


TENDER DOCUMENT GOODS AND SERVICES		 <div>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</div>	
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 8	Page 1 of 169

TENDER NO: 382G/2021/22

TENDER DESCRIPTION: SUPPLY AND DELIVERY, INSTALLATION OF NEW OUTDOOR EXERCISE EQUIPMENT AND THE REPAIRS TO EXISTING OUTDOOR EXERCISE EQUIPMENT

CONTRACT PERIOD: FROM DATE OF COMMENCEMENT OF CONTRACT UP UNTIL 30 JUNE 2026

VOLUME 1: TENDERING PROCEDURES

CLOSING DATE: 26 July 2022

CLOSING TIME: 10:00 a.m.

**TENDER BOX
NUMBER:** 121

TENDER FEE: R200

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

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

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

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

TABLE OF CONTENTS

VOLUME 1: THE TENDER.....	3
(1) GENERAL TENDER INFORMATION.....	3
(2) CONDITIONS OF TENDER	5
VOLUME 2: RETURNABLE DOCUMENTS	29
(3) DETAILS OF TENDERER.....	29
(4) FORM OF OFFER AND ACCEPTANCE.....	31
(5) PRICE SCHEDULE.....	34
(6) SUPPORTING SCHEDULES	46
SCHEDULE 1: CERTIFICATE OF AUTHORITY FOR PARTNERSHIPS/ JOINT VENTURES/ CONSORTIUMS.....	46
SCHEDULE 2: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION.....	47
SCHEDULE 3: PREFERENCE SCHEDULE	49
SCHEDULE 4: DECLARATION OF INTEREST – STATE EMPLOYEES (MBD 4 AMENDED)	54
SCHEDULE 5: CONFLICT OF INTEREST DECLARATION	57
SCHEDULE 6: DECLARATION OF TENDERER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)	58
SCHEDULE 7: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CITY OF CAPE TOWN.....	60
SCHEDULE 8: CONTRACT PRICE ADJUSTMENT AND/OR RATE OF EXCHANGE VARIATION.....	61
SCHEDULE 9: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION	63
SCHEDULE 10: LOCAL CONTENT DECLARATION / ANNEXURE C.....	64
SCHEDULE 11: PRICE BASIS FOR IMPORTED RESOURCES.....	90
SCHEDULE 12: SCHEDULE OF PRE-QUALIFICATION CRITERIA SUB-CONTRACTORS.....	91
SCHEDULE 13: LIST OF OTHER DOCUMENTS ATTACHED BY TENDERER	92
SCHEDULE 14: RECORD OF ADDENDA TO TENDER DOCUMENTS.....	93
SCHEDULE 15: INFORMATION TO BE PROVIDED WITH THE TENDER.....	94
VOLUME 3: DRAFT CONTRACT	110
(7) SPECIAL CONDITIONS OF CONTRACT	110
(8) GENERAL CONDITIONS OF CONTRACT	121
(9) FORM OF GUARANTEE / PERFORMANCE SECURITY	131
(10) FORM OF ADVANCE PAYMENT GUARANTEE.....	134
(10.1) ADVANCE PAYMENT SCHEDULE.....	136
(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT	137
(12) INSURANCE BROKER’S WARRANTY (PRO FORMA).....	138
(13) SPECIFICATION(S)	139
(14.1) MONTHLY PROJECT LABOUR REPORT (EXAMPLE).....	160
(14.2) BBBEE SUB-CONTRACT EXPENDITURE REPORT (PRO FORMA)	163
(14.3) PARTNERSHIP/ JOINT VENTURE (JV) / CONSORTIUM/ EXPENDITURE REPORT (PRO FORMA).....	164

VOLUME 1: THE TENDER

(1) GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	24 June 2022
SITE VISIT/CLARIFICATION MEETING	:	Friday, 08 July 2022 at 10h00 – 11h00 (A non-compulsory but strongly recommended virtual clarification meeting will be conducted via an online platform skype for business)
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	to join the meeting use the following link : https://meet.capetown.gov.za/ettiene.arendse/5KTM75N8 or Conference ID: 64171272 or send an email to ettiene.arendse@capetown.gov.za
TENDER BOX & ADDRESS	:	Tender Box as per front cover at the Tender &Quotation Boxes Office , 2 nd 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. 382G/2021/22: Supply, Delivery and Installation of Outdoor Exercise Equipment and Repairs to Existing Outdoor Exercise Equipment ", the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer's responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.
CCT TENDER REPRESENTATIVE		Name: Ettiene Arendse Tel. No.: 021 444 9741 Email: ettiene.arendse@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'

By submitting a tender to the City of Cape Town, (and by concluding any ensuing related agreement with the City of Cape Town, if applicable), the Tenderer thereby acknowledges and unconditionally agrees:

1.1. that the tenderer has been informed of the purpose of the collection and processing of its personal information as defined in the Protection of Personal Information Act of 2013 ("POPIA"), which, for the avoidance of doubt is for, and in relation to, the tender process and the negotiation, conclusion, performance and enforcement of the ensuing agreement, if applicable, as well as for the City of Cape Town's reporting purposes;

1.2 to the collection and processing of the tenderer's personal information by the City of Cape Town and agrees to make available to the City of Cape Town, all information reasonably required by the City of Cape Town for the above purposes;

1.3 that the personal information the City of Cape Town collects from the tenderer or about the tenderer may be further processed for other activities and/or purposes which are lawful, reasonable, relevant and not excessive in relation to the purposes set out above, for which it was originally collected;

1.4 that, the tenderer indemnifies the City of Cape Town and its officials, employees, and directors and undertakes to keep the City of Cape Town and its officials, employees, and directors indemnified in respect of any claim, loss, demands, liability, costs and expenses of whatsoever nature which may be made against the City of Cape Town (including the costs incurred in defending or contesting any such claim) in relation to the tenderer or the tenderer's employees', representatives' and/or sub-contractors' non-compliance with POPIA and/or the City of Cape Town's failure to obtain the tenderer's consent or to notify the tenderer of the reason for the processing of the tenderer's personal information;

1.5 to the disclosure of the tenderer's personal information by the City of Cape Town to any third party, where the City of Cape Town has a legal or contractual obligation to disclose such personal information to the third party (or a legitimate interest exists therein);

1.6 that, under POPIA, the tenderer may request to access, confirm, request the correction, destruction, or deletion of, or request a description of, personal information held by the City of Cape Town in relation to you, subject to applicable law; and

1.7 that under POPIA, subject to applicable law, the tenderer also has the right to be notified of a personal information breach and the right to object to, or restrict, the City of Cape Town's processing of its personal information.

(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
1no acceptable tenders are received;
- (c) there is a material irregularity in the tender process; or
- (d) 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 one tenderer (the highest ranked responsive tenderer ("the winner") per Schedule (Schedule 1,2 and/or 3) in a Zone and in addition one ("standby tenderer" – the next highest ranked responsive tenderer) for the allocation of work. If insufficient responsive bids are received, the CCT reserves the right to appoint fewer tenderers, or not to appoint any tenderers at all. **Tenderers may submit an offer for any of the Schedules indicated below.**

PRICING SCHEDULE 1: SUPPLY, DELIVER AND INSTALL OF EQUIPMENT

Zone A

- 1 x Main (The Highest ranked responsive Tenderer)
- 1 x Standby (The next highest ranked responsive tenderer)

Zone B

- 1 x Main (The Highest ranked responsive Tenderer)
- 1 x Standby (The next highest ranked responsive tenderer)

PRICING SCHEDULE 2: REPAIR OF EXISTING AND NEWLY INSTALLED OUTDOOR GYM EQUIPMENT

Zone A

- 1 x Main (The Highest ranked responsive Tenderer)
- 1 x Standby (The next highest ranked responsive tenderer)

Zone B

- 1 x Main (The Highest ranked responsive Tenderer)
- 1 x Standby (The next highest ranked responsive tenderer)

PRICING SCHEDULE 3: NEW CONSTRUCTION/INSTALLATION OF HARD-SURFACES AND REPAIR OF EXISTING SURFACE.

Zone A

- 1 x Main (The Highest ranked responsive Tenderer)
- 1 x Standby (The next highest ranked responsive tenderer)

Zone B

- 1 x Main (The Highest ranked responsive Tenderer)
- 1 x Standby (The next highest ranked responsive tenderer)

Zones and Areas Defined

Zone A	Zone B
Area North	Area South
Area Central	Area East

In cases of ordinary work and emergencies, orders will be placed in the first instance with the highest ranked tenderer (Main Tenderer), and if they are unable to start rendering the service within 5 working days then the order will be placed with the second highest ranked tenderer (Standby Tenderer) .

The City reserves a right to award one or more regions per contractor.

The contract period shall be from date of commencement of contract up to 30 June 2026.

Suppliers, once appointed and subject to operational requirements, will be invited to deliver the goods or services on a "winner-takes-all" basis, whereby the order will always be offered and, if accepted, allocated to the highest ranked tenderer

("the winner"), and only if they refuse will the work be offered to the next highest ranked tenderer (from the standby tenderer).

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

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

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

2.1.5.3 Nomination of Alternative Bidder

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

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

2.1.6.1 Disputes, objections, complaints and queries

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

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

2.1.6.2 Appeals

- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the City, may appeal against that decision by giving written notice of the appeal and reasons to the City Manager within 21 days of the date of the notification of the decision.
- b) An appeal must contain the following:
 - i. Must be in writing
 - ii. It must set out the reasons for the appeal
 - iii. It must state in which way the Appellant's rights were affected by the decision;
 - iv. It must state the remedy sought; and
 - v. It must be accompanied with a copy of the notification advising the person of the decision
- c) The relevant City appeal authority must consider the appeal and **may confirm, vary or revoke** the decision that has been appealed, but no such revocation of a decision may detract from any rights that may have accrued as a result of the decision.

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

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

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

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

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

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

Via fax at: 021 400 5963 or 021 400 5830

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

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

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

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

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

Via fax at: 086 202 9982

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

2.1.7 City of Cape Town Supplier Database Registration

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

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

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

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

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

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

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

2.2 Tenderer's obligations

2.2.1 Eligibility Criteria

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

2.2.1.1.1 Submit a tender offer

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

2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

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

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

2.2.1.1.3 Compulsory clarification meeting

Compulsory Clarification Meeting via Skype

2.2.1.1.4 Minimum score for functionality

Only those tenders submitted by tenderers who achieve the minimum score for functionality as stated below will be declared responsive.

The description of the functionality criteria and the maximum possible score for each is shown in the table below. The score achieved for functionality will be the sum of the scores achieved, in the evaluation process, for the individual criteria.

Where the entity tendering is a Joint Venture the tender must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the joint venture.

Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format to ensure optimal scoring of functionality points for each Evaluation Criteria. Failure to provide all information **IN THIS TENDER SUBMISSION** could result in the tenderer not being able to achieve the specified minimum scoring.

A more detailed explanation of the functionality criteria is given below:

FUNCTIONALITY CRITERIA: SECTION/SCHEDULE 1 (SUPPLY & INSTALL). **Please complete information in Schedule 15.1**

Functionality criteria	POINTS for each Criteria	Scoring Criteria	Maximum points to be scored per sub criteria
<p>1. Similar / Relevant Experience for manufacturing, supply, delivery and installation of outdoor gym equipment</p> <p>Project Definition in relation to Criteria 1 : This is a sequence of tasks that needs to be completed to reach a set outcome in regards to the schedule for the manufacturing, delivery and installation of outdoor gym equipment.</p> <p>Please complete Schedule 15.1.1 for Section 1</p>	65	<p>Years' experience in similar contracts:</p> <p>< 1 year = 6 points</p> <p>1 -5 years = 10 points</p> <p>5 + years = 20 points</p>	20
<p><i>Guide to Tenderers:</i></p> <p><i>Note if you can supply 9 project above R80 000 you entitled to all 45 points, and 10 projects between R40 001 and R80 000 you entitled to 30 points and 7 projects between R15 001 and R40 000 you entitled to 15 points.</i></p>		<p>Details of previous contracts completed (Value of Projects)</p> <p>< than R 15 000 = 1 point per project up to a maximum of 5 Points</p> <p>R 15 001 - R 40 000 = 2 points per project up to a maximum of 10 points</p> <p>R 40 001 - R 80 000 = 3 points per project up to a maximum of 15 points</p> <p>>R 80 000 = 5 points per project up to a maximum of 45 points</p>	45
<p><i>Similar/Relevant Projects defined as having a resemblance in appearance, character, or quantity, without being identical. closely connected or appropriate to what is being done or considered, in the case of schedule 1 the manufacturing, supply , deliver and installation of outdoor gym equipment.</i></p>			
<p>Staff</p> <p>Complete Schedule 15.1.2 in full.</p> <p>CV for technical/artisans to be attached in schedule</p>	35	<p>1.Number of Management/Admin:</p> <p>Contract Manager = 2 points</p> <p>Safety officer = 2 points</p> <p>Administrative Staff = 1 point</p>	5

CV's of Management/ Admin to be attached		1.Number of Supervisors 1 = 2 points 2-3 = 5 points 3+ = 10 points	10
<p><i>Guide to Tenderers:</i></p> <p><i>Definition of Staffing Compliment required for this tender / contract:</i></p> <p><i>Contract Manager: the individual in the company responsible for management and administration of the contracts, the person who will communicate with the City of Cape Town officials.</i></p> <p><i>Safety Officer : individual responsible for ensuring the safety policies and procedures are maintained and enforced.</i></p> <p><i>Administrative Staff : general office staff that provides support to a company.</i></p> <p><i>Supervisor/s person who is in charge of a group of people and who makes sure that the work is done correctly.</i></p> <p><i>Technical Staff / Workers an individual that provide specific experience and knowledge to assist in completion of an task.</i></p>		<p>1.Technical staff / Workers:</p> <p>1-5 Technical staff / Workers: = 6 points</p> <p>6-10 Technical staff / Workers: = 12 points</p> <p>10+ Technical staff / Workers:= 20 points</p>	20
<p>CV's of supervisors and technical staff/workers to be attached – CVs must reflect relevant experience in the manufacture, supply, delivery and installation of Exercise Equipment – points can only be assigned if the CV submitted for each supervisor offered, contains the details of similar experience as required</p> <p>CV's of Technical Staff/ workers to be attached</p> <p>Please complete Schedule 15.1</p>		TOTAL	100

The minimum qualifying score for functionality for Section 1 / Schedule 1 is 60 out of 100

FUNCTIONALITY CRITERIA: SECTION 2 / SCHEDULE 2 (REPAIRS)
Please complete information in Schedule 15.2

Functionality criteria	POINTS for each Criteria	Scoring Criteria	Maximum points to be scored per sub criteria
<p>Vehicles</p> <p>Refer Schedule 15.2.2, Annexure A to be completed in lieu of Vehicles</p> <p>Registration document of vehicles owned (Vehicles registration documents must be in the name of the tendering entity or that of the owner / director of the company)</p> <p>If to be hired, written agreement from the Lessor that the vehicles/trailers will be available for the duration of the contract to be attached.</p> <p>Include a table under S15 to make provision for tenderers to indicate if vehicles are owned or to be hired. If owned, tenderers to submit vehicle registration papers as evidence. If leased / hired, tenderes to submit an "Agreement of Undertaking between lessee and lessor for BEC to be able to assign point.</p>	15	<p>1x 3-5ton truck = 5 points</p> <p>1 LDV = 5 points</p> <p>1 Additional 3-5 ton truck 5 points</p>	15
<p>Experience</p> <p>Complete Schedule 15.2.1 in full</p>	55	<p>Years' experience in similar contracts:</p> <p>< 1 year = 3 points</p>	10

<p>Similar / Relevant Experience for the repairs of existing outdoor gym equipment.</p>		<p>1 -5 years = 5 points</p> <p>5 + years = 10 points</p>	
<p><i>Guide to Tenderers:</i></p> <p><i>Note if you can supply 9 project above R80 000 you entitled to all 45 points, and 10 projects between R40 001 and R80 000 you entitled to 30 points and 7 projects between R15 001 and R40 000 you entitled to 15 points.</i></p> <p><i>Similar . Relevant Projects defined having a resemblance in appearance, character, or quantity, without being identical. closely connected or appropriate to what is being done or considered, in the case of schedule 2 for the repairs of existing outdoor gym equipment.</i></p>		<p>Details of previous contracts completed (Value of Projects)</p> <p>< than R 15 000 = 1 point per project up to a maximum of 5 Points</p> <p>R 15 001 - R 40 000 = 2 points per project up to a maximum of 10 points</p> <p>R 40 001 - R 80 000 = 3 points per project up to a maximum of 15 points</p> <p>>R 80 000 = 5 points per project up to a maximum of 45 points</p>	<p>45</p>
<p>Staff</p> <p>Complete Schedule 15.2.3 in full.</p>		<p>1.Number of Management/Admin:</p> <p>Contract Manager = 7 points</p> <p>Safety officer = 2 points</p> <p>Administration = 1 point</p>	<p>10</p>
<p><i>Guide to Tenderers:</i></p> <p><i>Definition of Staffing Compliment required for this tender / contract:</i></p> <p><i>Contract Manager: the individual in the company responsible for management and administration of the contracts, the person who will communicate with the City of Cape Town officials.</i></p> <p><i>Safety Officer individual responsible for ensuring the safety policies and procedures are maintained and enforced.</i></p> <p><i>Administrative Staff general office staff that provides support to a company.</i></p> <p><i>Supervisor/s person who is in charge of a group of people and who makes sure that the work is done correctly.</i></p> <p><i>Technical Staff / Artisans / workers an individual that provide specific experience and knowledge to assist in completion of an task.</i></p>	<p>30</p>	<p>1.Number of Supervisors:</p> <p>1 = 2 points</p> <p>2-3 = 5 points</p>	<p>5</p>
<p>CV for technical staff to be attached in schedule</p> <p>CV for welders to be attached in schedule</p> <p>CV's of Management/ Admin to be attached</p>		<p>1.Technical staff / Workers:</p> <p>1-5 = 3 points</p> <p>6-10 = 8 points</p> <p>10+ = 15 points</p>	<p>15</p>
<p>CV's of supervisors to be attached</p> <p>CV's of supervisors to be attached – CVs of Supervisors must reflect relevant experience in the manufacture, supply, delivery and installation and REPAIRS of Exercise Equipment – points can only be assigned if the CV submitted for each supervisor offered, contains the details of similar experience as required</p> <p>CV's of Technical Staff/ workers to be attached</p>		<p>TOTAL</p>	<p>100</p>

The minimum qualifying score for functionality is 60 out of 100

FUNCTIONALITY CRITERIA: SECTION 3 / SCHEDULE 3 (CONCRETE WORKS)
Please complete information in Schedule 15.3

Functionality criteria	POINTS for each Criteria	Scoring Criteria	Maximum points to be scored per sub criteria
Vehicles Refer Schedule 15.3.2, Annexure to be completed in lieu of Vehicles Registration document of vehicles owned (Vehicles registration documents must be in the name of the tendering entity or that of the owner / director of the company) If to be hired, written agreement from the Lessor that the vehicles/trailers will be available for the duration of the contract to be attached. Include a table under S15 to make provision for tenderers to indicate if vehicles are owned or to be hired. If owned, tenderers to submit vehicle registration papers as evidence. If leased / hired, tenderes to submit an "Agreement of Undertaking between lessee and lessor for BEC to be able to assign point.	15	1x 3-5ton truck = 5 points 1 x 1 Ton LDV's = 5 points 1 Additional 3-5 ton truck 5 points	15
Similar / Relevant Experience Complete Schedule 15.3.1 in full Similar / Relevant Experience for the Installation and repairs to Hard Surfaces	55	Years' experience in similar contracts: < 1 year = 3 points 1 -5 years = 5 points 5 + years = 10 points	10
<i>Guide to Tenderers:</i> <i>Note if you can supply 9 project above R100 000 you entitled to all 45 points, and 10 projects between R60 001 and R80 000 you entitled to 30 points and 7 projects between R15 001 and R60 000 you entitled to 15 points.</i>		Details of previous contracts completed (Value of Projects) < than R 15 000 = 1 point per project up to a maximum of 5 points R 15 001 - R 60 000 = 2 points per project up to a maximum of 10 points R 60 001 - R 100 000 = 3 points per project up to a maximum of 15 points >R 100 000 + = 5 points per project only	45
<i>Similar . Relevant Projects defined having a resemblance in appearance, character, or quantity, without being identical. closely connected or appropriate to what is being done or considered, in the case of schedule 3 for the installation and repairs of harden surfaces..</i>			
Staff : Complete Schedule 15.3.3 in full.	30	1.Number of Management/Admin: Contract Manager = 7 points Safety officer = 2 points Administration = 1 point	10
<i>Guide to Tenderers:</i> <i>Definition of Staffing Compliment required for this tender / contract:</i> <i>Contract Manager: the individual in the company responsible for management and administration of the contracts, the person who will communicate with the City of Cape Town officials.</i>		1.Number of Supervisors: 1 = 2 points 2-3 = 5 points	5

<i>Safety Officer individual responsible for ensuring the safety policies and procedures are maintained and enforced.</i> <i>Administrative Staff general office staff that provides support to a company.</i> <i>Supervisor/s person who is in charge of a group of people and who makes sure that the work is done correctly.</i> <i>Technical Staff / Artisans / workers an individual that provide specific experience and knowledge to assist in completion of an task.</i>		1. Technical staff / Workers: 1-5 = 3 points 6-10 = 8 points 10+ = 15 points	15
CV for technical/artisans to be attached in schedule CV for welders to be attached in schedule CV's of Management/ Admin to be attached CV's of supervisors and technical staff/workers to be attached – CVs must reflect relevant experience in construction and repairs of hard surfaces – points can only be assigned if the CV submitted for each supervisor offered, contains the details of similar experience as required CV's of Technical Staff/ workers to be attached		TOTAL	100

The minimum qualifying score for functionality is 60 out of 100

2.2.1.1.5 Local production and content

The City promotes the procurement of goods manufactured by local suppliers. The Department of Trade and Industry and National Treasury has identified specific designated sectors which require local content compliance. The current designated sectors are listed below:

Note: All to be listed including the date that the relevant Sector became effective.

Tenderers are required to ensure that they comply with these designated Sector requirements by ensuring that the products provided to the City are locally manufactured. Failure to meet the minimum stipulated threshold for local production and content will result in a bid being declared non-responsive.

Further details of designated sectors are available on http://www.thedti.gov.za/industrial_development/ip.jsp and http://ocpo.treasury.gov.za/Buyers_Area/Legislation/Pages/Practice-Notes.aspx

In addition to the above:

The supplier shall study the terms and conditions as stated in the **Local Content Declaration / Annexure C** returnable schedule.

The stipulated minimum threshold percentages for local production and content for the:

- 1. Steel Products and Component for Construction Sector** ("the designated sector") is **100%**
- 2. Textiles, Clothing, Leather and Footwear**

and will include all sub-sectors from the applicable National Treasury Instruction Note.

The stipulated minimum threshold percentages for local production and content for the **Furniture Products Designated Sector** ("the designated sector") is **100%** and will include all sub-sectors from the applicable National Treasury Instruction Note.

Only tenders with locally produced or locally manufactured Textiles, Clothing, Leather and Footwear from local raw material or input will be considered.

If the raw material or input to be used for a specific item is not available locally, suppliers should obtain written

authorisation from the Department of Trade and Industry (DTI) (Chief Director: Industrial Procurement, tel. 012 394 3927 and fax 012 394 4927) should there be a need to import such raw material or input. A copy of the authorisation letter must be submitted together with the bid document at the closing date and time of the bid.

The CCT is obliged and must ensure that contracts for the **Textiles, Clothing, Leather and Footwear sector** are awarded at prices that are market related taking into account, among others, benchmark prices designated by the DTI for the sector, value for money and economies of scale. Where appropriate, prices may be negotiated with preferred bidders in accordance with provisions for Negotiation with Preferred Bidders as set out in the CCT SCM Policy.

A bid will be declared non-responsive / disqualified if the Declaration Certificate for Local Production and Content and Annex C as well as the authorisation letter referred to above (if applicable) are not submitted as part of the bid documentation at the closing date and time of the bid.

For further information relating to the local production and content legislation, suppliers may refer to website http://www.thedti.gov.za/industrial_development/ip.jsp, or may contact the Chief Director: Industrial Procurement at the DTI at telephone number (012) 394 3927 and fax (012) 394 4927, the Director: Fleet Procurement, Ms Cathrine Matidza, at telephone number (012) 394 3927 and e-mail CMatidza@thedti.gov.za, or the DTI Contact Centre no 0861 843384.

2.2.1.1.6 Pre-qualification criteria for preferential procurement

Not Applicable

2.2.1.1.7 Provision of samples

Not Applicable

2.2.2 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:

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

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

2.2.12.5 Where a two-envelope system is required in terms of the tender conditions, place and seal the returnable documents listed in the tender conditions in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the CCT's address and identification details stated in the General Tender Information, as well as the tenderer's name and contact address.

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

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

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

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

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

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

2.2.13 Information and data to be completed in all respects

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

2.2.14 Closing time

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

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

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

2.2.15 Tender offer validity and withdrawal of tenders

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

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

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

- a) it shall be liable to the CCT for any additional expense incurred or losses suffered by the CCT in having either to accept another tender or, if new tenders have to be invited, the additional expenses incurred or losses suffered by the invitation of new tenders and the subsequent acceptance of any other tender;
- b) the CCT shall also have the right to recover such additional expenses or losses by set-off against monies which may be due or become due to the tenderer under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the tenderer or on its behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses or losses, the CCT shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or loss.

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

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

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

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

2.2.17 Provide other material

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

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

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

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

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

2.2.18 Samples, Inspections, tests and analysis

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

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

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

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

2.2.19 Certificates

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

2.2.19.1 Broad-Based Black Economic Empowerment Status Level Documentation

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

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

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

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

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

2.2.19.2 Evidence of tax compliance

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

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

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

proof of tax compliance within the timeframe stated herein.

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

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

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

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

2.2.21 Claims arising from submission of tender

The tenderer warrants that it has:

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

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

2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

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

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

2.3.2 Issue Notices

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

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

2.3.3 Opening of tender submissions

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

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

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

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

2.3.4 Two-envelope system

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

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

2.3.5 Non-disclosure

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

2.3.6 Grounds for rejection and disqualification

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

2.3.7 Test for responsiveness

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

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

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

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

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

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

2.3.8 Arithmetical errors, omissions and discrepancies

2.3.8.1 Check the responsive tenders for:

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

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

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

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

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

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

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

2.3.9 Clarification of a tender offer

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

2.3.10 Evaluation of tender offers

2.3.10.1 General

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

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

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

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

2.3.10.2 Decimal places

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

2.3.10.3 Scoring of tenders (price and preference)

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

- based on the sum of the prices/rates in relation to a typical project/job.

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

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

2.3.10.3.4 Applicable formula:

The 90/10 preference point system will apply to this tender and the lowest acceptable tender will be used to determine the applicable preference point system

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

Price shall be scored as follows:

$$Ps = 90 \times \left(1 - \frac{(Pt - Pmin)}{Pmin}\right)$$

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 scored as follows:

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

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

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

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

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

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

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

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

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

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

$$N_T = P_S + N_P$$

Where: P_S is the number of points scored for price;
 N_P is the number of points scored for preference.

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

2.3.10.5 Risk Analysis

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

- 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
- does not lead to a higher price than the tender as submitted.

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

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

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

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

2.3.12 Acceptance of tender offer

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

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

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

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

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

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

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

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

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

2.3.13 Prepare contract documents

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

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

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


2.3.14 Notice to successful and unsuccessful tenderers

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

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

2.3.15 Provide written reasons for actions taken

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

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 8	Page 28 of 169

TENDER NO: 382G/2021/22

TENDER DESCRIPTION: SUPPLY AND DELIVERY, INSTALLATION OF NEW OUTDOOR EXERCISE EQUIPMENT AND THE REPAIRS TO EXISTING OUTDOOR EXERCISE EQUIPMENT

CONTRACT PERIOD: FROM DATE OF COMMENCEMENT OF CONTRACT UP UNTIL 30 JUNE 2026

VOLUME 2: RETURNABLE DOCUMENTS

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

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

VOLUME 2: RETURNABLE DOCUMENTS

(3) DETAILS OF TENDERER

1.1 Type of Entity (Please tick one box)

☐ Individual / Sole Proprietor

☐ Close Corporation

☐ Company

☐ Partnership or Joint Venture or Consortium

☐ Trust

☐ Other:

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

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

Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	<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)
Questionnaire to Bidding Foreign Suppliers	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
Other Required registration numbers	

(4) FORM OF OFFER AND ACCEPTANCE

TENDER NUMBER : 382G/2021/22: SUPPLY, DELIVERY, INSTALLATION OF NEW OUTDOOR EXERCISE EQUIPMENT AND THE REPAIRS TO EXISTING OUTDOOR EXERCISE EQUIPMENT

OFFER: (TO BE FILLED IN BY TENDERER):

Required Details (Please provide applicable details in full):

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

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

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

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

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

Signature(s)

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

Date

INITIALS OF CITY OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER NUMBER : 382G/2021/22: SUPPLY, DELIVERY, INSTALLATION OF NEW OUTDOOR EXERCISE EQUIPMENT AND THE REPAIRS TO EXISTING OUTDOOR EXERCISE EQUIPMENT

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'

THE PRICING SCHEDULE 1 SUPPLY AND INSTALLATION OF NEW OUTDOOR GYM EQUIPMENT

SCHEDULE 1:					
SUPPLY AND INSTALLATION OF NEW OUTDOOR GYM EQUIPMENT.					
Item No.	Item	Description	Unit	Year 1 1 st twelve months of the contract period) (Exclusive Vat)	
				Zone A	Zone B
1.1	Twin Walker : <i>According to Drawing No. 01 and item 13.15 under specification)</i>	a) Supply and delivery of equipment	each	R	R
		b) Installation of equipment, only	each	R	R
1.2	Double Walker: <i>According to Drawing No. 02 and item 13.15 under specification)</i>	a) Supply and delivery of equipment	each	R	R
		b) Installation of equipment, only	each	R	R
1.3	Push Up Frame: <i>According to Drawing No. 03 and item 13.15 under specification)</i>	a) Supply and delivery of equipment	each	R	R
		b) Installation of equipment, only	each	R	R
1.4	Double Twister:	a) Supply and delivery of equipment	each	R	R

	According to Drawing No. 04 and item 13.15 under specification)	b) Installation of equipment, only]	each	R	R
1.5	Twin Tai-chi Wheel: According to Drawing No. 05 and item 13.15 under specification)	a) Supply and delivery of equipment	each	R	R
		b) Installation of equipment, only	each	R	R
1.6	Twin Push Chair: According to Drawing No. 06 and item 13.15 under specification)	a) Supply and delivery of equipment	each	R	R
		b) Installation of equipment, only	each	R	R
1.7	Twin Pull Up Chair: According to Drawing No. 07 and item 13.11 under specification)	a) Supply and delivery of equipment	each	R	R
		b) Installation of equipment, only	each	R	R
1.8	Twin Side Twister: According to Drawing No. 08 and item 13.11 under specification)	a) Supply and delivery of equipment	each	R	R
		b) Installation of equipment, only	each	R	R
1.9	Bicycle: According to Drawing No. 9 and item 13.11 under specification)	a) Supply and delivery of equipment	each	R	R
		b) Installation of equipment, only	each	R	R
1.10	Elliptical Cross Trainer: According to Drawing No. 10 and item 13.11 under specification)	a) Supply and delivery of equipment	each	R	R
		b) Installation of equipment, only	each	R	R
1.11	Rowing Machine: According to Drawing No. 11 and item 13.11 under specification)	a) Supply and delivery of equipment	each	R	R
		b) Installation of equipment, only	each	R	R
1.12	Monkey Frame:	a) Supply and delivery of equipment	each	R	R

	According to Drawing No. 12 and item 13.15 under specification)	b) Installation of equipment, only	each	R	R
1.13	Balancing Beam: According to Drawing No. 13 and item 13.15 under specification)	a) Supply and delivery of equipment	each	R	R
		b) Installation of equipment, only	each	R	R
1.14	Sit Up Frame: According to Drawing No. 14 and item 13.11 under specification)	a) Supply and delivery of equipment	each	R	R
		b) Installation of equipment, only	each	R	R
1.15	4-in1 Machine: According to Drawing No. 15 and item 13.11 under specification)	a) Supply and delivery of equipment	each	R	R
		b) Installation of equipment, only	each	R	R
1.16	Circuit information board	All outdoor exercise equipment must be supplied in accordance with specification ref drawing no.09	each	R	R
1.17	Instruction panel	All outdoor exercise equipment must be supplied in accordance with specification ref drawing no.01 to 14	each	R	R
1.18	Quality Control report.	Quality assurance report by external independent party for each projects which will include all items of the project.	each	R	R

INITIALS OF CITY OFFICIALS		
1	2	3

THE PRICING SCHEDULE 2
REPAIRS OF EXISTING EQUIPMENT (EXERCISE EQUIPMENT)

MAXIMUM 8 WEEKS REQUIRED TO REMOVE, COMPLETE, DELIVER & RE-INSTALL WHERE APPLICABLE
 FROM DATE OF OFFICIAL ORDERS

**SCHEDULE 2: REPAIR OF EXISTING AND NEWLY
 INSTALLED OUTDOOR GYM EQUIPMENT**

Item No.	Item	Description	Unit	Year 1	
				1 st twelve months of the contract period)	
				(Exclusive Vat)	
				Zone A	Zone B
2.1.1	Item 1: Twin Walker	Removal & Re-Installation	each	R	R
2.1.2		Replacement of Baseplates (price per plate)	each	R	R
2.1.3		Replacement of footplate (price per plate)	each	R	R
2.1.4		Replacement of Pipe (48.50mm) (price per meter)	each	R	R
2.1.5		Replacement of Shaft	each	R	R
2.1.6		Replacement of Pipe (60mm) (price per meter)	each	R	R
2.1.7		Replacement of 165mm post	each	R	R
2.1.8		Refurbishment	each	R	R
2.1.9		Stripping and Painting	each	R	R
2.1.10		Replacement of 165mm end cover	each	R	R
2.1.11		Replacement of hinge support	each	R	R
2.1.12		Replacement of pivot nut	each	R	R
2.1.13		Replacement of stiffener	each	R	R
2.1.14		Replacement of collar base twister	each	R	R
2.1.15		Replacement of bearings	each	R	R
2.1.16		Replacement of bearing cover	each	R	R
2.1.17		Replacement of foot stiffener	each	R	R
2.2.1	Item 2: Double Walker	Removal & Re-Installation	each	R	R
2.2.2		Replacement of Baseplates (price per plate)	each	R	R
2.2.3		Replacement of footplate (price per plate)	each	R	R
2.2.4		Replacement of foot beam	each	R	R
2.2.5		Replacement of pipe(42,30mm)price per meter	each	R	R
2.2.6		Replacement of Pipe (60mm) (price per meter)	each	R	R
2.2.7		Replacement of pivot bush	each	R	R
2.2.8		Replacement of spacer	each	R	R
2.2.9		Stripping and Painting	each	R	R

2.2.10		Replacement of lower pivot shaft	each	R	R
2.2.11		Replacement of bearings	each	R	R
2.2.12		Replacement of bearing cover	each	R	R
2.2.13		Replacement of 165mm end cover	each	R	R
2.2.14		Replacement of top pivot shaft	each	R	R
2.2.15		Replacement of end washer	each	R	R
2.2.16		Replacement of lower bearing ends	each	R	R
2.2.17		Replacement of pivot support	each	R	R
2.2.18		Replacement of lower pivot shaft	each	R	R
2.3.1	Item 3: Twin Push Up Frame	Removal & Re-Installation	each	R	R
2.3.2		Replacement of Base Plate	each	R	R
2.3.3		Replacement of Pipe (165 x 4,5 mm) (price per meter)	each	R	R
2.3.4		Replacement of instruction panel	each	R	R
2.3.5		replacement of hand base	each	R	R
2.3.6		Replacement of Pipe (50mm) (price per meter)	each	R	R
2.3.7		Replacement of collar brace	each	R	R
2.3.8		Refurbishment	each	R	R
2.3.9		Stripping and Painting	each	R	R
2.3.10		Replacement of 165mm end cover	each	R	R
2.3.11		Replacement of M10 hex nuts	each	R	R
2.3.12		Powder Coating	each	R	R
2.3.13		Wooden Seat / Back Support	each	R	R
2.3.14		Fibreglass Seat / Back Support	each	R	R
2.4.1	Item 4: Double Twister	Removal & Re-Installation	each	R	R
2.4.2		Replacement of Baseplate	each	R	R
2.4.3		Replacement of Tapered Roller Bearing (price per bearing)	each	R	R
2.4.4		Replacement of Pipe (48.50mm) (price per meter)	each	R	R
2.4.5		Replacement of Circular plate (price per plate)	each	R	R
2.4.6		Replacement of Pipe (60mm) (price per meter)	each	R	R
2.4.7		Replacement of Rubber Discs (price per Disc)	each	R	R
2.4.8		Refurbishment	each	R	R
2.4.9		Stripping and Painting	each	R	R
2.4.10		Replacement of 165mm post	each	R	R
2.4.11		Replacement of twister base collar	each	R	R
2.4.12		replacement of 165mm end cover	each	R	R
2.4.13		Replacement of twisting shaft mechanism	each	R	R
2.4.14		Replacement of top collar	each	R	R
2.4.15		Replacement of arm brace	each	R	R
2.4.16		Replacement of M10 hex nuts	each	R	R
2.4.17		Powder Coating	each	R	R
2.5.1	Item 5: Twin Tai-chi Wheel	Removal & Re-Installation	each	R	R
2.5.2		Replacement of Baseplate	each	R	R
2.5.3		Replacement of 165mm post	each	R	R
2.5.4		Replacement of Pipe (42.30mm) (price per meter)	each	R	R

2.5.5	Item 6: Twin Push Chair	Replacement of Tai-chi wheels(price per wheel)	each	R	R
2.5.6		Replacement of Pipe (50mm) (price per meter)	each	R	R
2.5.7		Replacement of Rubber Discs (price per Disc)	each	R	R
2.5.8		Refurbishment	each	R	R
2.5.9		Stripping and Painting	each	R	R
2.5.10		Replacement of 165mm end cover replacement of handle	each	R	R
2.5.11		Replacement of arm brace	each	R	R
2.5.12		Replacement of support bars	each	R	R
2.5.13		Replacement of stiffener	each	R	R
2.5.14		Replacement of support brace	each	R	R
2.5.15		Replacement of bearings	each	R	R
2.5.16		Replacement of Plastic / Rubber handle	each	R	R
2.5.17		Replacement of bearing holder	each	R	R
2.5.18		Powder Coating	each	R	R
2.6.1		Removal & Re-Installation	each	R	R
2.6.2		Replacement of Base Plate	each	R	R
2.6.3		Replacement of Pipe (165 x 4,5 mm) (price per meter)	each	R	R
2.6.4		Replacement of Pipe (42.30mm) (price per meter)	each	R	R
2.6.5	Item 7: Twin	Replacement of wooden seat/back(price per seat/ back)	each	R	R
2.6.6		Replacement of Pipe (50mm) (price per meter)	each	R	R
2.6.7		Replacement of Pipe (60mm) (price per meter)	each	R	R
2.6.8		Refurbishment	each	R	R
2.6.9		Stripping and Painting	each	R	R
2.6.10		Replacement of 165mm end covers	each	R	R
2.6.11		Replacement of pivot support plate	each	R	R
2.6.12		Replacement of pivot plate	each	R	R
2.6.13		Replacement of top collar	each	R	R
2.6.14		Replacement of foot cross piece	each	R	R
2.6.15		Replacement of stopper pipe	each	R	R
2.6.16		Replacement of foot support	each	R	R
2.6.17		Replacement of 60mm rubber ends	each	R	R
2.6.18		Replacement of footplates	each	R	R
2.6.19		Replacement of collar stiffener	each	R	R
2.6.20		Replacement of seat support	each	R	R
2.6.21		Wooden Seat / Back Support	each	R	R
2.6.22		Fibreglass Seat / Back Support	each	R	R
2.6.23	Item 7: Twin	Replacement of foot brace	each	R	R
2.6.24		Replacement of seat stiffener	each	R	R
2.6.25		Replacement of 60mm end covers	each	R	R
2.6.26		replacement of bearing housing	each	R	R
2.6.27		Replacement of bearings	each	R	R
2.6.28		Replacement of seat ends	each	R	R
2.6.29		Replacement of M10 hex nuts	each	R	R
2.6.30		Replacement of 34mm end covers	each	R	R
2.6.31		Replacement of 2" Collar T	each	R	R
2.6.32		Powder Coating	each	R	R
2.7.1	Item 7: Twin	Removal & Re-Installation	each	R	R
2.7.2		Replacement of Baseplate	each	R	R

2.7.3	Replacement of 165mm post	each	R	R
2.7.4	Replacement of Pipe (42.30mm) (price per meter)	each	R	R
2.7.5	Replacement of 60mm pipe	each	R	R
2.7.6	Replacement of chair holder	each	R	R
2.7.7	Replacement of chair pivot	each	R	R
2.7.8	Replacement of chair mount	each	R	R
2.7.9	Stripping and Painting	each	R	R
2.7.10	Replacement of clamping block	each	R	R
2.7.11	Replacement of wooden seat/back(price per seat/back)	each	R	R
2.7.12	Replacement of short shaft	each	R	R
2.7.13	Replacement of top collar	each	R	R
2.7.14	Replacement of collar stiffener	each	R	R
2.7.15	Replacement of seat ends	each	R	R
2.7.16	Replacement of seat support	each	R	R
2.7.17	Replacement of seat stiffener	each	R	R
2.7.18	Replacement of chair post	each	R	R
2.7.19	Replacement of 165mm end cover	each	R	R
2.7.20	Replacement of M10 hex nuts	each	R	R
2.7.21	Replacement of 2" collar T	each	R	R
2.7.22	Replacement of 60mm end cover	each	R	R
2.7.23	Replacement of head support	each	R	R
2.7.24	Replacement of head cross	each	R	R
2.7.25	Replacement of collar head stiffener	each	R	R
2.7.26	Replacement of pivot stiffener	each	R	R
2.7.27	Replacement of bearings	each	R	R
2.7.28	Replacement of bearing housing	each	R	R
2.7.29	Replacement of 2" hinge top	each	R	R
2.7.30	Replacement of rubber foot ends	each	R	R
2.7..31	Powder Coating	each	R	R
2.7.32	Wooden Seat / Back Support	each	R	R
2.7.33	Fibreglass Seat / Back Support	each	R	R
2.8.1	Removal & Re-Installation	each	R	R
2.8.2	Replacement of Baseplate	each	R	R
2.8.3	Replacement of 165mm post	each	R	R
2.8.4	Replacement of Pipe (48.50mm) (price per meter)	each	R	R
2.8.5	Replacement of Pipe (60mm) (price per meter)	each	R	R
2.8.6	Replacement of handle collar	each	R	R
2.8.7	Replacement of hinge support plate	each	R	R
2.8.8	Replacement of hinge support	each	R	R
2.8.9	Stripping and Painting	each	R	R
2.8.10	replacement of TS pivot shaft	each	R	R
2.8.11	Replacement of 165mm end cover	each	R	R
2.8.12	Replacement of collar stiffener	each	R	R
2.8.13	Replacement of arm brace	each	R	R
2.8.14	Replacement of foot plate	each	R	R
2.8.15	Replacement of foot stiffener	each	R	R
2.8.16	Replacement of bearings	each	R	R
2.8.17	Replacement of bearing shaft	each	R	R

Item 8: Twin Side Twister

2.8.18		Replacement of bearing housing	each	R	R
2.8.19		Powder Coating	each	R	R
2.9.1	Item 9: Bicycle	Removal & Re-Installation	each	R	R
2.9.2		Replacement of Baseplate	each	R	R
2.9.3		Replacement of Pipe (48.50mm) (price per meter)	each	R	R
2.9.4		Replacement of Pipe (60mm) (price per meter)	each	R	R
2.9.5		Replacement of handle collar	each	R	R
2.9.6		Replacement of hinge support plate	each	R	R
2.9.7		Replacement of hinge support	each	R	R
2.9.8		Stripping and Painting	each	R	R
2.9.9		replacement of TS pivot shaft	each	R	R
2.9.10		Replacement of collar stiffener	each	R	R
2.9.11		Replacement of arm brace	each	R	R
2.9.12		Replacement of foot plate	each	R	R
2.9.13		Replacement of foot stiffener	each	R	R
2.9.14		Replacement of bearings	each	R	R
2.9.15		Replacement of bearing shaft	each	R	R
2.9.16		Replacement of bearing housing	each	R	R
2.9.17		Powder Coating	each	R	R
2.9.18		Replacement of 32mm pipe (price per meter)	each	R	R
2.9.19		Wooden Seat / Back Support	each	R	R
2.9.20		Fibreglass Seat / Back Support	each	R	R
2.9.21		Replacement of pivot bush	each	R	R
2.10.1	Item 10: Elliptical Cross Trainer	Removal & Re-Installation	each	R	R
2.10.2		Replacement of Baseplate	each	R	R
2.10.3		Replacement of Pipe (48.50mm) (price per meter)	each	R	R
2.10.4		Replacement of Pipe (60mm) (price per meter)	each	R	R
2.10.5		Replacement of handle collar	each	R	R
2.10.6		Replacement of hinge support plate	each	R	R
2.10.7		Replacement of hinge support	each	R	R
2.10.8		Stripping and Painting	each	R	R
2.10.9		replacement of TS pivot shaft	each	R	R
2.10.10		Replacement of collar stiffener	each	R	R
2.10.11		Replacement of arm brace	each	R	R
2.10.12		Replacement of foot plate	each	R	R
2.10.13		Replacement of foot stiffener	each	R	R
2.10.14		Replacement of bearings	each	R	R
2.10.15		Replacement of bearing shaft	each	R	R
2.10.16		Replacement of bearing housing	each	R	R
2.10.17		Powder Coating	each	R	R
2.10.18		Replacement of 32mm pipe (price per meter)	each	R	R
2.10.19		Replacement of pivot bush	each	R	R
2.10.20		Replacement of footplate (price per plate)	each	R	R
2.10.21		replacement of hand base	each	R	R

2.11.1	Item 11: Rowing Machine	Removal & Re-Installation	each	R	R
2.11.2		Replacement of Baseplate	each	R	R
2.11.3		Replacement of Pipe (48.50mm) (price per meter)	each	R	R
2.11.4		Replacement of Pipe (60mm) (price per meter)	each	R	R
2.11.5		Replacement of handle collar	each	R	R
2.11.6		Replacement of hinge support plate	each	R	R
2.11.7		Replacement of hinge support	each	R	R
2.11.8		Stripping and Painting	each	R	R
2.11.9		replacement of TS pivot shaft	each	R	R
2.11.10		Replacement of collar stiffener	each	R	R
2.11.11		Replacement of arm brace	each	R	R
2.11.12		Replacement of foot plate	each	R	R
2.11.13		Replacement of foot stiffener	each	R	R
2.11.14		Replacement of bearings	each	R	R
2.11.15		Replacement of bearing shaft	each	R	R
2.11.16		Replacement of bearing housing	each	R	R
2.11.17		Powder Coating	each	R	R
2.11.18		Replacement of 32mm pipe (price per meter)	each	R	R
2.11.19		Wooden Seat / Back Support	each	R	R
2.11.20		Fibreglass Seat / Back Support	each	R	R
2.11.21		Replacement of pivot bush	each	R	R
2.11.22		replacement of hand base	each	R	R
2.12.1	Item 12: Monkey Frame	Removal & Re-Installation	each	R	R
2.12.2		Replacement of Baseplates (price per plate)	each	R	R
2.12.3		Replacement of pipe 60mm (price per meter)	each	R	R
2.12.4		Replacement of 32mm pipe (price per meter)	each	R	R
2.12.5		Replacement of pipe covers	each	R	R
2.12.6		Refurbishment	each	R	R
2.12.7		Stripping and Painting	each	R	R
2.12.8		Powder Coating	each	R	R
2.13.1	Item 13: Balancing Beam	Removal & Re-Installation	each	R	R
2.13.2		Replacement of Base Plates (price per plate)	each	R	R
2.13.3		Replacement of pipe 60mm(price per meter)	each	R	R
2.13.4		Replacement of 60mm pipe covers	each	R	R
2.13.5		Replacement of 52mm joiner	each	R	R
2.13.6		Refurbishment	each	R	R
2.13.7		Stripping and Painting	each	R	R
2.13.8		Powder Coating	each	R	R
2.14.1	Item 14: Sit Up Frame	Removal & Re-Installation	each	R	R
2.14.2		Replacement of Base Plates (price per plate)	each	R	R
2.14.3		Replacement of pipe 60mm(price per meter)	each	R	R
2.14.4		Replacement of foot support	each	R	R
2.14.5		Replacement of body support	each	R	R

2.14.6		Replacement of foot support covers	each	R	R
2.14.7		Replacement of wooden slats	each	R	R
2.14.8		Refurbishment	each	R	R
2.14.9		Stripping and Painting	each	R	R
14.10		Powder Coating	each	R	R
2.15.1	Item 15. 4-in-1 Machine	Removal & Re-Installation	each	R	R
2.15.2		Replacement of base frame	each	R	R
2.15.3		Replacement of pipe 165mm x 4,5mm	each	R	R
2.15.4		Replacement of pipe 60mm	each	R	R
2.15.5		Replacement of pipe 48mm	each	R	R
2.15.6		Replacement of 40mmx10mm flat tubing	each	R	R
2.15.7		Replacement of footplates	each	R	R
2.15.8		Replacement of foot support	each	R	R
2.15.9		Stripping and Painting	each	R	R
2.15.10		Replacement of rubber footplates	each	R	R
2.15.11		Replacement of head support	each	R	R
2.15.12		Replacement of head cross	each	R	R
2.15.13		Replacement of head collar stiffener	each	R	R
2.15.14	Item 15. 4-in-1 Machine	Replacement of 2" collar T	each	R	R
2.15.15		Replacement of collar stiffener	each	R	R
2.15.16		Replacement of pivot plate	each	R	R
2.15.17		Replacement of pivot support plate	each	R	R
2.15.18		Replacement of twist support	each	R	R
2.15.19		Replacement of rear stiffener	each	R	R
2.15.20		Replacement of chair hinge plate	each	R	R
2.15.21		Replacement of chair holder	each	R	R
2.15.22		Replacement of chair post	each	R	R
2.15.23		Replacement of chair base	each	R	R
2.15.24		Replacement of seat support bracket	each	R	R
2.15.25		Replacement of bearing shaft	each	R	R
2.15.26		Replacement of bearings	each	R	R
2.15.27		Replacement of bearing housing	each	R	R
2.15.28		Replacement of 2" hinge top	each	R	R
2.15.29		Replacement of seat bottom plates	each	R	R
2.15.30		Replacement of 60mm top end covers	each	R	R
2.15.31		Replacement of 60mm rubber ends	each	R	R
2.15.32		Replacement of 165mm end covers	each	R	R
2.15.33		Replacement of end washers	each	R	R
2.15.34		Replacement of safety frame	each	R	R
2.15.35		Replacement of safety mesh	each	R	R
2.15.36		Replacement of twisting shaft	each	R	R
2.15.37		Replacement of M10+M12 nuts	each	R	R

INITIALS OF CITY OFFICIALS		
1	2	3

**THE PRICING SCHEDULE 3
HARDEN UNDER/AROUND OUTDOOR GYM EQUIPMENT**

SCHEDULE 3: HARDENING UNDER/AROUND OUTDOOR GYM EQUIPMENT						
Item No.	Item	Description		Unit	Year 1	
					1 st twelve months of the contract period) (Exclusive Vat)	
					Zone A	Zone B
3.1	Concrete Base around Outdoor Gym Item. (Refer item 13.5 under specification)	Concrete Base		M2	R	R
3.2	Tarmac Base around Outdoor Gym Item. (Refer item 13.6 under specification)	Tarmac Base		M2	R	R
3.3	Expose aggregate stone surface around Outdoor Gym Item. (Refer item 13.11 under specification)	Expose aggregate stone surface		M2	R	R
3.4	Black and all other colours (Oxide) Rubbing Matting around Outdoor Gym Item. (Refer item 13.10 under specification)	3.4.1	Rubber mating (10mm)	M2	R	R
		3.4.2	Rubber mating (20mm)	M2	R	R
		3.4.3	Rubber mating (30mm)	M2	R	R
3.5	Synthetic surface around Outdoor Gym Item. Refer item 13.12 under specification)	Synthetic surface		M2	R	R
3.6	E1 Curb Edging to be used around harden surface Refer item 13.6 under specification)	E1 Curb Edging		M2	R	R
3.7	Clay- brick Edging to be used around harden surface Refer item 13.6 unde specification)	Clay- brick Edging		M2	R	R

INITIALS OF CITY OFFICIALS		
1	2	3

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 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 other than as specified in Schedule 8 and 17.4 of the Special Conditions of Contract.
- 5.8 Tenderers may choose to tender for either Sections 1, 2 and 3 individually or can submit rates for all Sections or a combination thereof.
- 5.9 Tenderers must submit rates for ALL items listed under the particular Section/s tendered for. Failure to submit rates for all items as reflected under a relevant Section may be deemed non-responsive.
- 5.10 The tenderer for Section 1, 2 and 3 must tender prices/rates on all items, of Section 1, 2 and 3 pricing schedules, to be deemed responsive. An item against which no rate (or rates, in the case of rate categories if provided) 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 evaluated as a nil rate having been entered against that item, i.e. that there is no charge for that item.
- 5.11 Section 1, Section 2 and Section 3 be evaluated and awarded separately based on separate schedule of competence in Schedule 15.

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:

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

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

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

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

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

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

4.1 If YES, furnish particulars below

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

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

Date

Schedule 3: Preference Schedule

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to **exceed R50 000 000** (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black

Economic Empowerment Act;

- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“price”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

4.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

90/10

$$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

4.3 POINTS AWARDED FOR PRICE

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

90/10

$$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

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

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

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

6. BID DECLARATION

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

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

- 7.1 B-BBEE Status Level of Contributor: . =(maximum of 20 points)

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

8. SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted?

(*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 8.1.1 If yes, indicate:

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

(*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
---	----------	----------

Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES 1. 2.

..... SIGNATURE(S) OF BIDDERS(S)
DATE: ADDRESS

industries

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

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

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

stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars

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

3.13.1 If yes, furnish particulars

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

3.14.1 If yes, furnish particulars

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

3.15.1 If yes, furnish particulars

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

3.16.1 If yes, furnish particulars

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

Full Name	Identity Number	State Employee Number

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

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

Signature

Print name:

Date

On behalf of the tenderer (duly authorised)

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

(a) a member of –

- (i) any municipal council;**
- (ii) any provincial legislature; or**
- (iii) the national Assembly or the national Council of provinces;**

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) an executive member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

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

Schedule 5: Conflict of Interest Declaration

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

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

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

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

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

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

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

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

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

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

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

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

Date

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

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

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

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

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

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

2.3.1	If so, furnish particulars:		
Item	Question	Yes	No
2.4	Does the tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <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 Business address(es) of the tenderer	Municipal Account number(s)

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

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

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

Date

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

- 8.1 The Contract Price Adjustment mechanism and/or provisions relating to Rate of Exchange Variation, contained in this schedule is compulsory and binding on all Contractor.
- 8.2 Failure to complete this schedule or any part thereof may result in the tender offer being declared non-responsive.
- 8.3 Contractor are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule, failing which the tender offer shall be declared non-responsive.
- 8.4 Contractor are not permitted to offer firm prices except as provided for in the Price Schedule, and if the tenderer offers firm prices in contravention of this clause the tender offer shall be declared non-responsive.
- 8.5 Any claim for an increase in the Contract price shall be submitted in writing to the:
 Director Supply Chain Management, City of Cape Town,
 PO Box 655, Cape Town, 8000 or
- by email to: CPA.Request@capetown.gov.za and ettiene.arendse@capetown.gov.za
- 15 days prior to the** price adjustment becoming 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 a 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 Contractor and the City, a subsequent date on which the price increase will be effective.
- 8.10 In instances where the Contractor'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 Contractor.

CONTRACT PRICE ADJUSTMENT MECHANISM:

- 8.11.1 Tenderers must choose one of the Contract Price Adjustment mechanism as listed in the table below: **Tenderers must note that the CPA mechanism, will be binding at contract phase, for the duration of the contract period.**

No	CPA Mechanism	Tick the appropriate box
	CPA based on SEIFSA	

8.13 TENDERERS WHO ARE MANUFACTURES

8.13.1 SEIFSA Index based Contract Price Variations

- 8.13.1.1 This section is applied to Tenderers that ARE the manufacturer of the tendered Goods.

8.13.1.2 Only Tenderers that are the manufacturers of the goods may claim SEIFSA Index based contract price adjustments.

8.13.1.3 The contract price per item shall be adjusted **monthly** in advance of placement of orders, and the adjusted contract price shall be applicable for purchase orders placed during the following full calendar month.

8.13.1.4 Fluctuations in the prices of raw materials and labour will be acceptable for the Contract Price Adjustment calculations.

8.13.1.5 The base month for Contract Price Adjustment calculations shall be the calendar month prior to the month of the closing date for tenders, and published indices applicable to 2 months prior shall be used.

8.13.1.6 A minimum of 10% of the tender price shall be fixed and free of variation for the duration of the contract.

8.13.1.7 The process to be followed by Contractors for claims for contract price adjustment in terms of SEIFSA shall be as follows:

IMPORTANT: Tenderers who are manufacturers must complete the table below:

Components	% Total Price	Applicable SEIFSA Table	Applicable SEIFSA Index
Labour			
Materials			
Other			
Fixed (10%)			
Total	100		

Schedule 9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender **382G/2021/22 TENDER DESCRIPTION: SUPPLY AND DELIVERY, INSTALLATION OF NEW OUTDOOR EXERCISE EQUIPMENT AND THE REPAIRS TO EXISTING OUTDOOR EXERCISE EQUIPMENT** in response to the tender invitation made by THE CITY OF CAPE TOWN, do hereby make the following statements, which I certify to be true and complete in every respect:

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

That:

1. I have read and I understand the contents of this Certificate;
2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised by the tenderer to sign this Certificate, and to submit this tender, on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorised by the tenderer to determine the terms of, and to sign, the tender on behalf of the tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word 'competitor' shall include any individual or organisation other than the tenderer, whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this tender invitation;
 - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at this tender independently from and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive price quoting.
7. In particular, without limiting the generality of paragraphs 5 and 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit a tender;
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) tendering with the intention not to win the contract.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of this tender have not been and will not be disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, Act 89 of 1998, and/or may be reported to the National Prosecuting Authority (NPA) for criminal investigation, and/or may be restricted from conducting business with the public sector for a period not exceeding 10 (ten) years in terms of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, or any other applicable legislation.

Signature

Date

Name (PRINT)

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

¹ Consortium: Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.)

Schedule 10A: Local Content Declaration / Annexure C

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

Preamble

This declaration is based on and replaces Municipal Bid Document 6.2 (MBD 6.2).

The amendments made to the MBD 6.2 document have been necessary to clarify this standard document as it relates to local production and content in the Electrical and Telecom Cable sector.

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

Documents listed herein are downloadable from the dti's official website, <http://www.thedti.gov.za>.

This schedule must be completed by tenderers and returned with their tender at the closing date and time for this tender.

1. General Conditions

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

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

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by Nedbank at close of business on the date of advertisement of the bid as required in paragraph 4.1 below.

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

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

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (Cont'd)

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

Description of services, works or goods

Stipulated minimum threshold

Steel Products and Components for Construction

100%

3. Does any portion of the services, works or goods offered for Items as detailed in Annexure C have any imported content?

(Tick applicable box)

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

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the above General Conditions must be the rate(s) published by Nedbank at close of business on the date of advertisement of the bid.

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Tenderers must submit proof of the Nedbank rate(s) of exchange used.

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

Annex C

Local Content Declaration - Summary Schedule

(C1)	Tender No.	DP6505G/2021/22			
(C2)	Tender description:	SUPPLY, DELIVERY AND INSTALLATION OF OUTDOOR EXERCISE EQUIPMENT AND REPAIRS TO EXISTING OUTDOOR EXERCISE EQUIPMENT			
(C3)	Designated product(s)	STEEL PRODUCTS AND COMPONENTS FOR CONSTRUCTION			
(C4)	Tender Authority:	CITY OF CAPE TOWN			
(C5)	Tenderer Entity name:				
(C6)	Tender Exchange Rate:	Pula		EU	
(C7)	Specified local content %	100%			

Note: VAT to be excluded from all calculations

Calculation of local content

Tender no's	item	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value of net exempted imported content	Imported value	Local value	Local content % (per item)
(C8)		(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15, 1.16, 1.17, 1.18, 2.9.18, 2.10.18,		Seamless Mild Steel rond tubing 32mmX3mm						

Tender summary

Anticipated Annual Tender Qty (m)	Total Tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

Calculation of local content								Tender summary			
Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Anticipated Annual Tender Qty (m)	Total Tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
2.11.18, 2.12.4, 2.1.5 2.1.14, 2.4.14 2.4.15 2.9.9 2.10.5 2.10.9 2.15.21 2.11.5 2.11.9 2.11.15 2.11.22 2.13.5 2.15.11 2.15.12 2.15.18 2.15.18 2.15.21 2.15.22 2.15.23 2.15.25 2.15.34 2.7.6 2.7.7 2.7.12 2.7.13 2.7.18 2.7.23 2.7.24 28.6 2.8.10 2.8 17 2.8.18											
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15 1.16, 1.17 1.18 2.1.5, 2.2.17 2.4.14 2.4.15 2.9.5 2.9.9	Seamless Mild Steel rond tubing 34mmX3mm										
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15 1.16, 1.17 1.18 2.1.5, 2.2.17 2.2.18 2.4.11 2.4.14 2.4.15 2.3.7 2.3.5 2.9.5 2.9.9 2.9.15 2.10.5 2.10.9 2.15.21 2.11.5	Seamless Mild Steel rond tubing 38mmX3mm										

			Calculation of local content					Tender summary				
Tender no's	item	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Anticipated Annual Tender Qty (m)	Total Tender value	Total exempted imported content	Total Imported content
(C8)		(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
2.11.9 2.11.22 2.15.11 2.15.18 2.15.21 2.15.23 2.15.34 2.7.7 2.7.13 2.7.23 28.6 17	2.11.15 2.13.5 2.15.12 2.15.18 2.15.22 2.15.25 2.7.6 2.7.12 2.7.18 2.7.24 2.8.10 2.8.18											
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15 1.16, 1.17 1.18 2.2.5, 2.5.4, 2.6.4, 2.7.4, 2.1.5, 2.2.4 2.2.10 2.2.18 2.4.11 2.4.14 2.4.15 2.3.5 2.3.7 2.6.13 2.6.13 2.6.15 2.6.16 2.6.20 2.9.5 2.9.9 2.9.15		Seamless Mild Steel rond tubing 42.8mmX3mm										
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15 1.16, 1.17 1.18 2.1.4, 2.4.4, 2.8.4, 2.9.3, 2.10.3, 2.11.3, 2.2.17, 2.15.5, 2.1.5, 2.2.4,		Seamless Mild Steel rond tubing 48.5mmX3mm										

			Calculation of local content						Tender summary			
Tender no's	item	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Anticipated Annual Tender Qty (m)	Total Tender value	Total exempted imported content	Total Imported content
(C8)		(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
2.2.10 2.4.11 2.6.13 2.6.15 2.6.20 2.9.15 2.10.9 2.11.5 2.11.15 2.13.5 2.15.12 2.15.18 2.15.18 2.15.22 2.15.25 2.7.6 2.7.13 2.7.23 28.6 17	2.2.18 2.3.7 2.6.13 2.6.16 2.9.5 2.10.5 2.15.21 2.11.9 2.11.22 2.15.11 2.15.18 2.15.21 2.15.23 2.15.34 2.7.7 2.7.18 2.7.24 2.8.10 2.8.18											
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15, 1.16, 1.17, 1.18, 2.3.6, 2.5.6, 2.6.6, 2.1.5, 2.2.4, 2.2.10, 2.2.17, 2.3.7, 2.2.18, 2.6.13, 2.6.15, 2.6.16, 2.6.20, 2.9.5, 2.9.9, 2.9.15, 2.7.6, 2.7.7, 2.7.12, 2.7.13, 2.7.18, 2.7.23, 2.7.24, 28.6, 2.8.10, 2.8.17, 2.8.18		Seamless Mild Steel rond tubing 50mmX3mm										

			Calculation of local content					Tender summary				
Tender no's	item	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Anticipated Annual Tender Qty (m)	Total Tender value	Total exempted imported content	Total Imported content
(C8)		(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15, 1.16, 1.17, 1.18, 2.1.6, 2.2.6, 2.4.6, 2.6.7, 2.7.5, 2.8.5, 2.9.4, 2.10.4, 2.11.4, 2.2.4, 2.2.17, 2.12.3, 2.13.3, 2.14.3, 2.15.4, 2.2.10, 2.6.13, 2.6.15, 2.9.5, 2.6.16, 2.6.20, 2.9.9, 2.9.15, 2.7.6, 2.7.7, 2.7.12, 2.7.13, 2.7.18, 2.7.23, 2.7.24, 28.6, 2.8.10, 2.8.17, 2.8.18		Seamless Mild Steel rond tubing 60mmX3mm										
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15, 2.2.4, 2.6.13, 2.6.15, 2.6.16, 2.6.20, 2.9.5, 2.7.6, 2.7.7, 2.7.12, 2.7.13, 2.7.18, 2.7.24, 28.6, 2.8.10, 2.8.17, 2.8.18		Seamless Mild Steel rond tubing 76mmX3mm										
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8,		Seamless Mild Steel rond										

Calculation of local content							
Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
1.9, 1.10, 1.11, 1.12, 1.13, 1.15 2.2.4	tubing 114mmX3mm						
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15, 2.1.7, 2.3.3, 2.4.10 2.5.3, 2.6.3 2.7.3, 2.8.3, 2.15.3,	Seamless Mild Steel rond tubing 165mmX3mm						
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15 1.16, 1.17 1.18 2.1.3, 2.4.5, 2.2.3, 2.5.5 2.6.18 2.9.12 2.10.12 2.10.20 2.11.12 2.15.7 2.8.14	Chequer Plate 2500x1200x3/4.6						
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15 1.16, 1.17 1.18 2.1.3, 2.2.3 2.4.5 2.5.5 2.6.18 2.8.14 2.9.12 2.10.12 2.10.20 2.11.12 2.15.7	Chequer Plate 2500x1200x4.5/6.1						
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11,	Hot Rolled Sheet & Plate 2450x1225x1.6mm						

Tender summary			
Anticipated Annual Tender Qty (m)	Total Tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

Calculation of local content								Tender summary			
Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Anticipated Annual Tender Qty (m)	Total Tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
1.12, 1.13, 1.15 1.16, 1.17 1.18 2.4.12 2.6.302.5.10 2.3.10 2.6.10 2.6.19 2.12.5 2.13.4 2.14.6 2.15.30 2.15.32 2.7.22 2.8.11											
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15 1.16, 1.17 1.18, 2.3.4 2.5.10 2.6.10 2.6.11 2.6.12 2.6.19 2.6.25 2.6.30 2.5.12 2.5.11 2.9.10 2.9.11 2.9.13 2.12.5 2.13.4 2.14.6 2.15.30 2.15.32	Hot Rolled Sheet & Plate 2450x1225x2mm										
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15 1.16, 1.17 1.18 2.1.10 2.6.11 2.6.12 2.6.23 2.6.24 2.6.25 2.5.12 2.5.11 2.9.6 2.9.7 2.9.10 2.9.11 2.9.13 2.10.6 2.10.7 2.10.10 2.10.13 2.11.6 2.11.7	Hot Rolled Sheet & Plate 2450x1225x2.5mm										

			Calculation of local content					Tender summary				
Tender no's	item	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Anticipated Annual Tender Qty (m)	Total Tender value	Total exempted imported content	Total Imported content
(C8)		(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
2.11.10 2.11.13 2.15.8 2.15.16 2.15.19 2.15.29 2.7.14 2.7.17 2.7.25 2.8.7 2.8.13	2.11.11 2.14.4 2.15.13 2.15.17 2.15.20 2.7.8 2.7.15 2.7.19 2.7.26 2.8.8 2.8.15											
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15, 1.16, 1.17 2.1.13, 2.3.2 2.6.11 2.6.12 2.16.19 2.6.23 2.6.24 2.6.28 2.5.12 2.5.11 2.9.6 2.9.7 2.9.10 2.9.11 2.9.13 2.10.6 2.10.7 2.10.10 2.10.13 2.11.6 2.11.7 2.11.10 2.11.11 2.11.13 2.14.4 2.15.8 2.15.13 2.15.16 2.15.17 2.15.19 2.15.20 2.15.29 2.7.8 2.7.14 2.7.15 2.7.17 2.7.19 2.7.25 2.7.26 2.8.7 2.8.8 2.8.12 2.8.13 2.8.15	Hot Rolled Sheet & Plate 2450x1225x3mm											

Calculation of local content							
Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15 1.16, 1.17 1.18 2.6.11 2.6.12 2.6.19 2.6.23 2.6.24 2.9.6 2.9.7 2.9.10 2.9.11 2.9.13 2.7.8 2.7.14 2.7.15 2.7.17 2.7.19 2.7.25 2.7.26 2.8.7 2.8.8 2.8.12 2.8.13 2.8.15	Hot Rolled Sheet & Plate 2450x1225x4mm						
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15 1.16, 1.17 1.18 2.1.2, 2.2.2, 2.5.2, 2.4.2, 2.3.2 2.6.2 2.7.2 2.9.2 2.10.2 2.11.2 2.12.2 2.13.2 2.14.2 2.14.5 2.15.2 2.7.2 2.8.2	Hot Rolled Sheet & Plate 2450x1225x12mm						
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15 1.16, 1.17 1.18	Mild Steel Angle Iron 25x25x3mm						
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11,	Mild steel Angle Iron 30x30x3mm						

Tender summary			
Anticipated Annual Tender Qty (m)	Total Tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

Calculation of local content							
Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
1.12, 1.13, 1.15 1.16, 1.17 1.18 2.5.12 2.5.11							
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15 1.16, 1.17 1.182.5.12 2.5.11 2.5.14 2.10.7 2.10.11 2.11.6 2.11.7 2.15.2	Mild steel Angle Iron 40x40x3mm						
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15 1.16, 1.17 1.18 2.5.12 2.5.11 2.5.14 2.10.7 2.10.11 2.11.6 2.11.7 2.15.2	Mild Steel Angle Iron 50x50x3mm						
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15 1.16, 1.17 1.18	Flar bar 16x3mm						
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15 1.16, 1.17 1.18	Flar bar 20x3mm						
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15	Flar bar 25x3mm						

Tender summary			
Anticipated Annual Tender Qty (m)	Total Tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

Calculation of local content							
Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
1.16, 1.17 1.18							
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15 1.16, 1.17 1.18	Flar bar 30x3mm						
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15 1.16, 1.17 1.18	Flar bar 40x3mm						
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15 1.16, 1.17 1.18	Flar bar 50x3mm						
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15 1.16, 1.17 1.18	Flar bar 60x3mm						
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15 1.16, 1.17 1.18	Sqaure Bar 10mm						
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15 1.16, 1.17 1.18	Sqaure Bar 12mm						
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8,	Sqaure Bar 16mm						

Tender summary			
Anticipated Annual Tender Qty (m)	Total Tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

Calculation of local content							
Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
1.9, 1.10, 1.11, 1.12, 1.13, 1.15 1.16, 1.17 1.18							
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15 1.16, 1.17 1.18	Sqaure Bar 20mm						
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15 1.16, 1.17 1.18	Sqaure Bar 25mm						
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15 1.16, 1.17 1.18	Sqaure Bar 30mm						
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15 1.16, 1.17 1.18	Sqaure Bar 10mm						
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15 1.16, 1.17 1.18	Sqaure Bar 12mm						
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15 1.16, 1.17 1.18	Sqaure Bar 16mm						

Tender summary			
Anticipated Annual Tender Qty (m)	Total Tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

Calculation of local content							
Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15 1.16, 1.17 1.18	Sqaure Bar 20mm						
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15 1.16, 1.17 1.18	Round Bar 25mm						
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15 1.16, 1.17 1.18	Round Bar 30mm						
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15 1.16, 1.17 1.18	Round Bar 35mm						
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15 1.16, 1.17 1.18	Round Bar 40mm						
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15 1.16, 1.17 1.18	Round Bar 50mm						
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11,	Seamless Mild Steel Rectangle Tubing						

Tender summary			
Anticipated Annual Tender Qty (m)	Total Tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

Calculation of local content							
Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
1.12, 1.13, 1.15 1.16, 1.17 1.18	38x19x3mm						
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15 1.16, 1.17 1.18	Seamless Mild Steel Rectangle Tubing 50x25x3mm						
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15 1.16, 1.17 1.18	Seamless Mild Steel Rectangle Tubing 50x38x3mm						
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15 1.16, 1.17 1.18	Seamless Mild Steel Rectangle Tubing 63x25x3mm						
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15 1.16, 1.17 1.18	Seamless Mild Steel Rectangle Tubing 76x25x3mm						
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15 1.16, 1.17 1.18	Seamless Mild Steel Rectangle Tubing 76x38x3mm						
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15 1.16, 1.17 1.18	Seamless Mild Steel Rectangle Tubing 76x50x3mm						

Tender summary			
Anticipated Annual Tender Qty (m)	Total Tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

Calculation of local content							
Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15 1.16, 1.17 1.18 2.7.16	Seamless Mild Steel Sqaure Tubing 25X25x3mm						
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15 1.16, 1.17 1.18 2.7.16	Seamless Mild Steel Sqaure Tubing 32X32x3mm						
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15 1.16, 1.17 1.18 2.15.6	Seamless Mild Steel Sqaure Tubing 38X38x3mm						
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15 1.16, 1.17 1.18	Seamless Mild Steel Sqaure Tubing 50x50x3mm						
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15 1.16, 1.17 1.18	Seamless Mild Steel Sqaure Tubing 75x75x3mm						
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15 1.16, 1.17 1.18	Y10 Bar						

Tender summary			
Anticipated Annual Tender Qty (m)	Total Tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

Calculation of local content							
Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value of net exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15 1.16, 1.17 1.18	Y12 Bar						
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15 1.16, 1.17 1.18	Y8 Bar						
3.1, 3.3	Welded Mesh Fabric: 4.0MM						
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15 1.16, 1.17 1.18	M5 Bolts & nut with washer						
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15 1.16, 1.17 1.18	M6 Bolts & nut with washer						
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15 1.16, 1.17 1.18	M8 Bolts & nut with washer						
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15 1.16, 1.17 1.18	M10 Bolts & nut with washer						

Tender summary			
Anticipated Annual Tender Qty (m)	Total Tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

Calculation of local content							
Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
2.3.11, 2.4.16, 2.6.29 2.15.37 2.7.20							
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15 1.16, 1.17 1.18 2.15.37	M12 Bolts & nut with washer						
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15 1.16, 1.17 1.18	M16 Bolts & nut with washer						
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15 1.16, 1.17 1.18	M4 Bolts & nut with washer						
2.15.35	Expanded metal						
2.1.12,	Schedule 2: Pivot Nut						
2.5.13	Schedule 2: Stiffener						
2.1.15, 2.2.11, 2.5.15, 2.6.27, 2.7.27, 2.8.16, 2.9.14, 2.10.14, 2.15.26,	Schedule 2: Bearings						
2.1.16, 2.2.12,	Schedule 2: Bearing Cover						
2.4.3	Schedule 2: Tapered Roller Bearing						

Tender summary			
Anticipated Annual Tender Qty (m)	Total Tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

		Calculation of local content						Tender summary				
Tender no's	item	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Anticipated Annual Tender Qty (m)	Total Tender value	Total exempted imported content	Total Imported content
(C8)		(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
2.1.17		Schedule 2: Foot Stiffener										
2.2.7, 2.10.19, 2.11.21,		Schedule 2: Pivot Bush										
2.2.8		Schedule 2: Spacer										
2.2.15, 2.15.33		Schedule 2: End Washer										
2.2.16,		Schedule 2: Bearing Ends										
2.4.13 2.15.36		Schedule 2: Twisting Shaft Mechanism										
2.5.17, 2.6.26, 2.9.16, 2.10.16 2.8.18 2.11.16 2.15.27 2.7.28		Schedule 2: Bearing Holder/Housing										
2.6.31, 2.7.21 2.15.14		Schedule 2: 2" Collar T										
2.15.28 2.7.29		Schedule 2: 2" Hinge										
(C20) Total tender value									R			
(C21) Total Exempt imported content										R		
(C22) Total tender value net of exempt imported content										R		
(C23) Total Imported content											R	
(C24) Total local content											R	
(C25) Average local content % of tender												

Signature of tenderer from Annex B

Date:

Schedule 10B: Local Content Declaration / Annexure C

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

Preamble

This declaration is based on and replaces Municipal Bid Document 6.2 (MBD 6.2).

The amendments made to the MBD 6.2 document have been necessary to clarify this standard document as it relates to local production and content in the Electrical and Telecom Cable sector.

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

Documents listed herein are downloadable from the dti's official website, <http://www.thedti.gov.za>.

This schedule must be completed by tenderers and returned with their tender at the closing date and time for this tender.

2. General Conditions

- 1.7 Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.8 Regulation 8(2) prescribes that in the case of designated sectors, organs of state must advertise such bids with the specific bidding condition that only locally produced goods with a stipulated minimum threshold for local production and content will be considered.
- 1.9 Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.10A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.11 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by Nedbank at close of business on the date of advertisement of the bid as required in paragraph 4.1 below.

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

- 1.12A bid may be disqualified/declared non-responsive if this Declaration Certificate and Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation.

- Textiles, Clothing, Leather and Footwear Sector** **100%**

- | | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

**DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS
(Cont'd)(AS PER ANNEX B OF SATS 1286:2011)**

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

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):

.....

NB

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

I, the undersigned, (full names),

do hereby declare, in my capacity as

of(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011;
- (c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 2 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

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

SIGNATURE:

DATE: _____

WITNESS No. 1

DATE: _____

WITNESS No. 2

DATE: _____

Annex C

Local Content Declaration - Summary Schedule

(C1)	Tender No.	DP6505G/2021/22			
(C2)	Tender description:	SUPPLY, DELIVERY AND INSTALLATION OF OUTDOOR EXERCISE EQUIPMENT AND REPAIRS TO EXISTING OUTDOOR EXERCISE EQUIPMENT			
(C3)	Designated product(s)	STEEL PRODUCTS AND COMPONENTS FOR CONSTRUCTION			
(C4)	Tender Authority:	CITY OF CAPE TOWN			
(C5)	Tenderer Entity name:				
(C6)	Tender Exchange Rate:	Pula		EU	
(C7)	Specified local content %	100%			

Note: VAT to be excluded from all calculations

Calculation of local content

Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
1	Supply and Install Synthetic surface						

Tender summary

Anticipated Annual Tender Qty (m)	Total Tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

TENDER NO: 382G/2021/22

Calculation of local content

Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value of net exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

Tender summary

Anticipated Annual Tender Qty (m)	Total Tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

(C20) Total tender value

R

(C21) Total Exempt imported content

R

(C22) Total tender value net of exempt imported content

R

(C23) Total Imported content

R

(C24) Total local content

R

(C25) Average local content % of tender

Signature of tenderer from Annex B

Date:

Schedule 11: Price Basis for Imported Resources

Not used

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

Not Used

Schedule 13: List of other documents attached by tenderer
--

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

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

Attach additional pages if more space is required.

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

 Date

Schedule 14: Record of Addenda to Tender Documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

Schedule 15: Information to be provided with the tender
--

The following information shall be provided with the Tender:

**Please complete the Schedule listed below for Evaluation Purposes – Section 1:
Supply and installation of new outdoor gym equipment.**

1. Schedule 15.1.1 Past / Current Work / Years Experience Plus Contract Value
2. Schedule 15.1.2 Human Resources

**Please complete the Schedule listed below for Evaluation Purposes – Section 2:
Repair of existing and newly installed outdoor gym equipment**

3. Schedule 15.2.1 Past / Current Work / Years Experience Plus Contract Value
4. Schedule 15.2.2 Vehicles (Hired vs Owned)
5. Schedule 15.2.3 Human Resources

**Please complete the Schedule listed below for Evaluation Purposes – Section 3:
New construction/installation of surface and repair of existing surfaced.**

6. Schedule 15.3.1 Past / Current Work / Years Experience Plus Contract Value
7. Schedule 15.3.2 Vehicles
8. Schedule 15.3.3 Human Resources

SIGNED ON BEHALF OF TENDERER:

SECTION/SCHEDULE 1: SUPPLY AND INSTALLATION OF NEW OUTDOOR GYM EQUIPMENT.

SCHEDULE 15.1.1 – PAST/CURRENT WORK/YEARS EXPERIENCE PLUS CONTRACT VALUE

NUMBER OF YEARS EXPERIENCE IN SIMILAR WORK		
COMPANY / ORGANISATION NAME (TENDERED COMPANY)	YEAR STARTED	YEARS EXPERIENCE

PROJECTS COMPLETED						
	COMPANY / ORGANISATION NAME (WHOM SERVICES RENDERED FOR)	PROJECT NO / REFERENCE NO / PURCHASE ORDER NO /	DETAILED PROJECT DESCRIPTION	PROJECT VALUE	CONTACT PERSON	CONTACT NUMBER / EMAIL
1						
2						
3						
4						
5						
6						

TENDER NO: 382G/2021/22

7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					

SCHEDULE 15.2 – HUMAN RESOURCES
--

IGNATION	NAME	IDENTITY NO	COPY ATTACHED / INDICATE WHETHER CVS APPENDED (YES / NO) – ANNEXURE MARKED AS
Management/Admin			
Contract Manager			
Safety officer			
Administration			
Supervisors			

TENDER NO: 382G/2021/22

Technical Staff/Workers			

SECTION/SCHEDULE 2 REPAIR OF EXISTING AND NEWLY INSTALLED OUTDOOR GYM EQUIPMENT

SCHEDULE 15.2.1 – PAST/CURRENT WORK EXPERIENCE PLUS CONTRACT VALUE

NUMBER OF YEARS EXPERIENCE IN SIMILAR WORK		
COMPANY / ORGANISATION NAME (TENDERED COMPANY)	YEAR STARTED	YEARS EXPERIENCE

PROJECTS COMPLETED						
	COMPANY / ORGANISATION NAME (WHOM SERVICES RENDERED FOR)	PROJECT NO / REFERENCE NO / PURCHASE ORDER NO /	DETAILED PROJECT DESCRIPTION	PROJECT VALUE	CONTACT PERSON	CONTACT NUMBER / EMAIL
1						
2						
3						
4						
5						
6						
7						

8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					

SCHEDULE 15.2.2 – VEHICLES

1. VEHICLES

Tenderer to detail specific types of vehicles which will be used.

Vehicle	Tick the relevant box below		Make/Model	Annexure Marked as
	Owned	To be hired		
Vehicle (LDV) 3-5ton				
Vehicle (LDV)				

Note to Tenderes: Tenderer to ensure that all relevant documentation of information completed in above table has been attached and marked according to annexure information in above table.

SCHEDULE 15.2.3 – HUMAN RESOURCES

IGNATION	NAME	IDENTITY NO	COPY ATTACHED / INDICATE WHETHER CVS APPENDED (YES / NO) – ANNEXURE MARKED AS
Management/Admin			
Contract Manager			
Safety officer			
Administration			
Supervisors			
Technical Staff/Workers			

TENDER NO: 382G/2021/22

SECTION/SCHEDULE 3: NEW CONSTRUCTION/INSTALLATION OF SURFACE AND REPAIR OF EXISTING SURFACED.

SCHEDULE 15.3.1 – PAST/CURRENT WORK EXPERIENCE PLUS CONTRACT VALUE

NUMBER OF YEARS EXPERIENCE IN SIMILAR WORK		
COMPANY / ORGANISATION NAME (TENDERED COMPANY)	YEAR STARTED	YEARS EXPERIENCE

PROJECTS COMPLETED						
	COMPANY / ORGANISATION NAME (WHOM SERVICES RENDERED FOR)	PROJECT NO / REFERENCE NO / PURCHASE ORDER NO /	DETAILED PROJECT DESCRIPTION	PROJECT VALUE	CONTACT PERSON	CONTACT NUMBER / EMAIL
1						
2						
3						
4						
5						
6						

7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					

SCHEDULE 15.3.2 – VEHICLES

2. VEHICLES

Tenderer to detail specific types of vehicles which will be used.


Vehicle	Tick the relevant box below		Make/Model	Annexure Marked as
	Owned	To be hired		
Vehicle (LDV) 3-5ton				
Vehicle (LDV)				

Note to Tenderes: Tenderer to ensure that all relevant documentation of information completed in above table has been attached and marked according to annexure information in above table.

SCHEDULE 15.3.3 – HUMAN RESOURCES

DESIGNATION	NAME	IDENTITY NO	COPY ATTACHED / INDICATE WHETHER CVS APPENDED (YES / NO) – ANNEXURE MARKED AS
Management/Admin			
Contract Manager			
Safety officer			
Administration			
Supervisors			
Technical Staff/Workers			

TENDER NO: 382G/2021/22

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 8	Page 109 of 169

TENDER NO: 382G/2021/22

TENDER DESCRIPTION: SUPPLY AND DELIVERY, INSTALLATION OF NEW OUTDOOR EXERCISE EQUIPMENT AND THE REPAIRS TO EXISTING OUTDOOR EXERCISE EQUIPMENT

CONTRACT PERIOD: FROM DATE OF COMMENCEMENT OF CONTRACT UP UNTIL 30 JUNE 2026

VOLUME 3: DRAFT CONTRACT

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

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

VOLUME 3: DRAFT CONTRACT

(7) SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

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

Add the following after Clause 1.25:

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

3. General Obligations

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

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

contract, restriction of the supplier, and/or the exercise by the City of any other remedies available to it as described in the SCM Policy.

3.5 The supplier shall:

3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the order:

- a) Proof of Insurance (Refer to Clause 11) or Insurance Broker's Warrantee
- b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11)
- c) Initial delivery programme
- d) Other requirements as detailed in the tender documents

3.5.2 Only when notified of the acceptance of the bid by the issuing of the order, the supplier shall commence with and carry out the delivery of the goods in accordance with the contract, to the satisfaction, of the purchaser

3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the goods including any temporary services that may be required

3.5.4 Insure his workmen and employees against death or injury arising out of the delivery of the goods

3.5.5 Be continuously represented during the delivery of the goods by a competent representative duly authorised to execute instructions;

3.5.6 In the event of a loss resulting in a claim against the insurance policies stated in clause 11, pay the first amount (excess) as required by the insurance policy

3.5.7 Comply with all written instructions from the purchaser subject to clause 18

3.5.8 Complete and deliver the goods within the period stated in clause 10, or any extensions thereof in terms of clause 21

3.5.9 Make good at his own expense all incomplete and defective goods during the warranty period

3.5.10 Pay to the purchaser any penalty for delay as due on demand by the purchaser. The supplier hereby consents to such amounts being deducted from any payment to the supplier.

3.5.11 Comply with the provisions of the OHAS Act & all relevant regulations.

3.5.12 Comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements.

3.5.13 Deliver the goods in accordance with the contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

3.6 The purchaser shall:

3.6.1 Issue orders for the goods required under this Contract. No liability for payment will ensue for any work done if an official purchase order has not been issued to the supplier.

3.6.2 Make payment to the **supplier for the goods as set out herein.**

3.6.3 Take possession of the goods upon delivery by the supplier.

3.6.4 Regularly inspect the goods to establish that it is being delivered in compliance with the contract.

3.6.5 Give any instructions and/or explanations and/or variations to the supplier including any relevant advice to assist the supplier to understand the contract documents.

3.6.6 Grant or refuse any extension of time requested by the supplier to the period stated in clause 10.

- 3.6.7 Inspect the goods to determine if, in the opinion of the purchaser, it has been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.
- 3.6.8 Brief the supplier and issue all documents, information, etc. in accordance with the contract.

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

Add the following after clause 5.4:

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

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

- 5.6 **Publicity and publication**
The supplier shall not release public or media statements or publish material related to the services or contract within two (2) years of completion of the services without the written approval of the purchaser, which approval shall not be unreasonably withheld.
- 5.7 **Confidentiality**
Both parties shall keep all information obtained by them in the context of the contract confidential and shall not divulge it without the written approval of the other party.
- 5.8 **Intellectual Property**
- 5.8.1 The supplier acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Employer.
- 5.8.2 The supplier hereby assigns to the Employer, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the contract, unless the Parties expressly agree otherwise in writing.
- 5.8.3 The supplier shall, and warrants that it shall:
- 5.8.3.1 not be entitled to use the Employer's Intellectual Property for any purpose other than as contemplated in this contract;
- 5.8.3.2 not modify, add to, change or alter the Employer's Intellectual Property, or any information or data related thereto, nor may the supplier produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Employer;
- 5.8.3.3 not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Employer;
- 5.8.3.4 comply with all reasonable directions or instructions given to it by the Employer in relation to the form and manner of use of the Employer Intellectual Property, including without limitation, any brand guidelines which the Employer may provide to the supplier from time to time;
- 5.8.3.5 procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 5.8.3.1 to 5.8.3.3 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 R5 million 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 full duration of the contract period.

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:

No	CPA Mechanism
	CPA based on SEIFSA

b) CPA based on SEIFSA

- 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.

17.53.2 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 5% (per day) or part thereof of the value of the overdue goods and service will be imposed.

The contractor must make contact with the Project Manager / City Official within 72 hours from receiving the purchase order/s. At the site meeting a programme to determine the commencement of the work will be determined and agreed to. Should, after agreement of the delivery period, challenges to meet the agreed delivery period is experienced, it is incumbent on the successful tenderer, to engage the City Project Manager / City Official to sensitize CCT as to the nature of the delay. Any delay to the agreed upon delivery period, will be subject to the agreement and approval by the Project Manager / City Official. Should the work not be completed within the specified timeframe agreed to, penalties as contained in Clause 22 of the special conditions of contract and/or the City of Cape Town's approved dispute resolution process will be implemented.

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

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

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

Add the following after clause 23.7:

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

- 23.9 If the contract is terminated in terms of clause 23.8, all obligations that were due and enforceable prior to the date of the termination must be performed by the relevant party.

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

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

27. Settlement of Disputes

Amend clause 27.1 as follows:

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

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

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

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

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

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

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

28. Limitation of Liability

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

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

equipment.

Add the following after clause 28.1:

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

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

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

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

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

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

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

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

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

32. Taxes and Duties

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

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

Add the following after clause 32.3:

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

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations.

35.1 The supplier shall complete, sign and submit with each delivery note, all the documents as required in

the Specifications. Any failure in this regard may result in a delay in the processing of any payments.

36. Protection of personal information

- a) The Contractor acknowledges that, for the purposes of the service level agreement, they may come into contact with or have access to personal information and other information that may be classified or deemed as private or confidential and for which CCT is responsible in terms of POPIA. Such personal information may also be deemed or considered as private and confidential as it relates to POPIA.
- b) The Contractor agrees that they will at all times comply with POPIA and CCT's Privacy Notice, and that it shall only collect, use and process personal information it comes into contact with pursuant to this agreement in a lawful manner, and only to the extent required to execute the services, or to provide the goods and to perform their obligations in terms of the service level agreement.
- c) The Contractor agrees that it shall put in place, and at all times maintain, appropriate physical, technological and contractual security measures to ensure the protection and confidentiality of the personal information that it, or its employees, its contractors or other authorised individuals comes into contact in relation to the service level agreement.
- d) The Contractor agrees that it shall notify CCT immediately where there are reasonable grounds to believe that the personal information of a data subject has been accessed or acquired by any unauthorised person.
- e) Unless so required by law, the Contractor agrees that it shall treat the personal information as confidential and further not disclose any personal information as defined in POPIA to any third party without the prior written consent of CCT.
- f) The Contractor hereby indemnifies and holds the CCT harmless against all claims, losses, damages and costs of whatsoever nature suffered by CCT arising from or in relation to the Contractor's (and/or its employees', agents' and sub-contractors') non-compliance with applicable data protection laws and/or other legislation.

The Contractor agrees that CCT may conduct regular data protection audits on the Contractor and undertakes to give its full co-operation in this regard

(8) GENERAL CONDITIONS OF CONTRACT

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

TABLE OF CLAUSES

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

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance Security

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

8. Inspections, tests and analyses

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

14. Spare parts

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

15. Warranty

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

16. Payment

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

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person is or was, in the opinion of the Accounting Officer/Authority, actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within 5 (five) working days of such imposition, furnish the National Treasury with the following information:
- (i) the name and address of the supplier and/or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction;
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if, and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall notify the purchaser promptly, in writing, of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of Liability

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

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

29. Governing language

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

30. Applicable Law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail, and any other notice to him shall be posted by ordinary mail, to the address furnished in his bid or to the address notified later by him in writing; and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and Duties

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act, Act 89 of 1998, as amended, an agreement between or concerted practice by firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.
- 34.3 If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.

(9) FORM OF GUARANTEE / PERFORMANCE SECURITY – NOT USED**NOT APPLICABLE****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 Limited
FirstRand Bank Limited
Investec Bank Limited
Nedbank Limited
Standard Bank of South Africa Limited

International Banks (with branches in South Africa)

Barclays Bank PLC
Citibank NA Credit
Agricole Corporate and Investment Bank
HSBC Bank PLC
JPMorgan Chase Bank
Societe Generale
Standard Chartered Bank

Insurance Companies

American International Group Inc (AIG)
Bryte Insurance Company Limited
Coface SA
Compass Insurance Company Limited
Credit Guarantee Insurance Corporation of Africa Limited
Guardrisk Insurance Company Limited
Hollard Insurance Company Limited
Infiniti Insurance Limited
Lombard Insurance Company Limited
New National Assurance Company Limited
PSG Konsult Ltd (previously Absa Insurance)
Regent Insurance Company Limited
Renasa Insurance Company Limited Santam Limited

(10) FORM OF ADVANCE PAYMENT GUARANTEE – NOT USED**Not Applicable****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.

Plant and materials which have been manufactured and are stored by the supplier	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:
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 aton the.....day of.....20....

Witness

Mandatory

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

Witness

for and on behalf of
City of Cape Town

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

Logo

Letterhead of supplier's Insurance Broker

Date _____

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

Dear Sir

TENDER NO.: 382G/2021/22

TENDER DESCRIPTION: SUPPLY, DELIVERY, INSTALLATION OF NEW OUTDOOR EXERCISE EQUIPMENT AND THE REPAIRS TO EXISTING OUTDOOR EXERCISE EQUIPMENT

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)

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'

13.1 GENERAL

13.1.1 Introduction and Background

The City of Cape Town invites tenders for the supply, delivery, installation and repair of Outdoor Gym Equipment for various parks and facilities within the directorate community services & health in the City of Cape Town. This service will be required on an as and when required basis or when the need arises. The various areas indicated below has been divided into two (2) Zones; Zone A and Zone B as reflected in the table below. A map illustrating areas in a Zone is attached as Annexure 7. It is the intension of the City to award the tender per Schedule (Schedule 1,2 and 3)per Zone as indicated in the Pricing Instructions.

Zone A	Zone B
Area North	Area South
Area Central	Area East

This section of the tender document will discuss general specification and technical specifications for each item. General Specifications must be read in conjunction with the relevant specification for each item and also in accordance with the drawings. Tenderers shall comply with these specifications unless otherwise directed. **All drawings are sketches only and are not to scale.**

13.1.2 Scope

This specification covers the City of Cape Town's requirements for the supply, delivery, installation and repair of outdoor gym equipment.

The following is envisaged:

- Supply of plant and equipment
- Supply of labour and resources, welding, machining etc
- Fabrication of standard steelwork infrastructure:
- Supply of various standard steel profiles
- Corrosion protection of steelwork:
 - Hot dipped galvanising
 - Painting of steel
 - Powder coating of steel
- Consumables and other:
 - Fasteners
 - Bearings,
 - Etc.
- Minor civil works (installation of concrete foundations, grouting, paving)
- Repairs to existing equipment

13.1.3 Standards

Apart from the various material-specific codes references below, all equipment should comply to the requirements set out in SANS 51176 – equipment and surfacing, Parts 1-11.

13.1.4 Hold Point Inspections and Quality Control

The following hold point inspection procedure should be followed. Fabrication can only move onto the next phase once the previous phase has been signed off by both the Tenderer and the CCT Representative. Where the CCT representative cannot do the holding point inspections, the onus is on the company to make use of a registered sub contractor to verify each check point on The City of Cape Town's behalf. These check points/holding points will be signed off and accompanied by a report to validate the authentication thereof. This will only be required for Schedule 1, the supply and installation of new outdoor gym equipment. Bidders to complete item 1.18 on page 36 in the pricing schedule for this service. This Quality assurance report will be per project and information will provider will be for each item of the project.

Phase	Hold point inspection and Quality Control	Responsibility
1	Preparation of steelwork, measuring and cutting at the manufacturers workshop	As per manufacturers procedures
2	Welding	As per manufacturers welding procedures
3	Preparation for coating	As per manufacturers procedures
4	Hold Point Inspection 1	CCT Workshop fabrication inspection (QCP 1)
5	Coating	As per manufacturers coating procedures
6	Hold Point Inspection 2	CCT Coating inspection prior to delivery to site (QCP2)
7	Delivery, Preparation and Installation on Site	As per manufacturers installation procedures
8	Hold Point Inspection 3	CCT Site installation inspection and snagging (QCP 3)
9	Address Snags	As per manufacturers installation procedures
10	Hold Point Inspection 4	CCT Final inspection, handover and acceptance (QCP 4)

The Quality Control Procedure (QCP) forms are available in Annexure 1, and must be used for all equipment.

13.2 STEELWORK

It is the responsibility of the Tenderer to ensure that all equipment is safe, secure and stable once installed. The wall thicknesses and weld sizes shown below are minimum sizes and the Tender must ensure that a thicker wall or thicker weld is provided if deemed necessary. Any discrepancies in the specifications or drawings should be pointed out to the CCT representative.

13.2.1 Material Properties

All steelwork shall conform to the requirements of SANS 657 Part 1: 2011 and SANS 50025: 2009, unless specified otherwise.

All steelwork to have wall a minimum wall thickness of 3mm, unless otherwise shown.

Circular hollow sections (CHS)

Unless otherwise specified, all circular hollow sections (also referred to as pipes in this document) shall be made of hot-dip galvanized steel pipes. Steel pipes shall have a minimum yield strength and ultimate tensile strength as shown in the table below:

Outside diameter [mm]	Wall thickness [mm]	Minimum yield strength [MPa]	Ultimate tensile strength [MPa]
< 60.3	All thicknesses	200*	Not specified
60.3	< 3	200*	Not specified
60.3	≥ 3	355**	470
> 60.3	All thicknesses	355**	470

*"commercial quality steel", sometimes referred to as mild steel

**"structural steel"

Square / Rectangular hollow sections (RHS)

Unless otherwise specified, all square / rectangular pipework shall be made of hot-dip galvanized steel tubing. Steel tubing shall have a minimum yield strength and ultimate tensile strength as shown in the table below:

Wall thickness [mm]	Minimum yield strength [MPa]	Ultimate tensile strength [MPa]
< 3	200	Not specified
≥ 3	355	470

Base plates and endplates

Unless otherwise specified, all steel used for base plates and end plates shall have a minimum yield strength of 355 MPa and a minimum ultimate tensile strength of 470 MPa.

Other steel

Unless otherwise specified, all other steel sections not mentioned above shall have a minimum yield strength of 200 MPa.

13.2.2 Hot-dip galvanizing

All steelwork shall be hot dip galvanized in accordance with the requirements of SANS 121: 2011. All galvanizing shall take place after manufacturing (e.g. connections shall be welded and holes drilled prior to the steelwork being hot dip galvanized). No pre-galvanized steel shall be used.

Minimum coating thicknesses shall be as per the table below (taken from SANS 121):

Article and its thickness	Local coating thickness (minimum) [μm]	Local coating mass (minimum) [g/m ²]	Mean coating thickness (minimum) [μm]	Local coating mass (minimum) [g/m ²]
Steel > 6 mm	70	505	85	610
Steel > 3 to ≤ 6 mm	55	395	70	505
Steel > 1.5 to ≤ 3 mm	45	325	55	395
Steel < 1.5 mm	35	250	45	325

Before galvanising all surfaces of the metalwork shall be thoroughly cleaned of all scale and rust by shot-blasting in accordance with SANS 10064: 2011 or by pickling and then fluxed ready for galvanizing.

The zinc coating shall be even and continuous over all surfaces, free of bare spots, dull or rough patches, blisters or other imperfections. The zinc coating shall show no signs of peeling and shall be uniform in thickness.

Sufficient venting and drainage holes should be provided on all manufactured steel to allow an even coating on the insides of members and to reduce costs. The Hot Dip Galvanizers Association of South Africa can be contacted for guidelines on the size and extent of drainage and venting holes.

Drainage and vent hole sized should preferably be 25% of the internal diameter for sections yielding a maximum cross-sectional area of 180cm². This percentage can be dependant on the shape of the fabrication and consultation with the galvanizer is advised.

Where repairs to the galvanizing are required, the total uncoated areas for renovation shall not exceed 0,5 % of the total surface area of the component. Each uncoated area for renovation shall not exceed 10 cm². If uncoated areas are larger, the article containing such areas shall be regalvanized, unless otherwise agreed between the purchaser and the galvanizer.

Only zinc-rich epoxies, such as Galvpatch, Zincfix, or similar approved two component zinc rich epoxy products, shall be used for repairs. The coating thickness on the renovated areas shall be a minimum of 100 μm unless the purchaser advises the galvanizer otherwise, for example, when the galvanized surface is to be over-coated and the thickness for renovated areas is to be the same as for the hot dip galvanized coating. The coating on the renovated areas shall be capable of giving sacrificial protection to the steel to which it is applied. Zinc rich sprays shall not be used.

13.2.3 Painting & Powder coating

Packaging

All coating materials shall be delivered in the manufacturer's original, sealed containers of maximum 25 litre capacity, clearly marked with the following:

- Manufacturer's name.
- Product Brand and Reference Number.
- Batch Number, which may incorporate the date of manufacture.
- Date of manufacture, unless already incorporated in the batch number.
 - Abbreviated instructions for storage and use of the material, which shall include mixing ratios of components for multi-component materials, minimum temperature of application, method of application, and minimum and maximum over coating times where applicable.

All materials in a paint system shall be purchased from one paint manufacturer.

Surface preparation

Preparation and application of organic coatings on hot-dip galvanizing shall be done in accordance with the Hot Dip Galvanizers Association Southern Africa's Code of Practice for Surface Preparation and Application of Organic Coatings.

Hot-dip galvanized surfaces to be painted shall not be passivated and shall be free from white rust and shall be cleaned with an approved water based galvanizing cleaner using non-metallic abrasive pads until a "water break free" surface is obtained. The surface shall then be thoroughly rinsed with clean potable water to remove all residues and dried immediately prior to painting. Where necessary to obtain adhesion a sweep blast of the surface shall be done after cleaning.

Primer

Hot-dip galvanized surfaces shall be painted with one coat of a two part suitable epoxy with a minimum dry film thickness (dft) of 75 μm.

Stripe coats

All edges and welds shall be provided with at least one stripe coat. This coat shall, preferably, be the same as the primer but can be the same as the intermediate coat.

Painting

Paints shall be applied strictly in accordance with the manufacturer's instructions by tradesmen skilled in this class of work. At least two final high gloss finish coats (each with a minimum DFT of 40 µm) shall be applied to the colour specified for each item. The primer coat and one coating of the final colour shall be applied in the workshop with the final coating being applied on site. Final coating shall be approved high gloss enamel paint, tenderer to state products and brands.

Protection on Site

Proper and adequate use of cover sheets and other means shall be made to protect the existing paintwork from damage and from metal dust and sparks when welding, grinding, and wire brushing on site. Similarly, effective steps shall be taken to prevent spillage or splashing or other damage to floors, walls and equipment when painting on site and any damage or mess caused shall be corrected at the Contractor's cost.

Optional request: Powder coating

Powder coating for various pieces of equipment can be requested by the Client from time to time.

The minimum thickness of powder coatings must be 60 µm of porous-free coating on corners and edges. On visible surfaces it must have an average coating thickness of at least 70 µm. All coat thicknesses must be measured according to ISO 2360. Powder coatings will be in one colour only as requested by the client.

13.2.4 Welding and manufacturing

Standards

Standards complying with good modern practice, and acceptable to the Engineer, shall be adopted. These include the following:

- BS EN 1011 - Arc welding carbon and carbon manganese steelwork.
- BS 4677 - Arc welding austenitic stainless steel pipework.
- BS 2633 - Class 1 Arc welding of steel pipework.
- BS 2971 - Class II Arc welding of steel pipework.
- BS 806 - Design and construction of ferrous piping in connection with land boilers (used for arc welding specification of all pipe flanges).

Welders shall be coded welders and experienced competent artisans approved in accordance with BS 4872. Welding procedures and welder's performance qualifications must be submitted in writing to the CCT representative and approved prior to the start of welding.

Continuous welding and elimination of crevices

Welding shall be continuous on all sides of any joint. All crevices, including those arising from welding on one side only, shall be eliminated. This requirement applies to the welding of all metals and, in this respect, it should be noted that welding deformation results from incorrect welding procedure rather than from continuous welding.

In special cases only, non-continuous welding might be approved in writing by the CCT representative. The resulting crevices shall be sealed with either a coal tar product which can be applied at thicknesses of up to 1 000 µm such as Carboline Bitumastic 50 or equivalent; or a two-part solvent free epoxy which can be applied at thicknesses of up to 600 µm such as Sigmaline 523 or equivalent.

Weld appearance

Welding shall be free of blowholes, projections, pinholes, splatter and undercuts and all welding flux shall be removed. All weld spatter and other sharp imperfections shall be removed prior to abrasive blasting. Prior to hot dip galvanizing, weld beads with a surface irregularity exceeding 3 mm or with sharp crests having a radius under 2 mm shall be ground.

Site welding

Site welding shall be avoided as far as possible and shall only be undertaken with the approval of the CCT representative.

Inspections

Equipment shall be inspected by the CCT representative after fabrication, but prior to hot-dip galvanizing.

Testing

The CCT representative may at his discretion identify welds for non-destructive testing by an approved authority the cost of which will be borne by the supplier

Weld size and type

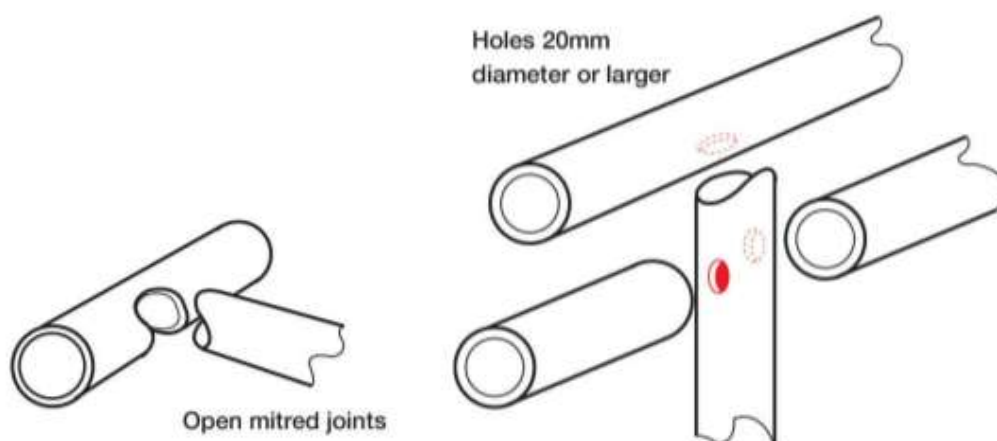
All welds to be full penetration welds. Minimum weld sizes shall be as shown in the table below:

Base metal thickness [mm]	Minimum size of weld [mm]
$T < 6$	3
$6 < T < 12$	5
$12 < T < 20$	6

General

Welding after hot-dip galvanizing is not acceptable.

Closed sections must never be incorporated in any fabrication. Sections should be interconnected using open mitred joints. Alternatively interconnected holes should be drilled before fabrication.



All open pipes ends shall be fully closed, either by steel capping or sealed crumping and shall be ground smooth. Joints between all pipework shall be mitred. A slight degree of flattening the ends is allowable but should not exceed 10mm out of round when measured end on. The intent must be to ensure a profiled end on any pipe which allows a small (+ - 2mm) acceptable gap for welding when placed in position with its mating component. Multiple welds to fill gaps is not acceptable.

13.3 TIMBER

Any timber used shall be well seasoned, flat Meranti free from knots, cracks or splinters and shall have been treated with raw Linseed oil or equivalent. Timber used for the slide side guides shall be planed smooth.

13.4 FASTENERS AND ANCHOR BOLTS

Corrosion Protection

All anchor bolts, bolts, nuts and washers utilised in the construction of any item of equipment shall be hot dip galvanized in accordance with SANS 121: 2011.

Minimum coating thicknesses shall be as per the table below (taken from SANS 121):

Articles with threads and its thickness	Local coating thickness (minimum) [μm]	Local coating mass (minimum) [g/m ²]	Mean coating thickness (minimum) [μm]	Local coating mass (minimum) [g/m ²]
> 6 mm diameter	40	285	50	360
≤ 6 mm diameter	20	145	25	180

Anchor Bolts

All anchor bolts shall have a minimum yield stress of 200 MPa. Only L-shaped anchor bolts shall be used. Anchor bolts shall be embedded into concrete by a minimum of 250mm, have a minimum hook length of 50mm and have a minimum diameter of 16mm, unless otherwise stated. No anchor bolts shall be welded onto steel reinforcing.



EXAMPLE OF ANCHOR BOLT
SCALE 1: NTS

Only one washer shall be fitted under each anchor nut. No washers, wedges or distance pieces shall be fitted between the concrete base and steel base plate of any item. All base plate holes shall be drilled as specified on the individual play equipment plans.

While casting and curing the concrete base, anchor bolts must be held in place using a template.



EXAMPLE OF ANCHOR BOLTS WITH TEMPLATE
SCALE 1: NTS

Bolts

Where connection are to be made on site, bolted connections shall be used as far as possible. All bolts and nuts shall be grade 8.8. **Bolts are to be welded onto endplates after tightening. All areas around the welds should be adequately cleaned and treated with a zinc rich epoxy, as specified in Section 13.2.2.**

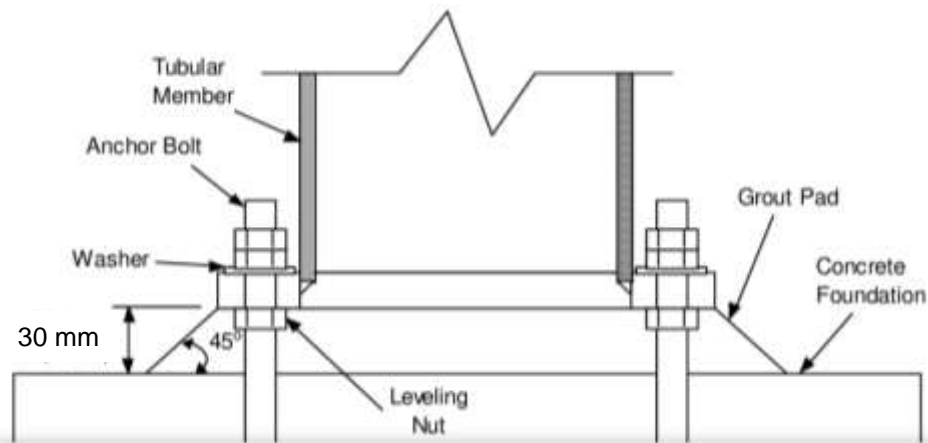
Base plates

Base plates may be installed directly onto the concrete foundations for all equipment, with the exception of the following, where a layer of grout is required:

Where no grout is used, the concrete surface must be smooth and level.

Where grout is required beneath the base plates, the following shall apply:

- Only non-shrink free-flowing grout shall be used;
- The grout shall have a minimum 1 day compressive strength of 30 MPa;
- Grout shall be a minimum 30mm thick;
- The edges of the grout shall be chamfered at 45°.



Bolt threads shall pass completely through the nut. After bolting tight, no bolt anywhere on the structure shall protrude more than two thread pitches above the nut. **Bolts are to be welded onto baseplates after tightening. All areas around the welds should be adequately cleaned and treated with a zinc rich epoxy, as specified in Section 13.2.2.**

The bolt holes in base plates should exceed the diameter of the anchor bolt by 6mm.

Holding down bolts for bearing pedestals shall each be fitted with a lock washer.

13.5 CONCRETE SURFACE BEDS AND FOUNDATIONS

Excavations

Box cutting refers to excavating of bases including the labour thereof and the removal of the excavated material.

Excavate to a depth of 225mm. After removal of the soil for the concrete base, the excavated base area shall be treated with a soil sterilant to reduce the growth of weeds.

Thereafter a sub base of G5 gravel, compacted to 125mm thick, shall be laid and rolled smooth. Tenderers shall ensure that any concrete applied shall not cover the steel base plates.

A layer of 100mm thickness concrete shall be mixed and poured to create the surface (as per the mixing properties below). A Steel mesh (Ref 100, 4mm thickness) shall be inserted for additional strength.

All concrete bases shall be edged with 73mm red Clay face-brick pavers or E1 Kerbing, set in cement and level with the finished surface. Pavers are to be set 100mm concrete bed and haunched on both sides to satisfaction of Council's representative.

Tenderers shall note that any soil excavated for concrete bases shall be removed by the Tenderer unless permission is given to leave it on site.

Material properties

All concrete foundations and surface beds shall have a minimum 28 day compressive strength of 20MPa. A concrete mixing ratio of 1:3:3 (cement:sand:stone) (by volume) can be used as a guideline. All concrete foundations shall be given a setting period of 7 days in summer and 14 days in winter before the installation of any play equipment. The size of the stone aggregate used shall be 19mm.

Reinforcement

Concrete foundations shall be reinforced with steel reinforcing bars as per the drawings. All reinforcement shall be high tensile with a minimum yield strength of 450MPa. No reinforcement shall be welded.

Cover to reinforcing bars should be minimum 75 mm from the bottom and 50 mm from the top and sides. Plastic cover (spacing) blocks shall be used to ensure adequate cover.

Curing

All wet cast concrete shall be cured by wetting the exposed concrete and covering with a plastic sheet for 3 days.

General

For concrete surface bed the final surface shall be level with the surroundings and foundation blocks. The steel base plates **shall not be covered.**

All surface beds shall be edged with 73mm red Clay face-brick pavers, or e1 edging, set in cement and level with the finish concrete surface.

On surface beds with any dimension larger than 4.5 m (such as for swings) saw-cut joints must be provided at spacings of maximum 4.5 m or 30 times the slab thickness, whichever is smaller. Saw-cuts shall be $\frac{1}{4}$ the depth of the surface bed.

The Tenderer to provide all materials required to do the work inclusive of their own water supply.

13.6 ASPHALT BASES

Box cutting refers to excavating of bases including the labour thereof and the removal of the excavated material.

Where the Tenderer is required to provide a ASPHALT base he shall construct it to the size specified and to the following specifications:

Excavate to a depth of 155mm. After removal of the soil for the asphalt base, the excavated base area shall be treated with a soil sterilant to reduce the growth of weeds.

Thereafter a sub base of G5 gravel, compacted to 125mm thick, shall be laid and rolled smooth. Tenderers shall ensure that any asphalt applied shall not cover the steel base plates.

Sub base to be treated with a prime coat (Invert Bitumen emulsion).

Asphalt base of 30mm shall be hand applied and rolled, continuously graded, fine asphalt surfacing.

All asphalt bases shall be edged with 73mm red Clay face-brick pavers or E1 Kerbing, set in cement and level with the finished tarmac surface. Pavers are to be set 100mm concrete bed and haunched on both sides to satisfaction of Council's representative.

Tenderers shall note that any soil excavated for asphalt bases shall be removed by the Tenderer unless permission is given to leave it on site.

The Tenderer to provide all materials required to do the work inclusive of their own water supply.

13.7. SITE CLEARANCE

All waste material shall be removed offsite by the Tenderer and disposed of at an approved council dumpsite. This refers to any material e.g. rubble, debris, soil, plant material etc. that needs to be removed. This may also include the levelling of the site in preparation.

13.8 General specification:

The general specification must be read in conjunction with the relevant specification for each item as listed on the attached schedule. Tenderers shall comply with these general conditions unless otherwise directed. **All drawings are sketches and are not to scale. The responsibilities lies with the tenderer to familiarise him/herself with what have been installed previously at various City facilities and must ensure that the equipment supplied is of the same or better standard and quality. The following sites and or facilities display equipment that can be used as reference:**

- 13.8.1 Penlyn POS, Dolomite Avenue, Penlyn Estate, Athlone**
- 13.8.2 Smuts Road Park, Rondebosch East**
- 13.8.3 Zoo Park, Stanley Road, Kraaifontein**
- 13.8.4 Tananbarus Sportfield, Tananbarus Road, off Yusuf Drive, Bo Kaap**
- 13.8.5 Yeiville Sportsfield, Yoeville Road, Vredehoek**
- 13.8.6 Queens Park, Queenspark Road, Woodstock**

All new equipment and metal parts used for the supply and installation of new items to be powder coated (as per item 13.2.3.) after galvanizing.

Equipment must be protected with a layer UV3 or equivalent for ultraviolet protection.

Tenderers shall note that prior to painting of the finish coat, all iron and steel work, be it galvanized, or black, shall be pre-treated with Calcium Plumbate, weld able primer (NS4) or equal approved (equivalent) primer and in accordance with SABS 064/1979 (latest amended edition). At least two final high gloss finish coats (each with a DFT of 30 micron) shall be applied to the colour specified for each item. The primer coat and one coating of the final colour shall be applied in the workshop with the final coat being applied on site. Final coating shall be approved high gloss enamel paint, tenderer to state products and brand.

All open pipe ends shall be fully closed, either by steel capping or sealed crimping and shall be ground smooth. Joints between all pipework shall be mitred. A slight degree of flattening the ends is allowable but this should not exceed 10 mm out of round when measured end on. The intent must be to ensure a profiled end on any pipe which allows a small (+ - 2 mm) acceptable gap for welding when placed in position with its mating component. Multiple welds to fill gaps is not acceptable.

All seats and stepping platforms where applicable must be fabricated of 5 or more layers of **fiberglass**.

All pedals must be in a socket design to better secure the foot.

The moving pedals/parts and the main frame must be adequately spaced to avoid potential injuries.

Equipment joints (Bearings) must be stainless steel with cast steel rollers, must not require lubrication and must be protected against dust, sand and water.

13.9 INSPECTION OF WORK

The Tenderer must contact the project manager, or his representative and give him 48 hours notification of intention to commence work on site. The Council reserves the right to inspect any item of equipment at any stage of fabrication or erection at either the Tenderer's works or at the playground concerned. For outdoor gym equipment which gets manufactured and assembled outside the borders of the City of Cape Town, the tenderer must make use of an independent service provider that is qualified to provide the City of Cape Town with a quality control procedure and report for each project. Tenderer must ensure that the information supplied is detailed. No invoices will be processed by any project manager without this information.

The Tenderer must provide a triplicate book for the manufacturing history of Council playground assets. One copy is for the supplier, one for the technical official from Council and one must be attached to the delivery note or invoice. The serial number must be reflected on all copies.

Each asset shall be marked legibly, permanently and in a position visible from the ground level with at least the following:

- **name, address and telephone number of manufacturer**
- **equipment reference and year of manufacture**

The Tenderer shall notify the project manager, or his representative – Technical Support Services once an item has been completely welded prior to hot dip galvanising and before the painting process.

All equipment must be inspected by an appointed Council Inspector prior to any finish coats being applied. If items are manufactured outside of the City of Cape Town the vendor will be responsible to provide proof of galvanising as well as picture to be supplied to ensure that process was done correctly to specification, and after final coating prior to installation. The book must be signed off by the official undertaking the inspection to the painting. Any technical concerns raised as to the quality for the work will be noted in the book. In such a case, the Tenderer must contact the official to arrange for further inspection of the particular item after completion of manufacture prior to installation. No delivery will be accepted without a certificate from the representative or technical support representative certifying that the work has been undertaken correctly.

No payment will be made without such certificate. After installation of the play equipment, the official must sign off the equipment as acceptable. The official is entitled to contact the City's ESU Department to inspect items before installation and/or sign off of works.

Tenderers may view the various equipment already erected at Council Sites and shall ensure that their standard of workmanship, and construction of each item conforms to it, or is better than that of the such equipment. For directions to Council sites, please contact your representative.

The Tenderer shall take precautions to safeguard from injury whilst the equipment is being erected and shall provide a night watchman/guard until such time as the equipment is safe for use, when and where needed.

Should the vendor be concerned regarding the safety of themselves or anyone with their employ at the Council site while on official duty, they need to contact the relevant regional manager.

13.10 SCOPE OF SERVICE FOR RUBBER AROUND GYM EQUIPMENT

Tenderers are expected to supply, delivery and install shock absorbent, porous free draining safety matting, around outdoor exercise equipment. The extent of the surfacing is to be indicated on a plan or as agreed and pegged on site. All work done by tenderer must be to best practice methods and the implementation precautionary measures to safeguard the environment

13.10.1 APPLICATION OF SERVICE

The safety matting, are to be supplied and or installed in the thicknesses as indicated in the pricing schedules. The bottom layer shall consist of an appropriately bounded low density rubber fiber layer for cushioning and an 8mm heavy duty rubber fiber protective layer on top.

The matting, must be colour impregnated using oxides or pigmentation and must be available in various colours including blue, green, yellow and black.

Any other colour requirements by the client must be discussed and agreed upon by the tenderer and client.

The rubber matting must be laid as a continuous pour (not in panels or tiles) using a wet pour application with a suitable waterproof bond or connection or splice applicable where the pour of rubber matting has been stopped and start again.

Where required in hard wearing areas a single topcoat of colour impregnated Duthane (or equivalent) must be leveled or screed over the surface. Where only a 10mm thickness is required, the heavy duty, protective top layer, must be provided in the specified colour (oxide or pigmented).

13.10.2 CONSTRUCTION AND EXCAVATION FOR RUBBER SURFACING

The rubber matting, must be installed on to a suitable hard surface (i.e. concrete, tar or paving).

The tenderer must make provisions as per pricing schedule to provide a quotation to clear and level the site as well as the removal of the excavated material: Where the surface is not suitable due to excessive rubble, nature and condition of soil structure, or any obstruction being man-made or natural, this must be agreed between the tenderer and the client before rubber work commences. Only where the area or site is not suitable for normal levelling, will this apply.

Where there is no hard surface or surface available for the installation of pavers, tiles or pouring of rubber, the tenderer must provide a quotation for laying a suitable concrete or applicable surface prior to installation of the safety matting, rubber pavers or tiles.

The concrete base shall be constructed to the required size and to the following specifications to include E1 edging or paving with concrete backing and bedding where applicable. The following minimum guidelines are necessary and applicable to construct the parameters with E1 edging and or pavers to pour or lay the concrete foundation or crushed dust base for pavers.

The tenderer must do site clearing and grubbing as per pricing schedule

The tenderer must set, peg and level the area

The tenderer must excavate for edging or paving or required levels, along with roadbed preparation with suitable materials identified in quotation and pricing schedule (filling for leveling sand and or stone)

The tenderer must excavate the soil or ground to a minimum of 100mm below existing natural ground level.

Where concrete bases are cast above ground level and impedes the natural movement of the equipment, the tenderer must remove and recast the concrete base at their cost. Over large surfaces, expansion joints and are to be cut or placed at appropriate intervals.

The tenderer must apply an herbicide to the area to kill and curb of any weeds/vegetation and underlying seeds to germinate, this must be done by a suitable qualified and registered person holding a pest control operator certification. Other subbase required will be identified in pricing schedule.

The tenderer must lay plastic sheet layer before concrete pouring.

The tenderer to install E1 edging and pavers with concrete bedding and backing: bedding minimum 25mm * 150mm and 106mm of minimum 45degree backing (can go to 50mm-75mm).

The tenderer to pour concrete slab according to the needs identified in quotation with or without wire reinforce meshed identified. Concrete should be given the required setting or bonding or hardening period. A minimum of 48hours, a 7day period to obtain a minimum 70% hardening stage for the applicable rubber mat pouring or tile adhesive and applying the tiles. The concrete strength must be a minimum of 20MPa and shall be laid on a well compacted base.

The final surface shall be level with the surroundings or natural ground level. Any steel base plates for the play and exercise equipment shall not be covered. All concrete bases shall be edged with face brick (73 mmx 108 mm soldier course) or with E1 concrete kerning set in cement hunching (as per the diagram) and be from 10mm up to 50mm above the finished concrete surface. Where rubber matting is more than 20mm thick, the brick edging will be laid to make allowance for the required thickness of the rubber matting. In all instances the finished product must be level with the surrounding ground level. Brick edging must not protrude above the ground level.

Tenderer should construct or prepare a similar surface and framework as referred to above to install or lay rubber pavers. Crusher dust must be leveled compacted to depth and thickness required by the client. A layer of cement must be spread over the final level of compacted crusher dust as a bonding agent, it will be watered in and compacted if need be before pavers are to be laid according need. All final paved surfaces must be compacted as per standard to even out areas.

The tenderer as per pricing schedule; must provide a quotation for the removal and disposal of existing or old pavers, tiles and rubber pavers. This also including surface preparation for the new tiles, rubber pavers and rubber matting

Site clearance to be done prior and post construction phases; site rehabilitation must be done upon handing it over to the client for the operational phase. Site clearance will be done to construct the surfaces of foundations; either concrete, screed or compacted surface with edging to apply rubber matting, tiles or pavers.

The tenderer must remove all spillage and spoilage created as a direct or indirect cause or impact of its operations on site and the environment. The disposal of this must be done at approved waste disposal site. (On termination of the project and leave the site in a neat, tidy condition)

13.11 EXPOSED AGGREGATE CONCRETE SURFACING DESCRIPTION

This work shall consist of the construction of a SABS approved Quality Concrete surfacing with an exposed aggregate finish. All work shall be in accordance with approved Building Standard

13.11.1 MATERIALS

Materials shall meet minimum standards requirements and SABS approved.

PPC 42,5R or equivalent

Pre-moulded Resilient Joint Filler

Wire Fabric for Concrete Reinforcement

Water: supplied by appointed contractor.

Additional:

A. Concrete:

1. Concrete shall meet the minimum requirements for use in concrete casting works

B. Coarse Aggregate:

1. Coarse aggregate shall be Brown coloured Mix Stone of average 13mm in size. Samples must be submitted to the Project Manager for inspection and written approval prior to construction.

C. Welded Mesh Fabric: 6.0M X 2.4M X 4.0MM

D. Retarding Agent: Retarding agent shall comply with the requirements of SABS. Documentation must be submitted to the Project Manager for approval prior to construction.

13.11.2 CONSTRUCTION DETAILS

The general construction details for manufacturing, transporting and placing concrete shall meet the requirements of the manufacturer and the SABS. Layout and design of surface to be marked out and approved by Project Manager before any excavation can start. Excavation to be done as per agreed depth. Sub-Soil to be compacted as per minimum standards. The exposed aggregate concrete surfacing shall be constructed by a method employing a retarding agent. The concrete shall be poured in one course to the full depth shown on the plans, screeded and finished. The concrete shall not be vibrated. Curing procedures shall begin immediately upon finishing the surface. Within one hour after the concrete is placed, the retarding agent shall be sprayed on the concrete surface according to the manufacturer's recommendation. The surfacing shall be wet-cured, then the aggregate shall be exposed by washing off the cement paste using a high pressure water hose and hard bristle broom. The finished surface shall be completely covered with aggregate with a uniform appearance, to the satisfaction of the Project Manager. The aggregate exposed shall have a minimum of 20mm depth of exposure. The depth of exposure shall be measured by laying a straight edge across the plane of the surface and measuring down to the concrete matrix. The concrete surface shall be scored at intervals as indicated by the Project Manager on site. Wire fabric for concrete reinforcement shall be embedded at mid-depth in the slab, unless otherwise agreed. A pre-moulded resilient joint filler shall be installed at all joints between surfacing and curb, pavement, building, etc. Joint intervals shall be agreed on and approved by Project Manager.

13.11.3 METHOD OF MEASUREMENT

Exposed aggregate concrete surfacing will be measured as the number of surface square meters measured in place.

13.11.4 ADDITIONAL REQUIREMENTS

Contractor will be responsible to supply own water on site. All reasonable measures will be taken to prevent environmental pollution and any concrete spills will be removed immediately and area made good. Construction staff will be issued with minimum required personal protective clothing, clean drinking water and ablution facilities will be provided on site for the duration of construction. Removal, disposal of rubble and excavated materials and repair of any damages caused to existing infrastructure will be for the account of the appointed contractor.

13.12 SYNTHETIC TURF SURFACING**13.12.1 SCOPE**

This section covers the furnishing of materials and equipment for construction of synthetic surface around the outdoor gym equipment, ordered by the CCT Representative, or specified by the approved supplier/manufacturer. Construction of the surfacing shall be according to this section. Construction and preparation of the earthwork layers and ancillary work shall be according to, and measured under, the relevant sections of the Standard Specifications.

13.12.2 STANDARDS AND REFERENCES

All materials, workmanship and procedures shall comply with the relevant requirements of all current Standards, Codes of Practice and Specifications promulgated by South African National Standards (SANS). All testing shall be executed as per ASTM standards.

13.12.3 EXECUTION OF WORK**13.13.3.1 SITE EXAMINATION**

A thorough geotechnical investigation of the site soil must be undertaken before any construction or design commences. The testing of the site soils shall determine the types of soil and their variability, the soil strength, composition, water content, potential for drainage and its potential for shrinkage/swelling through drying/wetting and other characteristics.

13.13.3.2 EARTHWORK LAYERS

The Contractor, the CCT Representative and Synthetic Turf Subcontractor (if applicable) shall attend a joint inspection of the completed sub-base assembly for the purpose of determining the acceptability of that surface prior to installing the synthetic turf product and to confirm actual site dimensions.

The inspection shall include a check for planarity. The finished surface level shall not vary from true plane more than 10 mm in 3 m in any direction. The Contractor shall provide all required tools and materials for conducting the planarity check. The Contractor shall correct any deviations to the satisfaction of the CCT Representative and Synthetic Pitch Installer.

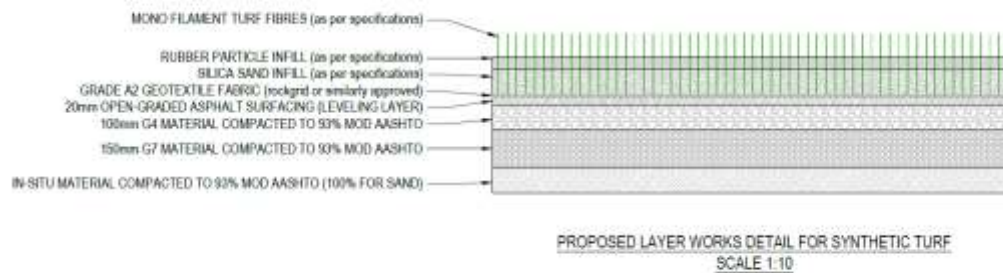
The Contractor shall have a registered surveyor conduct an elevation survey of the field to determine and verify that subgrade elevations and slopes are within specified tolerance.

When any or all corrective procedures have been completed, the finished sub-base surface shall be re-inspected with the same representatives present as the initial inspection.

Once the sub-base has been deemed acceptable and approved by the CCT Representative, the Contractor shall submit a written certificate indicating the acceptance of:

- The sub-base construction finished surface as totally suitable for the application of the selected synthetic turf system, and
- The sub-base construction as totally suitable for work to proceed with the final installation and fully warrant the surface installation for the period and conditions specified hereafter.

Commencement of the installation of the synthetic turf shall constitute acceptance of the work completed by the Contractor, acceptance of dimensions, and hence no claims for extra work based upon these conditions shall be permitted.



13.13.3.3 ENVIRONMENTAL CONDITIONS

Synthetic turf installation shall only be permitted when ambient air temperature is above 2°C and the relative humidity is below 35% or as specified by the product manufacturer. Installation shall not commence when rain is imminent. The product shall only be installed once the prepared base is suitably free from dirt, dust, and petroleum products, is moisture free and sufficiently secured to prevent vehicular and pedestrian access.

13.13.3.4 MAINTENANCE

The synthetic turf installer shall provide detailed written maintenance instructions, suggested guidelines for the system. Maintenance of the systems typically consists of cleaning, stain removal, minor seam repair, dragging or redistribution of any infill material, and management of infill compaction. A primary goal of grooming maintenance is to keep the fibres standing in an upright position, which minimizes wear and UV degradation and can have a beneficial effect on performance, playing characteristics and longevity of the surface.

The equipment specified by the turf manufacturer and/or installer shall be supplied to site by the Contractor.

13.13.4 MATERIAL

a) Turf:

i. 11 mm Yarn

The turf fibre shall be LSR fibrillated yarn, 100% thiolon. The turf fibre shall be from a single source and the same dye lot. The pile height shall be 11 mm with a minimum 6.500/1 dtex. The backing weight shall be a minimum of 160 g/m².

The turf fibres shall be guaranteed for a period of 8 years not to fade or fail (as distinguished from a change in texture) or have a pile height decrease of 50% of pile height as result of UV degradation.

ii. 40 mm Yarn

The turf fibre shall be monofilament, 100% polyethylene and non-abrasive with a minimum thickness of 300 microns. The turf fibre shall be from a single source and the same dye lot. The yarn weight shall be a minimum of 1,100 g/m². The pile height shall be 40 mm with a minimum dtex of 14,000. The backing weight shall be a minimum of 260 g/m².

The turf fibres shall be guaranteed for a period of 8 years not to fade or fail (as distinguished from a change in texture) or have a pile height decrease of 50% of pile height as result of UV degradation.

iii. 50 mm Yarn

The turf fibre shall be monofilament, 100% polyethylene and non-abrasive with a minimum thickness of 350 microns. The turf fibre shall be from a single source and the same dye lot. The yarn weight shall be a minimum of 1,400 g/m². The pile height shall be 50 mm with a minimum dtex of 13,200.

The turf fibres shall be guaranteed for a period of 8 years not to fade or fail (as distinguished from a change in texture) or have a pile height decrease of 50% of pile height as result of UV degradation.

b) Infill

100% new infill shall be used.

A combination of sand and rubber shall be used and applied as per the manufacturer's specifications.

Sand: Quartz sand, colour: tan, 80% round, 0.2 – 0.8 mm in size and heavy metal safe.

Rubber infill: Styrene butadiene rubber (SBR), colour: black, 0.7 – mm in size, heavy metal safe and 99% fibre free.

13.13.5 SUBMITTALS, TESTING AND QUALITY CONTROL

The contractor shall engage the service of an approved independent testing laboratory for the testing of materials and the quality testing of layer works, to ensure that his work conforms to the specifications.

No separate payment will be made for such testing by an approved independent laboratory, the costs of which will be deemed to be included in the contractor's tendered rates for the various items of work requiring testing in accordance with the specifications.

The Contractor shall submit the following for approval and/or administration purposes prior to commencing with construction:

- Product Literature: Submit two (2) copies of manufacturer's recommended installation and maintenance information, including any technical criteria for evaluation of the installed product;
- Descriptions of all equipment recommended for the maintenance and repair of turf product, as well as a list of any activities not recommended relative to the warranty;
- A letter and specification sheet certifying that the products to be used meet or exceed the specified requirements;
- Certified copies of independent (third-party) laboratory reports on ASTM tests indicating material compliance with specifications;
- The Contractor shall provide evidence that the turf system does not violate any other manufacturer's patents, patents allowed or patents pending;
- The Contractor shall provide complete information on its warranty/insurance policy and coverage, as noted in 13.9.6;
- Provide a complete sample copy of all warranty documentation.

13.13.6 PERFORMANCE TESTING

New synthetic surface shall be designed to perform to certain standards. The Contractor shall construct the synthetic surface strictly to the design of the CCT Representative.

The performance tests shall measure the following key aspects of the turf:

- User/surface interaction;
- Durability.

13.13.8 FINAL ACCEPTANCE

Prior to Final Acceptance, the Contractor shall submit to the Owner:

- Two (2) copies of Maintenance Manuals, which will include all necessary instructions for the proper care and preventative maintenance of the synthetic turf system, including painting and markings. Also address remedial measures for graffiti removal;
- Project Record Documents: Record actual locations of seams, drains or other pertinent information;

13.13.9 CLEANING AND COMPLETION

During construction, the Contractor shall protect all installed work from other construction activities as the installation progresses. The Contractor shall keep the area clean throughout the construction period.

Upon completion of the installation, the Contractor shall thoroughly clean all surfaces and site of all refuse resulting from

the installation process. Any damage to existing fixtures or facilities resulting from the installation of the synthetic surface system shall be repaired to original condition at the Contractor's expense prior to Substantial Completion and commencement of the Warranty Period.

A snag list will be produced by the CCT Representative at the conclusion of the project. All installation project deficiencies not in dispute must be remedied by the Contractor prior to the issuance of a certificate of Substantial Completion.

13.14 When each of the items below 13.11, has been manufacture and assemble, hot dipped galvanise all items to be powder coated as indicate in 13.2.4 and concreted with anchor bolts as illustrated in 13.3 and 13.4, the exercise items shall be finished in a colour specified by the client.

13.15 INSTALLATION.

- Item 1. Twin Walker: Concrete pedestals (concrete base) to be 600mm(L) x 900mm (W) x 600 (D)
- Item 2. Double Walker: Concrete pedestals (concrete base) to be 750mm(L) x 600mm x600mm
- Item 3. Twin Push-Up Frame.: Concrete pedestal (concrete base) to be 1000mm x 600mm x 600mm.
- Item 4. Double Twister: Concrete pedestal (concrete base) to be 1000mm x 700mm x 600mm.
- Item 5. Tai-Chi Wheel: Concrete pedestal (concrete base) to be 800mm x 800mm x 600mm.
- Item 6. Twin-Push Chair: Concrete pedestal (concrete base) to be 1000mmx800mm 600mm.
- Item 7. Twin – Pull – Up – Chair: Concrete pedestal (concrete base) to be 1000mm x 700mm x 800mm.
- Item 8. Twin-Side-Twister.: Concrete pedestal (concrete base) to be 700mm 600mm x 600mm.
- Item 9. Bicycle: Concrete pedestal (concrete base) to be 600mm x 600mm x 600mm.
- Item 10. Elliptical Cross Trainer: Concrete pedestal (concrete base) to be 600mm x 600mm x 600mm.
- Item 11. Rowing Machine: Concrete pedestal (concrete base) to be 600mm x 600mm x 600mm.
- Item 12. Monkey Frame.: Concrete pedestals (concrete base) to be 400mm x 400mm x 400mm.
- Item 13. Balancing Beam.: Concrete pedestals (concrete base) to be 400mm x 400mm x 400mm.
- Item 14. Sit – Up- Frame: concrete pedestals (concrete base) to be 400mm x 400mm x 400mm.
- Item 15 4– in- One Machine.: Concrete pedestal (concrete base) to be 1500mm x 1500mm x 900mm.

13.16. OTHER REQUIREMENTS

13.16.1 The appointed contractor shall adhere to Supply, delivery and repairs instructions by the Project Manager or his/her delegated official for the use of specific machines as determined by site conditions

13.16.2 The contractor shall ensure that suitable equipment and staff are available at all times to provide the required service.

13.16.3 The contractor shall ensure that all staff is fully conversant with all aspects of the Health and Safety regulations. (also see Health and Safety Plan process flow). Adherence to Health and Safety regulations should be applied and it is advisable that a proper HIRA for each tasks listed above should be followed.

13.16.4 The contractor's staff shall wear distinctive protective clothing whilst on site. The contractor is responsible for behaviour and work performance of staff whilst on site.

13.16.5 In the contexts of Local Labour or EPWP staff used, the contractor would be responsible for all the above items mentioned under 4.1 to 4.3

13.16.6 The main contractors are not allowed to sub-contract any part/whole of this contract without prior approval from the City of Cape Town. If and when permission has been granted, all sub-contractors will make use of the same list of equipment and all conditions of this tender will apply to the sub-contractor.

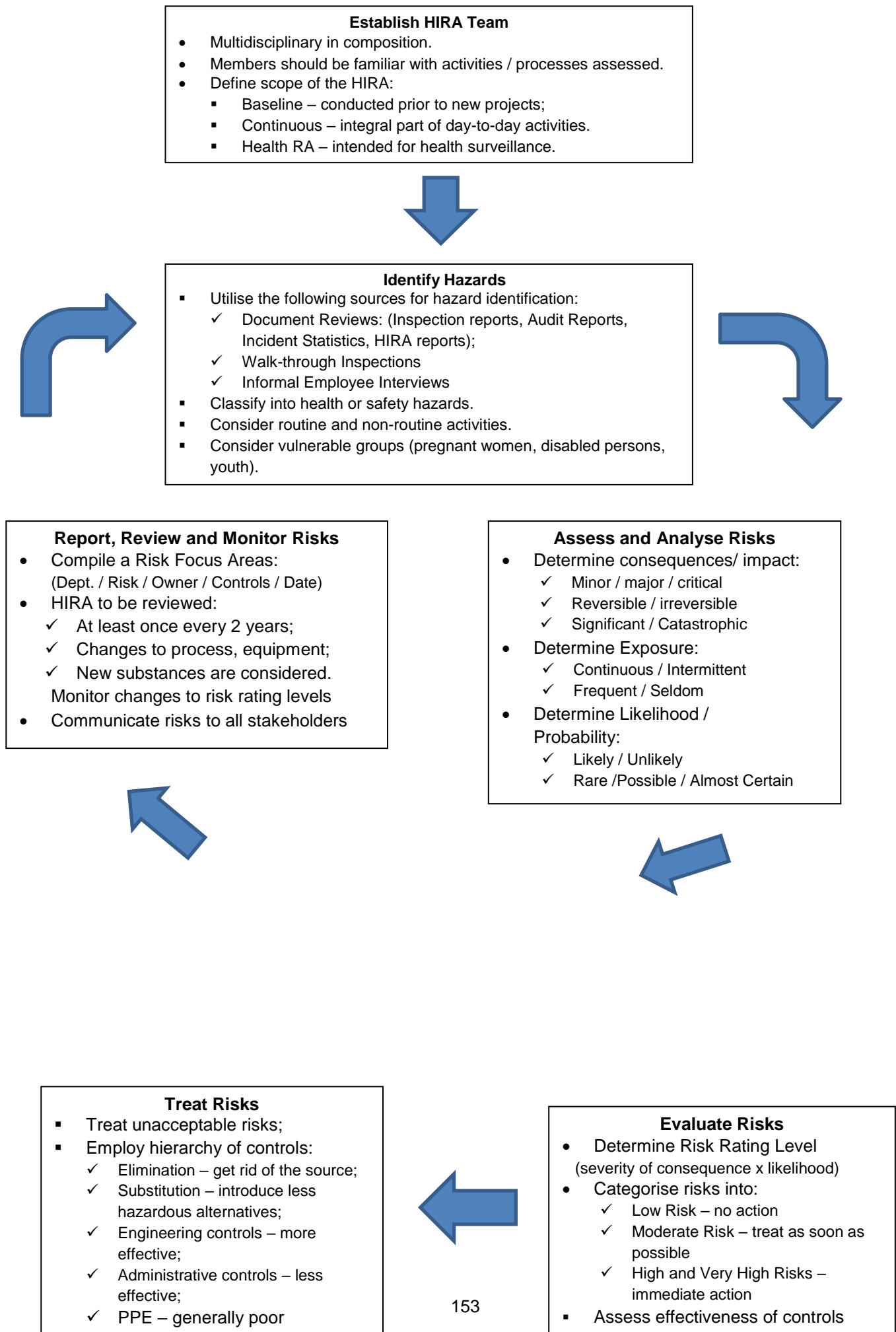
13.16.7 Installation Period:

The Period for the supply and final installation for any installation signage project, will not exceed 21 days from date of purchase order, unless otherwise agreed upon between the Service Provider and responsible City Official.

13.17 HEALTH AND SAFETY SPECIFICATION:

All work shall be carried out in accordance with the regulations of the Occupational Health and Safety Act (85 of 1993). Any liability arising out of the activities of the contract shall be the Contractor's responsibility.

OVERVIEW OF HAZARD IDENTIFICATION AND RISK ASSESSMENT – E1



13.18 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.

13.19 FORMS FOR CONTRACT ADMINISTRATION

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

- a) Monthly Project Labour Report (**Annex 3**).
- b) B-BBEE Sub-Contract Expenditure Report (**Annex 4**).
- c) Joint Venture Expenditure Report (**Annex 5**).

The Monthly Project Labour Report must include details of all labour (including that of sub-contractors) that are South African citizens earning less than R350.00 per day, as adjusted from time to time (excluding any benefits), who are employed on a temporary or contract basis on this contract in the month in question.

In addition to the Monthly Project Labour Report the Supplier shall simultaneously furnish the CCT's Agent with copies of the employment contracts entered into with such labour, together with certified copies of identification documents as well as evidence of payments to such labour in the form of copies of payslips or payroll runs. If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it and proof of such acknowledgement shall be furnished to the CCT's Agent.

The Monthly Project Labour Reports shall be completed and submitted in accordance with the instructions therein.

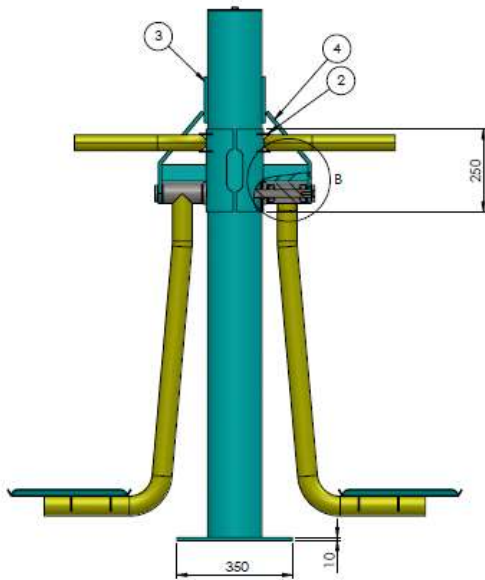
The **B-BBEE Sub-Contract Expenditure Report** is required for monitoring the supplier's compliance with the sub-contracting conditions of the **Preference Schedule**.

The Joint Venture Expenditure Report is required for monitoring the joint venture's/consortium/partnership compliance with the percentage contributions of the partners as tendered, where the joint venture/consortium/partnership has been awarded preference points in respect of its consolidated B-BBEE scorecard.

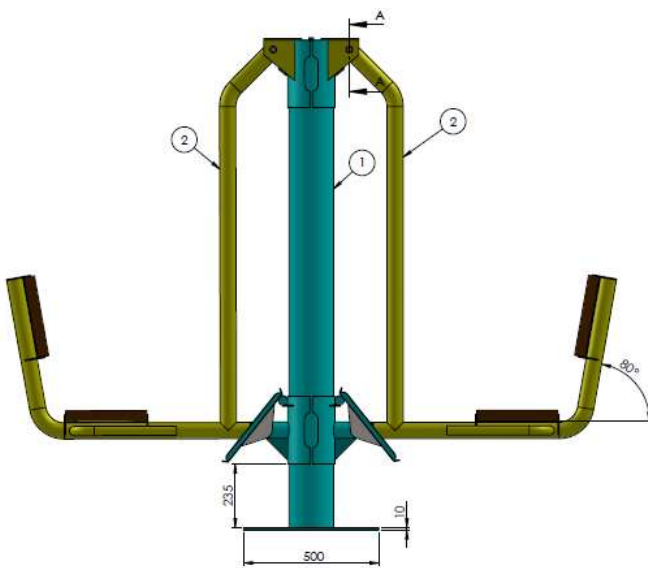
13.20 PLAY EQUIPMENT: DRAWINGS

Note that the drawing below isn't according to scale and is a representation of what as been installed within the City of Cape Town, responsibility is with the tenderer to inspect what has been installed and ensure that the quality provided is of the same high standart/quality or better.

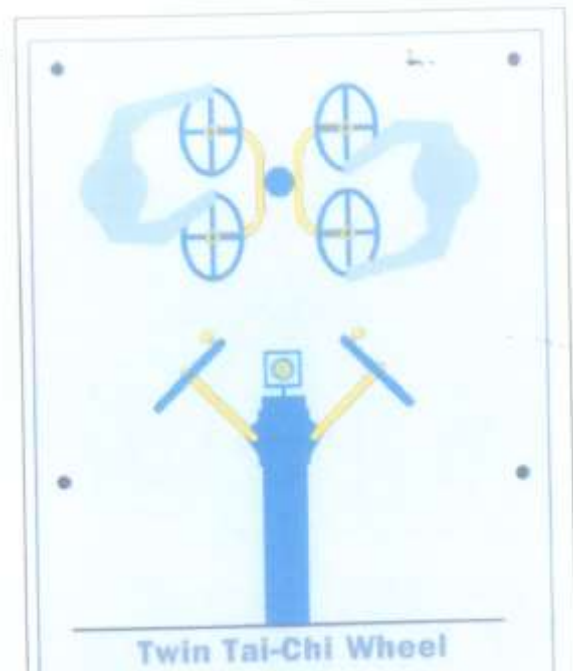
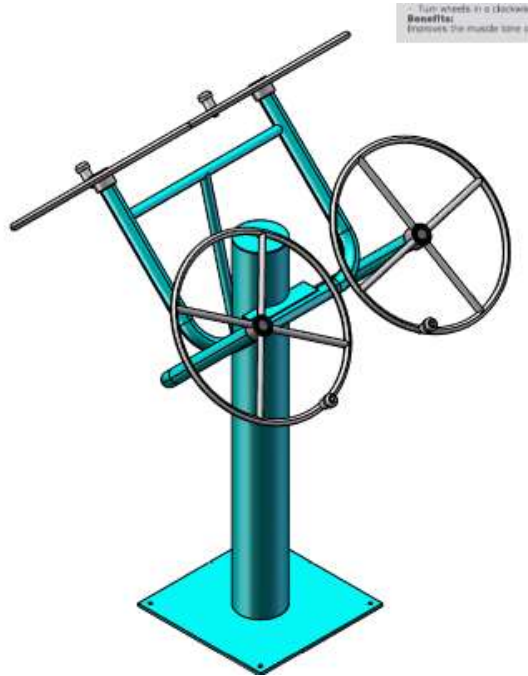
Item 8: Twin side twister



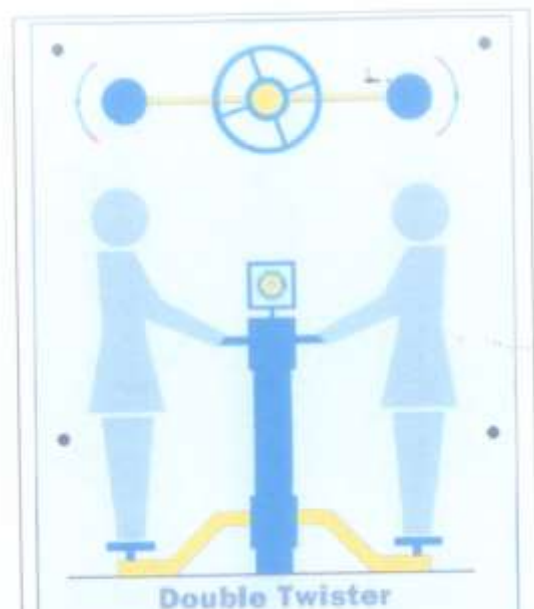
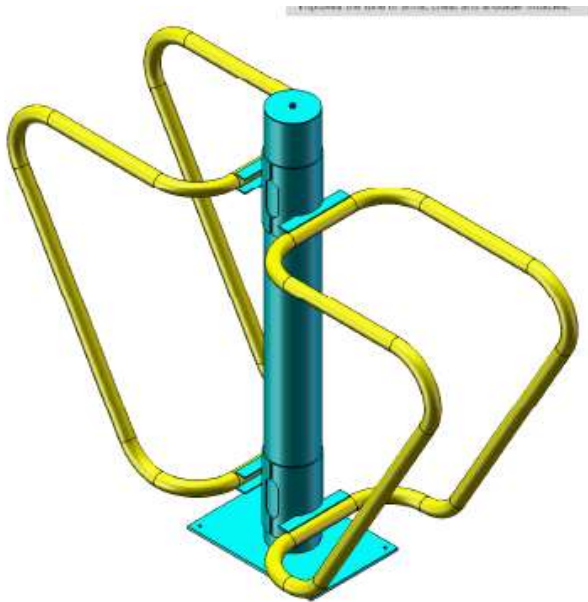
Item 6: Twin push chair



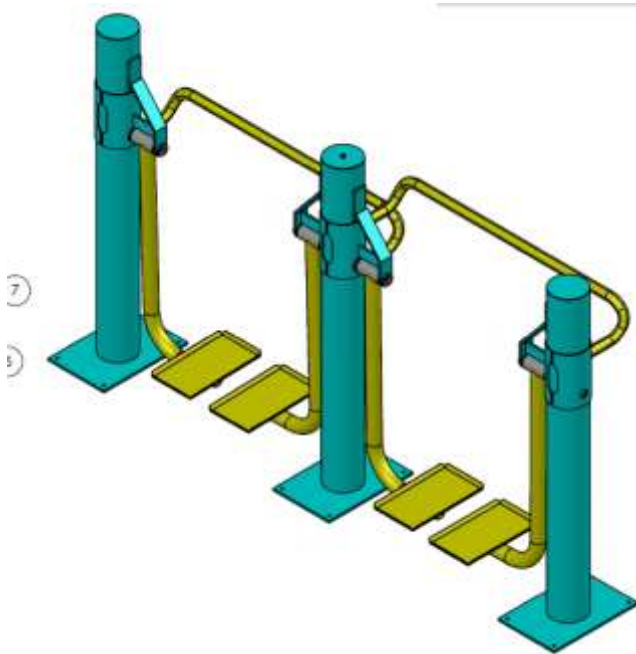
Item 5: Twin Tai – Chi wheel



Item 3: Twin Push-up frame:

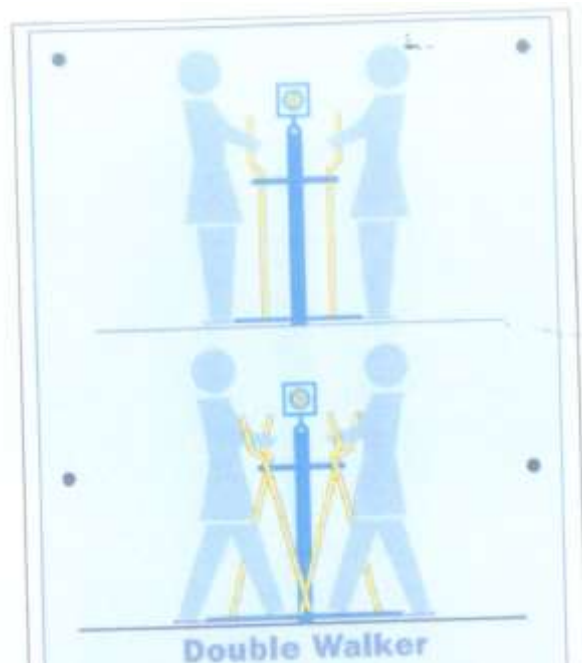
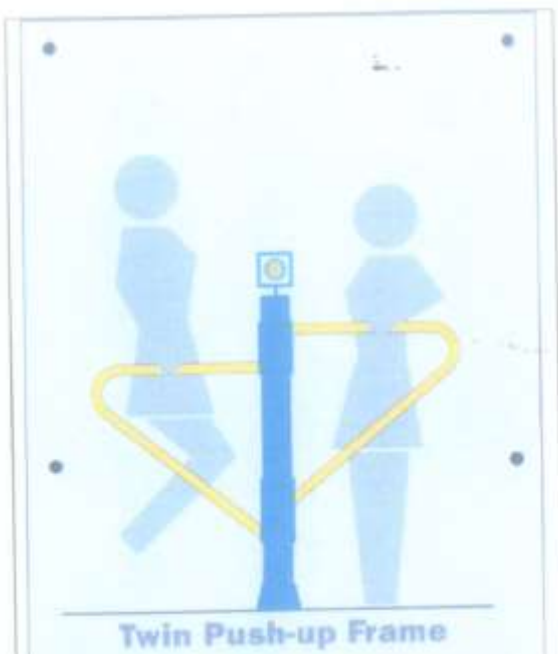


Item 1: Twin Walker



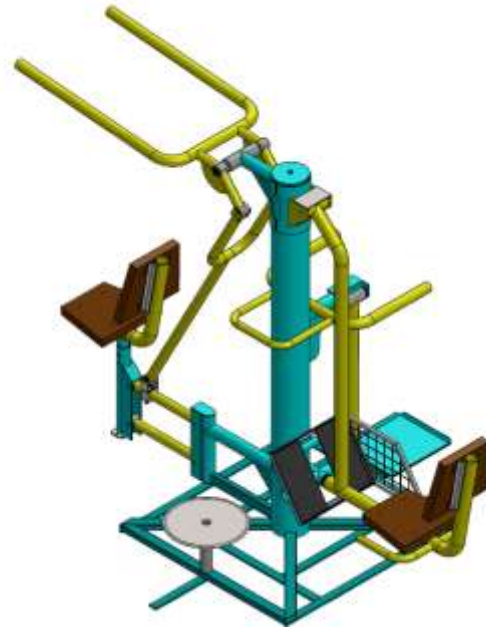
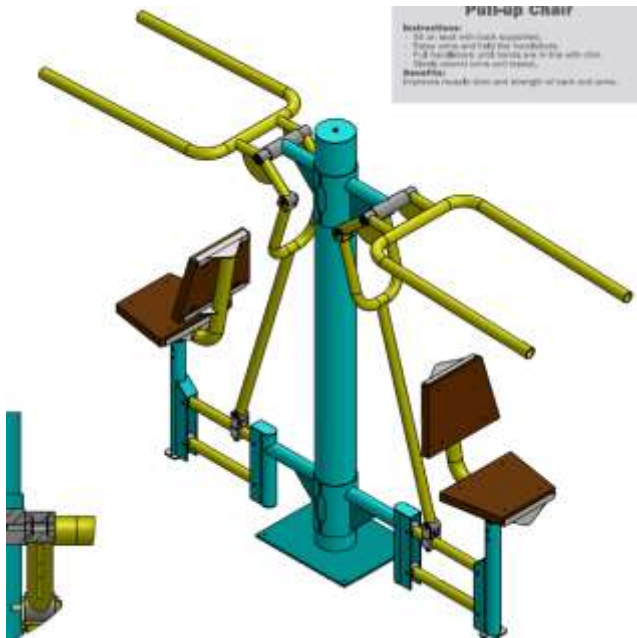
Item 4: Double twister:

Item 2: Double Walker



Item 7: Twin pull up chair

Item 15: 4 in 1 machine



Item 13: Balancing beam



Item 14: Sit up frame



Item 10: Elliptical Cross Trainer



Item 9: Bicycle



Item 11: Rowing



Item 12: Monkey frame



(14.1) MONTHLY PROJECT LABOUR REPORT (EXAMPLE)

ANNEX 1

CITY OF CAPE TOWN
MONTHLY PROJECT LABOUR REPORT

Instructions for completing and submitting forms

General

- 1 The Monthly Project Labour Reports must be completed in full, using typed, proper case characters; alternatively, should a computer not be available, handwritten in black ink.
- 2 Incomplete / incorrect / illegible forms will not be accepted.
- 3 Any conditions relating to targeted labour stipulated in the Contract (in the case of contracted out services or works) shall apply to the completion and submission of these forms.
- 4 This document is available in Microsoft Excel format upon request from the City's EPWP office, tel 021 400 9406, email EPWPLR@capetown.gov.za.

Project Details

- 5 If a field is not applicable insert the letters: NA
- 6 Only the Project Number supplied by the Corporate EPWP Office must be inserted.
The Project Number can be obtained from the Coordinator or Project Manager or from the e-mail address in point 4 above.
- 7 On completion of the contract or works project the anticipated end date must be updated to reflect the actual end date.

Beneficiary Details and Work Information

- 8 Care must be taken to ensure that beneficiary details correspond accurately with the beneficiary's ID document.

- 9 A new beneficiary is one in respect of which a new employment contract is signed in the current month. A certified ID copy must accompany this labour report on submission.
- 10 Was the beneficiary sourced from the City's job seeker database?
- 11 The contract end date as stated in the beneficiary's employment contract.
- 12 Where a beneficiary has not worked in a particular month, the beneficiary's name shall not be reflected on this form at all for the month in question.
- 13 Training will be recorded separately from normal working days and together shall not exceed the maximum of 23 days per month
- 14 Workers earning more than the maximum daily rate (currently R450 excluding any benefits) shall not be reflected on this form at all.

Submission of Forms

- 15 Signed hardcopy forms must be scanned and submitted to the City's project manager in electronic (.pdf) format, together with the completed form in Microsoft Excel format.
- 16 Scanned copies of all applicable supporting documentation must be submitted along with each monthly project labour report. Copies of employment contracts and ID documents are only required in respect of new beneficiaries.
- 17 If a computer is not available hardcopy forms and supporting documentation will be accepted.

PROJECT DETAILS

Numbers in cells below e.g (6) refer to the relevant instruction above for completing and submitting forms

CONTRACT OR WORKS PROJECT NAME: (6)		EPWP SUPPLIED PROJECT NUMBER: (6)														
DIRECTORATE:		DEPARTMENT:														
CONTRACTOR OR VENDOR NAME:		CONTRACTOR OR VENDOR E-MAIL ADDRESS:														
CONTRACTOR OR VENDOR CONTACT PERSON:		CONTRACTOR OR VENDOR TEL. NUMBER:														
		CELL WORK														
PROJECT LABOUR REPORT CURRENT MONTH (mark with "X")																
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEAR				

ACTUAL START DATE (yyyy/mm/dd)								ANTICIPATED / ACTUAL END DATE (yyyy/mm/dd) (7)							
TOTAL PROJECT EXPENDITURE / VALUE OF WORK DONE TO-DATE (INCLUDING ALL COSTS, BUT EXCLUDING VAT)															
R															

ANNEX 1 (continued)

MONTHLY PROJECT LABOUR REPORT

BENEFICIARY DETAILS AND WORK INFORMATION

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

CONTRACT OR WORKS PROJECT NUMBER:				Year		Month		Sheet				
								1 of				

No.	(8) First name	(8) Surname	(8) ID number	(9) New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	(10) Job seeker database (Y/N)	Contract start date (DDMMYY)	(11) Contract end date (DDMMYY)	(12) No. days worked this month (excl. training)	(13) Training days	(14) Rate of pay per day (R – c)
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												

0 0 R -

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

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

(14.2) BBEE SUB-CONTRACT EXPENDITURE REPORT (PRO FORMA)

TENDER NO. AND DESCRIPTION: 382G/2021/22 TENDER DESCRIPTION: SUPPLY AND DELIVERY, INSTALLATION OF NEW OUTDOOR EXERCISE EQUIPMENT AND THE REPAIRS TO EXISTING OUTDOOR EXERCISE EQUIPMENT

SUPPLIER:

B-BBEE SUB-CONTRACT EXPENDITURE REPORT

Rand Value of the contract (as defined in Schedule 4: Preference Schedule) (P*)

R

B-BBEE Status Level of Prime Supplier

Name of Sub-contractor (list all)	B-BBEE Status Level of supplier ¹	Total value of Sub-contract (excl. VAT) ¹	Value of Sub-contract work to date (excl. VAT) ¹	Value of Sub-contract work to Sub-contractors with a lower B-BBEE Status Level than supplier
Sub-contractor A		R	R	R
Sub-contractor B		R	R	R
Sub-contractor C		R	R	R
			Total:	R
			Expressed as a percentage of P*	%

¹Documentary evidence to be provided

Signatures

Declared by supplier to be true and correct:

.....

Date:

Verified by CCT Project Manager:

.....

Date:

(14.3) PARTNERSHIP/ JOINT VENTURE (JV) / CONSORTIUM/ EXPENDITURE REPORT (PRO FORMA)

TENDER NO. AND DESCRIPTION: 382G/2021/22 TENDER DESCRIPTION: SUPPLY AND DELIVERY, INSTALLATION OF NEW OUTDOOR EXERCISE EQUIPMENT AND THE REPAIRS TO EXISTING OUTDOOR EXERCISE EQUIPMENT

SUPPLIER:

PARTNERSHIP/ JOINT VENTURE (JV)/ CONSORTIUM EXPENDITURE REPORT

Rand value of the contract (as defined in Schedule 4: Preference Schedule) (P*)		R		B-BBEE Status Level of Partnership/ Joint Venture (JV)/ Consortium	
Name of partners to the Partnership/ JV / Consortium (list all)	B-BBEE Status Level of each partner at contract award	Percentage contribution of each partner as per the Partnership/ JV/ Consortium Agreement ¹	Total value of partner's contribution (excl. VAT) ¹ B = A% x P*	Value of partner's contribution to date (excl. VAT) ¹ C	Value of partner's contribution as a percentage of the work executed to date D = C/P*x100
		A			
Partner A		%	R	R	%
Partner B		%	R	R	%
Partner C		%	R	R	%

¹Documentary evidence to be provided

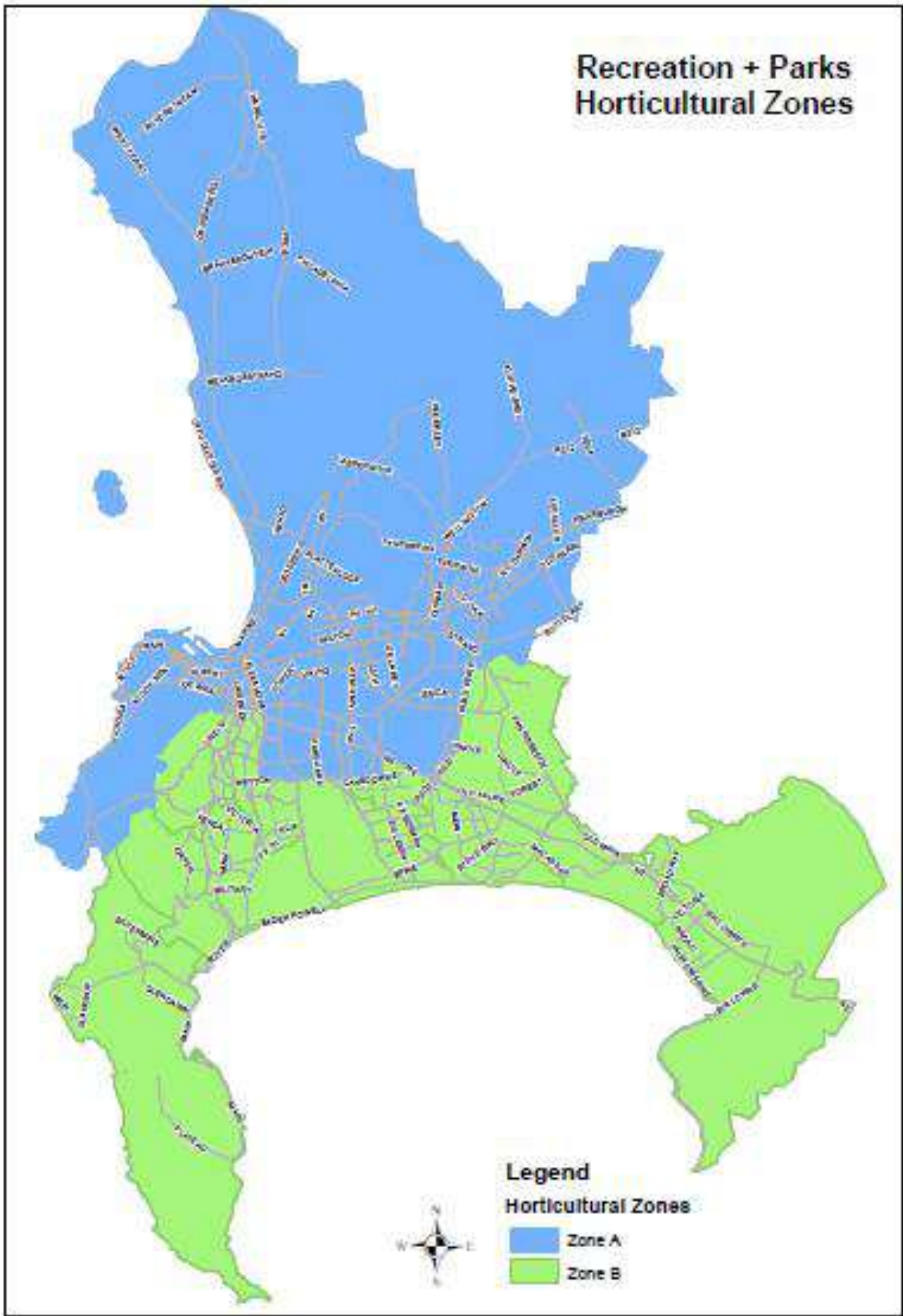
Signatures

Declared by supplier to be true and correct:

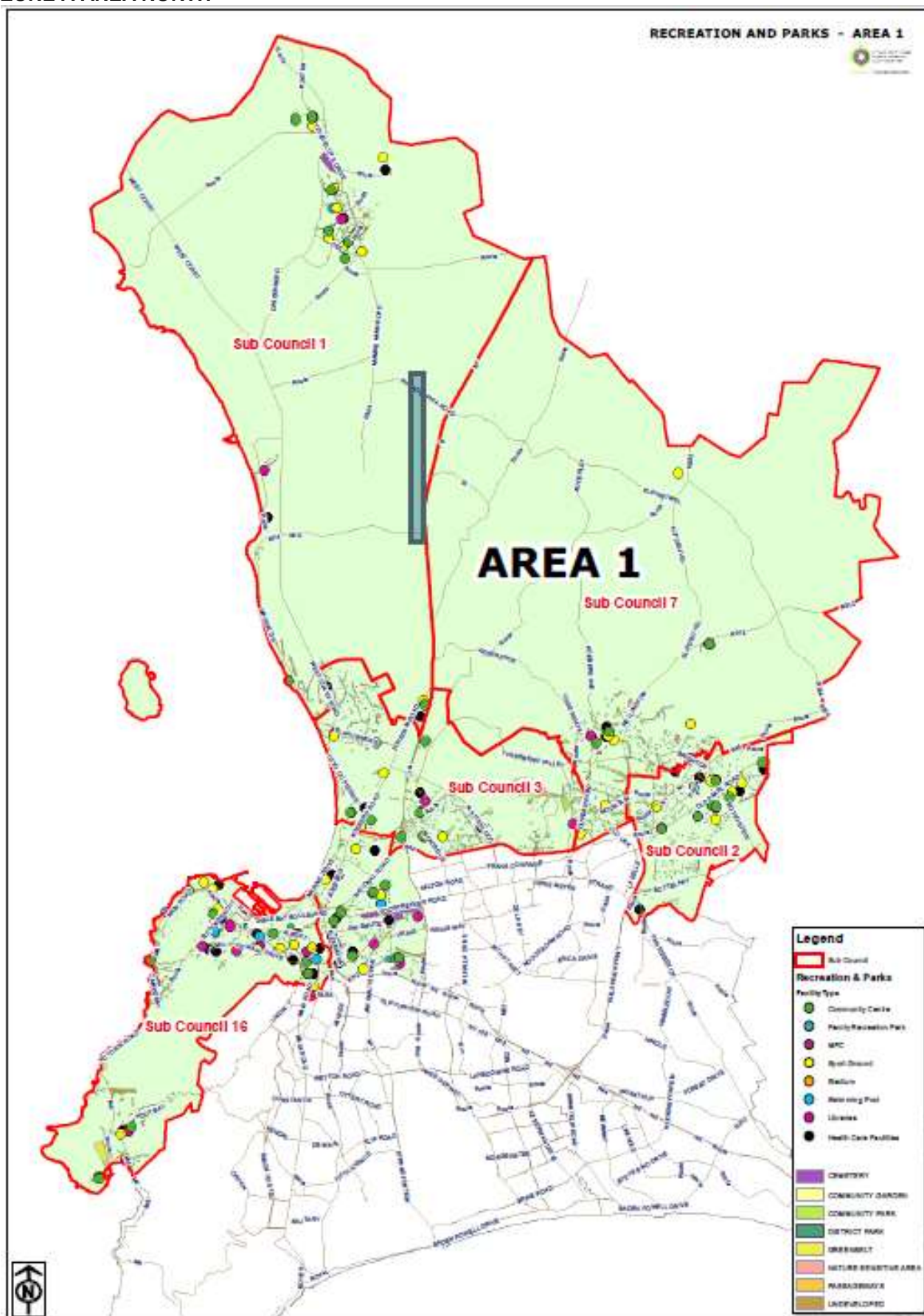
Date:

Verified by CCT Project Manager:

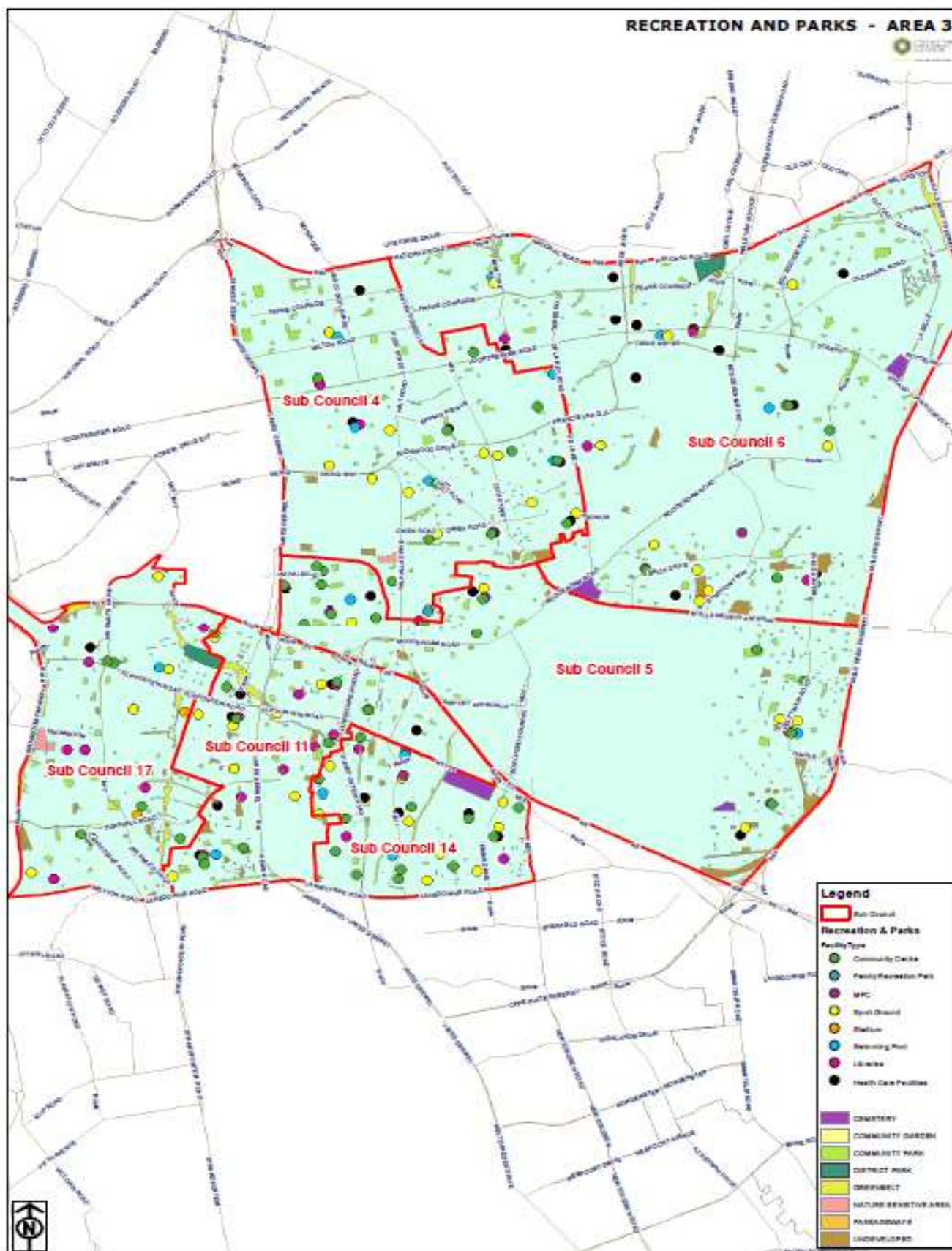
Date:

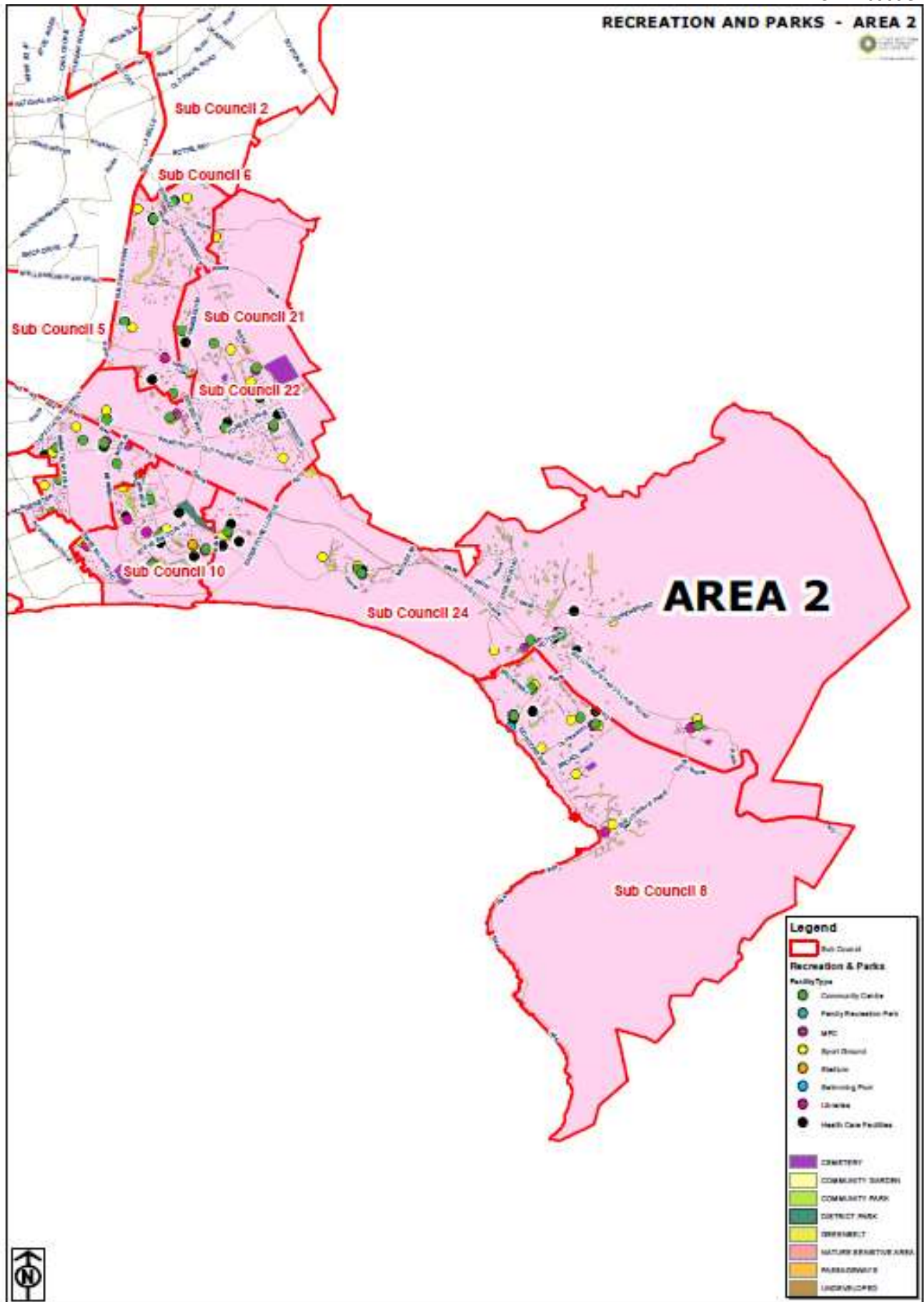


ZONE A AREA NORTH



ZONE A AREA SOUTH





ZONE B AREA SOUTH

