


<b>TENDER DOCUMENT GOODS AND SERVICES</b>		 <div>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</div>	
<b>SUPPLY CHAIN MANAGEMENT</b>			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 9	Page 1 of 80

<p align="center"><b>TENDER NO: 281G/2022/23</b></p> <p align="center"><b>TENDER DESCRIPTION: SUPPLY VARIOUS FIRE FIGHTING EQUIPMENT TO THE FIRE AND RESCUE SERVICE OF THE CITY OF CAPE TOWN</b></p> <p align="center"><b>CONTRACT PERIOD: FROM DATE OF COMMENCEMENT OF CONTRACT, NOT EXCEEDING 30 JUNE 2027</b></p>
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## VOLUME 1: TENDERING PROCEDURES

**CLOSING DATE:** 11 APRIL 2023

**CLOSING TIME:** 10:00 a.m.

**TENDER BOX  
NUMBER:** 133

**TENDER FEE:** **R200.00** - 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.

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

<b>NATURE OF TENDER OFFER</b> (please indicate below)	
<b>Main Offer</b> (see clause 2.2.11.1)	
<b>Alternative Offer</b> (see clause 2.2.11.1)	

<b>TENDER SERIAL NO.:</b>	
<b>SIGNATURES OF CITY OFFICIALS AT TENDER OPENING</b>	
<b>1</b>	
<b>2</b>	
<b>3</b>	

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## VOLUME 1: THE TENDER

### (1) GENERAL TENDER INFORMATION

- TENDER ADVERTISED** : **10 MARCH 2023**
- SITE VISIT/CLARIFICATION MEETING** : **24 MARCH 2023, from 10:00 – 11:30**  
(Not compulsory, but strongly recommended)
- VENUE FOR SITE VISIT/CLARIFICATION MEETING** : A virtual clarification meeting will be conducted via Skype. Tenderers who wish to participate in the meeting must connect via this link  
<https://meet.capetown.gov.za/christophersihlalo.mbandazayo/GZTFD2ZT?sl>  
For any enquiries please send an email to Technical Representative Marius Kelder, email [marthinus.kelder@capetown.gov.za](mailto:marthinus.kelder@capetown.gov.za) before the meeting date.
- TENDER BOX & ADDRESS** : **Tender Box as per front cover** at the **Tender & Quotation Boxes Office**, 2<sup>nd</sup> 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. 281G/2022/23: SUPPLY VARIOUS FIRE FIGHTING EQUIPMENT TO THE FIRE AND RESCUE SERVICE OF THE CITY OF CAPE TOWN”**, tender box number **133** 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: Marius Kelder**  
Tel. No: 021 400 1523  
Email: [marthinus.kelder@capetown.gov.za](mailto:marthinus.kelder@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 main supplier (the winner, the highest ranked responsive tenderer) per item reflected in the pricing schedule.**

If insufficient responsive bids are received, the CCT reserves the right not to appoint a tenderer at all.

**FROM DATE OF COMMENCEMENT OF CONTRACT UNTIL 30 JUNE 2027**

### **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 Standby Supplier/s**

**Standby supplier/s** 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 **Standby supplier/s** 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:** 20<sup>th</sup> 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](mailto: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](mailto: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, 2<sup>nd</sup> 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](http://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. An 'acceptable tender must "COMPLY IN ALL' aspects with the tender conditions, specifications, pricing instructions and contract conditions.**

#### 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

#### 2.2.1.1.7 Provision of Technical datasheets / Brocures / Certification

Only those tenders submitted by tenderers who provided the various technical details and data required by the Technical Data Sheets and or brochures will be declared responsive.

CCT reserves the rights to request additional information via clarification on any of the itemns listed

Tenderers MUST submit technical datasheets and or brochures for each item tendererd for

### **2.2.2 Cost of tendering**

The CCT will not be liable for any costs incurred 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:

<b>Part</b>	<b>Heading</b>
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 for HDI and/or Specific Goals, it is the responsibility of the tenderer to submit documentary proof, as either certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act or any other legislation relevant for the points claimed for that specific goal.

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

### 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, 2<sup>nd</sup> 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 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 price per item / rates as set out in the **Price Schedule (Part 5)**:

- based on the sum of the prices/rates in relation to the estimated quantities.

**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 80/20 preference point system will apply to this tender and the lowest acceptable tender will be used to determine the applicable preferences**

The 80/20 price/preference points system will be applied to the evaluation of responsive tenders up to and including 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:

$$Ps = 80 \times \frac{(1 - (\frac{Pt - Pmin}{Pmin}))}{Pmin}$$

Where: Ps is the number of points scored for price;  
Pt is the price of the tender under consideration;  
Pmin is the price of the lowest responsive tender.

Preference points shall be based on the Specific Goal as per below:

#### **HDI COMPLIANCE WITH SECTION 2(1)(d)(i) OF THE ACT**

Specific Goal	Definition	Required Evidence	Points to be allocated
Gender (Ownership)	Persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of gender are women.	CSD Registration report B-BBEE Certificate CIPC Certificate	10

#### **SPECIFIC GOALS IN COMPLIANCE WITH SECTION 2(1)(d)(ii) OF THE ACT**

Promotion of Small Medium Enterprises's	Required Evidence	Points to be allocated
The promotion of EME	CSD Registration report B-BBEE Certificate CIPC Certificate	10

#### **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:

- reasonableness of the financial offer
- reasonableness of unit rates and prices
- 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
- 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:

- does not allow any preferred tenderer a second or unfair opportunity;
- 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, 2022, 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.

<b>TENDER DOCUMENT GOODS AND SERVICES</b>		 <b>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</b>	
<b>SUPPLY CHAIN MANAGEMENT</b>			
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<p align="center"><b>TENDER NO: 281G/2022/23</b></p> <p align="center"><b>TENDER DESCRIPTION: SUPPLY VARIOUS FIRE FIGHTING EQUIPMENT TO THE FIRE AND RESCUE SERVICE OF THE CITY OF CAPE TOWN</b></p> <p align="center"><b>CONTRACT PERIOD: FROM DATE OF COMMENCEMENT OF CONTRACT, NOT EXCEEDING 30 JUNE 2027</b></p>
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## VOLUME 2: RETURNABLE DOCUMENTS

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

<b>NATURE OF TENDER OFFER</b> (please indicate below)	
<b>Main Offer</b> (see clause 2.2.11.1)	
<b>Alternative Offer</b> (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):

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

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

## (4) FORM OF OFFER AND ACCEPTANCE

TENDER NO: 281G/2022/23

**TENDER DESCRIPTION: SUPPLY VARIOUS FIRE FIGHTING EQUIPMENT TO THE FIRE AND RESCUE SERVICE OF THE CITY OF CAPE TOWN**

**CONTRACT PERIOD: FROM DATE OF COMMENCEMENT OF CONTRACT, NOT EXCEEDING 30 JUNE 2027**

### **OFFER: (TO BE FILLED IN BY TENDERER):**

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

<b>Name of Tendering Entity*</b> ("the tenderer")	
<b>Trading as</b> (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: 281G/2022/23

**TENDER DESCRIPTION: SUPPLY VARIOUS FIRE FIGHTING EQUIPMENT TO THE FIRE AND RESCUE SERVICE OF THE CITY OF CAPE TOWN**

**CONTRACT PERIOD: FROM DATE OF COMMENCEMENT OF CONTRACT, NOT EXCEEDING 30 JUNE 2027**

### 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'**

ITEM NO	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTIT Y	PRICE PER UNIT (EXCL VAT)
<b>EQUIPMENT</b>				
1.	Bubble-cup tip singular unit type or approved equivalent Turbojet Nozzle	Ea	1	
2.	High Pressure (40 bar) First Aid Reel Turbojet Nozzle.	Ea	1	
3.	Turbojet Nozzle	Ea	1	
4	Straightbore CAFS (Compressed Air Foam System) Nozzle	Ea	1	
5	Quad Stacked Tips Nozzle	Ea	1	
6.	Multi Purpose Hand Control Branch with Gecko coupling	Ea	1	
7.	Multi Purpose Hand Control Branch with 65mm instantaneous coupling	Ea	1	
8.	Watercurtain Nozzle	Ea	1	
9.	Extinguishing Lance Piercing Nozzle	Ea	1	
10.	False Spindle Large	Ea	1	
11.	False Spindle Small	Ea	1	
12.	25mm x 30m High Pressure Hose 20 Bar	Ea	1	
13.	19mm x 30m High Pressure Hose 20 Bar	Ea	1	
14.	4 m x 65 mm Reinforced / armoured PVC Suction Hose	Ea	1	
15.	Standpipe extension (aluminium)	Ea	1	
16.	Standpipes with single swivel head (aluminium)	Ea	1	
17.	Hydrant key with bar (aluminium)	Ea	1	
18.	Hydrant Key Extension (aluminium)	Ea	1	
19.	Portable in-line Foam Inductor	Ea	1	
20	Foam Branchpipe 450 model	Ea	1	
21	Portable High Expansion Foam Generator	Ea	1	
22.	Cylindrical Suction Barrel strainer	Ea	1	
23.	Basket / Wicker Strainer	Ea	1	
24	65 mm Shut-off Dividing breechings	Ea	1	
25	65 mm Collecting breeching	Ea	1	
26	Ceiling Hook Pike Pole with GRP synthetic handle	Ea	1	
27	Haligan Tool or approved equivalent	Ea	1	
28	Denver (TNT or approved equivalent ) Multipurpose 5 in 1 Tool	Ea	1	
29	Pick Head Axe	Ea	1	

30	Pry Axe Multipurpose tool	Ea	1	
31	Fire Brigade Hatchet	Ea	1	
32	Sapine Cutting Tool	Ea	1	
33	125 mm FR to 65 mm Adaptor	Ea	1	
34	Rubber Moulded Hose Ramps per set of 4	Per Set	1	
35	Roof Ladder	Ea	1	
36	Extension Ladder – Two-Section	Ea	1	
37	Extension Ladder – Three-Section	Ea	1	
38	British/European Type Three-Section Extension Ladders	Ea	1	
39	Three-in-One Step / Extension Ladder	Ea	1	
40	Three-Way Collecting Head	Ea	1	
41	Wildland Fire Tool	Ea	1	
42	Forester Rake Hoe	Ea	1	
43	Petrol / Oil Combi Can	Ea	1	
44	Electrical Extension Cord	Ea	1	
45	Coupling Spanner	Ea	1	
46	Wheel Chocks	Per Pair	1	
47	Knapsack Tanks	Ea	1	
48	9AH High Performance Battery	Ea	1	
49	9AH Salt Water Battery	Ea	1	
50	Power Supply Unit eWXT	Ea	1	
51	Battery Charger	Ea	1	
52	Battery Charger	Ea	1	
53	Cross Ramming Claw	Ea	1	
54	Cut Glass Saw	Ea	1	
55	Ram C	Ea	1	
56	Ram T	Ea	1	
<b>HYDRAULIC SINGAL CORE RESCUE SET PETROL HYDRAULIC POWER PACK – HEAVY DUTY OR APPROVED EQUIVALENT</b>				
57	Hydraulic Spreader	Ea	1	
58	Hydraulic Hand Pump	Ea	1	
59	Hydraulic Combi Tool	Ea	1	
60	Hydraulic Cutter	Ea	1	
61	Hydraulic Telescopic Ram, Medium	Ea	1	
62	Hydraulic Telescopic Ram, Large	Ea	1	
63	Petrol Driven Hydraulic Pump	Ea	1	
64	Support System LSS Set 2	Ea	1	
65	Sharp Edge Protection Cover Set	Ea	1	
66	Hydraulic Extension Hose Set	Ea	1	
67	Support System LSS Step Chock Set	Ea	1	
68	Support System LSS Support Block Set	Ea	1	
69	Rescue Platform	Ea	1	
70	Airbag Protection Device Set	Ea	1	
<b>PNEUMATIC EQUIPMENT</b>				
71	Pneumatic Hose 5 m compatible with 73 - 80	Ea	1	
72	Pneumatic Hose 10m compatible with 73 - 80	Ea	1	
73	Dual Deadman Controller compatible with items 71 and 72.	Ea	1	
74	Single Deadman Controller compatible with items 71 and 72.	Ea	1	

75	300 Bar Regulators	Ea	1	
76	Pneumatic Lifting Bag 5 Ton	Ea	1	
77	Pneumatic Lifting Bag 13 Ton	Ea	1	
78	Pneumatic Lifting Bag 35 Ton	Ea	1	
79	Pneumatic Lifting Bag 64 Ton	Ea	1	
80	Pneumatic Low Pressure Lifting Cushion Set	Per Set	1	
81	Lifting Bag Protective Pad Set	Ea	1	
<b>PUMPS</b>				
82	Lightweight Wildfire Portable Pump	Ea	1	
83	Basement Pump	Ea	1	
84	Floating Pump	Ea	1	
85	Portable Pump	Ea	1	
86	Portable Pump Small	Ea	1	
87	Compressed Air Foam System CAFS 300 (Mini CAFS)	Ea	1	
<b>POWER TOOLS</b>				
88	Carborandum Power Cutter Rescue Saw	Ea	1	
89	Chainsaw Timber	Ea	1	
90	Backpack Blower	Ea	1	
91	Positive Pressure Ventilator (PPV)	Ea	1	
92	Cordless Reciprocating Saw 36V	Ea	1	
93	High Capacity Battery 36V Li-ion	Ea	1	
94	Generator 2kVa	Ea	1	
95	Generator 5kVa	Ea	1	
96	Generator 12kVa	Ea	1	
97	Generator 50 kVa	Ea	1	
<b>CAMERAS</b>				
98	Fire Fighting Thermal Imaging Camera A	Ea	1	
99	Fire Fighting Thermal Imaging Camera B	Ea	1	
<b>BED SET</b>				
100	Single Mattress	Ea	1	
101	Single Bed Base	Ea	1	
<b>MISCELLANEOUS EQUIPMENT</b>				
102	Worklight	Ea	1	
103	SCBA Control Board	Ea	1	
104	Nameplates compatible with 103	Ea	1	
105	Breathing Apparatus Personal Line with Pouch	Ea	1	
106	Electronic Flow Meter	Ea	1	
107	Vehicle Tyre Inflation Unit	Ea	1	

**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 tender will be awarded per item. Tenderers can submit an offer for any or all of the items listed in the Pricing Schedule above. Tenderers however MUST submit with their tender offer, the technical data sheets / brochures for each item tendered for

INITIALS OF CITY OFFICIALS		
1	2	3

**(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:

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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 POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

#### Definitions

The following definitions shall apply to this schedule:

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

#### FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

##### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration



Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<b>Gender (Ownership)</b>	<b>10</b>	
<b>The promotion of EME</b>	<b>10</b>	

#### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....  
**DATE:** .....  
**ADDRESS:** .....  
 .....  
 .....  
 .....

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 state<sup>1</sup>, 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, shareholder<sup>2</sup>).....
  - 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:  
On behalf of the tenderer (duly authorised)

\_\_\_\_\_  
Date

***<sup>1</sup>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.***

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

## 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	<p><b>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?</b></p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
2.1.1	If so, furnish particulars:		
2.2	<p><b>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?</b></p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
2.2.1	If so, furnish particulars:		
2.3	<p><b>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?</b></p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>

2.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <b>Business</b> 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 <b>residential</b> 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. INSTRUCTIONS

- 8.1 The Contract Price Adjustment mechanism/s contained in this schedule is compulsory and binding on all tenders.
- 8.2 Failure to complete this schedule or any part thereof may result in the tender offer being declared non-responsive.
- 8.3 The tenderer is 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 The tenderer is 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 non-responsive.
- 8.5 Any claim for an increase in the Contract price shall be submitted in writing to the:
- By letter to: The Manager: Contract Management Unit, City of Cape Town, P O Box 655, Cape Town, 8000, or
  - By email to: [CPA.Request@capetown.gov.za](mailto:CPA.Request@capetown.gov.za),
- 15 days prior** to the month upon which the price adjustment would become effective.
- 8.6 The CCT reserves the right to withhold payment of any claim for contract price adjustment while only provisional figures are available and until the final (revised) figures are issued by the relevant authority.
- 8.7 When submitting a claim for contract price adjustment the Supplier shall indicate the actual amount claimed for each item. Percentage increases will not be considered. A mere notification of a claim for contract price adjustment without stating the new price claimed for each item shall, for the purpose of this clause, not be regarded as a valid claim.
- 8.8 The CCT reserves the right to request the Supplier to submit auditor's certificates or such other documentary proof as it may require in order to verify a claim for contract price adjustment. Should the Supplier fail to submit such auditor's certificates or other documentary proof to the CCT within a period of 30 (thirty) days from the date of the request, it shall be presumed that the Supplier has abandoned his claim.
- 8.9 The effective date of any price increases granted will be the date on which the abovementioned documentation/claim is submitted or, by agreement between the Supplier and the City, a subsequent date on which the price increase will be effective.
- 8.10 In instances where the Supplier's price claimed is less than entitled, the lesser price will be accepted.
- 8.11 The CCT reserves the right to apply the indices available at the date of the claim submitted by the Supplier.
- 8.12 **Process that will be followed:**
- 8.12.1 Supplier submits all the documentation indicated above prior to the effective date of the variation.
- 8.12.2 The City will consider the variation and based on the documentary evidence, the City may approve the variation.
- 8.12.3 Letters authorising the price variation will be communicated to the Supplier indicating the effective date.
- 8.12.4 All purchase orders from the effective date will be generated at the approved contract price.**
- 8.12.5 Purchase orders placed prior to the effective date will not be varied.**
- 8.12.6 **Price Adjustment Mechanisms**

**Tenderer must indicate with a cross in the relevant section below, the preferred CPA methodologies as reflected in the table below:**

SECTION APPLICABLE	METHODOLOGY	TENDER TO INDICATE WITH A CROSS ( X ) WHICH METHODOLOGY IS APPLICABLE TO THEIR OFFER
A	Consumer Price Index	
B	Supplier / Manufacturer Price List Variations	
C	Rate of exchange variations	

9. **A: CONSUMER PRICE INDEX**

9.1 The Contract Price as per GCC shall remain **Firm** for the first 12 months from date of commencement of the contract and no claims for contract price adjustment will be considered for the first 12 months' subject to the provisions in the price schedule.

9.2 Subject to 9.1. Above, Contract Price Adjustment will be applicable as from commencement of the 13 month. Suppliers shall be entitled to claim contract price adjustment as follows:

9.3 **10%** of the **tendered** rate will remain fixed for the duration of the contract.

9.4 **90%** of the year on year rate will be subject to adjustment **annually** based on the average percentage of 12 months as published by STATSSA: Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates) as follows:

- **From start of 13<sup>th</sup> month to the end of the 24<sup>th</sup> month:** Subject to contract price adjustment in accordance with the **Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates)**. **Base month** for the price adjustment shall be three (3) calendar months prior to the date of commencement. The **end month** shall be three (3) calendar months prior to the 12<sup>th</sup> month.
- **From start of 25<sup>th</sup> month to end of the 36<sup>th</sup> month:** Subject to the contract price adjustment in accordance with the **Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates)**. **Base month** for the price adjustment shall be three (3) calendar months prior to the 13<sup>th</sup> month. The **end month** shall be three (3) calendar months prior to 24<sup>th</sup> month.
- The **average CPI** will be calculated, the base month to the end month (both included) divided by the number of months.
- **Example:**
- The claim will be based on the **average** between the “base month” and the “end month” **e.g.:  $7+6+9+6 = 28$  ( $28/4$ ) = 7** therefore the claim will be 7%.

10. **B: SUPPLIER/ MANUFACTURER PRICE LIST VARIATIONS**

10.1 Supplier must supply the following documentation when applying for a price variation::

10.1.1 The Supplier/Manufacturer price list(s) that the tender was based upon

10.1.2 The new price list on the signed Supplier/Manufacturers letter head (excepting for pamphlets, brochures and e-mail communication) **clearly indicating the item(s) according to the tender pricing schedule** from the same Supplier/Manufacturer from date of tender.

10.1.3 **Detailed calculations** indicating how the “new” price is established. The calculations must be submitted on an excel spreadsheets together with a pdf signed spreadsheet. **The example below of the spreadsheet** is what is required.

Item No.	DESCRIPTION	TENDER PRICE EXCL. VAT	Old Manufacturers Price list EXCL. VAT	New Manufacturers Price list EXCL. VAT	Difference between the old and new manufacturer Price list	NEW TENDER PRICE EXCL. VAT	CPA CLAIMED BY TENDERER	% Increase

- 10.1.4 Covering letter on a letterhead from Supplier requesting the variation. All documentation to be signed by relevant parties **prior** to the date upon which the price variation would become effective.
- 10.1 If the contract is subject to variation based on **SUPPLIER/ MANUFACTURER PRICE LIST VARIATIONS**, the following will be applicable:
- 10.2 Tenderers will be entitled to claim only the difference between the cost of the product at the time of tendering and the new cost. Documentation together with detailed calculations to this effect must be submitted.
- 10.3 **The effective date of any price increases granted will be at the date when all the above mentioned documentation is submitted** or in exceptional circumstances at the discretion of the Contract Manager. It must be noted that the date that only partial submission of documents will not be the date that will be considered when the price adjustment is granted, only when ALL signed documentation is submitted then the variation will be granted if the price is acceptable and market related .
- 10.4 In instances where the Suppliers price claimed is less than entitled, the lesser price will be accepted.
- 10.5 Orders placed prior to the effective date will not be allowed to be varied. Only the difference in cost will be allowed to be varied and under no circumstances may the Supplier increase their profit margin.
- 10.6 In the event of a Supplier changing their Supplier/manufacturer during the tenure of the contract, any request for price variations will not be considered unless the Supplier obtains prior approval from the Contract Manager.
- 10.7 Supplier must complete the table below: clearly indicating the following
- Name of Supplier /Manufacturer
  - Date of Price List/Quotation upon which tender is based
  - Price List/Quotation Reference Number

## CONTRACT PRICE ADJUSTMENT USING SUPPLIER/MANUFACTURER PRICE LISTS

Item no. as per the Pricing Schedule	Description as per the Pricing Schedule	Name of Supplier /Manufacturer	Date of Price List/Quotation upon which tender is based	Price List/Quotation Reference Number
<b>EQUIPMENT</b>				
1.	Bubble-cup tip singular unit type or approved equivalent Turbojet Nozzle			
2.	High Pressure (40 bar) First Aid Reel Turbojet Nozzle.			
3.	Turbojet Nozzle			
4	Straightbore CAFS (Compressed Air Foam System) Nozzle			
5	Quad Stacked Tips Nozzle			
6.	Multi Purpose Hand Control Branch with Gecko coupling			
7.	Multi Purpose Hand Control Branch with 65mm instantaneous coupling			
8.	Watercurtain Nozzle			
9.	Extinguishing Lance Piercing Nozzle			
10.	False Spindle Large			
11.	False Spindle Small			
12.	25mm x 30m High Pressure Hose 20 Bar			
13.	19mm x 30m High Pressure Hose 20 Bar			
14.	4 m x 65 mm Reinforced / armoured PVC Suction Hose			

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<b>Item no. as per the Pricing Schedule</b>	<b>Description as per the Pricing Schedule</b>	<b>Name of Supplier /Manufacturer</b>	<b>Date of Price List/Quotation upon which tender is based</b>	<b>Price List/Quotation Reference Number</b>
15.	Standpipe extension (aluminium)			
16.	Standpipes with single swivel head (aluminium)			
17.	Hydrant key with bar (aluminium)			
18.	Hydrant Key Extension (aluminium)			
19.	Portable in-line Foam Inductor			
20	Foam Branchpipe 450 model			
21	Portable High Expansion Foam Generator			
22.	Cylindrical Suction Barrel strainer			
23.	Basket / Wicker Strainer			
24	65 mm Shut-off Dividing breechings			
25	65 mm Collecting breeching			
26	Ceiling Hook Pike Pole with GRP synthetic handle			
27	Haligan Tool			
28	Denver (TNT) Multipurpose 5 in 1 Tool			
29	Pick Head Axe			
30	Pry Axe Multipurpose tool			
31	Fire Brigade Hatchet			
32	Sapine Cutting Tool			
33	125 mm FR to 65 mm Adaptor			
34	Rubber Moulded Hose Ramps			
35	Roof Ladder			
36	Extension Ladder – Two-Section			

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<b>Item no. as per the Pricing Schedule</b>	<b>Description as per the Pricing Schedule</b>	<b>Name of Supplier /Manufacturer</b>	<b>Date of Price List/Quotation upon which tender is based</b>	<b>Price List/Quotation Reference Number</b>
37	Extension Ladder – Three-Section			
38	British/European Type Three-Section Extension Ladders			
39	Three-in-One Step / Extension Ladder			
40	Three-Way Collecting Head			
41	Wildland Fire Tool			
42	Forester Rake Hoe			
43	Petrol / Oil Combi Can			
44	Electrical Extension Cord			
45	Coupling Spanner			
46	Wheel Chocks			
47	Knapsack Tanks			
48	9AH High Performance Battery			
49	9AH Salt Water Battery			
50	Power Supply Unit eWXT			
51	Battery Charger eWXT/e3 100V – 240V			
52	Battery Charger eWXT/e3 12-24V			
53	LX Cross Ramming Claw			
54	LX Cut Glass Saw			
55	LX Ram C			
56	LX Ram T			
<b>HYDRAULIC SINGAL CORE RESCUE SET PETROL HYDRAULIC POWER PACK – HEAVY DUTY OR APPROVED EQUIVALENT</b>				
57	Hydraulic Spreader			
58	Hydraulic Hand Pump			

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Item no. as per the Pricing Schedule	Description as per the Pricing Schedule	Name of Supplier /Manufacturer	Date of Price List/Quotation upon which tender is based	Price List/Quotation Reference Number
59	Hydraulic Combi Tool			
60	Hydraulic Cutter			
61	Hydraulic Telescopic Ram, Medium			
62	Hydraulic Telescopic Ram, Large			
63	Petrol Driven Hydraulic Pump			
64	Support System LSS Set 2			
65	Sharp Edge Protection Cover Set			
66	Hydraulic Extension Hose Set			
67	Support System LSS Step Chock Set			
68	Support System LSS Support Block Set			
69	Rescue Platform			
70	Airbag Protection Device Set			
<b>PNEUMATIC EQUIPMENT</b>				
71	Pneumatic Hose 5 m compatible with 73 - 80			
72	Pneumatic Hose 10m compatible with 73 - 80			
73	Dual Deadman Controller compatible with items 71 and 72.			
74	Single Deadman Controller compatible with items 71 and 72.			
75	300 Bar Regulators			
76	Pneumatic Lifting Bag 5 Ton			
77	Pneumatic Lifting Bag 13 Ton			
78	Pneumatic Lifting Bag 35 Ton			



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Item no. as per the Pricing Schedule	Description as per the Pricing Schedule	Name of Supplier /Manufacturer	Date of Price List/Quotation upon which tender is based	Price List/Quotation Reference Number
79	Pneumatic Lifting Bag 64 Ton			
80	Pneumatic Low Pressure Lifting Cushion Set			
81	Lifting Bag Protective Pad Set			
<b>PUMPS</b>				
82	Lightweight Wildfire Portable Pump			
83	Basement Pump			
84	Floating Pump			
85	Portable Pump			
86	Portable Pump Small			
87	Compressed Air Foam System CAFS 300 (Mini CAFS)			
<b>POWER TOOLS</b>				
88	Carborandum Power Cutter Rescue Saw			
89	Chainsaw Timber			
90	Backpack Blower			
91	Positive Pressure Ventilator (PPV)			
92	Cordless Reciprocating Saw 36V			
93	High Capacity Battery 36V Li-ion			
94	Generator 2kVa			
95	Generator 5kVa			
96	Generator 12kVa			
97	Generator 50 kVa			
<b>CAMERAS</b>				
98	Fire Fighting Thermal Imaging Camera A			

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Item no. as per the Pricing Schedule	Description as per the Pricing Schedule	Name of Supplier /Manufacturer	Date of Price List/Quotation upon which tender is based	Price List/Quotation Reference Number
99	Fire Fighting Thermal Imaging Camera B			
<b>BED SET</b>				
100	Single Mattress			
101	Single Bed Base			
<b>MISCELANAEIOUS EQUIPMENT</b>				
102	Worklight			
103	SCBA Control Board			
104	Nameplates compatible with 103			
105	Breathing Apparatus Personal Line with Pouch			
106	Electronic Flow Meter			
107	Vehicle Tyre Inflation Unit			

11. **D: RATE OF EXCHANGE VARIATIONS FOR TENDERERS WHO ARE DIRECTLY IMPORTING THE PRODUCTS**

11.1 If the Contract price is subject to variations in **RATE OF EXCHANGE**, the tenderer SHALL complete the Table below, failing which no claim for contract price adjustment on the basis of rate of exchange variations will be granted. Only Contractors that are directly importing the goods may claim rate of exchange variations. Contractors must take out Forward Cover on each purchase order.

11.2 **Process to be followed when purchasing Forward Cover:**

- The company will request a quotation for Forward Cover from their Bank within 7 days from receipt of the purchase order. The Forward Cover quotation will be based on the date of purchase order and estimated date of entry into South Africa.
- Upon receipt of the quotation for Forward Cover from the bank, the service provider needs to forward the quote within **15 minutes** of receiving it from their banker to the CPA unit (e-mail address)
- This is to ensure that the time difference from **generation** of the quotation for Forward Cover to finalising the Forward Cover with the Bank is kept to a minimum due to the change in the **exchange rate throughout the day**.
- The CPA unit will forward the quotation to the City of Cape Town's Treasury Department immediately for their consideration and approval. The cut-off time for receipt of quotations for Forward Cover will be **14h00**. It must be **noted** that if this deadline will not be achieved, it is recommended that the quotation process be undertaken on the following day which should fall within the 7 days of receipt of the purchase order
- Once the Forward Cover quotation rate has been approved by Treasury, the service provider will then finalise the Forward Cover Contract with their Bank at the approved rate by Treasury for that Purchase Order and forward a copy of the contract to the Contract Manager.

11.3 On delivery of the product, the Contractor must submit the following documentation:

- The Bill of Lading/Waybill/Customs Invoice (clearly indicating the items as identified on the purchase order).
- Calculations detailing the difference in the rate of exchange based on the Forward cover contract obtained for the applicable purchase order and the date of tender. This must be submitted with a covering letter.
  - Exchange Rate on which tender is based: \_\_\_\_\_: 1 =
  - SA Rand: \_\_\_\_\_
  - Name of Bank: \_\_\_\_\_
  - Date of quoted rate of exchange: \_\_\_\_\_
  - Tenderer to indicate which documentation (Bill of Lading/Waybill/Customs Invoice) will be applicable: \_\_\_\_\_

11.4 If any other documentation other than these are applicable, the tenderer must clearly indicate so above

Item No.	Amount and denomination of foreign currency required (1)	Rate of exchange as at <b>14 days prior</b> to date of tender (2)	Equivalent in Rand of foreign currency content (columns 1&2) (3)	Amount of South African Content (4)	Total amount (equivalent in Rand of columns 3+4) (Excl. VAT) (5)
1					
2					

**TENDER NO: 281G/2022/23**

3					
4					

## Schedule 9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender **281G/2022/23 - SUPPLY VARIOUS FIRE FIGHTING EQUIPMENT TO THE FIRE AND RESCUE SERVICE OF THE CITY OF CAPE TOWN** 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 consortium<sup>1</sup> 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))

**(<sup>1</sup> 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 11: 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

<b>Schedule 12: Record of Addenda to Tender Documents</b>
---

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 13: Information to be provided with the tender**

The following information shall be provided with the Tender:


**2.2.1.1.7 Provision of Technical datasheets / Brocures / Certification**

Only those tenders submitted by tenderers who provided the various technical details and data required by the Technical Data Sheets and or brochures will be declared responsive.

CCT reserves the rights to request additional information via clarification on any of the itemns listed

Tenderers MUST submit technical datasheets and or brochures for each item tendererd for

**SIGNED ON BEHALF OF TENDERER:** .....

<b>TENDER DOCUMENT GOODS AND SERVICES</b>		 <div>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</div>	
<b>SUPPLY CHAIN MANAGEMENT</b>			
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TENDER NO: 281G/2022/23

**TENDER DESCRIPTION: SUPPLY VARIOUS FIRE FIGHTING EQUIPMENT TO THE FIRE AND RESCUE SERVICE OF THE CITY OF CAPE TOWN**

**CONTRACT PERIOD: FROM DATE OF COMMENCEMENT OF CONTRACT, NOT EXCEEDING 30 JUNE 2027**

## VOLUME 3: DRAFT CONTRACT

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

NATURE OF TENDER OFFER (please indicate below)	
<b>Main Offer</b> (see clause 2.2.11.1)	
<b>Alternative Offer</b> (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 5.8.3.3 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**

*Delete clause 7.1 to 7.4 and replace with the following:*

'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) Professional indemnity insurance providing cover in an amount of not less than R0 in respect of each and every claim during the contract period.

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 the OEM Manufacturer Guarantee linked to items or **six (6) months** 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:

- a) Consumer Price Index
- b) Supplier / Manufacturer Price List Variations
- c) 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 2.5% of the outstanding value for late delivery, subject to agreed upon negotiations (penalty value) with the appointed official**

- 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, 2<sup>nd</sup> 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.

**(8) GENERAL CONDITIONS OF CONTRACT**

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

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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](http://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,

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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 USED****FORM OF GUARANTEE / PERFORMANCE SECURITY****GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means: .....

Physical address of Guarantor: .....

"Supplier" means: .....

"Contract Sum" means: The accepted tender amount (INCLUSIVE OF VAT) of R .....

Amount in words: .....

"Guaranteed Sum" means: The maximum amount of R .....

Amount in words: .....

"Contract" means: The agreement made in terms of the Form of Offer and Acceptance for tender no \_\_\_\_:  
\_\_\_\_\_ and such amendments or additions to the contract as may be agreed in writing between the parties.

**PERFORMANCE GUARANTEE**

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Guarantee/Performance Security up to and including the termination of the Contract or the date of payment in full of the Guaranteed Sum, whichever occurs first.
3. The Guarantor hereby acknowledges that:
  - 3.1 any reference in this Guarantee/Performance to "Contract" is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
  - 3.2 its obligation under this Guarantee/Performance Security is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the City of Cape Town the sum due and payable upon receipt of the documents identified in 4.1 to 4.2:
  - 4.1 A copy of a first written demand issued by the City of Cape Town to the Supplier stating that payment of a sum which is due and payable has not been made by the Supplier in terms of the Contract and failing such payment within seven (7) calendar days, the City of Cape Town intends to call upon the Guarantor to make payment in terms of 4.2;
  - 4.2 A first written demand issued by the City of Cape Town to the Guarantor at the Guarantor's physical address with a copy to the Supplier stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum has still not been paid.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the City of Cape Town the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the City of Cape Town to the Guarantor at the Guarantor's physical address calling up this Guarantee / Performance Security, such demand stating that:
  - 5.1 the Contract has been terminated due to the Supplier's default and that this Guarantee/Performance Security is called up in terms of 5; or

5.2 a provisional or final sequestration or liquidation court order has been granted against the Supplier and that the Guarantee/Performance Guarantee is called up in terms of 5; and

5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the City of Cape Town shall upon the termination date of the Contract, submit an expense account to the Guarantor showing how all monies received in terms of this Guarantee/Performance Security have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee/Performance Security shall bear interest at the prime overdraft rate of the City of Cape Town's bank compounded monthly and calculated from the date payment was made by the Guarantor to the City of Cape Town until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. The City of Cape Town shall have the absolute right to arrange its affairs with the Supplier in any manner which the City of Cape Town may deem fit and the Guarantor shall not have the right to claim his release from this Guarantee /Performance Security on account of any conduct alleged to be prejudicial to the Guarantor.
10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
11. This Guarantee/Performance Security is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee / Performance Security shall be returned to the Guarantor after it has expired.
12. This Guarantee/Performance Security, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
13. Where this Guarantee/Performance Security is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at .....

Date .....

Guarantor's signatory (1) .....

Capacity .....

Guarantor's signatory (2) .....

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....



**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:**

ABSA Insurance  
Coface s.a.  
Compass Insurance Co.  
Constantia Insurance Co.  
Credit Guarantee Insurance Co.  
Guardrisk Insurance Co.  
Hollard Insurance Company Ltd.  
Infiniti Insurance Limited  
Lombard Insurance  
New National Assurance Co.  
Regent Insurance Co.  
Renasas Insurance Company Ltd.  
Santam Limited  
Zurich Insurance Co.

**(10) FORM OF ADVANCE PAYMENT GUARANTEE - NOT USED****ADVANCE PAYMENT GUARANTEE****GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means: .....

Physical address of guarantor: .....

"Supplier" means: .....

"Contract Sum" means: The accepted tender amount (INCLUSIVE of VAT ) of R .....

Amount in words: .....

"Contract" means: The agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Plant and materials" means: The Plant and materials in respect of which an advance payment prior to manufacture is required, which the City of Cape Town has agreed may be subject to advance payment, such Plant and materials being listed in the Schedule of Plant and materials.

"Schedule of Plant and materials" means: A list of Plant and materials which shows the value thereof to be included in the Guaranteed Advance Payment Sum.

"Guaranteed Advance Payment Sum" means: The maximum amount of R .....

Amount in words: .....

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Advance Payment Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Advance Payment Guarantee and up to and including the termination of the Contract or the date of payment in full of the Guaranteed Advance Payment Sum, whichever occurs first.
3. The Guarantor hereby acknowledges that:
  - 3.1 any reference in this Advance Payment Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
  - 3.2 its obligation under this Advance Payment Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the City of Cape Town the sum advanced to the Supplier upon receipt of the documents identified in 4.1 to 4.2:
  - 4.1 A copy of a first written demand issued by the City of Cape Town to the Supplier stating that payment of a sum advanced by the City of Cape Town has not been repaid by the Supplier in terms of the Contract ("default") and failing such payment within seven (7) calendar days, the City of Cape Town intends to call upon the Guarantor to make payment in terms of 4.2;
  - 4.2 A first written demand issued by the City of Cape Town to the Guarantor at the Guarantor's physical address with a copy to the Supplier stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 4.1 and the sum advanced has still not been repaid by the Supplier.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the City of Cape Town the Guaranteed Advance Payment Sum or the full outstanding balance not repaid upon receipt of a first written demand from the City of Cape Town to the Guarantor at the Guarantor's physical address calling up this Advance Payment Guarantee, such demand stating that:
  - 5.1 the Contract has been terminated due to the Supplier's default and that this Advance Payment Guarantee is called up in terms of 5; or

- 5.2 a provisional or final sequestration or liquidation court order has been granted against the Supplier and that the Advance Payment Guarantee is called up in terms of 5; and
- 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. The City of Cape Town shall have the absolute right to arrange its affairs with the Supplier in any manner which the City of Cape Town may deem fit and the Guarantor shall not have the right to claim his release from this Advance Payment Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
11. This Advance Payment Guarantee is neither negotiable nor transferable and shall expire in terms of 2, whereafter no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
12. This Advance Payment Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
13. Where this Guarantee/Performance Security is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at .....

Date .....

Guarantor's signatory (1) .....

Capacity .....

Guarantor's signatory (2) .....

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....

**(10.1) ADVANCE PAYMENT SCHEDULE - NOT USED**

This Advance Payment Schedule is to be read in conjunction with clause 16.6 in the SCC. The purpose of this schedule is to itemise specific plant and materials for which the CCT is prepared to make advance payment to the supplier, subject to the conditions below.

The items of plant and materials which have been identified by the CCT as being suitable for advance payment in terms of the Contract are listed in the table below. Should an item or items be added to the list at tender stage by a tenderer, such item(s) will not be binding on the CCT.

<b>Plant and materials which have been manufactured and are stored by the supplier</b>	<b>Plant and materials yet to be manufactured and for which a deposit with order is required from the supplier by a third party manufacturer/supplier, and which may be stored by the supplier:</b>
DRAFTER TO LIST: Steel gantries for overhead signage	Imported ductile iron pipes
Closed circuit television equipment for road traffic surveillance	Pipes and valves for large diameter pipelines
Precast concrete beams	

**Conditions:**

- 1) The supplier can only rely on advance payment being permitted by the CCT in respect of the plant and materials listed in the table above. The CCT may, however, permit advance payment for other plant and materials in exceptional circumstances and at its sole discretion, during the course of the Contract, and upon reasonable request from the supplier.
- 2) Advance payment for the purposes of deposits will only be provided up to a limit of [DRAFTER TO SELECT PERCENTAGE: %] of the value of any one item being claimed.
- 3) The supplier shall provide the CCT with documentary evidence of the terms and conditions for which a deposit with order is required by a third party manufacturer/supplier, together with the advance payment guarantee.
- 4) The supplier will also be permitted to obtain advance payment for the balance of the value of the plant and materials in respect of which he has paid a deposit, for an item which after manufacture is stored by the supplier. The supplier shall, in respect of such payment, provide an advance payment guarantee, either for such balance or, if the advance payment guarantee in respect of the deposit is to be returned by the CCT upon request, for the whole value of the item.

**(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 at .....on 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: 281G/2022/23**

**TENDER DESCRIPTION: SUPPLY VARIOUS FIRE FIGHTING EQUIPMENT TO THE FIRE AND RESCUE SERVICE OF THE CITY OF CAPE TOWN**

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)****13.1 Introduction**

This tender is for the supply and delivery of various fire fighting equipment and miscellaneous items for the Fire and Rescue Service of City of Cape Town, on an ad-hoc basis, for a period of 36 months from date of commencement of contract.

**13.2 Technical Item Specifications**

	Specifications	Comply Yes/ No	Commercial Offer
<b>EQUIPMENT</b>			
1	Bubble-cup tip singular unit type or approved equivalent Turbojet Nozzle of hard anodized aluminium alloy with pistol grip & top mounted shut-off control, fitted with 65 mm instantaneous couplings.		
2	High Pressure (40 bar) First Aid Reel Turbojet Nozzle of hard anodized aluminium alloy or approved equivalent with selectable flow rate, pistol grip, diffuser ring and top mounted shut-off control.		
3	Turbojet Nozzle of hard anodized aluminium alloy with pistol grip, difuser ring & top mounted shut-off control fitted, selectable flow rate range capabilities of approxamatly 110 to 480 lpm @ 4 BAR or approved equivalent, fitted with 65 mm instantaneous coupling.		
4	Straightbore CAFS (Compressed Air Foam System) Nozzle of hard anodized aluminium alloy or approved equivalent with pistol grip & top mounted shut-off control, fitted with 25mm Geko or equivalent coupling.		
5	Quad Stacked Tips Nozzle of hard anodized aluminium alloy or approved equivalent with Inlet coupling Style: Rocker Body size: 65mm Style: Smooth Bore Remote Control: No Conection Type NH Female Coupling Size: 65mm Coupling Swivel: Non-full time swivel Orifice of various sizes: approximate 35mm, 38mm, 44.5mm, 52mm		
6	Multi Purpose Hand Control Branch of hard aluminium alloy or approved equivalent with Geko or equivalent coupling and jet, spray and shut-off function selection of light alloy nozzle with: Hose tail diameter 25mm Diameter of outlet: 4 mm		
7	Multi Purpose Hand Control Branch of hard aluminium alloy or approved equivalent with 65mm instantaneous coupling and jet, spray and shut-off function selection of light alloy with: Diameter of outlet 16mm Jet flow @ 6.9 bar 130l/min and discharge range approximately 21m+ Spray flow rate @ 6.9 Bar 132l/min and discharge range approximately 14m+		
8	Watercurtain Nozzle or approved equivalent with body cast, shield and adapter forged in aluminium alloy with 65mm instantaneous		

	male coupling. Throw height @ 5 bar: $\pm 7\text{m}$ Throw width @ 5 bar: $\pm 27\text{m}$ Minimum Flowrate @ 5-7 bar: $\pm 800$ to $1400$ l/min Weight approximately $3.2\text{kg}$		
9	Extinguishing Lance Piercing Nozzle of stainless steel with $120$ degree spherical diffuser head, shut-off valve and $65\text{mm}$ instantaneous male coupling. Output: $\pm 560$ l/min @ $7$ BAR Minimum Length: $900$ cm Weight approximately $8.3\text{kg}$ to $8.8\text{kg}$		
10	False Spindle Large of iron or approved equivalent with male square tapered outer top spine and square female bottom internal opening to fit City of Cape Town underground fire hydrant.		
11	False Spindle Small of iron or approved equivalent with male square tapered outer top spine and square female bottom internal opening to fit City of Cape Town underground fire hydrant.		
12	$25\text{mm} \times 30\text{m}$ High Pressure Hose $20$ Bar of wire reinforced rubber without coupling		
13	$19\text{mm} \times 30\text{m}$ High Pressure Hose $20$ Bar of wire reinforced rubber without coupling		
14	$4$ m x $65$ mm Reinforced / armoured PVC Suction Hose fitted with $65$ mm female camlock aluminium quick connect coupling.		
15	Standpipe Extensions of aluminium with LRT $65\text{mm}$ round thread, male at top and female bottom, $600$ mm long and compatible with City of Cape Town underground fire hydrant or approved equivalent.		
16	Standpipe of aluminium with LRT $65\text{mm}$ round thread female bottom, $900$ mm long, fitted with single swivel head with $65\text{mm}$ female instantaneous coupling, and compatible with City of Cape Town underground fire hydrant or approved equivalent.		
17	Hydrant Key with Bar, two piece set of aluminium with bar length of approximately $600\text{mm}$ and end cap on one end, bar storage resses within key, key of approximately $900\text{mm}$ long with square female spindle at bottom and compatible with City of Cape Town underground fire hydrant or approved equivalent.		
18	Hydrant Key Extension of aluminium of approximately $600\text{mm}$ to $800\text{mm}$ long with square female spindle at bottom, square tapered male spindle at top and compatible with City of Cape Town underground fire hydrant or approved equivalent.		
19	Portable in-line Foam Inductor of highly durable and corrosion resistant hard aluminium alloy or approved equivalent, capable of constant flow proportioning to deliver $450\text{lpm}$ @ $7$ BAR inlet working pressure with induction percentage selector of variable range $1\%$ to $6\%$ and suitable for FFFP, AFFF and AR-AFFF foam concentrates and $65$ mm male and female instantaneous couplings. Inclusive of detachable concentrate pickup tube of reinforced PVC, minimum $1000\text{mm}$ in length with aluminium end tube. Colour yellow		
20	Foam Branchpipe $450$ model low expansion air aspirating or equivalent, capable of flowing $450\text{lpm}$ @ $7$ BAR working pressure, of light alloy or stainless steel with minimum one operating handle and $65\text{mm}$ male instantaneous coupling. Colour yellow or polished stainless steel.		
21	Portable High Expansion Foam Generator powered by maintenance		



	free water turbine. Dual use type; can be used as smoke extractor as well. Approximate requirements: Max foam expansion: 1200x Max foam output: 200 m3/min Smoke extraction: @ 4,2 bar – airflow 185 m3/min @7,1 bar – airflow 240 m3/min @ 8 bar – airflow 285 m3/min With 65mm instantaneous coupling and minimum 7.5m smoke trunking and 30m polyethylene exhaust ducting included.		
22	Cylindrical Suction Barrel strainer of aluminium alloy or equivalent with: Female aluminium 140mm LRT Minimum 410mm perforation length Minimum 170mm perforation diameter Maximum 170mm perforation hole size Minimum 9mm perforation pitch		
23	Basket / Wicker Strainer to fit over minimum 140mm and maximum 150mm cylindrical suction strainer.		
24	65 mm Shut-off Dividing breechings of light aluminium alloy fitted with two ball valve and one male and two female 65mm instantaneous couplings.		
25	65 mm Collecting breeching of light aluminium alloy fitted with one female and two male 65mm instantaneous couplings.		
26	Ceiling Hook Pike Pole with GRP synthetic handle of approximately 2400mm in length, diameter of approximately 35mm to 38mm and fitted with spike and hook style tip.		
27	Haligan Tool or approved equivalent of drop forged high carbon heat treated and zinc plated steel, single piece drop forge construction, total length approximately 915mm with Adze and pick end and ±150mm fork.		
28	Denver (TNT) Multipurpose 5 in 1 Tool or approved equivalent of high carbon heat treated steel with powder coat paint and 870mm to 890mm solid fiberglass yellow handle. Length overall approximately 1000mm to 1020mm Weight 6kg to 6.5kg		
29	Pick Head Axe of high carbon steel blade with approximately 120mm cutting edge and pick spike with hardwood handle 850mm to 900mm long. Weight 2,5kg to 3kg		
30	Pry Axe Multipurpose tool of electroless nickel plated drop forged high carbon alloy steel with top cut blade and pike, non-slip molded rubber over steel handle, locking lever and stainless steel standard claw. Pry-axe sheath included. Weight 3kg to 3.3kg Length approximately 450mm to 470mm when closed and 700mm to 730mm when extended.		
31	Fire Brigade Hatchet with pickhead and blade made of high tensile steel, handle of approximately 330mm, grip covered with synthetic rubber for good shock absorption, include nylon webbing belt holder sheath. Weight 1kg to 1.3kg		
32	Sapine Cutting Tool with hardwood handle of 900mm to 950mm long		

33	125 mm FR to 65 mm instantaneous coupling Adaptor of light aluminium alloy, with 65mm blank cap and fitted with internal non return valve.		
34	Rubber Moulded Hose Ramps, two tray design with rubber interlinks, supplied 4 per set.		
35	Roof Ladder of aluminium, exclusively for fire department use, free of any welding. Reinforcing brace between hooks, with high strength steel butt spurs and rounded aluminium end caps. Replaceable rungs without the need for welding. Equipped with the serial number machine stamped on a stainless-steel plate and riveted onto ladder and necessary warning, instruction, length indication and cautions labels affixed. NFPA 1931 approved. Length not to exceed 440cm, width not to exceed 50cm, banking thickness not to exceed 8cm, weight not to exceed 22kg.		
36	Extension Ladder – Two-Section of aluminium, exclusively for fire department use, free of any welding. High strength steel butt spurs and rounded aluminium end caps. Replaceable rungs without the need for welding. Equipped with the serial number machine stamped on a stainless-steel plate and riveted onto ladder and necessary warning, instruction, length indication and cautions labels affixed. NFPA1931 approved. Fitted with an oversized 56mm to 58mm pulley and minimum diameter of 14mm, 3-stand braided natural fiber halyard Extended length not to exceed 735cm. Closed length not to exceed 440cm. Width not to exceed 55cm, banking thickness not to exceed 15cm. Weight not to exceed 36kg.		
37	Extension Ladder – Three-Section of aluminium and fitted with Stay Poles, exclusively for fire department use, free of any welding. High strength steel butt spurs and rounded aluminium end caps. Replaceable rungs without the need for welding. Equipped with the serial number machine stamped on a stainless-steel plate and riveted onto ladder and necessary warning, instruction, length indication and cautions labels affixed. NFPA1931 approved. Fitted with an oversized 56mm to 58mm pulley and minimum diameter of 14mm, 3-stand braided natural fiber halyard. Extended length not to exceed 1070cm. Closed length not to exceed 490cm. Width not to exceed 70cm, banking thickness not to exceed 23cm. Weight not to exceed 90kg.		
38	British/European Type Three-Section Extension Ladders ( <b>compatible</b> with current Lakon ladders as used within the Fire Service) Lightweight rigid construction, complies with the requirements of BS EN 1147 and are 3 person rescue rated. . Construction & Maintenance: Riveted truss construction high in strength whilst light in weight of high tensile aluminium extrusions. Specifications & Use: Compliant with BS EN1147:2010 standard. Dimensions: Extended length of the: 13.5m to 14.1m (464) (46'-4") Closed length is 5.8m (19'-1") Overall width is 800mm (2'-8") Depth is 243mm (9.5") Weight is 96kg (211 lbs.)		
39	Three-in-One Step / Extension Ladder SABS compliant or approved equivalent heavy duty aluminium, two section push-up type single lean-to ladder with stabilising bar fitted to heel and ability to split into A-frame, with maximum 8 rungs per base / fly section spaced at no		

	more than 310mm, two rung extended overlap and two safety locks, with minimum 25mm nylon webbing retaining straps. Extended length not to exceed 425cm. Closed length not to exceed 249cm. Weight not to exceed 12kg Safe working load of no less than 110kg		
40	Three-Way Collecting Head with 125 mm FR to 3x 65 mm instantaneous coupling of light aluminium alloy, with 3x 65mm blank caps and fitted with internal non return valves.		
41	Wildland Fire Tool - Pulaski or approved equivalent axe blade combined with adze-end grub hoe head of alloy tool steel, no longer than 338mm and maximum weight of 3 kg overall, with hardwood handle 900mm to 920mm in length.		
42	Forester Rake Hoe or approved equivalent of hardened and tempered steel head with approximate measurement width 270mm and maximum weight of 1.5kg, with hardwood handle of diameter between 30mm to 34mm and length of approximately 190cm to 215cm.		
43	Petrol / Oil Combi Can or approved equivalent, SABS approved for combustible liquids, made from a durable material with fuel capacity between 4 litres and 6 litres, with 2 <sup>nd</sup> tank capacity maximum 2 litres. Pouring spouts incorporated into closing lids.		
44	Electrical Extension Cord, minimum 30 meter length cable with minimum current capacity of 15 amps on steel drum and frame with 2x 3-point electrical outlets fitted in the steel drum or approved equivalent. 3-Point plug fitted.		
45	Coupling Spanner of malleable cast iron, compatible with STORZ couplings or approved equivalent. Weight: between 0.25kg to 0.28kg		
46	Wheel Chocks of steel especially developed for vehicle winching operations up to 65kN traction In compliance with DIN 14584 Made of steel sheet, foldable design, heavy duty type Bottom part with teeth for increased ground friction Weight: approximately 11kg to 12kg		
47	Knapsack Tank with capacity of 18 litres, flexible back pack water extinguisher of thermo welded canvas reinforced construction with synthetic yarns, double bottom, reinforcement and inner breakwater divisions and central hand strap and shoulder straps. Approximate dimension 490mm x 650mm, inlet diameter 100mm with watertight cap. Fitted with two stroke piston pump action nozzle with screen on suction inlet and adjustable nozzle with approximate reach: Straight stream > 8m; Fog > 3m and Flow rate: 120cc/stroke		
48	9AH High Performance Battery suitable as replacement of existing batteries and to fit chargers currently in service. Dimensions: 176 x 97 x 89mm Capacity: 9.0 Ah Charging Time: 2,5 Std Weight: 1,6 kg Nominal Voltage: 25,2 VDC Protection Class: IP 68		
49	9AH Salt Water Battery suitable as replacement of existing batteries and to fit chargers currently in service. Dimensions: 176 x 97 x 89 mm Energy: 227 W		

	Capacity: 9.0 Ah Charging Time: 2,5 Std Weight: 1,6 kg Nominal Voltage: 25,2 VDC		
50	Power Supply Unit ( <b>compatible</b> with eWXT) suitable as alternative to existing batteries and chargers currently in service. The mainsconnector/power supply is a special switch power pack, used in place of the battery of a power tool. Low voltage source, with parameters matching those of the 25,2V battery. The switch power pack is designed for a power electric tool that works in the intermittent operation. Technical Data Rated Voltage: 25,2V Operating temperature: -20°C bis +45°C Input voltage: 220-240V : 50-60 Hz Storage temperature: -20°C - 60°C Output: max. 1400W Weight: 3,25 kg Protection class: IP 67		
51	Battery Charger eWXT/e3 100V – 240V compatible with existing batteries currently in service. Battery capacity: 5,0 Ah bzw. 9,0 Ah Output voltage: 28,8 V Operating temperature: -20 degree Celsius bis + 40 degree Celsius Input voltage: 100 – 240 V AC; 50 – 60 Hz Charge current: 4 A Output: max 150 W Length of power cord: 1,8m Weight: 0,75 kg Protection Class: IP 20		
52	Battery charger eWXT/e3 12-24V compatible with existing batteries currently in service. Battery capacity: 5,0 Ah bzw 9,0 Ah Battery Version 1 (5,0Ah): 25.2V DC7S2P, Version 2 (9,0 Ah): 25.2V DC7S3P Output voltage: 21 – 29 V Input voltage 12 – 24 V Charge current: 4A Output: Max 150 W Length of power cord: 2 m Weight: 0.69 kg Protection class: IP 20		
53	Ramming Claw or approved equivalent compatible with existing hydraulic rescue equipment currently in service and designed to support "CrossRamming". Claws on both sides, red color scheme with two different sizes within set, consisting of a large (L) and a small claw (S). Both types with a deformation force of no less than 39 tons.		
54	Glass Saw or approved equivalent with robust design intended for cutting laminated safety glass. Weight: 0,7 kg		
55	Ram C or approved equivalent intended for stable and non-slip support bearing, adaptable to the respective vehicle type and used for all sill heights between 140 and 250 mm. Height: 130 mm Weight: 12,1 kg Nominal load: 135 kN		
56	RAM T or approved equivalent support for both vertical and horizontal positions with three fully loadable abutments for three different support widths. Dimensions: 470 x 167 x 191 mm Weight: 7,7 kg Nominal load: 269 kN		

**HYDRAULIC SINGAL CORE RESCUE SET PETROL HYDRAULIC POWER PACK – HEAVY DUTY OR APPROVED EQUIVALENT**

57	Hydraulic Spreader with spreading travel allowing wide range of applications. Shark-Tooth-Tips for excellent grip on the material that prevent slipping. Maximum operating pressure 700 bar or approved equivalent. Fitted with a star grip controller for opening and closing. Approximate requirements for specification range: Spreading Force: 63 to 600kN Tip Opening: 813mm Crushing Force: 122kN Pulling Force: 60kN Pulling Travel: 655mm Dimensions: 898mm x 309mm x 202mm Weight: 19.7kg EN Classification: BS 63 813-19.7		
58	Hydraulic Hand Pump to act as back-up to power rescue equipment, or approved equivalent. Approximate requirements for specification range: Dimensions: 655 x 200 x 160 mm Delivery rate low-high pressure: 17 cm <sup>3</sup> - 1,55 cm <sup>3</sup> filling capacity: 2,4 l Weight: 9,8 kg Oil volume: 1,8 l		
59	Hydraulic Combi Tool, with expansive spreading and cutting capability. Maximum operating pressure 700 bar. Fitted with a star grip controller for opening and closing. Approximate requirements for specification range: Cutting Force: Up to 885kN Cutting Round Steel: Up to 40mm Spreading Force: 43 to 1,150kN Spreading Travel: 430mm Pulling Force: 94kN Pulling Travel: 340mm Dimensions: 876mm x 301mm x 206mm Weight: 20.7kg NFPA Cutting Classes: A8/B9/C8/D9/E9/F5 EN Classification: CK 42/475-J-20.7 EN Cutting Capacity: 1J-2K-3K-4K-5K		
60	Hydraulic Cutter with ergonomic cutting blade design. Maximum operating pressure 700 bar or approved equivalent. Fitted with a start grip controller for opening and closing. Approximate requirements for specification range: Cutting Force: Up to 1,310kN Cuts Round Steel: Up to 45mm Blade Opening: 204mm Dimensions: 828mm x 291mm x 194mm Weight: 21.3kg NFPA Cutting Rating: A9/B9/C9/D9/E9/F5 EN Classification: CC 200 K-21.3 EN Cutting Capacity: 1K-2K-3K-4K-5K		
61	Hydraulic Telescopic Ram, Medium with maximum operating pressure 700 bar or approved equivalent. Fitted with a start grip controller for opening and closing. Approximate requirements for		

	<p>specification range:</p> <p>Total Stroke: 875mm</p> <p>Piston Stroke, Piston 1: 445mm</p> <p>Piston Stroke, Piston 2: 430mm</p> <p>Lifting Force, Piston 1: 269kN</p> <p>Lifting Force, Piston 2: 134kN</p> <p>Retracted Length: 625mm</p> <p>Extended Length: 1,500mm</p> <p>Dimensions: 625mm x 112mm x 221mm</p> <p>Weight: 21.0kg</p>		
62	<p>Hydraulic Telescopic Ram, Large with maximum operating pressure 700 bar or approved equivalent. Fitted with a start grip controller for opening and closing. Approximate requirements for specification range:</p> <p>Total Stroke: 820mm</p> <p>Piston Stroke, Piston 1: 295mm</p> <p>Piston Stroke, Piston 2: 280mm</p> <p>Piston Stroke, Piston 3: 245mm</p> <p>Lifting Force, Piston 1: 269kN</p> <p>Lifting Force, Piston 2: 134kN</p> <p>Lifting Force, Piston 3: 39kN</p> <p>Retracted Length: 475mm</p> <p>Extended Length: 1,295mm</p> <p>Dimensions: 475mm x 112mm x 221mm</p> <p>Weight: 17.7kg</p>		
63	<p>Petrol Driven Hydraulic Pump with Twin Hose Reels for single core hydraulic hoses or approved equivalent</p> <p>Engine: 4-stroke petrol engine</p> <p>Connection: 2 Tools</p> <p>Operation: 2 Tools</p> <p>Turbo Function: Standard</p> <p>Approximate requirements for specification range:</p> <p>Maximum Output: 2.4kW</p> <p>Maximum Operating Pressure: 700 bar</p> <p>Delivery Rate Low/High Pressure: 2 x 3.0 – 2 x 0.79l/min</p> <p>Turbo Delivery Rate Low/High Pressure: 1 x 5.8 – 1 x 1.53l/min</p> <p>Useable Oil Quantity: 5L</p> <p>Dimensions: 798mm x 440mm x 600mm</p> <p>Weight: 72.7kg</p> <p>Hose Length: 2 x 20m Double Hose</p> <p>Certification: EN 13204, NFPA 1936</p>		
64	<p>Vehicle Stabilisation (Cribbing) Set support system for safe stabilizing of vehicles and supporting of lifted loads during rescue operations. Able to prevent further movement of vehicle/s during the rescue. Approximate requirements for specification range:</p> <p>4x Block 9 x 9 x 1 in. / 230 x 230 x 25 mm</p> <p>4x Block 9 x 9 x 2 in. / 230 x 230 x 50 mm</p> <p>4x Block 9 x 9 x 3 in. / 230 x 230 x 75 mm</p> <p>4x Wedge 9 x 3 x 3.1 in. / 230 x 75 x 80 mm</p> <p>4x Wedge 9 x 6 x 3.1 in. / 230 x 150 x 80 mm</p>		
65	<p>Sharp Edge Protection Cover Set or approved equivalent to effectively protect the rescue team from injuries at sharp points. Ability to slip protective covers onto cut ends of vehicle pillars and</p>		

	securely fastened with Velcro. One set must be able to cover the long side of a vehicle and a roof edge. Minimum contents of set: 1 large protective cover 1 small protective cover 2 protective bags 1 carrier bag Weight: 4 kg		
66	Hydraulic Extension Hose Set in lengths of 5m, 10m and 15m with compatible connection couplings fitted with protective caps. Equipped with anti-kink protection.		
67	Vehicle Stabilisation (Cribbing) Set - Step Chock Set or approved equivalent that allows for safe stabilizing of vehicles and supporting of lifted loads during rescue operations. Minimum contents of set: Step chock 27x 690 x 150 x 276 mm Keg 9x 230 x 120/57 x 120 mm		
68	Vehicle Stabilisation (Cribbing) Set - Support Block Set or approved equivalent allowing for safe stabilizing of vehicles and supporting of lifted loads during rescue operations. Dimensions: 690 x 230 x 75 mm Weight: 6,7 kg		
69	Rescue Platform of aluminium or approved equivalent, platform equipped with a foldable ladder on each end with adjustable feet which can be used to level out uneven surfaces. A guardrail can be inserted on both sides of the basic platform. Approximate requirements for specification range: Load capacity: 500 kg Weight: 49 kg Foot extension: max. 200 mm Platform size: 1770 x 850 mm Platform height: 0,8 - 1,4 m Step load: max. 150 kg		
70	Airbag Protection Device Set consisting of 2 devices: One for light vehicles: to fit steeringwheel size 35 – 39 cm One for heavy vehicles: to fit steeringwheel size 40 – 45 cm To protect driver, passenger and emergency crew against late deploy of air bags		
<b>PNEUMATIC EQUIPMENT</b>			
71	Pneumatic Hose 5 m with pneumatic couplings compatible with items 73 - 80		
72	Pneumatic Hose 10 m with pneumatic couplings compatible with items 73 - 80		
73	Dual Deadman Controller for high pressure lifting bag Dual operationing: inflates and deflates lifting bags with safety pressure release automatic valve Dead man safety system controller switches and 2 Bag Pressure Gauges; inclusive of receiving and supply male and female pneumatic airline hose connections compatible with items 71 and 72.		
74	Single Deadman Controller for high pressure lifting bag Operations Inflates or deflates, with Lifting Bags Safety Pressure release automatic valve and Dead man safety system Bag Pressure Gauge inclusive of receiving and supply male and female pneumatic airline hose connections compatible with items 71 and 72.		

75	<p>300 Bar Regulators pressure reducer with connection compatible to existing connector port of SCBA cylinders within service and Items 71 through 74.</p> <p>Reduce pressure from 300 Bar to operating pressure with max 12 Bar outlet pressure.</p> <p>Indicates Cylinder Pressure, Operating Pressure and allow to adjust operating pressure, suitable for 300 bar operating pressure.</p> <p>Complete with 2 m pneumatic air hose and connector.</p>		
76	<p>Pneumatic Lifting Bag maximum lifting capacity 5 Ton</p> <p>All equipment to be pressure rated, conforming to the NFPA or EU Standards on pneumatic equipment, NFPA or EN 13731 approved Certification / Test results compliant with EN 13731 or NFPA</p> <p>At least 2 year warranty</p> <p>Three layer Aramid / Kevlar reinforcement or approved equivalent non slip surface profile, recessed air inlet and high visibility markings.</p> <p>Maximum insertion height of 3 cm, maximum lifting height 137mm, item dimensions 254 x 254 x 19mm</p> <p>Operating Pressure: approximately 10.3 bar</p>		
77	<p>Pneumatic Lifting Bag maximum lifting capacity 13 Ton</p> <p>All equipment to be pressure rated, conforming to the NFPA or EU Standards on pneumatic equipment, NFPA or EN 13731 approved Certification / Test results compliant with EN 13731 or NFPA</p> <p>At least 2 year warranty</p> <p>Three layer Aramid / Kevlar reinforcement or approved equivalent non slip surface profile, recessed air inlet and high visibility markings.</p> <p>Maximum insertion height of 3 cm, maximum lifting height 206mm, item dimensions 381 x 381 x 22mm</p> <p>Operating Pressure: approximately 10.3 bar</p>		
78	<p>Pneumatic Lifting Bag maximum lifting capacity 35 Ton</p> <p>All equipment to be pressure rated, conforming to the NFPA or EU Standards on pneumatic equipment, NFPA or EN 13731 approved Certification / Test results compliant with EN 13731 or NFPA</p> <p>At least 2 year warranty</p> <p>Three layer Aramid / Kevlar reinforcement or approved equivalent non slip surface profile, recessed air inlet and high visibility markings.</p> <p>Maximum insertion height of 3 cm, maximum lifting height 330mm, item dimensions 610 x 610 x 22mm</p> <p>Operating Pressure: approximately 10.3 bar</p>		
79	<p>Pneumatic Lifting Bag maximum lifting capacity 64 Ton</p> <p>All equipment to be pressure rated, conforming to the NFPA or EU Standards on pneumatic equipment, NFPA or EN 13731 approved Certification / Test results compliant with EN 13731 or NFPA</p> <p>At least 2 year warranty</p> <p>Three layer Aramid / Kevlar reinforcement or approved equivalent non slip surface profile, recessed air inlet and high visibility markings.</p> <p>Maximum insertion height of 3 cm, maximum lifting height 1432mm, item dimensions 812 x 812 x 25mm</p> <p>Operating Pressure: approximately 10.3 bar</p>		
80	<p>Pneumatic Low Pressure Lifting Cushion Set</p> <p>Consisting of:</p> <p>2x 11.9 ton lifting bag cushions</p> <p>1x Cushion carry case</p> <p>1x Dual controller with gauges and safety relief valves at 1 BAR</p>		



	<p>1x 300 Bar Regulators pressure reducer with connection compatible to existing connector port of SCBA cylinders within service.</p> <p>2x Air hose maximum 25mm x 6m red and blue colour</p> <p>1x Air hose maximum 9.5mm x 5m black colour</p> <p>1x repair kit</p> <p>Technical features:</p> <p>Pressure relief valve on cushions and control valve</p> <p>Cushion rated lifting capacity of minimum 11 ton with maximum diameter of 125cm and 12cm deflated height. Inflated height of no less than 95cm using maximum 3020 cubic litres of air. Cushion weight maximum 26kg.</p> <p>Interior reinforcing to maintain flat lift surface for lift force direction</p> <p>Quick connect pneumatic couplings with locking ring</p> <p>Positioning handles on cushions</p> <p>Cushion contact area diameter to exceed lifting height</p> <p>Operating pressure of 1 BAR</p>		
81	<p>Lifting Bag Protective Pad Set of durable plastic / rubber, consisting of top and bottom pads, to protect high pressure lifting bags from rough surface when in use, with grab handles, molded crosshairs to bag centres and aggressive interlocking pyramid design for stability. Top pad flexible to conform to irregular surfaces.</p> <p>Dimensions approximately: 61 x 61 x 5 cm (Bottom); 46 x 46 x 2 cm (Top)</p> <p>Weight: Bottom – minimum 17 kg; Top minimum 5.5 kg</p>		
<b>PUMPS</b>			
82	<p>Lightweight Wildfire Portable Pump complete with armoured / reinforced 5m x 50mm PVC suction hose with strainer and foot valve and 65mm outlet.</p>		
83	<p>Basement Pump</p> <p>220 Volt Electrical pump with dry run protection switch and self primer</p> <p>Outlet fitted with 65mm female instantaneous coupling.</p> <p>Able to deliver 300l/min at a 12m head, of Stainless steel or steel alloy material with 5m electrical cord and SA compatible and fitted plug.</p>		
84	<p>Floating Pump</p> <p><u>General Engine Specifications:</u></p> <p>Four stroke petrol driven motor, Recoil starter, Petrol tank fitted with capacity no less than 3 litres and On/Off switch fitted</p> <p><u>General Pump Specifications:</u></p> <p>Minimum 800l/min</p> <p>Open cast iron impeller able to handle dirty water</p> <p>Replaceable steel galvanised wear plate</p> <p>Aluminium / steel clip on strainer with fine screen</p> <p>65mm suction inlet female national standard thread</p> <p>65mm delivery outlet male national standard thread</p> <p>Shallow water drafting to not greater than 40mm</p> <p>Directly mounted to petrol 4 stroke motor</p> <p>Must have carry handles fitted for the carrying of the pump</p> <p>Must have a dryweight not more than 35kg</p> <p>Metric dimensions maximum 1.2m x 0.7m x 0.6m</p> <p>Independent throttle fitted to engine governor that should no water flow be detected the engine will be brought to idle or stop</p> <p>The system must be able to protect the pump, pump seals and other</p>		

	<p>mechanical seals from damage of the pump running dry</p> <p><u>General Float Construction:</u></p> <p>Durable Polyethylene</p> <p>Lightweight</p> <p>UV Resistant</p> <p>Perfect balance provided to pump</p>		
85	<p>Portable Pump with minimum flowrate of 1300 l/min @ 7 BAR or equivalent.</p> <p>Light weight (<math>\pm 129</math>kg) portable fire or industrial pump, combines high pressure fire fighting performance with compact design. Be easily carried by two people and operated by one. Electric start and rotary vane priming, Driven by approximately 37 hp (28 kW) air-cooled petrol engine for lightness and reliability, with "V" twin, overhead valve configuration to reduce vibration and provide excellent economy. Robust cast pump casings to allow for substantial input pressures from hydrants or relay pumps without damaging the pump. Able to provide 1,300 l/min with three 400 l/min hand lines. Able to provide <math>\pm 1,800</math> l/min of salvage flow.</p> <p>Approximate requirements for specification range:</p> <p>Light weight "V" twin, low vibration, air-cooled 37 hp petrol engine; 12v electric start and emergency hand start; 12 litre fuel tank capacity, (1½ hours at maximum power); fast and simple priming – 3m under 10 seconds; Grade 304 stainless steel frame and fabricated components; Grade 6061 light alloy corrosion resistant pump body and impeller heat treated to T6; Glycerine filled compound and output pressure gauge; Electrical power output/input charging point; Dual 65mm outlet valve;</p> <p>Engine: "V" twin air-cooled, electronic fuel injection, overhead valve. Maximum output 37 hp @ 3600 rpm. 57 cu. In. (993cc) displacement, 4 cycle. Full pressure lubrication. Cooling Forced ventilation, ducted path crankshaft driven fan with phased fins. Ignition Contact free high voltage ignition. Splash protected. Electrical 12v negative earth system with internal 20 amp engine driven alternator. 2 pin power outlet socket for auxiliaries (max current ~ 16 amps continuous, less engine ignition requirement). Battery 30 amp/hour light weight lead acid sealed unit – vibration and tilt resistant. Starting 12v electrical permanently engaged starter. Hand pull emergency start facility. Angle of operation 15° maximum from horizontal in any plane. Exhaust Steel silencer arranged to direct exhaust gas away from the operators position. Ambient Temperature range Full power continuous operation -30°C (-22°F) to +38°C (100°F).</p> <p>Emissions Complies fully with: EPA standard (Environmental Protection Agency - USA) • ECVCA (UK Vehicle Certification Agency) Certificate of Conformity to European Directive 97/68/EC, amended by 2002/88/EC Sound levels 90 dB at 7 bar outlet pressure (provisional). Standards and approvals The LWA1300 portable pump is manufactured to comply with EN 14466 and the performance criteria of EN1028.</p> <p>Frame: Corrosion resistant 304 grade stainless steel outer frame and fabricated components, graphite resin bonded frame base and fibre-glass cowl with integral instrument panel. 4 x stainless steel fold away carrying handles with rubber grips lockable into position. Pump Corrosion resistant light alloy body and impeller cast from 6061 grade</p>		

	<p>aluminium heat treated to level T6. Maintenance free, spring loaded, carbon-faced/ceramic shaft seal. Drain point. Pump pressure rating Pump housing designed to withstand 1½ maximum working pressure and to accept input pressures from hydrants or relay pumps. Priming Fast and effective priming is provided by the simple to operate push button, dry sliding vane type primer. The pump will prime 3m under 10 seconds and to a maximum of 7.2 metres. Fuel tank 12 litre. Inlet Standard - 100mm (4") British Standard round thread - male connection. Outlet Twin outlets with manual globe valves. Standard - 2½" BS336 instantaneous female couplings. Instrumentation Inlet glycerine filled compound gauge, 64mm Ø, scale -1 to +9 bar. Outlet glycerine filled pressure gauge, 64mm Ø, scale 0 to 25 bar. Engine hour run meter. Fuel gauge. Oil pressure gauge. Volt meter. Flexible halogen night light. In/out 12v electrical point for charging/ operating accessories.</p>		
86	<p><b>Portable Pump Small</b>  <b>Features &amp; Benefits</b>          Driven by a 250cc to 400cc or approved equivalent engine fitted with an electric start. Heavy duty wide vane impeller or longer life, improved performance and easier cleaning in the case of blockage. Twin impeller design provides the versatility of high flow rates with strong pressure. Thrust balanced impeller design to extend engine life. Pump casing, diffusers and impellers manufactured from quality corrosion resistant marine grade aluminium for long life. 3-Way discharge port for easy installation with a choice of plumbing sizes. Polyester coated pump casing, exterior and interior, for added corrosion resistance. Self priming from 6m for more versatile installation options. Patented floating impeller neckrings front and back. The front neckring helps improve pumping efficiency, the back neckring helps extend seal life and dramatically reduce engine wear. Huge 1½" priming port for extra quick filling. Large drain port with bayonet fit plugs. Plugs have safety retention system. Low-oil protection on all models - engines won't start or run if oil level is inadequate, thus protecting your engine. All engines feature cast iron cylinder bore for long life. Electric starter (12Vac 30Amp hour battery and leads required) and recoil starter fitted.</p> <p>Flow capacities to 680 lpm Maximum total head 120m Maximum suction lift 7m Maximum water temperature 50°C Minimum water temperature 1°C Maximum casing pressure 1600kPa Minimum suction pipe size 2" Suction pipe strainer Required Inlet size* 2" BSP(M) Outlet sizes^ 1 x 2" BSP(M) 2 x 1" BSP(M) Priming port* 1 x 1 1/2" BSP(M)</p> <p>Engine Twin Stage "Out of box" governed max engine speed @ no load 3600rpm Displacement (cc) 270 389 Fuel tank (litres) 5.3 6.1 Approx. fuel consumption @ full load @ 3600rpm 2.4 3.5 Running time per tank @ full load @ 3600rpm 1.9 2.0 Oil capacity (litres) 2.2 1.7 Spark arrestor Yes dBa @ 3600rpm @ full load 79 @ 7m 78 @ 7m</p>		
87	<p><b>Compressed Air Foam System CAFS 300 (Mini CAFS)</b>          Self-contained slip-on/ slip-off CAFS unit          All components are contained inside a fully enclosed cabinet, mounted on a sturdy base frame.          A rear facing control panel contain all the control elements for engine</p>		

	<p>start-up, pressure monitoring, foam activation and foam selection.  All service parts accessible through bolt-off inspection panels.  Approximate requirements for specification range:  Primary waterpump: Davey Twin Standard or approved equivalent 40mm centrifugal water pump.  Foam discharge: 375 – 400 lpm @ 7 bar using 25mm lay-flat hose and a smooth bore nozzle.  Foam induction: 0,05% - 3,75%  Foam/ Flow selection: Selection of wet or dry foam  Water discharge/ flow rate: From 25lpm (dry foam) to 150 lpm (Wet foam)  Unit can also be used as a waterpump only  Foam storage: Pickup from loose 25l foam concentrate container  Engine: Electric start 22 HP 4 stroke engine with hour meter  Fuel capacity: 22 L  Compressor:  1080 lpm @ 7 bar  Dimensions: 1220 mm wide x 800 mm high x 900 mm deep  Foam outlet: 1 x 38mm</p>		
<b>POWER TOOLS</b>			
88	<p>Carborandum Power Cutter Rescue Saw or approved equivalent  Reduced emission engine technology with side access chain tensioner, master control lever, anti vibration system, adjustable Automatic oiler, wrap handle, ematic lubrication system, decompression valve  Power source 2-stroke Gas / Petrol  Engine power 5.9 bhp  Output power 4.8 kW  Weight approximately maximum 14.3kg  Cutting blade diameter maximum 350mm  Cutting blade thickness maximum 5mm  Peripheral speed 90m/sec  Cutting depth maximum 125mm  Guide bar length maximum 410mm with RDR Rescue Chain  Chain oil capacity minimum 335ml  Fuel capacity minimum 700ml  Cylinder displacement 93.6 cm<sup>3</sup>  Water cutting system with standard quick connect male connector and shut-off valve.  Service parts freely available in South Africa</p>		
89	<p>Chainsaw Timber or approved equivalent  Features to include reduced emission engine  Pre-seperation air filtration system  Anti vibration system  Intellicarb compensating carberator  Side access chain tensioner  Power source: 2-Stroke Fuel  Weight: maximum 7kg  Guidebar length: 45 to 61 cm  Chain: 3/8" RS3  Engine power: maximum 4kW  Dispacement: maximum 75 cc</p>		
90	Backpack Blower		

	<p>Rubberized 2-component handle, ergonomically shaped shoulder straps, waist belt, lockable throttle</p> <p>Approximate Technical data</p> <p>Capacity cm<sup>3</sup> : 75.6cc</p> <p>Performance kW: 3.14</p> <p>Weight kg: 10.5</p> <p>Blowing Force N: 32</p> <p>Max air throughput m<sup>3</sup>/h: 1.720</p> <p>Max airspeed m/s: 106</p> <p>Tank Volume l: 1,40</p>		
91	<p>Positive Pressure Ventilator (PPV)</p> <p>Petrol driven</p> <p>Air outlet diameter approx.: 630mm</p> <p>Airflow: 36.100 m<sup>3</sup>/h</p> <p>Effective Airflow: 65.000 m<sup>3</sup>/h +</p> <p>Fuel: Lead free gasoline</p> <p>Tank capacity: approx. 3l</p> <p>Running time per tank: Approx 110 min at full load</p> <p>Dimensions: 730 x 791 x 482 mm (WxHxD)</p> <p>Weight: 57 kg</p>		
92	<p>Cordless Reciprocating Saw 36V</p> <p>Intended for heavy demolition work including metal, timber, masonry and lightweight concrete.</p> <p>Brushless motor with stroke rate maximum of 2850 strokes per min</p> <p>Stroke length maximum 34 mm with ability to cut steel pipe up to 150mm diameter.</p> <p>Tool dimensions approximately: 478mm x 102mm x 147mm</p> <p>Tool body weight not more than 3.5kg</p> <p>Keyless blade clamp</p> <p>Complete with two 36V 5.2Ah Li-ion batteries with maximum weight 1.4kg per battery and 187Wh battery energy, dimensions approximately 167mm x 92mm x 81mm and including C4/36-350 battery charger and tool storage case.</p>		
93	<p>High Capacity Battery 36V Li-ion suitable as replacement of existing batteries and to fit 22V and 36V chargers currently in service. Fully sealed electronics with rubberised glass-fibre reinforced casing.</p> <p>Dimensions: approximately 167mm x 92mm x 81mm</p> <p>Capacity: 5.2 Ah</p> <p>Battery energy: 187Wh</p> <p>Charging Time: ranging from 35 min to 130 min</p> <p>Weight: maximum 1.4kg</p>		
94	<p>Generator 1,8/2kVa silent</p> <p>Maximum: 2 kVa, 230 V</p> <p>Four Litre built in tank</p> <p>Silent and compact low noise design</p> <p>Single phase output</p> <p>1 x 230V socket</p> <p>12V battery charging output</p> <p>RPM: Smart throttled</p> <p>Rated current: 8,6 Amps per phase</p>		
95	<p>Generator 5 kVa</p> <p>Maximum 5,0kVa standby, 230V, RPM</p> <p>15 litre tank: 8 Hours runtime @ 75% load</p>		

	<p>Built-in AVR delivers non fluctuating power</p> <p>Electric Starter</p> <p>Single phase output</p> <p>Silent diesel generator</p> <p>Noise level: 76 dBA @ 7m</p> <p>AVR: Constant voltage AVR</p> <p>Fuel type: Diesel</p> <p>Rated current: 21,7 Amps per phase</p> <p>Pole number: 2</p>		
96	<p>Generator 12 kVa</p> <p>Maximum 13,2 kVa Standby, 230V, 1500RPM</p> <p>55Litre tank; 26 hours run time @ 75% load</p> <p>Built-in AVR delivers non-fluctuating power</p> <p>Starter 3,5kW 12 V Electric starter</p> <p>4-cylinder 4-stroke diesel engine</p> <p>Silent diesel generator</p> <p>Air intake type: Natural</p> <p>Cooling mode: Water cooling</p> <p>Noise level 72 dBA @ 7m</p> <p>AVR: Constant voltage AVR</p> <p>Rated current: 52 amps per phase</p> <p>Tank capacity: 55L</p>		
97	<p>Generator 50 kVa 3 phase</p> <p>Maximum 55kVa Standby, 380V 1500RPM</p> <p>75 litre: 10 hours runtime @ 75% load</p> <p>Built in AVR delivers non fluctuating power</p> <p>Starter motor 4,5Kw 24 V electric starter</p> <p>Four cylinder 4 stroke diesel engine</p> <p>Three phase output</p> <p>Silent diesel generator</p> <p>Cooling mode: Water cooling</p> <p>75 l tank capacity</p> <p>Rated current: 83 Amps per phase</p> <p>AVR: Constant voltage AVR</p>		
<b>CAMERAS</b>			
98	<p>Fire Fighting Thermal Imaging Camera A</p> <p>The Thermal Imaging Camera (TIC) unit to be supplied shall meet the following minimum specifications.</p> <p>The unit shall consist of</p> <ol style="list-style-type: none"> <li>Thermal Imaging camera and Battery</li> <li>Additional rechargeable battery,</li> <li>Battery charger,</li> <li>Carry sling</li> <li>Instructions and Maintenance Handbook</li> <li>Camera</li> </ol> <p>Characteristics</p> <p>The weight of the TIC complete with battery shall not exceed .8 kg</p> <p>The shell shall be constructed to IP67 (IEC 60529) standard and shall withstand a functional damage drop test of not less than 2m on concrete. (IEC60068-2-31)</p> <p>Water Resistance in accordance with IP67</p> <p>Readiness time: Less than 10 seconds</p> <p>Operating time: Not less than 4 hrs.</p> <p>Display type: High brightness Liquid Crystal Display (LCD) (Colour</p>		

	<p>Display)  Display Size: 75mm (3 inches) diagonal  Image frequency: 9Hz Temp.  Measurement: On screen  Low battery indicator: On screen  Must meet NFPA 1801 specifications Infrared Detector characteristics  Technology: MSX (Multi-spectral dynamic imaging)  IR resolution: 160 x 120 pixels Sensitivity (NETD): &lt;100mK@+30°C  Field of view: 45° x 35°  Focus: auto range  Visual camera:  Built-in digital camera: 640 x 480 pixels  Digital camera FOV: 73° x 61°, adapts to IR lens  Image Presentation: 75mm, LCD, 320 x 240 pixel backlit  Measurement:  Object temp range: -20°C to 150°C / 0°C to +500°  Power supply: Batteries: 2  Recharge time: 2.5 hrs, to 90% of charge  Plus additional charging POD with cable</p>		
99	<p>Fire Fighting Thermal Imaging Camera B  This specification makes provision for a commercially produced Thermal Imaging Camera and its associated hardware and software to be compliant with NFPA 1801-2018: Standard on Thermal Imagers for the Fire Service.  The Thermal Imaging Camera system (TIC) delivered to these specifications shall be a standard commercial product that meets the minimum requirements of these specifications. Materials used in construction of the Thermal Imaging Camera system shall be new, unused, and not less than the quality conforming to modern engineering and manufacturing practices.  Materials shall be free of defects and suitable for the service intended.  The manufacturer shall warrant the Thermal Imaging Camera and all charging systems supplied with the Thermal Imaging Camera system free of defects in material and workmanship, under normal use and service, for a period of not less than one year (12 months) effective upon delivery.  Outer Housing / Physical Configuration / Durability  The Thermal Imaging Camera infrared imaging technology shall be specifically designed for firefighting and rescue purposes.  The Thermal Imaging Camera shall be ergonomically designed for handheld use and the outer shell or housing must be manufactured from heat resistant thermoplastic.  The Thermal Imaging Camera must be able to withstand a drop test of not less than 2 meters after which it will remain operational. Furthermore, the Thermal Imaging Camera shall be water resistant to IP67, and be fully operating up to +85°C(+185°F).  The Thermal Imaging Camera shall be equipped with a Germanium Window protecting the optical lens.  The Thermal Imaging Camera shall have the ability to comply with the requirements as specified in Section 8, Heat and Flame Test, NFPA 1801-2018.</p>		

<p>The Thermal Imaging Camera, including the battery shall not weigh more than 1.75 kg</p> <p>The Thermal Imaging Camera size shall not exceed (LxWxH) 120x125x280mm</p> <p>Operation and Features:</p> <p>The Thermal Imaging Camera shall be easy to operate by a firefighter with a gloved hand. The operating buttons shall be so positioned and large enough for a firefighter to operate the Thermal Imaging Camera with a gloved hand. The Thermal Imaging Camera shall be fitted with on board/build-in video and still image capabilities of which the footage shall be down loadable via USB-mini cable to a PC.</p> <p>The Thermal Imaging Camera shall be fitted with a neck strap and a retractable lanyard strap system that is field replaceable, shall be adjustable and interchangeable with each other.</p> <p>The Thermal Imaging Camera shall be fitted with an overheating indicator that provides a visual warning to the user that the Thermal Imaging Camera is about to shut down due to internal overheating.</p> <p>The Thermal Imaging Camera shall have a start-up time (IR Image) of not more than 20 seconds and if the camera has a sleep mode it shall have a start-up time of not more than 5 seconds from sleep mode.</p> <p>Imaging and Optical data:</p> <p>The Thermal Imaging Camera shall comply with the following minimum specifications:</p> <p>Display screen: At least 3.5" LCD, 320 x 240 pixels</p> <p>IR Resolution: 320 x 240 pixels</p> <p>Image Frequency: At least 60Hz</p> <p>Field of view ° Not less than 51° x 38°</p> <p>Depth of field Not more than 1.0 m to infinity</p> <p>Spectral Range: Not less than 7.5 - 13 µm Zoom 2x, digital zoom</p> <p>Image storage: Up to 150 JPEG images on internal Flash Memory</p> <p>Video Storage: Up to 150 files with a maximum of 5 minutes per video clip</p> <p>Object -20°C to +150°C temperature 0°C to +650°C range</p> <p>Screen / Monitor Capabilities:</p> <p>The Thermal Imaging Camera shall have a LED-indicator system to maximize ease-of-use. The following shall be the minimum to be displayed on the screen:</p> <ul style="list-style-type: none"> <li>-Temperature scale</li> <li>-Battery condition indicator</li> <li>-Overheating indicator</li> <li>-Spot-meter temperature Power System</li> </ul> <p>The Thermal Imaging Camera shall be provided with a minimum of two (2) rechargeable Lithium Ion batteries inclusive of at least a two bay charger.</p> <p>Each battery shall be providing a minimum of three (3) hours of continuous use with all standard functions and features.</p> <p>The battery charger must have the capacity to recharge the batteries to capacity within a period not exceeding 4 hours.</p> <p>The battery must be capable of being loaded into the housing only one way and must be easily inserted and removed by a person wearing standard firefighting gloves.</p> <p>Packaging and Content:</p>		
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	<p>The Thermal Imaging Camera shall be packaged and shipped in a hard shell transport case. The hard shell transport case shall include the following:</p> <p>Thermal Imaging Camera Two rechargeable batteries Two bay battery charger with AC and DC adapters and Power supply USB cable</p>		
<b>BED SET</b>			
100	<p>Single Mattress</p> <p>Dimensions- (W) 91cm x (L) 188cm</p> <p>Soft feel poly cotton knitted covers with antibacterial properties</p> <p>High density reconstituted foam posture support core</p> <p>High density polyurethane foam layers</p> <p>Dual sided mattress</p> <p>105 kg person allowance per side</p> <p>Endorsed by the Chiropractic association of SA</p> <p>Comfort level – Firm</p> <p>15 year service warranty</p>		
101	<p>Single Bed Base</p> <p>SABS Approved</p> <p>Single bed base Dimensions- (W) 91cm x (L) 188cm</p> <p>Pine slatted carcass covered in Fabric</p> <p>Corrugated board top covered in fabric</p> <p>6 x Plastic cup legs</p> <p>Edge and corner straighteners</p> <p>Preferred Fabric Colours – Dark Grey, Black, Dark blue</p> <p>Support up to 120 kg</p>		
<b>MISCELLANEOUS EQUIPMENT</b>			
102	<p>Worklight</p> <p>Portable cordless and rechargeable LED worklight with flood beam of 4000 lumens (50W), having uniform light dispersion reflector and adjustable beam direction intended for indoor and outdoor use.</p> <p>IP65 Dust and splash protection rated conformity shockproof and rainproof durable Aluminium light housing (colour black) mounted within a rugged and yellow powder coated steel H-stand, incorporating a cushioned carry handle and swivel ability that is fitted with release/locking thumb screws.</p> <ul style="list-style-type: none"> <li>• Beam Colour: White</li> <li>• Beam Angle: 120°</li> <li>• Weight: Approximately 2.5 kg</li> <li>• Operating Time: ±4 hours</li> <li>• Power Supply: Li-ion 14.8V 6600mAH Rechargeable battery (from 220V AC Mains and 12V DC); with 16.8V input voltage; direct plug-in charging and indicator, Over-charge &amp; Over-discharge protection. Including mains chargers.</li> </ul>		
103	<p>SCBA Control Board</p> <p>Used to control and record staff using SCBA in emergency situation</p> <p>Control board comes with mechanical alarm and consist of a handheld case made of ABS plastics.</p> <p>On one side is attached an aluminium sheet is attached with an printed layout. For writing an overhead sheet is clamped to it. Ontop of the board 3 timers with 100 minutes indication and 15 minutes overdue indication are incorporated,</p> <p>The board also holds a clock and a waterproof pencil</p>		

	<p>On the bottom are 9 holes (3 per team) to attach nameplates. Magnetic holding device so that it can be easily affixed to any metal surface Included are 1 box of 10 each per colour: Red, yellow and blue nameplates as well as a box with spring type hooks Dimensions: 41 x 33 x 5.3 cm Weight: Approx 1,2 kg</p>		
104	<p>Nameplates compatible with Item 103 10 nameplates per box of each colour: Red Yellow Blue</p>		
105	<p>Breathing Apparatus Personal Line with Pouch With springloaded non locking carabs Line-4mm diameter and 6m in lenght It comes in 2 sections, with a clip which releases to extend to full length 1st section 1.25m and 2nd 4.75m It is used for staff to attach to each other or to a guideline or both Weight approximately 1 Kg</p>		
106	<p>Electronic Flow Meter Power Supply: Internal battery pack 12V DC, 2.4Ah Working pressure 16 bar, maximum pressure 25 bar. Weight: approximately 12.5kg. Dimensions: 210 (H) x 240 (W) x 390 (L) mm approx. Manometer Type: Bourdon tube Operating Range: 0 to 25 bar, <math>\pm 1\%</math>, 60mm dial, dual bar/psi gauge. Optional 0-25 bar digital pressure transducer with bright LED readout of pressure. Inlet: 64 mm male instantaneous Outlet: 64mm female instantaneous Housing: LM25 aluminium. Gauge. Type: Electromagnetic Operating Range: 30 to 3,000lpm Accuracy: &gt;750lpm: <math>\pm 15\%</math>. &lt; 750lpm: <math>\pm 2\%</math> Digital readout of flow rate with 4-digit backlit LCD display and 17.6mm digit size, Bar chart of flow reading, LPM or US GPM display. Functions: Display of current flow rate Display of total volume used.</p>		
107	<p>Vehicle Tyre Inflation Unit 160l/min Carry bag included Rated current: 45 amps Max duty cycle: 40 min Airhose: 7m Powercord: 2m Max working pressure: 10 Bar Powersupply 12 DC</p>		

**13.3 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’**

**13.4. 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.

**13.5. FORMS FOR CONTRACT ADMINISTRATION**

The supplier shall complete, sign and submit with each invoice, the following:

- a) Monthly Project Labour Report ( **Annexed**).

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.

[illegible]

## 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		
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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)
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Declared by Contractor or Vendor to be true and correct:	Name		Signature	
	Date			

Received by Employer's Agent / Representative:	Name		Signature	
	Date			