

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
SUPPLY CHAIN MANAGEMENT		
SCM - 542	Approved by Branch Manager: February 2024	Version: 10

TENDER NO: 132S/2025/26

TENDER DESCRIPTION: PROVISION OF AUTO ELECTRICAL REPAIRS, INCLUSIVE OF SUPPLY AND FITMENT OF BATTERIES, LED LIGHTING AND EMERGENCY VEHICLE SIRENS

CONTRACT PERIOD: NOT EXCEEDING 36 MONTHS FROM DATE OF COMMENCEMENT

CLOSING DATE **10 March 2026**

CLOSING TIME **10:00 am**

TENDER BOX NUMBER **216**

TENDER FEE **[R 200.00]**

Non – refundable tender fee payable to the 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 (hereinafter the "Tenderer")	
TRADING AS (if different from above)	
Registration number of Tenderer	
Physical address and chosen domicilium citandi et executandi of Tenderer	

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 CCT OFFICIALS AT TENDER OPENING
1
2
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THE TENDER

T.1 GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	6 February 2026
SITE VISIT/CLARIFICATION MEETING	:	Time: 10:00am on Date: 19 February 2026 (Not compulsory, but strongly recommended)
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	https://teams.microsoft.com/l/meetup-join/19%3ameeting_NWRhODA0ZjgtODNjNi00NzJiLWE0NzctNWI2YmlwOGYyZTFi%40thread.v2/0?context=%7b%22Tid%22%3a%22ff731495-b3c8-44b3-93f8-6fca8fc5a699%22%2c%22Oid%22%3a%22d986294b-0ba6-41a6-9b09-7832b3f9da29%22%7d
		Meeting ID: 387 542 502 692 96 Passcode: Xo9hk9Qt
TENDER BOX & ADDRESS	:	Tender Box as per front cover at the Tender & Quotation Boxes Office , 2 nd Floor (Concourse Level), Civic Centre, 12 Herzog Boulevard, Cape Town.
	:	The Tender Document (which includes the Form of Offer and Acceptance) completed and signed 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. 132S/2025/26: - TENDER DESCRIPTION: PROVISION OF AUTO ELECTRICAL REPAIRS, INCLUSIVE OF SUPPLY AND FITMENT OF BATTERIES, LED LIGHTING AND EMERGENCY VEHICLE SIRENS the tender box number. 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	:	Email: SCM.Tenders4@capetown.gov.za Fleet.Tenders@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”

T.2 CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

2.1.1.1 The City of Cape Town (hereafter referred to as the "CCT") and each tenderer submitting a tender offer (hereinafter referred to as the "tenderer" or the "supplier") shall comply with item T.2 of this Tender Document Goods and Services (hereinafter referred to as these "Conditions of Tender"). The tenderer and the CCT shall collectively hereinafter be referred to as the "Parties" and individually a "Party"). In their dealings with each other, the Parties shall discharge their duties and obligations as set out in these Conditions of Tender, timeously and with integrity, and behave equitably, honestly and transparently, and shall comply with all legal obligations imposed on the Parties herein and in accordance with all applicable laws.

The Parties agree that this tender Tender Document Goods and Services (hereinafter referred to as the "Tender" / "Tender Document"), its evaluation and acceptance and any resulting 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 and as amended from time to time. If the CCT adopts a new SCM Policy which contemplates that any clause therein would apply to the Contract emanating from this tender (hereinafter referred to as the "Contract"), such clause shall also be applicable to that Contract. Please refer to this document contained on the CCT's website.

Abuse of the supply chain management system is not permitted and may result, inter alia, (1) in the tender being rejected; (2) cancellation of the contract; (3) restriction of the supplier, and/or (4) the exercise by the CCT of any other remedies available to it as provided for in the SCM Policy and/or the the Contract and/or this tender and/or any applicable laws .

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 Annexure F to the contract (hereinafter referred to as the "returnable documents" / "Returnable Schedules") are part of these Conditions of Tender and are specifically hereby incorporated into these Conditions of Tender.

2.1.2.2 These Conditions of Tender and returnable Documents which are required for CCT's tender evaluation purposes herein, shall form part of the Contract arising from the CCT's corresponding 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 / tenderers by its Director: Supply Chain Management or his nominee. Similarly, any communication of the tenderer / supplier that is not reduced to writing by the tenderer / supplier, its employees, agents or advisors, shall not be regarded as binding on the CCT, unless communicated to the CCT in writing by the suppliers / tenderers, or their duly authorised representatives.

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 corresponding tender process or reject all tender offers at any time before the formation of a contract. The CCT may, prior to the award

of the tender, cancel a tender if:

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

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

2.1.5 Procurement procedures

2.1.5.1 General

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

The City intends to appoint a Main Service Provider (highest ranked) and two (2) Alternatives service providers (2nd and 3rd highest ranked tenderers) per area for the allocation of work on section A (of C4 Pricing Schedule).

A successful tenderer shall be eligible for appointment as the main service provider in respect of only one (1) area. Additionally, a successful tenderer may be considered for appointment as an alternative service provider for up to three (3) areas, in order of ranking as determined during the evaluation process.

In the event that an insufficient number of responsive and qualifying tenders are received to adequately award all areas, the City of Cape Town reserves the right, in its sole discretion, to appoint a successful tenderer as the main service provider for more than one area, subject to the operational needs and best interests of the City.

Notwithstanding anything to the contrary, the City of Cape Town further reserves the right not to award any particular line item or area, in whole or in part, and such decision shall be final and not subject to dispute or claim.

Furthermore the City intends to appoint a Main Service Provider (highest ranked) and one (1) Alternative service provider for the allocation of work on section B (of C4 Pricing Schedule).

Only those Service Providers that have met the requirements of the Tender conditions by following all pertinent instructions, will be considered.

Not exceeding 36 months from date of commencement.

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

2.1.5.3 Nomination of Standby Bidder

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

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 CCT 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 CCT, 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 CCT 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, Office of the City Manager

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

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

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

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

The City Manager - C/o the Manager: Access to Information Unit, Legal Service Department, Office of the City Manager

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

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

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

2.1.6.6 The minimum standards regarding accessing and 'processing' of any personal information belonging to another in terms of Protection of Personal Information Act, 2013 (POPIA).

For purposes of this clause 2.1.6.6, the contract and these Conditions of Tender, the terms "data subject", "Personal Information" and "Processing" shall have the meaning as set out in section 1 of POPIA, and "Process" shall have the corresponding meaning.

The CCT, its employees, representatives and sub-contractors may, from time to time, Process the tenderer's and/or its employees', representatives' and/or sub-contractors' Personal Information, for purposes of, and/or relating to, the tender, the contract and these Conditions of Tender, for research purposes, and/or as otherwise may be envisaged in the CCT's Privacy Notice and/or in relation to the CCT's Supply Chain Management Policy or as may be otherwise permitted by law. This includes the Processing of the latter Personal Information by the CCT's due diligence assurance provider, professional advisors and the Appeal Authority as applicable. The CCT's justification for the processing of such aforesaid Personal Information is based on section 11(1)(b) of POPIA, i.e., in terms of which the CCT's Processing of the said Personal Information is necessary to carry out actions for the conclusion and/or performance of the contract, to which the applicable data subject (envisaged in this clause 2.1.6.6 above) is a party.

All requests relating to data protection must be submitted in writing to:

The City Manager - C/o the Information Officer, Office of the City Manager

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

Via post at: Private Bag X9181, Cape Town, 8000

Via email at: Popia@capetown.gov.za.

2.1.6.7 Compliance to the CCTs Appeals Policy.

In terms of the CCT's Appeals Policy, a fixed upfront administration fee will be charged. In addition, a surcharge may be imposed for vexatious and frivolous or otherwise manifestly inappropriate tender related appeals.

The current approved administration fee is R300.00 and may be paid at any of the Municipal Offices or at the Civic Centre in Cape Town using the GL Data Capture Receipt attached as Annexure F.14: Appeal Application Form. Alternatively, via EFT into the CCT's NEDBANK Account: CITY OF CAPE TOWN and using Reference number: 198158966. You are required to send proof of payment when lodging your appeal.

The current surcharge for vexatious and frivolous or otherwise manifestly inappropriate tender related appeals will be calculated as $\frac{1}{2}$ (Administrative cost of the tender appeal) + 0.25 %(Appellant's tender price).

Should the payment of the administration fee of R300.00 or the surcharge not be received, such fee or surcharge will be added as a Sundry Tariff to the bidder's municipal account.

In the event where the bidder does not have a Municipal account with the CCT, the fee or surcharge may be recovered in terms of the CCT's Credit Control and Debt Collection By-law, 2006 (as amended) and its Credit Control and Debt Collection Policy.

2.1.7 CCT 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 CCT'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 CCT'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 and the Conditions of Tender. An 'acceptable tender must "COMPLY IN ALL" aspects with the tender, Conditions of Tender, all Specifications (i.e., item C.5 below, hereinafter the "Specifications"), pricing instructions herein and the Contract including its conditions.

2.2.1.1.1 Submit a tender offer

Only those tender submissions from which it can be established, *inter alia* 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 below 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 below to be completed);
- c) A copy of the partnership / joint venture / consortium agreement to be provided, where applicable.
- 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 below 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 below 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 below to be completed);
- g) The tenderer (including any of its representatives, 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, who is directly or indirectly involved or associated with the bid specification committee;
- k) A completed **Authorisation for the Deduction of Outstanding Amounts Owed to the CCT** to be provided and which does not indicate any details that renders the tender non-responsive based on the conditions contained thereon (applicable schedules below to be completed);
- l) The tenderer (including any of its representatives, 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 representatives, directors or members), has not been found guilty on any other basis listed in the Supply Chain Management Policy.

2.2.1.1.3 Additional submission requirements for this tender must be submitted with the tender submission

Only those tenderers that are compliant with the requirements below, will be declared responsive.

Tenderers will be deemed non-responsive if the below is not supplied with their tender submission:

- (a) The Tenderer fails to submit the completed Addendum's as listed in Schedule F.13 and/or technical supporting documentation, where applicable.
- (b) Tenderers must meet the minimum requirements of auto-electricians (Transportation Electrician), with a minimum of **2 years post qualification experience**.

Submit proof of qualified auto-electricians (Transportation Electrician), artisans and vehicles registered in the name of the tendering entity as per Specifications C5 clause "14.RESOURCE / CAPACITY REQUIREMENTS", clause "20. STAFF QUALIFICATIONS AND STANDARDS" and listed Schedule F.13.

Accepted proof of qualifications:

Red Seal Trade Test Certificate in Auto Electrical Repairs (SAQA / QCTO-accredited).

or

Proof of approval from the South African Qualifications Authority (SAQA) for foreign qualifications (like a trade, diploma, or degree obtained outside SA) that the qualification is equivalent to a Red Seal Trade Test Certificate in Auto Electrical Repairs (SAQA accredited).

- (c) Tenderers within the motor industry must be registered with the Motor Industry Bargaining Council (MIBCO), as per legislation as posted in the Government Gazette No. 10707 Vol. 622 on the 7th April 2017, Motor Industry Bargaining Council - MIBCO, and is binding in terms of section 31 of the Labour Relations Act, 1995, with all the relevant applicable posted chapters or the latest version thereof.

Tenderers must provide valid MIBCO compliance certificates from the relevant bargaining council / proof of registration / proof that registration is in progress. Successful Tenderers must remain MIBCO compliant for the duration of the contract

Section B (LED Lighting and emergency vehicle sirens)

- (d) Proof of conformance of LED lights in the form of:

Specification/datasheet from the manufacturer clearly indicating that the product's conformance to the standards stipulated in the specification clauses.

or

Formal Letter from the product manufacturer clearly stating the product conforms to the standards stipulated in the specification clauses.

- (e) Tenderers must meet the minimum requirements of auto-electricians (Transportation Electrician), with a minimum of **2 years post qualification experience**.

And Submit proof of qualified auto-electricians (Transportation Electrician), artisans and vehicles registered in the name of the tendering entity as per Specifications C5 clause "14.RESOURCE / CAPACITY REQUIREMENTS", clause "20. STAFF QUALIFICATIONS AND STANDARDS" and listed Schedule F.13.

Accepted proof of qualifications:

Red Seal Trade Test Certificate in Auto Electrical Repairs (SAQA / QCTO-accredited).

or

Proof of approval from the South African Qualifications Authority (SAQA) for foreign qualifications (like a trade, diploma, or degree obtained outside SA) that the qualification is equivalent to a Red Seal Trade Test Certificate in Auto Electrical Repairs (SAQA accredited).

2.2.1.1.4 Compulsory clarification meeting

Not Applicable

2.2.1.1.5 Minimum score for functionality

Not Applicable

2.2.1.1.6 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

The tenderer shall treat as strictly 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

The tenderer shall 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 document(s) by reference.

2.2.6 Acknowledge and comply with notices

The tenderer shall acknowledge receipt of notices to the tender documents, which the CCT may issue, and shall fully comply with all instructions issued in the said 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 the said 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 or other lawful means.

2.2.7 Clarification meeting

The tenderer shall 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 (i.e., in item T.1 above).

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

2.2.8 Seek clarification

The tenderer shall 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 (i.e., in item T.1 above), where possible.

2.2.9 Pricing the tender offer

2.2.9.1 The tenderer shall comply with all pricing instructions as stated on the Price Schedule.

2.2.10 Alterations to documents

The tenderer shall 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 Conditions of Tender, the tenderers may 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/she/it 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 tender offer to 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 as set out in the tender document.

2.2.11.2 Acceptance of an alternative tender offer by the CCT may be based only on the criteria stated in the Conditions of Tender or applicable criteria otherwise acceptable to the CCT.

2.2.12 Submitting a tender offer

2.2.12.1 The tenderer is required to 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 Conditions of Contract and described in the Specifications. Only those tenders submitted on the tender documents as issued by the CCT together with all Tender Returnable Documents duly completed and signed will be declared responsive.

2.2.12.2 The tenderer shall return the entire tender 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 The tenderer shall sign the original tender offer where required in terms of the Conditions of Tender. The tender shall be signed by a person duly authorised by the tenderer to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation / founding document 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.

2.2.12.4 Where a two-envelope system is required in terms of the Conditions of Tender, place and seal the returnable documents listed in the Conditions of Tender 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 (i.e., item T.1 above), as well as the tenderer's name and contact address.

2.2.12.5 The tenderer shall 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.

2.2.12.6 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.

2.2.12.7 Tender offers submitted by facsimile or e-mail will be rejected by the CCT, unless stated otherwise in the Conditions of Tender.

2.2.12.8 By signing the offer part of the Form of Offer (Schedule **C2**) the tenderer warrants and agrees that all information provided in the tender submission is true and correct.

2.2.12.9 Tenderers shall properly deposit its bid 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.

2.2.12.10 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

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 The tenderer shall ensure that the CCT receives the tender offer, together with all applicable documents specified herein, at the address specified in the General Tender Information herein prior to the closing time stated on the front page of the tender document.

2.2.14.2 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 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 The tenderer shall warrant 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 in clause 2.2.15.1 above, bids shall remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the CCT 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 by the parties, administrative processes and upon approval by the City Manager, unless the required extension is as a result of an appeal process or court ruling.

In circumstances where the validity period of a tender has expired, and the tender has not been

awarded, the tender process is considered "completed", despite there being no decision (award or cancellation) made. This anomaly does not fall under any of the listed grounds of cancellation and should be treated as a "non award". A "non award" is supported as a recommendation to the CCT's Bod Adjudication Committee ("BAC") for noting.

2.2.15.3 A tenderer may request in writing, after the closing date, that its 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, without prejudice to the CCT's other rights and/or remedies available to it in accordance with any applicable laws.

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

Tenderer's shall promptly provide clarification of its 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 Tenderer's shall promptly provide, upon 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 The tenderer shall 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 entity to a Consortium/Joint Venture bid shall submit separate certificates/statements in the above regard.

2.2.17.3 Tenderers shall be required to 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

Tenderers shall provide access during working hours to premises for inspections, tests and analysis as provided for in the Conditions of Tender or Specifications.

If the Specifications 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. Preference Points for Specific Goals

In order to qualify for preference points for HDI and/or Specific Goals, it is the responsibility of the tenderer to submit documentary proof (Company registration certification, Central Supplier Database report, BBBEE certificate, Proof of Disability, Financial Statements, commissioned sworn affidavits, etc.) in support of tenderer claims for such preference for that specific goal.

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

2.2.19.2 Evidence of tax compliance

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant subject to the requirements of clause 2.2.1.1.2.h. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Compliance Status PIN 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 record 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 Compliance Status Pin.

Before making an award the CCT 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 CCT, 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 CCT via CSD or e-Filing. The CCT 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

By responding to the tender herein, 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.

2.2.22 Collection and issuing of tender documents

The CCT will only issue tender documents through its Tender Distribution Office and/or the official CCT tender portal. Bidders who obtain documents through any means other than described herein, will not be known to the CCT and may thus not receive tender notices and addendums. Tenderers are not allowed to distribute tender documents to other potential bidders.

It is the responsibility of bidders who obtain documents through any means other than described herein, to notify the CCT tender representative thereof that they are participating in the tender. The CCT accepts no liability for any tender notices or addendums not reaching any bidders, who obtained documents through any means other than described herein or who provided incorrect contact details to the CCT.

2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

2.3.1.1 Unless otherwise stated in the Conditions of Tender, the CCT shall 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 duly authorised representative for the purpose of this tender is stated on the General Tender Information page above.

2.3.2 Issue Notices

If necessary, the CCT may 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 CCT 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, CCT shall open tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the Conditions of Tender.

Tenders will be opened immediately after the closing time for receipt of tenders as stated on the front

page of the tender document, or as stated in any Notice extending the closing date and at the closing venue as stated in the General Tender Information.

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

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

2.3.4 two-envelope system

2.3.4.1 Where stated in the Conditions of Tender that a two-envelope system is to be followed, the CCT shall 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 Conditions of Tender and announce the name of each tenderer whose technical proposal is opened.

2.3.4.2 The CCT shall 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. The CCT shall open only the financial proposals of tenderers, who have submitted responsive technical proposals in accordance with the requirements as stated in the Conditions of Tender, and announce the total price and any preference claimed. Return unopened financial proposals to tenderers whose technical proposals were non responsive.

2.3.5 Non-disclosure

The CCT shall 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

The CCT shall 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 The CCT may 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 Conditions of Tender.

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 section as set out in the Price Schedule (C4).

For Section A (per Area)

•

The total cost of battery purchases based on a typical basket (per battery type)

AND

The total cost of services based on a typical basket.

For Section B (winner takes all)

The total cost of LED Lighting and emergency vehicle siren purchases based on a typical basket

2.3.10.3.4 Applicable formula:

The 90/10 price/preference points system will be applied to the evaluation of responsive tenders above 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 based on the Specific Goal as per below:

Table B2: Awards above R50 mil (VAT Inclusive)

#	Specific goals allocated points	Preference Points (90/10) <i>Above R50 mil</i>	Evidence	Additional Guidance
<i>Persons, or categories of persons, historically disadvantaged- (HDI) by unfair discrimination on the basis of</i>				
1	<p>Gender are women (ownership)*</p> <p>>75% - 100% women ownership: 3 points</p> <p>>50% - 75% women ownership: 2 points</p> <p>>25% - 50% women ownership: 1 point</p> <p>>0% - 25% women ownership: 0.5 point</p> <p>0% women ownership = 0 points</p>	3	<ul style="list-style-type: none"> • Company Registration Certification • Central Supplier Database report 	<ul style="list-style-type: none"> • Issued by the Companies and Intellectual Property Commission • Report name: CSD Registration report
2	<p>Race are black persons (ownership)*</p> <p>>75% - 100% black ownership: 3 points</p> <p>>50% - 75% black ownership: 2 points</p> <p>>25% - 50% black ownership: 1 point</p> <p>>0% - 25% black ownership: 0.5 point</p> <p>0% black ownership = 0 points</p>	3	<ul style="list-style-type: none"> • B-BBEE certificate; • Company Registration Certification • Central Supplier Database report 	<ul style="list-style-type: none"> • South African National Accreditation System approved certificate or commissioned sworn affidavit • Issued by the Companies and Intellectual Property Commission • Report name: CSD Registration report
3	<p>Disability are disabled persons (ownership)*</p> <p><i>WHO disability guideline</i></p> <p>>2% ownership: 1 points</p> <p>>0% - 2% ownership: 0.5 point</p> <p>0% ownership = 0 point</p>	1	<ul style="list-style-type: none"> • Proof of disability • Company Registration Certification 	<ul style="list-style-type: none"> • Medical certificate/ South African Revenue Services disability registration • Issued by the Companies and Intellectual Property Commission
<i>Reconstruction and Development Programme (RDP) as published in Government Gazette</i>				
4	<p>Promotion of Micro and Small Enterprises</p> <p><i>Micro with a turnover up to R20million and Small with a turnover up to R80 million as per National Small Enterprise Act, 1996 (Act No.102 of 1996)</i></p> <p><i>SME partnership, sub-contracting, joint venture or consortiums</i></p>	3	<ul style="list-style-type: none"> • B-BBEE status level of contributor; • South African owned enterprises; • Financial Statement to determine annual turnover 	<ul style="list-style-type: none"> • Specifically in line with the respective sector codes which the company operates, • South African National Accreditation System approved certificate or commissioned sworn affidavit • Certificate of incorporation or commissioned sworn affidavit • Latest financial statements (1 Year)
	Total points	10		

**Ownership: main tendering entity*

2.3.10.5 Risk Analysis

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

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

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

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

2.3.11 Negotiations with preferred tenderers

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

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

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

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

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

In terms of the CCT's SCM Policy, 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 CCT'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 CCT, to perform the contract free of conflicts of interest.

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

2.3.12.4 The CCT reserves the right 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 CCT as a result of (inter alia):

- a) reports of poor governance or unethical behaviour, or both;
- b) association with known notorious individuals and family of notorious individuals;
- c) poor performance issues, known to the CCT;
- d) negative media reports, including negative social media reports;
- e) adverse assurance (e.g. due diligence) report outcomes; and
- f) circumstances where the relevant vendor has employed, or is directed by, anyone who was previously employed in the service of the state (as defined in clause 1.53 of the SCM Policy), where the person is or was negatively implicated in any SCM irregularity.

2.3.12.5 The CCT reserves the right to nominate an StandbyBbidder 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 Standby 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**

SUPPLY CHAIN MANAGEMENT

SCM - 542

Approved by Branch Manager: February 2024



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Version: 10

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TENDER NO: 132S/2025/26

TENDER DESCRIPTION: PROVISION OF AUTO ELECTRICAL REPAIRS, INCLUSIVE OF SUPPLY AND FITMENT OF BATTERIES, LED LIGHTING AND EMERGENCY VEHICLE SIRENS

CONTRACT PERIOD: NOT EXCEEDING 36 MONTHS FROM DATE OF COMMENCEMENT

THE CONTRACT

THE CITY OF CAPE TOWN

A metropolitan municipality, established in terms of the Local Government: Municipal Structures Act, 117 of 1998 read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, as amended ("the Purchaser") herein represented by

AUTHORISED REPRESENTATIVE

AND

SUPPLIER

NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual (The "Supplier" / "tenderer")	
TRADING AS (if different from above)	
REGISTRATION NUMBER	
PHYSICAL ADDRESS / CHOSEN DOMICILIUM CITANI ET EXECUTUANDI OF THE SUPPLIER	
AUTHORISED REPRESENTATIVE	
CAPACITY OF AUTHORISED REPRESENTATIVE	

(HEREINAFTER COLLECTIVELY REFERRED TO AS "THE PARTIES" AND INDIVIDUALLY A "PARTY")

NATURE OF TENDER OFFER (please indicate below)

Main Offer (see clause 2.2.11.1)

Alternative Offer (see clause 2.2.11.1)

C.1 DETAILS OF TENDERER/SUPPLIER

1.1 Type of Entity (Please tick one box)

<input type="checkbox"/> Individual / Sole Proprietor	<input type="checkbox"/> Close Corporation	<input type="checkbox"/> Company
<input type="checkbox"/> Partnership or Joint Venture or <input type="checkbox"/> Trust	<input type="checkbox"/> Other:	
<input type="checkbox"/> Consortium		

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		
CCT 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	

C.2 FORM OF OFFER AND ACCEPTANCE

132S/2025/26 - PROVISION OF AUTO ELECTRICAL REPAIRS, INCLUSIVE OF SUPPLY AND FITMENT OF BATTERIES, LED LIGHTING AND EMERGENCY VEHICLE SIRENS

C.2.1 Offer (To Be Completed by the Tenderer as Part of Tender Submission)

The tenderer, identified in the offer signature table below,

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.

SIGNED AT _____ (PLACE) ON THE ____ (DAY) OF _____ (MONTH AND YEAR)

For and on behalf of the Supplier
(Duly Authorised)
Name and Surname:

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

INITIALS OF CCT OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)

132S/2025/26 - PROVISION OF AUTO ELECTRICAL REPAIRS, INCLUSIVE OF SUPPLY AND FITMENT OF BATTERIES, LED LIGHTING AND EMERGENCY VEHICLE SIRENS

C.2.2 Acceptance (To Be Completed by the CCT)

By signing this part of this *Form of Offer and Acceptance*, the CCT accepts the tenderer's (if awarded the Supplier's) offer. In consideration thereof, the CCT shall pay the Supplier the amount due in accordance with the conditions of contract. Acceptance of the Supplier's offer shall form an agreement between the CCT and the Supplier upon the terms and conditions contained in this document.

The terms of the agreement are contained in the Contract (as defined) including drawings and documents or parts thereof, which may be incorporated by reference.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the *Tender Returnable Documents* as well as any changes to the terms of the offer agreed by the tenderer and the CCT 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 the *Schedule of Deviations*.

The Supplier shall within 2 (two) weeks after receiving a complete, copy of the Contract, including the *Schedule of Deviations* (if any), contact the CCT to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documents to be provided in terms the *Special Conditions of Contract*. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation / breach of the agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the Commencement Date, being the date upon which the Supplier confirms receipt from the CCT of 1 (one) complete, signed copy of the Contract, including amendments or deviations contained in the *Schedule of Deviations* (if any).

For and on behalf of the City of Cape Town
(Duly Authorised)
Name and Surname:

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

FORM OF OFFER AND ACCEPTANCE (continued)

132S/2025/26 - PROVISION OF AUTO ELECTRICAL REPAIRS, INCLUSIVE OF SUPPLY AND FITMENT OF BATTERIES, LED LIGHTING AND EMERGENCY VEHICLE SIRENS

C.2.3 Schedule of Deviations (To be Completed by the CCT upon Acceptance)

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 to become an obligation of the Contract, shall be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall form part of the Contract.

1 Subject

Details

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.....
.....

2 Subject

Details

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3 Subject

Details

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4 Subject

Details

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.....

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 *Tender Returnable Documents*, 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 Commencement Date, shall have any meaning or effect between the Parties arising from the agreement.

FORM OF OFFER AND ACCEPTANCE (continued)

132S/2025/26 - PROVISION OF AUTO ELECTRICAL REPAIRS, INCLUSIVE OF SUPPLY AND FITMENT OF BATTERIES, LED LIGHTING AND EMERGENCY VEHICLE SIRENS

C.2.4 Confirmation of Receipt (To be Completed by Supplier upon Acceptance)

The Supplier identified in the offer part of the Contract hereby confirms receipt from the CCT of 1 (one) complete, signed copy of the Contract, including the *Schedule of Deviations* (if any) on:

The..... (Day)

Of..... (Month)

20..... (year)

At..... (Place)

For the Supplier: Signature(s)

Name(s)

Capacity

Signature and name of witness:

Signature Name

*ONLY TO BE
COMPLETED AT
ACCEPTANCE STAGE*

C.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN THE CCT (HEREINAFTER CALLED THE "CCT")
AND

.....
(Supplier/Mandatary/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 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 (hereafter "OHSA") and the Regulations promulgated thereunder.

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

Signed at on the day of 20....

Witness

Mandatary

Signed at on the day of 20

Witness

for and on behalf of
CCT

C.4 PRICE SCHEDULE

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

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

Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the Conditions of Tender.
- 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 sub - 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 CCT may also perform a risk analysis with regard to the reasonableness of such rates.**
- 5.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.
- 5.8 The tendered "labour" rate is inclusive of normal hours, after hours, public holidays, weekends, expenses, disbursements and consumables costs that may be required for the execution of the tenderer's obligations in terms of the contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the contract as well as overhead charges and profit (in the event that the tender is successful).
- 5.9 This tender is broken up into two sections (section A and section B). Tenderers may tender for either section or both sections.
- 5.10 Tenderers **must (to be considered responsive) price for all line items under Section A**, including the % trade discount offered on Item 24 for batteries purchased off the Suppliers Catalogue. Item 24 and 25 will not be utilized for evaluation purposes. **Tenderers must tender for all four (4) areas.**
- 5.11 Tenderers **must (to be considered responsive) price for all line items under Section B.**
- 5.12 The maximum allowable percentage for item 25 (buyout component) shall not exceed eight percent (8%). Should a Tenderer submit a bid that specifies a mark-up percentage for item 25 greater than eight percent (8%), the Tenderer's entire bid for section A will be deemed non-responsive.

5.13 The tenderer to offer a fixed call out fee per area. Should the tenderer be required to attend to another vehicle within a 2km radius from of the original call out, the tenderer shall not charge an additional call-out fee for subsequent services within the same operational period or site visit.

INITIALS OF CCT OFFICIALS		
1	2	3

ONLY TO BE
COMPLETED AT
ACCEPTANCE STAGE

SECTION A: SUPPLY OF BATTERIES

ITEM	DESCRIPTION #S.A.B.M.A. CODE 12 VOLT WET TYPE MAINTENANCE FREE LEAD ACID/CALCIUM BATTERIES	UNIT OF MEASURE MENT	BRAND OF BATTERY	A	B	C
				PRICE PER UNIT (PER BATTERY DELIVERED) (Excl. VAT)	REFUND VALUE PER UNIT (CREDIT) (PER SCRAP BATTERY) (Excl. VAT)	TOTAL (A- B)) (Excl. VAT)
1.	615C	Each				
2.	616C	Each				
3.	628C	Each				
4.	636C	Each				
5.	638C	Each				
6.	639C	Each				
7.	646C	Each				
8.	649C	Each				
9.	650C	Each				
10.	651C	Each				
11.	652C	Each				
12.	657C	Each				
13.	658C	Each				
14.	660C	Each				
15.	668C	Each				
16.	669C	Each				
17.	674C	Each				
18.	681C	Each				
19.	682C	Each				
20.	683C	Each				
21.	689C	Each				
22.	BD1251N	Each				
23.	BD-1250	Each				

24.	Suppliers Battery Catalogue <i>Battery catalogue discount percentage (%)</i>% (Discount % offered) <i>If left Blank, the City will accept that a 0% percentage discount is offered. Mark-up percentage will not be accepted. The City of Cape Town reserves the right not to accept a catalogue price if it's deemed to be unfair and unreasonable.</i>
25.	Auto-electrical related Buy-outs (handling fee)% <i>(Maximum of 8% mark-up allowed) (excluded from Items 1 to 24 and 26 to 47)</i>

SECTION A: AUTOELECTRICAL REPAIR SERVICES

AREAS Submit prices for all areas. See Appendix C (Area Maps)	Call-out Fee	Hourly Labour Rate	Vehicle Air-conditioning leak detection and regassing
26. Northern Area (includes the Voelvlei Dam Water Treatment Plant)	R	R	R
27. Southern Area	R	R	R
28. Western Area	R	R	R
29. Eastern Area (includes the Steenbras and Wemmershoek Water Treatment Plants)	R	R	R

SECTION B: LED Lighting and Emergency vehicle sirens

Item No.	Description	Supply Cost per unit	Fitment Per Unit	Tenderer to state Make and Model details below	
		All Prices tendered must be Vat Exclusive		Make	Model
30	Slimline light bar inclusive of mounting bracket, 12V and 24V	R	R _____ per Light Bar		
31	Beacon light inclusive of mounting bracket, 12V and 24V	R	R _____ per Beacon Light		
32	Beacon light magnetic base inclusive of a 3m lead and standard cigarette lighter plug, 12V and 24V	R	No Fitment Required		
33	Strip Light (Length 150mm to 250mm) 12V	R	R _____ per Strip Light		
34	Strip Light (Length 150mm to 250mm) 24V	R	R _____ per Strip Light		
35	Strip Light (Length 450mm to 550mm length) 12V	R	R _____ per Strip Light		
36	Strip Light (Length 450mm to 550mm length 24V	R	R _____ per Strip Light		
37	Strip Light (Length 950mm to 1050mm) 12V	R	R _____ per Strip Light		
38	Strip Light (Length 950mm to 1050mm) 24V	R	R _____ per Strip Light		
39	Spotlight 12V and 24V	R	R _____ per Spotlight		
40	Light cluster 12V and 24V	R	R _____ per Light Cluster		
41	Beacon Light replacement lens/cover	R	No Fitment Required		
42	Traffic package 1:	R	R _____ per package		
43	Slimline Mini light bar inclusive of mounting bracket, 12V and 24V	R	R _____ per Light Bar		
44	Electronic siren and public address system	R	R _____ per system		

45	Siren unit (option 2)	R	R _____ per unit		
46	Rear interior and grille lights	R	R _____ per light		
47	Emergency ghost light package	R	R _____ per package		

C.5 SPECIFICATION(S)

SECTION A – AUTO ELECTRICAL REPAIRS AND BATTERIES

1 SCOPE OF TENDER

- 1.1 The City of Cape Town, in this tender, calls for industry experienced auto electrical Tenderers for the supply of auto-electrical services in selected geographical areas as outlined in the technical specification below.
- 1.2 Tenderers must submit or upon request a Company Profile demonstrating industry experience relevant to this Specification.
- 1.3 Geographical representation of the City of Cape Town boundaries and Area's within the boundaries can be seen in Appendix C.
- 1.4 The auto-electrical services will be undertaken by successful Tenderers who are located within the geographical boundaries of the City of Cape Town.
- 1.5 The City of Cape Town will permit established auto-electrical businesses located elsewhere in South Africa and who intend to trade in the City of Cape Town geographical area, to also submit tender documents.
- 1.6 The auto-electrical services shall comprise diagnostics tests, fault finding and the installation of electrical/electronic systems, components, batteries, wiring or accessories of motorised vehicles, motorcycles, trucks, heavy plant, gensets and equipment.
- 1.7 The Auto-electrical Tenderers will be required to perform diagnostics tests, fault finding and the installation of electrical/electronic systems, components, wiring or accessories of motorised vehicles, motorcycles, trucks, heavy plant, gensets and equipment. The successful Tenderer must have the capability to supply and/or fit lead acid/calcium or deep cycle 12 Volt batteries to motorised vehicles, motorcycles, trucks, heavy plant, gensets and equipment as and when required.
- 1.8 The successful Tenderers will be expected to perform all relevant work that encompasses the assets entire auto-electrical system at a competency level comparable with the generally accepted auto electric standards in South Africa (all hardware and software included) either at the location of the breakdown or within an appropriate auto-electrical workshop that conforms to the standards set out in this specification.

2 GENERAL FIELD SERVICE, IN-HOUSE / WORKSHOP REQUIREMENTS

- 2.1 The service is required on a 24/7/365 days a year (24 hours/7 days per week/365 days a year) with the following, but not limited to, types of work:
 - 2.2 Field Service to assess and repair motorised vehicles, motorcycles, trucks, heavy plant and equipment at any location within the City of Cape Town's boundaries.
 - 2.3 Conduct on-site fault finding or diagnostics with immediate repairs when possible. The actions taken and potential root causes must be reported to the requesting department and included or attached to the submitted quotations.
 - 2.4 When motorised vehicles, motorcycles, trucks, heavy plant, gensets and equipment cannot be repaired at the location of the breakdown, the successful Tenderer must inform the requesting department to arrange for appropriate salvaging. The actions and possible root causes must be submitted with or included in the call-out quote.
 - 2.5 Diagnose and fault find automotive electrical wiring and electrical/electronic components /systems
 - 2.6 Remove, repair and maintain automotive electrical wiring and electrical/electronic components /systems
 - 2.7 Install automotive electrical / electronic equipment and / or components / systems
 - 2.8 Supply and/or fitment of the recommended battery type, size and Amp Hour rating at any location within the boundaries of the city of cape town.
 - 2.9 The City of Cape Town reserves the right to send any of the Fleet types listed in this tender to specialists in the field of a faulty accessory or equipment fitted. All items under warranty vehicles as well as accessories will be maintained and repaired by the supplier of those items.
 - 2.10 **Quotations that are related to a Call-out with additional labour hours must include the Call-out fee, labour hours, components and buy-outs indicating where the fixed 8% is applied, as per the (C4) Pricing Schedule. The City of Cape Town will assess all quotations including any buyouts requiring additional quotations for fair and reasonability assessments.**
 - 2.11 All materials and spares, unless otherwise indicated by the Directorate's Representative, shall be supplied by the successful Tenderers.
 - 2.12 The successful Tenderers will be responsible in its entirety and take responsibility and accountability for all work performed, inclusive of statutory and legal conformance.
 - 2.13 All repairs will be executed on a quotation basis. It must be noted that the labour rate and the batteries listed will be fixed prices as per the pricing schedule. The only variable allowed on all quotations may be auto-electrical spare parts, components, consumables or associated materials.
 - 2.14 If the total cost of the work including the buyout price is not considered to be fair and reasonable by the designated city official and consensus to reduce the total price cannot be reached with the successful Tenderer concerned, then the City of Cape Town reserves the right to acquire such goods and services using other mechanisms.

2.15 No vehicle owned, leased, or operated by the City of Cape Town shall be photographed, filmed, recorded, or otherwise visually or audio visually captured for advertising, promotional, or marketing purposes. Such vehicles shall not be displayed, published, or disseminated on any social media platform, website, or media outlet (including print, broadcast, or digital media) without the prior written consent of the City of Cape Town or its duly authorized representative.

2.17 The Contractor further undertakes to ensure that no such photography, filming, or recording is carried out by the Contractor, its employees, agents, subcontractors, or any visitors present on the Contractor's premises. The Contractor shall be responsible for enforcing this restriction and for taking all reasonable steps to prevent any breach thereof.

3 WORKSHOP REQUIREMENTS

3.1 In terms of legislation, it is required that Service Provider's facilities comply with the minimum specified requirements.

4 FULLY EQUIPPED WORKSHOP

4.1 The services and/or repairs of the various items contained in this tender should be executed in the Tenderers workshop that is adequately equipped and that can accommodate City of Cape Town's assets with adequate parking in an enclosed and secure environment.

5 FULLY ENCLOSED WORKSHOP

5.1 The Tenderers workshop(s) needs to be fully enclosed including roof with sufficient ceiling height, relevant turning radius for safe manoeuvrability and flooring capable of withstanding weight of the various vehicle types.

6 SUITABLE ENTRANCES

6.1 All workshop(s) require wide access entrances to safely accommodate the types of vehicles for diagnostic testing, fault finding and repairing.

7 BAYS

7.1 The workshop must have suitably sized bays within an enclosed workshop to meet the City of Cape Town's requirements, in terms of allocation and vehicle class, for all repair work allocated.

8 PREMISES SECURITY

8.1 The Tenderers workshop premises and parking area must have appropriate security measures in place to mitigate future risks over the tenure of the contract i.e. vandalism and property theft. The use of alarms with an armed response link is the preferred method.

9 SIGNAGE

9.1 There must be sufficient signage to indicate facilities, services provided, noise zones, hazardous areas and customer restrictions.

10 LIGHTING

10.1 (As per Environmental Regulations Requirements)

10.2 There must always be adequate lighting in the workshop for maintenance activities to be carried out with respect to the Tenderers employees and to maintain a high level of fault finding and work accuracy.

11 VENTILATIONS

11.1 (As per Environmental Regulations Requirements)

11.2 The working area must be well ventilated to ensure that the health of workers and clients are not adversely affected.

12 WELDING ACTIVITIES

12.1 All the PPE required, as well as welding screens, shall be a minimum requirement to prevent eye injuries to nearby staff.

13 FIRE PROTECTION

13.1 Fully serviced and valid certified fire equipment i.e. appropriate fire extinguishers must be installed at suitable areas in the workshop.

13.2 Tenderers must complete Addendum B (Tooling and Equipment) to indicate compliance to the minimum expected Tools and Equipment related to the

13.3 Workshop tools, Air-conditioning tools and Auto electrical Artisan tools (Per Artisan)

14 RESOURCE / CAPACITY REQUIREMENTS

14.1 Tenderers must meet the minimum capacities at the time of tendering to be considered responsive.
Tenderers must meet the minimum requirements of auto-electricians as well as the vehicles (**Staff at time of tender and vehicles at time of contract**).

	Field Service Staff and Vehicle capacities required:	MINIMUM QUALIFIED STAFF	MINIMUM VEHICLES	QUALIFIED STAFF (YES/NO)	VEHICLES (YES/NO)
a	Minimum resources / capacity required (main tenderer per area)	3	3		

15 APPLICABLE STANDARDS

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

- a) The Occupational Health and Safety Act of 1983
- b) National Road Traffic Act No. 93 of 1996
- c) Environmental Regulations of 1987
- d) National Environmental Management Waste Act of 2008
- e) Environmental Conservation Act 73 of 1989
- f) Air Quality Management By-Law, 2016
- g) Wastewater and Industrial Effluent By-Law 2013
- h) SANS 10400: The application of the National Building Regulations
- i) City of Cape Town applicable Zoning by laws
- j) SANS 10250: Fitment/repair centres for automotive Aircon Systems
- k) SANS 10147 Refrigerating systems including plants associated with Air-conditioning Systems

16 ZONING

16.1 The workshop premises offered for the duration of the contract must be zoned for business activities in terms of the relevant by-laws of the City of Cape Town.

16.2 Tenderers that are operating in a zone inappropriate to the scope of work must provide proof of dispensation from the City of Cape Town at time of contract.

16.3 ACCEPTABLE PROOF OF ZONING (Required at time of contract)
The following may be accepted as proof of zoning.

16.3.1 Municipal bill stating the address of the workshop with an erf number that indicates the property is contained in a business zone, CBD, Industrial parks etc.

16.3.2 A zoning certificate from the City of Cape Town is preferred afforded up to Thirty days (60 days) from commencement of contract time to "establish" a compliant workshop.

16.4 It is the Tenderers responsibility to provide relevant proof that the workshop offered meets the requirements of the City of Cape Town's zoning by-laws.

16.5 Proof of zoning must be provided with the at time of contract

16.6 Zoning District office details are provided in Appendix G.
(Contact the City of Cape Town at this link) <http://www.capetown.gov.za/City-Connect/Apply/Planning-building-and-development/Land-use-applications/Apply-for-land-use>

16.7 At commencement of contract the successful Tenderers workshop must be based within the geographical boundaries of the City of Cape Town or as per the conditions set out in the Special Conditions of Contract (SCC), Section 36. The workshop owned or leased must be fully compliant with all the legislative requirements and must be fully compliant with the specifications.

16.8 Should the tenderer elect to invoke clause 36 of the special conditions of contract, the tenderer will be afforded up to sixty days (60 days) from commencement of contract time to "establish" a compliant workshop

16.9 Interested auto-electrical Tenderers based in the Western Cape or any other province wishing to expand or relocate and trade within the geographical boundaries of the City of Cape Town will be required, if successful, to establish a compliant workshop within the geographical boundaries of the City of Cape Town.

16.10 The City of Cape Town reserves the right to inspect the Tenderers at any time if one has been submitted with the tender submission or within the sixty days (60 days) permitted from commencement of contract.

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

17 MIBCO: THE MOTOR INDUSTRY BARGAINING COUNCIL.

17.1 Tenderers within the motor industry must be registered with the Motor Industry Bargaining Council (MIBCO), as per legislation as posted in the Government Gazette No. 10707 Vol. 622 on the 7th April 2017, Motor Industry Bargaining Council - MIBCO, and is binding in terms of section 31 of the Labour Relations Act, 1995, with all the relevant applicable posted chapters or the latest version thereof.

17.2 Tenderers must provide valid MIBCO compliance certificates from the relevant bargaining council / proof of registration / proof that registration is in progress. Successful Tenderers must remain MIBCO compliant for the duration of the contract.

17.3 MIBCO Registration and all the relevant information thereof, is available on the following website: <http://www.mibco.org.za/index.php/forms/registration-and-claims> <http://www.mibco.org.za/index.php/contact-us>

18 INTERNAL QUALITY MANAGEMENT SYSTEM

18.1 The successful Tenderers are expected to incorporate a work quality system into their work processes. It will be expected to include and maintain vehicle history repair records, job cards and archiving of such job cards. In addition, an appropriate accounting system must be utilised enabling traceability of work done, historic (five (5) years) and current.

18.2 ISO/TS16949 Automotive Quality Management System or conformance to a similar standard

18.3 Waste generated from any activities of the successful Tenderer shall be disposed of in an environmentally compliant manner and proof of compliance will be required; In this regard the successful Tenderer shall comply with the National Environmental Management Waste Act (NEMWA) 59 of 2008 and Environmental Conservation Act 73 of 1989 as amended from time to time or any other applicable legislation.

18.4 Any material or components used to repair the automotive electrical system must not have any detrimental interference with the vehicles manufacturer electrical/electronic OEM system. If it is found that the materials or components used has interfered or damaged the existing systems, the consequential damages will be for the successful Tenderer's account.

18.5 Appropriate safety standards must be adhered to such that the City of Cape Town's obligations in terms of the OHSAS Act NO. 85 OF 1993 and associated regulations are adequately catered for.

19 BATTERY STANDARDS

19.1 All batteries supplied must conform to South African National Standards (SANS) or the equivalent international standard: SANS 2 IEC 60095.

19.2 Tenderers must provide proof of SANS conformance for all the batteries in the pricing schedule offered or must provide proof in the form of certification from the Battery Manufacturer or a letter from the Battery Manufacturer stating that the battery models were manufactured and tested in accordance with the requirements of South African National Standards (SANS) or equivalent international standard SANS 2 IEC 60095.

19.3 Submit proof of compliance at tender submission or upon written request.

19.4 Model changes occurring during the validity period of this contract is subject to approval by the City of Cape Town. All SANS certifications of conformance must be submitted for evaluation and approval.

19.5 All supplied batteries must carry the SANS mark of approval or equivalent international mark of approval and must be labelled in accordance with SANS IEC 60095-1/2/4.

19.6 Batteries must comply with the requirements of Original Equipment Manufacturers (OEM) such as Toyota, Nissan, Volkswagen, General Motors, Ford, Honda, Suzuki, ISUZU, MAZDA, GWM, BMW etc.

19.7 Fitment of batteries must conform to acceptable engineering / industry standards (with appropriate battery holder and clamp)

19.8 The batteries must be "sealed" or no maintenance in nature (Maintenance free) and be designed to not require top-up battery water for its life. This does not imply the battery is required to operate up-side down or over forty five (45) degrees in any direction.

19.9 The design of the battery must allow for the gasses generated whilst charging to condense and recirculate within the unit.

19.10 The City of Cape Town reserves the right to test the capacity of any battery in accordance with the procedure laid down by the South African National Standards.

20 BATTERIES SUPPLY AND FITMENT

20.1 Deviations from required vehicle manufacturer OEM standards during repairs or fitments must be discussed with the relevant City of Cape Town official (written suggestion) and only if written approval is obtained may the changes be affected. Any consequential damage which can be traced back to poor workmanship will be for the account of the successful Tenderer.

20.2 All new batteries supplied should be permanently marked with "City of Cape Town" and the department it has been issued to such as "Energy", "Solid Waste", "Water and Sanitation", "Urban Mobility" or "Corporate Services". Clearly indicate the day/month/year of fitment and fleet number and registration number of the vehicle, unless delivery is for consignment battery stock. All batteries must be typically marked as above or as requested by the various departments.

20.3 Batteries must be upgraded to highest recommended amp rating when replacing an original vehicle manufacturer OEM battery without modifying the existing battery tray/terminals unless otherwise requested by the designated City of Cape Town official.

20.4 The City of Cape Town will purchase from the successful Tenderers, special purpose batteries and/or such as glass matt or gel type batteries and any sizes not listed. Batteries of the sizes and types not listed in this tender will be purchased off the Supplier's Catalogue. The refund values of purchased batteries are only applicable with the exchange of batteries.

21 CALL-OUT / FIELD SERVICE VEHICLE REQUIREMENTS

21.1 All field service vehicles must be roadworthy and may not have offensive branding. Adequately equipped panel vans or LDV's will be suitable for the duration of this contract. Staff manning such call-out vehicles must be clearly identifiable, neat, presentable overalls (preferably company branded) and to enforce that appropriate personal protective equipment is used.

21.2 The successful tenderer must submit proof of compliance at time of commencement of contract.

21.3 The successful Tenderers workshops must be adequately resourced to cater for repairs on vehicles taken to their workshops, ensuring that repairs are initiated within twenty-four (24) hours of receiving of the vehicle.

21.4 Lead times of repairs will be agreed upon by the designated City of Cape Town official at the commencement of the repair and must be clearly stipulated on all quotations.

21.5 It is the successful Tenderers responsibility to adjust resources i.e. qualified staffing compliments, facilities and vehicles etc. to meet fluctuating operational demands, covering the operational demand to conform to the specified service delivery requirements of this contract. In this regard appropriately qualified subcontractors may be utilised. The tendered rates are still applicable.

21.6 Should there be any changes to abovementioned resources during the contract period, it is the tenderer's responsibility to notify the contract manager of those changes.

21.7 Field service response times as well as Field Service and workshop repair turnaround times forms a critical part of the Key Performance Areas being measured in this contract.

22 COMMUNICATIONS

22.1 The successful Tenderers must utilise a system to log all calls received i.e. time, date, department, address of disabled vehicle, vehicle type, fleet number where applicable, registration number, reported failure type, requesting person and contact details.

22.2 A telephonic call back response, if not immediately, must be received within three (3) minutes of receiving an enquiry.

22.3 Successful Tenderers must ensure a suitably functioning communication framework that is actively implemented from the time of tender award.

23 DUD OR REPLACEMENT BATTERY MANAGEMENT

23.1 In cases where the maintenance strategy is Run-to-Failure the dud stock should be held for a minimum of two (2) weeks from replacement. The City of Cape Town reserves the right to request the successful Tenderers to conduct a battery test in the presence of a designated City Official. Thereafter the battery may be disposed of at the cost of the successful Tenderers, if any, without implication.

23.2 A report must be provided for all batteries that have been found to be defective and a corresponding "Dud" certificate containing all relevant information of the defective battery i.e.:

- day/month/year of installation,
- vehicle fleet number (if applicable),
- vehicle registration number and the
- requesting departments name.

The instances where the markings are not available must be reported as such on the certificate.

23.4 Job cards and diagnostic certificates must be sent with all quotations. Quotations must be submitted within twenty-four (24) hours or by the next business day if the work completed occurred on a weekend, public holiday or after hours.

24 FIELD SERVICE WORK AND IN-HOUSE RELATED WORK

- 24.1 The Call-out Fee must be charged as a fixed value which includes all the costs to get to the specified location thereafter the hourly Labour rate may be charged which is all inclusive of normal working hour costs, overtime hours, public holidays etc.
- 24.2 The successful Tenderer must arrive at the site of the vehicle within one (1) hour of the Call-out request.
- 24.3 Callouts will be requested and must be attended to without the generation of a Purchase Order. The Call-out fixed rate must include all costs associated with responding to a request.
- 24.4 On completion of the requested work, the on-site Official must print their name, surname, staff number and sign off the applicable job card as proof of delivery of the service. A quotation and signed job card must be delivered to the requesting Department the next working day.
- 24.5 Quotations must be delivered or emailed the next working day to the requesting department accompanied with the signed job card. Quotations will only be processed if accompanied with a valid (signed) job card.
- 24.6 All batteries must be fully charged before delivery.
- 24.7 Where the cause of a call-out is due to a flat battery, a fully charged replacement battery of the correct specification must be installed. The removed battery must be recharged, tested and if found to be in a satisfactory condition, it must be re-instated at the most convenient time for the applicable department.

25 FLEET SPECIFIC MAINTENANCE STRATEGY

- 25.1 The battery replacement cycle could result in the replacement of a functional battery that is near to end of life. The cycle/period for replacement will be dependant of the vehicle category.
- 25.3 The replaced battery must be deemed and dealt with as if it's a dud battery regardless of its condition. The scrapping/disposal confirmation must be supplied with the invoice.

26 DELIVERIES OF BATTERIES

- 26.1 The successful Tenderers shall supply and deliver any batteries requested within two (2) Hours of receiving a purchase order to the applicable City of Cape Town's Workshop/Facility.
- 26.2 The successful Tenderer shall ensure that they keep an accurate record of the battery stock and that it coincides with the current council record. This record shall be updated on a weekly basis. The upkeep of this stock shall be the successful Tenderers responsibility.

27 COMPONENTS / BUY-OUTS AND OUTSOURCED WORK

- 27.1 All components / Buyouts used must conform to vehicle manufacturer OEM standards unless otherwise authorised by a City of Cape Town Official.
- 27.3 The City of Cape Town will allow a fixed 8% mark-up on the gross invoiced price of the outsourced components / buy-outs used.
- 27.4 This applies to work that may be contracted to another local business as well as to purchase specialised components and parts. It is applied to the gross invoice price. It is construed as a handling fee.
- 27.5 Spare parts or consumables used for executing internal work within your own workshops will not attract the 8% handling fee. Only work that is outsourced will be allowed to attract the 8% handling fee.
- 27.6 The maximum of 8% mark-up on handling fees as referred to above, is excluded from items 1 to 25 of the Pricing Table for battery supply and refunding and any purchase from the supplier's catalogue.

28 AUTOMOTIVE AIR-CONDITIONING (SANS 10250)

- 28.1 The Tenderer will be expected to demonstrate they have the necessary equipment to service, repair, leak detect and re-gas automotive air-conditioning units to manufacturer's standards of out of warranty units. Specialized related work that cannot be undertaken in-house can be outsourced to approved sub-contractors and subjected to the maximum of 8% buyout.
- 28.2 The Tenderer must complete Addendum B indicating which Automotive Air-conditioning equipment is available for inspection during the evaluation of this tender as well as during the tenure of the contract. It is the successful Tenderers responsibility to procure the appropriate tooling to render this service as and when required.
- 28.3 Tenderers must ensure staff member that will perform the Automotive Air-conditioning work is suitably qualified. Submit upon request the relevant training certificates and/or qualifications of the staff member proving sufficient knowledge in Automotive Air-conditioning field. In line with the requirements of SANS 10250 Clause 6.2.

29 OUTSOURCING / SUB-CONTRACTING

- 29.1 **SUBCONTRACT**
Successful Tenderers may not sub-contract any primary scope of work which they have offered in this tender. (Perform diagnostics tests, fault finding and the installation of electrical/electronic systems, components, wiring or accessories of all Automotive related assets.)
- 29.2 The use of outsourced services in no way reduces the liability or obligations of the successful Tenderers in terms of this tender.

29.3 Successful Tenderers shall underwrite any warranties of outsourced services used in the execution of the scope of work.

29.4 The successful Tenderers and all sub-contractors utilised during the contract period must make their business premises accessible for site inspections. Access must be given within 5 working days of request to perform routine inspections.

29.5 Sub-contractors may be used but must comply with tender specifications. The successful Tenderer will be accountable for any deviations. If deviations are noted during the tenure of the contract, the City of Cape Town reserves the right to suspend work until remedial action has been taken by the sub-contractor.

30 WARRANTIES (as per Special conditions of tender clause 15)

30.1 All makes and models of Batteries tendered must be guaranteed for a minimum period twenty-four (24) months.

30.2 Workmanship inclusive of spare parts, components, consumables and associated materials must be guaranteed for a period of one (1) year. Unless misuse can be proven

30.3 If it is found that the materials or components used has interfered or damaged the existing systems, the consequential damages will be for the successful Tenderer's account.

30.4 The successful Tenderers takes full responsibility of any work subcontracted out.

30.5 Successful Tenderers may utilise sub-contractors when the demand exceeds their minimum capacity of the specification, to be able to meet the service level requirements as per the specification but not limited to the various key performance indicators.

30.6 The successful Tenderer must ensure the registration certificates or lease agreement of the field service vehicle, the qualifications of the staff as well as any other relevant or associated standards remains current for the entire duration of this contract

31 PERFORMANCE MONITORING

31.1 The successful Tenderers will be measured through the means of Key Performance Areas (KPA). See Appendix A. Overall results will be categorised in the following areas.

31.2 Overall Result

31.3 (Weighted result based on the Impact on Service Delivery)

GREEN	EXPECTATION MET
AMBER	SOME INTERVENTION REQUIRED
RED	POOR PERFORMANCE

31.4 Each KPA will consist of Key Performance Indicators (KPI) that are combined with thresholds and targets.

31.5 Periodic meetings will be held with the respective user departments to discuss previous month's concerns and results from the KPA tracking

31.6 The KPAs and KPIs may be amended as and when it is deemed necessary, with the involvement of the successful Tenderers.

31.7 Continued poor performance where the successful Tenderers stay within the Amber zone of the KPA document for 3 consecutive months, the City of Cape Town may initiate the default procedure.

31.8 Poor performance where the successful Tenderers stay within the Red zone of the KPA document, the default process will be initiated.

31.9 During the period that the Tenderers are being afforded the opportunity to demonstrate the ability to remedy the sub-standard performance, the City of Cape Town reserves the right during such period to utilise Standby Tenderer to mitigate any adverse operational impact.

32 ASSESSMENT OF SERVICES OFFERED

32.1 The evaluation will be conducted in two stages. The first stage will be based on the responsiveness criteria. Tenderers that have met stage 1 will be subjected to a physical assessment of their business at time of contract, by a team representing the City of Cape Town, to determine compliance, as well as the scope of business for which they will be used.

32.2 Those Tenderers that have been afforded up to sixty Days (60 days) from commencement of contract to establish a compliant workshop facility will be technically assessed and only once found to be compliant after which work may be allocated and/or products procured as per specification as per the conditions set out in the Special Conditions Contract Section 36

33 WORK ALLOCATION / OBJECTIVE CRITERIA

33.1 Where the City of Cape Town has internal capacities and capabilities, such work will be executed in house.

33.2 The successful inclusion in this tender will not result in the immediate allocation of any work to any particular service provider from this tender. In all instances, the operational requirements shall take preference.

33.3 When external maintenance interventions and/or breakdowns are required, the most suitable tenderer will be selected to perform such interventions. In this regard the City of Cape Town will consider the service provider's :-

- Location from the point of need
- Specialist expertise in the required work.
- Capacity to do such work at the time of need.
- Appropriate and accepted Lead Time agreed upon
- Work related to warranty conditions will be allocated to the applicable Service Providers at which the warranty is allocated too.

33.4 The amount of work allocated will vary according to operational requirements and at the sole discretion of the City of Cape Town.

33.5 Any services, diagnostics and repairs done to a fleet asset must be authorized by the designated City of Cape Town official.

33.6 The service provider to take note of the requirements of section 14 (Performance Monitoring) of this Technical Specification and in particular service level performance.

33.7 The City of Cape Town will be entitled to use alternative service providers for similar work as and when operational requirements dictate such as, but not limited to, when demand exceeds service provider capability and / or capacity.

33.8 The City of Cape Town also reserves the right to utilize other processes or contracts in the event that the scope of work as outlined in this contract cannot be fulfilled by the successful tenderers.

33.9 If the total cost of the work as well as the included buyout price is not considered to be fair and reasonable by the designated city official and consensus to reduce the total price cannot be reached with the service provider concerned, the City of Cape Town then reserves the right to acquire such goods and services using fleet business processes / other Supply Chain Management mechanisms.

34 THE AUTO-ELECTRICAL WORK IS REQUIRED IN THE FOLLOWING AREAS

34.1 Northern Area : Description
(includes Water Treatment Plant)
Voelvlei Dam: -19 1 58.67 , -33 23 11.3
The Northern Fleet Area is bordered in the North by the City of Cape Town's boundary from the N7. The Eastern border consists of the City of Cape Town's boundary until it intersects with Bottelary Road. The border then follows Bottelary Road until it meets the Kuilsriver Freeway and follows the Kuilsriver Freeway until it meets the N2. On the Southern border the area follows N2 - Settlers Drive until it meets Jakes Gerwel drive. The Western border of the Northern Area follows Jakes Gerwel Drive until it becomes the N7 and runs up until the N7 meets the City of Cape Town's boundary in the North.

34.2 Southern Area : Description
The Northern border of the Southern Fleet Area starts from the Western coastline and follows Victoria Road, Hout Bay Main Road and Constantia Main Road up until it intersects with the Simon Van Der Stel Freeway. From this intersection the border moves to the North along Simon Van Der Stel, Union Street and Rhodes Avenue. From the intersection of De Waal and Settlers Drive the Northern border of this area follows Settlers Drive until it intersects with the R300. The Eastern border follows the R300 until it intersects with Govan Mbeki Road, it then follows Govan Mbeki Road until it intersects with Swartklip Road. The Eastern border then follows Swartklip Road until the Southern coastline. The Southern and Western borders follow the Southern coastline up until Victoria Avenue.

34.3 Western Area : Description
The Western Fleet Area is bordered in the North by the City of Cape Town's boundary from the coastline in the West until it intersects with the N7. On the Eastern side it follows the N7 until it intersects with

Melkbosstrand Road. The Southern border follows Melkbosstrand Road until it turns into Otto Du Plessis Drive and follows Otto Du Plessis Drive until its intersection with 11th Avenue. The Western border of the Western Fleet Area is the coastline up until it meets the Northern Boundary of the City of Cape Town.

34.4 Eastern Area: Description

The Northern border of the Eastern Fleet Area 1 follows Bottelary Road until it intersects with the City of Cape Town's boundary. The Eastern border follows the City of Cape Town's boundary until it meets up with Baden Powell Drive. The border then follows Baden Powell Drive until the Northern coastline. The Northern border follows the Northern coastline until Swartklip Road. The Western border follows Swartklip Road, Govan Mbeki Road, and the R300 until it becomes the Kuilsriver Freeway until it meets up with Bottelary Road in the North.

Appendix A: Service Level Agreement and Key Performance Indicators

KPI	KPI Description	Target	# NO N-CO NF	Res	Accep	Room	Unacc	Impact	Weighted
			Results	table	for Improvement	eptabl	on Service	Ratio	
1	Arrive on site within one hour of request	All Call-outs must be attended to immediately. The Service Provider must be on site within 1 hour of the request.	<= 3%	Yellow	Green	<= 3% & >3% & <6%	>= 6%	Very High	25%
2	Communication	Response to a call-out request within 3 minutes	<= 2%	Yellow	Green	<= 2% & >2% & <4%	>= 4%	Very High	30%
3	Quotations Call-outs and Field Service Work	Call-outs and Field Service work quotations must be delivered to the applicable department within one day (24hours) of a Call-out and by 10:00am the next working day following a weekend or public holiday. Quotations must be emailed to the applicable department.	<= 3%	Yellow	Green	<= 3% & >3% & <6%	>= 6%	Low	5%
4	Quotations In-house repairs	Inhouse repair quotations must be delivered to the applicable department within 4 hours of request, unless communicated via email the reasons why this is not possible. Quotations must be emailed to the applicable department.	<= 6%	Yellow	Green	<= 6% & >6% & <12%	>= 12%	High	15%
5	Invoice delivery	Invoices and supporting control documents must be sent within 72 hours of the completed work.	<= 6%	Yellow	Green	<= 6% & >6% & <10%	>= 10%	Low	5%
6	Invoice Accuracy	Quality of documentation submitted i.e. Duplicate invoices submitted, Incorrect invoices, missing documentation attached to invoices etc.	<= 1%	Yellow	Green	<= 1% & >1% & <3%	>= 3%	Low	15%
		Overall Result (Weighted result based on the Impact on Service Delivery)		Expectation met					
		Green: Expectation met		Amber: Some intervention required					
		Red: Poor performance							

Target percentages may be adjusted as and when deemed necessary. Adjustments will be communicated timeously. The following is an example of how performance monitoring could be implemented.

Appendix B: Staff Competency

The Service Providers' Auto Electricians (Transportation Electricians) must have the following skills and competencies.

Item	Title	Description
1	Auto-electrical	<p>Understanding and tracing wiring diagrams with terminal definitions and current paths. Checking and fault finding on Starting and Charging systems, Transponder ignition systems, wiping, lighting and other vehicle electrics. Use of Electrical Service information, Service instruction system and Test and Diagnostic equipment.</p> <p>Staff members fully understand, and are familiar with OEM standards regarding Auto-Electrical Work.</p>
2	Advanced automotive electronics	Essential basic electronic system components and circuit theory using oscilloscopes. Building simple electronic circuits, measuring and testing principles, understanding component codes and identification means.
3	Auto-electrical diagnostics	Fault Finding and analysing.
4	Comfort Systems	Repair and testing of automotive heating and air conditioning systems, climate controls, battery management systems, central locking, park aids/park pilots, key controlled immobilisers and instrumentation.
5	Engine Management systems	Digital Engine Management systems with exhaust emission control. Component function and testing including Knock sensor, Digital idle speed control, Ignition timing adjustments, Throttle valve basic setting adjustments and Co adjustments. Component function and testing including Knock sensors, E-gas (drive-by-wire), tempo mat cruise control, road surface sensors, oil and water sensors, tank ventilation, exhaust gas recirculation, secondary air injection, Lambda sensors and catalytic convertors. Exhaust emission control devices, in line with South African legislation intro in 2006.
6	Controller Area Network	Operation and diagnosis of CAN BUS networks (controller area network) and data transmission, trouble shooting with oscilloscopes, use of electrical Service Information, Service instruction system and Test and Diagnostic equipment.

Appendix C: Area Map



 <p>CITY OF CAPE TOWN STAD VAN CAPE TOWN STAD KAPTEIN</p> <p>Water supply projects: Regulier</p>	<p>THIS MAP WAS COMPILED BY: CITY MAPS</p> <p>Development Information & GIS</p> <p>Contact Information: Tel: 021 467 0711 Fax: 021 467 0821 http://www.citymaps.co.za</p> <p>Date: March 2020 Job Number: 2020_354</p>	<p>Disclaimer:</p> <p>This map is a general overview to indicate the existence of information on this map at the time of publication. The specific location, orientation and scale is not accurate, information only requires to be provided by the relevant department responsible for the maintenance of these datasets.</p> <p>The City of Cape Town accepts no responsibility for, and will not be liable for, any errors or omissions contained herein.</p>	 <p>1:50 000</p>	<p>City of Cape Town Fleet Management Areas</p>
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DEVELOPMENT MANAGEMENT

HEAD OFFICE

DIRECTOR'S OFFICE

Cheryl Walters
Director: Development Management

021 400 7572
082 567 7669

MANAGER OPERATIONS

Pieter Terblanche
Manager: Land Development
South and East
Emil Schnackenberg
Manager: Land Development
North and Central

PHYSICAL ADDRESS:	Media City Building, 2nd Floor, cnr Adderley Street and Hertzog Boulevard, Cape Town, 8001
POSTAL ADDRESS:	PO Box 4329, Cape Town, 8000
CONTACT NUMBER:	021 400 6444
FAX NUMBER:	086 202 9991
E-MAIL:	Comments_Objects.Tablebay@capetown.gov.za

LAND MANAGEMENT

Jaco van der Westhuizen
Manager: Land Management
Pieter Koekemoer
Head: Building Development Management
Richard Walton
Head: Land Use Management

PHYSICAL ADDRESS:	Building Development Management Section Head: Customer Interface
CONTACT NUMBER:	021 400 6478 083 949 7066
FAX NUMBER:	084 499 4923
E-MAIL:	Comments_Objects.Tablebay@capetown.gov.za

Head Office

16th Floor, Civic Centre,
12 Hertzog Boulevard,
Cape Town, 8001
PO Box 298, Cape Town 8000
021 400 1111

Website
<http://planning.capetown.gov.za>
Call Centre
0800 65 64 63

Update: 06/03/2018



DISTRICT OFFICES

TABLE BAY DISTRICT

PHYSICAL ADDRESS:	Media City Building, 2nd Floor, cnr Adderley Street and Hertzog Boulevard, Cape Town, 8001
POSTAL ADDRESS:	PO Box 4329, Cape Town, 8000
CONTACT NUMBER:	021 400 6444
FAX NUMBER:	086 202 9991
E-MAIL:	Comments_Objects.Tablebay@capetown.gov.za

BLAAUWBERG DISTRICT

PHYSICAL ADDRESS:	Municipal Building , 87 Pienaar Road, Milnerton, 7441
CONTACT NUMBER:	021 444 0561
FAX NUMBER:	086 202 9679
E-MAIL:	Comments_Objects.Blaauwberg@capetown.gov.za
POSTAL ADDRESS:	PO Box 35, Milnerton, 7435
CONTACT NUMBER:	021 444 0560
FAX NUMBER:	082 805 9174
E-MAIL:	Comments_Objects.Blaauwberg@capetown.gov.za
POSTAL ADDRESS:	Elmari Marais Section Head: Land Use Management
CONTACT NUMBER:	021 444 0562
FAX NUMBER:	082 083 2322
E-MAIL:	Comments_Objects.Blaauwberg@capetown.gov.za
POSTAL ADDRESS:	Willie Schulze Section Head: Building Development Management
CONTACT NUMBER:	021 444 0569
FAX NUMBER:	084 628 9708
E-MAIL:	Comments_Objects.Blaauwberg@capetown.gov.za
POSTAL ADDRESS:	Vacant Section Head: Customer Interface
CONTACT NUMBER:	021 444 0581

SECTION B - SUPPLY AND FITMENT OF LED LIGHTING AND EMERGENCY VEHICLE SIRENS

1. SCOPE OF SPECIFICATIONS:

The supply and fitment of Vehicle Emergency exterior lights as well as LED Strip lights onto the City of Cape Town vehicles for all departments, complying with specifications as required. The LED lights shall be designed for and be capable of operating within South African weather conditions.

2. APPLICABLE STANDARDS:

The supplied LED lights must conform to accepted International and applicable South African standards. Proof of conformance must be provided in the form of:

Where the tenderer is not the manufacturer of the product offered:

Submit product specification/datasheet from the manufacturer that clearly indicates the product's conformance to the standards stipulated in the clauses to follow.

Or

Submit formal Letter from the product manufacturer clearly stating the product conforms to the standards stipulated in the clauses to follow.

If none of the above can be supplied; SANS test reports or authentic international test documents tested by a reputable testing authority, referencing the products offered, must be provided.

The following specifications listed below in are referred to by local and international manufacturers regarding LED light bars and beacons, as required by this Specification, are applicable to items 31,32 and 33 of the Pricing Table Section C:

- 31. Slimline light bar
- 32. Beacon Light
- 33. Beacon Light – Magnetic Base

Emergency warning lights offered (Item 31, 32 and 33) must conform to either one or both:

SAE J595 Class 1

for Directional Flashing Optical Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles

or

SAE J845 Class 1 for omnidirectional flashing optical warning light products, defined as those projecting light horizontally in a 360 degree arc.

Emergency warning lights offered must not be rated less than IP65.

IEC 60529 IP65

Ingress protection rating – water and dust.

Submit proof that the product offered conforms to the standards as explained in clause 2.1
Item 34, 35 and 36 (LED Strip Lights) should be water resistant for interior and exterior fitment.

Items 37 (Spot Light) and 8 (Light Clusters) must not be rated less than IP65.

IEC 60529 IP65

Ingress protection rating – water and dust.

3. FITMENT REQUIREMENTS (MECHANICAL and ELECTRICAL)

The items offered must be able to operate to maximum efficiency from a 12 or 24 Volt supply. Items must be priced accordingly, no step down/up converters may be utilized.

The light bar and beacons shall be centrally mounted on a roof mounting bracket, the position for the fitment shall be confirmed and instructed by the City of Cape Town Fleet Representative at the time of fitment.

The light bars shall be fitted on a light yet robust anodized aluminium roof rack with mounting feet or where applicable an integrated mounting bracket without the vehicle cab being modified or damaged. No holes must be drilled in the body of the vehicle. See Appendix J.

The body of the vehicle shall be protected with 3M Clear Vinyl (Vehicle protection system or equivalent product) strip or equivalent products which are at least 100 mm wider than the roof mounting bracket. See Appendix J.

The light bars and beacons must be easily and quickly removable with the use of standard tools.

The beacon light must be mounted on a robust aluminium bracket and secured to the vehicles roof rack with standard stainless-steel nuts, bolts and washers properly insulated against corrosion. Depending on the dimensions of the types of beacons offered, the bracket must be adjusted (dropped) so that the top of the beacon does not protrude above the roof rack. The bracket must be aesthetically appealing and dimensionally aligned with the beacon fitted, roof rack, aluminium canopy, swopbody and the vehicles roof. The bracket must be sturdy and suitably braced to prevent the unit from vibrating whilst the vehicle is in transit. All applicable fitment costs must be accounted for and included in the price. See Appendix K.

Connections to the vehicles wiring loom must be according to the vehicle manufacturers' specifications (OEM) and must in no way impair the functioning of the vehicle system electronics.

In this context the accessory interface board as shown in Appendix M, if already fitted to the vehicle, is to be used for all fitments of lights.

Conductors used shall be appropriately insulated, single core multistrand tinned copper suitably rated for the specific duty.

All wiring / connectors / crimping lugs / fuses and holders used are to be in accordance with standard automobile wiring practice in the South African Motor Industry.

An appropriately rated, easily accessible fusible link must be fitted between the switch and the light bar / beacon.

The items offered must be switched on by means of a robust toggle switch mounted on the vehicle dashboard. Strip lights will be switched on by means of a strategically placed toggle switch pending on the vehicle type and lighting configuration.

The control switch must be clearly marked to facilitate ease of operation. (Pen or Dyno Tape is not acceptable) and the switch shall be fitted with a pilot light.

All wiring must be neatly concealed behind panels and the switch positioned in a manufactures blank on the dash of the vehicle. Reverse polarity protection is required.

Grommets must be fitted where wires are routed through panels or brackets etc.

High light intensity, light emitting diodes configured and constructed to perform to meet the standards stipulated in this specification are to be used in the construction of the light bars, spotlights, beacons and strip lights. Standard colours are to be offered. i.e. White, Amber, Blue, Green and Red.

The light bar / beacons must have easily switchable multiple flash patterns and will be preset on delivery with a standard flash pattern selected by the Fleet Management department. The light bar / beacons must not have to be dismantled in order to change the flash pattern.

4. SLIMLINE LIGHT BAR (LED)

The tenderer is to supply a low profile aerodynamic slimline light bar with a minimal effect on the performance of the vehicle. see Appendix F for an example.

The dimensions of the slimline light bar shall conform (approximately) to the dimensions specified below:

Height: 40 - 100 mm

Depth: 200 - 350 mm

Width: 1000 - 1200 mm

Lenses must be constructed of impact resistant polycarbonate with vertical Fresnel light emitting lenses incorporated into the design.

The slimline light bar should have approximately forty-eight (48) LED devices fitted providing 360 degrees visibility, or latest improved design which necessitates a reduction or increase where the design and LED performance will meet the standards to perform as a Classification 1 emergency light.

The max current draw must not be greater than 6 Amperes for 12 Volt connection and 3 Amperes for a 24 Volt connection.

The slimline light bar shall be designed with an integrated bracket for ease of fitment. A bracket must be manufactured and supplied with a slimline lightbar that does not have a integrated bracket. See Appendix F for a typical design and Appendix J for typical fitment.

The flashing patterns must be programmed into the light bars and beacons lights to conform to the same flashing rate that is best suited to maximize visibility. The flashing pattern will be established at the commencement of this contract with the designated City of Cape Town official.

BEACON LIGHT (Non-Magnetic and Magnetic base)

The tenderer is to supply a low-profile Beacon Light (Non-magnetic and magnetic base), see Appendix G for examples.

The dimensions of the Beacon Light shall (approximately) conform to the dimensions specified below

Height: 70 - 100 mm

Diameter: 100 - 175 mm

The Magnetic Base Beacon Light must be supplied with an appropriately sized core wires and suitably insulated power lead. The power lead must be three (3) meter long and fitted with a standard cigarette lighter power plug. The cost thereof must be included in the unit price.

Lenses must be constructed of impact resistant polycarbonate with vertical Fresnel light emitting lenses incorporated into the design

The Beacon Light comprises of approximately twenty (20) LED devices or latest improved design which necessitates a reduction or increase where the design and LED performance will meet the standards to perform as a classification 1 emergency beacon light. The Beacon Light must provide a 360 degrees visibility, meeting the performance standard for a Classification 1 emergency light.

The max current draw must not be greater than 3 Amperes for 12 Volt connection and 2 Amperes for a 24 Volt connection.

12 Volt

24 Volt

The Beacon Light must be constructed with a suitably designed heat sink for a continuous glow or any other pattern programmed into the unit.

The flashing patterns must be programmed into the light bars and beacons lights to conform to the same flashing rate that is best suited to maximize visibility. The flashing pattern will be established at the commencement of this contract with the designated City of Cape Town official.

The Beacon Light shall be fitted on a steel roof rack see Appendix K for typical fitment.

5. STRIP LIGHTS (LED)

Strip Lights are to be suitably placed onto of City of Cape Town's LDV's, trucks and aerial platforms general working areas.

The Strip Lights designed with a 3 M double sided tape or equivalent backing for easy installation and sticking onto aluminium, steel, mild steel or surfaces of similar properties or to be screw mounted upon approval of City of Cape Town designated officials

The Strip Light overall length for each Item 4, 5 and 6 shall (approximately) conform to the dimensions specified below:

Item 4 length: 150 to 250mm:
Item 5 length: 450 to 550mm:
Item 6 length: 950 to 1050mm:

The Strip Light dimensions for items 4, 5 and 6 shall (approximately) conform to the dimensions specified below:

Depth: 5 - 35 mm
Width: 10 - 40 mm

The Strip Lights should consist of approximately:

12 diffused white emitting LED's for Item 4 length 150 to 250mm:
30 diffused white emitting LED's for Item 5 length 450 to 550mm:
60 diffused white emitting LED's for Item 6 length 950 to 1050mm:

The anticipated light output power for a 12V connection is approximately:

2.9 Watts for Item 4: length 150 to 250mm:
6.5 Watts for Item 5: length 450 to 550mm:
14.5 Watts for Item 6: length 950 to 1050mm:

The anticipated light output power for a 24V connection is approximately:

2 Watts for Item 4: length 150 to 250mm
4 Watts for Item 5: length 450 to 550mm
9 Watts for Item 6: length 950 to 1050mm

The approximate Lumens expected for each Strip Light Item 4, 5 and 6 are:

Item 4: 170 Lumens
Item 5: 380 Lumens
Item 6: 880 Lumens

6. SPOTLIGHT (LED) 12/24V

Supply and fit Spotlight's for use on City of Cape Town's LDV's, trucks and aerial platforms. See Appendix L.

The Spotlight's body is to be of a robust die cast aluminium construction with grade 304 stainless steel bracket mounts and bolts / washers enabling rotation and tilting.

The Spotlight must be able to be powered by a 12V or 24V battery, the light output must be equivalent to 25W – 30W light output and have a current draw of no more than 3 Amperes.

The unit must be suitably protected against ingress of water and dust to minimum of IP65 rating.

The dimensions of the aluminium housing of the Spotlight is to be as follows:-

Height: 100 – 130 mm
Width: 100 – 130 mm
Depth: 40 – 90 mm

7. LIGHT CLUSTER (LED)

See Appendix I

The unit should (approximately) conform to the dimensions specified below:

Height: less than 70 mm
Width: 40 – 60 mm
Length: 110 – 120 mm

The lens must be Impact-resistant clear poly-carbonate lens with ultra-violet ray protection.

The light cluster must be fully waterproof with weather-tight seals to at least an IP65 rating.

The light cluster must be equipped with high intensity 20mm Generation 3 LED's or latest improved design, configuration and performance

The light cluster must be suitably protected against vibration.

Each light cluster must be rated at a minimum of one (1) watt.

The light cluster must have a built-in adjustable flasher. .

The light cluster total current draw must not exceed 0.5 Amperes.

The light cluster control switch must be a 15 ampere LED rocker switch.

All wiring must be concealed behind panels and the switch positioned in a manufacturer's blank on the dash of the vehicle.

A fusible link must be fitted between the switch and the light bar to act as protection.

The light cluster flash pattern needs to be preset as agreed with the City of Cape Town representative to ensure a standard flash pattern.

The light cluster unit must have reverse polarity protection.

The light cluster must be mountable on all current City of Cape Town vehicles without the vehicles being modified or damaged. No holes must be drilled in the body of the vehicle.

All holes drilled into any aerial platform bucket supports must be rust proofed with a suitable rust prevention agent and colour matched to the existing colour of the aerial platform.

All mounting mechanisms to be of a grade 304 stainless steel or equivalent material.

All mounting brackets supplied must be manufactured from a minimum of 2 mm anodized aluminium or grade 304 stainless steel sheet or equivalent material.

The light must be easily and quickly removable.

The number of light clusters per vehicle may vary from 2 to 3. (Some vehicles in the fleet are already fitted with rear mounted LED lights)

The light clusters are to be mounted under the aerial platform buckets in three positions.

The mounting positions of the lights will be determined by operational needs.

8. TRAFFIC PACKAGE 1

Consist of the following items:

- Ten orange cones
- One first aid kit
- 2.5 kg fire extinguisher
- One triangular signage system
- One full size spade

9. LOW PROFILE BRIGHT LED MODULE MINI LIGHTBAR.

The light bar will consist of a minimum of 10 modules configured as follows:

- At least 2 x for rear viewing
- At least 2 x for front viewing
- At least 6 x for corners

The light bar must be capable of a cruise light function.

LED light bar must meet the following specification:

- Mini LED light bars must conform to SAEJ595 and SAEJ845
- It must be slim line generation 3 low profile with bright LED modules and with wide angle viewing.
- The light output from the LED modules must be visible through 360° on the horizontal plane.
- The light visibility must be able to be reduced at night.

- The outer lenses must be of high impact UV protected Polycarbonate available in clear or as specified under specific vehicle specs.
- It must be completely sealed against the ingress of moisture to IP66. The base must be an anodised aluminium extrusion.
- The light bar must be mounted across and on top of the roof via adjustable mounting stainless steel or anodised aluminium brackets and should be controlled by a dashboard mounted switch wired independently of the ignition.
- No holes are to be drilled into the vehicle roof. Rubber or plastic inserts or linings must be used to prevent damage to the paint work.
- All screws must be stainless steel.
- The modules incorporated into the side of the light bar must be capable of a cruise light function

10. ELECTRONIC SIREN AND PUBLIC ADDRESS SYSTEM

An electronic siren and public address system with touch control with the following specifications must be supplied:

- The siren must have an output power of no less than 100watt RMS.
- It must have a sound power level of 110dBA at 3 metres.
- The unit must be touch control and able to control the light bar and strobe lights as well as the cruise light function.
- The unit must incorporate a two- way radio re-broadcast facility.
- The following siren tones are to be available: YELP, WAIL, PHASER & AIR HORN.
- The Yelp and wail tones shall be defined in terms of the National Road Traffic Act, 93 of 1996.

The vehicle hooter must be able to operate the following siren functions via the standard junction box:

- Switch siren on.
- Change siren tone
- Active air horn / phaser tones
- Switch siren "off"
- Switch emergency lights "off"
- The public address system must have a handheld microphone, adjustable volume control and siren cancel – push –to-talk button.
- The siren unit must be supplied with a junction box to facilitate the hooter, 2 – way radio and light bar control functions.
- The siren to have reverse polarity protection.

11. EMERGENCY GHOST LIGHT PACKAGE

Tenderer to note that the below requirements are for different directorates in the City of Cape Town.
Consisting of the following:

- Strobe Kit, power supply unit plus 4 strobe head plugs to be fitted
- x 4head generation 3 ultra-bright LED modules fitted inside the grill
- 2 x4head generation 3 ultra-bright LED modules fitted on either side of rear most side window.
- 2x 4head generation 3 ultra-bright LED modules fitted to inside top corners of rear screen.
- 2 x4head generation 3 ultra-bright LED modules fitted to the centre of dash.
- It must have multi flash patterns with a flash pattern selector switch.

12. REAR INTERIOR AND GRILLE LIGHTS

Tenderer to note that the below requirements are for different directorates in the City of Cape Town.
Supply rear Interior Lights:

- 2 x Generation3 – 4 LED modules fitted to the inside top corners of the rear window of the vehicle, with the option of cruise control.
- 2 x Generation3 – 4 LED Modules to be mounted in the vehicle's grille with the option of a cruise light function

13. SIREN UNIT (OPTION 2)

Tenderer to note that the below requirements are for different directorates in the City of Cape Town.
The Siren unit must incorporate a siren speaker capable of no less than 120dBA (200-watt RMS peak power) and must be fitted in the engine bay facing forward.

14. WARRANTY (as per Special conditions of tender clause 15)

The fitment of the LED units on the vehicles must in no way impact the warranty of the vehicles to which they are fitted.

The complete Units plus fitment requirements must be fully guaranteed for at least five (5) years, normal wear and tear excluded. A five (5) year ultraviolet protection against fading or cracking of the polycarbonate lens (new units and replacement lenses)

15. DELIVERY

Tenderers must specify delivery lead time on receipt of official order on the Pricing Schedule. A project plan will be provided to the successful tenderer at the placement of purchase order as and when required. Lead times stated in the project plan must be adhered to. The City of Cape Town reserves the right to adjust the project plan where needed.

16. DEFECTIVE OR SUBSTANDARD ITEMS

If it is found that any of the items offered for the duration of the contract do not meet the expected performance levels as stipulated by this Specification, the City of Cape Town may initiate the default process.

The cost of removal and replacement of all the defective/substandard units fitted, during the tenure of the contract, will be for the cost of the tenderer. The City of Cape Town reserves the right to utilize any other contract or process to purchase and refit replacements units.

Appendix – F
SLIMLINE LIGHT BAR OR SIMILAR DESIGN



Appendix – G
BEACON LIGHT OR SIMILAR DESIGN



Appendix – H
INTERIOR AND EXTERIOR STRIP LIGHTS OR SIMILAR DESIGN

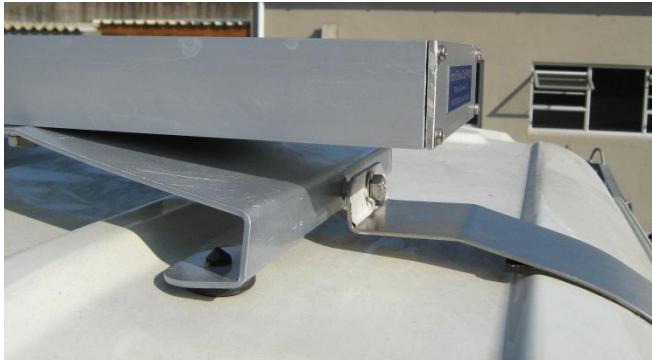
Strip Lights Designs



Appendix – I
LIGHT CLUSTER OR SIMILAR DESIGN



Appendix – J
FITMENT ON ALUMINIUM ROOF RACK



3M or equivalent Clear Vinyl (Paint Protection Film) between the bracket and the paintwork of the vehicle

Appendix – K
FITMENT OF BEACON ON STEEL ROOF RACK

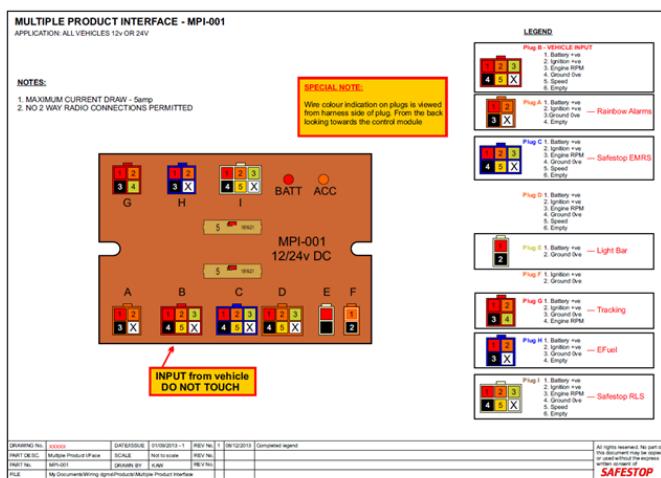


Appendix – L SPOTLIGHT (LED TYPE) – TYPICAL ARRANGEMENTS OR SIMILAR DESIGN



Appendix – M

ACCESSORY INTERFACE BOARD



Appendix - N

DIMENSIONAL REFERENCE



Appendix - O

LED Fresnel Lens or equivalent – suitably designed for vehicle performing roadside maintenance in area typically associated with high traffic volumes and the Topography City of Cape Town

Typical Octagonal Lens



Typical Round Beacon light lens cover



C.6 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 agreement.

1. Definitions

Insert new clause 1.1A with the following:

- 1.1A "Commencement Date" means the date the Supplier confirms receipt from the Purchaser of 1 (one) complete, signed copy of the Contract, the *Schedule of Deviations* (if any).
- 1.1B "Conditions of Contract" means the general conditions of contract and special conditions of contract including all other contract data incorporated by reference.

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 the equipment, machinery, materials, services, products, consumables, etc. that the Supplier is required to deliver to the Purchaser under the agreement. 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 (chosen domicilium citandi et executandi).

Add the following after Clause 1.25:

- 1.26 'Supplier' means the provider of Goods and / or Services with whom the Contract is concluded also referred to as "contractor" in the GCC.
- 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
- 1.28 "Working Day" means Monday to Friday excluding weekends and Public Holidays (in the Republic of South Africa).

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 If the Supplier is a joint venture, all parties in a joint venture or consortium shall be jointly and severally liable to the Purchaser in terms of the 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/or Services 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 as amended from time to time. If the Purchaser 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 the 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 termination of the Contract, restriction of the Supplier, and/or the exercise by the CCT of any other remedies available to it as described in the SCM Policy or in law.

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 Purchase Order by the Purchaser and no later than the periods as set out in the Contract:

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

3.5.2 Only when notified of the acceptance of the bid on the Date of Commencement of Contract, the Supplier shall commence with and carry out the Delivery of the Goods and/or Services 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 and/or Services 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 and/or Services 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 due 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 Purchaser Orders for the Goods and/or Services required under this Contract. No liability for payment will ensue for arising out of the Delivery of the Goods and/or Services, unless a Purchase Order has been issued to the Supplier.

- 3.6.2 Make payment to the Supplier for the Goods and/or Services as set out herein.
- 3.6.3 Take possession of the Goods and /or Services 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.
- 3.6.6 Grant or refuse any extension of time requested by the Supplier of the period stated in clause 10.
- 3.6.7 Inspect the Goods and/or Services 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 the 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 agreement and need not obtain the Supplier's permission to copy it 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 in terms of the agreement and the Purchaser hereby indemnifies the Supplier against any claim which may be made against it by any person / entity, 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 agreement within two (2) years of Delivery of the Goods, 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 agreement, 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 Purchaser.
 - 5.8.2 The Supplier hereby assigns to the Purchaser, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the agreement, 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 Purchaser's Intellectual Property for any purpose other than as contemplated in the agreement;
 - 5.8.3.2 not modify, add to, change or alter the Purchaser'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 Purchaser;

- 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 Purchaser;
- 5.8.3.4 Comply with all reasonable directions or instructions given to it by the Purchaser in relation to the form and manner of use of the CCT Intellectual Property, including without limitation, any brand guidelines which the Purchaser may provide to the Supplier from time to time;
- 5.8.3.5 Ensure that its employees, directors, members and contractors comply strictly with the provisions of this Clause 5.5.8.4 above unless the Purchaser expressly agrees to the contrary, in writing and only after obtaining due internal authority for such agreement.
- 5.8.4 The Supplier represents and warrants to the Purchaser that, in providing Goods and/or Services for the duration of the agreement it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Purchaser 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 Upon expiry of the contract period and in the event that the Contract is terminated, ended or is declared void, any and all of the Purchaser's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Purchaser by the Supplier and no copies thereof shall be retained by the Supplier unless the Purchaser expressly and in writing, after obtaining due internal authority, agrees otherwise.

Add the following after clause 5.8:

5.9 Protection of Personal Information Act of 2013

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

- 5.9.1 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;
- 5.9.2 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;
- 5.9.3 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;
- 5.9.4 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-Suppliers' 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;
- 5.9.5 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);
- 5.9.6 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

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.

5.10 PERFORMANCE MONITORING

5.10.1 As required by section 116(2)(b) of the Local Government: Municipal Financial Management Act 56 of 2003, the CCT shall monitor the performance of the Supplier on at least a monthly basis, and the Supplier agrees to provide the CCT with its full cooperation in this regard.

7. Performance Security

Delete clause 7.1 to 7.4 and replace with the following:

Not Applicable. Tenderers must disregard the **Pro Forma Performance Security/ Guarantee** and are not required to furnish same.

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

8.2 If it is a bid condition that Goods and/or Services 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 Supplier 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 Purchase Order. In the case of agreements for Delivery of goods in terms of framework or panel agreements, Purchase Orders for the supply and delivery of goods may be raised up until the expiry of a framework or panel agreement, provided that the goods can be delivered within 30 (thirty) days of expiry of the framework or panel agreement. In this context, the "goods" does not include services and carries its ordinary meaning. All Purchase Orders other than for the supply and Delivery of goods (i.e. supply of services, professional services or constructions works), must be completed prior to the expiry of the contract period.

10.2 The Purchaser shall determine, in its sole discretion, whether the Goods and/or Services 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 and/or Services 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 such written 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:

11.2.1 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;

11.2.2 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;

11.2.3 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 Supplier's broker or the insurance company itself (see the Pro Forma Insurance Broker's Warranty).

[11.2.4 **Not Applicable** - In the case of Contracts for delivery of professional services, Professional indemnity insurance providing cover in an amount of not less than **[R0.00]** in respect of each and every claim during

the contract period.]

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

11.3 The Supplier shall be obliged to furnish the Purchaser with proof of such insurance as the Purchaser 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 Pro forma Insurance Broker's Warranty or copies of the insurance policies.

15. Warranty

Add to Clause 15.2:

15.2 The warranty for this Contract shall remain valid as stipulated below:

Tenderer to note minimum warranty for the following would be required:

- Workmanship inclusive of spare parts, components, consumables and associated materials must be guaranteed for a period of one (1) year. Unless misuse can be proven
- All makes and models of Batteries tendered must be guaranteed for a minimum period twenty four (24) months.
- The complete LED lights (Units plus fitment) must be fully guaranteed for at least five (5) years, normal wear and tear excluded and a five (5) year ultra violet protection against fading or cracking of the polycarbonate lens (new units and replacement lenses)

16. Payment

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

16.1 Payment of invoices will be made:

16.1.1 Within 30 (thirty) days of receiving the relevant invoice or statement from the Supplier, unless otherwise prescribed for certain categories of expenditure or specific contractual requirements in accordance with any other applicable policies of the Purchaser.

16.1.2 Notwithstanding anything contained above, the Purchaser shall not be liable for payment of any invoice that pre-dates the date of delivery of any Goods and/or Services.

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 Purchase Order, the Supplier shall only be entitled to payment for Goods and/or Services actually delivered in terms of the Specification and Drawings, or any variations thereof made in accordance with clause 18. Any contingency sum included shall be for the sole use, and at the discretion, of the Purchaser.

16.6 The Purchaser will only make advanced payments to the Supplier in strict compliance with the terms and conditions as contained in the Pro forma Advanced Payment Guarantee and only once the authenticity of such guarantee has been verified by the Purchaser'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 Purchaser delegated authority 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 and/or Services delivered and services performed shall be subject to contract price adjustment in terms of Schedule F.1 Contract Price Adjustment and/or Rate of Exchange Variations and the following conditions will be applicable:

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 and/or Services, extension of the contract period or increases in the value of the Contract as a result of written instructions issued by the Purchaser to the Supplier. Such changes are 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, the Purchaser's liability for payment shall not arise until such time as the change has been duly approved and such approval communicated to 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 Purchaser and the subcontractor, or a responsibility or liability on the part of the Purchaser 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 obligations contained in the Contract the Supplier or its subcontractors should encounter conditions beyond their reasonable control which impede the timely delivery of the Goods and/or Services, the Supplier shall notify the Purchaser in writing, within 7 (seven) 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 this Contract shall be deemed to prohibit the obtaining of Goods and/or Services 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 and/or Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from amounts payable, as a penalty, a sum as stated herein for each day of the delay until actual Delivery or performance.

The penalty for this contract shall be based on the Key Performance Areas as stipulated below and in the tender Specifications:

The successful Tenderers will be measured through the means of Key Performance Areas (KPA). See Appendix A. Overall results will be categorised in the following areas.

(Weighted result based on the Impact on Service Delivery)

GREEN	EXPECTATION MET
AMBER	SOME INTERVENTION REQUIRED
RED	POOR PERFORMANCE

Each KPA will consist of Key Performance Indicators (KPI) that are combined with thresholds and targets.

Periodic meetings will be held with the respective user departments to discuss previous month's concerns and results from the KPA tracking

The KPAs and KPIs may be amended as and when it is deemed necessary, with the involvement of the successful Tenderers.

Continued poor performance where the successful Tenderers stay within the Amber zone of the KPA document for 3 consecutive months, the City of Cape Town may initiate the default procedure.

Poor performance where the successful Tenderers stay within the Red zone of the KPA document, the default process will be initiated.

During the period that the Tenderers are being afforded the opportunity to demonstrate the ability to remedy the sub-standard performance, the City of Cape Town reserves the right during such period to utilise Standby Tenderer to mitigate any adverse operational impact.

22.2 The Purchaser shall, without prejudice to its other remedies under the contract, deduct from amounts payable, financial penalties as contained on the Preference Schedule for 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 If the Parties, by mutual agreement, terminate the Contract.

23.8.3 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 the Contract may be terminated by the Purchaser (upon conclusion of applicable processes by the City Manager as described in the Purchaser's SCM Policy).

23.8.4 Reputational risk or harm to the Purchaser

The Purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, may terminate the contract if the implementation of the contract may result in reputational risk or harm to the Purchaser as a result of (inter alia):

- a) reports of poor governance and/or unethical behaviour;
- b) association with known notorious individuals and family of notorious individuals;
- c) poor performance issues, known to the Purchaser
- d) negative social media reports;
- e) adverse assurance (e.g. due diligence) report outcomes; or
- f) circumstances where the relevant vendor has employed, or is directed by, anyone who was previously employed in the service of the state (as defined in clause 1.53), where the person is or was negatively implicated in any SCM irregularity.

By or in relation to the Supplier, the Contract may be terminated by the Purchaser after providing notice to the Supplier.

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 In the event of the Supplier becoming bankrupt or otherwise insolvent the Purchaser may elect to:

26.1.1 At any time, terminate the Contract by giving written notice to the Supplier; or
 26.1.2 Accept a Supplier's proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms or takes steps to ensure its rights are protected and any negative impact on service delivery is mitigated.

26.2 In the event of the Purchaser electing to cancel the Contract in accordance with clause 26.1.1 above, the Purchaser shall make payment of all verified and signed off invoices. In the event of there being any dispute in respect of any outstanding invoices such dispute shall be dealt with in accordance with the dispute resolution mechanism in the Contract.

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 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 (a) and (b) and replace with the following:

- (a) notwithstanding any provision to the contrary contained in this contract, neither the supplier nor any of its officers, directors, employees, agents contractors, consultants or other representatives shall be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect, incidental, special or consequential loss or damage of any kind, including without limitation the loss of use, loss of production, or loss of profits or interest costs, loss of goodwill, lost or damaged data or software, costs of substitute products/services and/or loss of business or business opportunities (whether foreseeable or unforeseeable), provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser;
- (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 day delivery of delivery or the next Working Day,
- 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 Tenderer to submit evidence in the form of a valid Tax Compliance Status PIN 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.

Add the following after clause 32.3:

32.4 The VAT registration number of the CCT 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 including Monthly Project Labour Reports (Annexure B). Any failure in this regard may result in a delay in the processing of payments.

36. WORKSHOP PREMISES AND FACILITIES

36.1. The supplier must within sixty (60) days from commencement of the contract, establish a Workshop Facility within the Geographical Boundaries of the City of Cape Town which meets the requirements set out in Specifications in full, and otherwise meets the requirements necessary for the supplier to render the services contemplated in this contract and to meet its obligations.

36.2. The City of Cape Town may perform only one (1) technical assessment of the Workshop Facility mentioned in clause 36.1 above, to confirm that it complies with the requirements set out in Specifications and otherwise meets the requirements necessary for the supplier to render the services contemplated in this contract and to meet its obligations.

36.3. Should the supplier fail to establish a Workshop Facility which complies with the aforementioned requirements, within the sixty (60) days mentioned in clause 36.1 above or a reduced period as contemplated in clause below, this shall be a material breach of the contract and the City shall be entitled to terminate the contract forthwith and without further notice to the supplier. The date on which the aforementioned technical assessment shall be held, will not exceed two (2) weeks from expire of the sixty (60) days period.

36.4. The supplier may inform the City of Cape Town that it is ready for the technical assessment referred to in clause 36.2 above, earlier than the sixty (60) day period mentioned in clause 36.1 above, in which case the supplier shall forfeit the remaining days of the aforementioned period and the City of Cape Town shall be entitled to conduct the technical assessment at an agreed date and time between the parties, which shall not exceed two (2) weeks from receipt from the suppliers notification in terms of this clause.

36.5. The supplier shall cooperate fully and in good faith with the City of Cape Town in arranging for and assisting the City of Cape Town with the technical assessment referred to in clause 36.2 above, including but not limited to providing the City of Cape Town with access to all parts of the Workshop Facility during that assessment and demonstrating to the City all aspects of the facility relevant for the aforementioned technical assessment.

36.6. Notwithstanding the contents of 36.1 to 36.5 above, the City of Cape Town reserves the right, at its sole discretion and on fourteen (14) days' notice, to perform technical assessments of the Workshop Facility during the tenure of the contract as and when required, to ensure that the Workshop Facility meets the requirements set out in Specifications in full, and otherwise meets the requirements necessary for the supplier to render the services contemplated in this contract and to meet its obligations. Should the outcome of the technical assessment be that

the Workshop Facility is not compliant with the aforesaid requirement, this shall be a material breach of the contract.

36.7. The City of Cape Town reserves the right to conduct adhoc inspections of the tenderers IN-CONTRACT activities. Work will be suspended based on the severity of any adverse findings during the inspections. The tenderers are to note that the information listed below is not intended to be a comprehensive list of the workshop requirements but rather what is expected of the workshop. The City reserves the right to verify the information provided by the vendor.

C.7 GENERAL CONDITIONS OF CONTRACT

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

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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 as 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.
- 1.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:

- a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- b) A cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than 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.

C.8 ANNEXURES

Annexure A – Pro Forma Insurance Broker’s Warranty

Broker Logo

Letterhead of supplier’s Insurance Broker

Date _____

CCT
City Manager
Civic Centre
12 Hertzog Boulevard
Cape Town
8000

Dear Sir

TENDER NO.: 132S/2025/26

TENDER DESCRIPTION: PROVISION OF AUTO ELECTRICAL REPAIRS, INCLUSIVE OF SUPPLY AND FITMENT OF BATTERIES, LED LIGHTING AND EMERGENCY VEHICLE SIRENS

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 CCT 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)

Annexure B – Monthly Project Labour Report

NOT APPLICABLE

Annexure C - Pro Forma Performance Security/ Guarantee

NOT APPLICABLE

Annexure D - Pro Forma Advance Payment Guarantee

NOT APPLICABLE

F.1: Contract Price Adjustment and/or Rate of Exchange Variation

1. TENDER CONDITIONS

- 1.1 The Contract Price Adjustment (CPA) mechanism and/or provisions relating to Rate of Exchange (RoE) Variation, contained in this schedule is compulsory and binding on all Tenderers/Suppliers and this schedule (the parts relevant to the particular tender) must be completed by all Tenderers / Suppliers.
- 1.2 Tenderers/Suppliers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule.
- 1.3 Tenderers are not permitted to offer fixed and firm prices except as provided for in the Price Schedule.

2. CPA PROVISIONS SELECTION

- 2.1 The prices stipulated on the Price Schedule are subject to adjustment as set out below.
- 2.2 Tenderer to indicate the specific CPA and/or RoE provisions applicable to their bid by marking the relevant checkboxes below. Tenderers to note that the CPA and/or RoE provisions are not exclusive and multiple CPA Types can exist if the bid contains both local and foreign exchange based pricing. In such cases the CPA and/or ROE provision applies only to that particular portion of the tendered price.
- 2.3 The CPA and/or RoE provisions applicable to this tender and resulting contract are to be indicated below by checking the relevant boxes (with multiple selections only where indicated permissible):

<u>Indicate option</u>	<u>CPA Type</u>	<u>Period</u>	<u>Refer to Section</u>
A	N/A	FIRM PRICES as per Pricing Schedule	Annual <i>Pricing Schedule C.4 and Schedule F.1 (A)</i>
<u>LOCAL (RSA) TENDER CONTENT:</u>			
B	N/A	SEIFSA Index based CPA	Monthly / Quarterly <i>Schedule F.1 (B)</i>
OR			
C		Pricelist / Quotation Based CPA	Ad-Hoc <i>Schedule F.1 (C)</i>
OR			
D		STATS SA CPI Index Based CPA	Annually <i>Schedule F.1 (D)</i>
OR/AND			
E	N/A	Sectorial Determination 1:Contract Cleaning Sector	Annually <i>Schedule F.1 (E)</i>
OR			
E	N/A	Sectorial Determination 6: Private Security Sector	Annually <i>Schedule F.1 (E)</i>
<u>IMPORTED GOODS AND / OR COMPONENTS (IF APPLICABLE)</u>			
F		ROE based CPA	Ad-Hoc <i>Schedule F.1 (F)</i>
AND (IF REQUIRED), EITHER			
G		Pricelist / Quotation based CPA	Ad-Hoc / Periodic <i>Schedule F.1 (G)</i>
OR			
H	N/A	Overseas CPI / PPI index based CPA	Ad-Hoc / Periodic <i>Schedule F.1 (H)</i>

2.4 CPA and/or RoE provisions marked as **not applicable** is not relevant and will not apply to this tender and resulting contract.

3. CONTRACT CPA APPLICATIONS AND ADMINISTRATION

3.1 Any claim for variation in the contract price (either CPA or RoE adjustments) must be submitted in writing:

- i. By letter to: Director, Corporate Service: Fleet Management, City of Cape Town, P O Box 655, Cape Town, 8000 or
- ii. By email to: CorporateFleet.Contracts@capetown.gov.za

at least 14 days prior to the month upon which the adjustment would become effective in the case of prices being set in advance, and as soon as relevant indices are available and no later than 60 days after the date of delivery of goods or the completion of the project (i.e. date of issue of the Taking-Over Certificate, if applicable) in the case of adjustments being claimed retrospectively for Goods or Services. The latter case is only applicable where specifically provided for in the CPA provisions.

3.2 When submitting a request for CPA and/or RoE adjustment the Supplier shall indicate the Rand Value claimed for each item listed on C.4 - Price Schedule, clearly indicating the item number as per C.4 - Price Schedule. Percentage increases will not be considered. A mere notification of a request for CPA without stating the new price claimed for each item shall, for the purpose of this clause, not be regarded as a valid request.

3.3 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 CPA or RoE adjustments. Price adjustments will not be processed until such time as the Supplier submits such auditor's certificates or other documentary proof to the CCT. Should the Supplier fail to submit the auditor's certificates or other documentary proof to the CCT within 30 days from the written request, it shall be presumed that the Supplier has abandoned his request.

3.4 The CCT reserves the right to withhold payment of any claim for adjustment while only provisional figures are available and until such time as the final (revised) figures are issued by the relevant authority.

3.5 The CCT will confirm in writing once processing of the CPA or RoE adjustments have been completed including the effective date of the adjustments.

3.6 Where pricelist-based and other non-index based CPA requests are investigated and found to be not reasonable and market related, the CCT reserves the right to reject such requests. Where disputes arise with respect to such rejected requests the CCT reserves the right to procure the Goods from other available Suppliers until such time as the dispute is resolved.

3.7 Unless indicated otherwise in the relevant schedule below, all Purchase Orders issued on or after the effective date of the adjustment shall be issued at, and the Goods or Services supplied, invoiced and paid for at the adjusted prices. The relevant adjustment will not be applied to Purchase Orders issued prior to the effective date.

Or

Unless indicated otherwise in the relevant schedule below, the adjustment will apply to all Purchase Orders or Purchase Order lines where the delivery date is on or after the effective date of the adjustment.

F.1 (C) LOCAL SOUTH AFRICAN CONTENT - SUPPLIER/ MANUFACTURER PRICE LIST/QUOTATIONS

1. Tenderers /Suppliers that are not the manufacturer or original supplier of the tendered goods and whose tender prices are based on the price list/quotation of another company (manufacturer or other supplier) may apply Supplier / Manufacturer Pricelist / Quotation based CPA.
2. In such cases the Tenderer is required to submit with his tender a copy of the original Supplier / Manufacturer Pricelist / Quotation upon which his tender prices are based. Such pricelist / Quotation is required to be on the Letterhead of the Supplier / Manufacture, is to be dated, referenced and signed, and is to provide clear reference to the tender number and is required to clearly reference each item quoted to the respective Tender Item Number indicated in C.4 Price Schedule.
3. The tenderer shall further confirm the Manufacturer / supplier, Quotation date and reference number and applicable tender Items by completing Table F.1(C).1 below.

Table F.1(C).1: Price Schedule information for Manufacturers/Suppliers Price List(s)/Quotation

Price List Information			
Manufacturer/ Supplier Name	Price List/Quotation Date.	Price List/Quotation Reference Number	Pricelist applicable to Items as per C.4 Price Schedule

4. During the contract period, the Tenderer (now Supplier) must submit the request for price adjustment based on increases in pricelists of manufacturers/suppliers prior to the effective date of the increase in the pricelist.
5. The effective date of any price adjustment granted will be the first day of the month following the month during which the fully substantiated application for contract price adjustment is submitted or, by agreement between the Tenderer/Supplier and the CCT, a subsequent date on which the price adjustment will become effective.
6. In instances where the Supplier's price adjustment claimed is less than entitled, the lesser price will be accepted.
7. Purchase orders placed prior to the effective date of any price increase shall be placed at the previously agreed price, not the claimed adjusted price.
8. Only the difference in source supplier / manufacturer pricelist (actual cost, not percentage) may be adjusted and under no circumstances may the Tenderer/Supplier increase their profit margin.
9. The Tenderer/Supplier shall, when submitting claims for contract price adjustment, submit all of the documentation indicated below a minimum of two weeks prior to the effective date of the contract price adjustment:
 - a) Copies of price lists upon which original tender prices were based (refer to clause 2, Table F.1(C).1 above) clearly indicating the item(s) according to C.4 Price Schedule.
 - b) The new price list (*from the same Supplier / Manufacturer as originally tendered*) on the relevant manufacturer/suppliers letterhead (with pamphlets, brochures and e-mail communication) clearly

indicating the item(s) according to C.4 Price Schedule.

- c) Detailed calculations indicating how the “adjusted” price was calculated. The calculations must be submitted in Excel, together with a signed, “PDF” version of the Excel spreadsheet. The example below – Table F.1(C).2, is what is required.
- d) A covering letter on the Supplier’s letterhead requesting the CPA with the effective date of the claim.

10. The CCT will consider the request and either refer the request back for correction or additional information or approve the request.

11. The CCT will assess such pricelist based CPA claims against market pricing and indices and other input pricing indicators and will only approve such claims that are confirmed to be reasonable and market related with reference to the source pricing information provided with the tender and with the CPA application

12. Approval of the CPA request including confirmation of the effective date, will be communicated to the Supplier in writing together with a list of the approved adjusted rates. The effective date will be as per clause 3 above.

13. The successful Tenderer/Supplier shall immediately upon notification of the commencement date of contract submit written application for approval of any adjusted unit prices for the Goods that may have been notified by the Supplier / Manufacturer of the Goods, together with the required supporting documentation. This application will be assessed in accordance with the process laid out above in order to determine approved contract prices at the commencement of the contract.

14. Failure to submit such application within two working weeks of commencement of contract shall result in the tendered unit prices being applied for initial orders placed following commencement of the contract.

15. In the event of a Supplier changing their Supplier / Manufacturer during the tenure of the contract, no request for price variations will be considered unless the Supplier has obtained prior approval from the City for the change of Supplier / Manufacturer. Such approval shall include technical approval by the Engineer of the goods supplied by the replacement Supplier / Manufacturer. Technical approval by the Engineer shall be a prerequisite for any change of Supplier / Manufacturer.

Table F.1(C).2 – Pro Forma Table for Adjustments in price where the Supplier is not the Manufacturer

C.4 Price Schedule Item No.	Original Tender Price	Previous and New Price List Information				New Contract Price (Excl. VAT)
		Manufacturer/ Supplier Material no.	Price as per previous Manufacturer/ Supplier Price List (Excl. VAT) Price List Date: _____	Price as per new Supplier/ Manufacturer Price List (Excl. VAT) Price List Date: _____	Difference between the previous and new manufacturer Price list (C)-(B)	
(A)			(B)	(C)	(D)	(A)+(D)

**When submitting the first request for price adjustment, use the tender price as per C.4 Price Schedule.*

F.1 (D) LOCAL SOUTH AFRICAN CONTENT - STATS SA CONSUMER PRICE INDEX
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1. Applicable where the Tenderer/Suppliers has indicated their tendered prices are subject to adjustment based on changes in the Statistics South Africa (STATS SA) Consumer Price Indices.
2. A minimum of 10% of the rate as per C.4 Pricing Schedule shall be fixed and free of variation for the duration of the contract.
3. A total of 90% of the year on year rate as per C.4 Pricing Schedule shall be adjusted annually in accordance with clause 5 below.
4. The Contract Price(s) shall remain FIRM for the first 12 calendar months from date of Commencement Date of Contract and Suppliers are not permitted to requests CPA during this period.
5. The Contract Price(s) will thereafter be subject to adjustment annually based on the average percentage of change over 12 months as published by STATS SA: Consumer Price Index (P0141-Table B2 – CPI headline year-on-year rates) as follows:
 - 5.1 CPA applicable from the start of the 13th month to the end of the 24th month calculated as follows:
 - a) The base month for the price adjustment being three (3) calendar months prior to Commencement Date of Contract; and
 - b) The end month shall be three (3) calendar months prior to the 12th month.
 - 5.2 CPA applicable from the start of the 25th month to end of the 36th month calculated as follows:
 - a) The base month for the price adjustment shall be three (3) calendar months prior to the 13th month; and
 - b) The end month shall be three (3) calendar months prior to 24th month.
 - 5.3 The average CPI percentage will be calculated using the base month to the end month (both included) divided by the number of months. (12 months totalled/12 to achieve the average CPI)
6. Subject to prior approval by the CCT delegated authority, in the event of any extension of the contract period, the CPA applicable beyond month 36th of the contract will follow the same principle in determining the base month (i.e. 3 calendar months prior to 25th month) and end date (3 calendar months prior to 36th month) as outlined above.

**F.1. (F) GOODS AND/OR COMPONENTS IMPORTED FROM OUTSIDE OF SOUTH AFRICA
RATE OF EXCHANGE PRICE VARIATIONS**

1. Subject to the above, when tendered prices of certain items in C.4 Price Schedule are subject to adjustment for changes in the cost of goods and/or components imported from outside of South Africa, the Tenderer must (as part of the bid submission) provide a list of such items and other information as required in Table F.1 (F).2 below and include it in the bid submission.
2. Only tenderers who are the direct importer of the goods may claim rate of exchange price variations.

Table F.1 (F.1): Information required for prices subject to Rate of Exchange adjustments

Exchange Rate on which tender is based:	_____ 1 : Rand _____
Exchange Rate on which tender is based: (if more than one currency)	_____ 1 : Rand _____
Exchange Rate on which tender is based: (if more than one currency)	_____ 1 : Rand _____
Name of Bank	
Date of quoted rate of exchange	
Documentation relevant to calculation of adjustments based on Rate of Exchange (Mark with "x")	
Bill of Lading	
Waybill	
Customs invoice	
Other: _____	

TABLE F.1 (F).2: Price Basis for Imported Resources

* Base Date: 7 (seven) calendar days before tender closing.

3. Any items/resources not inserted in Table F.1 (F).2 above, are deemed to be manufactured / supplied in South Africa and is not subject to adjustment in terms of variation in rate of exchange.
4. The price adjustment for variations in the cost of plant and materials imported from outside of South Africa shall be based on the information contained on the schedule titled "Price Basis for Imported Resources" (Table F.1 (F).2). The Rand value of goods and components comprising entirely or partly imported content that is inserted on the Table F.1(F).2 titled "Price Basis for Imported Resources" (column (G)) shall be the rate tendered in the Pricing Schedule C.4, and shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate 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)) and any South African manufactured or added content (column (F)). Any mark-up by the Tenderer or other costs not detailed above shall be entirely contained within the South African Content (Column (F)).

5. Column A of Table F.1 (F).2 shall detail the actual quotation for the imported Goods or components, and shall be substantiated by the original source quotation for such Goods or components. (Source quotation from foreign supplier/manufacturer, see Schedule F.1 (G), Table F.1 (G).1 below). No Supplier mark-up on the foreign currency value of such imported Goods or components is permissible. All Supplier mark-up shall be included in the South African content, Column F of Table F.1 (F).2 above.
6. Based on the evidence provided in Clause 5 above, the value in Rand inserted in column (C) 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 Clause 7 below.
7. The adjustments shall be calculated upon the value in foreign currency in the Supplier'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 (or any adjusted value approved in accordance with Schedule F.1 (G) below).
8. 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.
9. 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.
10. Suppliers shall take out Forward Cover covering the foreign exchange component of the cost of any imported portion of the Goods ordered on each purchase order issued by the Employer.
11. The process to be followed by Suppliers for claims for Rate of Exchange Variations shall be as follows:
 - a) The Supplier shall within seven working days from the date of receipt of the purchase order arrange for cover or recovering 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 goods and components inserted by the Tenderer on the schedule titled "Price Basis for Imported Resources" (Table F.1 (F).2), and submit such Forward Cover quotation to the City for approval.
 - b) Upon receipt of the quotation for Forward Cover from the bank, the Supplier must forward the quote ideally, within 15 minutes of receiving it from their banker to the CCT: CPA.Request@capetown.gov.za and Contract Manager: CorporateFleet.Contracts@capetown.gov.za This is to ensure that the time difference from generation of the quotation for Forward Cover to finalising the Forward Cover with the Bank, is kept to a minimum due to the change in the exchange rate throughout the day.
 - c) The Contract Manager will forward the quotation to the CCT Treasury Department immediately for their consideration and approval. The cut-off time for receipt of quotations for Forward Cover will be 14h00. It must be noted that if this deadline will not be achieved, it is recommended that the quotation process be undertaken on the following day which should fall within the 7 days of receipt of the purchase order.
 - d) Only once the Forward Cover quotation rate has been approved by CCT Treasury Department, may the Supplier finalise the Forward Cover contract with their bank at the rate approved by the CCT Treasury Department for that Purchase Order and forward a copy of the contract to the CCT via email: CPA.Request@capetown.gov.za and Contract Manager: CorporateFleet.Contracts@capetown.gov.za
 - e) The Forward Cover quotation envisaged above shall have the CCT purchase order number and a Forward Cover Contract (FCC) Value Date that is directly based upon the required delivery date for the imported Goods or components necessary in order to meet the Contract Delivery Period. Future FCC Value Dates beyond the Contract Delivery Period shall not be acceptable.

12. On delivery of the goods to the City the Supplier shall submit the following documentation to the CCT via email: CPA.Request@capetown.gov.za and Contract Manager: CorporateFleet.Contracts@capetown.gov.za :

- a) The Bill of Lading/Waybill/Customs Invoice (clearly indicating the items as identified on the purchase order).
- b) Calculations detailing the difference in the rate of exchange at the time of entry and the date of tender. These shall be submitted on a covering letter.
- c) The invoice / credit note for the Rate of Exchange adjustment applicable to the specific order.

13. In exceptional circumstances, and subject to the Employer's explicit approval, Rate of Exchange variations on Goods or components that are imported in bulk in advance in fulfilment of the contract requirements or to create buffer stocks, but not specifically in response to specific purchase orders placed by the Employer in accordance with the contract, shall be based upon whichever of the following two methodologies is more advantageous to the Employer:

- a) Methodology 1: A spot quotation for the Forward Cover Contract rate for the imported portion of the Goods, based upon the FCC Value Date for the particular purchase order(s), as outlined in clause 11 above.
- b) Methodology 2: The actual Rate of Exchange cost variations incurred in fulfilment of the purchase order(s), fully substantiated by detailed Bills of Lading and Customs Invoice applicable to the particular Goods delivered. The applicable Rate of Exchange shall be the rate as defined on the Customs Invoice for the imported Goods.
- c) Determination of the more advantageous methodology shall be conducted and approved following delivery of the imported Goods or components to the Supplier but prior to delivery of the Goods to the Employer.

14. Approval of the process detailed in Clause 13 and sub-clauses above shall be on an order by order basis and application shall be submitted, with required supporting documents, immediately on receipt of the relevant purchase order(s).

**F.1. (G) GOODS AND/OR COMPONENTS IMPORTED FROM OUTSIDE OF SOUTH AFRICA -
MANUFACTURER/SUPPLIER PRICE/QUOTATION LIST**

1. Manufacturer's / Supplier's Pricelist / Quotation Based CPA – Imported Goods or Components:

- 1.1 Tenderers with imported Goods or Components may claim contract price adjustment based on the overseas SUPPLIER'S / MANUFACTURER'S PRICE LISTS/ QUOTATION from the supplier or manufacturer of the tendered items.
- 1.2 In such cases the Tenderer is required to submit with his tender a copy of the original overseas Supplier / Manufacturer Pricelist / Quotation upon which his tender prices are based. Such pricelist / Quotation is required to be on the Letterhead of the Supplier / Manufacture, is to be dated, referenced and signed, and is to provide clear reference to the tender number or unambiguously indicate the relevant component.
- 1.3 The Tenderer is required to clearly reference each item quoted to the respective Tender Item Number indicated in C.4 Price Schedule by completing Table F.1 (G).1 below.

Table F.1 (G).1: Price Schedule information for Imported Goods or Components - Manufacturers/Suppliers Price List(s)/Quotation

Price List Information			
Manufacturer/ Supplier Name	Price List/Quotation Date.	Price List/Quotation Reference Number	Pricelist applicable to Items as per C.4 Price Schedule

- 1.4 During the contract period, the Tenderer (now Supplier) must submit the request for price adjustment based on increases in pricelists of manufacturers/suppliers prior to the effective date of the increase in the pricelist.
- 1.5 The effective date of any price adjustment granted will be the first day of the month following the month during which the fully substantiated application for contract price adjustment is submitted or, by agreement between the Tenderer/Supplier and the CCT, a subsequent date on which the price adjustment will become effective.
- 1.6 In instances where the Supplier's price adjustment claimed is less than entitled, the lesser price will be accepted.
- 1.7 Only the difference in source supplier / manufacturer pricelist (actual cost, not percentage) may be adjusted and under no circumstances may the Tenderer/Supplier increase their profit margin.
- 1.8 The Tenderer/Supplier shall, when submitting claims for contract price adjustment, submit all of the documentation indicated below a minimum of two weeks prior to the effective date of the contract price adjustment:
 - a) Copies of price lists upon which original tender prices were based (refer to Clause 1.2, Table F.1 (G).1 above) clearly indicating the item(s) according to C.4 Price Schedule.
 - b) The new price list (*from the same Supplier / Manufacturer as originally tendered*) on the relevant manufacturer/suppliers letterhead (with pamphlets, brochures and e-mail communication) clearly indicating the item(s) according to C.4 Price Schedule.

c) Submit detailed calculations indicating how the “new” price is calculated. The calculations must be submitted in Excel, together with a signed, “PDF” version of the Excel spreadsheet. The example below – Table F.1(G).2, is what is required.

d) A covering letter on the Supplier’s letterhead requesting the CPA with the effective date of the claim.

1.9 The CCT will consider the request and either refer the request back for correction or additional information or approve the request.

1.10 The CCT will assess such pricelist based CPA claims and will only approve such claims that are confirmed to be reasonable and market related with reference to the source pricing information provided with the tender and with the CPA application

1.11 Approval of the CPA request including confirmation of the effective date, will be communicated to the Supplier in writing. The effective date will be as per clause 1.3 above.

1.12 The successful Tenderer/Supplier shall immediately upon notification of the commencement date of contract submit written application for approval of any adjusted unit prices for the Goods that may have been notified by the Supplier / Manufacturer of the Goods, together with the required supporting documentation. This application will be assessed in accordance with the process laid out above in order to determine approved contract prices at the commencement of the contract.

1.13 Failure to submit such application within two working weeks of commencement of contract shall result in the tendered unit prices being applied for initial orders placed following commencement of the contract.

1.14 In the event of a Supplier changing their Supplier / Manufacturer during the tenure of the contract, no request for price variations will be considered unless the Supplier has obtained prior approval from the City for the change of Supplier / Manufacturer. Such approval shall include technical approval by the Engineer of the goods supplied by the replacement Supplier / Manufacturer. Technical approval by the Engineer shall be a prerequisite for any change of Supplier / Manufacturer.

Table F.1(G).2 – Pro Forma Table for Adjustments in price for Imported Goods or Components - Manufacturers/Suppliers Price List(s)/Quotation

C.4 Price Schedule Item No.	Original Tender Price	Previous and New Price List Information					New Contract Price (Excl. VAT)
		Manufacturer/ Supplier	Material no.	Price as per previous Manufacturer/ Supplier Price List (Excl. Vat) Price List Date: _____	Price as per new Supplier/ Manufacturer Price List (Excl. Vat) Price List Date: _____	Difference between the previous and new manufacturer Price list (C)-(B)	
				(B)	(C)	(D)	(A)+(D)

OR

2. **Supplier Price List Variations for Suppliers Supplying Goods Imported by Another Party**

- 2.1 The Tenderers (now Supplier) that are not the direct importer of the manufactured goods/components, and intend to purchase the goods from another supplier who in turn is importing the goods, may apply for Supplier / Manufacturer Pricelist / Quotation based CPA imported by a another Party.
- 2.2 In such cases the Tenderer is required to submit with his tender a copy of the original Supplier / Manufacturer Pricelist / Quotation upon which his tender prices are based. Such pricelist / Quotation is required to be on the Letterhead of the Supplier / Manufacture, is to be dated, referenced and signed, and is to provide clear reference to the tender number, exchange rate on which the quote is based and is required to clearly reference each item quoted to the respective Tender Item Number indicated in C.4 Price Schedule.
- 2.3 The tenderer shall further confirm the Manufacturer / supplier, Quotation date, exchange rate at date of quote and reference number and applicable tender Items by completing Table F.1(G).3 below.

Table F.1 (G).3: Price Schedule information for Imported Goods or Components, imported by Another Party Manufacturers/Suppliers Price List(s)/Quotation

Price List Information				
Manufacturer/ Supplier Name	Price List/Quotation Date.	Price List/Quotation Reference Number	Exchange Rate on which quote is based	Pricelist applicable to Items as per C.4 Price Schedule
			_____1 : Rand _____	
			_____1 : Rand _____	
			_____1 : Rand _____	
			_____1 : Rand _____	

- 2.4 During the contract period, the Tenderer (now Supplier) must submit the request for price adjustment based on increases in pricelists of manufacturers/suppliers within seven calendar days of the date of the purchase order date.
- 2.5 The price adjustment claim will be fully substantiated and the approval will be limited to the relevant Purchase Order.
- 2.6 In instances where the Supplier's price adjustment claimed is less than entitled, the lesser price will be accepted.
- 2.7 Only the difference in source supplier / manufacturer pricelist (actual cost, not percentage) may be adjusted and under no circumstances may the Tenderer/Supplier increase their profit margin.
- 2.8 The Tenderer/Supplier shall, when submitting claims for contract price adjustment, submit all of the documentation indicated below a minimum of seven (7) days from date of purchase order:
 - a) Copies of price lists upon which original tender prices were based (refer to Clause 2.2, Table 2 above) clearly indicating the item(s) according to C.4 Price Schedule.
 - b) The new price list (*from the same Supplier / Manufacturer as originally tendered*) on the relevant manufacturer/suppliers letterhead (with pamphlets, brochures and e-mail communication) clearly indicating the item(s) according to C.4 Price Schedule.

- c) Submit detailed calculations indicating how the “new” price is calculated.
- d) A covering letter on the Supplier’s letterhead requesting the CPA with the effective date of the claim.

2.9 The CCT will consider the request and either refer the request back for correction or additional information or approve the request.

2.10 The CCT will assess such pricelist based CPA claims and will only approve such claims that are confirmed to be reasonable and market related with reference to the source pricing information provided with the tender and with the CPA application

2.11 Approval of the CPA request for the relevant Purchase Order (refer to clause 2.5 above), will be communicated to the Supplier in writing.

Schedule F.2: 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 excuson 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 F.3: 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
-----	--	--	----

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
-----	--	--	----

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
-----	--	--	----

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 CCT of any other remedies available to it.

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

Date

Schedule F.4: Preference Points Claim Form In Terms Of the Preferential Procurement Regulations 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

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

[Delete whichever is not applicable for this tender]

The applicable preference point system for this tender is the 90/10 preference point system.

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

The following definitions shall apply to this schedule:

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 or 90/10

Or

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

POINTS AWARDED FOR PRICE

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

80/20 or 90/10

Or

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

5. POINTS AWARDED FOR SPECIFIC GOALS

5.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/documentation stated in the conditions of this tender:

5.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	To be Completed by the Organ of State	To be Completed by the Tenderer
	Number of points Allocated (90/10 system)	Number of points claimed (90/10 system)
Gender	3	
Race	3	
Disability	1	
Promotion of Micro and Small Enterprises	3	

DECLARATION WITH REGARD TO COMPANY/FIRM

5.3 Name of company/firm.....

5.4 Company registration number:

5.5 TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 4.1 and 4.2, the Supplier may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or Supplier, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

<i>Signature of Tenderer</i>	<i>Date</i>	<i>Name and Surname</i>	<i>Address</i>
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For official use.

SIGNATURE OF CCT OFFICIALS AT TENDER OPENING		
1.	2.	3.

Schedule F.5: 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 (CCT) during the previous twelve (12) months, or
 - 1.4 from an entity who has employed a former CCT employee who was at a level of T14 or higher at the time of leaving the CCT's employ and involved in any of the CCT's bid committees for the bid submitted, if:
 - 1.4.1 the CCT employee left the CCT's employment voluntarily, during the previous twelve (12) months;
 - 1.5 a person who was a CCT employee, or an entity that employs a CCT employee, if
 - 1.5.1 the CCT employee left the CCT's employment whilst under investigation for alleged misconduct, or
 - 1.5.2 was facing disciplinary action or potential disciplinary action by the CCT, or
 - 1.5.3 was involved in a dispute against the CCT during the previous thirty six (36) months.
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 CCT 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 CCT at a level of T14 or higher at the time they left the employ of the CCT, and who was involved in any of the CCT'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 CCT of any other remedies available to it.

 Signature

Print name: _____

Date _____

On behalf of the tenderer (duly authorised)

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

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

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

Schedule F.6: 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 CCT, please contact the following:

The CCT'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 CCT of any other remedies available to it.

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

 Date

Schedule F.7: 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>	<input type="checkbox"/>	<input type="checkbox"/>
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>	<input type="checkbox"/>	<input type="checkbox"/>
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>	<input type="checkbox"/>	<input type="checkbox"/>
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"/>
2.5.1	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 CCT of any other remedies available to it.

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

 Date

Schedule F.8: Authorisation for the Deduction of Outstanding Amounts Owed to the CCT

To: THE CITY MANAGER, City of Cape Town

From: _____
(Name of tenderer)

RE: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CCT

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;

Physical Business address(es) of the tenderer	Municipal Account number(s)	Inside the CCT municipal boundary (Yes/No)

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)	Inside the CCT municipal boundary (Yes/No)

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 CCT of any other remedies available to it.

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

Date

Schedule F.9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender number **132S/2025/26 - PROVISION OF AUTO ELECTRICAL REPAIRS, INCLUSIVE OF SUPPLY AND FITMENT OF BATTERIES, LED LIGHTING AND EMERGENCY VEHICLE SIRENS** in response to the tender invitation made by THE CCT, 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/o/r may be reported to the National Prosecuting Authority (NPA) for criminal investigation, and/o/r 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

Print name:

On behalf of the tenderer (duly authorised)

Date

(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 F.10: Proposed Deviations And Qualifications By Tenderer

The Tenderer should record any **proposed** deviations or qualifications they may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such proposed deviations and qualifications in a covering letter attached to his tender and reference such letter in this schedule. Any proposed deviations or qualifications contained in a covering letter which is not referenced in this schedule will not be considered.

The Tenderer's attention is drawn to clause 2.3.7.2 of the Standard Conditions of Tender referenced in the Tender Data regarding the CCT's handling of material deviations and qualifications.

If no deviations or qualifications are proposed, the schedule hereunder is to be marked NIL and signed by the Tenderer.

List relevant documentation attached in Schedule F.10 below.

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

Date

Schedule F.11: List of Other Documents Attached By Tenderer

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

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

Attach additional pages if more space is required.

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

Date

Schedule F.12: Record of Addenda to Tender Documents

We confirm that the following communications received from the CCT 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.

Signature

Print name:

On behalf of the tenderer (duly authorised)

Date

Schedule F.13: Information to Be Provided With the Tender

The following information **must** be provided with the Tender Submission:

Addendum	Description	Attach Proof			
A	Staff Qualifications and Experience (minimum 2 years post qualification)	Qualifications and applicable training certificates to be attached			
B	Tooling and Equipment	<div style="text-align: center;"> <p>Do you invoke clause 36 of the Special Conditions of contract (indicate by ticking Yes / No)</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center; padding: 2px;">Yes</td> <td style="text-align: center; padding: 2px;">No</td> </tr> </table> </div>		Yes	No
Yes	No				
C	Proof of permanent Employment of staff listed in Addendum A	<p>Provide (valid) proof of permanent Employment of staff (dated and signed by both parties, clearly stating position held), SEE Addendum C for SAMPLE</p>			
D	Preferred Area	<p>Tenderer to indicate their preferred area by using numbers 1 to 4, with 1 being the most preferred area and 4 being their least preferred area.</p>			
N/A	Proof of conformance for LED Lighting and emergency vehicle sirens	<p>Submit product specification/datasheet from the manufacturer that clearly indicates the product's conformance to the standards stipulated in the clauses to follow.</p> <p>Or</p> <p>Submit formal Letter from the product manufacturer clearly stating the product conforms to the standards stipulated in the clauses to follow.</p>			
N/A	MIBCO registration	<p>Tenderers must provide valid MIBCO compliance certificates from the relevant bargaining council / proof of registration / proof that registration is in progress</p>			

Addendum A
Staff Qualifications

NAME and SURNAME	ID NUMBER	TRADE/ POSITION/ QUALIFICATION	POST QUALIFICATION EXPERIENCE (NOT LESS THAN 2 YEARS)				
			Start Date:	End/current Date:	Company Name	Position Held	Reference Contact Number
Example: Nikolas Tesla	5607105234084	Auto Electrician/ (trade tested in December 1873)	01/10/1882	30/09/1884	Tesla Coil	Auto Electrician	082 123 4567
			01/10/1884	30/09/1887	Edison Machines	Auto Electrician	072 123 4567
			01/10/1887	31/10/1891	Westinghouse	Auto Electrician	062 123 4567
			01/11/1891	current	Continental Edison	Auto Electrician	083 123 4567
			/ /	/ /			
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TENDER NO: 132S/2025/26

NAME and SURNAME	ID NUMBER	TRADE/ POSITION/ QUALIFICATION	POST QUALIFICATION EXPERIENCE (NOT LESS THAN 2 YEARS)				
			Start Date:	End Date:	Company Name	Position Held	Reference Contact Number
			/ /	/ /			
			/ /	/ /			
			/ /	/ /			
			/ /	/ /			
			Start Date:	End Date:	Company Name	Position Held	Reference Contact Number
			/ /	/ /			
			/ /	/ /			
			/ /	/ /			
			/ /	/ /			
			Start Date:	End Date:	Company Name	Position Held	Reference Contact Number
			/ /	/ /			
			/ /	/ /			
			/ /	/ /			
			/ /	/ /			

(tenderer can duplicate the above page, should further space be required)

It is the successful Tenderers responsibility to adjust resources i.e. qualified staffing compliments, facilities and vehicles etc. to meet fluctuating operational demands, covering the operational demand to conform to the specified service delivery requirements of this contract. In this regard appropriately qualified subcontractors may be utilised. The tendered rates are still applicable.

SIGNED ON BEHALF OF TENDERER:

Addendum B: Tooling and Equipment Requirements

The following tools and equipment must be in place for the duration of the contract. All tools and equipment may be inspected at Technical Assessment stage. Any tools not found during the physical assessment must be made available for final inspection or relevant proof must be submitted before commencement of contract.

Please complete the relevant spaces below, providing make and model information if applicable. Provide an alternative option if applicable.

General Auto electrical Tooling	Acceptable Alternative Option in place? Description	Make or model Name	Comments
Amp Meter (100+ Amps) DC			
Battery Charger (30 Amps) DC			
Battery Load Tester 12/24 V DC			
Bearing Puller & Press (Hand Held)			
Bench Grinder & Buffer Combination			
Booster Cables minimum 35mm square DC 7m length			
Carpet & Seat Covers			
Compressor and gauges			
Creepers			
Fender Covers			
Hand Held Electric Drilling Machine + Drill Bits			
Hydrometer (Acid Density Tester)			
Lead Lamps			
Micrometers			
Minimum Tools – Per Main Agreement (See Attached List)			
Multi-Meters			
Regulator Tester (Electronic)			
Soldering Irons (1 X Small + 1 X Large)			
Stethoscope			
Test Lamp			
Timing Light			
Trestle X 4			
Trolley Jack X 1			
Vernier			
Voltmeter (36v)			
Work Bench & Vices			

SIGNED ON BEHALF OF TENDERER:

Auto-electrical artisan tools per Artisan submitted			
General Auto electrical Tooling	Acceptable Alternative Option in place? Description	Make or model Name	Tools to be in place at time of Assessment
Hammers			
Large Screwdriver			
Medium Screwdriver			
Set Phillips screwdrivers			
Pair multigrip pliers			
Pair side cutting pliers, 150 mm			
Pair gas pliers, 150 mm			
Longnose pliers, 150 mm			
Set socket wrenches, 15.5 mm to 25 mm			
Set combination spanners, 6 mm to 25 mm			
Set spanners, 6 mm to 25 mm			
Shifting spanners, 150 mm and 250 mm			
Set of three small chisels			
Set pin punches, small			
Small brace			
Centre punch			
Pair wire trimming cutters			
Hacksaw frame			
Vernier, 150 mm			
Small service socket kit, 1/4" driver, 4 mm to 12 mm			
Pair Scissors			
Set drills, steel 1 mm to 10 mm			
Steel rule, 300 mm			
Half round file, 150 mm			
Round file, 150 mm			
Flat file, 150 mm			
Thread file			
Spark plug sockets, 16 mm and 21 mm			

SIGNED ON BEHALF OF TENDERER:

Automotive Air-conditioning Equipment and Tools SANS 10250 (extract)	Acceptable Alternative Option in place? Description	Make or model Name	Tools to be in place at time of assessment
Recovery, Recycling and Regassing Specialised Machine Bosch ACS 251, Zell GT-AC1000, WAEKO ASC 2500G or equivalent.			
Springlock Tool Set			
Flushing Kits			
Portable Flushing Machines			
Charging Hoses			
Manifold Gauge Sets with Hoses			
UV Dyes			
Vacuum Pumps			
Vacuum & Regassing Trolley Stations			
Refrigerant Gas R134A			
Additional Equipment			

ADDENDUM C – SAMPLE OF AN ACCEPTABLE PROOF OF EMPLOYMENT (EMPLOYMENT AGREEMENT OR MOST RECENT PAYSILP)

Employment Agreement
 Between Continental Edison Company and Mr. Nikola Tesla
 Dated this 1st day of November, 1882, Paris, France

1. Parties

This Agreement is entered into between Continental Edison Company, a corporation duly organized under the laws of France, hereinafter referred to as "the Company," and Mr. Nikola Tesla, an engineer of Austrian nationality, hereinafter referred to as "the Employee."

2. Position and Duties

The Employee shall serve the Company in the capacity of Auto Electrician, and shall apply his full skill and industry toward:

- The design, development, and improvement of electrical apparatus and machinery,
- The study and application of alternating and direct current systems,
- The rendering of technical advice and the preparation of patents as the Company may require.

The Employee shall faithfully observe all instructions given by the Directors of the Company and shall devote his full time and effort to the advancement of its business.

3. Term of Service

The Employee agrees to commence service on November 1, 1891, and to remain in the employ of the Company for an indefinite period, subject to the termination provisions herein.

4. Compensation

In consideration of his services, the Company agrees to remunerate the Employee as follows:

- A monthly salary of [REDACTED], payable in arrears on the last day of each month,
- Reimbursement of reasonable expenses incurred in the discharge of his duties,
- Additional rewards or bonuses may be granted at the discretion of the Company for inventions or innovations deemed of exceptional value.

5. Inventions and Discoveries

All inventions, discoveries, or improvements relating to electrical machinery or systems conceived by the Employee during the course of his employment shall become the property of the Company, and the Employee agrees to execute such documents as may be necessary to secure patents in the Company's name.

6. Confidentiality

The Employee shall keep in strict confidence all matters of a technical or commercial nature pertaining to the Company, and shall not disclose the same to any third party without express written consent.

7. Termination of Employment

This Agreement may be terminated by either party upon giving three months' notice in writing. The Company reserves the right to terminate the Agreement immediately in the event of gross misconduct or willful neglect of duty.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of France.

9. Execution

In witness whereof, the parties hereto have executed this Agreement on the date first written above.

For Continental Edison Company

Dated: 01/11/1891

[Signature]

Charles Batchelor, Managing Director



Employee

Dated: 01/11/1891

[Signature]

Nikola Tesla



**NB! Contract must be
Valid, Dated and
Signed By Both
Parties**

Continental Edison Company

Employee:

Nikola Tesla

Date: September 2025

Position: Chief Electrical
Engineer

Advanced
Energy Systems

Department:

\$25,000.00

Gross Pay:

\$25,000.00

Deductions:

\$3,500.00

Net Pay:

\$21,500.00

Verified by Thomas Edison



ADDENDUM D – PREFERRED AREA

Tenderer to indicate their preferred area.

AREAS See Appendix C (Area Maps)	PREFERRED AREA			
Northern Area (includes the Voelvlei Dam Water Treatment Plant)	1	2	3	4
Southern Area	1	2	3	4
Western Area	1	2	3	4
Eastern Area (includes the Steenbras and Wemmershoek Water Treatment Plants)	1	2	3	4

The Tenderer shall indicate his or her preferred areas by assigning a ranking number from 1 (most preferred) to 4 (least preferred). Each ranking number (1, 2, 3, and 4) may be used **only once**. The Tenderer may not assign the same ranking number to more than one area. Any tender submission that fails to comply with this requirement may be deemed non-responsive and disqualified from further evaluation.

Schedule F.14: Appeal Application

annexure 'B'

OFFICIAL RECEIPT
(Valid only if printed
by official cash
receiving machine)

IRISITI ESESIKWENI
(Isemthethweni kuphela
xa ishicilelw
ngumatshini wokukhupa
irisiti osesikweni.)

AMPTELIKE KWITANSIE
(Geldig alleenlik indien deur
amptelike kontantvangs
masjien gedruk.)

GL DATA CAPTURE RECEIPT
(CASHIERTO RETAIN A COPY)

RECEIPT NO: _____

DATE: _____

SAP GL:

8 | 1 | 0 | 1 | 0 | 0

PROFIT CENTRE:

1 | 3 | 0 | 5 | 0 | 0 | 0 | 1

NAME/COMPANY NAME:

AMOUNT:

R | 3 | 0 | 0 | - | 0 | 0

SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES: APPEALS UNIT

CONTACT PERSON: CHARLENE CEBEKHULU / MELANIE CLOETE

PHONE NO: 021 400 2503 / 021 400 3788

OFFICIAL RECEIPT
(Valid only if printed
by official cash
receiving machine)

IRISITI ESESIKWENI
(Isemthethweni kuphela
xa ishicilelw
ngumatshini wokukhupa
irisiti osesikweni.)

AMPTELIKE KWITANSIE
(Geldig alleenlik indien deur
amptelike kontantvangs
masjien gedruk.)

GL DATA CAPTURE RECEIPT
(CASHIERTO RETAIN A COPY)

RECEIPT NO: _____

DATE: _____

SAP GL:

8 | 1 | 0 | 1 | 0 | 0

PROFIT CENTRE:

1 | 3 | 0 | 5 | 0 | 0 | 0 | 1

NAME/COMPANY NAME:

AMOUNT:

R | 3 | 0 | 0 | - | 0 | 0

SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES: APPEALS UNIT

CONTACT PERSON: CHARLENE CEBEKHULU / MELANIE CLOETE

PHONE NO: 021 400 2503 / 021 400 3788

CIVIC CENTRE IZIKO LOLUNTU BURGERSENTRUM
12 HERTZOG BOULEVARD CAPE TOWN 8001 P O BOX 298 CAPE TOWN 8000
www.capetown.gov.za

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