

TENDER DOCUMENT GOODS AND SERVICES		 <div>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</div>	
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager		
		Version: 9.1	Page 1 of 141

TENDER NO: 110S/2023/24

TENDER DESCRIPTION: SERVICING, DIAGNOSTIC TESTING, FAULT FINDING AND REPAIRS OF THE CITY OF CAPE TOWN'S HEAVY PLANT COMMONLY NAMED AS "YELLOW PLANT".

CONTRACT PERIOD: FROM DATE OF COMMENCEMENT OF CONTRACT NOT EXCEEDING 28 FEBRUARY 2028

VOLUME 1: TENDERING PROCEDURES

CLOSING DATE: 31 January 2024

CLOSING TIME: 10:00 a.m.

TENDER BOX
NUMBER: 126

TENDER FEE:

R200-00 Non-refundable tender fee payable to City of Cape Town (CCT) for a hard copy of the tender document. This fee is not applicable to website downloads of the tender document.

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

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

TENDER SERIAL NO.:

SIGNATURES OF CITY OFFICIALS
AT TENDER OPENING

1

2

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VOLUME 1: THE TENDER

(1) GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	17 November 2023
SITE VISIT/CLARIFICATION MEETING	:	09h00 on 30 November 2023 (Not compulsory but strongly recommended.)The meeting will be an online meeting via the following skype link: https://meet.capetown.gov.za/lihle.cetywayo/9FMQRRQ3
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	Online/virtual meeting via Skype for Business
TENDER BOX & ADDRESS	:	Tender Box as per front cover at the Tender &Quotation Boxes Office , 2 nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.
	:	The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement "TENDER NO. 110S/2023/24: SERVICING, DIAGNOSTIC TESTING, FAULT FINDING AND REPAIRS OF THE CITY OF CAPE TOWN'S HEAVY PLANT COMMONLY NAMED AS "YELLOW PLANT" ., the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer's responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.

CCT TENDER REPRESENTATIVE

Name: Lihle Cetywayo

Email: Lihle.Cetywayo@capetown.gov.za

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

(2) CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

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

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

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

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

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

2.1.2 Interpretation

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

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

2.1.3 Communication during tender process

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

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

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

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

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

2.1.5 Procurement procedures

2.1.5.1 General

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

The CCT intends to appoint a panel of Service Providers for the City of Cape Town Heavy Plant as per Annexure 13A for the allocation of work. If insufficient responsive bids are received, the CCT reserves the right not to appoint a tenderer at all.

Only those tenderers that have met the requirements of the Tender conditions, by following all pertinent instructions, will be recommended for award to the Panel of Service Providers.

Refer to clause 6.4 of the Specification for the Work Allocation methodology.

The contract period shall be from the commencement date of the contract not exceeding 36 months

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will **not** be followed.

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

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

2.1.5.3 Nomination of Standby

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

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

2.1.6.1 Disputes, objections, complaints and queries

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

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

2.1.6.2 Appeals

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

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

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

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

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

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

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

Via fax at: 021 400 5963 or 021 400 5830

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

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

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

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

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

Via fax at: 086 202 9982

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

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

The Employer, its employees, representatives and sub-contractors may, from time to time, Process the Contractor's and/or its employees', representatives' and/or sub-contractors' Personal Information, for purposes of, and/or relating to, the tender, this agreement, for research purposes, and/or as otherwise may be envisaged in the Employer's Privacy Notice and/or in relation to the Employer's Supply Chain Management Policy or as may be otherwise permitted by law. This includes the employers due diligence assurance provider and the Appeal Authority

2.1.6.7 Compliance to the City's Appeals Policy.

"In terms of the City's Appeals Policy, a fixed upfront administration fee will be charged. In addition, a surcharge may be imposed for vexatious 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. Alternatively, via EFT into the City's **NEDBANK** Account: **CITY OF CAPE TOWN** and using Reference number: **198158966**. You are required to send proof of payment when lodging your appeal.*

Should the payment of the administration fee of R300.00 not be received, such fee will be added as a Sundry Tariff to your municipal account.

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

2.1.7 City of Cape Town Supplier Database Registration

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

Tenderers who wish to register on the City of Cape Town's Supplier Database may collect registration forms from the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor

(Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5). Registration forms and related information are also available on the City of Cape Town's website www.capetown.gov.za (follow the Supply Chain Management link to Supplier registration).

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

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

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

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

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

2.2 Tenderer's obligations

2.2.1 Eligibility Criteria

2.2.1.1 Tenderers are obligated to submit a tender offer that complies in all aspects to the conditions as detailed in this tender document. An 'acceptable' tender must 'COMPLY IN ALL' aspects with the tender conditions, specifications, pricing instructions and contract conditions.

2.2.1.1.1 Submit a tender offer

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

2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

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

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

2.2.1.1.3 Compulsory clarification meeting

Not applicable.

2.2.1.1.4 Minimum score for functionality

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

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

Evaluation Criteria	Weightings	Points	Maximum Score
1. Company Experience The tenderer must have relevant company experience in heavy/construction plant assets repairs and diagnostics identified in this tender and submit a list of contracts and or projects successfully done in the last three (3) years. Complete Schedule 13B Refer to clause 5.1 of the Specification for a detailed explanation	<ul style="list-style-type: none"> - More than 3 years relevant experience - More than 2 less than 3 years relevant experience - 1 - 2 relevant experience - Less than 1 year relevant experience, 	34 points 30 points 25 points 0 points	34
2. Key Personnel The tenderer must have trade tested artisan/s, with each artisan having a minimum of 2 years post-qualification relevant experience in heavy/construction plant assets repairs and diagnostics identified in this tender. In this context the word “artisan” mean Mechanical: Diesel/Earthmoving/Construction Plant Mechanic/ Heavy Plant Artisans. Artisans must be in full time employment at time of bid submission and for the duration of the contract CVs and trade-test qualifications of the artisans to be provided and attached on Schedule 13C. Refer to clause to clause 5.2 of the Specifications for a detailed explanation	<ul style="list-style-type: none"> - More than 3 artisans with relevant qualification and post qualification experience - 3 artisans with relevant qualification and post-qualification experience - 1 - 2 artisan with relevant qualification and post-qualification experience - Artisan with no relevant qualification and post-qualification experience 	33 points 30 points 25 points 0 points	33
3. Field Vehicles It is expected that the tenderer will have equipped, roadworthy, adequately sized and properly branded panel van's or light delivery vehicles suitable for field service work at start of contract. The field service vehicle may be owned or leased. Complete Schedule 13D Refer to clause to clause 5.10 of the Specifications for a detailed explanation	<ul style="list-style-type: none"> - More than 3 vehicles - 3 vehicles - 1- 2 vehicles - No vehicles 	33 points 30 points 25 points 0 points	33

The minimum qualifying score for functionality is **70** out of a maximum of **100**.

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

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

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

2.2.1.1.4.1 Company Relevant Experience

The tenderer must have experience in heavy/construction plant assets repairs and diagnostics identified in this tender and submit a list of contracts and or projects successfully done in the last three (3) years, detailing the name of company where work was performed as well as the details of experience to repair, diagnose, service and/or maintain heavy/construction plant assets and must complete SCHEDULE 13 B: COMPANY RELEVANT EXPERIENCE outlining all maintenance and/or repair of equipment similar to that required by this specification.

Refer to clause to clause 5.1 of the Specifications for a detailed explanation.

2.2.1.1.4.2 Key Personnel

It is a requirement that the tenderer must have trade tested artisan/s, with each artisan having a minimum of 2 years post-qualification relevant experience in heavy/construction plant assets repairs and diagnostics identified in this tender. In this context the word “artisan” mean Mechanical: Diesel/ Earthmoving /Construction Plant Mechanic/ Heavy Plant trade tested artisans. The tenderer must complete SCHEDULE 13C: STAFF DETAILS AND SKILLS and list the key personnel and attach a detail CV of each artisan together with certificates of their qualifications (Mechanical: Diesel/ Earthmoving /Construction Plant/ Heavy Plant Artisans).

Refer to clause to clause 5.2 of the Specifications for a detailed explanation

2.2.1.1.4.3 Field Service Vehicle(s)

It is expected that the tenderer will have an equipped, roadworthy, adequately sized and properly branded panel van's or light delivery vehicles suitable for field service work at commencement of contract. For evaluation purposes, the field service vehicle/s may be owned or leased and evidence as below be provided.

- a. For owned vehicles, tenderers must attached proof of ownership (only vehicle registration certificate will be accepted) in the tenderers name.
- b. For hired / leased vehicles tenderers must submit with the tender a valid leasing agreement signed by both parties stating that the vehicle/s type and will be available for the tenure of the contract.
- c. Where the vehicle needs to be procured, the City would need a letter of intent to purchase from the tenderer.

Tenderers must complete SCHEDULE 13D: FIELD SERVICE VEHICLE to list vehicle (s) available and to indicate if vehicles are owned or leased

Refer to clause to clause 5.10 of the Specifications for a detailed explanation

2.2.1.1.5 Provision of samples

Not applicable.

2.2.2 Cost of tendering

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

2.2.3 Check documents

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

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

2.2.4 Confidentiality and copyright of documents

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

2.2.5 Reference documents

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

2.2.6 Acknowledge and comply with notices

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

2.2.7 Clarification meeting

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

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

2.2.8 Seek clarification

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

2.2.9 Pricing the tender offer

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

2.2.10 Alterations to documents

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

2.2.11 Alternative tender offers

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

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

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

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

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

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

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

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

2.2.12 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2.13 Information and data to be completed in all respects

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

2.2.14 Closing time

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

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

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

2.2.15 Tender offer validity and withdrawal of tenders

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

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

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

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

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

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

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

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

2.2.17 Provide other material

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

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

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

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

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

2.2.18 Samples, Inspections, tests and analysis

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

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

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

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

2.2.19 Certificates

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

2.2.19.1. Broad-Based Black Economic Empowerment Documentation

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

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

2.2.19.2 Evidence of tax compliance

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant subject to the requirements of clause 2.2.1.1.2.h. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Clearance 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 also provide its Tax Compliance Status PIN number on the **Details of Tenderer** pages of the tender submission.

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

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

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

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

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

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

2.2.21 Claims arising from submission of tender

The tenderer warrants that it has:

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

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

2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

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

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

2.3.2 Issue Notices

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

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

2.3.3 Opening of tender submissions

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

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

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

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

2.3.4 Two-envelope system

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

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

2.3.5 Non-disclosure

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

2.3.6 Grounds for rejection and disqualification

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

2.3.7 Test for responsiveness

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

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

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

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

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

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

2.3.8 Arithmetical errors, omissions and discrepancies

2.3.8.1 Check the responsive tenders for:

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

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

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

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

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

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

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

2.3.9 Clarification of a tender offer

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

2.3.10 Evaluation of tender offers

2.3.10.1 General

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

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

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

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

2.3.10.2 Decimal places

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

2.3.10.3 Scoring of tenders (price and preference)

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

(This will be applicable to works assignments procured through the secondary process)

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

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

2.3.10.3.4 Applicable formula:**The 90/10 preference point system will apply to this tender.**

The 90/10 price/preference points system will be applied to the evaluation of responsive tenders including a Rand value above 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
<i>Persons, or categories of persons, historically disadvantaged- (HDI) by unfair discrimination on the basis of</i>			
1	Gender are women (ownership)* >75% - 100% women ownership: 3 points >50% - 75% women ownership: 2 points >25% - 50% women ownership: 1.5 points >0% - 25% women ownership: 0.5 points 0% women ownership = 0 points	3	<ul style="list-style-type: none"> Company Registration Certification Central Supplier Database report
2	Race are black persons (ownership)* >75% - 100% black ownership: 3 points >50% - 75% black ownership: 2 points >25% - 50% black ownership: 1.5 points >0% - 25% black ownership: 0.5 points 0% black ownership = 0 points	3	<ul style="list-style-type: none"> B-BBEE certificate; Company Registration Certification Central Supplier Database report
3	Disability are disabled persons (ownership)* WHO disability guideline >2% ownership: 1 point >0% - 2% ownership: 0.5 point 0% ownership = 0 points	1	<ul style="list-style-type: none"> Proof of disability Company Registration Certification
<i>Reconstruction and Development Programme (RDP) as published in Government Gazette</i>			
4	Promotion of Micro and Small Enterprises <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> <i>SME partnership, sub-contracting, joint venture or consortiums</i>	3	<ul style="list-style-type: none"> B-BBEE status level of contributor; South African owned enterprises; Financial Statement to determine annual turnover
	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 City'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 employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract
- c) has the legal capacity to enter into the contract,

- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing, complies with the legal requirements, if any, stated in the tender data, and
- e) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

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

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

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

2.3.12.5 The CCT reserves the right to nominate a standby bidder at the time when an award is made and in the event that a contract is terminated during the execution thereof, the CCT may consider the award of the contract, or non-award, to the 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		 <div>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</div>	
SUPPLY CHAIN MANAGEMENT			
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TENDER NO: 110S/2023/24

TENDER DESCRIPTION: SERVICING, DIAGNOSTIC TESTING, FAULT FINDING AND REPAIRS OF THE CITY OF CAPE TOWN'S HEAVY PLANT COMMONLY NAMED AS "YELLOW PLANT".

CONTRACT PERIOD: FROM COMMENCEMENT DATE NOT EXCEEDING 28 FEBRUARY 2028

VOLUME 2: RETURNABLE DOCUMENTS

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

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

VOLUME 2: RETURNABLE DOCUMENTS

(3) DETAILS OF TENDERER

1.1 Type of Entity (Please tick one box)

- ☐ Individual / Sole Proprietor
 ☐ Close Corporation
 ☐ Company
- ☐ Partnership or Joint Venture or Consortium
 ☐ Trust
 ☐ Other.....

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

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

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

(4) FORM OF OFFER AND ACCEPTANCE

TENDER NO: 110S/2023/24: SERVICING, DIAGNOSTIC TESTING, FAULT FINDING AND REPAIRS OF THE CITY OF CAPE TOWN'S HEAVY PLANT COMMONLY NAMED AS "YELLOW PLANT".

OFFER: (TO BE FILLED IN BY TENDERER):

Required Details (Please provide applicable details in full):

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

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

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

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

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

Signature(s)

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

Date

INITIALS OF CITY OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER NO: 110S/2023/24: SERVICING, DIAGNOSTIC TESTING, FAULT FINDING AND REPAIRS OF THE CITY OF CAPE TOWN'S HEAVY PLANT COMMONLY NAMED AS "YELLOW PLANT"

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

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

The terms of the contract are contained in:

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

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

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

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

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

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

FORM OF OFFER AND ACCEPTANCE (continued)**(TO BE FILLED IN BY THE CITY OF CAPE TOWN)****Schedule of Deviations****Notes:**

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

1 Subject

Details

.....

.....

2 Subject

Details

.....

.....

3 Subject

Details

.....

.....

4 Subject

Details

.....

.....

.....

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

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

(5) PRICE SCHEDULE

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

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

Pricing Instructions:

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

- 5.12 The provision of in-house (stock item) as per clause 5.9.11 of the specification will attract a zero (0%) handling fee, tenderers are to note this does not affect the trade discount they enjoy from their suppliers.
- 5.13 Service Providers do not have to tender for all types of heavy plant as further detailed in Schedule 13A: Type of Heavy Plant under Repair. Only select the items you wish to tender for.
- 5.14 In order to be deemed responsive, tenderers are to complete the below table in full.

Item	Description	Price Excluding VAT
1.1	Hourly labour rate	R
1.2	Field service call out fee	R
1.3	Buy-outs and/or handling fee % Mark up. (Maximum 8% allowed)%
1.4	In-house/Spares part % Handling fee	0.00%

INITIALS OF CITY OFFICIALS		
1	2	3

(6) SUPPORTING SCHEDULES**Schedule 1: Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums**

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

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

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

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

Schedule 2: Declaration for Procurement above R10 million

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

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

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

1.1 If YES, submit audited annual financial statements:

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

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

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

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

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

- 2.2 If YES, provide particulars:

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

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

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

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

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

(Please mark with X)

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

4.1 If YES, furnish particulars below.

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

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

 Date

Schedule 3: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

Definitions

The following definitions shall apply to this schedule:

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

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 90/10 PREFERENCE POINT SYSTEMS

A maximum of 90 points is allocated for price on the following basis:
90/10

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

90/10

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 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 the 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 the 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 the 90/10 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 the 90/10 preference point system is applicable, corresponding points must also be indicated as such.)

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)		Number of points claimed (90/10 system) (To be completed by the tenderer)	
Gender	3			
Race	3			
Disability	1			
Promotion of Micro and Small Enterprises	3			

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

For official use.

SIGNATURE OF CITY OFFICIALS AT
TENDER OPENING

1.

2.

3.

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

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

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

3.13.1 If yes, furnish particulars

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

3.14.1 If yes, furnish particulars

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

3.15.1 If yes, furnish particulars

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

3.16.1 If yes, furnish particulars

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

Full Name	Identity Number	State Employee Number

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

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

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

Date

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

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

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

Schedule 5: Conflict of Interest Declaration

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

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

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

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

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

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

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

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

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

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

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

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

Date

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

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

- 1 The tender offer of any tenderer may be rejected if that tenderer or any of its directors/members have:
- a) abused the municipality's / municipal entity's supply chain management system or committed any fraudulent conduct in relation to such system;
 - b) been convicted for fraud or corruption during the past five years;
 - c) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or Database of Restricted Suppliers.
- 2 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
2.1	<p>Is the tenderer or any of its directors/members listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <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>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <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>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <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 employer of any other remedies available to it.

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

 Date

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

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: _____
(Name of tenderer)

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

The tenderer:

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

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

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

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

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

Date

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

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

prior to the month upon which the price adjustment would become effective.

- 8.6 The CCT reserves the right to withhold payment of any claim for contract price adjustment while only provisional figures are available and until the final (revised) figures are issued by the relevant authority.
- 8.7 When submitting a claim for contract price adjustment a supplier shall indicate the actual amount claimed for each item. A mere notification of a claim for contract price adjustment without stating the new price claimed for each item shall, for the purpose of this clause, not be regarded as a valid claim.
- 8.8 The CCT reserves the right to request the supplier to submit auditor's certificates or such other documentary proof as it may require in order to verify a claim for contract price adjustment. Should the supplier fail to submit such auditor's certificates or other documentary proof to the CCT within a period of **30 (thirty) days** from the date of the request, it shall be presumed that the supplier has abandoned his claim.
- 8.9 The effective date of any price increases granted will be the date on which the abovementioned documentation/claim is submitted or, by agreement between the Contractor and the City, a subsequent date on which the price increase will be effective.
- 8.10 In instances where the Contractor's price claimed is less than entitled, the lesser price will be accepted.
- 8.11 The CCT reserves the right to apply the indices available at the date of the claim submitted by the Contractor.
- 8.12 **Process that will be followed:**
- Contractor submits all the documentation indicated above prior to the effective date of the variation.
 - The City will consider the variation and based on the documentary evidence, the City may approve the variation.

- Letters authorising the price variation will be communicated to the contractor indicating the effective date.
- All purchase orders for the contracted goods shall be issued at, and the Goods supplied, invoiced and paid for at the contract unit prices approved for that period and no further contract price adjustment claims will be considered, irrespective of the actual month of delivery and whether or not deliveries were subject to any manufacturing or delivery delays.
- All purchase orders from the effective date will be generated at the approved contract price. Purchase orders placed prior to the effective date will not be varied.

8.13 **Price Adjustment Mechanism:**

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

8.13.2 Subject to 8.11.1. Above, Contract Price Adjustment will be applicable as from commencement of the 13 month of the contract. Contractors shall be entitled to claim contract price adjustment as follows:

8.13.3 **10%** of the rate will remain fixed for the duration of the contract.

8.13.4 **90%** of the year on year rate will be subject to adjustment **annually** based on the average percentage of 12 months as published by STATSSA: Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates) as follows:

From start of 13th month to the end of the 24th month: Subject to contract price adjustment in accordance with the **Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates)**. **Base month** for the price adjustment shall be three (3) calendar months prior to the date of commencement. The **end month** shall be three (3) calendar months prior to the 12th month.

From start of 25th month to end of the C: Subject to the contract price adjustment in accordance with the **Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates)**. **Base month** for the price adjustment shall be three (3) calendar months prior to the 13th month. The **end month** shall be three (3) calendar months prior to 24th month.

The **average CPI percentage** will be calculated, the base month to the end month (both included) divided by the number of months.

Example:

The claim will be based on the **average** between the “base month” and the “end month” **e.g.:**
 $7+6+9+6 = 28$ $(28/4) = 7$ therefore the claim will be 7%.

Schedule 9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender **110S/2023/24: SERVICING, DIAGNOSTIC TESTING, FAULT FINDING AND REPAIRS OF THE CITY OF CAPE TOWN'S HEAVY PLANT COMMONLY NAMED AS "YELLOW PLANT"**. In response to the tender invitation made by THE CITY OF CAPE TOWN, do hereby make the following statements, which I certify to be true and complete in every respect:

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

That:

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

Signature

Date

Name (PRINT)

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

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

Schedule 10: Price Basis for Imported Resources

Not Applicable

Schedule 11: List of other documents attached by tenderer

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

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

Attach additional pages if more space is required.

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

 Date

Schedule 12: Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

Schedule 13: Information to be provided with the tender

The following information shall be provided **with** the Tender:

a. WORKSHOP PREMISES AND FACILITIES

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

Refer to clause 36 of the Special Conditions of Contract

Tenderers must indicate whether they intend on invoking this clause by ticking below:

Yes () No ()

b. TENDERERS ARE REQUIRED TO COMPLETE THE BELOW SCHEDULES IN FULL AND PROVIDE SUPPORTING DOCUMENTS WHERE REQUIRED.

FOR FUNCTIONALITY SCORING PURPOSES, BIDDERS MUST ENSURE THE INFORMATION REQUIRED IN SCHEDULE 13B - D IS SUBMITTED.

SCHEDULE 13	DESCRIPTION
A	FLEET ASSETS TENDERED FOR It is required that service providers examine the list of CCT assets in and then select those which match his / her area of expertise
B	COMPANY EXPERIENCE
C	KEY PERSONNEL Include CV and relevant qualifications
D	FIELD SERVICE VEHICLES A valid registration certificate (if owned) or Lease Agreement or Letter of intent to purchase (signed by both parties)

SIGNED ON BEHALF OF TENDERER:

SCHEDULE 13A - FLEET ASSETS UNDER REPAIR

The tenderer is required to examine the below asset list and select the items that match his / her area of expertise and will be tendering for.

MAKE	CATEGORY	TICK
AMMAN	Roller	
BELL	Landfill Compactor	
	Dumpers Articulated Dump Truck (ADT)	
	Water Tanker ADT	
	Container Carrier ADT	
	Hooklifts ADT	
	Wheel/ Front Endloader	
	Backhoe/Digger Loader	
	Dozer	
	Vibratory Soil Compactor (Drum Roller)	
	Tractor	
BENFORD	Dumper	
BOMAG	Compactor	
	Vibratory Soil Compactor (Drum Roller)	
CASE	Backhoe/Digger Loader	
	Tractor	
CATERPILLAR	Landfill Compactors	
	Dumper Articulated Dump Truck (ADT)	
	Container Carrier ADT	
	Backhoe/Digger loader	
	Dozer	
	Excavator	
	Wheel/ Front End Loaders	
	Grader	
	Skidsteer	
	Traxcavator	
	Vibratory Soil Compactor (Drum Roller)	
	Tractor	
DAVID BROWN	Tractor	

MAKE	CATEGORY	TICK
DEZZI	Container Carrier ADT	
	Dumper ADT	
	Wheel/ Front End Loader	
	Backhoe/Digger Loader	
FORD	Tractor	
JCB	Backhoe/Digger Loader	
	Front End Loader	
	Skidsteer	
	Excavator	
JOHN DEERE	Tractor	
KOMATSU	Backhoe/Digger Loader	
	Wheel/ Front End Loader	
	Dozer	
	Grader	
KUBOTA	Tractor	
LAMBORGINI	Tractor	
LANDINI	Tractor	
LIEBHERR	Wheel/ Front End Loader	
	Excavator	
MASSEY FERGUSON	Backhoe/Digger Loader	
	Wheel/ Front End Loader	
	Tractor	
MAVERICK MOTOR SPORT	Tractor	
MELEX	Tractor	
NEW HOLLAND	Tractor	
POLARIS	Tractor	
SAME SOLARIS	Tractor	
SILLA	Dumper	
URSUS	Tractor	
VIPAC	Vibratory Soil Compactor (Drum Roller)	
VOLVO	Excavator	
WINGET	Dumper	

SCHEDULE 13B – COMPANY RELEVANT EXPERIENCE

Tenderers are to complete the schedule detailing and demonstrating skills and experience in the repair and maintenance of Heavy/Construction Plant.
Refer to clause 5.1 of the Specifications

No.	COMPANY DETAILS (Name, Tel No. & Fax No.)	NATURE OF WORK PERFORMED /DETAILS OF PROJECT	START DATE (day/month/year)	COMPLETION DATE (day/month/year)	REFERENCE (Name & Contact No.)

*****If further space is required, the details can be provided on a separate sheet***

SCHEDULE 13C - KEY PERSONNEL

Tenderers are required to **provide evidence** (CVs and trade-test qualification) demonstrating the relevant qualification and 2 years post qualification experience of their key personnel (i.e.trade test artisans) to deliver the requirements of this tender. Refer to **clause 5.2 of the Specifications**.

NAME AND SURNAME	DESIGNATION	TECHNICAL QUALIFICATION	MAIN COMPETENCY AREA	EXP (YEARS)

**** If further space is required, the details can be provided on a separate sheet**

SCHEDULE 13D - FIELD SERVICE VEHICLES

The tenderer is to have at least one registered field maintenance vehicle for 24/7 breakdown services. Such vehicles may be owned, leased or letter of intent to purchase from a reputable business entity. **Refer to clause 5.10 of the Specifications**

VEHICLE MAKE / MODEL	OWNED / LEASED / INTENT TO PURCHASE	REGISTRATION NUMBER (if applicable)

******If further space is required, the details can be provided on a separate sheet***

SCHEDULE 13E - CHECKLIST

SCHEDULE 13	DESCRIPTION	Yes	No
B	COMPANY EXPERIENCE <ul style="list-style-type: none"> - Completed Schedule 13B – List of Projects detailing the experience in the repair and maintenance of Heavy/Construction Plant. 		
C	KEY PERSONNEL <ul style="list-style-type: none"> - Completed Schedule 13C listing the key personnel - Included detailed CVs of the artisans listed under Schedule 13C - Included relevant qualifications i.e. trade tests of the artisans listed 		
D	FIELD SERVICE VEHICLES <ul style="list-style-type: none"> - Provided valid registration certificate (if owned) of the vehicle/s listed under Schedule 13D - If not owned, provided a valid Lease Agreement signed by both parties - Letter of intent to purchase (signed by both parties) 		

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
		SUPPLY CHAIN MANAGEMENT	
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TENDER NO: 110S/2023/24

TENDER DESCRIPTION: THE SERVICING, DIAGNOSTIC TESTING, FAULT FINDING AND REPAIRS OF THE CITY OF CAPE TOWN'S HEAVY PLANT COMMONLY NAMED AS "YELLOW PLANT".

CONTRACT PERIOD: FROM COMMENCEMENT NOT EXCEEDING 28 FEBRUARY 2028

VOLUME 3: DRAFT CONTRACT

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

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

VOLUME 3: DRAFT CONTRACT

(7) SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

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

Add the following after Clause 1.25:

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

3. General Obligations

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

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

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

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

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

Add the following after clause 5.4:

- 5.5 Copyright of all documents prepared by the supplier in accordance with the relevant provisions of the copyright Act (Act 98 of 1978) relating to contract shall be vested in the purchaser. Where copyright is vested in the

supplier, the purchaser shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the contract and need not obtain the supplier's permission to copy for such use. Where copyright is vested in the purchaser, the supplier shall not be liable in any way for the use of any of the information other than as originally intended for the contract and the purchaser hereby indemnifies the supplier against any claim which may be made against him by any party arising from the use of such documentation for other purposes.

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

5.6 Publicity and publication

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

5.7 Confidentiality

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

5.8 Intellectual Property

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

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

5.8.3 The supplier shall, and warrants that it shall:

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

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

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

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

5.8.3.5 procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 5.8.3.1 to 5.8.3.3 above;

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

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

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

7. Performance Security

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

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

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

11. Insurance

Add the following after clause 11.1:

- 11.2 Without limiting the obligations of the supplier in terms of this contract, the supplier shall effect and maintain the following additional insurances:
- a) Public liability insurances, in the name of the supplier, covering the supplier and the purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **R20 million** for any single claim;
 - b) Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;
 - c) Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the bidder's broker or the insurance company itself (see **Proof of Insurance / Insurance Broker's Warranty** section in document for a pro forma version).
 - d) Professional indemnity insurance providing cover in an amount of not less than R5 million in respect of each and every claim during the contract period.
 - e) Defective Workmanship - necessary cover for completion of rework as well as damage to the City's property which results from the defective workmanship / components.
 - f) Motor Traders Policy (internal risks) - necessary cover for accidental damage to City of Cape Town vehicles whilst on the premises of the Vendor; Loss of or damage to vehicles (not owned by the Insured) whilst on the Insured Property including liability to a third party.
 - g) Motor Traders Policy (external risks) - necessary cover for accidental damage to City of Cape Town vehicles whilst away from the premises of the Vendor. Loss of or damage to vehicles (not owned by the Insured) whilst in the course of a journey including liability to a third party.

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

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

15. Warranty

Add to Clause 15.2:

- 15.2 This warranty for this contract shall remain valid for **as detailed in clause 6.15 of the Specifications** after the goods have been delivered.

16. Payment

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

- 16.1 Payment of invoices will be made within 30 days of receiving the relevant invoice or statement, unless otherwise prescribed for certain categories of expenditure or specific contractual requirements in accordance with any other applicable policies of the City. All completed invoices for goods and services will be paid on a weekly basis and construction related invoices will be paid daily.

Notwithstanding anything contained above, the City shall not be liable for payment of any invoice that pre dates the date of delivery of any goods or services, or the date of certification for construction works.

Should the processing of a payment be delayed due to the late submission of documentation, any penalties imposed will be for the account of the functional business area. Any queries will also be referred to such line department.

No official shall commit Council to making a payment outside the scheduled payment terms

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

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

Add the following after clause 16.4

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

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

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

17. Prices

Add the following after clause 17.1

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

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

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

REFER TO SCHEDULE 8

17.5 If price adjustment for variations in the cost of plant and materials imported from outside of South Africa is provided for in the contract, such adjustment shall be based on the information contained on the schedule titled **"Price Basis for Imported Resources"** and as below. For the purposes of this clause the Rand value of imported Plant and Materials inserted on the schedule titled **"Price Basis for Imported Resources"** (column (F)) shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate quoted by CCT's main banker, NEDBANK, on the Base Date (seven calendar days before tender closing date) rounded to the second decimal place (column(B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)).

17.5.1 Adjustment for variations in rates of exchange:

(a) The value in foreign currency inserted in column (A) shall be subject to clause (h) below when recalculating the Rand value.

(b) The rate of exchange inserted in column (B) shall be the closing spot selling rate quoted by Council's main banker, NEDBANK, on the Base Date, rounded to the second decimal place, subject to sub-paragraph (c) below.

(c) If the rate of exchange inserted by the Tenderer differs from the NEDBANK rate referred to above, then the NEDBANK rate shall apply and the Rand value in columns (C) and (F) shall be recalculated accordingly, without altering the price in the Price Schedule for the relevant items.

(d) If a tender from a supplier or sub-contractor provides for variations in rates of exchange, the Supplier may **only** claim for variations in rates of exchange if he binds the supplier or sub-contractor to the same provision to take out forward cover as described in sub-paragraph (e) below.

(e) The Supplier (or sub-contractor) shall within five working days from the date of placing a firm order on an overseas supplier, cover or recover forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported Plant and Materials inserted by the Tenderer on the scheduled titled **"Price Basis for Imported Resources"**.

(f) When the Supplier (or sub-contractor) so obtains forward cover, the Supplier shall immediately notify the CCT of the rate obtained and furnish the CCT with a copy of the foreign exchange contract note.

(g) Based on the evidence provided in sub-paragraph (f) above, the value in Rand inserted in column (C) of on the schedule titled **"Price Basis for Imported Resources"** shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in this clause shall be adjusted accordingly, subject to sub-paragraph (h) below.

(h) The adjustments shall be calculated upon the value in foreign currency in the Supplier's (or sub-contractor's) **forward cover contract**, provided that, should this value exceed the value in foreign currency inserted in column (A) of on the schedule titled **"Price Basis for Imported Resources"**, then the value in column (A) shall be used.

17.5.2 Adjustment for variations in customs surcharge and customs duty

(a) Any increase or decrease in the Rand value between the amounts of Customs Surcharge and Customs Duty inserted in on the schedule titled **"Price Basis for Imported Resources"** and those amounts actually paid to the Customs and Excise Authorities, which are due to changes in the percentage rates applicable or to the foreign exchange rate used by the authorities, shall be adjusted accordingly.

(b) The Tenderer shall state the Customs Duty Tariff Reference applicable to each item and the Supplier shall advise the CCT's Agent of any changes which occur.

17.5.3 Adjustment for variation in labour and material Costs

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

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

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

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

20. Subcontracts

Add the following after clause 20.1:

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

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

Delete clause 22.1 and replace with the following:

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the 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 as stated herein for each day of the delay until actual delivery or performance.

The penalty for this contract shall be as follows:

Description of transgressions	Penalties
Any form of fraudulent action.	Contract termination process to be followed (and possible restriction from CCT supplier list)
Poor cosmetic repair quality.	1 st - 3 rd Offence: Written warning and immediate rectification of poor quality. 4 th Offence: 1 month's work allocation suspension. 5 th Offence: Contract termination process to be followed.
Poor structural repair quality.	1 st Offence: Written warning and immediate rectification of poor structural repair quality. 2 nd Offence: Contract termination process to be followed.
Failure to achieve agreed turnaround time. Quotations – For call-outs, quotations must be delivered to the relevant department within 2 days (48 hours) of a call-out and for in –house repairs, within 4 hours from time of request.	Failure to timeously communicate <u>any</u> possible legitimate repair delays, which will negatively impact the City's ability to provided services and goods to the Metropole, will result in an Incident Performance review (over and above monthly reviews). A number of 3 (three) documented Incident negative performance reviews will result in the tenderer undergoing a twenty (20) Working day Restriction of receiving PO's in order to ensure compliance of processes. This restriction of the 20 days will not affect Works Orders already accepted, prior to sanction.
Failure to supply original copy detailed invoices for all goods / service supplied / rendered at time of invoicing (72 hours after completed work).	1 st - 3 rd Offence: Written warning and demand for omitted invoices. 4 th Offence: 1 month's work allocation suspension. This restriction of the 20 days will not affect Works Orders already accepted, prior to sanction

REFER TO ADDENDUM E FOR THE KEY PERFORMANCE INDICATORS.

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

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

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

Add the following after clause 23.7:

23.8 In addition to the grounds for termination due to default by the supplier, the contract may also be terminated:

23.8.1 Upon the death of the supplier who was a Sole Proprietor, or a sole member of a Close Corporation, in which case the contract will terminate forthwith.

23.8.2 The parties by mutual agreement terminate the contract.

23.8.3 If an Order has been issued incorrectly, or to the incorrect recipient, the resulting contract may be terminated by the purchaser by written notice

23.8.4 If a material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, non-transparent,

uncompetitive or not cost-effective, provided the City Manager follows the processes as described in the purchasers SCM Policy.

23.8.5 After providing notice to the supplier, if the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):

- 23.8.5.1 reports of poor governance and/or unethical behaviour;
- 23.8.5.2 association with known family of notorious individuals;
- 23.8.5.3 poor performance issues, known to the Employer;
- 23.8.5.4 negative social media reports; or
- 23.8.5.5 adverse assurance (e.g. due diligence) report outcomes..
- 23.8.5.6 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.

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

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

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

27. Settlement of Disputes

Amend clause 27.1 as follows:

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

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

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

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

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

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

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

28. Limitation of Liability

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

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

Add the following after clause 28.1:

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

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

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

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

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

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

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

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

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

32. Taxes and Duties

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

In this regard, it is the responsibility of the supplier to submit documentary evidence in the form of a valid Tax Clearance 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).

Add the following after clause 32.3:

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

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations.

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

36. WORKSHOP PREMISES AND FACILITIES

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

The service providers are to note that the information listed below is **not** intended to be a comprehensive list of the workshop requirements but rather what is expected of the workshop. **The City reserves the right to verify the information provided by the vendor.**

COMPANY NAME			
HEAD OFFICE ADDRESS			
WORKSHOP ADDRESS			
GPS CO ORDINATES	LONGITUDE		LATITUDE
ITEM		TICK	COMMENT
THE WORKSHOP			
Workshop floor area		m ²	
Fully enclosed workshop			
Concrete floor suitable for scope of work			
Maintenance Spares Store			
General repairs, welding, cutting area			
Machine shop section			
Spray area / booth for anti-corrosive treatment			
Driveline repair area			
Hydraulic repair area			
Hydraulic clean room			
Hydraulic hose manufacturing area			
Hydraulic oil store			
Engine Testing Area			
Undercarriage and Fabrication area			
Painting			
Tool store			
Battery charging bay			
FACILITIES			
Rest room / Staff / Client toilets			
HEALTH AND SAFETY			
Personal Protective Equipment Store			
Safety signage			
First Aid Kit			
TYPICAL IN HOUSE MACHINERY - IN SUPPORT OF A FULL RANGE OF REPAIRS AND MAINTENANCE INTERVENTIONS.			
Lathes, Milling machines			
Drill press, Bench Grinders			
Arc, CO2 and TIG welders			
Bending brakes, Guillotines			
Hydraulic hose crimping machines			
Hydraulic test bench			
Hydraulic press			
Overhead cranes, jib cranes			
ARTISAN / SKILLED WORKER TOOLS			
Tool box / cabinets with essential trade tools.			
SECURITY			
Security system in place			
ENVIRONMENTAL			
Waste Oil Bin			
Effluent to storm water prevented			
Effluent to sewer via working oil traps			
Oil spillage containment procedures – spill kits			
FIRE PROTECTION			
Fire Extinguishers			

37. BARGAINING COUNCIL

Service providers must be registered with the appropriate bargaining council pertaining to the type of undertaken in this tender, example MIBCO /MEIBC etc.

A registration certificate and/or a letter of good standing from the Bargaining Council concerned will be required by the City of Cape Town at commencement of contract.

(8) 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 so far as may be necessary for the purposes of such performance.

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

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

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

6. Patent rights

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

7. Performance Security

7.1 Within 30 (thirty) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

- 7.2 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:
- a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than 30 (thirty) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in the SCC.

8. Inspections, tests and analyses

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

9. Packing

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

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in the SCC.

11. Insurance

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

12. Transportation

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

13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services (if any) specified in the SCC:

- (a) performance or supervision of on-site assembly, and/or commissioning of the supplied goods;
- (b) furnishing of tools required for the assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in the SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications), or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for 12 (twelve) months after the goods, or any portion thereof, as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for 18 (eighteen) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in the SCC.

15.3 The purchaser shall notify the supplier promptly, in writing, of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in the SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

22. Penalties

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

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person is or was, in the opinion of the Accounting Officer/Authority, actively associated.

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

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

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

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidised import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall, on demand, be paid forthwith by the

contractor to the State, or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he or she delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him or her.

25. Force majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of Liability

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

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

29. Governing language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, licence fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act, Act 89 of 1998, as amended, an agreement between or concerted practice by firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.

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

(9) FORM OF GUARANTEE / PERFORMANCE SECURITY

NOT APPLICABLE

ANNEXURE**LIST OF APPROVED FINANCIAL INSTITUTIONS**

The following financial institutions are currently (as at 28 February 2023) approved for issue of contract guarantees to the City:

National Banks:

ABSA Bank Ltd.
FirstRand Bank Ltd.
Investec Bank Ltd.
Nedbank Ltd.
Standard Bank of SA Ltd.

International Banks (with branches in SA):

Barclays Bank plc.
Citibank n.a.
Credit Agricole Corporate and Investment Bank
HSBC Bank plc.
JP Morgan Chase Bank
Societe Generale
Standard Chartered Bank

Insurance companies:

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

(10) FORM OF ADVANCE PAYMENT GUARANTEE

NOT APPLICABLE

(10.1) ADVANCE PAYMENT SCHEDULE

NOT APPLICABLE

(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**AGREEMENT MADE AND ENTERED INTO BETWEEN THE CITY OF CAPE TOWN (HEREINAFTER CALLED THE "CCT") AND**

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

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

I, , representing

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

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

Witness

Mandatar

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

 Witness

 for and on behalf of
 City of Cape Town

(12) INSURANCE BROKER'S WARRANTY (PRO FORMA)Logo*Letterhead of supplier's Insurance Broker*

Date _____

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

Dear Sir

TENDER NO.: 110S/2023/24**TENDER DESCRIPTION:** THE SERVICING, DIAGNOSTIC TESTING, FAULT FINDING AND REPAIRS OF THE CITY OF CAPE TOWN'S HEAVY PLANT COMMONLY NAMED AS "YELLOW PLANT"

NAME OF SUPPLIER: _____

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

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

Yours faithfully

Signed: _____

For: _____ (Supplier's Insurance Broker)

(13) SPECIFICATION(S)**SERVICING, DIAGNOSTIC TESTING, FAULT FINDING AND REPAIRS OF THE CITY OF CAPE TOWN'S HEAVY PLANT COMMONLY NAMED AS "YELLOW PLANT"****PANEL TENDERS**

The technical specification contained in this tender document form part of a procedure adopted by the City of Cape Town for the future procurement of repair and maintenance services from service providers.

Service provider providing repair and maintenance services to the City of Cape Town must complete and submit this tender document in response to this tender request in order to become a panel member and to be considered for future repair and maintenance work requests from the City of Cape Town fleets.

The tenure of this panel tender will be from date of commencement until 28 February 2028 (not exceeding 36 months) after which new submissions from service providers will be required to be submitted through a competitive bidding process.

Successful tenderers who are responsive by virtue of valid tender document submissions shall be independently assessed on the level of compliance to various legal and technical criteria such as the Occupational Health and Safety Act, Environmental Acts and Municipal by laws and the level of technical expertise, staff and tooling and facilities the enterprise has available to supply the mechanical services as scoped in this tender.

It is a requirement of this tender that successful service providers in the panel demonstrate growth in their level of technical and legal compliance over the tenure of this contract. Failure to comply may result in work being suspended or may lead to a breach in contract.

1. INTRODUCTION TO TENDER

- 1.1. This tender calls for all current and emerging service providers interested in providing periodic servicing, diagnostic testing, fault finding and repairs of the city of cape town's heavy plant commonly named as "yellow plant".
- 1.2. The City of Cape Town has a variety of heavy plant items located at depots in the Western Cape. The inventory is depicted in Schedule 13A and tenderers are required to select those assets which match his / her area of expertise.

2. FLEET ASSETS UNDER REPAIR

The City of Cape Town fleet assets to be addressed by this tender are:

2.1. HEAVY PLANT ITEMS

The City of Cape Town's heavy plant inventory comprises (amongst other similar items) :-

- (a) Traxcavators
- (b) Excavators (Wheeled and Tracked)
- (c) Backhoe/Digger Loaders
- (d) Wheel/Front End Loaders
- (e) Skidsteers
- (f) Dozers
- (g) Graders
- (h) Vibratory Soil Compactors(Drum Roller)
- (i) Landfill Compactors
- (j) Dumper Articulated Dump Trucks
- (k) Container Carrier Articulated Dump Trucks
- (l) Water tanker Articulated Dump Trucks

- (m) Hooklift Articulated Dump Trucks
- (n) Tractors
- (o) Roller
- (p) Dumper
- (q) Compactor

3. PRIMARY SCOPE OF WORK

- 3.1. The planned and ad hoc maintenance interventions will encompass the complete heavy plant item i.e. driveline, all hydraulic / hydrostatic drive components and associated electro hydraulic controls as well as any engineering repairs to the steel frame / undercarriage of the City of Cape Town's heavy plant.
- 3.2. The above-mentioned fleet assets need periodic and ad-hoc maintenance interventions i.e. dealing with scheduled services, hydraulic statutory inspection, diagnostic testing, fault finding, repairs, maintenance, breakdowns and load testing (if applicable).
- 3.3. It will be required that service providers examine the list of asset makes in Annexure 13A and then select those types which match his / her area of expertise.
- 3.4. The approved service providers forming part of this panel will be asked to perform such interventions either at his / her place of business as in the case of scheduled or periodic maintenance, or on site when dealing with breakdowns.
- 3.5. The service providers must be able to provide a complete range of maintenance interventions for the selected City of Cape Town's Fleet Assets. The periodic service schedule is as per (but not limited to) the typical servicing schedules indicated in Addendums.
- 3.6. The actual Service Provider service schedules or any updated amendments to such schedules will need to be aligned with the make and model to be serviced, thus ensuring compliance to the OEM requirements.
- 3.7. Service providers may however form strategic partnerships with competent sub-contractors to assist with the scope and diverse locations over which the services required by this tender needs to be provided. The service provider will however be held responsible and accountable for all technical and safety standards and regulations.
- 3.8. The service providers who offer on-site breakdown services are to note the requirements of their service vans as stated in clause 5.10.
- 3.9. Fleet assets, accessories and associated equipment that are covered by an existing warranty with the Original Supplier, service plan or contract will be managed in terms of the agreements with the companies responsible where applicable.

4. APPLICABLE STANDARDS

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

SANS 9712 Non Destructive Testing: Qualifications Of Personnel
 SANS 12944-1 Corrosion Protection Of Steel Structures
 ISO 4406 Hydraulic Oil Cleanliness Level
 SANS 1700 Fasteners – Hi Strength Structural
 SANS 10044-2 Code Of Practice For Welding
 SANS 10400: The application of the National Building Regulations (NBR)
 The Occupational Health and Safety Act of 1983
 Electrical Installation Regulations 2009
 National Road Traffic Act No. 93 of 1996
 Environmental Regulations of 1987
 National Environmental Management Waste Act of 2008
 Environmental Conservation Act 73 of 1989

5. GENERAL REQUIREMENTS FOR THIS TENDER

5.1. COMPANY EXPERIENCE

- 5.1.1. The service must have proven expertise, capacity and capability to service and/or maintain heavy plant vehicles.
- 5.1.2. Service Providers must provide a comprehensive document clearly detailing the company's experience as required in Schedule 13 Annexure B and complete the schedule provided.
- a) The tenderer must have relevant company experience and submit a list of contracts and or projects where similar work has been successfully done in the last three (3) years, detailing the name of company where work was performed as well as the full details of work performed
 - b) An outline of the maintenance and repair of equipment similar to that required by this specification
- 5.1.3. Key clients with description of major work undertaken for such client

5.2. KEY PERSONNEL

- 5.2.1. It is a requirement that the tenderer must have trade tested artisan/s, with each artisan having a minimum of 2 years post-qualification relevant experience in heavy/construction plant assets repairs and diagnostics identified in this tender. In this context the word "artisan" mean Mechanical: Diesel/ Earthmoving /Construction Plant Mechanic/ Heavy Plant trade tested artisans. The tenderer must complete SCHEDULE 13C: STAFF DETAILS AND SKILLS and list the key personnel and attach a detail CV of each artisan together with certificates of their qualifications (Mechanical: Diesel/ Earthmoving /Construction Plant/ Heavy Plant Artisans).
- 5.2.2. All technical staff (artisans and semi-skilled) must have access to all the necessary OEM service schedules and technical data, as well as industry standard proprietary workshop tools and equipment and diagnostic tools in order to fulfil the requirements of this technical specification.
- 5.2.3. The service provider is to list all technical staff (artisans and semi-skilled) used in the repair of the type of equipment scoped in this tender in Schedule 13 Annexure C
- 5.2.4. All supporting documents in support i.e. Relevant qualifications and certificates, CVs, in house product specific training and workshops attended will be required by the City of Cape Town during the evaluation phase of this tender therefore must be attached to Schedule 13 Annexure C.

5.3. BUSINESS LOCATION AND ZONING

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

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

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

5.4. BARGAINING COUNCIL

- 5.4.1. Service providers must be registered with the appropriate bargaining council pertaining to the type of work being undertaken in this tender, for example MEIBC/MIBCO etc.
- 5.4.2. A registration certificate and/or a letter of good standing from the Bargaining Council concerned regarding registration will be required by the City of Cape Town at commencement of contract.

REFER TO Clause 37 of the Special Conditions of Contract.

5.5. HEALTH AND SAFETY PLAN

- 5.5.1. Service Providers shall be expected to comply with all local health and safety laws and regulations in the execution of any work as scoped by technical specification and as committed to by his / her signature in (11) Occupational Health and Safety Agreement. (See Addendum G)
- 5.5.2. The service provider shall be expected to submit a Health and Safety Plan containing amongst others but not limited to the following, at technical assessment:
 - a) A base line in-house risk assessment of his activities (See Addendum J)
 - b) An action plan to mitigate such risks identified (See Addendum J)
 - c) A Health and Safety Policy document indicating senior management's commitment to Health and Safety. (See Addendum P)

5.6. ENVIRONMENTAL POLICY

- 5.6.1. The service provider must have adequate measures in place to deal with waste streams generated in their work processes.
- 5.6.2. The service provider shall, where there is none, compile an Environmental Policy statement showing senior management's commitment to the protection of their environment which will be required at technical assessment. A sample Environmental Policy is in Addendum N

5.7. DISCHARGE OF INDUSTRIAL EFFLUENT AND REGISTRATION AS WASTE GENERATOR

- 5.7.1. The tenderer shall have the necessary permissions from the City of Cape Town for the generation of waste in the course of business activities if the tenderer produces more than 20kg per day of hazardous waste. i.e. be registered as a Waste Generator.
- 5.7.2. Hazardous substances i.e. waste oils, fluids and solvents generated in their work processes in house and on-site calls shall be collected in leak free clearly marked proprietary containers and shall be safely disposed of. In this regard the service provider is to complete Addendum L indicating the City of Cape Town approved waste disposal companies used.
- 5.7.3. The City of Cape Town may during the tenure of the contract request the panel member to provide the latest waste disposal certificates from the companies indicated.
- 5.7.4. Service Providers who discharge effluent into sewers or any waste water system as part of their business processes must have the necessary permits from the City of Cape Town to do so and must have an effluent treatment facility to ensure that the effluent so discharged is within specifications for acceptance by the sewer system.
- 5.7.5. If during the tenure of the tender, cases of environmental regulation contraventions are observed, work will be suspended until such contraventions have been cleared to the satisfaction of the City of Cape Town and in accordance with the relevant environmental standards and by laws.
- 5.7.6. The application to discharge effluent permit forms may be downloaded at <https://resource.capetown.gov.za/documentcentre/Documents/Forms,%20notices,%20tariffs%20and%20lists/Application%20discharge%20industrial%20effluent%20to%20municipal%20system.pdf> (See Addendum M)

5.7.7. The application forms to register as a waste generator may be downloaded at <https://resource.capetown.gov.za/documentcentre/Documents/Forms,%20notices,%20tariffs%20and%20lists/Waste%20Generator%20Application%20Form.pdf> (See Addendum K)

5.7.8. The service provider's registration document as a waste generator as well the effluent permits will be required by the City of Cape Town during the technical assessment of this tender.

5.8. QUALITY MANAGEMENT STANDARDS - MINIMUM REQUIREMENTS

5.8.1. It is required that the service provider has a functioning quality management system based on generally accepted South African industry standard practices. A guide on basic quality standards is given for information in Addendum N

The service provider's quality system must include:

- a) An efficient communication system (telephones / fax machines)
- b) An electronic storage system for bills of materials, technical data, job cards, parts etc.
- c) An efficient materials / parts ordering system.
- d) The service provider shall use means such as log books, registers and planning boards for scheduling and monitoring work orders.
- e) Bills of materials, replacement parts list for all fleet assets tendered for shall be available or accessible in hard or electronic format.
- f) Appropriate technical specifications shall be available on the workshop floor in hard or electronic format.
- g) A system to record all maintenance done on the City of Cape Town's fleet assets shall be provided and maintained for at least 5 years. Such information shall be easily traceable.
- h) A proprietary accounting system shall be used to generate invoices and shall have financial reporting facility. Addendum F shows a typical sample invoice.

5.8.2. QUALITY MANAGEMENT POLICY

- a) The service provider must, where there is none, draft a Quality Management Policy outlining the service provider's quality objectives and commitment to continual improvement of his / her business processes. A sample of such a document is in Addendum P.
- b) The Quality Management Policy document will be required by the City of Cape Town at technical assessment.

5.9. WORKSHOP FACILITY

5.9.1. Any Service Provider interested in providing the scope of work specified will be permitted time to establish a fully equipped workshop inclusive of skilled staff, tools and equipment etc. within 90 days, within the geographical boundaries of the City of Cape Town as detailed in the Special Conditions of Contract Clause 36.

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

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

5.9.4. An actual site plan for established workshops and a typical site plan for those still to be established, may be required by the City of Cape Town during the technical assessment of this tender.

Refer to clause 36 of the Special Conditions of Contract

5.9.5. ADEQUATE PARKING

- a) The service provider's premises must be able to accommodate the City of Cape Town's assets with adequate parking in an enclosed secure environment. No off-road parking of the City of Cape Town assets will be allowed.
- b) The City of Cape Town's assets shall be handled in such a way to prevent damage and theft during maintenance procedures.
- c) Assets shall be held in a lockable, secure building or yard after hours. The remotes and ignition keys shall be kept in safe custody at all times.

5.9.6. PREMISES SECURITY

- a) The service provider's workshop premises and parking area must have appropriate security measures in place in order to mitigate current and future risks during the tenure of the contract i.e. vandalism and property theft. The use of alarms with an armed response link is the preferred method.
- b) If the assessors find that the security measures are inadequate to mitigate the current risks, it will be expected of the service provider to upgrade accordingly before any Purchase Order will be issued.

5.9.7. WORKSHOP (SEE ANNEXURE 15B)**WORKSHOP – FULLY ENCLOSED**

Service providers must have a fully enclosed, fully equipped workshop with adequate propriety equipment, tools and access to the necessary OEM technical standards, manuals and specifications (or equivalent) to undertake the full range of repairs required by this tender.

5.9.8. WORKSHOP - STATUTORY REQUIREMENTS

The workshop is to comply fully with statutory requirements and the city reserves the right to request all statutory required certificates pertaining to the workshop.

5.9.9. WORKSHOP - DIMENSIONS

The service provider's workshop(s) must be of sufficient dimension to accommodate the access, maintenance and testing procedures associated with the make / model of the heavy plant scoped in this tender. At technical assessment verification will be done to confirm that the workshop is adequately scoped to carry out repairs as per the vendor's selection from the asset list.

5.9.10. WORKSHOP – LAYOUT

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

- a) Receiving, pre inspection, final inspection area
- b) Cleaning / wash area
- c) Major servicing area
- d) Driveline Hydraulic / Hydrostatic components stripping and assembly area
- e) Engine / transmission / torque converter repairs (if in house)
- f) General engineering work i.e. such as metal cutting, guillotining, lathe work etc.
- g) Raw materials / steel storage area
- h) Spray painting area
- i) Hydraulic repairs – general repairs, hose manufacture
- j) Hydraulic repairs – close tolerance work (Clean room required)
- k) Spare parts store
- l) Hydraulic oil store
- m) Tool store
- n) Hazardous waste storage
- o) Waste oil bin

5.9.11. MAINTENANCE SPARES STORE

- a) The service provider is to ensure spares availability in support of optimum turnaround times of the equipment serviced / repaired.
- b) The City of Cape Town requires that fleet assets undergoing routine maintenance are not out of service for lengthy periods of time waiting for essential "bread and butter" spares.

- c) The CCT expects the service provider to adhere to agreed timelines with regards to essential and major spares, which then will be entered as key performance indicators against which the service provider will be measured.

5.9.12. WORKSHOP - PERSONAL PROTECTIVE EQUIPMENT

All work on the City of Cape Town's assets must be executed with the requirements of the General Safety Regulations in mind i.e. the use of PPE and protective screens where necessary is mandatory.

5.9.13. WORKSHOP - WORK AREA

All works must adhere to general engineering standards and benchmarks, tenderers are requested to pay particular attention to the hydraulic work as indicated in below and **Addendum A**

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

5.9.14. WORKSHOP - HYDRAULIC CLEAN ROOM (if applicable)

- a) All repairs to close tolerance hydraulic equipment such as hydraulic pumps, proportional valves, actuators and valve banks must be done in a clean room set apart from general engineering activities.
- b) All major hydraulic repairs done in house to hydraulic cylinders, hydraulic pumps, proportional valves, actuators and valve banks must undergo testing on a suitable hydraulic test bench to verify conformance to OEM standards.
- c) All such repairs must incorporate a condition report which shows the status of the components and repair procedures recommended. Such documentation is to be attached to the quotation sent to the City of Cape Town. Refer to Addendum A
- d) Where no such facility is available in house, a competent sub-contractor may be used for these functions. The company profile brochures of such key sub-contractors must be supplied on request from the City of Cape Town.

5.9.15. WORKSHOP - INDUSTRY STANDARD FLOOR

- a. It is a requirement that maintenance activities be carried out on an industry standard concrete floor able to prevent oil spillage soaking into the ground and meeting the requirements of the National Building Regulations, SANS 10400 and SANS 1019 -1,2 Latest. The workshop flooring must be capable of withstanding the mass of the assets.
- b) Spill containment measures must be in place i.e. conveniently located spill kits are to be available.
- c) The independent assessors which includes industry experts will verify compliance to the applicable standards. Minor deviations identified will be transferred to the development matrix with specified time frames during which the non-compliance identified need to be successfully addressed. Major non compliances in this regard may render the tenderers submission non responsive.

5.9.16. WORKSHOP - FIRE PROTECTION

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

- b) If the assessors find that the fire protection measures are inadequate to mitigate the current risks, it will be expected of the service provider to upgrade accordingly effective at the commencement of contract.

5.10. FIELD SERVICE VEHICLES

- 5.10.1. It is expected that the service provider will have at least one fully equipped, roadworthy, adequately sized and properly branded panel vans or suitably branded light commercial vehicles suitable for field service work for the duration of this contract or have a contract / letter of agreement in place.
- 5.10.2. It is expected that the service provider's field service vehicle be sufficiently equipped as per the list (but not limited to) in Addendum D
- 5.10.3. It is the tenderers responsibility to adjust field servicing capacity to meet the operational requirements of the City of Cape Town.
- 5.10.4. The company branding on the field service vehicles must be non-offensive to the public and must comply with the Code of Advertising Practice as required by the Advertising Standards Authority of South Africa. These vehicles are to be easily identifiable.
- 5.10.5. Staff manning such field service vehicles are to be provided with neat, presentable overalls (company branded) and to enforce that personal protective equipment is issued and used by the field service staff.
- 5.10.6. A valid vehicle registration certificate (if owned) or the leasing agreement or letter of intent to purchase the vehicle will be required by the City of Cape Town during the evaluation period of this tender.

6. GENERAL OPERATIONAL PROCEDURES IN CONTRACT

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

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

6.2. AUTHORIZATION OF WORK

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

6.3. WORK ALLOCATION

- 6.3.1. When maintenance interventions are required, a panel member will be selected to perform such interventions. In this regard the City of Cape Town will consider the service provider as follows:
 - a) Service Provider location from the point of need.
 - b) Specialist expertise in the required work.
 - c) Capacity to do such work at the time of need.
 - d) Work related to warranty conditions.
- 6.3.2. The city reserves the right to deviate from the work allocation process indicated in 6.4.1 should need or operational requirements dictate at the time of need.
- 6.3.3. The amount of work allocated will vary according to operational requirements and at the sole discretion of the City of Cape Town.

6.4. SUPPLEMENTARY SERVICE PROVIDERS

- 6.4.1. The City of Cape Town reserves the right to utilise other processes, service providers or contracts in the event that the scope of work as outlined in this contract cannot be fulfilled by panel members.
- 6.4.2. If the total cost of the work as well as the included buyout price is not considered to be fair and

reasonable by the designated city official and consensus to reduce the total price cannot be reached with the service provider concerned, the City of Cape Town then reserves the right to acquire such goods and services using fleet business processes / other SCM mechanisms.

6.5. WORK PERFORMANCE MONITORING

All work allocated will be subject to performance management. See section 13 “SERVICE PROVIDER PERFORMANCE MONITORING KPI”

6.6. PLANNED SERVICES

- 6.6.1. The routine services must conform to OEM recommended service guide for the specific make and model of the equipment outlined in this tender.
- 6.6.2. Typical periodic service schedules required for the assets as indicated in (but not limited to) the schedule depicted in Addendum C.
- 6.6.3. The service duration for various service types (minor, intermediate or major services) will be fixed in consultation with the service providers at commencement of the tender.

6.7. OUTSOURCING

- 6.7.1. Should the successful tenderer not have the in house competencies to repair major components and auxiliary equipment (i.e. Engine protection system, Lubrication system, Air conditioning system, Fire Suppression unit etc.), the tenderer would be required to insure that they outsource these components to a company competent to perform such specialized work subject to approval by the relevant City of Cape Town official in this regard.
It is incumbent upon the tenderer to ensure that the said company undertaking such repairs have a good track record in the execution of such repairs.
- 6.7.2. Service providers may however not outsource the main scope of work which is outlined in this tender.
- 6.7.3. The service provider may appoint sub-contractors for specialised work for which a handling fee of up to 8% on gross invoiced price may be charged to the City of Cape Town.
- 6.7.4. The use of outsourced services in no way reduces the liability or obligations of the service providers in terms of this tender.
- 6.7.5. Service Providers shall underwrite any warranties of outsourced services used in the execution of the scope of work.
- 6.7.6. The Service Provider and all sub-contractors utilised during the contract period must make their business premises accessible for site inspections. Access must be given within 5 working days of request to perform routine inspections.
- 6.7.7. The service provider is to ensure that subcontractors comply with the requirements of this tender particularly as regards the standard and quality of goods and services requested. The service provider will be accountable for any deviations.
- 6.7.8. If deviations are noted during the tenure of the contract, the City of Cape Town reserves the right to suspend work until remedial action has been taken by the sub-contractor.

6.8. BREAKDOWN AND REACTIVE MAINTENANCE REPAIRS

The selected panel member will be requested to perform the following maintenance interventions as and when operational needs dictate:

6.8.1. MINOR BREAKDOWNS

Heavy plant requiring diagnostic testing, fault finding and repair work and which can be done at the specific operational site where the breakdown occurred.

6.8.2. MAJOR BREAKDOWNS

Assets requiring recovery to the service providers' workshop, as instructed by designated City of Cape Town officials on standby. The CCT will use internal resources or relevant recovery contracts to move vehicles to the relevant workshops.

6.8.3. MAJOR REPAIRS

- a) The City of Cape Town's technical team shall be approached for approval of any proposals made by the service provider for alterations, modifications and major repairs.
- b) Any major repairs to the mechanical frame / structure must be undertaken by a specialised engineering company if such expertise is not in house. All documentary proof of such proposed repairs are to be sent to the designated City of Cape Town official.
- c) Any non OEM (or equivalent) spare parts used in the maintenance of an integral part of the heavy plant mechanical systems must be identified as such in works order documents and be covered by documentary proof that such parts fulfil the function of the replaced OEM component.
- d) Local manufacture of OEM (or equivalent) components must utilize: -
 1. OEM technical specifications (or equivalent)
 2. The manufacture of the replacement part needs to conform to the OEM (or equivalent) technical specifications.
- e) The heavy plant undergoing major repairs must be subjected to performance tests to verify conformance to OEM (or equivalent) performance specifications.

6.9. INSPECTION OF EQUIPMENT– PRE / FINAL:

The assets are required to be inspected on receipt into the service provider's workshop and findings documented by the service provider on a pre-work inspection sheet. A final inspection is to be done after maintenance interventions have been performed. Failure to comply will result in service providers being held liable for any damages or losses incurred.

6.10. DOCUMENTATION TO BE SUBMITTED WITH INVOICE

Documentation related to maintenance interventions carried out i.e. inspection of equipment pre and post sheets, job cards signed by a relevant City official, subcontracted work invoices, must be submitted to the various fleet departments with invoice. The City of Cape Town reserve the right to request the sub-contractor's invoices where required. This shall form part of the vehicle history which shall be stored by the service provider for a minimum of 10 years as per Driven Machinery Regulations section 18. See Addendum U for a Job Card Sample.

6.11. COMPANY BRANDING

No company branding / stickers is permitted to be placed on City of Cape Town assets after any maintenance interventions.

6.12. KPI MEETINGS IN CONTRACT

The service provider will be required to attend periodic performance meetings run by the City of Cape Town to discuss the businesses performance against the key performance indicators (KPI's) as mentioned below in clause 9.

6.13. SERVICE PROVIDERS RESOURCES

It is the tenderers responsibility to adjust his / her resources to meet the operational requirements of the City of Cape Town.

6.14. WARRANTY ON REPAIRS AND MAINTENANCE

- 6.14.1.** The City of Cape Town will only accept the following warranties:
- Major components - minimum one (1) year or 1 000 hrs whichever comes first
 - All electrical repairs - minimum six (6) months

- General repair work - minimum six (6) months
- Structural repairs and spray paint - minimum one (1) year

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

7. SERVICE PROVIDERS DEVELOPMENT IN CONTRACT

7.1. STATUTORY AND LEGAL COMPLIANCE

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

7.2. STAFF DEVELOPMENT

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

7.3. INDEPENDENT ASSESSORS

The City of Cape Town reserves the right to utilize independent assessors, which may include industry experts, to verify conformance to the applicable standards required in this technical specification.

- 7.3.1. Minor breaches / non-conformances identified will need to be closed out within specified time frames stipulated by the City of Cape Town. Work may be suspended until such non-conformances are rectified.
- 7.3.2. Major breaches / non-conformances may result in the suspension of all work allocation and in addition, the City of Cape Town may exercise its right to initiate appropriate sanctions, which could include the Supply Chain Management default procedure.

7.4. AD-HOC ASSESSMENTS

The City of Cape Town also reserves the right to conduct ad-hoc assessments i.e. physical assessments and / or documentary proof, during the tenure of the contract to monitor the service providers technical, statutory, legal compliance and developmental aspects.

Typical developmental areas for the tenderers are shown in Addendum F - Supplier Development Schedule.

8. SERVICE PROVIDER ASSESSMENT IN CONTRACT

8.1. INDEPENDENT ASSESSMENT

- a) The service providers who are responsive in terms of the abovementioned criteria may, if required, may be subjected to a physical/technical assessment of their business by an independent team representing the City of Cape Town, to determine:

1. the extent of compliance to the requirements listed in the technical specification
 2. the gaps in the service providers maturity compared to the requirements of the Development Matrix
- b) All assessments will be arranged by appointment with the respective service provider.
- c) The independent assessor will report to the City of Cape Town on the minor and major non-conformances in this regard.

The following assessments **may** be conducted during the tenure of the contract:

8.1.1. SERVICE PROVIDER ASSESSMENT: TECHNICAL

The service provider may be independently assessed after the commencement of contract amongst other aspects, for the suitability of the workshop, the existence and use of all appropriate workshop tools and equipment, technical staff tools, applicable technical specifications and standards needed to perform the scope of work applicable to the make and model of the equipment selected in Annexure 13A.

8.1.2. SERVICE PROVIDER ASSESSMENT: HEALTH AND SAFETY

- a) The assessment will gauge the level of compliance to the requirements of the Occupational Health and Safety Act and that the workshop risks to health and safety are documented and the steps taken by the service provider to mitigate such risks.
- b) Where applicable, the basic elements of the Health and Safety aspects of the Occupational Health and Safety Act will be entered into the service providers ADDENDUM F - SUPPLIER DEVELOPMENT SCHEDULE
- c) The independent assessor will report to the City of Cape Town on the minor and major non-conformances in this regard as and when required.

8.1.3. SERVICE PROVIDER ASSESSMENT: ENVIRONMENTAL IMPACT

- a) The service provider will be assessed as to his / her commitment to reducing the impact of his / her business activities on the environment and whether any serious non-conformances are evident.

(13) ADDENDUMS - TABLE OF CONTENTS

ADDENDUM	DESCRIPTION
(13) ADDENDUM A	GENERAL HYDRAULIC REPAIRS
(13) ADDENDUM B	GENERAL ENGINEERING SPECIFICATIONS
(13) ADDENDUM C	PERIODIC INSPECTION
(13) ADDENDUM D	FIELD SERVICE VEHICLES
(13) ADDENDUM E	IN CONTRACT - KEY PERFORMANCE INDICATORS ERROR! BOOKMARK NOT DEFINED.
(13) ADDENDUM F	SERVICE PROVIDER DEVELOPMENTAL MATRIX (SAMPLE) Error! Bookmark not defined.
(13) ADDENDUM G	HEALTH AND SAFETY COMPLIANCE CHECKLIST
(13) ADDENDUM H	SAMPLE INVOICE Error! Bookmark not defined.
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(13) ADDENDUM J	RISK ASSESSMENT AND ACTION PLAN SAMPLE
(13) ADDENDUM K	REGISTRATION AS WASTE GENERATOR
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(13) ADDENDUM M	APPLICATION TO DISCHARGE EFFLUENT
(13) ADDENDUM N	QUALITY MANAGEMENT GUIDE
(13) ADDENDUM O	QUALITY MANAGEMENT POLICY SAMPLE
(13) ADDENDUM P	SAMPLE HEALTH AND SAFETY POLICY Error! Bookmark not defined.
(13) ADDENDUM Q	ENVIRONMENTAL POLICY STATEMENT SAMPLE
(13) ADDENDUM R	BUSINESS IMPROVEMENT LINKS
(13) ADDENDUM S	TECHNICAL SKILLS MATRIX
(13) ADDENDUM T	GEOGRAPHICAL BOUNDARY OF THE CITY OF CAPE TOWN Error! Bookmark not defined.
(13) ADDENDUM U	JOB CARD SAMPLE

Apart from the specific repair and maintenances processes described in OEM maintenance and service manuals which shall always take preference, the following serves as a guide to general heavy plant repairs.

1. **SERVICING, REPAIR OF HYDROSTATIC AND HYDRAULIC SYSTEMS**

1.1. All work required by this tender is to be undertaken by the service provider with the exception of specialist work required to be done to the hydraulic and hydrostatic systems i.e. hard chroming of piston rods, repairs to hydraulic pumps, hydrostatic pumps and motors, valve banks, actuators and similar, which may be outsourced.

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

2. **HYDRAULIC MAINTENANCE:**

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

3. **REPAIR OF HYDRAULIC CYLINDERS**

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

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

3.1. **DISASSEMBLY**

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

3.2. **SEALS**

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

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

3.3. **RODS**

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

3.3.1. The rod would need to be re chromed if the chroming is severely scored and pitted.

3.3.2. The chromed surface to be ground to ensure industry standard piston to barrel tolerances to ISO 286-1,2 2010. The OEM recommended fits and tolerances shall always be applied.

3.4. **BARREL RECONDITIONING**

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

3.5. **PISTON**

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

3.6. ASSEMBLY OF HYDRAULIC CYLINDERS IN THE WORKSHOP

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

3.7. HYDRAULIC CYLINDER RECONDITION REPORT

3.7.1. The repair has to be done considering SANS 286-1:1988 for allowable fits and tolerances piston to bore clearances and ISO 5597:2018 for the preferred range of nominal dimensions and associated tolerances for hydraulic cylinder rod and piston seal housings

3.7.2. Prior to reassembly of all hydraulic cylinder components, all clearances are to be accurately measured and inserted in a cylinder condition report which will be handed to the City of Cape Town along with the quotation for maintenance history purposes.

The condition report is to reflect: -

- a) The OEM part numbers of all components if available.
All non OEM spares utilized forming an integral part of heavy plant. Proof needs to be provided that such spares meet or exceed OEM specifications. If proof cannot be provided, a duly certified South African engineer must confirm the suitability for the application.
- b) The dimensions of the hydraulic cylinder mating components prior to repair i.e. all actual sizes to be logged. Piston to bore, seal housing clearances
- c) State of the piston i.e. corrosion, pitting, surface roughness, plating condition, straightness.
- d) Overall condition of the cylinder, seals and seal housings, bore, damage, dents, paintwork along with recommendations.
- e) On completion of the repair the finished sizes of all mating components must be logged.

3.8. HYDRAULIC HOSE

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

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

3.8.1. All hydraulic hose used in maintenance interventions on the City of Cape Town's fleet must be OEM approved or where no OEM standards exist, industry standard approved rated hose and connectors may be fitted suitable for sustaining three times the system operating in the installed hydraulic equipment. Rust resistant couplings are preferred.

3.8.2. Hoses used shall as per OEM specifications and in the absence of OEM hose data, be to Intratraco SAE 100 R2 AT or equivalent specification or better.

4. HYDRAULIC OILS AND GREASE

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

4.1. Care is to be taken with the compatibility of oils and grease types used in the repair and maintenance procedures applied to the City of Cape Town's heavy plant.

4.2. GREASE.

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

4.2.1. To ensure reasonable compatibility with the existing greases in use. A Lithium complex or mixed Lithium/ Calcium Hydroxystearate base soap shall be selected. Grease compatibility will be in accordance with SANS 1851 (Latest).

- 4.2.2. In cases where hydraulic equipment operates close to the coast, an aluminium complex base soap hydraulic oil must be used.
- 4.2.3. In terms of approved lubricants, the following typical grease specification or similar may be used on Fleet Assets and will have the ISO designation; ISO-L-XBCIB 2, in accordance with the standard ISO 6743-9.

Table 1 ISO-L-XBCHB 2

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

- 4.2.5. **GREASE EQUIVALENTS:** (Or similar)

Total Multis EP 1,
Nils Nilex EP1
Gadus V220 AC2

4.3. **HYDRAULIC OIL**

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

Table 2 ISO-L-HV

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

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

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

5. **HYDRAULIC OIL CLEANLINESS**

- 5.1. A working hydraulic oil cleanliness level to around ISO 4406 18/16/13 or better is required for use in the City of Cape Town's hydraulic equipment.
- 5.2. The required cleanliness level is to be ensured by "new" oil filtration through high efficiency filters before replenishing Fleet Asset hydraulic reservoirs. Under no circumstances must "new" oil from drums be pumped directly into fleet hydraulic reservoirs.
- 5.3. Ad hoc maintenance including break downs of fleet assets which require replacement of the oil must use oil to the required condition.
- 5.4. Fleet proactive work processes will include a 3 / 6-month oil inspection by the City of Cape Town staff. Samples of oil taken at these inspections will be sent to the companies selected by the panel members for oil analysis. The consequent oil analysis reports will determine whether panel members will be requested to replace the oil in the fleet asset concerned at the major services.

5.5. The oil condition report must reflect the cleanliness level as well as the additive pack and any metal particulates, moisture level in the oil.

5.6. **SAMPLE OIL CONDITION REPORT: -**

OILWATCH PO Box 527, Howard Place, 7405 E-mail: support@oilwatch.co.za Fax: 021 531 3163, Tel: 021 531 7166		CITY OF CAPE TOWN ELECTRICITY DEPT TOM PARKIN FN 367X SAMPLE POINT		TOM PARKIN Phone: 021 5144663		Status 0 Normal Sample # 110619														
Analysis Report																				
Sample Number	Register Date	Sample Date	SMR	Oil Read	Filter Read	Oil Chng	Filt Chng	Oil Topup	Oil Supplier	Oil Grade										
110619	2010-02-17	2010-02-17				N	N	N												
PQ / Spectrometer																				
Sample Number	PQ	Fe	Al	Cr	Pb	Cu	Sn	Ni	Ag	Si	B	Na	Mg	Ca	P	Zn	Mo	Ba	Ti	V
110619	6	5	0	0	0	0	0	0	0	1	0	0	0	0	295	187	0	0	0	0
<small>PQ-Particle Quantifier (see metal ions) Fe-iron Cr-Chromium Pb-Lead Cu-Copper Sn-Tin Al-Aluminium Ni-Nickel Ag-Silver B-Boron Si-Silicon Na-Sodium Mg-Magnesium Ca-Calcium P-Phosphorus Zn-Zinc Mo-Molybdenum Ba-Barium Ti-Titanium V-Vanadium (All values in parts per million)</small>																				
Viscosity / FTIR / Acid Number																				
Sample Number	V40	Oxi	%H2O																	
110619	62.1	4	ND																	
<small>V40-Viscosity @ 40 °C (cSt) Oxi-Oxidation (index no.) H2O-H2O detected</small>																				
Particle count cleanliness																				
Sample Number	Iso4	Iso6	Iso14	>4um	>5um	>6um	>14um	>15um	>25 um	>50 um	>75 um									
110619	15	13	11	180	109	68	10	8	1	0	0									
<small>(ISO4406/1000) Classification of number of particles >4µ / >5µ / >6µ / >14µ in 100ml</small>																				
Comments and Action																				
<u>Comments:</u> Oil condition is acceptable. No oil contamination is evident. Wear appears normal. <u>Action:</u> Resample at regular intervals to monitor the oil condition and wear trend. No action required.																				

5.7. **OIL PROPERTIES GENERAL LIMITS**

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

Table 3

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

5.8. **OIL SAMPLING AT SERVICE INTERVALS**

Upon request, companies must conduct oil sampling from various components.

6. **OIL RECYCLING**

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

6.1. In this context, the oil filtration plant installed at certain City of Cape Town sites will be used to clean, polish and recycle the hydraulic oil in the Fleet Assets considered in this tender. This will obviate the practice of discarding hydraulic oil at annual services as a matter of routine and replacing with new oil. Fleet assets still under warranty conditions period must however follow OEM recommendations in this regard.

6.2. City of Cape Town fleet with installed hydraulic equipment will therefore be routinely scheduled for the removal of the old contaminated hydraulic oil in their reservoirs and replacement with recycled filtered oil to maintain a high level of oil cleanliness.

6.3. In the event that certain heavy plant assets can be repaired and maintained by more than one panel member then it would be preferred if the type of hydraulic oil used be standardised amongst such panel members to prevent the mixing different additive packs and anti-wear additives as mixing different hydraulic oils could compromise the additive performance of both constituents, cause corrosion of component surfaces and lead to increased mechanical wear.

7. **ELECTRO / HYDRAULIC CONTROL PANELS**

7.1. The electro - hydraulic control panels may be serviced or repaired only by competent staff especially trained in electro-hydraulic systems and who are able to do fault finding by reading and tracing the circuits depicted on the relevant OEM drawings.

7.2. The staff mentioned above is to be familiar with all the safety electro / mechanical interlocks and alarms and is able to adjust them to OEM settings. All interlocks must be functionally tested during the annual performance test.

8. **HYDRAULIC TRAINING COURSES FOR SKILLED WORKERS**

8.1. In the interests of maintaining a high standard of workmanship, service providers are encouraged to send their skilled workers who are involved in hydraulic maintenance to established MERSETA recognized institutions for upskilling. The following is not intended to be a complete list and panel members may source convenient training institutions of their own choosing.

8.2. **HOSE MAKING COMPETENCY MODULES.**

Pirtek Southern Africa (Pty) Ltd is a Registered Training Organisation (RTO), registered by Manufacturing Engineering and Related Services Sector Education and Training Authorities (MERSETA) to provide nationally recognized qualifications.

8.3. **BASIC HYDRAULIC TRAINING TECHNOLOGY COURSE.**

a) Hytec SA offers a MERSETA approved on site three-day basic practical hydraulics course for hydraulic fitters as well as an online eLearning course in basic hydraulics technology.

b) Hytec also offer training in the SAQA unit standard 244715 (Repair a hydraulic cylinder) at NQF Level 03 level.

8.4. **HYDRAULIC FITTER TRAINING:**

Hytec is fully accredited to provide theoretical and practical training for the National Certificate Mechanical Engineering: Fitting (Fluid Power) and the National Certificate Mechanical Engineering: Fitting (Manufacturing, Engineering and Related Industries), both at NQF Level II.

8.5. **BASIC HYDRAULICS**

Optima in Paarden Eiland Cape Town offer basic and advanced hydraulics training at their premises or on site.

1. **GENERAL**
The service provider is to be proficient in general engineering i.e. the repair of all supporting steel structures such as those used in Fleet Assets and complying with general acceptable South African industry standards in the execution of such work. Coupled to this is the corrosion protection of all steel used in maintenance interventions.
2. **STANDARD OF WORKMANSHIP**
 - 2.1. The service provider shall apply best engineering practices and shall adhere the relevant SANS codes of practice in ensuring the highest quality standard of workmanship.
 - 2.2. Workmanship which is not to the satisfaction of the City of Cape Town's technical representative shall be rectified at the cost of the Contractor.
3. **MATERIALS**
 - 3.1. The equipment, materials and apparatus used in the execution of the aforementioned maintenance interventions shall be new and of best commercial quality with a high reliability and shall be selected for ease of maintenance and conform to the DTI requirements for local content.
 - 3.2. All material and equipment used in any maintenance intervention for the City of Cape Town shall comply in respect of quality, manufacture, tests and performance with the aforementioned standards or alternatively also to the current specification of at least one of the following standards.
 - ISO (International Standards Organisation)
 - BS (British Standards)
 - DIN (Deutsche Industrie Normen)
 - 3.3. All material and components used in the servicing / repair of the assets specified in this tender document, shall be suitable for operating conditions as found within the boundaries of the City of Cape Town.
 - 3.4. Individual components such as valves, control levers, batteries, terminal blocks, and electrical control equipment when used in the maintenance interventions shall be of the same make, type or series for each item. Standardisation and mutual interchangeability of components is essential.
 - 3.5. Any equipment / components fitted or material supplied during a maintenance intervention should be readily available in South Africa.
 - 3.6. The City of Cape Town is to be notified of any technical problems arising during the course of servicing and repair intervention so that a designated Technical Representative may inspect the vehicle and authorise any corrective action.
 - 3.7. Any costs incurred in correcting deficiencies arising from the service provider's actions or omissions shall be for the service provider's account.
4. **QUALITY CONTROL INSPECTIONS**
The City of Cape Town may at its discretion, conduct quality control inspections during the servicing / repair interventions.

5. STRUCTURAL STEELWORK

- 5.1. All structural members used in the repair of fleet assets shall be capable of sustaining in a structurally stable manner, the total load and forces acting on such structural members.
- 5.2. Each part of the repair requiring structural steelwork shall be according to appropriate SANS specifications covering structural steelwork such as: -

SANS 1700-7-7:2003 / ISO 7411:1984
 SANS 1700-7-8:2003 / ISO 7412:1984
 SANS 1700-14-8:2003 / ISO 4775:1984
 SANS 1700-16-9:2004 / ISO 7416:1984

6. OXY ACETYLENE CUTTING

- 6.1. The tenderer is to ensure that all oxy acetylene cutting procedures are done to minimise risk of injury to nearby staff as well minimising damage / fire damage to other components of the Fleet Assets.
- 6.2. Staff are to be trained in hot work procedures i.e. oxy acetylene cutting procedures as well as taking steps to prevent fires arising from such hot work.
- 6.3. Oxy acetylene packs are to be stored in a safe area

7. WELDING

- 7.1. All welding needed to be done in a maintenance intervention, must be carried out by a qualified artisan and shall confirm to the following standards.
- SANS 455:2004: Manual electrode welding of mild steel.
 SANS 10044-2:2004: Code of practice for welding.
 SANS 10167:2004: Quality evaluation of fusion welding joints.
- 7.2. The surfaces to be welded shall be cleaned and free from rust, scale or other foreign materials. Full attention is to be given to correct edge preparation suitable for welding applications used. Welds shall be full strength without flaws, grooves or pits. Crater effects shall be avoided.
- 7.3. All welds shall have adequate root fusion and shall be free from cracks, porosity or other irregularities and any under cutting shall be made good by the contractor.
- 7.4. Weld fillet sizes must be appropriate to the size of the structural steel welded and be done without requiring excessive amounts of grinding or dressing.
- 7.5. Intermittent welding joints and butt welding joints with insufficient penetration shall not be used.
- 7.6. All welding joints shall be thoroughly cleaned after welding. The corrosion protection of steel on Fleet Assets is to be as per SANS 12944.

8.
- CORROSION PROTECTION:**

Major repairs requiring complete resprays requires appropriate preparation, propriety primers and finishing coats such as the following systems or similar.
- 8.1.

Primers:

Intermediate:

Finish

Epoxy Mastic

Carboguard 193

Sigmacover 2565

Carboguard 193

Sigmacover 435S

Carboguard 890

Sigma Cover 630

Carbomastic 15

Sigmacover 630AL

Stoncor

Sigma Coatings

Stoncor

Sigma Coatings

Stonecor

Sigma Coatings

Stoncor

Sigma Coatings

(13) ADDENDUM C**PERIODIC INSPECTION**

Heavy plant assets are to be inspected / serviced / repaired / tested against the requirements of industry standards, service schedules and maintenance procedures by a competent person with the knowledge, training, experience and qualifications specific to the work or task being performed.

The OEM items specific to the make and model of the Heavy Plant items will need to be inspected. The prospective panel member is to take note of the typical inspection requirements listed below and is NOT to be construed as a complete list.

FREQUENCY	ITEM	ACTION	DETAILS
250 / 500hrs 3 Months	Engine crankcase breather Drive shaft splines Engine and oil filter Fuel system Primary Filter Fuel system Secondary Filter Fuel system water separator element Hydraulic system oil filter Transmission oil filter Battery fluid level Water from the Primary fuel filter Engine & Transmission oil and coolant level and hoses Condition of fan Belts, idler. AC and Tension Pulleys Breather Filter Hydraulic/Transmission Cooler Fan Brake Accumulator Function Grease level in the Auto Greasing System Auto Greasing Filler Filter PTO Prop shaft universal All greasable lube points and oscillating joints Air Cleaner elements Front and Rear axle differential oil Engine Oil Sampling	Clean Lubricate Change Clean/Replace Replace Replace Replace Replace Check Drain Drain& Refill Check Check Change Clean Test Check Change Grease Grease Check Check Oil Sampling Oil Sampling	
500 hrs / 3 Months (Severe applications)	Differential oil Oil Sample All Components	Change Oil Sampling	
1000 hrs / 6 months	Articulation Bearings Differential oil (front / rear) Engine valve lash Final drive oil (Front / rear) Rollover protective structure Transmission magnetic screen Transmission oil Wheel bearings (Front) Condensation from the fuel tank hydraulic reservoir breather Undercarriage Wear Torque setting Oil Sample All Components	Lubricate Change Check Change Inspect Clean Change Lubricate Drain Replace Measure Check Oil Sampling	

FREQUENCY	ITEM	ACTION	DETAILS
2000 hrs / 12 months	Air cleaner Filter Alternator Coolant Engine valve lash travel gearbox oil, heavy duty diesel engine coolant, adjust engine valve clearance, every Hydraulic Oil Engine Coolant Fuel system Primary Filter Reservoir Suction Screen Hydraulic system oil Hydraulic Tank Breaker Relief Valve Differential / Final drive oil Fuel Injection Timing Service Brakes Disc Wear Oil Sample All Components	Replace Check Sample Check Change Change Adjust Replace Drain and Replace Change Clean Change change Change Check Oil Sampling	
3000 hrs / 2 years	Cooling system coolant (Antifreeze) Cooling system coolant extender (ELC) Water temp regulator Dry air filter cartridge Fan V-belt Suction Screens Hydraulic Pump Damper Function of brake system pressure reducing valve Oscillating /articulation joint condition Oil Sample All Components	Change Add Clean /Replace Change Change Replace Strip/Clean Check Check Oil Sampling	
5000 hrs / 3 years	Seat Belt Speed Sensor Coolant Temperature Regulator – Injection valve Steering column Spline Air intake hose Oil Sample All Components	Check/Replace Clean/check Replace Change Inspect/Lubricae Replace Oil Sampling	
6000 hrs / 4 years	Cooling system coolant (ELC) Crankcase ventilation valve Coolant pump Pressure retaining valve on the injection pump Oil Sample All Components	Change Change Change Change Oil Sampling	

(13) ADDENDUM D FIELD SERVICE VEHICLES

The service provider is to have at least one registered field maintenance vehicle for 24/7 breakdown services. Such vehicles may be owned or leased from a reputable business entity or such service can be contracted out.

SUMMARY OF SERVICE VAN TOOLS AND EQUIPMENT

The following list comprises items which should be found typically in the service van to implement a range of field repairs at contract commencement. It is NOT intended to be a complete picking list.

ITEM	TICK	ADDITIONAL COMMENTS
GENERAL SERVICE VAN EQUIPMENT		
Auxiliary power (Inverter or generator) for tools and lighting.		
Communication equipment, vehicle tracking system.		
Internal van lighting / External flood lighting.		
Extension power cables.		
General hydraulic technical specification manuals / charts.		
Built in tool chests, readily accessible vice.		
Small welding plant		
Bench grinder, power tools.		
Hand-operated hoist with capacity offering the possibility to lift the load and transfer it inside the van.		
Air compressor and accessories.		
Parts washing tank and parts bins.		
Measuring instruments and check gauges.		
Universal puller set.		
Common hydraulic spares cabinets.		
Crimp machine with standard dies, proprietary hose and crimp fittings.		
Oil storage draining equipment.		
Spill proof waste oil containers.		
Jacks, shop stand, lifting hooks.		
PPE and safety equipment.		
Fire extinguisher, first aid kit.		
A hazardous waste bin.		
A spill kit.		

(13) ADDENDUM E	IN CONTRACT - KEY PERFORMANCE INDICATORS
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	KPI	KPI Description
1	Be on site within two (2) hour of request	The Service Provider must be on site within 2 hour of the request.
2	Quotations Call-outs and Field Service Work	Call-outs and Field Service work quotations must be delivered to the applicable department within two days (48 hours) 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	Quotations In-house repairs	In house repair quotations must be delivered to the applicable department within 4 hours of request, unless communicated via email the reasons why this is not possible. Quotations must be emailed to the applicable department.
4	Invoice delivery & Accuracy	Invoices and supporting control documents must be sent within 72 hours of the completed work. Quality of documentation submitted i.e. Duplicate invoices submitted, Incorrect invoices, missing documentation attached to invoices etc.
5	Re-work	Vehicles repairs occurring due to poor workmanship or reworking. Failing between interventions
6	Lead Time to Work Completion	Vehicles not being returned at agreed upon lead times.

(13) ADDENDUM F - SUPPLIER DEVELOPMENT SCHEDULE (SAMPLE)

As was stated in the technical specification the City of Cape Town reserves the right to compile individual developmental schedules for the Service Provider's physical assessment where gaps in the Service Providers business maturity (if any) will be highlighted.

The following Development Schedule must be seen as a guide for the path to compliance. Depending on the Service Providers level of compliance the Schedule may be reduced or expanded upon to assist the Service Provider to grow in various developmental areas.

DEVELOPMENTAL AREAS	AUDIT FINDING	YEAR 1	YEAR 2	YEAR 3
OCCUPATIONAL HEALTH AND SAFETY				
The City of Cape Town expects development to compliant in this area over the tenure of the contract.				
• Appointment letters OHSAS				
• Safety Reps trained and appointed				
• First aiders trained and appointed				
• Health and Safety Meetings 3 monthly				
• Maintenance of safety records / minutes.				
• H&S Inspections and proper records				
• Appropriate PPE issued to staff				
• Hygiene Surveys done				
• Staff medicals done				
• First Aid Box location				
• Fire risk survey				
• Electrical Certificate of Compliance				
• Compressors inspected and tested				
• Emergency procedures in place				
• Lighting and Ventilation adequate				
• Equipment inspection registers				
FACILITIES				
It is expected that the areas listed below be considered important and planned for by the respective Service Providers.				
• Wash bays with oil traps				
• Appropriate battery bay / charging area				
ENVIRONMENTAL				
The Service Providers are to apply his / her resources effectively to reduce the impact of the waste / effluent generated by the business.				
• Hazardous waste separation				
• Safe storage of hazardous chemicals				
• Material Safety Data Sheets on hand				
• Oil store / cabinet				
• Oil spillage containment / spill kit				
• Air borne pollutants				

DEVELOPMENTAL AREAS				
The list of equipment listed below is generally accepted in the industry to be found in an established artisan toolbox.				
AUDIT FINDING	YEAR 1	YEAR 2	YEAR 3	
ARTISAN TOOLS				
ANALYSIS				
• Hydrometer (Battery and Antifreeze)				
FAULT FINDING				
• Lead light				
• Magnetic pickup tool				
PLIERS				
• Various				
MEASURING				
• Vernier Calliper				
• Tape Measure				
• Feeler gauges set				
• S/Steel ruler 300mm				
LUBRICATION				
• Handheld grease gun				
ALLEN KEYS				
• Set of Allen keys & Torx socket set				
SPANNERS AND SOCKETS				
• Metric and Imperial Combination Spanners				
• Various shifting spanner				
• Metric and Imperial ½ & ¾ inch socket set				
SCREWDRIVERS				
• Screwdriver various				
• Mayande				
METAL WORKING				
• Set of steel files				
• Set of steel chisels				
• Hacksaw & blades				
• Various hammers				
• Tommy bar				
• Centre punch set				
• Pry bar				
• Stud extractor				
DEVELOPMENTAL AREAS				
The list of equipment listed below is generally accepted in the industry to be found in an established Heavy/Construction Plant workshop.				
AUDIT FINDING	YEAR 1	YEAR 2	YEAR 3	
WORKSHOP TOOLS				
The list of equipment listed below is generally accepted in the industry to be found in an established motor mechanics workshop.				
ARTISAN WORK AREA				
• Workshop Bench & Vice				
• Bench Grinder				
• Drill press 13mm				
• Jumper Cables				
• Battery charger				
• Battery Booster Cables 400 amp				
• Creeper				
• Drip Trays – Diesel & Graded				
• Oil collection trolley on wheels				
• Porta power				
TOOL STORE ITEMS				
• OEM workshop manuals (if applicable)				
• Pressure gauges various i.e. oil pressure				
• Various Tap & Die Set Carbon				
• Air pressure gauges				

• Radiator pressure gauge				
MEASURING				
• Micrometer				
• Dial Indicator plunger type				
ELECTRICAL				
• Multi-meter				
• Drilling machine hand held				
• Portable grinder 700W				
PNEUMATIC TOOLS				
• Air compressor				
• Impact wrenches 1, ½, ¾ inch				
TORQUE WRENCHES				
• Various torque wrenches in heavy plant industry				
WELDING				
• welding equipment				
• Gas welding equipment				
• Applicable PPE				
DEVELOPMENTAL AREAS	AUDIT FINDING	YEAR 1	YEAR 2	YEAR 3
Workshop tools continued				
CLUTCH BRAKE VENTING				
• Brake fluid extractor and refiller bottle				
HYDRAULIC (if applicable)				
• Hydraulic press				
• Hydraulic bearing press				
• Bearing removal tool / pullers				
PARTS CLEANING				
• Parts washer				
• Waste solvent draining tank				
VEHICLE WASHING				
• High pressure washer				
LIFTING				
• Trolley Jacks				
• Transmission Jacks				
• Trestles				
• Slings and lifting tackle				
• Gantry Crane				
DIAGNOSTICS				
The following is considered to be developmental areas for Service Providers.				
• Four gas analyser				
• OBD fault diagnostic computer				
• Diesel injection tester				
• Compression tester kit universal				
• Cylinder leak detector				
• Brake fluid tester				

(13) ADDENDUM G**HEALTH AND SAFETY COMPLIANCE CHECKLIST**

The City of Cape Town requires that vendors as employers in their own right be compliant to the requirements of the OHS Act 85 of 1993 and associated regulations. This in the interests of the safety of the City's assets, the service provider's clients including the City's staff who may have cause to be on the service providers premises during maintenance and repair interventions.

While not being prescriptive in this regard, the **Health and Safety Manual** of each prospective panel member will be evaluated by the independent assessors for minimum compliance to such Occupational Health and Safety Act and Regulations.

The **Health and Safety Manual** should contain evidence of progress in the following areas: -

1. Health and Safety Policy.
2. Risk Assessments
3. Health and Safety Audits
4. Illumination Surveys
5. Noise Surveys
6. Hazchem Surveys
7. Air Quality surveys
8. Appointment of Persons as Required by The Act.
9. GMR2 Appointment if Required.
10. Election and Appointment of Safety Representatives.
11. Training of Safety Representatives.
12. First Aider Appointments.
13. Training of First Aiders.
14. Safety Committee Meetings every 3 Months (at least)
15. Incident Register Maintenance.
16. Incident Investigations.
17. Workshop and Equipment Inspections.
18. Compilation of Work Safe Work Instructions.
19. Compliance with OHSAS associated regulation requirements.
20. Safety Equipment Register and Inspection Schedules
21. Premises and Facilities.
22. Housekeeping
23. Emergency Procedures

(13) ADDENDUM H SAMPLE INVOICE

SERVICE PROVIDER COMPANY NAME Vendor Number _____			Date		Page	1		
			Due by		1 / 10 / 2018			
			Document No		12322			
JOB	CCT 1234 RN		City of Cape Town Accounts Department Private Bag X6 Bellville 7535 Deliver to: Abdullah Van der Fort Job A4652					
Details	Hydraulic repairs and annual test.							
Authorised by	Mr. Randall Nelson							
Booked in	28 / 9 / 2018							
Booked out	1 / 10 / 2018							
Account	Vehicle	Tax Exempt	Purchase order	Sales Code	Expiry	Incl/ Excl		
0006	CA174 327 Fleet 94	N	4500193497	001	16/08/18	Excl		
LABOUR								
Code	Work Description	Labour (hrs)	All-inclusive hourly rate hr	Total Cost	Vat 15%	Total		
RH 1	Replace 3/8" xo.6m hoses	2	480	960	144	1 104		
RR 1	Remove & replace steel adaptor	1	480	480	72	552		
RH 1	Replace 3/8" x 1m hose	2	480	960	144	1 104		
RG B	Replace 4 glazier bushes and pins	4	480	1920	288	2208		
AS 1	Annual service and test	8	480	3840	576	4 416		
					Sub Total	9 384		
SPARES / PARTS NORMALLY UTILIZED TO SERVICE / REPAIR								
Part no	Description	Unit of issue	Unit Cost	Discount	Qty	Total Cost	Vat 15%	Total
H 3/8	Hydraulic hose reinforced	M	100		0.6	60	9.72	69.72
SD 1	Steel adaptors	Ea.	20		2	40	6.48	49.68
GB 1	Glacier bushes	Ea.	250		4	1000	162	1 242.00
						Sub Total		1 361.40
BUY OUTS / OUT SOURCED / SUB CONTRACTED SERVICES / SPECIALIST COMPONENTS								
Item	Description	Sub-contracted gross invoiced amount Excl: Vat			Buy Out Mark-up <= 8% (Handling Fee)	Vat 15%	Total	
Gb1	Refurb cylinder ex Hytec	10 000			800	1620	12,420	
ADDITIONAL INSTRUCTIONS:						Labour	9 384.00	
						Parts	1 361.40	
						Buy outs		
						Total	10 745.4	

DEVELOPMENT MANAGEMENT

Head Office

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

Website

<http://planning.capetown.gov.za>

Call Centre

0800 65 64 63



Update: 06/03/2018

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

021 400 6442
084 603 3528

Emil Schnackenberg
Manager: Land Development
North and Central

021 400 9410
083 417 9980

LAND MANAGEMENT

Jaco van der Westhuizen
Manager: Land Management

021 400 3847
084 603 1796

Pieter Koekemoer
Head: Building Development Management

021 400 7581
082 805 5507

Richard Walton
Head: Land Use Management

021 400 7579
071 256 2934

DISTRICT OFFICES

TABLE BAY DISTRICT

PHYSICAL ADDRESS: Media City Building, 2nd Floor,
cnr Adderley Street and Hertzog
Boulevard, Cape Town, 8001

POSTAL ADDRESS: PO Box 4529, Cape Town, 8000

CONTACT NUMBER: 021 400 6444

FAX NUMBER: 086 202 9991

E-MAIL: Comments_Objections.Tablebay@capetown.gov.za

Marx Mupariwa
District Manager: Table Bay

021 400 6443
082 926 8079

Gregory September
Section Head: Land Use Management

021 400 6447
084 499 4923

Benito Cogill
Section Head:
Building Development Management

021 400 6478
083 949 7066

Christiaan Coetzee
Section Head: Customer Interface

021 400 6497
084 757 3964

BLAAUWBERG DISTRICT

PHYSICAL ADDRESS: Municipal Building, 87 Pienaar Road,
Milnerton, 7441

POSTAL ADDRESS: PO Box 35, Milnerton, 7435

CONTACT NUMBER: 021 444 0561

FAX NUMBER: 086 202 9679

E-MAIL: Comments_Objections.Blaauwberg@capetown.gov.za

Dewaldt Smit
District Manager: Blaauwberg

021 444 0560
082 805 9174

Elmari Marais
Section Head: Land Use Management

021 444 0562
082 083 2322

Willie Schulze
Section Head:
Building Development Management

021 444 0569
084 628 9708

Vacant
Section Head: Customer Interface

021 444 0581

DISTRICT OFFICES

NORTHERN DISTRICT

PHYSICAL ADDRESS: Kraaifontein Administrative Building,
Brighton Road, Kraaifontein, 7570
POSTAL ADDRESS: PO Box 25, Kraaifontein, 7569
CONTACT NUMBER: 021 444 1062
FAX NUMBER: 086 202 9847
E-MAIL: Comments_Objections.Northern@capetown.gov.za

Susan Matthysen
District Manager: Northern
021 444 1061
084 300 3313

Sean van Rensburg
Section Head: Land Use Management
021 444 1044
073 576 8634

Edward Juul
Section Head:
Building Development Management
021 444 1027
084 222 1412

Anthea Zeederberg
Section Head: Customer Interface
021 444 1057
083 825 4302

TYGERBERG DISTRICT

PHYSICAL ADDRESS: Parow Administrative Building,
cnr Voortrekker Road and Tallent Street,
Parow, 7500

POSTAL ADDRESS: Private Bag X4, Parow, 7499

CONTACT NUMBER: 021 444 7843

FAX NUMBER: 086 202 9256

E-MAIL: Comments_Objections.Tygerberg@capetown.gov.za

Riaan Booysen
District Manager: Tygerberg
021 444 7840
084 627 2407

Chad Newman
Section Head: Land Use Management
021 444 7505
082 254 1445

Johan Gerber
Section Head:
Building Development Management
021 444 7845
079 490 0409

Eric Dirks
Section Head: Customer Interface
021 444 7847

DISTRICT OFFICES

HELDERBERG DISTRICT

PHYSICAL ADDRESS: Somerset West Administrative Building,
cnr Andries Pretorius and Victoria Streets,
Somerset West, 7130

POSTAL ADDRESS: PO Box 19, Somerset West, 7129

CONTACT NUMBER: 021 444 4619

FAX NUMBER: 086 202 9778

E-MAIL: Comments_Objections.Helderberg@capetown.gov.za

Daan Visser
District Manager: Helderberg
021 444 4618
083 652 8186

Jeanine Williams
Section Head: Land Use Management
021 444 4623
082 929 2116

Jaco Theron
Section Head:
Building Development Management
021 444 7240
084 235 2065

Azudumile Mfutwana
Section Head: Customer Interface
021 444 4640
082 498 5918

MITCHELLS PLAIN / KHAYELITSHA DISTRICT

PHYSICAL ADDRESS: Stocks and Stocks Complex, Ntiazane
Road, Ilitha Park, Khayelitsha

POSTAL ADDRESS: Private Bag X93, Bellville, 7535

CONTACT NUMBER: 021 360 1101

FAX NUMBER: 086 202 9810

E-MAIL: Comments_Objections.Khayemitch@capetown.gov.za

Charles Rudman
District Manager: Mitchells Plain / Khayelitsha
021 360 1132
084 249 3881

Gerhard Hanekom
Section Head: Land Use Management
021 360 1150
082 620 2355

Gerrit Sauls
Section Head:
Building Development Management
021 360 1106
078 803 0872

Marlénette van Schalkwyk
Section Head: Customer Interface
021 360 1167

DISTRICT OFFICES

CAPE FLATS DISTRICT

PHYSICAL ADDRESS: Ledger House, cnr Aden Avenue and
George Street, Athlone, 7764

POSTAL ADDRESS: PO Box 283, Athlone, 7760

CONTACT NUMBER: 021 684 4369

FAX NUMBER: 086 202 9745

E-MAIL: Comments_Objections.CapeFlats@capetown.gov.za

Margot Muller
District Manager: Cape Flats
021 684 4310
084 222 1263

Adele McCann
Section Head: Land Use Management
021 684 4341
072 417 6767

Francois Mostert
Section Head:
Building Development Management
021 684 4312
083 391 2306

Colwyn Beukes
Section Head: Customer Interface
021 684 4324
083 650 8711

SOUTHERN DISTRICT

PHYSICAL ADDRESS: Plumstead Administrative Building, cnr

Main and Victoria Roads, Plumstead, 7800

POSTAL ADDRESS: Private Bag X5, Plumstead, 7801

CONTACT NUMBER: 021 444 7721

FAX NUMBER: 086 202 9985

E-MAIL: Comments_Objections.Southern@capetown.gov.za

Ossie Gonsalves
District Manager: Southern
021 444 7720
084 888 0702

Pierre Hoffa
Section Head: Land Use Management
021 444 7724
084 685 6205

Vacant
Section Head:
Building Development Management
021 444 2603

Ielyaas Brink
Section Head: Customer Interface
021 444 2598
082 379 3777

SERVICE PROVIDERS TO NOTE:

Service Providers who do not have any formal health and safety system in place have to commence with a risk assessment. That means management discussing the hazards in the business with the work team, listing them, discussing how often the staff would be exposed to the hazards and then putting suitable steps in place to counter these risks with an action plan with staff responsibilities delegated to ensure that the action plan is indeed put into place. Those Service Providers who have in the past conducted such an assessment may attach a copy of such an assessment to this tender.

The following is a sample risk assessment and plan. The Service Providers are to apply the format to his / her own business. The completed risk assessment and associated action plan has to be attached to the tender submission.

Inherent Hazards / Dangers	RISKS	Exposure Frequency	Probability Of Injury	ACTION PLAN	Action By :	Hazard Mitigated	Follow Up By
Compressed Air	Soft tissue damage due to line whipping about when disconnected	Daily	Low	All airlines have suitable device fitted to prevent whipping when disconnected from pneumatic wrench.	Mr. A. Line Manager	Yes	Next safety meeting
Explosion of tractor / dozer tyres	Serious injuries / Death	Weekly / High		All workers trained in safe working procedures and dangers of horseplay Airline has dead man's handle Tyre cage purchased	No further action required	Yes	Next safety meeting
Manual handling Movement of components	Workers risk injuries or back pain or pain elsewhere from handling heavy and/or bulky objects.	Daily	High	Workers are trained in safe manual handling and to ensure contractors follow safe manual handling techniques Brief workers on handling tyres, refer to HSE publication <i>Collection and delivery of tyres – Tackling the risk of manual handling injuries: a practical guide</i>	Mr. B to arrange manual handling training for the workers in the store. A detailed assessment to be done using HSE publication <i>Manual handling assessment charts</i>	2015-05-12	Next safety meeting

Inherent Hazards / Dangers	RISKS	Exposure Frequency	Probability Of Injury	ACTION PLAN	Action By :	Hazard Mitigated	Follow Up By
Hazardous substances Contact with used engine oil etc. during servicing	Skin contact over a long period can lead to severe dermatitis and skin cancer. Risks from dermatitis and skin cancer to be explained to workers	Daily	High	Nitrile gloves supplied and used Garage overalls supplied and used Contract for regular cleaning of overalls Workers informed to clean hands thoroughly and use skin creams provided after contact with hazardous substances	Supervisor A to start keeping a check that gloves are being used	Further checks required.	Report on status at next safety meeting on the 15 th June 2015
Engine running inside, toxic fumes, e.g. carbon monoxide	The fumes may cause eye irritation and breathing difficulties.	Daily	High	Vehicle exhaust attached to extractor system when engine is running. Extractor system maintained and tested to prevent leaks	Mr. B will do daily checks on the status and inform of the dangers	Further checks required.	
Fire Petrol and LPG fires	If trapped workers and customers could suffer fatal injuries from smoke inhalation/burns. Client assets could be destroyed.	Low	Medium	Fire alarms maintained and tested by manufacturer. Extinguishers provided and inspected under contract	Manager C to arrange training on use of extinguishers for all workers	Yes	Report by next safety meeting
				Special fire exits not needed as all work areas have immediate access to outside Workers trained in hazards of LPG	Annual fire drill to be carried out	Planned on 29 August 2015	Report by next safety meeting
Battery charging	Workers could suffer burns from contact with battery acid while charging, particularly if battery is overcharged and explodes.	Daily	Low	Proprietary charger, installed by electrician, is used in accordance with instructions	No further action required	Completed on 10 th May 2015	Report by next safety meeting
				Acid-resistant gloves and goggles supplied and used			
				Residual current device (RCD) built into main switchboard.			
Oil spillage	Pollution of storm water drains	Daily / High	High	Absorbent granules and sawdust put on spills as soon as possible	Weekly housekeeping check to be started	2012-05-12	Report by next safety meeting



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

UTILITY SERVICES

SOLID WASTE MANAGEMENT

Civic Centre
12 Hertzog Boulevard
Tel: 0860 103 089
Email: Eastwise.user@capetown.gov.za

APPLICATION TO REGISTER AS A **WASTE GENERATOR** IN TERMS OF THE CITY OF CAPE TOWN INTEGRATED WASTE MANAGEMENT BY-LAW (PG 6756)

WHERE APPLICABLE, PROVISION OF THE FOLLOWING INFORMATION IS COMPULSORY:

1. Business details
2. Contact details of Authorised Company Representative
3. Waste Management Plan
4. Confirmation by Company Representative
5. Copy of SLA with COCT or Accredited Service Provider

For Office Purposes:

Reference Number

Type of Registration:

New		Renewal		Update of Information		De-Registration	
Y	N	Y	N	Y	N	Y	N

1. BUSINESS INFORMATION

Municipal Account No: OR Business Partner No:

Name of Company:

Company Registration No:

Company Physical Address: (within the COCT)

.....

.....

Latitude: Longitude:

Company Postal Address:

.....

.....

Business Tel No: Business Fax No:

Nature of business: (manufacturing, industrial, retail, etc.):

(13) ADDENDUM L WASTE REMOVAL COMPANIES

WASTE REMOVAL COMPANY	ADDRESS	PHONE	WASTE REMOVED

The forms may be downloaded here :

<https://www.capetown.gov.za/City-Connect/Apply/Municipal-services/Water-and-sanitation/Apply-to-discharge-industrial-effluent>

APPLICATION FOR PERMISSION TO DISCHARGE*/CONTINUE TO DISCHARGE INDUSTRIAL EFFLUENT TO SEWERS AND ADJUSTMENT OF SANITATION VOLUMETRIC CHARGE



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

WDMS_P-R_Form_001

IEA No: DATE:

APPLICATION FOR PERMISSION TO DISCHARGE*/CONTINUE TO DISCHARGE*/VARY EXISTING DISCHARGE OF INDUSTRIAL EFFLUENT FROM TRADE PREMISES OR INFORMATION REQUIRED IN TERMS OF SECTION 3(1)b OF THE WASTEWATER BY- LAW P.G. 7227 07 FEBRUARY 2014. THIS INCLUDES APPLICATION FOR ADJUSTMENT OF SANITATION VOLUMETRIC CHARGE

*Delete which ever is not applicable

If the application is submitted in support of building plans, quote building plan no.

*Failure to supply supporting documentation will render the application invalid.

DEFINITION OF INDUSTRIAL EFFLUENT: Industrial Effluent means any liquid, whether or not containing matter in solution or suspension, which is given off in the course or as a result of any industrial trade, manufacturing, mining or chemical process or any laboratory, research, service or agricultural activity, and includes matter discharged from a waste grinder and any liquid other than domestic effluent.

A. INDUSTRY OR BUSINESS

Business Owner's Name:

Registered Name

Street No & Name

Suburb

Postal

Add

Telephone

Erf

Name of

Building/Complex

B. REGISTERED OWNER OF PREMISES

Name

Street No & Name

Physical Add

Registered Company/ Trust No:

Telephone

Area/Suburb

C. TYPE OF PRODUCTS OR NATURE OF BUSINESS

.....
.....
.....

D. NUMBER OF PERSONS ON THE PREMISES

Total.

Normal Working Hours am pm. Hours

Days p/w

(13) ADDENDUM N QUALITY MANAGEMENT GUIDE

A quality management system should contain the following aspects.

1. QMS QUALITY MANAGEMENT STANDARDS

As a guide to the service provider, the QMS system should encompass the following practical elements in order to ensure compliance to the City of Cape Town's requirements as stated in T1.

1.1. QMS CLIENT CENTERED

The service providers QMS program should focus on meeting all the requirements of the City of Cape Town in as far as this technical specification is concerned along with compliance to all regulatory and statutory standards as well as the key performance areas listed below during the tenure of the contract.

1.2. QMS QUALITY MANAGEMENT POLICY

This document provides a framework for setting quality objectives and includes a commitment to satisfy applicable requirements as well as a commitment to continual improvement of the quality management system. A sample of such a document is in Addendum N.

1.3. QMS QUALITY MANAGEMENT MANUAL

This document includes the QMS policy, the scope of the adopted QMS system, all the QSM business processes as well as senior managements involvement with the QMS system. This document shows the service providers approach to QMS.

1.4. QMS STAFF TRAINING

The service provider must strive to ensure that key staff receive basic training in their business quality requirements. This would amongst other aspects, include specific product training / courses from OEM suppliers.

1.5. QMS WORK OPERATING PROCEDURES

All the service provider's business processes related to work for the City of Cape Town should be mapped and compiled as written work / operating procedure documents.

This is to ensure all compliance standards are met, procedures have no adverse impact on safety and the environment, work schedules are adhered to i.e. meeting the lead times offered to the City of Cape Town and fleet asset rework is minimised ensuring a high asset availability level to the City of Cape Town.

1.6. QMS METRICS

The service provider should measure conformance to quality standards and objectives by recording and analysing related conformance and major/minor non-conformances on a regular basis.

1.7. QMS RECORD KEEPING

In terms of this technical specification, the service provider must have a reliable and easily traceable and auditable system of record keeping in support of quality management requirements.

Any work done for the City of Cape Town is to be traceable from quotation request, comprehensive job cards, final invoice documents and final inspection sheet prior to delivery of the asset to the City of Cape Town.

1.8. QMS AUDITS

The service provider should conduct internal audits to constantly monitor their adopted QMS performance and to document the findings of such audits and any recommendations for improvement. These audits to be discussed at the service provider's senior management meetings held periodically.

Issue Date	25 th Jan 2020	Version No	5	Page	
Review Date	15 th March 2020	Last Revision	4	Document Name	QMS Policy

(Company name) ENGINEERING WORKS
QUALITY MANAGEMENT POLICY STATEMENT

(Company Name) was established in 1999 to provide professional hydraulic maintenance services to the heavy machinery industry. We are based in Parow and employ 250 staff.

Quality is important to our business because we value our customers. We strive to provide our customers with products and services which meet and even exceed their expectations.

We are committed to continuous improvement and have established a Quality Management System which provides a framework for measuring and improving our performance.

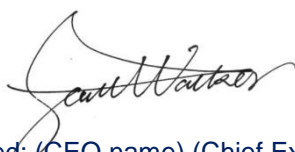
We have the following systems and procedures in place to support us in our aim of total customer satisfaction and continuous improvement throughout our business:

- regular gathering and monitoring of customer feedback
- a customer complaints procedure
- selection and performance monitoring of suppliers against set criteria
- training and development for our employees
- regular audit of our internal processes
- measurable quality objectives which reflect our business aims
- management reviews of audit results, customer feedback and complaints

Our internal procedures are reviewed regularly and are held in a Quality Manual which is made available to all employees.

Although the Managing Director has ultimate responsibility for Quality, all employees have a responsibility within their own areas of work to help ensure that Quality is embedded within the whole of the company.

The policy review date is 15th March 2020



Signed: (CEO name) (Chief Executive)

Date: 25th January 2020

Issue Date	25 th Jan 2020	Version No	5	Page	
Review Date	15 th March 2020	Last Revision	4	Document Name	QMS Policy

(13) ADDENDUM P SAMPLE HEALTH AND SAFETY POLICY

The Service Providers are to apply his / her mind and compile a business specific plan applicable to his / her business which must be attached to the tender document. The document must be listed in Schedule 14 List of documents to be added by the Service Providers.

SAMPLE POLICY STATEMENT ONLY

We endeavour to create and maintain a safe and healthy work environment for all our employees, visitors, public and contractors. We further strive to manage environmental impacts associated with our activities, products and services.

To demonstrate this commitment, we declare that: -

- The health and safety of our employees, contractors and the public or any other person, when on our premises or in the immediate vicinity are of paramount importance.
- Compliance with legislation, regulations and other requirements pertaining to Occupational Health, Safety and the Environment are considered throughout the business operations.
- Health, Safety and Environmental requirements take precedence over expedience and every effort is made to improve our processes and reduce incidents which may harm people, property and the environment.
- We are committed to the continual improvement of Occupational Health, Safety and Environmental management by prevention of pollution and setting ongoing measurable and achievable objectives.

In view of the above, we commit to the: -

- 1) Identification, analysis and review of business processes and procedures to eliminate and reduce the impact of hazards and risks associated with our activities
- 2) Continual reduction of accidents and ill-health statistics.
- 3) Planning and provision of technical and financial resources to ensure proper implementation of Safety, Health and Environmental Management Systems.
- 4) Communication of the Occupational Health, Safety and Environment policy and procedures to employees as well as the availability of this policy to interested and affected parties.
- 5) Effective induction and training programmes to empower employees, and set guidelines to address Safety, Health and Environmental requirements.
- 6) Effective supervision at all levels.
- 7) Efficient systems that promote incident and non-conformance reporting as well as the investigation thereof, to prevent recurrences and promote continual improvement.
- 8) Development and Implementation of Safety, Health and Environmental Systems.
- 9) Auditing and review of Health, Safety and Environment against set objectives.
- 10) Documentation, implementation and maintenance of an Occupational Health, Safety and Environmental Management System.
- 11) An annual review of this policy.

Chief Executive Officer (Business Name / Sign)

Date

Floor Manager (Business Name / Sign)

Date

Employee Rep (Business Name / Sign)

Date

(13) ADDENDUM Q

ENVIRONMENTAL POLICY STATEMENT SAMPLE

(Company name) accepts its responsibilities in environmental matters and recognises that good environmental management must be an integral and fundamental part of our business. Although we believe that we have a minimal impact on the South African environment, (Company Name) hereby aims to continue to improve its environmental performance by:

- Complying with the requirements of all South African environmental legislation and local by laws
- Assessing the environmental effects of all business operations.
- Raise awareness, encourage participation and train employees.
- Expecting similar environmental standards from all suppliers and contractors.
- Actively promoting recycling internally to our staff and externally to our customers and suppliers.
- Conserving natural resources through increased energy efficiency and better water management.
- Managing waste and avoiding the use of hazardous substances.
- Implementing the use of recycled materials where appropriate.
- Preventing and reducing pollution by implementing efficient control procedures to monitor and manage materials and processes that impact on the environment.
- Making our Environmental Policy publicly available to interested parties.
- Continually seeking to improve environmental performance.
- Monitoring progress and review performance annually.

Delivering our operational plans within this policy will enable (Company Name) to develop sustainable practices and deliver meaningful contributions to the quality of our environment.

Mr. _____
Managing Director

20th March 2020

1 SERVICE PROVIDER DEVELOPMENT

Whilst the City of Cape Town has well established registered service providers currently offering services to its fleet management departments, it is also realised that there are emerging Service Providers who want to develop their business to the level of being a major supplier of repair and maintenance services, i.e. works to OEM standards, is compliant with Occupational Health, Safety and Environmental regulations, statutory requirements and quality management amongst other aspects.

1.1 DEVELOPMENT OF EMERGING BUSINESSES AND DTI INCENTIVES

The City of Cape Town encourages emerging businesses to make use of the DTI incentives to improve their business acumen. The following is for the assistance where necessary of prospective panel members. The City of Cape Town will not be held responsible for any detail / address changes. The onus is on the service provider to do his / her own research.

Emerging businesses wishing to participate in tenders such as these may request support from the DTI (Department of Trade and Industry). More information can be obtained from the **TECHNOLOGY TRANSFER UNIT (TTU)**

1.2 QUALITY AND STANDARDS UNIT

The Small Enterprise Development Agency (SEDA) is an agency of the Department of Small Business Development and was established in December 2004, through the National Small Business Amendment Act, Act 29 of 2004.

The DTI's SEDA (Small Enterprise Development Agency) Technology Programme (STP) is a division of SEDA focusing on technology business incubation, quality & standards and technology transfer services & support to small enterprises.

1.2.1 QUALITY STANDARDS ISO 9001

SEDA ensures that small businesses have access to quality control and assessment processes, and provides training and access to accreditation and certifications.

1.2.2 The offerings are (amongst others): -

Quality awareness coaching sessions
 Quality health checks - Electronic business maturity tools
 Quality booklets – Micro-enterprise support
 Training, and training of trainers on:

- ISO 9001:2008;
- ISO 18001

1.2.3 The Unit facilitates the development and implementation of the following management systems through the provision of incentives support:

- ISO 9001:2008 (Quality management system)
- ISO 14001 (Environmental management system)

1.2.4 Quality and Standards Unit contact details

Quality and Standards Unit – Enterprise Development Sub-Unit
 Quality and Standards Unit – Conformity Assessment Sub-Unit

1.3 SABS TRAINING ACADEMY

Service providers wishing to train ISO 9001 auditors for their business quality management system may approach SABS Training Academy as well as other private training institutions.

1.3.1 The Academy is accredited with the Southern African Auditor and Training Certification Authority (SAATCA) for Lead auditor courses in Quality Management Systems, Environmental Management Systems and Occupational Health and Safety.**1.3.2 The SABS training modules include an overview of the relevant standards, creating overall organisational awareness and implementation of management systems such as: SANS/ISO 9001, SANS/ISO 14001 and OHSAS 18001****1.3.3 For more information:**

[vhttps://sabs.onlinebookings.co.za](https://sabs.onlinebookings.co.za)

or call +27 12 428 6877/676;
or email: info@sabs.co.za

1.4

CITY OF CAPE TOWN ENTERPRISE AND INVESTMENT DEPARTMENT

In addition to the assistance available from the DTI mentioned above, the City of Cape Town's Enterprise and Investment Department is also available to facilitate support in areas of training, upskilling, and financial assistance.

In this context contact Enterprise and Investment at Development.Enquiries@capetown.gov.za

The following is a basic example of a **Technical Skills Matrix**. The Technical Skills Needs Matrix must be constructed and in some cases expanded with the essential OEM technical requirements in mind described as URGENCY in the tables below. The product courses, technical courses as well as the level of exposure to such work in-house can then be tailored to increase proficiencies to the required level.
IT IS NOT TO BE CONSTRUED TO BE A COMPLETE LIST.

HEAVY PLANT MACHINE MAINTENANCE

URGENCY: 1 (Lowest) - 5(Highest)

LEGEND: **A** = Adequate, **G** = Good, **RET** = Requires external training, **RIT** = Requires in-house training, **P** = Poor, **NE** = Needs exposure

HYDRAULIC / HYDROSTATIC MAINTENANCE

THEORETICAL KNOWLEDGE

Knowledge of the functions of the different components making up a hydraulic / hydrostatic system, function and application of filters, installation techniques, function and application of reservoirs, basic hydraulic system operation, cleaning of hydraulic systems, hydraulic lubrication principles, oil cleanliness as it affects system integrity.

PRACTICAL MAINTENANCE AND REPAIR

Hydraulic cylinder maintenance, removal, disassembly, assessment, repair, test and fitment. Valve bank repairs, PTO fitment and repairs, Gear pump fitment and repairs, Slew gear fitment and repairs, Reservoir fitment and repairs, Hose manufacture, hose replacements.

(The service provider to note that these elements can be separated out and treated individually depending on the urgency)

PRODUCT	URGENCY	NAME Nonhle	NAME Themba	NAME Frik	NAME Ryan
General					
CAT - Digger loader					
CAT - Excavators					
CAT - Graders					
DEZZI - Dumper truck					
DEZZI - Loader					
JCB - Front End Loader					
JCB - Skidsteer					
John Deere - Tractors					
Komatsu - Loaders					
Landini - Tractors					
Lamborghini - Tractors					
Massey Furg - Loader					
Volvo - Excavator					

URGENCY: 1 (Lowest) - 5(Highest) LEGEND: A = Adequate, G = Good, RET = Requires external training, RIT = Requires in-house training, P = Poor, NE = Needs exposure						
HEAVY MACHINE MAINTENANCE						
FAULT FINDING HEAVY MACHINES Fault finding. Setting and adjusting safety electronic / mechanical interlocks and alarms to OEM settings, pressure relief valves. A good working knowledge of electronic / hydraulic control systems and the various interlocks and alarm systems and can do fault finding, repairs and adjustments to OEM standards. Annual inspection, performance / load testing. (The service provider to note that these elements can be separated out and treated individually depending on the urgency)	PRODUCT	URGENCY	NAME Nonhle	NAME Themba	NAME Frik	NAME Ryan
	CAT - Digger loader					
	CAT - Excavators					
	CAT - Graders					
	DEZZI - Dumper truck					
	DEZZI - Loader					
	JCB - Front End Loader					
	JCB - Skidsteer					
	John Deere - Tractors					
	Komatsu - Loaders					
	Landini - Tractors					
	Massey Furg - Loader					
	Volvo - Excavator					
SERVICING HEAVY PLANT MACHINERY						
Changing hydraulic filters and other system components. Cleaning hydraulic reservoir. Performing preventive maintenance on hydraulic systems. Changing strainers on hydraulic pumps. Adding filtered fluids to hydraulic systems. Identifying potential problems on hydraulic systems. Changing hydraulic hoses, fittings or tubing. (The service provider to note that these elements can be separated out and treated individually depending on the urgency)	PRODUCT	URGENCY	NAME Nonhle	NAME Themba	NAME Frik	NAME Ryan
	CAT - Digger loader					
	CAT - Excavators					
	CAT - Graders					
	DEZZI - Dumper truck					
	DEZZI - Loader					
	JCB - Front End Loader					
	JCB - Skidsteer					
	John Deere - Tractors					
	Komatsu - Loaders					
	Landini - Tractors					

	Massey Furg - Loader					
	Volvo - Excavator					

URGENCY: 1 (Lowest) - 5(Highest) 1: No capability, 2: Basic level of capability, 3: Intermediate level of capability, 4: Advanced level of capability 5: Requires external training LEGEND: A = Adequate, G = Good, RET = Requires external training, RIT = Requires in-house training, P = Poor, NE = Needs exposure						
HEAVY MACHINE MAINTENANCE	PRODUCT	URGENCY	NAME	NAME	NAME	NAME
General fabrication, fitting and repair of the following using appropriate metal working tools :-			Nonhle	Themba	Frik	Ryan
Mild steel structural components	General Machine Maintenance					
Stainless steel structural components						
Aluminium structural components						
Proficiency in the use of a plasma cutter						
Proficiency in the use of OEM recommended fasteners and torqueing						
WELDING	PRODUCT	URGENCY	NAME	NAME	NAME	NAME
Proficiency in the following welding methods :-			Nonhle	Themba	Frik	Ryan
Gas brazing	General Machine Maintenance					
Manual arc (Stick welding)						
MIG welding (Metal inert gas)						
TIG welding (Tungsten inert gas)						
AUTHORISED:						

(13) ADDENDUM S

TECHNICAL SKILLS MATRIX

PAGE 4

LEGEND:

A = Adequate, G = Good, RET = Requires external training, RIT = Requires in-house training, P = Poor, NE = Needs exposure

HEAVY MACHINE MAINTENANCE	PRODUCT	URGENCY	NAME	NAME	NAME	NAME
CORROSION PROTECTION			Nonhle	Themba	Frik	Ryan
KNOWLEDGE Abrasive blast cleaning, preparation of substrates for painting, spray paint application techniques (conventional spray, airless spray), brush and roller application. Knowledge of paint types (single packs, twin packs epoxies hardener activated) and solvents. BASIC DUTIES The protection of all steelwork after repairs using industry standard preparation and priming methods and proper application of propriety primers and finish coats as listed above.	General Machine Maintenance					
ENGINEERING STANDARDS AND CODES OF PRACTICE	PRODUCT	URGENCY	NAME	NAME	NAME	NAME
			Nonhle	Themba	Frik	Ryan
Technical staff proficiency in the use and interpretation of OEM and local and international generally accepted maintenance and servicing standards, schematic diagrams e.g. hydraulic circuits. electronic circuits for diagnostic procedures.	General Machine Maintenance					

AUTHORISED:

TRAINING MATRIX

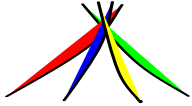
The needs identified in the above needs assessment matrix is to be transferred to the training matrix where the external courses can be planned as well as the in house mentorship and training can be scheduled.

NOTED : Authorised Signatory

ADDENDUM T: GEOGRAPHICAL BOUNDARY OF THE CITY OF CAPE TOWN



ADDENDUM U: JOB CARD SAMPLE

CoCT Electricity
Fleet Management

MAINTENANCE JOB CARD

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Making progress possible. Together.

Document No.: Form-IMS-002

Rev.No:2

Date: 13-Dec-18

Fleet No.:

303

Date In:

15.06.2022

Mileage

129833

Engine Hours

Work Safely and Use Appropriate Safety Gear At All Times. Obtain a Permit if Required

Received by:

Assigned to:

Additional Defects:

Vendor

Notification

Work Order

3 MONTHLY INSP

WORKSHOP

901796204

SMOKE TEST

WORKSHOP

Work Done:					
DSCC					
Vehicle Roadworthiness					
Lighting		Cab		Tyres	

Front and Rear Indicators		Hooter		Tyre Condition	
Rear Tail Lights		Window condition		Mud Flaps	
Park Lights		Seatbelts		Tyre Tread Depth	
Rear Stop Light		Wiper Operation		Bolt Indicator	
Head Light		Mirror			
Beacon Lights		Logbook			
Leaks		Plating		Reflective Tape	
Water Leaks		Number Plate		Reflectors	
Oil Leaks		License Disc Valid		Chevron tape	
Spares					
Part	QTY	Signature	Part	QTY	Signature
Artisan	Normal Time			Duration	
	Start Date	End Date			

Checked and Approved by			
Name:	Date:	Signature:	

11. TRADE NAMES OR PROPRIETARY PRODUCTS

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

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

12. EMPLOYMENT OF SECURITY PERSONNEL

All security staff employed by the supplier on behalf of the CCT or at any CCT property must be registered with Private Security Industry Regulatory Authority (PSiRA). Proof of such registration must be made available to the CCT’s agent upon request.

13. FORMS FOR CONTRACT ADMINISTRATION

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

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

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

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

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

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

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

(14.1) MONTHLY PROJECT LABOUR REPORT (EXAMPLE)**ANNEX 1****CITY OF CAPE TOWN
MONTHLY PROJECT LABOUR REPORT****Instructions for completing and submitting forms****General**

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

Project Details

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

Beneficiary Details and Work Information

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

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

Submission of Forms

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

PROJECT DETAILS

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

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

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

ANNEX 1 (continued)

MONTHLY PROJECT LABOUR REPORT

BENEFICIARY DETAILS AND WORK INFORMATION



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

CONTRACT OR WORKS PROJECT NUMBER:		Year		Month		Sheet						
		1	of									
No.	(8) First name	(8) Surname	(8) ID number	(9) New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	(10) Job seeker database (Y/N)	Contract start date (DDMMYY)	(11) Contract end date (DDMMYY)	(12) No. days worked this month (excl. training)	(13) Training days	(14) Rate of pay per day (R – c)
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
										0	0 R	-
Declared by Contractor or Vendor to be true and correct:		Name		Signature								
		Date										
Received by Employer's Agent / Representative:		Name		Signature								
		Date										