

CONTACT NUMBER: 021 444 4619

FAX NUMBER: 086 202 9778

E-MAIL: Comments_Objections.Helderberg@capetown.gov.za

Daan Visser
District Manager: Helderberg
021 444 4618
083 652 8186

Jeanine Williams
Section Head: Land Use Management
021 444 4623
082 929 2116

Jaco Theron
Section Head:
Building Development Management
021 444 7240
084 235 2065

Mzudumile Mfutwana
Section Head: Customer Interface
021 444 4640
082 498 5918

MITCHELLS PLAIN / KHAYELITSHA DISTRICT

PHYSICAL ADDRESS: Stocks and Stocks Complex, Ntlazane
Road, Ilitha Park, Khayelitsha

POSTAL ADDRESS: Private Bag X93, Bellville, 7535

CONTACT NUMBER: 021 360 1101

FAX NUMBER: 086 202 9810

E-MAIL: Comments_Objections.Khayelitsha@capetown.gov.za

Charles Rudman
District Manager: Mitchells Plain / Khayelitsha
021 360 1132
084 249 3881

Gerhard Hanekom
Section Head: Land Use Management
021 360 1150
082 620 2355

Gerrit Sauls
Section Head:
Building Development Management
021 360 1106
078 803 0872

Mari  tette van Schaalkwyk
Section Head: Customer Interface
021 360 1167

DISTRICT OFFICES

CAPE FLATS DISTRICT

PHYSICAL ADDRESS: Ledger House, cnr Aden Avenue and
George Street, Athlone, 7764

POSTAL ADDRESS: PO Box 283, Athlone, 7760

CONTACT NUMBER: 021 684 4369

FAX NUMBER: 086 202 9745

E-MAIL: Comments_Objections.CapeFlats@capetown.gov.za

Margot Muller
District Manager: Cape Flats
021 684 4310
084 222 1263

Adele McCann
Section Head: Land Use Management
021 684 4341
072 417 6767

Francois Mostert
Section Head:
Building Development Management
021 684 4312
083 391 2306

Colwyn Beukes
Section Head: Customer Interface
021 684 4324
083 650 8711

SOUTHERN DISTRICT

PHYSICAL ADDRESS: Plumstead Administrative Building, cnr
Main and Victoria Roads, Plumstead, 7800

POSTAL ADDRESS: Private Bag X5, Plumstead, 7801

CONTACT NUMBER: 021 444 7721

FAX NUMBER: 086 202 9985

E-MAIL: Comments_Objections.Southern@capetown.gov.za

Ossie Gonsalves
District Manager: Southern
021 444 7720
084 888 0702

Pierre Hoffa
Section Head: Land Use Management
021 444 7724
084 685 6205

Vacant
Section Head:
Building Development Management
021 444 2603

Ielyaas Brink
Section Head: Customer Interface
021 444 2598
082 379 3777

SERVICE PROVIDERS TO NOTE:

Service Providers who do not have any formal health and safety system in place have to commence with a risk assessment. That means management discussing the hazards in the business with the work team, listing them, discussing how often the staff would be exposed to the hazards and then putting suitable steps in place to counter these risks with an action plan with staff responsibilities delegated to ensure that the action plan is indeed put into place. Those Service Providers who have in the past conducted such an assessment may attach a copy of such an assessment to this tender.

The following is a sample risk assessment and plan. The Service Providers are to apply the format to his / her own business. The completed risk assessment and associated action plan has to be attached to the tender submission.

Inherent Hazards / Dangers	RISKS TO HEALTH	Exposure Frequency	Probability Of Injury	ACTION PLAN	Action By :	Hazard Mitigated	Follow Up By
Compressed Air	Soft tissue damage due to line whipping about when disconnected	Daily	Low	All airlines have suitable device fitted to prevent whipping when disconnected from pneumatic wrench.	Mr. John Stevens. Line Manager	Yes	Next safety meeting
Explosion of truck tyres	Serious injuries / Death	Weekly / High		All workers trained in safe working procedures and dangers of horseplay Airline has deadman's handle Tyre cage purchased	No further action required	Yes	Next safety meeting
Handling vehicle air bags	Air bags could explode when not fitted, causing injury.	Infrequently probably once a month	Low	Brief workers on safe handling of air bags (from HSE's <i>A guide to the handling and storage of airbags and seat belt pretensioners at garages and motor vehicle repair workshops</i> (INDG280) Faulty units returned to vendor for disposal	Mr. L. Cupido : Section Supervisor	Yes	Next safety meeting

Inherent Hazards / Dangers	Risks To Health	Exposure Frequency	Probability Of Injury	ACTION PLAN	Action By	Hazard Mitigated	Follow Up By
Manual handling Movement of components	Workers risk injuries or back pain or pain elsewhere from handling heavy and/or bulky objects.	Daily	High	Workers are trained in safe manual handling and to ensure contractors follow safe manual handling techniques Brief workers on handling tyres, refer to HSE publication <i>Collection and delivery of tyres – Tackling the risk of manual handling injuries: a practical guide</i>	Mr. Cupido to arrange manual handling training for the workers in the store. A detailed assessment to be done using HSE publication <i>Manual handling assessment charts</i>	2015-05-12	Next safety meeting
Hazardous substances Contact with used engine oil etc. during servicing	Skin contact over a long period can lead to severe dermatitis and skin cancer. Risks from dermatitis and skin cancer to be explained to workers	Daily	High	Nitrile gloves supplied and used Garage overalls supplied and used Contract for regular cleaning of overalls Workers informed to clean hands thoroughly and use skin creams provided after contact with hazardous substances	Supervisor Mr. Cupido to start keeping a check that gloves are being used	Further checks required.	Report on status at next safety meeting on the 15 th June 2015
Forklift engine running inside, toxic fumes, e.g. carbon monoxide	The fumes may cause eye irritation and breathing difficulties.	Daily	High	Car exhaust attached to extractor system when engine is running. Extractor system maintained and tested to prevent leaks	Mr. Lombard will do daily checks on the status and inform of the dangers	Further checks required.	

Inherent Hazards / Dangers	Risks To Health	Exposure Frequency	Probability Of Injury	ACTION PLAN	Action By	Hazard Mitigated	Follow Up By
Fire Petrol and LPG fires	If trapped workers and customers could suffer fatal injuries from smoke inhalation/burns.	Low	Medium	Fire alarms maintained and tested by manufacturer. Extinguishers provided and inspected under contract	Manager Ingram to arrange training on use of extinguishers for all workers	Yes	Report by next safety meeting
				Special fire exits not needed as all work areas have immediate access to outside Workers trained in hazards of LPG	Annual fire drill to be carried out	Planned on 29 August 2015	Report by next safety meeting
Battery charging	Workers could suffer burns from contact with battery acid while charging, particularly if battery is overcharged and explodes.	Daily	Low	Proprietary charger, installed by electrician, is used in accordance with instructions	No further action required	Completed on 10 th May 2015	Report by next safety meeting
				Acid-resistant gloves and goggles supplied and used Residual current device (RCD) built into main switchboard.			
Oil spillage	Pollution of storm water drains	Daily / High	High	Absorbent granules and sawdust put on spills as soon as possible	Weekly housekeeping check to be started	2012-05-12	Report by next safety meeting

(13) ADDENDUM K REGISTRATION AS WASTE GENERATOR

APPLICABLE TO SPECIFICATION T1 – T2



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

UTILITY SERVICES

SOLID WASTE MANAGEMENT

Civic Centre
12 Hertzog Boulevard
Tel: 0860 103 089
Email: Eastwise.user@capetown.gov.za

APPLICATION TO REGISTER AS A **WASTE GENERATOR** IN TERMS OF THE CITY OF CAPE TOWN INTEGRATED WASTE MANAGEMENT BY-LAW (PG 6756)

WHERE APPLICABLE, PROVISION OF THE FOLLOWING INFORMATION IS COMPULSORY:

1. Business details
2. Contact details of Authorised Company Representative
3. Waste Management Plan
4. Confirmation by Company Representative
5. Copy of SLA with COCT or Accredited Service Provider

For Office Purposes:

Reference Number

Type of Registration:

New		Renewal		Update of Information		De-Registration	
Y	N	Y	N	Y	N	Y	N

1. BUSINESS INFORMATION

Municipal Account No: OR Business Partner No:

Name of Company:

Company Registration No:

Company Physical Address: (within the COCT)

.....

.....

Latitude: Longitude:

Company Postal Address:

.....

.....

Business Tel No: Business Fax No:

Nature of business: (manufacturing, industrial, retail, etc.):

(13) ADDENDUM L APPLICATION TO DISCHARGE EFFLUENT

The forms may be downloaded here :

<https://www.capetown.gov.za/City-Connect/Apply/Municipal-services/Water-and-sanitation/Apply-to-discharge-industrial-effluent>

**APPLICATION FOR PERMISSION TO DISCHARGE*/CONTINUE
TO DISCHARGE INDUSTRIAL EFFLUENT TO SEWERS AND
ADJUSTMENT OF SANITATION VOLUMETRIC CHARGE**


CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

WDMS_P-R_Form_001

IEA No: [] [] DATE: [] []

**APPLICATION FOR PERMISSION TO DISCHARGE*/CONTINUE TO DISCHARGE*/VARY EXISTING
DISCHARGE OF INDUSTRIAL EFFLUENT FROM TRADE PREMISES OR INFORMATION REQUIRED
IN TERMS OF SECTION 3(1)b OF THE WASTEWATER BY- LAW P.G. 7227
07 FEBRUARY 2014. THIS INCLUDES APPLICATION FOR ADJUSTMENT OF SANITATION
VOLUMETRIC CHARGE**

*Delete which ever is not applicable

If the application is submitted in support of building plans, quote building plan no [] []

*Failure to supply supporting documentation will render the application invalid.

DEFINITION OF INDUSTRIAL EFFLUENT: Industrial Effluent means any liquid, whether or not containing matter in solution or suspension, which is given off in the course or as a result of any industrial trade, manufacturing, mining or chemical process or any laboratory, research, service or agricultural activity, and includes matter discharged from a waste grinder and any liquid other than domestic effluent.

A. INDUSTRY OR BUSINESS

Business Owner's Name: [] []

Registered Name [] []

Street No & Name [] []

Suburb [] []

Postal [] []

Add [] []

Telephone [] []

Erf [] []

Name [] [] of [] []

Building/Complex [] []

B. REGISTERED OWNER OF PREMISES

Name [] []

Street No & Name [] []

Physical Add [] []

Registered Company/ Trust No: [] []

Telephone [] []

Area/Suburb [] []

C. TYPE OF PRODUCTS OR NATURE OF BUSINESS

[] []
[] []
[] []

D. NUMBER OF PERSONS ON THE PREMISES

Total. [] []

Normal Working Hours [] [] am [] [] pm. [] [] Hours [] []

Days p/w [] []

(13) ADDENDUM M QUALITY MANAGEMENT GUIDE

APPLICABLE TO SPECIFICATION T1 – T2

A quality management system should contain the following aspects.

1. QMS QUALITY MANAGEMENT STANDARDS

As a guide to the service provider, the QMS system should encompass the following practical elements in order to ensure compliance to the City of Cape Town's requirements as stated in T1.

1.1. QMS CLIENT CENTERED

The service providers QMS program should focus on meeting all the requirements of the City of Cape Town in as far as this technical specification is concerned along with compliance to all regulatory and statutory standards as well as the key performance areas listed below during the tenure of the contract.

1.2. QMS QUALITY MANAGEMENT POLICY

This document provides a framework for setting quality objectives and includes a commitment to satisfy applicable requirements as well as a commitment to continual improvement of the quality management system. A sample of such a document is in Addendum N.

1.3. QMS QUALITY MANAGEMENT MANUAL

This document includes the QMS policy, the scope of the adopted QMS system, all the QSM business processes as well as senior management's involvement with the QMS system. This document shows the service providers approach to QMS.

1.4. QMS STAFF TRAINING

The service provider must strive to ensure that key staff receives basic training in their business quality requirements. This would amongst other aspects, include specific product training / courses from OEM suppliers.

1.5. QMS WORK OPERATING PROCEDURES

All the service provider's business processes related to work for the City of Cape Town should be mapped and compiled as written work / operating procedure documents.

This is to ensure all compliance standards are met, procedures have no adverse impact on safety and the environment, work schedules are adhered to i.e. meeting the lead times offered to the City of Cape Town and fleet asset rework is minimised ensuring a high asset availability level to the City of Cape Town.

1.6. QMS METRICS

The service provider should measure conformance to quality standards and objectives by recording and analysing related conformance and major/minor non-conformances on a regular basis.

1.7. QMS RECORD KEEPING

In terms of this technical specification, the service provider must have a reliable and easily traceable and auditable system of record keeping in support of quality management requirements and the statutory period of 10 years for all lifting machinery repair documentation or 5 years for other repairs and maintenance instances..

Any work done for the City of Cape Town is to be traceable from quotation request, comprehensive job cards, final invoice documents and final inspection sheet prior to delivery of the asset to the City of Cape Town.

1.8. QMS AUDITS

The service provider should conduct internal audits to constantly monitor their adopted QMS performance and to document the findings of such audits and any recommendations for improvement. These audits to be discussed at the service provider's senior management meetings held periodically.

(13) ADDENDUM N QUALITY MANAGEMENT POLICY SAMPLE**APPLICABLE TO SPECIFICATION T1 – T2**

Issue Date	25 th Jan 2020	Version No	5	Page	
Review Date	15 th March 2020	Last Revision	4	Document Name	QMS Policy

(Company name) ENGINEERING WORKS
QUALITY MANAGEMENT POLICY STATEMENT

(Company Name) was established in 1999 to provide professional hydraulic maintenance services to the lifting machine industry. We are based in Parow and employ 250 staff.

Quality is important to our business because we value our customers. We strive to provide our customers with products and services which meet and even exceed their expectations.

We are committed to continuous improvement and have established a Quality Management System which provides a framework for measuring and improving our performance.

We have the following systems and procedures in place to support us in our aim of total customer satisfaction and continuous improvement throughout our business:

- regular gathering and monitoring of customer feedback
- a customer complaints procedure
- selection and performance monitoring of suppliers against set criteria
- training and development for our employees
- regular audit of our internal processes
- measurable quality objectives which reflect our business aims
- management reviews of audit results, customer feedback and complaints

Our internal procedures are reviewed regularly and are held in a Quality Manual which is made available to all employees.

Although the Managing Director has ultimate responsibility for Quality, all employees have a responsibility within their own areas of work to help ensure that Quality is embedded within the whole of the company.

The policy review date is 15th March 2020



Signed: (CEO name) (Chief Executive)

Date: 25th January 2020

Issue Date	25 th Jan 2020	Version No	5	Page	
Review Date	15 th March 2020	Last Revision	4	Document Name	QMS Policy

The Service Providers are to apply his / her mind and compile a business specific plan applicable to his / her business which must be attached to the tender document. The document must be listed in Schedule 14 List of documents to be added by the Service Providers.

SAMPLE POLICY STATEMENT ONLY

We endeavour to create and maintain a safe and healthy work environment for all our employees, visitors, public and contractors. We further strive to manage environmental impacts associated with our activities, products and services.

To demonstrate this commitment, we declare that: -

- The health and safety of our employees, contractors and the public or any other person, when on our premises or in the immediate vicinity are of paramount importance.
- Compliance with legislation, regulations and other requirements pertaining to Occupational Health, Safety and the Environment are considered throughout the business operations.
- Health, Safety and Environmental requirements take precedence over expedience and every effort is made to improve our processes and reduce incidents which may harm people, property and the environment.
- We are committed to the continual improvement of Occupational Health, Safety and Environmental management by prevention of pollution and setting ongoing measurable and achievable objectives.

In view of the above, we commit to the: -

- 1) Identification, analysis and review of business processes and procedures to eliminate and reduce the impact of hazards and risks associated with our activities
- 2) Continual reduction of accidents and ill-health statistics.
- 3) Planning and provision of technical and financial resources to ensure proper implementation of Safety, Health and Environmental Management Systems.
- 4) Communication of the Occupational Health, Safety and Environment policy and procedures to employees as well as the availability of this policy to interested and affected parties.
- 5) Effective induction and training programmes to empower employees, and set guidelines to address Safety, Health and Environmental requirements.
- 6) Effective supervision at all levels.
- 7) Efficient systems that promote incident and non-conformance reporting as well as the investigation thereof, to prevent recurrences and promote continual improvement.
- 8) Development and Implementation of Safety, Health and Environmental Systems.
- 9) Auditing and review of Health, Safety and Environment against set objectives.
- 10) Documentation, implementation and maintenance of an Occupational Health, Safety and Environmental Management System.
- 11) An annual review of this policy.

Chief Executive Officer (Business Name / Sign)

Date

Floor Manager (Business Name / Sign)

Date

Employee Rep (Business Name / Sign)

Date

(Company name) accepts its responsibilities in environmental matters and recognises that good environmental management must be an integral and fundamental part of our business. Although we believe that we have a minimal impact on the South African environment, (Company Name) hereby aims to continue to improve its environmental performance by:

- Complying with the requirements of all South African environmental legislation and local by laws
- Assessing the environmental effects of all business operations.
- Raise awareness, encourage participation and train employees.
- Expecting similar environmental standards from all suppliers and contractors.
- Actively promoting recycling internally to our staff and externally to our customers and suppliers.
- Conserving natural resources through increased energy efficiency and better water management.
- Managing waste and avoiding the use of hazardous substances.
- Implementing the use of recycled materials where appropriate.
- Preventing and reducing pollution by implementing efficient control procedures to monitor and manage materials and processes that impact on the environment.
- Making our Environmental Policy publicly available to interested parties.
- Continually seeking to improve environmental performance.
- Monitoring progress and review performance annually.

Delivering our operational plans within this policy will enable (Company Name) to develop sustainable practices and deliver meaningful contributions to the quality of our environment.

Mr. _____
Managing Director

20th March 2020

1 SERVICE PROVIDER DEVELOPMENT

Whilst the City of Cape Town has well established registered service providers currently offering services to its fleet management departments, it is also realised that there are emerging Service Providers who want to develop their business to the level of being a major supplier of repair and maintenance services, i.e. works to OEM standards, is compliant with Occupational Health, Safety and Environmental regulations, statutory requirements and quality management amongst other aspects.

1.1 DEVELOPMENT OF EMERGING BUSINESSES AND DTI INCENTIVES

The City of Cape Town encourages emerging businesses to make use of the DTI incentives to improve their business acumen. The following is for the assistance where necessary of prospective panel members. The City of Cape Town will not be held responsible for any detail / address changes. The onus is on the service provider to do his / her own research.

Emerging businesses wishing to participate in tenders such as these may request support from the DTI (Department of Trade and Industry). More information can be obtained from the **TECHNOLOGY TRANSFER UNIT (TTU)**

1.2 QUALITY AND STANDARDS UNIT

The Small Enterprise Development Agency (SEDA) is an agency of the Department of Small Business Development and was established in December 2004, through the National Small Business Amendment Act, Act 29 of 2004.

The DTI's SEDA (Small Enterprise Development Agency) Technology Programme (STP) is a division of SEDA focusing on technology business incubation, quality & standards and technology transfer services & support to small enterprises.

1.2.1 QUALITY STANDARDS ISO 9001

SEDA ensures that small businesses have access to quality control and assessment processes, and provides training and access to accreditation and certifications.

1.2.2 The offerings are (amongst others): -

Quality awareness coaching sessions
Quality health checks - Electronic business maturity tools
Quality booklets – Micro-enterprise support
Training, and training of trainers on:
• ISO 9001:2008;
• ISO 18001

1.2.3 The Unit facilitates the development and implementation of the following management systems through the provision of incentives support:

- ISO 9001:2008 (Quality management system)
- ISO 14001 (Environmental management system)

1.2.4 Quality and Standards Unit contact details

Quality and Standards Unit – Enterprise Development Sub-Unit
Quality and Standards Unit – Conformity Assessment Sub-Unit

1.3 SABS TRAINING ACADEMY

Service providers wishing to train ISO 9001 auditors for their business quality management system may approach SABS Training Academy as well as other private training institutions.

1.3.1 The Academy is accredited with the Southern African Auditor and Training Certification Authority (SAATCA) for Lead auditor courses in Quality Management Systems, Environmental Management Systems and Occupational Health and Safety.

1.3.2 The SABS training modules include an overview of the relevant standards, creating overall organisational awareness and implementation of management systems such as: SANS/ISO 9001, SANS/ISO 14001 and OHSAS 18001

1.3.3 For more information:
vhttps://sabs.onlinebookings.co.za
or call +27 12 428 6877/676;
or email: info@sabs.co.za

1.4 **CITY OF CAPE TOWN ENTERPRISE AND INVESTMENT DEPARTMENT**

In addition to the assistance available from the DTI mentioned above, the City of Cape Town's Enterprise and Investment Department is also available to facilitate support in areas of training, upskilling, and financial assistance.

In this context contact Enterprise and Investment at
Development.Enquiries@capetown.gov.za

The following is a basic example of a **Technical Skills Matrix**. The Technical Skills Needs Matrix must be constructed and in some cases expanded with the essential OEM technical requirements in mind described as URGENCY in the tables below. The product courses, technical courses as well as the level of exposure to such work in-house can then be tailored to increase proficiencies to the required level.

IT IS NOT TO BE CONSTRUED TO BE A COMPLETE LIST.

LIFTING MACHINE MAINTENANCE

URGENCY: 1 (Lowest) - 5(Highest)

LEGEND: **A** = Adequate, **G** = Good, **RET** = Requires external training, **RIT** = Requires in-house training, **P** = Poor, **NWE** = Needs exposure

HYDRAULIC MAINTENANCE	PRODUCT	URGENCY	NAME	NAME	NAME	NAME
THEORETICAL KNOWLEDGE Knowledge of the functions of the different components making up a hydraulic system, function and application of filters, installation techniques, function and application of reservoirs, basic hydraulic system operation, cleaning of hydraulic systems, hydraulic lubrication principles, oil cleanliness as it affects system integrity.	General	5	G	RET	RET	A
PRACTICAL MAINTENANCE AND REPAIR						
Hydraulic cylinder maintenance, removal, disassembly, assessment, repair, test and fitment. Valve bank repairs, PTO fitment and repairs, Gear pump fitment and repairs, Slew gear fitment and repairs, Reservoir fitment and repairs, Hose manufacture, hose replacements. (The service provider to note that these elements can be separated out and treated individually depending on the urgency)	Galileo	5	G	NWE		
	Socage	5	G	NWE		
	Knuckle Boom	3	A	RIT		
	Amco Veba	3	NWE			
	Bonfiglio	3	NWE			
	Fassi	5	G			
	Hiab	3	NWE			
	Palfinger	3	NWE			
	Pesci	2	NWE			
	PM	2	NWE			
	Spartan	1	G			
	Skyjack Tail Lift	5	A			

URGENCY: 1 (Lowest) - 5(Highest) LEGEND: A = Adequate, G = Good, RET = Requires external training, RIT = Requires in-house training, P = Poor, NE = Needs exposure						
LIFTING MACHINE MAINTENANCE	PRODUCT	URGENCY	NAME	NAME	NAME	NAME
FAULT FINDING LIFTING MACHINES Fault finding. Setting and adjusting safety electronic / mechanical interlocks and alarms to OEM settings, pressure relief valves. A good working knowledge of electronic / hydraulic control systems and the various interlocks and alarm systems and can do fault finding, repairs and adjustments to OEM standards. Annual inspection, performance / load testing. (The service provider to note that these elements can be separated out and treated individually depending on the urgency)	Galileo					
	Socage					
	Knuckle Boom					
	Amco Veba					
	Bonfiglio					
	Fassi					
	Hiab					
	Palfinger					
	Pesci					
	PM					
	Spartan					
	Skyjack Tail Lift					
SERVICING HYDRAULIC LIFTING MACHINES	PRODUCT	URGENCY	NAME	NAME	NAME	NAME
Changing hydraulic filters and other system components. Cleaning hydraulic reservoir. Performing preventive maintenance on hydraulic systems. Changing strainers on hydraulic pumps. Adding filtered fluids to hydraulic systems. Identifying potential problems on hydraulic systems. Changing hydraulic hoses, fittings or tubing. (The service provider to note that these elements can be separated out and treated individually depending on the urgency)	Galileo					
	Socage					
	Knuckle					
	Amco Veba					
	Bonfiglio					
	Fassi					
	Hiab					
	Palfinger					
	Pesci					
	PM					
	Spartan					
	Skyjack Tail Lift					

URGENCY: 1 (Lowest) - 5(Highest) LEGEND: A = Adequate, G = Good, RET = Requires external training, RIT = Requires in-house training, P = Poor, NE = Needs exposure						
LIFTING MACHINE MAINTENANCE	PRODUCT	URGENCY	NAME	NAME	NAME	NAME
GENERAL ENGINEERING General fabrication, fitting and repair of the following using appropriate metal working tools :-						
Mild steel structural components	General	5				
Stainless steel structural components		3				
Aluminium structural components		3				
Proficiency in the use of a plasma cutter		5				
Proficiency in the use of OEM recommended fasteners and torqueing		5				
WELDING Proficiency in the following welding methods :-	PRODUCT	URGENCY	NAME	NAME	NAME	NAME
Gas brazing	General	5				
Manual arc (Stick welding)		5				
MIG welding (Metal inert gas)		5				
TIG welding (Tungsten inert gas)		5				
AUTHORISED:						

(13) ADDENDUM R TECHNICAL SKILLS MATRIX**PAGE 4****LEGEND:**

A = Adequate, G = Good, RET = Requires external training, RIT = Requires in-house training, P = Poor, NE = Needs exposure

LIFTING MACHINE MAINTENANCE	PRODUCT	URGENCY	NAME	NAME	NAME	NAME
CORROSION PROTECTION						
KNOWLEDGE Abrasive blast cleaning, preparation of substrates for painting, spray paint application techniques (conventional spray, airless spray), brush and roller application. Knowledge of paint types (single packs, twin packs epoxies hardener activated) and solvents. BASIC DUTIES The protection of all steelwork after repairs using industry standard preparation and priming methods and proper application of propriety primers and finish coats as listed above.	General	5	NET	NET NE	NET NE	NET NE
ENGINEERING STANDARDS AND CODES OF PRACTICE	PRODUCT	URGENCY	NAME	NAME	NAME	NAME
Technical staff proficiency in the use and interpretation of OEM and local and international generally accepted maintenance and servicing standards, schematic diagrams e.g. hydraulic circuits. Electronic circuits for diagnostic procedures.	General	5	G	NET	NET	NET
TRAINING MATRIX The needs identified in the above needs assessment matrix is to be transferred to the training matrix where the external courses can be planned as well as the in house mentorship and training can be scheduled.						

Addendum S: Geographical Boundary of the City of Cape Town



14. TRADE NAMES OR PROPRIETARY PRODUCTS

Bid specifications may not make any reference to any particular trade mark, name, patent, design, type, specific origin or producer, unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the words “or equivalent”.

TENDERERS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS TO ANY PARTICULAR TRADE MARK, NAME, PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE ACCOMPANIED BY THE WORDS ‘OR EQUIVALENT’

15. EMPLOYMENT OF SECURITY PERSONNEL

All security staff employed by the supplier on behalf of the CCT or at any CCT property must be registered with Private Security Industry Regulatory Authority (PSiRA). Proof of such registration must be made available to the CCT’s agent upon request.

16. FORMS FOR CONTRACT ADMINISTRATION

The supplier shall complete, sign and submit with each invoice, the following:

- a) Monthly Project Labour Report (**Annex 3**).
- b) B-BBEE Sub-Contract Expenditure Report (**Annex 4**).
- c) Joint Venture Expenditure Report (**Annex 5**).

The Monthly Project Labour Report must include details of all labour (including that of sub-contractors) that are South African citizens earning less than R350.00 per day, as adjusted from time to time (excluding any benefits), who are employed on a temporary or contract basis on this contract in the month in question.

In addition to the Monthly Project Labour Report the Supplier shall simultaneously furnish the CCT’s Agent with copies of the employment contracts entered into with such labour, together with certified copies of identification documents, proof of attendance in the form of attendance register or timesheets as well as evidence of payments to such labour in the form of copies of payslips or payroll runs. If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it and proof of such acknowledgement shall be furnished to the CCT’s Agent.

The Monthly Project Labour Reports shall be completed and submitted in accordance with the instructions therein.

The **B-BBEE Sub-Contract Expenditure Report** is required for monitoring the supplier’s compliance with the sub-contracting conditions of the **Preference Schedule**.

The Joint Venture Expenditure Report is required for monitoring the joint venture’s/consortium/partnership compliance with the percentage contributions of the partners as tendered, where the joint venture/consortium/partnership has been awarded preference points in respect of its consolidated B-BBEE scorecard.

[illegible]

TENDER NO:

ANNEX 1 (continued)

MONTHLY PROJECT LABOUR REPORT

BENEFICIARY DETAILS AND WORK INFORMATION

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

CONTRACT OR WORKS PROJECT NUMBER:				Year Month		Sheet 1 of		
--------------------------------------	--	--	--	---------------	--	------------------	--	--

No.	(8) First name	(8) Surname	(8) ID number	(9) New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	(10) Job seeker database (Y/N)	Contract start date (DDMMYY)	(11) Contract end date (DDMMYY)	(12) No. days worked this month (excl. training)	(13) Training days	(14) Rate of pay per day (R – c)
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												

0 0 R -

Declared by Contractor or Vendor to be true and correct:	Name		Signature	
	Date			

Received by Employer's Agent / Representative:	Name		Signature	
	Date			

(14.2) BBBEE SUB-CONTRACT EXPENDITURE REPORT (PRO FORMA)

TENDER NO. AND DESCRIPTION:

SUPPLIER:

B-BBEE SUB-CONTRACT EXPENDITURE REPORT

Rand Value of the contract (as defined in Schedule 4: Preference Schedule) (P*)	R	B-BBEE Status Level of Prime Supplier	
---	---	---------------------------------------	--

Name of Sub-contractor (list all)	B-BBEE Status Level of supplier ¹	Total value of Sub-contract (excl. VAT) ¹	Value of Sub-contract work to date (excl. VAT) ¹	Value of Sub-contract work to Sub-contractors with a lower B-BBEE Status Level than supplier
Sub-contractor A		R	R	R
Sub-contractor B		R	R	R
Sub-contractor C		R	R	R

¹Documentary evidence to be provided

Total:	R
Expressed as a percentage of P*	%

Signatures

Declared by supplier
to be true and correct:

Date:

Verified by CCT
Project Manager:

Date:

TENDER NO:

(14.3) PARTNERSHIP/ JOINT VENTURE (JV) / CONSORTIUM/ EXPENDITURE REPORT (PRO FORMA)

TENDER NO. AND DESCRIPTION:

SUPPLIER:

PARTNERSHIP/ JOINT VENTURE (JV)/ CONSORTIUM EXPENDITURE REPORT

Rand value of the contract (as defined in Schedule 4: Preference Schedule) (P*)		R		B-BBEE Status Level of Partnership/ Joint Venture (JV)/ Consortium	
Name of partners to the Partnership/ JV / Consortium (list all)	B-BBEE Status Level of each partner at contract award	Percentage contribution of each partner as per the Partnership/ JV/ Consortium Agreement ¹	Total value of partner's contribution (excl. VAT) ¹ B = A% x P*	Value of partner's contribution to date (excl. VAT) ¹ C	Value of partner's contribution as a percentage of the work executed to date D = C/P*x100
		A			
Partner A		%	R	R	%
Partner B		%	R	R	%
Partner C		%	R	R	%

¹Documentary evidence to be provided**Signatures**Declared by supplier
to be true and correct:

Date:

Verified by CCT
Project Manager:

Date:

