TENDER NO: 58S/2026/27

TENDER DESCRIPTION: FRAMEWORK AGREEMENT FOR THE STATUTORY INSPECTION, TESTING, SERVICING AND REPAIR OF PRESSURE EQUIPMENT FOR THE CITY OF CAPE TOWN

AWARD SUBJECT TO SECTION 33 OF THE LOCAL GOVERNMENT: MUNICIPAL FINANCE MANAGEMENT ACT 56 OF 2003.

CONTRACT PERIOD: 72 MONTHS FROM THE COMMENCEMENT DATE OF THE CONTRACT BUT NOT EXCEEDING 30 JUNE 2033

CLOSING DATE	**05 October 2026**
CLOSING TIME	**10:00 am**
TENDER BOX NUMBER	**205**
TENDER FEE	**R200**

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

TENDERER	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual (hereinafter the "Tenderer")	
TRADING AS (if different from above)	
Registration number of Tenderer	
Physical address and chosen domicilium citandi et executandi of Tenderer	

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

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

TABLE OF CONTENTS

THE TENDER 3

T.1 GENERAL TENDER INFORMATION 3
T.2 CONDITIONS OF TENDER 4
2.1 General 4
2.2 Tenderer's obligations 8
2.3 The CCT's undertakings 19

THE CONTRACT 27

C.1 DETAILS OF TENDERER/SUPPLIER 28
C.2 FORM OF OFFER AND ACCEPTANCE 29
C.2.1 OFFER (TO BE COMPLETED BY THE TENDERER AS PART OF TENDER SUBMISSION) 29
C.2.2 ACCEPTANCE (TO BE COMPLETED BY THE CCT) 30
C.2.3 SCHEDULE OF DEVIATIONS (TO be COMPLETED BY THE CCT UPON ACCEPTANCE) 31
C.2.4 CONFIRMATION OF RECEIPT (TO be COMPLETED BY SUPPLIER UPON ACCEPTANCE) 32
C.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT 33
C.4 PRICE SCHEDULE 34
C.5 SPECIFICATION(S) 64
5.1 General Requirements 64
5.2 Scope and Responsibility 64
5.3 Project Plan 65
5.4 Work and Services 65
5.5 Inspection, Test, Service, Repair and Maintenance Requirements & Standards 68
5.6 General Standards and Requirements 73
5.7 Health and Safety specifications 79
5.8 Breathing Air Compressors 80
5.9 Definitions 82
5.10 Trade Names or Proprietary products 84
5.11 Employment of Security Personnel 84
5.12 Compliance with Applicable Bargaining Council Requirements 84
C.6 SPECIAL CONDITIONS OF CONTRACT 86
C.7 GENERAL CONDITIONS OF CONTRACT 99
C.8 ANNEXURES 110
ANNEXURE A – PRO FORMA INSURANCE BROKER'S WARRANTY 110
ANNEXURE B – MONTHLY PROJECT LABOUR REPORT 111
ANNEXURE C - PRO FORMA PERFORMANCE SECURITY/ GUARANTEE (NOT APPLICABLE) 113
ANNEXURE D - PRO FORMA ADVANCE PAYMENT GUARANTEE 116
ANNEXURE F - TENDER RETURNABLE DOCUMENTS 119
Schedule F.1: Contract Price Adjustment 119
Schedule F.2: Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums 121
Schedule F.3: Declaration for Procurement above R10 million 122
Schedule F.4: Preference Points Claim Form In Terms Of the Preferential Procurement Regulations 2022 123
Schedule F.5: Declaration of Interest – State Employees (MBD 4 amended) 133
Schedule F.6: Conflict of Interest Declaration 135
Schedule F.7: Declaration of Tenderer's Past Supply Chain Management Practices (MBD 8) 136
Schedule F.8: Authorisation for the Deduction of Outstanding Amounts Owed to the CCT 138
Schedule F.9: Certificate of Independent Tender Determination 139
Schedule F.10: Proposed Deviations And Qualifications By Tenderer 140
Schedule F.11: List of Other Documents Attached By Tenderer 141
Schedule F.12: Record of Addenda to Tender Documents 142
Schedule F.13: Information to Be Provided With the Tender 143
Schedule F.13A: List of artisans that will be allocated for Category A equipment 144
Schedule F.13B: List of artisans that will be allocated for Category B equipment 145
Schedule F.13C: Previous experience of Company for Category A equipment 146
Schedule F.13D: Previous experience of Company for Category B equipment 149
Schedule F.13E: AIA Service level agreement 152
CATEGORIES OF PREFERENCE 154

THE TENDER

T.1 GENERAL TENDER INFORMATION

TENDER ADVERTISED	**: 58S/2026/27**
SITE VISIT/CLARIFICATION MEETING	**:** Time: **10:00** on Date: **18 September 2026** (Not compulsory, but strongly recommended)
VENUE FOR SITE VISIT/CLARIFICATION MEETING	**: Killarney EAM Depot Boardroom (Pin Location https://maps.app.goo.gl/J4KhjYnHu11iHS157)** **Microsoft Teams meeting** **Join:** **https://teams.microsoft.com/meet/349294391593324?p=9pkCPeXBrV5tyyRJOR** **Meeting details:** **Meeting ID: 349 294 391 593 324** **Passcode: 9rW9xc2b**
TENDER BOX & ADDRESS	**:Tender Box as per front cover** at the **Tender & Quotation Boxes Office**, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town. **:** The Tender Document (which includes the Form of Offer and Acceptance) completed and signed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement "**TENDER NO. 58S/2026/27: - TENDER DESCRIPTION: FRAMEWORK AGREEMENT FOR THE Statutory inspection, testing, servicing and repair of Pressure Equipment FOR THE CITY OF CAPE TOWN",** the tender box number. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer's responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.
CCT TENDER REPRESENTATIVE	**:** Email: SCM.Tenders22@capetown.gov.za

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

T.2 CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

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

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

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

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

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

2.1.2 Interpretation

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

2.1.2.2 These Conditions of Tender and returnable Documents which are required for CCT's tender evaluation purposes herein, shall form part of the Contract arising from the CCT's corresponding invitation to tender.

2.1.3 Communication during tender process

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

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

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

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

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

2.1.5 Procurement procedures

2.1.5.1 General

Unless otherwise stated in the Conditions of Tender, a contract will be concluded with the tenderer who scores the highest number of tender adjudication points per category. For the purpose of this tender, two categories have been identified and are outlined in the table below.

The CCT intends to appoint three tenderers (the highest ranked tenderer ("the winner") and in addition two "alternative tenderers") for the allocation of work, per Category, as listed below. If insufficient responsive bids are received, the CCT reserves the right to appoint fewer tenderers, or not to appoint any tenderers at all.

Category	Scope
A	• FIXED INSTALLATION Rotary Vane or Screw Type Pressure Equipment types or alike; • FIXED INSTALLATION Piston Type Pressure Equipment types or alike; • MOBILE Rotary Vane or Screw Type Pressure Equipment types or alike; and • MOBILE Piston Type Pressure Equipment types or alike. • SPECIAL Pressure Equipment types or alike
B	• Breathing Air Compressors and air quality testing;

The CCT intends to appoint three tenderers the highest ranked tenderer ("the winner") and in addition two "alternative tenderers" for the allocation of work per category. If insufficient responsive bids are received, the CCT reserves the right to appoint fewer tenderers, or not to appoint any tenderers at all.

Tenderers may elect to tender for one or more categories. As such, a single tenderer may be awarded one or more categories. Tenderers must indicate their preference in the schedule F.15 titled Category of Preference.

Suppliers, once appointed and subject to operational requirements, will be invited to deliver the goods or services on a "winner-takes-all" basis, whereby the order will always be offered and, if accepted, allocated to the highest ranked tenderer ("the winner"), and only if he refuses will the work be offered to the next highest ranked tenderer from the alternative tenderers).

The contract period shall be for a maximum period of **72 months** from the commencement date of the contract **but not exceeding 30 June 2033**.

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

2.1.5.3 Nomination of Standby Bidder

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

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

2.1.6.1 Disputes, objections, complaints and queries

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

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

2.1.6.2 Appeals

a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the CCT, may appeal against that decision by giving written notice of the appeal and reasons to the City Manager within 21 days of the date of the notification of the decision.

b) An appeal must contain the following:
   i. Must be in writing
   ii. It must set out the reasons for the appeal
   iii. It must state in which way the Appellant's rights were affected by the decision;
   iv. It must state the remedy sought; and
   v. It must be accompanied with a copy of the notification advising the person of the decision

c) The relevant CCT appeal authority must consider the consider the appeal and **may confirm, vary or revoke** the decision that has been appealed, but no such revocation of a decision may detract from any rights that may have accrued as a result of the decision.

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

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

2.1.6.4 All requests referring to sub clauses 2.1.6.1 and 2.1.6.2 must be submitted in writing to:
The City Manager - C/o the Manager: Legal Compliance Unit, Legal Services Department, Office of the City Manager
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X918, Cape Town, 8000
Via email at: MSA.Appeals@capetown.gov.za

2.1.6.5 All requests referring to clause 2.1.6.3 must be submitted in writing to:
The City Manager - C/o the Manager: Access to Information Unit, Legal Service Department, Office of the City Manager
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X918, Cape Town, 8000
Via email at: Access2info.Act@capetown.gov.za

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

For purposes of this clause 2.1.6.6, the contract and these Conditions of Tender, the terms "data

subject", "Personal Information" and "Processing" shall have the meaning as set out in section 1 of POPIA, and "Process" shall have the corresponding meaning.

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

All requests relating to data protection must be submitted in writing to:
The City Manager - C/o the Information Officer, Office of the City Manager
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X9181, Cape Town, 8000
Via email at: Popia@capetown.gov.za.

2.1.6.7 Compliance to the CCTs Appeals Policy.

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

The current approved administration fee is R300.00 and may be paid at any of the Municipal Offices or at the Civic Centre in Cape Town using the GL Data Capture Receipt attached as Annexure F.13: Appeal Application Form. Alternatively, via EFT into the CCT's NEDBANK Account: CITY OF CAPE TOWN and using Reference number: 198158966. You are required to send proof of payment when lodging your appeal.

The current surcharge for vexatious and frivolous or otherwise manifestly inappropriate tender related appeals will be calculated as ½ (Administrative cost of the tender appeal) + 0.25 %(Appellant's tender price).

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

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

2.1.7 CCT Supplier Database Registration

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

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

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

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

Tenderers are required to be registered on the National Treasury Web Based Central Supplier Database (CSD)

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

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

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

2.2 Tenderer's obligations

2.2.1 Eligibility Criteria

2.2.1.1 Tenderers are obligated to submit a tender offer that complies in all aspects to the conditions as detailed in this tender document and the Conditions of Tender. An 'acceptable tender must "COMPLY IN ALL" aspects with the tender, Conditions of Tender, all Specifications (i.e., item C.5 below, hereinafter the "Specifications"), pricing instructions herein and the Contract including its conditions.

2.2.1.1.1 Submit a tender offer

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

2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

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

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

2.2.1.1.3 Compulsory clarification meeting

N/A

2.2.1.1.4 Mandatory requirements

Only those tenderers that are compliant with the requirements below, will be declared responsive. Tenderers will be deemed non-responsive if the below is not supplied with their tender submission:

a) All nominated artisans **trade test certificates / red seals** (e.g. electrician, fitter, and millwright) must be attached with the returnable documents
b) **Tenderers must have a Service Level Agreement (SLA) with an Authorised Inspection Authority (AIA)** as per the latest Pressure Equipment Regulation (with Technical Signatory's as specified on SANAS accreditation certificate) for this contract. **Proof of AIA registration status must be attached (SANAS accreditation certificate)**. Note: As per SANS 17020:2012, the AIA must be independent and impartial from the tenderer (refer to **Schedule F.13E page152**)

2.2.1.1.5 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.

Minimum Functionality for Category A

For tenderers to score maximum points, 50 points depending on the years of experience, on Key staff experience, you must either have an Electrical Artisan and a Mechanical Artisan in service or a Millwright (Competent both in Mechanical and Electrical) to execute work on Electrical and Mechanical equipment.

Criteria	Evaluation Criteria	Applicable values/points	Weight	
1	**Key staff experience**			
	Electrical Artisan: A qualified artisan conducting work for the tenderer and that is trained for servicing, maintenance, repairs, refurbishing, preparation, inspection of pressure equipment, in terms of this tender. **(Refer to Schedule F.13A page144)**	• Less than 2 years' experience after trade test (0 points) • 2 to 5 years' experience after trade test (15 points) • More than 5 years' experience after trade test (25 points)	25	50
	Mechanical Artisan: A qualified artisan conducting work for the tenderer and that is trained for servicing, maintenance, repairs, refurbishing, preparation, inspection and pressure testing of pressure equipment, in terms of this tender. **(Refer to Schedule F.13A page144)**	• Less than 2 years' experience after trade test (0 points) • 2 to 5 years' experience after trade test (15 points) • More than 5 years' experience after trade test (25 points)	25	
	Or			
	Millwright: A qualified artisan conducting work for the tenderer and that is trained for servicing, maintenance, repairs, refurbishing, preparation, inspection of pressure equipment, in terms of	• Less than 2 years' experience after trade test (0 points)	50	

	this tender. **(Refer to Schedule F.13A page144)**	• 2 to 5 years' experience after trade test (30 points) More than 5 years' experience after trade test (50 points)	
Criteria	**Evaluation Criteria**	**Applicable values/points**	**Weight**
2	**Company relevant experience** **Completed Comparable Project:** Covering the servicing, maintenance, repairs, refurbishing, preparation, inspection and pressure testing of pressure equipment Demonstrated experience of the tendering entity with respect to completed comparable projects **during the past 10 years**. **(Refer to Schedule F.13C page146)**	• 0 comparable projects (0 points) • 1 to 2 comparable projects (10 points) • 3 to 4 comparable projects (20 points) • 5 to 6 comparable projects (30 points) • 7 to 9 comparable projects (40 points) • 10 or more comparable projects (50 points)	50
	Total		100

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

Key Personnel – Criteria 1

Electrical Artisan
The Tenderer shall provide details of an Electrical Artisan that is trade tested as per clause **2.2.1.1.4 (a)** of the mandatory requirements of this tender.

Experience of the Electrical Artisan(s) must be listed on Returnable **Schedule F.13A**. The start and end dates for the year of experience must be detailed in the following format **MM/YYYY**. **Each experience listed must be supported** by a signed reference letter and/or completion certificate, on the relevant company letterhead, and contact person's details attached as supporting evidence verifying competence. The City of Cape Town may at its discretion decided to verify reference by contacting them. Failure to provide references will result in non-responsiveness for functionality scoring

Supporting documentation, fully signed with company letterhead indicating that the proposed key personnel are in the employment of the tenderer at the time of tender submission must also be provided.

Failure to complete the relevant table and providing the necessary supporting evidence may result in the tenderer not being able to achieve the specified minimum scoring.

Mechanical Artisan
The Tenderer shall provide details of a Mechanical Artisan that is trade tested as per clause **2.2.1.1.4 (a)** of the mandatory requirements of this tender

Experience of the Mechanical Artisan(s) must be listed on Returnable Schedule F.13A. The start and end dates for the year of experience must be detailed in the following format **MM/YYYY**. **Each experience listed must be supported** by a signed reference letter and/or completion certificate, on the relevant company letterhead, and contact person's details attached as supporting evidence verifying competence. The City of Cape Town may at its discretion decided to verify reference by contacting them. Failure to provide references will result in non-responsiveness for functionality scoring

Supporting documentation, fully signed with company letterhead indicating that the proposed key personnel are in the employment of the tenderer at the time of tender submission must also be

provided.

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Failure to complete the relevant table and providing the necessary supporting evidence may result in the tenderer not being able to achieve the specified minimum scoring.

Millwright

The Tenderer shall provide details of a Millwright that is trade tested as per clause **2.2.1.1.4 (a)** of the mandatory requirements of this tender..

Experience of the Millwright(s) must be listed on Returnable Schedule F.13A. The start and end dates for the year of experience must be detailed in the following format **MM/YYYY**. **Each experience listed must be supported** by a signed reference letter and/or completion certificate, on the relevant company letterhead, and contact person's details attached as supporting evidence verifying competence. The City of Cape Town may at its discretion decided to verify reference by contacting them. Failure to provide references will result in non-responsiveness for functionality scoring

Supporting documentation, fully signed with company letterhead indicating that the proposed key personnel are in the employment of the tenderer at the time of tender submission must also be provided.

Failure to complete the relevant table and providing the necessary supporting evidence may result in the tenderer not being able to achieve the specified minimum scoring.

Company Experience – Criteria 2

The tenderer is required to demonstrate the Company Experience in projects related to statutory inspection, testing, servicing, and maintenance of pressure equipment. A single project is classified as follows:

A project is defined as a successfully completed initiative that involves activities such as an annual Inspection and servicing of pressure equipment, 3 Yearly statutory inspection, service & test of pressure equipment, ad-hoc work of pressure equipment i.e. servicing, maintenance, repairs, refurbishing, preparation, inspection, and pressure testing of pressure equipment, and the supply and installation of pressure equipment, or any combination thereof.

All projects must have adhered to local regulations and the various applicable standardised specifications listed in clause 5.7.2.1 of section C.5 Specification(s). Documentation supporting project completion, clearly indicating scope of work, must be provided for evaluation. The Tenderer must submit proof, such as fully signed completion certificates and/or reference letter which clearly indicate the type of work executed, the date of completion and the value of the work. Company experience must be listed on Returnable Schedule F.13C. Failure to complete the relevant table and provide the necessary supporting evidence may result in the tenderer being unable to achieve the required minimum score.

Where the entity tendering is a Joint Venture, the tenderer's tender response 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.

Minimum Functionality for Category B

Criteria	Evaluation Criteria	Applicable values/points	Weight
	Key staff experience		
1	**Mechanical Artisan / Millwright:** A qualified artisan conducting work for the tenderer and that is trained in servicing, testing and maintaining BA Compressors e.g. Bauer, Bristol and Poseidon compressors or similar. **(Refer to Schedule F.13B page145)**	• Less than 2 years' experience after trade test (0 points) • 2 to 5 years' experience after trade test (20 points) • More than 5 years' experience after trade test (40 points)	40
Criteria	**Evaluation Criteria**	**Applicable values/points**	**Weight**
2	**Company relevant experience** **Completed Comparable Project:** Covering the servicing, maintenance, repairs, refurbishing, preparation, inspection and pressure testing of BA Compressors. Demonstrated experience of the tendering entity with respect to completed comparable projects **(Refer to Schedule F.13D page149)**	• 0 comparable projects (0 points) • 1 to 2 comparable projects (10 points) • 3 to 4 comparable projects (20 points) • 5 to 6 comparable projects (30 points) • 7 to 9 comparable projects (40 points) • 10 to 19 comparable projects (50 points) • 20 or more comparable projects (60 points)	60
	Total		100

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

Key Personnel – Criteria 1

Mechanical Artisan
The Tenderer shall provide details of a Mechanical Artisan that is trade tested as per clause **2.2.1.1.4 (a)** of the mandatory requirements of this tender.

Experience of the Mechanical Artisan(s) must be listed on Returnable Schedule F.13A. The start and end dates for the year of experience must be detailed in the following format **MM/YYYY**. **Each experience listed must be supported** by a signed reference letter and/or completion certificate, on the relevant company letterhead, and contact person's details attached as supporting evidence verifying competence. The City of Cape Town may at its discretion decided to verify reference by contacting them. Failure to provide references will result in non-responsiveness for functionality scoring

Supporting documentation, fully signed with company letterhead indicating that the proposed key personnel are in the employment of the tenderer at the time of tender submission must also be provided.

Failure to complete the relevant table and providing the necessary supporting evidence may result in the tenderer not being able to achieve the specified minimum scoring.

Millwright
The Tenderer shall provide details of a Millwright that is trade tested as per clause **2.2.1.1.4 (a)** of the mandatory requirements of this tender.

Experience of the Millwright(s) must be listed on Returnable Schedule F.13A. The start and end dates for the year of experience must be detailed in the following format **MM/YYYY**. **Each experience listed must be supported** by a signed reference letter and/or completion certificate, on the relevant company letterhead, and contact person's details attached as supporting evidence verifying competence. The City of Cape Town may at its discretion decided to verify reference by contacting them. Failure to provide references will result in non-responsiveness for functionality scoring

Supporting documentation, fully signed with company letterhead indicating that the proposed key personnel are in the employment of the tenderer at the time of tender submission must also be provided.

Failure to complete the relevant table and providing the necessary supporting evidence may result in the tenderer not being able to achieve the specified minimum scoring.

Company Experience – Criteria 2

The tenderer is required to demonstrate the Company Experience in projects related to statutory inspection, testing, servicing, and maintenance of BA Compressors. A single project is classified as follows:

A project is defined as a successfully completed initiative that involves activities such as an annual Inspection and servicing of BA Compressors, 3 Yearly statutory inspection, service & test of BA Compressors, ad-hoc repairs of BA Compressors, and the supply and installation of BA Compressors, or any combination thereof.

All projects must have adhered to local regulations and the various applicable standardised specifications listed in clause 5.7.2.1 of section C.5 Specification(s). Documentation supporting project completion, clearly indicating scope of work, must be provided for evaluation. The Tenderer must submit proof, such as fully signed completion certificates and/or reference letter which clearly indicate the type of work executed, the date of completion and the value of the work. Company experience must be listed on Returnable Schedule F.13C. Failure to complete the relevant table and provide the necessary supporting evidence may result in the tenderer being unable to achieve the required minimum score.

Where the entity tendering is a Joint Venture, the tenderer's tender response 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.

2.2.1.1.7 Provision of samples

N/A

2.2.2 Cost of tendering

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

2.2.3 Check documents

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

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

2.2.4 Confidentiality and copyright of documents

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

2.2.5 Reference documents

The tenderer shall obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, Conditions of Contract and other publications, which are not attached but which are incorporated into the tender document(s) by reference.

2.2.6 Acknowledge and comply with notices

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

2.2.7 Clarification meeting

N/A

2.2.8 Seek clarification

The tenderer shall request clarification of the tender documents, if necessary, by notifying the CCT at least one week before the closing time stated in the General Tender Information (i.e., in item T.1 above), where possible.

2.2.9 Pricing the tender offer

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

2.2.10 Alterations to documents

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

2.2.11 Alternative tender offers

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

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

Only the alternative of the highest ranked acceptable main tender offer (that is, submitted by the same

tenderer) will be considered, and if appropriate, recommended for award.

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

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

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

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

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

2.2.12 Submitting a tender offer

2.2.12.1 The tenderer is required to submit one tender offer only on the original tender documents as issued by the CCT, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the Conditions of Contract and described in the Specifications. Only those tenders submitted on the tender documents as issued by the CCT together with all Tender Returnable Documents duly completed and signed will be declared responsive.

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

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

2.2.12.4 Where a two-envelope system is required in terms of the Conditions of Tender, place and seal the returnable documents listed in the Conditions of Tender in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the CCT's address and identification details stated in the General Tender Information (i.e., item T.1 above), as well as the tenderer's name and contact address.

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

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

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

2.2.12.8 By signing the offer part of the Form of Offer (**Section 5, Part A hereto**) the tenderer warrants and agrees that all information provided in the tender submission is true and correct.

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

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

2.2.13 Information and data to be completed in all respects

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

2.2.14 Closing time

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

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

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

2.2.15 Tender offer validity and withdrawal of tenders

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

2.2.15.2 Notwithstanding the period stated in clause 2.2.15.1 above, bids shall remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the CCT is notified in writing of anything to the contrary by the bidder. The validity of bids may be further extended by a period of not more than six months subject to mutual agreement by the parties, administrative processes and upon approval by the City Manager, unless the required extension is as a result of an appeal process or court ruling.

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

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

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

b) the CCT shall also have the right to recover such additional expenses or losses by set-off against monies which may be due or become due to the tenderer under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the tenderer or on its behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses or losses, the CCT shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or loss, without prejudice to the CCT’s other rights and/or remedies available to it in accordance with any applicable laws.

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

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

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

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

2.2.17 Provide other material

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

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

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

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

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

2.2.18 Samples, Inspections, tests and analysis

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

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

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

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

2.2.19 Certificates

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

2.2.19.1. Preference Points for Specific Goals

In order to qualify for preference points for Specific Goals, it is the responsibility of the tenderer to submit sufficient, relevant and verifiable documentary proof in support of any claim for preference points. Failure to submit adequate and verifiable evidence may result in the non-awarding of preference points claimed. Tenderers are further referred to the Preference Schedule for the detailed methodology, scoring criteria, and conditions applicable to the allocation of preference points for Specific Goals.

2.2.19.2 Evidence of tax compliance

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

Each party to a Consortium/Joint Venture shall submit a separate Tax Compliance Status Pin.

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

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

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

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

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

2.2.21 Claims arising from submission of tender

By responding to the tender herein, the tenderer warrants that it has:

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

Supply Chain Management Policy.

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

2.2.22 Collection and issuing of tender documents

The CCT will only issue tender documents through it's Tender Distribution Office and/or the official CCT tender portal. Bidders who obtain documents through any means other than described herein, will not be known to the CCT and may thus not receive tender notices and addendums. Tenderers are not allowed to distribute tender documents to other potential bidders.
It is the responsibility of bidders who obtain documents through any means other than described herein, to notify the CCT tender representative thereof that they are participating in the tender. The CCT accepts no liability for any tender notices or addendums not reaching any bidders, who obtained documents through any means other than described herein or who provided incorrect contact details to the CCT.

2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

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

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

2.3.2 Issue Notices

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

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

2.3.3 Opening of tender submissions

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

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

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

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

2.3.4 Two-envelope system

2.3.4.1 Where stated in the Conditions of Tender that a two-envelope system is to be followed, the CCT shall

open only the technical proposal of tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the Conditions of Tender and announce the name of each tenderer whose technical proposal is opened.

2.3.4.2 The CCT shall evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who have submitted responsive technical proposals of the time and place when the financial proposals will be opened. The CCT shall open only the financial proposals of tenderers, who have submitted responsive technical proposals in accordance with the requirements as stated in the Conditions of Tender, and announce the total price and any preference claimed. Return unopened financial proposals to tenderers whose technical proposals were non responsive.

2.3.5 Non-disclosure

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

2.3.6 Grounds for rejection and disqualification

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

2.3.7 Test for responsiveness

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

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

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

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

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

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

2.3.8 Arithmetical errors, omissions and discrepancies

2.3.8.1 Check the responsive tenders for:

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

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

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

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

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

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

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

2.3.9 Clarification of a tender offer

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

2.3.10 Evaluation of tender offers

2.3.10.1 General

2.3.10.1.1 The CCT may reduce each responsive tender offer to a comparative price and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the Conditions of Tender.

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

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

bank).

e) If the selected method is based on suppliers' price lists, comparative prices would be the prices as tendered for year one.
f) If the selected method is based on suppliers' price lists and / or rate of exchange, comparative prices would be determined as tendered for year one whilst taking into account the tendered percentage subject to rate of exchange (see sub clause (d) for details on the calculation of the rate of exchange).

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

2.3.10.2 Decimal places

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

2.3.10.3 Scoring of tenders (price and preference)

2.3.10.3.1 Points for price will be allocated in accordance with the formula set out in this clause based on the price per item / rates as set out in the **Price Schedule (Section 7)**:

- Based on the sum of the prices/rates in relation to the estimated quantities per Category.

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:

Either the 80/20 or 90/10 preference point system will apply to this tender or the lowest acceptable tender will be used to determine the applicable preferences

The 80/20 price/preference points system will be applied to the evaluation of responsive tenders up to and including a Rand value of R50'000'000 (all applicable taxes included), whereby the order(s) will be placed with the tenderer(s) scoring the highest total number of adjudication points.
Price shall be scored as follows:

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

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 B1: Awards above R750 000 and up to R50 mil (VAT Inclusive)

#	Specific goals allocated points	Preference Points (80/20)
	Reconstruction and Development Programme (RDP) as published in Government Gazette	
1	***Promotion of Micro and Small Enterprises*** *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)* *SME partnership, sub-contracting, joint venture or consortiums*	8
2	***Enterprise Supplier Development and Socio Economic Development*** *> 15% of total expenditure = 6 points* *> 12% up to 15% of total expenditure = 5 points* *> 9% up to 12% of total expenditure = 4 points* *> 6% up to 9% of total expenditure = 3 points* *> 3% up to 6% of total expenditure = 2 points* *>= 1% up to 3% total expenditure = 1 points* *< 1% of total expenditure = 0 points*	6
3	***Skills Development OR Employee Share Scheme*** ***Skills Development*** *> 5% of total profit = 6 points* *> 4% up to 5% of total profit = 5 points* *> 3% up to 4% of total profit = 4 points* *> 2% up to 3% of total profit = 3 points* *> 1% up to 2% of total profit = 2 points* *>= 0.5% up to 1% of total profit = 1 points* *< 0.5% of total profit = 0 points* ***OR Employee Share Scheme*** *> 15% employee ownership = 6 points* *> 12% up to 15% employee ownership = 5 points* *> 9% up to 12% employee ownership = 4 points* *> 6% up to 9% employee ownership = 3 points* *> 3% up to 6% employee ownership = 2 points* *>= 1% to 3% employee ownership = 1 points* *< 1% employee ownership = 0 points*	6
	Total points	**20**

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

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

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

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

Table B2: Awards above R50 mil (VAT Inclusive)

#	Specific goals allocated points	Preference Points (90/10)
	Reconstruction and Development Programme (RDP) as published in Government Gazette	
1	***Promotion of Micro and Small Enterprises*** *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)* *SME partnership, sub-contracting, joint venture or consortiums*	4
2	***Enterprise Supplier Development and Socio Economic Development*** *> 15% of total expenditure = 3 points* *> 10% up to 15% of total expenditure = 2 points* *>= 5% up to 10% of total expenditure = 1 points* *< 5% of total expenditure = 0 points*	3
3	***Skills Development OR Employee Share Scheme*** ***Skills Development*** *> 5% of total profit = 3 points* *> 3% up to 5% of total profit = 2 points* *>= 1% up to 3% of total profit = 1 points* *< 1% of total profit = 0 points* ***OR Employee Share Scheme*** *> 15% employee ownership = 3 points* *> 10% up to 15% employee ownership = 2 point* *>= 5% up to 10% employee ownership = 1 point* *< 5% employee ownership = 0 point*	3
	Total points	**10**

2.3.10.5 Risk Analysis

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

a) reasonableness of the financial offer
b) reasonableness of unit rates and prices
c) the tenderer's ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, capacity, experience, reputation,

personnel to perform the contract, etc.; the CCT reserves the right to consider a tenderer's existing contracts with the CCT in this regard

d) any other matter relating to the submitted bid, the tendering entity, matters of compliance, verification of submitted information and documents, etc.

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

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

2.3.11 Negotiations with preferred tenderers

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

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

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

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

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

In terms of the CCT's SCM Policy, tenders must be cancelled in the event that negotiations fail to achieve a market related price with any of the three highest scoring tenderers.

2.3.12 Acceptance of tender offer

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

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

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

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

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

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

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

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

2.3.12.5 The CCT reserves the right to nominate an 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 NO: 58S/2026/27

TENDER DESCRIPTION: FRAMEWORK AGREEMENT FOR THE STATUTORY INSPECTION, TESTING, SERVICING AND REPAIR OF PRESSURE EQUIPMENT FOR THE CITY OF CAPE TOWN

AWARD SUBJECT TO SECTION 33 OF THE LOCAL GOVERNMENT: MUNICIPAL FINANCE MANAGEMENT ACT 56 OF 2003.

CONTRACT PERIOD: 72 MONTHS FROM THE COMMENCEMENT DATE OF THE CONTRACT

THE CONTRACT

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

AND

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

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

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

C.1 DETAILS OF TENDERER/SUPPLIER

1.1 Type of Entity (Please tick one box)

☐ 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	
CCT Supplier Database Registration Number (See Conditions of Tender)	
National Treasury Central Supplier Database registration number (See Conditions of Tender)	
Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	☐Yes ☐No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	☐Yes ☐No If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)
Questionnaire to Bidding Foreign Suppliers	a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa? ☐Yes ☐No
	b) Does the tenderer have a permanent establishment in the Republic of South Africa? ☐Yes ☐No
	c) Does the tenderer have any source of income in the Republic of South Africa? ☐Yes ☐No
	d) Is the tenderer liable in the Republic of South Africa for any form of taxation? ☐Yes ☐No

C.2 FORM OF OFFER AND ACCEPTANCE

TENDER: 58S/2026/27: FRAMEWORK AGREEMENT FOR THE STATUTORY INSPECTION, TESTING, SERVICING AND REPAIR OF PRESSURE EQUIPMENT FOR THE CITY OF CAPE TOWN

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

The tenderer, identified in the offer signature table below,

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

1. confirms that it has examined the documents listed in the Index (including Schedules and Annexures) and has accepted all the Conditions of Tender;

2. confirms that it has received and incorporated any and all notices issued to tenderers issued by the CCT;

3. confirms that it has satisfied itself as to the correctness and validity of the tender offer; that the price(s) and rate(s) offered cover all the goods and/or services specified in the tender documents; that the price(s) and rate(s) cover all its obligations and accepts that any mistakes regarding price(s), rate(s) and calculations will be at its own risk;

4. offers to supply all or any of the goods and/or render all or any of the services described in the tender document to the CCT in accordance with the:
   4.1 terms and conditions stipulated in this tender document;
   4.2 specifications stipulated in this tender document; and
   4.3 at the prices as set out in the **Price Schedule**.

5. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.

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

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

_____
Witness 1 Signature
Name and Surname:

_____
Witness 2 Signature
Name and Surname:

INITIALS OF CCT OFFICIALS		
1	2	3

TENDER: 58S/2026/27: FRAMEWORK AGREEMENT FOR THE STATUTORY INSPECTION, TESTING, SERVICING AND REPAIR OF PRESSURE EQUIPMENT FOR THE CITY OF CAPE TOWN

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

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

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the *Tender Returnable Documents* as well as any changes to the terms of the offer agreed by the tenderer and the CCT during this process of offer and acceptance, are contained in the *Schedule of Deviations* attached to and forming part of this *Form of Offer and Acceptance*. No amendments to or deviations from said documents are valid unless contained in the *Schedule of Deviations.*

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

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

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

_____
Witness 1 Signature
Name and Surname:

_____
Witness 2 Signature
Name and Surname:

TENDER: 58S/2026/27: FRAMEWORK AGREEMENT FOR THE STATUTORY INSPECTION, TESTING, SERVICING AND REPAIR OF PRESSURE EQUIPMENT FOR THE CITY OF CAPE TOWN

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

Notes:

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

1 Subject . . . . . .

Details . . . . . .

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2 Subject . . . . . .

Details . . . . . .

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3 Subject . . . . . .

Details . . . . . .

. . . . . .

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4 Subject . . . . . .

Details . . . . . .

. . . . . .

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. . . . . .

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

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the Commencement Date, shall have any meaning or effect between the Parties arising from the agreement.

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER: 58S/2026/27: FRAMEWORK AGREEMENT FOR THE STATUTORY INSPECTION, TESTING, SERVICING AND REPAIR OF PRESSURE EQUIPMENT FOR THE CITY OF CAPE TOWN

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

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

The..... (Day)

Of..... (Month)

20..... (year)

At..... (Place)

For the Supplier: Signature(s) . . . . . .
Name(s) . . . . . .
Capacity . . . . . .
Signature and name of witness:

Signature . . . . . Name . . . . . .

C.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

……..…….. ,
(Supplier/Mandatary/Company/CC Name)

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

I, ……..……..……, representing

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

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

COID ACT Registration Number: ……..

OR Compensation Insurer: ..... Policy No.: .....

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

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

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

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

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

_____ _____
Witness **Mandatary**

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

_____ _____
Witness for and on behalf of
CCT

C.4 PRICE SCHEDULE

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

Pricing Instructions:

5.1 State the rates and prices in Rand unless instructed otherwise in the Conditions of Tender.

5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.

5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer’s obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.

5.4 All prices shall be tendered in accordance with the units specified in this schedule.

5.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.

5.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word “included” or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the CCT may also perform a risk analysis with regard to the reasonableness of such rates.**

5.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.

5.8 **Fixed Mark-up % on parts**

The tenderer must provide a fixed pricing mark-up % rate for all Ad Hoc item pricing ranges.
The fixed mark-up % rate shall be part of price evaluation, based on the sum of the prices / rates. The fixed mark-up % rate shall be the rate applied to the cost price of Ad Hoc items.
The fixed mark-up % rate shall cover the cost of delivery, handling, storage, all general risks, liabilities and obligations.
Ad Hoc Items shall refer / apply to all work i.e. structural repairs, including any outsourced repair work / buy outs or specialised items / components which need to be acquired in the course of the work.
Typically, such Ad hoc items shall be the **cost price to the company** of any refurbished, replacement or general parts, oils, filters, components, materials, sundries or consumables (etc.) **excluded from any other standard pricing under any section of work as specified in this tender** and shall be subject to the mark-up percentages as approved by the CCT Bid Adjudication Committee.
Fixed Mark-up % shall apply per Ad Hoc Item cost price ranges, as follows:

- R1 up to R5 000
- > R5 000 up to R10 000
- > R10 000

Item No	Description	Unit of measure	Price per unit
1	**Category A: FIXED INSTALLATION Rotary Vane Or Screw Type pressure equipment types or alike: Capacity 0 – 100 litres**		
1.1	*Annual Inspection and Service Fee*	**Each**	
1.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
1.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
1.4	*General Transport per kilometer*	**Per km**	
1.5	*3 Ton Truck per kilometer*	**Per km**	
1.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
2	**Category A: FIXED INSTALLATION Rotary Vane Or Screw Type pressure equipment types or alike: Capacity 101 – 300 litres**		
2.1	*Annual Inspection and Service Fee*	**Each**	
2.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
2.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
2.4	*General Transport per kilometer*	**Per km**	
2.5	*3 Ton Truck per kilometer*	**Per km**	
2.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
3	**Category A: FIXED INSTALLATION Rotary Vane Or Screw Type pressure equipment types or alike: Capacity 301 – 500 litres**		
3.1	*Annual Inspection and Service Fee*	**Each**	
3.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
3.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
3.4	*General Transport per kilometer*	**Per km**	
3.5	*3 Ton Truck per kilometer*	**Per km**	
3.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	

4	**Category A: FIXED INSTALLATION Rotary Vane Or Screw Type pressure equipment types or alike: Capacity 501 – 700 litres**		
4.1	*Annual Inspection and Service Fee*	**Each**	
4.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
4.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
4.4	*General Transport per kilometer*	**Per km**	
4.5	*3 Ton Truck per kilometer*	**Per km**	
4.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
5	**Category A: FIXED INSTALLATION Rotary Vane Or Screw Type pressure equipment types or alike: Capacity 701 – 1000 litres**		
5.1	*Annual Inspection and Service Fee*	**Each**	
5.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
5.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
5.4	*General Transport per kilometer*	**Per km**	
5.5	*3 Ton Truck per kilometer*	**Per km**	
5.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
6	**Category A: FIXED INSTALLATION Rotary Vane Or Screw Type pressure equipment types or alike: Capacity 1001 – 1250 litres**		
6.1	*Annual Inspection and Service Fee*	**Each**	
6.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
6.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
6.4	*General Transport per kilometer*	**Per km**	
6.5	*3 Ton Truck per kilometer*	**Per km**	
6.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
7	**Category A: FIXED INSTALLATION Rotary Vane Or Screw Type pressure equipment types or alike: Capacity**		

	1251 – 1500 litres		
7.1	*Annual Inspection and Service Fee*	**Each**	
7.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
7.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
7.4	*General Transport per kilometer*	**Per km**	
7.5	*3 Ton Truck per kilometer*	**Per km**	
7.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
8	**Category A: FIXED INSTALLATION Rotary Vane Or Screw Type pressure equipment types or alike: Capacity 1501 – 1750 litres**		
8.1	*Annual Inspection and Service Fee*	**Each**	
8.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
8.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
8.4	*General Transport per kilometer*	**Per km**	
8.5	*3 Ton Truck per kilometer*	**Per km**	
8.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
9	**Category A: FIXED INSTALLATION Rotary Vane Or Screw Type pressure equipment types or alike: Capacity 1751 – 2000 litres**		
9.1	*Annual Inspection and Service Fee*	**Each**	
9.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
9.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
9.4	*General Transport per kilometer*	**Per km**	
9.5	*3 Ton Truck per kilometer*	**Per km**	
9.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
10	**Category A: FIXED INSTALLATION Rotary Vane Or Screw Type pressure equipment types or alike: Capacity 2001 – 2500 litres**		
10.1	*Annual Inspection and Service Fee*	**Each**	

10.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
10.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
10.4	*General Transport per kilometer*	**Per km**	
10.5	*3 Ton Truck per kilometer*	**Per km**	
10.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
11	**Category A: FIXED INSTALLATION Rotary Vane Or Screw Type pressure equipment types or alike: Capacity 2501 – 3000 litres**		
11.1	*Annual Inspection and Service Fee*	**Each**	
11.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
11.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
11.4	*General Transport per kilometer*	**Per km**	
11.5	*3 Ton Truck per kilometer*	**Per km**	
11.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
12	**Category A: FIXED INSTALLATION Rotary Vane Or Screw Type pressure equipment types or alike: Capacity 3001 – 3500 litres**		
12.1	*Annual Inspection and Service Fee*	**Each**	
12.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
12.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
12.4	*General Transport per kilometer*	**Per km**	
12.5	*3 Ton Truck per kilometer*	**Per km**	
12.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
13	**Category A: FIXED INSTALLATION Rotary Vane Or Screw Type pressure equipment types or alike: Capacity 3501 – 4000 litres**		
13.1	*Annual Inspection and Service Fee*	**Each**	
13.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	

13.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
13.4	*General Transport per kilometer*	**Per km**	
13.5	*3 Ton Truck per kilometer*	**Per km**	
13.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
14	**Category A: FIXED INSTALLATION Rotary Vane Or Screw Type pressure equipment types or alike: Capacity 4001 – 4500 litres**		
14.1	*Annual Inspection and Service Fee*	**Each**	
14.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
14.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
14.4	*General Transport per kilometer*	**Per km**	
14.5	*3 Ton Truck per kilometer*	**Per km**	
14.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
15	**Category A: FIXED INSTALLATION Rotary Vane Or Screw Type pressure equipment types or alike: Capacity 4501 – 5000 litres**		
15.1	*Annual Inspection and Service Fee*	**Each**	
15.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
15.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
15.4	*General Transport per kilometer*	**Per km**	
15.5	*3 Ton Truck per kilometer*	**Per km**	
15.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
16	**Category A: FIXED INSTALLATION Rotary Vane Or Screw Type pressure equipment types or alike: Capacity 5001 – 10000 litres**		
16.1	*Annual Inspection and Service Fee*	**Each**	
16.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
16.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	

16.4	*General Transport per kilometer*	**Per km**	
16.5	*3 Ton Truck per kilometer*	**Per km**	
16.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
17	**Category A: FIXED INSTALLATION Rotary Vane Or Screw Type pressure equipment types or alike: Capacity 10001 – 30000 litres**		
17.1	**Annual Inspection and Service Fee**	**Each**	
17.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
17.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
17.4	*General Transport per kilometer*	**Per km**	
17.5	*3 Ton Truck per kilometer*	**Per km**	
17.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
18	**Category A: FIXED INSTALLATION Rotary Vane Or Screw Type pressure equipment types or alike: Capacity 30001 – 50000 litres**		
18.1	*Annual Inspection and Service Fee*	**Each**	
18.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
18.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
18.4	*General Transport per kilometer*	**Per km**	
18.5	*3 Ton Truck per kilometer*	**Per km**	
18.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
19	**Category A: FIXED INSTALLATION Rotary Vane Or Screw Type pressure equipment types or alike: Capacity 50001 – 70000 litres**		
19.1	*Annual Inspection and Service Fee*	**Each**	
19.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
19.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
19.4	*General Transport per kilometer*	**Per km**	
19.5	*3 Ton Truck per kilometer*	**Per km**	

19.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
20	**Category A: FIXED INSTALLATION Rotary Vane Or Screw Type pressure equipment types or alike: Capacity 70001 – 90000 litres**		
20.1	*Annual Inspection and Service Fee*	**Each**	
20.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
20.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
20.4	*General Transport per kilometer*	**Per km**	
20.5	*3 Ton Truck per kilometer*	**Per km**	
20.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
21	**Category A: FIXED INSTALLATION Rotary Vane Or Screw Type pressure equipment types or alike: Capacity 90001 – 130000 litres**		
21.1	*Annual Inspection and Service Fee*	**Each**	
21.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
21.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
21.4	*General Transport per kilometer*	**Per km**	
21.5	*3 Ton Truck per kilometer*	**Per km**	
21.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
22	**Category A: FIXED INSTALLATION Piston Type pressure equipment types or alike: Capacity 0 – 100 litres**		
22.1	*Annual Inspection and Service Fee*	**Each**	
22.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
22.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
22.4	*General Transport per kilometer*	**Per km**	
22.5	*3 Ton Truck per kilometer*	**Per km**	
22.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
23	**Category A: FIXED INSTALLATION Piston Type**		

	pressure equipment types or alike: Capacity 101 – 300 litres		
23.1	*Annual Inspection and Service Fee*	**Each**	
23.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
23.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
23.4	*General Transport per kilometer*	**Per km**	
23.5	*3 Ton Truck per kilometer*	**Per km**	
23.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
24	**Category A: FIXED INSTALLATION Piston Type pressure equipment types or alike: Capacity 301 – 500 litres**		
24.1	*Annual Inspection and Service Fee*	**Each**	
24.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
24.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
24.4	*General Transport per kilometer*	**Per km**	
24.5	*3 Ton Truck per kilometer*	**Per km**	
24.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
25	**Category A: FIXED INSTALLATION Piston Type pressure equipment types or alike: Capacity 501 – 700 litres**		
25.1	*Annual Inspection and Service Fee*	**Each**	
25.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
25.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
25.4	*General Transport per kilometer*	**Per km**	
25.5	*3 Ton Truck per kilometer*	**Per km**	
25.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
26	**Category A: FIXED INSTALLATION Piston Type pressure equipment types or alike: Capacity 701 – 1000 litres**		

26.1	*Annual Inspection and Service Fee*	**Each**	
26.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
26.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
26.4	*General Transport per kilometer*	**Per km**	
26.5	*3 Ton Truck per kilometer*	**Per km**	
26.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
27	**Category A: FIXED INSTALLATION Piston Type pressure equipment types or alike: Capacity 1001 – 1250 litres**		
27.1	*Annual Inspection and Service Fee*	**Each**	
27.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
27.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
27.4	*General Transport per kilometer*	**Per km**	
27.5	*3 Ton Truck per kilometer*	**Per km**	
27.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
28	**Category A: FIXED INSTALLATION Piston Type pressure equipment types or alike: Capacity 1251 – 1500 litres**		
28.1	*Annual Inspection and Service Fee*	**Each**	
28.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
28.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
28.4	*General Transport per kilometer*	**Per km**	
28.5	*3 Ton Truck per kilometer*	**Per km**	
28.5	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
29	**Category A: FIXED INSTALLATION Piston Type pressure equipment types or alike: Capacity 1501 – 1750 litres**		
29.1	*Annual Inspection and Service Fee*	**Each**	
29.2	*General Work Fee for the 3 Yearly Statutory Inspection,*	**Each**	

	Service and Test		
29.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
29.4	*General Transport per kilometer*	**Per km**	
29.5	*3 Ton Truck per kilometer*	**Per km**	
29.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
30	**Category A: FIXED INSTALLATION Piston Type pressure equipment types or alike: Capacity 1751 – 2000 litres**		
30.1	*Annual Inspection and Service Fee*	**Each**	
30.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
30.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
30.4	*General Transport per kilometer*	**Per km**	
30.5	*3 Ton Truck per kilometer*	**Per km**	
30.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
31	**Category A: FIXED INSTALLATION Piston Type pressure equipment types or alike: Capacity 2001 – 2500 litres**		
31.1	*Annual Inspection and Service Fee*	**Each**	
31.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
31.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
31.4	*General Transport per kilometer*	**Per km**	
31.5	*3 Ton Truck per kilometer*	**Per km**	
31.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
32	**Category A: FIXED INSTALLATION Piston Type pressure equipment types or alike: Capacity 2501 – 3000 litres**		
32.1	*Annual Inspection and Service Fee*	**Each**	
32.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
32.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection,*	**Per hr**	

	Service and Test		
32.4	*General Transport per kilometer*	**Per km**	
32.5	*3 Ton Truck per kilometer*	**Per km**	
32.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
33	**Category A: FIXED INSTALLATION Piston Type pressure equipment types or alike: Capacity 3001 – 3500 litres**		
33.1	*Annual Inspection and Service Fee*	**Each**	
33.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
33.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
33.4	*General Transport per kilometer*	**Per km**	
33.5	*3 Ton Truck per kilometer*	**Per km**	
33.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
34	**Category A: FIXED INSTALLATION Piston Type pressure equipment types or alike: Capacity 3501 – 4000 litres**		
34.1	*Annual Inspection and Service Fee*	**Each**	
34.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
34.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
34.4	*General Transport per kilometer*	**Per km**	
34.5	*3 Ton Truck per kilometer*	**Per km**	
34.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
35	**Category A: FIXED INSTALLATION Piston Type pressure equipment types or alike: Capacity 4001 – 4500 litres**		
35.1	*Annual Inspection and Service Fee*	**Each**	
35.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
35.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
35.4	*General Transport per kilometer*	**Per km**	

35.5	*3 Ton Truck per kilometer*	**Per km**	
35.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
36	**Category A: FIXED INSTALLATION Piston Type pressure equipment types or alike: Capacity 4501 – 5000 litres**		
36.1	*Annual Inspection and Service Fee*	**Each**	
36.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
36.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
36.4	*General Transport per kilometer*	**Per km**	
36.5	*3 Ton Truck per kilometer*	**Per km**	
36.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
37	**Category A: FIXED INSTALLATION Piston Type pressure equipment types or alike: Capacity 5001 – 10000 litres**		
37.1	*Annual Inspection and Service Fee*	**Each**	
37.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
37.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
37.4	*General Transport per kilometer*	**Per km**	
37.5	*3 Ton Truck per kilometer*	**Per km**	
37.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
38	**Category A: FIXED INSTALLATION Piston Type pressure equipment types or alike: Capacity 10001 – 30000 litres**		
38.1	*Annual Inspection and Service Fee*	**Each**	
38.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
38.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
38.4	*General Transport per kilometer*	**Per km**	
38.5	*3 Ton Truck per kilometer*	**Per km**	
38.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	

39	**Category A: FIXED INSTALLATION Piston Type pressure equipment types or alike: Capacity 30001 – 50000 litres**		
39.1	*Annual Inspection and Service Fee*	**Each**	
39.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
39.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
39.4	*General Transport per kilometer*	**Per km**	
39.5	*3 Ton Truck per kilometer*	**Per km**	
39.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
40	**Category A: FIXED INSTALLATION Piston Type pressure equipment types or alike: Capacity 50001 – 70000 litres**		
40.1	*Annual Inspection and Service Fee*	**Each**	
40.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
40.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
40.4	*General Transport per kilometer*	**Per km**	
40.5	*3 Ton Truck per kilometer*	**Per km**	
40.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
41	**Category A: FIXED INSTALLATION Piston Type pressure equipment types or alike: Capacity 70001 – 90000 litres**		
41.1	*Annual Inspection and Service Fee*	**Each**	
41.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
41.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
41.4	*General Transport per kilometer*	**Per km**	
41.5	*3 Ton Truck per kilometer*	**Per km**	
41.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
42	**Category A: FIXED INSTALLATION Piston Type pressure equipment types or alike: Capacity 90001 –**		

	130000 litres		
42.1	*Annual Inspection and Service Fee*	**Each**	
42.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
42.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
42.4	*General Transport per kilometer*	**Per km**	
42.5	*3 Ton Truck per kilometer*	**Per km**	
42.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
43	**Category A: MOBILE Rotary Vane Or Screw Type pressure equipment types or alike: Capacity 0 – 10 litres**		
43.1	*Annual Inspection and Service Fee*	**Each**	
43.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
43.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
43.4	*General Transport per kilometer*	**Per km**	
43.5	*3 Ton Truck per kilometer*	**Per km**	
43.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
44	**Category A: MOBILE Rotary Vane Or Screw Type pressure equipment types or alike: Capacity 11 – 20 litres**		
44.1	*Annual Inspection and Service Fee*	**Each**	
44.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
44.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
44.4	*General Transport per kilometer*	**Per km**	
44.5	*3 Ton Truck per kilometer*	**Per km**	
44.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
45	**Category A: MOBILE Rotary Vane Or Screw Type pressure equipment types or alike: Capacity 21 – 30 litres**		
45.1	*Annual Inspection and Service Fee*	**Each**	
45.2	*General Work Fee for the 3 Yearly Statutory Inspection,*	**Each**	

	Service and Test		
45.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
45.4	*General Transport per kilometer*	**Per km**	
45.5	*3 Ton Truck per kilometer*	**Per km**	
45.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
46	**Category A: MOBILE Rotary Vane Or Screw Type pressure equipment types or alike: Capacity 31 – 40 litres**		
46.1	*Annual Inspection and Service Fee*	**Each**	
46.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
46.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
46.4	*General Transport per kilometer*	**Per km**	
46.5	*3 Ton Truck per kilometer*	**Per km**	
46.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
47	**Category A: MOBILE Rotary Vane Or Screw Type pressure equipment types or alike: Capacity 41 – 50 litres**		
47.1	*Annual Inspection and Service Fee*	**Each**	
47.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
47.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
47.4	*General Transport per kilometer*	**Per km**	
47.5	*3 Ton Truck per kilometer*	**Per km**	
47.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
48	**Category A: MOBILE Rotary Vane Or Screw Type pressure equipment types or alike: Capacity 51 – 60 litres**		
48.1	*Annual Inspection and Service Fee*	**Each**	
48.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
48.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection,*	**Per hr**	

	Service and Test		
48.4	*General Transport per kilometer*	**Per km**	
48.5	*3 Ton Truck per kilometer*	**Per km**	
48.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
49	**Category A: MOBILE Rotary Vane Or Screw Type pressure equipment types or alike: Capacity 61 – 70 litres**		
49.1	*Annual Inspection and Service Fee*	**Each**	
49.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
49.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
49.4	*General Transport per kilometer*	**Per km**	
49.5	*3 Ton Truck per kilometer*	**Per km**	
49.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
50	**Category A: MOBILE Rotary Vane Or Screw Type pressure equipment types or alike: Capacity 71 – 80 litres**		
50.1	*Annual Inspection and Service Fee*	**Each**	
50.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
50.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
50.4	*General Transport per kilometer*	**Per km**	
50.5	*3 Ton Truck per kilometer*	**Per km**	
50.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
51	**Category A: MOBILE Rotary Vane Or Screw Type pressure equipment types or alike: Capacity 81 – 90 litres**		
51.1	*Annual Inspection and Service Fee*	**Each**	
51.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
51.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
51.4	*General Transport per kilometer*	**Per km**	

51.5	*3 Ton Truck per kilometer*	**Per km**	
51.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
52	**Category A: MOBILE Rotary Vane Or Screw Type pressure equipment types or alike: Capacity 91 – 100 litres**		
52.1	*Annual Inspection and Service Fee*	**Each**	
52.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
52.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
52.4	*General Transport per kilometer*	**Per km**	
52.5	*3 Ton Truck per kilometer*	**Per km**	
52.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
53	**Category A: MOBILE PISTON Type pressure equipment types or alike: Capacity 0 – 10 litres**		
53.1	*Annual Inspection and Service Fee*	**Each**	
53.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
53.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
53.4	*General Transport per kilometer*	**Per km**	
53.5	*3 Ton Truck per kilometer*	**Per km**	
53.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
54	**Category A: MOBILE PISTON Type pressure equipment types or alike: Capacity 11 – 20 litres**		
54.1	*Annual Inspection and Service Fee*	**Each**	
54.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
54.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
54.4	*General Transport per kilometer*	**Per km**	
54.5	*3 Ton Truck per kilometer*	**Per km**	
54.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
55	**Category A: MOBILE PISTON Type pressure equipment types or alike: Capacity 21 – 30 litres**		

55.1	*Annual Inspection and Service Fee*	**Each**	
55.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
55.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
55.4	*General Transport per kilometer*	**Per km**	
55.5	*3 Ton Truck per kilometer*	**Per km**	
55.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
56	**Category A: MOBILE PISTON Type pressure equipment types or alike: Capacity 31 – 40 litres**		
56.1	*Annual Inspection and Service Fee*	**Each**	
56.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
56.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
56.4	*General Transport per kilometer*	**Per km**	
56.5	*3 Ton Truck per kilometer*	**Per km**	
56.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
57	**Category A: MOBILE PISTON Type pressure equipment types or alike: Capacity 41 – 50 litres**		
57.1	*Annual Inspection and Service Fee*	**Each**	
57.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
57.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
57.4	*General Transport per kilometer*	**Per km**	
57.5	*3 Ton Truck per kilometer*	**Per km**	
57.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
58	**Category A: MOBILE PISTON Type pressure equipment types or alike: Capacity 51 – 60 litres**		
58.1	*Annual Inspection and Service Fee*	**Each**	
58.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
58.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	

58.4	*General Transport per kilometer*	**Per km**	
58.5	*3 Ton Truck per kilometer*	**Per km**	
58.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
59	**Category A: MOBILE PISTON Type pressure equipment types or alike: Capacity 61 – 70 litres**		
59.1	*Annual Inspection and Service Fee*	**Each**	
59.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
59.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
59.4	*General Transport per kilometer*	**Per km**	
59.5	*3 Ton Truck per kilometer*	**Per km**	
59.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
60	**Category A: MOBILE PISTON Type pressure equipment types or alike: Capacity 71 – 80 litres**		
60.1	*Annual Inspection and Service Fee*	**Each**	
60.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
60.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
60.4	*General Transport per kilometer*	**Per km**	
60.5	*3 Ton Truck per kilometer*	**Per km**	
60.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
61	**Category A: MOBILE PISTON Type pressure equipment types or alike: Capacity 81 – 90 litres**		
61.1	*Annual Inspection and Service Fee*	**Each**	
61.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
61.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
61.4	*General Transport per kilometer*	**Per km**	
61.5	*3 Ton Truck per kilometer*	**Per km**	
61.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
62	**Category A: MOBILE PISTON Type pressure equipment types or alike: Capacity 91 – 100 litres**		

62.1	*Annual Inspection and Service Fee*	**Each**	
62.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
62.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
62.4	*General Transport per kilometer*	**Per km**	
62.5	*3 Ton Truck per kilometer*	**Per km**	
62.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
63	**Category A: Voëlvlei WTP Surge Suppression Vessel 1: Very large equipment, requiring a rubber duck to do the internal inspection**		
63.1	*Annual Inspection and Service Fee*	**Each**	
63.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
63.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
63.4	*General Transport per kilometer*	**Per km**	
63.5	*3 Ton Truck per kilometer*	**Per km**	
63.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
64	**Category A: Voëlvlei WTP Surge Suppression Vessel 2: Very large equipment, requiring a rubber duck to do the internal inspection**		
64.1	*Annual Inspection and Service Fee*	**Each**	
64.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
64.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
64.4	*General Transport per kilometer*	**Per km**	
64.5	*3 Ton Truck per kilometer*	**Per km**	
64.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
65	**Category A: Voëlvlei WTP Surge Suppression Vessel 3: Very large equipment, requiring a rubber duck to do the internal inspection**		
65.1	*Annual Inspection and Service Fee*	**Each**	
65.2	*General Work Fee for the 3 Yearly Statutory Inspection,*	**Each**	

	Service and Test		
65.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
65.4	*General Transport per kilometer*	**Per km**	
65.5	*3 Ton Truck per kilometer*	**Per km**	
65.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
66	**Category A: Voëlvlei WTP Surge Suppression Vessel 4: Very large equipment, requiring a rubber duck to do the internal inspection**		
66.1	*Annual Inspection and Service Fee*	**Each**	
66.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
66.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
66.4	*General Transport per kilometer*	**Per km**	
66.5	*3 Ton Truck per kilometer*	**Per km**	
66.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
67	*FIXED INSTALLATION Rotary Vane Or Screw Type pressure equipment types or alike: Cost price range R 1 – R 5000 (Excl. VAT)*	**%**	
68	*FIXED INSTALLATION Rotary Vane Or Screw Type pressure equipment types or alike: Cost price range R 5001 – R 10 000 (Excl. VAT)*	**%**	
69	*FIXED INSTALLATION Rotary Vane Or Screw Type pressure equipment types or alike: Cost price range from R 10 001 (Excl. VAT)*	**%**	
70	*FIXED INSTALLATION PISTON Type pressure equipment types or alike: Cost price range R 1 – R 5000 (Excl. VAT)*	**%**	
71	*FIXED INSTALLATION PISTON Type pressure equipment types or alike: Cost price range R 5001 – R 10 000 (Excl. VAT)*	**%**	
72	*FIXED INSTALLATION PISTON Type pressure equipment types or alike: Cost price range from R 10 001 (Excl. VAT)*	**%**	

73	*MOBILE Rotary Vane Or Screw Type pressure equipment types or alike:* *Cost price range R 1 – R 5000 (Excl. VAT)*	**%**	
74	*MOBILE Rotary Vane Or Screw Type pressure equipment types or alike:* *Cost price range R 5001 – R 10 000 (Excl. VAT)*	**%**	
75	*MOBILE Rotary Vane Or Screw Type pressure equipment types or alike:* *Cost price range from R 10 001 (Excl. VAT)*	**%**	
76	*MOBILE Piston Type pressure equipment types or alike:* *Cost price range R 1 – R 5000 (Excl. VAT)*	**%**	
77	*MOBILE Piston Type pressure equipment types or alike:* *Cost price range R 5001 – R 10 000 (Excl. VAT)*	**%**	
78	*MOBILE Piston Type pressure equipment types or alike:* *Cost price range from R 10 001 (Excl. VAT)*	**%**	
79	*SPECIAL pressure equipment types or alike:* *Cost price range R 1 – R 5000 (Excl. VAT)*	**%**	
80	*SPECIAL pressure equipment types or alike:* *Cost price range R 5001 – R 10 000 (Excl. VAT)*	**%**	
81	*SPECIAL pressure equipment types or alike:* *Cost price range from R 10 001 (Excl. VAT)*	**%**	
	Category B: Breathing Air Compressors		
82	**ATLANTIS FIRE: BAUER BA Compressor SAP No:700206089, 300Bar.**		
82.1	*Annual Inspection and Service Fee*	**Each**	
82.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
82.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
82.4	*General Transport per kilometer*	**Per km**	
82.5	*AIR QUALITY TEST: Perform air quality test inclusive of the supply of the test kit and certification*	**Each**	
82.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
83	**MILNERTON FIRE: BAUER BA Compressor SAP No:700220850 300BAR**		

83.1	*Annual Inspection and Service Fee*	**Each**	
83.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
83.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
83.4	*General Transport per kilometer*	**Per km**	
83.5	*AIR QUALITY TEST: Perform air quality test inclusive of the supply of the test kit and certification*	**Each**	
83.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
84	**ROELAND ST FIRE: BAUER BA Compressor SAP No:700212385 300Bar**		
84.1	*Annual Inspection and Service Fee*	**Each**	
84.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
84.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
84.4	*General Transport per kilometer*	**Per km**	
84.5	*AIR QUALITY TEST: Perform air quality test inclusive of the supply of the test kit and certification*	**Each**	
84.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
85	**ROELAND/MILNERTON FIRE: BAUER BA Compressor SAP No:700005406 300Bar**		
85.1	*Annual Inspection and Service Fee*	**Each**	
85.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
85.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
85.4	*General Transport per kilometer*	**Per km**	
85.5	*AIR QUALITY TEST: Perform air quality test inclusive of the supply of the test kit and certification*	**Each**	
85.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
86	**WYNBERG FIRE: BAUER BA Compressor SAP No:700250619 300Bar**		
86.1	*Annual Inspection and Service Fee*	**Each**	
86.2	*General Work Fee for the 3 Yearly Statutory Inspection,*	**Each**	

	Service and Test		
86.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
86.4	*General Transport per kilometer*	**Per km**	
86.5	*AIR QUALITY TEST: Perform air quality test inclusive of the supply of the test kit and certification*	**Each**	
86.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
87	**FISH HOEK FIRE BA Compressor SAP No:700206302 300Bar**		
87.1	*Annual Inspection and Service Fee*	**Each**	
87.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
87.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
87.4	*General Transport per kilometer*	**Per km**	
87.5	*AIR QUALITY TEST: Perform air quality test inclusive of the supply of the test kit and certification*	**Each**	
87.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
88	**LAKESIDE FIRE: BAUER BA Compressor SAP No:700220851 300Bar**		
88.1	*Annual Inspection and Service Fee*	**Each**	
88.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
88.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
88.4	*General Transport per kilometer*	**Per km**	
88.5	*AIR QUALITY TEST: Perform air quality test inclusive of the supply of the test kit and certification*	**Each**	
88.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
89	**OTTERY FIRE: BRISTOL BA Compressor SAP No:700206301 300Bar**		
89.1	*Annual Inspection and Service Fee*	**Each**	
89.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
89.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection,*	**Per hr**	

	Service and Test		
89.4	*General Transport per kilometer*	**Per km**	
89.5	*AIR QUALITY TEST: Perform air quality test inclusive of the supply of the test kit and certification*	**Each**	
89.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
90	**KOMMERTJIE FIRE: BRISTOL BA Compressor SAP No:700263363 300Bar**		
90.1	*Annual Inspection and Service Fee*	**Each**	
90.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
90.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
90.4	*General Transport per kilometer*	**Per km**	
90.5	*AIR QUALITY TEST: Perform air quality test inclusive of the supply of the test kit and certification*	**Each**	
90.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
91	**KRAAIFONTEIN FIRE BAUER BA Compressor SAP No:700243278 300Bar**		
91.1	*Annual Inspection and Service Fee*	**Each**	
91.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
91.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
91.4	*General Transport per kilometer*	**Per km**	
91.5	*AIR QUALITY TEST: Perform air quality test inclusive of the supply of the test kit and certification*	**Each**	
91.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
92	**MITCHELLS PLAIN FIRE: BAUER BA Compressor SAP No:700216839 300Bar**		
92.1	*Annual Inspection and Service Fee*	**Each**	
92.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
92.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
92.4	*General Transport per kilometer*	**Per km**	

92.5	*AIR QUALITY TEST: Perform air quality test inclusive of the supply of the test kit and certification*	**Each**	
92.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
93	**STRAND FIRE: BAUER BA Compressor SAP No:700206300 300Bar**		
93.1	*Annual Inspection and Service Fee*	**Each**	
93.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
93.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
93.4	*General Transport per kilometer*	**Per km**	
93.5	*AIR QUALITY TEST: Perform air quality test inclusive of the supply of the test kit and certification*	**Each**	
93.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
94	**SIR LOWRY`S PASS FIRE: BAUER BA Compressor SAP No:700261679 300Bar**		
94.1	*Annual Inspection and Service Fee*	**Each**	
94.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
94.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
94.4	*General Transport per kilometer*	**Per km**	
94.5	*AIR QUALITY TEST: Perform air quality test inclusive of the supply of the test kit and certification*	**Each**	
94.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
95	**BELLVILLE FIRE: BAUER BA Compressor SAP No:7001261330 300Bar**		
95.1	*Annual Inspection and Service Fee*	**Each**	
95.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
95.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
95.4	*General Transport per kilometer*	**Per km**	
95.5	*AIR QUALITY TEST: Perform air quality test inclusive of the supply of the test kit and certification*	**Each**	

95.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
96	**BELLVILLE FIRE TRUCK: BAUER BA Compressor SAP No:700198297 300Bar**		
96.1	*Annual Inspection and Service Fee*	**Each**	
96.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
96.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
96.4	*General Transport per kilometer*	**Per km**	
96.5	*AIR QUALITY TEST: Perform air quality test inclusive of the supply of the test kit and certification*	**Each**	
96.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
97	**BELHAR FIRE: BAUER BA Compressor SAP No:700220852 300Bar**		
97.1	*Annual Inspection and Service Fee*	**Each**	
97.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
97.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
97.4	*General Transport per kilometer*	**Per km**	
97.5	*AIR QUALITY TEST: Perform air quality test inclusive of the supply of the test kit and certification*	**Each**	
97.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
98	**DURBANVILLE FIRE: POSEIDON BA Compressor SAP No:700211442 300Bar**		
98.1	*Annual Inspection and Service Fee*	**Each**	
98.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
98.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
98.4	*General Transport per kilometer*	**Per km**	
98.5	*AIR QUALITY TEST: Perform air quality test inclusive of the supply of the test kit and certification*	**Each**	
98.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
99	**EPPING FIRE: BAUER BA Compressor SAP**		

	No:700216838 300BAR		
99.1	*Annual Inspection and Service Fee*	**Each**	
99.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
99.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
99.4	*General Transport per kilometer*	**Per km**	
99.5	*AIR QUALITY TEST: Perform air quality test inclusive of the supply of the test kit and certification*	**Each**	
99.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
100	**GOODWOOD FIRE: BAUER BA Compressor SAP No:700007515 300Bar**		
100.1	*Annual Inspection and Service Fee*	**Each**	
100.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
100.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
100.4	*General Transport per kilometer*	**Per km**	
100.5	*AIR QUALITY TEST: Perform air quality test inclusive of the supply of the test kit and certification*	**Each**	
100.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
101	**ADHOC BA COMPRESSOR SERVICING - (BA Compressors not listed in the schedule of rates)**		
101.1	*Annual Inspection and Service Fee*	**Each**	
101.2	*General Work Fee for the 3 Yearly Statutory Inspection, Service and Test*	**Each**	
101.3	*AIA Work Rate per hour for the 3 Yearly Statutory Inspection, Service and Test*	**Per hr**	
101.4	*General Transport per kilometer*	**Per km**	
101.5	*AIR QUALITY TEST: Perform air quality test inclusive of the supply of the test kit and certification*	**Each**	
101.6	*Ad-Hoc Repairs & Maintenance Rate per hour*	**Per hr**	
	Fix Mark-Up for Category B equipment		
102	*Breather Air Compressor:* *Cost price range R 1 – R 5000 (Excl. VAT)*	**%**	

103	*Breather Air Compressor:* *Cost price range R 5001 – R 10 000 (Excl. VAT)*	**%**	
104	*Breather Air Compressor:* *Cost price range from R 10 001 (Excl. VAT)*	**%**	
	Security		
105	*PSiRA Grade C Armed Guard*	**Per hr**	
106	*PSiRA Grade C Unarmed Guard*	**Per hr**	
107	*PSiRA Grade D Unarmed Guard*	**Per hr**	
	Call-Out		
108	*Call- out Fee*	**Per hr**	

INITIALS OF CCT OFFICIALS		
1	**2**	**3**

C.5 SPECIFICATION(S)

5.1 General Requirements

The CCT also reserves the right to inspect the tenderer's premises and facilities, as well as that of their sub-tenderers, to confirm and verify declarations made by the tenderer in terms of adequacy of required infrastructure and manpower to deliver required services.

5.2 Scope and Responsibility

5.2.1 Scope of work

5.2.1.1 Work and or services to be rendered shall cover the service, repair, maintenance, inspection, testing, reinstatement and certification of the entire pressure equipment unit as applicable (fixed installation or mobile pressure equipment), as per OEM and PER requirements.

5.2.1.2 The scope of the work shall cover all current pressure equipment, and any pressure equipment of similar types added to it at any later stage during the tender period due to operational growth or changes.

5.2.1.3 It shall be the responsibility of the Tenderer to ensure that in accordance with the requirements of PER 11 that inspections, tests and required work are conducted, supervised and witnessed by suitably qualified and accredited persons, including the services of AIA's as and when required, within the prescribed and required time frames.

5.2.2 Responsibility

5.2.2.1 Aligned with the CCTs responsibilities in terms of the Pressure Equipment Regulations (PER) of the OHS Act, the tenderer shall in line with the scope of work be fully responsible for the condition of CCT's pressure equipment, by:

- ensuring that required work and services happen on time, which shall include the prompting of the relevant site management at least one month prior to the scheduled inspection or maintenance date for obtaining an official CCT Purchase Order;
- ensuring that all work is conducted in accordance with applicable legislation, standards and professional code of conduct for pressure equipment professionals;
- ensuring that inspected equipment are appropriately marked/labelled in terms of its safe usage status;
- ensuring that inspection findings, including identification of unlisted pressure equipment are immediately and appropriately reported in writing
- ensuring that pressure equipment has a certificate issued by an AIA who is an accredited Technical Signatory before commissioning, where applicable, which certifies that the pressure equipment meets health and safety standards requirements; and
- providing of certificate issued by the repairer or modifier, including a verification signature by an AIA when required, which certifies that the pressure equipment

has been modified or repaired in accordance with the relevant health and safety standards requirements;

5.2.2.2 Any work allocated to ALTERNATIVE tenderers shall be subject to the written approval of the relevant CCT Project Manager, Contract Manager and/or GMR 2(1) Competent Person appointee.

5.2.2.3 The Tenderer will do the Statutory inspection, testing, servicing and repair of Pressure Equipment based on pre-determined maintenance schedule where they will receive a notification to inspect the pressure equipment on site. The tenderer shall conduct an assessment and as a result they shall furnish the CCT with a quotation. On acceptance of the quotation the tenderer will receive a purchase order to carry out the work. The tenderer will liaison with the Plan Manager when the work will commence. On arrival on site the tenderer will be received by the CCT contact person. Should the tenderer not accept to render the services within 7 working days the alternative tenderer will be offered to do the work.

5.3 Project Plan

5.3.1 The respective Council Representatives per functional area will be shared with the winner and alternative tenderer at contract commencement.

5.3.2 The successful Tenderer/s SHALL BE REQUIRED TO within 60 days of date of the award being made (commencement date of contract), at own cost, visit all sites listed in the Anticipated Project Plan of the award, in liaison with the relevant site management, to:

- verify and acquaint themselves with the pressure equipment listed
- identify any pressure equipment units that needs to be added/amended in terms of findings made, in order to ensure the necessary inspection, test, repair or maintenance of pressure equipment in compliance with OEM and legislative requirements
- within 90 days of date of ward submit to the relevant GMR 2(1) Competent Person appointee or CCT Representative a **Formal Annual Project Plan** for the sites responsible for in terms of the award, with regular monthly updates **on or before the 5th of every month** of all work conducted and scheduled for future dates

5.3.3 It shall be the responsibility of the Service Provider to ensure that required monthly updated Project Plans reflect the status and planned work for each item as required in the Project Plan layout.

5.4 Work and Services

5.4.1 Annual inspections, service and test (This includes Category A and B)

Annual Inspection & Service Fee	Shall be the cost to deliver the work, services and goods for the Annual External Inspection & Service as specified for fixed installation or mobile pressure equipment as per OEM and PER requirements: • Including the cost of all sundries / consumables / tags, replacement oils, replacement oil filters, and replacement air filters (as applicable) as per OEM and PER requirements • Excluding the cost of any Ad Hoc Repairs and Maintenance or a replacement pressure gauge that failed its pressure test which needs to be quoted separately

Sundries / Consumables / Tags	Shall be the cost of all sundries / consumables, including all tags required for service and maintenance purposes (as applicable) as per OEM and PER requirements. All tags are part of normal sundries or consumables and cannot be quoted or billed as Ad Hoc Repairs and Maintenance. All such costs form part of: • Annual Inspection & Service Fee • General Work Rate -- 3 Yearly Statutory Inspection, Service & Test

The services above are required once annually and will be replaced in every three-year cycle by the 3 Yearly Inspection, Test & Service.

Scope

Shall be the external inspection and service of the entire pressure equipment unit in order to ensure efficiency and safe working conditions in accordance with PER requirements and sound engineering maintenance practice. More specifically it shall cover:

a) External Inspection & Servicing of Pressure Equipment Unit

b) Inspection, Servicing and Floating of Safety Valves

c) Inspection and Servicing of Pressure Gauges

d) Certification of General Work (AIA work not included – will be ad hoc Repairs and Maintenance, if necessary

e) Pressure Vessel Data Book updating.

5.4.2 3 Yearly statutory inspection, service, and test (This includes Category A and B)

General Work Fee 3 Yearly Statutory Inspection, Service & Test	Shall be the cost to deliver all work, services and goods required, other than any AIA work or service, for the 3 Yearly Statutory Inspection, Service & Test as specified for fixed installation or mobile pressure equipment as per OEM and PER requirements: • Including the cost of all sundries / consumables / tags, replacement oils, replacement oil filters, replacement air filters, and replacement separator filters / element s (as applicable) as per OEM and PER requirements • Excluding the cost of any Ad Hoc Repairs and Maintenance or a replacement pressure gauge that failed its pressure test which needs to be quoted separately
AIA Rate 3 Yearly Statutory Inspection, Service & Test	Shall be the cost to deliver all AIA work and services required for the 3 Yearly Statutory Inspection, Service & Test as specified for fixed installation or mobile pressure equipment as per OEM and PER requirements.
Sundries / Consumables / Tags	Shall be the cost of all sundries / consumables, including all tags required for service and maintenance purposes (as applicable) as per OEM and PER requirements. All tags are part of normal sundries or consumables and cannot be quoted or billed as Ad Hoc Repairs and Maintenance. All such costs form part of: • Annual Inspection & Service Fee • General Work Fee -- 3 Yearly Statutory Inspection, Service & Test

The services above are required once every three years and **shall replace the annual inspection and service in every three-year cycle.**

Scope

Shall be the external and internal inspection, test, and service of the pressure equipment in order to ensure efficiency and the safe working condition in accordance with PER and sound engineering maintenance practice. More specifically it shall cover:

a) External Inspection & Servicing of Pressure Equipment Unit

b) Inspection, Servicing and Floating of Safety Valves

c) Inspection and Servicing of Pressure Gauges

d) Statutory Inspection, Service & Testing of Pressure Equipment

e) Certification of Work – General Work and AIA Work

f) Pressure Vessel Data Book updating;

g) AIA Services;

h) SPECIAL NOTE: Painting

- All pressure vessels equal to or below 500L that are removed from site must also be painted as per Painting of Pressure Vessel (External) requirements
- Paint requirements shall not apply to air/oil separators (pressure vessels) of mobile pressure equipment and fixed installation pressure vessels above 1600L

5.4.3 ADHOC Repairs and Maintenance (This includes Category A and B equipment)

Ad-Hoc Repairs & Maintenance Labour RATE	Shall be the labour cost per hour for the full service team for any repair or maintenance work not covered or outside the scope of standard annual and three yearly services
Sundries / Consumables / Tags	Shall be the cost of all sundries / consumables, including all tags required for ad hoc service and maintenance purposes (as applicable) as per OEM and PER requirements.

Frequency

a) External Inspection & Servicing of Pressure Equipment Unit

Scope

Ad hoc Repairs and Maintenance shall be work required (labour, transport and materials) that is outside the scope of Annual Inspection & Service or 3 Yearly Statutory Inspection, Service & Test services. Typical examples shall be:

- Repairs, maintenance or servicing

- Unlisted unique pressure equipment type/s for which there are no applicable rate
- Items in need of replacement / refurbishment
- Refurbishment and painting of general surfaces
- Components in need of replacement
- AIA unscheduled work
- Temporary replacement pressure vessels or sundry equipment
- Pressure Vessel Data Book updating if any welding repairs are done to vessel
- Servicing of pressure equipment in between normal intervals due to high operating conditions or any other similar scenarios

All ad hoc Repairs and Maintenance (labour and items) shall be subject to quotations and Invoices

5.4.3.1 AD HOC Items and Fixed Mark-up %

The fixed mark-up % rate shall cover the cost of delivery, handling, storage, 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).

Ad Hoc Items shall refer / apply to all work i.e. structural repairs, including any outsourced repair work / buy outs or specialist items / components which needs to be acquired in the course of the work required by this tender.

Typically, such Ad hoc items shall be the cost price to the tenderer of any refurbished, replacement or general parts, oils, filters, components, materials, sundries or consumables (etc.) excluded from any other standard pricing under any section of work as specified in this tender and shall be subject to the mark-up percentages as approved by the CCT Bid Adjudication Committee.

Fixed Mark-up % shall apply per Ad Hoc Item cost price ranges, as follows:

- R1 up to R5 000
- > R5 000 up to R10 000
- > R10 000

5.5 Inspection, Test, Service, Repair and Maintenance Requirements & Standards

5.5.1 General

5.5.1.1 As general rule, unless impracticable:

5.5.1.2 All general (Service Provider) and AIA work must strictly be done in accordance with the PER of the OHS Act and OEM requirements/standards.

5.5.1.3 All parts and materials used in repairs or replacements shall be in compliance with the OEM or equivalent specification, the relevant SANS specifications or applicable international standard and the Tenderer shall guarantee these spare parts for a period of six months against defect.

5.5.1.4 All electrical disconnections/reconnections to be done by a qualified electrician working for or subcontracting for Tenderer and must do such activities under the CCT Permit to Work and Energy Isolation conditions specific to each site.

5.5.1.5 No exemption shall apply to new pressure equipment being installed for the first time, or that has been removed / repaired prior to re-installation, or a temporary replacement which has been removed from the site of installation by the Tenderer. The provisions of clause PER 11(1) (a) shall apply in these cases.

5.5.1.6 Any temporary replacement pressure vessel must be supplied with an AIA approved certificate.

5.5.1.7 All costs within the scope and associated with the task in terms of the mentioned clauses are included in the price quoted, only excluding the cost of any Ad Hoc Repairs and Maintenance. This means that it will be the applicable task rate, transport rate, and pressure gauge (where applicable) as standard allowable cost, with any extras to be quoted under Ad Hoc Repairs and Maintenance.

5.5.1.8 All tags are part of normal sundries or consumables to execute the work listed and cannot be quoted or billed as Ad Hoc Repairs and Maintenance.

5.5.2 External Inspection & Servicing of Pressure Equipment Unit

5.5.2.1 **Pressure Equipment Inspection & Service Report** – following inspection or service a Pressure Equipment Inspection & Service Report must be submitted the CCT Site representative;

5.5.2.2 External inspections and services shall at least cover the following aspects of the entire pressure equipment for the identification of defects and consequential repairs, or maintenance needed:

5.5.2.3 In terms of the work listed hereunder this service shall:

Cover the replacement of oil filters and air filters as applicable (annually), the replacement of engine and compressor oils (annually and 3 yearly) and the replacement of air/oil separator at air end (3 yearly ONLY)
Cover and include the cost of:

i. external cleaning of the entire pressure equipment unit
ii. checking of all pressure vessel exterior surfaces and supporting structures and fixtures for rust (particularly the welds), for damage or broken components
iii. checking of all components, the general condition of cleanliness and signs of overheating (i.e., high air discharge temperature)
iv. checking of the operation of the vessel manual/automatic condensation drains
v. checking of the operation of all discharge valves, ensuring that it is releasing as required and is not leaking
vi. checking compressor for suitability of application (as a result of not achieving minimum operating pressure, duty cycle, overheating, etc.)
vii. checking of the compressor pressure switch load/unload operation -- compare with equipment design settings -- number of motor starts to be limited to 6 starts per hour for electrical motor drives – check cut-in and cut–out pressures
viii. checking of oil level on compressors and oil level switches, where applicable
ix. checking of condition of compressor air inlet filter
x. externally clean inter-and-after-cooler
xi. checking of cooler operation (i.e., warm inlet, cool outlet) and inter and after cooling fins for cleanliness and fin blockages
xii. checking of all in-line air filter status and drainage
xiii. checking the operation of the air/oil separators by checking the air quality (not by stripping the unit)
xiv. checking of V-belts, V-pulleys, belt length matching and tension, belt guards and visual

alignment

xv. checking of the pressure vessel floor mountings for soft foot, loose nuts, and bolts etc.
xvi. checking of electric motor, internal combustion engine, compressor and auxiliaries for any undue noise, vibration, overheating, loose nuts/bolts, soft foot, or air/oil leaks
xvii. checking of electric motor full load current and comparing it with the name plate rating
xviii. checking of compressor air delivery (utilizing for example the pressure vessel and a timed charging of the vessel as a guide) -- compare with the compressor nominal design capacity

5.5.3 Inspection, Servicing and Floating of Safety Valves

5.5.3.1 The inspection, servicing and floating of safety valves shall at least cover the following aspects:
Cover and include the cost of:

i. removal, pressure testing, service, and reinstatement of all safety valve/s
ii. floating of safety valves (ensure suitable capacity) with a certificate of correct operating pressure (valve specialist certification)
iii. hydraulically floating the safety valves to the correct pressure in the presence of and to the satisfaction of the Representative (annually) and the AIA (3 yearly)
iv. locking of safety valve with wire and lead seal with tag attached -- tag to denote test pressure on 1 side and date of test(s) on the other -- tag to be large enough to stamped for 3 consecutive tests
v. checking of all safety valves (inter-stage valves etc.) for leaks and check that all safety valves are padlocked or pinned as applicable -- safety valves fitted between the compressor discharge and the first block valve
vi. checking of all pressure gauges for correct operation and needle movement
vii. providing on completion of the statutory inspection and pressure test (by Tenderer that performed the work) the relevant Site Management with a signed certificate of inspection and pressure test – including the Tenderer to ensure that the Pressure Equipment Data Book is accordingly updated with this information

5.5.4 Inspection and Servicing of Pressure Gauges

5.5.4.1 The inspection and servicing of pressure gauges shall at least cover the following aspects
Cover and include the cost of:

i. Annually removing, pressure testing, calibration verification, servicing, and reinstatement of all pressure gauges
ii. RED LINING of the pressure gauge dial with the correct maximum permissible operating pressure of the vessel
iii. GREEN LINING (if not already green-lined) the pressure gauge with the correct maximum discharge pressure

5.5.4.2 In order to ensure that pressure gauges are acceptable and reliable (making a decision when to replace or not) the following conformity test shall be applied in terms of all dial or digital pressure gauges (mostly dial):

All pressure gauges shall be replaced at and form part of 3 Yearly Inspection Test and Service requirements, subject to the same pressure gauge requirements as listed hereunder:

- The pressure gauge of the pressure equipment must be compared with the Service Provider's calibrated master gauge by mounting the master gauge in the same manifold system and subjecting both gauges to the same pressure at the same

time.

- By application of at least the respective pressure equipment's operating pressure, the following requirements shall apply:
    - By slowly increasing the pressure from zero up to the respective pressure equipment's operating pressure, in synch needle movement on both gauges must be observed to confirm stability.
    - Irrespective of the type of pressure gauge, a pressure tolerance of 0.250Bar higher or lower than the measured pressure shall be allowed and must be observed to confirm reasonable tolerance.
- All required visual observations must be documented with photo evidence of the observation in the attached Pressure Equipment Inspection & Service Report Template, Annexure G, which needs to be submitted to the relevant Site Management within 20 working days of completion of any inspection, test or any work conducted. A copy of such Certification of work must also be attached to the Invoice when submitted for payment.
- A new gauge is to be fitted upon failure of the pressure gauge conformity test.
- All new gauges must come with a valid SANAS approved calibration certificate as from date of installation, certificates must be valid for a 12-month period.
- When a new gauge is required, such a gauge, must be quoted as per pricing rate applicable.

5.5.5 Statutory Inspection, Service & Testing of Pressure Equipment

5.5.5.1 The statutory inspection and testing of pressure equipment shall at least cover the following aspects:
Cover and include the cost of:

i. Arrangements for all statutory AIA inspections and tests as per PER requirements shall be the responsibility of the Tenderer, and whenever possible also be witnessed by the Council Representative.
ii. All vessels shall be metal thickness tested, and a comprehensive report shall be forwarded with the AIA report.
iii. The preparation for AIA inspection shall include the checking and cleaning of the drain and discharge valve, the complete dismantling for external and internal cleaning of the vessel and the internal cleaning of the vessel to the approval of the Council Representative and the AIA in order to dislodge products of corrosion, oil and carbon deposits in readiness of the Statutory Inspection.
iv. Where stubborn deposits are encountered, a mechanical cleaning method must be used to remove the stubborn deposits inside the pressure vessel. It must be in approval of the Council Representative and the AIA.
v. After successful internal inspection by the AIA, internal surfaces of all pressure vessels shall be coated with pre-boiled linseed oil to inhibit corrosion.
vi. A hydraulic pressure test of the pressure vessel to a pressure of 1,25 times the designed pressure and shall be witnessed by an AIA. This must be done on site prior to final installation and commissioning.
vii. After successful completion of the statutory pressure test of the pressure vessel, the Tenderer shall reinstate the entire pressure equipment unit to its original state or as amended as per AIA requirements.
viii. On completion of the successful statutory inspection and the statutory pressure test, the AIA performing this work shall issue the Council Representative with a signed certificate of inspection

and pressure test.

ix. All relevant data pertaining to the pressure vessel, i.e., certificate of registration, pressure vessel identification, registration numbers, if applicable and installation/operating location, inspection findings and pressure test details and results shall be detailed therein together with any other pertinent information must be reflected in the AIA report.

x. In line with PER, that where it is impracticable to use a liquid for the routine hydraulic pressure test contemplated in PER, the Tenderer shall obtain, prior to such routine pressure test, written approval of an AIA to carry out such pressure test with an inert gas at 1.1 times the maximum permissible operating pressure, with such approval to be submitted to the relevant Site Management and the relevant GMR 2(1) (Competent Person) appointee for the sites in question. Where the pressure test is to be done on site, it must be ensured that site management vacate the area before the test is done.

xi. In instances where an AIA is required to perform ad hoc unscheduled work, arrangements for the appointment of an AIA shall be made by the Tenderer after approval by the Council Representative. (separate quote and order)

5.5.6 Certification of Work – General Work and AIA Work

5.5.6.1 A certificate of conformance must be issued to the site management / Council Representative applicable and be recorded on the relevant inspection and testing registers and Project Plans for each item of equipment inspected, tested, repaired or maintained.

- Provision of certificate issued by the maintainer, repairer, or modifier (General Work), including a verification signature by an AIA when required (AIA Work), which certifies that the pressure equipment has been modified or repaired in accordance with the relevant health and safety standards requirements
- Provision of certification by an approved inspection authority (AIA) as and when required, which certifies that the pressure equipment meets health and safety standards requirements

5.5.6.2 On completion of the statutory inspection and pressure test, the AIA that performed the work shall issue the relevant Site Management with a signed certificate of inspection and pressure test. All relevant data pertaining to the holder of the Certificate of Registration, pressure vessel identification, vehicle registration numbers, if applicable and installation/operating location, inspection findings and pressure test details and results shall be detailed therein together with any other pertinent information. Tenderer to ensure that Pressure Equipment Data Book is updated with this information.

5.5.6.3 Where an AIA is required to perform ad hoc unscheduled work (i.e. replacement units, etc.), the Tenderer shall in terms of work required, submit a quotation to the relevant Site Management / Council Representative and obtain approval for the work to be conducted by way of a separate Purchase Order.

5.5.7 Painting of Pressure Vessel (External)

5.5.7.1 Paint requirements shall not apply to air/oil separators (pressure vessels) of mobile pressure equipment and fixed installation pressure vessels above 1600L

5.5.7.2 No grinders are to be used on pressure vessel surfaces.

5.5.7.3 Prior to the general application of the paint system, the Tenderer shall apply such system on a test section to verify compatibility with the existing coating on the receiver. The finished paintwork shall be neat, of uniform colour, Arctic Blue - F28 as per SABS 1091 – 1975, and to the approval of the relevant Site Management or Council Representative.

5.5.7.4 All pressure vessel areas where the original paint coating has been damaged require repainting.

5.5.7.5 All loose paint and rusted spots shall be removed and cleaned by means of a wire brush or emery paper to a bright metal finish and the surrounding paint which is still intact shall be feathered for a distance of 20 mm beyond the damaged area.

5.5.7.6 Paint shall not be applied over any surface containing traces of grit, moisture, grease, oil, and loose mill scale or corrosion products of any kind. All surfaces to be degreased washed and properly prepared and suitably roughened to obtain recommended anchor patterns. All traces of soluble salts and corrosive air-borne contaminants shall be thoroughly washed from the surface to be painted, which shall then be dried and immediately painted.

5.5.7.7 Paint shall be applied in strict accordance with the manufacturer's instructions, by a painter skilled in this class of work. Thinning of paint shall only be allowed for spray application when the manufacturer's recommended thinners and thinning ratios shall be used

5.5.7.8 All affected areas shall be primed with at least one coat polyvinyl butyral etch primer with a temperature resistance of 200 C and the dry film thickness (dft) 20 micron minimum.

5.5.7.9 As top coat on all exterior vessel surfaces two coats must be applied of Nitrocellulose alkyd gloss enamel: dft 20-micron min per coat, in Arctic Blue - F28 as per SABS 1091 - 1975.

5.5.7.10 Areas where the applied paint coating has been damaged during transportation, erection, or by any means whatsoever, shall be similarly repaired and shall receive all coats as required.

5.6 General Standards and Requirements

5.6.1 Lead time

5.6.1.1 Work may only commence upon receipt of a valid CCT works Purchase Order.

5.6.1.2 Work must be carried out expeditiously in compliance/adherence to prescribed and required time frames and/or urgency of repair or maintenance. General execution periods shall be:

- 3 Yearly Inspection & testing – 10 working days
- Annual Inspection – 5 working days
- Ad Hoc Repairs and Maintenance for repair, refurbish or maintenance – 10 working days

5.6.1.3 Upon receipt of a valid CCT works Purchase Order, work must commence:

- Within 10 working days as the general requirement, unless specifically otherwise agreed upon in writing by the authorised CCT Representative, due to special circumstances.

- On call for timeous response and execution in the event of emergencies, respond within 24 hours; and

- On call for timeous response and execution for critical sites, respond within 4 hours.

5.6.2 Work, Documentation & Records

5.6.2.1 The Tenderer shall ensure that Planned Work for all Pressure Equipment in terms of all sites responsible for, are updated in accordance with the status and planned work for each item with monthly updates to be submitted to the relevant GMR 2(1) (Competent Person) or Council Representative before the 5th of every month.

5.6.2.2 As part of this tender the Tenderer shall ensure that applicable Pressure Equipment Data Books are in place at the relevant premises or kept with the Council Representative as may be required. Any problems in this regard must be reported to the relevant Site Management and the relevant GMR 2(1) (Competent Person) appointee or Council Representative for the sites in question.

5.6.2.3 The tenderer shall ensure that all defects found during an inspection, repairs or test are reported by the respective site management.

- is recorded and reported to the relevant site management or Council Representative with a quotation for the repair thereof and a request to schedule and generate the necessary works Purchase Order

5.6.2.4 The Tenderer must within 10 working days of completion of any inspection, test or any work conducted provide the relevant Site Management with:

- a copy of the invoice

- all the applicable original Works Certification Documentation (AIA Test Certificates, Certificates of Compliance and reports) as required in terms of PER

- a copy of the “Site Attendance & Works” form, confirming arrival/departure times and work done, duly counter signed by an authorised CCT official (Plant Manager or supervisor etc.).

No claims for payment shall become payable, unless the tenderer has also furnished the respective CCT Site Management with the abovementioned documentation

5.6.2.5 The purchase order number must be quoted on all invoice documentation.

5.6.3 Scheduling and Execution of Work

5.6.3.1 The working hours shall be from 07h30 to 12h30 and from 13h00 to 16h00 from Mondays to Fridays or as pre-arranged.

5.6.3.2 The Tenderer shall ensure and provide everything necessary for the proper execution and fulfilment of the Contract according to the true intent and meaning of the Specification and Project Plan.

5.6.3.3 All contract work on the site shall be carried out at such times as the CCT representative may approve and so as not to interfere with the conduct of the business of the Council.

5.6.3.4 Where possible the CCT Representative shall allow the Tenderer use of available facilities for carrying out the Contract Works, but cannot be held responsible for any delay howsoever caused due to the unavailability thereof

5.6.3.5 No work shall be conducted without following and adhering to the Permit to Work and Energy Isolation procedures (Lockout) of the site. A Permit to Work must be obtained from the site, duly authorised and the full process must be followed. The isolation of energy sources in this regard shall be executed by CCT, without derogating or waiving the responsibilities of parties involved to effectively identify, communicate, and declare hazards or risks involved in order to ensure a safe working environment. The Tenderer must do its own disconnections/re-connections by qualified and competent persons as per Electrical Installations Regulations.

5.6.3.6 The Tenderer shall be required to liaise with the relevant Site Management to arrange for a mutually acceptable commencement date of the work for each and every service listed in terms of this tender, whether a specific service or an ad hoc service such as repairs and maintenance. This includes giving adequate arrangements and notice for any inspection, pre-inspection and witnessing by a CCT Representative of any inspection, service, repair and maintenance or pressure test.

5.6.3.7 An extension of time made by the CCT Representative shall not in itself be considered as a valid basis for an increase in the contract amount.

5.6.3.8 For scheduling and planning of work purposes as far as possible, ample notification shall be given by CCT to the Tenderer to proceed with the work. On occasion the Tenderer may be required to carry out work at short notice.

5.6.3.9 On arrival and departure the Tenderer must present, for signoff by the Site Representative, a “Site Attendance & Works” form providing for the recording of on-site arrival and departure times;

5.6.4 Control & Supervision

5.6.4.1 In line with clause 3.5.5 of the Special Conditions of Contract the Tenderer shall co-operate with CCT Representatives, workmen and other persons appointed by the CCT where necessary for completion of the project as a whole and shall be held responsible for ensuring that the work, in so far as such workmen and other persons are concerned, is carried out strictly in accordance with requirements.

5.6.4.2 All work shall be supervised by a competent representative of the Tenderer who has had thorough experience in the erection, maintenance and operation of plant and equipment similar to that required to be maintained.

5.6.4.3 The Tenderer shall appoint designated competent employees and/or other competent persons as required by the OHS Act and Regulations. The appointments shall be in writing and the responsibilities clearly stated together with the period for which the appointment is made. This information must be communicated and agreed with the appointees.

5.6.4.4 The Tenderer shall co-operate with CCT Representatives, workmen and other persons appointed by the

CCT where necessary for completion of the project as a whole and shall be held responsible for ensuring that the work, as far as such workmen and other persons are concerned, is carried out strictly in accordance with requirements.

5.6.4.5 The Tenderer shall ensure that when service staff are not available or change (resignations, leave, off sick, etc.) that only replacement staff be used that meets the competency requirements in terms of this tender. There shall be no drop I service standard and no delay in service delivery period. (Like for like)

5.6.5 General Contract Works and Site Requirements

5.6.5.1 For planned night work, the Tenderer on all occasions he shall have available sufficient relays for workers, adequate supervision, and adequate lighting to carry out the necessary work ordered by the CCT Representative.

5.6.5.2 The Tenderer shall during the progress of the work take every reasonable, proper, timely and appropriate precautionary measures to ensure a safe and healthy working environment.

5.6.5.3 The Tenderer shall maintain the site and plant in a clean condition at all times to the satisfaction of the CCT Representative. The Tenderer will be required to remove all refuse and unwanted material pertaining to this contract from the site.

5.6.5.4 The Tenderer shall ensure safe working areas by setting up / cordoning off of areas of the work site for safety exclusion zones.

5.6.5.5 The Tenderer shall make provision for its own competent/certified operators for operating lifting equipment when doing any pressure equipment work.

5.6.5.6 The Tenderer shall for preparation purposes, provide for the cleaning of parts or areas of the pressure equipment. (clean to remove all spoil and dirt that would conceal the structure or mechanisms etc. and prevent an effective examination)

5.6.5.7 For identification purposes, the tenderer shall provide each individual employee (tenderer) engaged on site with reflective bibs clearly indicating the tenderer's name. Each of such employees shall also a certified tenderer company letter authorising the scope of work that may be conducted by such employee – Full names, ID number, designation name

5.6.5.8 The Tenderer shall provide all scaffolding, staging, gangways, ladders, tackle, timbering, shuttering and formwork, patterns, moulds, profiles, utensils, tools, implements, vibrators, machinery, engines, pumps, hoists, apparatus and all other necessary plant and requisites, and all labour, supervision, carriage and transportation, which although not specifically mentioned, may be nevertheless necessary for the due and proper performance of the work in terms of the Contract.

5.6.5.9 The Tenderer is to provide for covering up and protecting part or parts of the work requiring it or as may be directed by the CCT Representative during wet or inclement weather or from effects of the sun or windblown dust etc.

5.6.5.10 The Tenderer shall be responsible for the delivery and storage of all plant and material during the period of the Contract and the CCT shall not accept responsibility for the safe keeping of any such plant or material.

5.6.5.11 The Tenderer shall be responsible for the safe keeping and storage of all items dismantled and/or removed from the site for purposes of performing the work specified in this contract and shall make good all losses to the works and site arising directly or indirectly out of or in connection with the carrying out of the Contract.

5.6.5.12 The Tenderer shall be permitted the use of existing sanitary arrangements at the site as indicated by the CCT Representative for the duration of the Contract; any person found defecating or urinating except in the places appointed for the purpose shall immediately be dismissed from the Works.

5.6.5.13 The Tenderer shall be permitted to obtain free of charge supply of electricity at 240 volts single phase or 380 volts three phase 50 Hz and water for use in execution of the Works, with the understanding that the Council accepts no responsibility for shortage of water or electricity on site caused by restriction or from any cause whatsoever.

5.6.5.14 The Tenderer shall in the case of any incident, accident or epidemic occurring on the CCT worksite, immediately notify the CCT Representative (verbally and in writing) of such a case.

5.6.6 Temporary Replacement or Removal of Pressure Equipment or Sundry Equipment

5.6.6.1 It must be noted that before any item is removed from the site that the necessary fully completed and authorised documentation must be handed to the Site Management or CCT Representative.

5.6.6.2 Where removal of any pressure equipment from site is required (cleaning, etc.) and work conducted to the approval of the AIA, the pressure vessel must be returned to the same site of operation and be pressure tested and reinstated.

5.6.6.3 Should at the discretion of the relevant Site Management / Council Representative supply and/or connect up of a replacement air compressor/pressure vessel be required, a separate quotation must be supplied by the Contactor prior to commencement of any work. Such quotation must be for the supply and/or connect up a replacement air compressor/pressure vessel on commencing the work (all mechanical and electrical connections to be included), pressure test the pressure vessel, where applicable, and commission the air handling unit and at the conclusion of the temporary replacement period disconnect the same prior to the reinstatement of the original pressure vessel.

5.6.6.4 Such replacement pressure vessel shall be taken as a “new installation” in terms of clause PER 11(1) (a) of the Occupational Health and Safety Act, Act 85 of 1993. Consequently, the pressure test shall be witnessed and certified by an AIA.

5.6.7 Defects, Unsafe or Damaged Equipment

5.6.7.1 When Pressure equipment is reported or found to be NON-COMPLIANT and/or UNSAFE and CANNOT BE REPAIRED:

- Then it must be reported to the relevant Site Management and the GMR 2(1) (Competent Person) / Council Representative
- Documentation must be provided to the relevant site management by the Tenderer/AIA recommending scrapping and disposal, accompanied with a quotation for the replacement of the condemned item.
- IMPORTANT: It must be noted this tender excludes replacement of any new pressure equipment that did not exist before or are part of any work on supporting structures outside the ambit of pressure equipment. There can therefore only be quoted on any other replacement items in line with the requirements as stipulated in 13.4.3 of the Specification.

5.6.7.2 Any pressure equipment FOUND TO BE UNSAFE OR IN NEED OF REPAIR OR MAINTENANCE at any given time, must immediately be reported to site management or Council Representative and

must be decommissioned, clearly marked as unsafe and reported to the relevant site management with a quotation for the repair and/or maintenance in accordance with the prices quoted in terms of this tender.

5.6.7.3 In the event of damage to a pressure vessel, however caused, the Tenderer shall not proceed with the pressure test and shall first report such event to the relevant GMR 2(1) or Council Representative.

5.6.7.4 The Tenderer shall subsequently arrange for an AIA to inspect and report on the damage sustained by the vessel and to provide details for the repair thereto (quote and separate order).

5.6.7.5 Any repair work arising from such a report must immediately be reported (verbally and in writing) by the Tenderer to the relevant GMR 2(1), CCT Representative and the Site Management.

5.6.7.6 On successful completion of any such repair work as required by the AIA, a pressure test in the presence of, and to the satisfaction of the said AIA shall be performed. AIA to certify pressure vessel safe to use.

5.6.7.7 It must be noted that before any such item is removed the necessary fully completed and authorised documentation must be handed to the Site Management.

5.6.7.8 The Tenderer / AIA shall ensure that all defects found during an inspection or pressure test is reported to the respective site management and recorded.

5.6.8 Loss or Damage

5.6.8.1 The Tenderer shall during the progress of the work take every reasonable, proper, timely and useful precautions against damage to the plant and equipment of CCT which exists on or is near the site, and shall remain answerable and liable for all accidents or injuries thereto which until completion of the Contract may arise from; or be occasioned by the acts or omission of the Tenderer.

5.6.8.2 All losses and damages to the said plant and equipment arising from such accidents or injuries as aforesaid shall be made good in the most complete and substantial manner by and at the sole cost of the Tenderer and to the reasonable satisfaction of the CCT Representative.

5.6.8.3 The Tenderer shall immediately report to the CCT Representative any loss of consumable material including water, oil, and fuel and any faulty or damaged equipment requiring repair.

5.6.9 Security Services

5.6.9.1 The tenderer must submit the following at contract commencement:

- A proof of agreement or intent to outsource security services with a PSiRA registered security company,
- A proof of registration of the security company with PSiRA,
- Provide qualifications for all security guards to be used in the contract,
- Provide competency certificates for all firearms,
- Valid firearm licenses.

5.6.9.2 It is the responsibility of the tenderer to assess all risks before an area intervention.

5.6.9.3 All security staff must be employed by the security company and must be registered with Private Security Industry Regulatory Authority (PSiRA). Proof of such registration must be made available to the City of Cape Town representative upon request. The Tenderer will do a site specific risk assessment before each operation to identify the grade of security guard required and shall be approved by the City

of Cape Town representative before commencement of the intervention.

5.6.9.4 Below is the list of security guard grade preferred for this contract:

Security Guard Grade	Function
Grade C	Form part of the reaction team and deployed to site to manage and prevent imminent danger, threats and or protest action
Grade D	Primary function is access control.

5.6.9.5 A fixed hourly rate for Tenderer's Security Personnel shall be quoted on the Pricing Schedule and shall be in accordance with the Sectoral Determination 6: Private Security Sector.

5.6.9.6 The tenderer must receive approval from the City of Cape Town representatives prior to using security services onsite.

5.6.10 Bargaining Councils

5.6.10.1 Only those tenders submitted by tenderers who are compliant with the requirements of the relevant Engineering bargaining councils (e.g. BIBC, BCCEI, MEIBC, NEIBC) at the time of tender award will be declared responsive.

For purposes of this requirement, tenderers must submit either of the following valid documents issued by the relevant Engineering bargaining councils (e.g. BIBC, BCCEI, MEIBC, NEIBC):

- A Certificate of Good Standing, or
- A Certificate for Tendering Purposes

Failure to submit one of the above documents with the tender submission may result in the tenderer being requested to provide such proof within a specified period. Failure to comply with such a request within the stipulated timeframe will render the tender non-responsive.

Tenderers are advised that compliance with relevant bargaining council requirements will be assessed at the time of award, and the submitted certificate must be valid and verifiable with the relevant bargaining council.

5.7 Health and Safety specifications

5.7.1 Scope & Introduction

5.7.1.1 The tenderer must develop a Health & Safety File (Plan) that addresses all aspects of occupational health and safety, as affected by the proposed construction work in accordance with the provisions in the OHS Act Construction Regulations 2014.

5.7.1.2 The Health and Safety File (Plan) must always be up to date and available on request from any CCT Representative

5.7.1.3 As per Clause 2.2.20 (Conditions of Tender) and the requirements of the Construction Regulations the Principle Tenderer and Sub-Contractor are to achieve required Occupational Health & Safety

performance, which must be an integral part of the Contract. Complying with minimum legal requirements does not absolve Principle Tenderer and Sub-Contractors from their obligations. All Tenderers remain responsible for the health and safety of their employees and persons other than employees in terms of Section 9 of the Occupational Health and Safety Act, No. 85 of 1993, including those of their Mandatory's.

5.7.2 Legal Requirements

5.7.2.1 All Tenderers entering into a Contract with the CCT, shall as a minimum, comply with the:

- Occupational Health & Safety Act and all its Regulations (Act 85 of 1993).
- Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993).
- All the requirements of the Pressure Equipment Regulations.
- All the requirements of the Driven Machinery Regulations, 2015.
- All the requirements of the Construction Regulations 2014.
- Where work is being carried out on or near live electrical machinery such work must be done under the general supervision of a competent person [Responsible Person] in terms of regulation 5(1) of the General Machinery Regulations, 1998. All persons that will work in such area need to have undergone an Entry Course in order for them to work in such areas.
- The requirements of regulation 5 of the Electrical Machinery Regulations, 2011 must also be adhered to, as to, no person authorised thereto by the user shall enter, or be required or permitted by the user to enter, premises housing switch gear or transformers unless all live conductors are insulated against inadvertent contact or are screened off.
- Entry and work performed in Confined Spaces as per Regulation 5 of the General Safety Regulations, 2003.
- No AIA may tender for Pressure Equipment Tender as it will influence his independence & impartiality as stipulated in SANS 17020: 2012.

5.7.3 Mandatary H&S Documents AT TENDER STAGE

5.7.3.1 No H&S File (Plan) submission is needed at tender stage. However, the successful tenderer must have an up-to-date H&S File at contract commencement.

5.8 Breathing Air Compressors

Service providers must comply with the following prescribed requirements:

5.8.1 New filters to be fitted with date and person's name written on with a black permanent marker.

5.8.2 Test Certificates including Safety valves and service reports to be sent with the following to be provided:

- SAP Number on certificates; and
- Date of service done / air quality test done.

5.8.3 Breathing Air Compressors are required to operate safely and compliant to the provisions of the prescribed

standards as lives depend on the quality of the air.

5.8.4 Each breathing air compressor must be fitted with a data plate with all info stamped on.

5.8.5 The Air Quality Test requirements are included in SANS 277 and SANS 10019: 2021 Edition 9 should be conducted on each service.

5.8.6 A certificate is must be displayed next to the compressor and be visible and demonstrate all the readings as required in SANS 10019:2021.

5.8.7 Service fee must be an all- inclusive price including labor, travel, and spares (for filters, oil, and safety valve service kit).

Details of BA Compressor Areas

Make	SAP No	Location	BAR
Bristol	700206089	Atlantis fire at Charel Uys Drive	300
Bauer	700220850	Milnerton Fire at Koeberg Road	300
Bauer	700212385	Roeland St Fire at Roeland St Central	300
Bauer	700005406	Milnerton Fire at Koeberg Road	300
Bauer	700250619	Wynberg Fire at Rosemead Ave	300
Bristol	700206302	Fish Hoek Fire at Central Circle	300
Bauer	700220851	Lakeside Fire at Main & Aproach Roads	300
Bristol	700206301	Ottery Fire at New Ottery Road & Strandfontein Road	300
Bristol	700263363	Kommetjie Fire at Kommetjie Main Road	300
Bauer	700198297	Bellville Fire Truck at Belrail Road Bellville	300
Bauer	700261330	Bellville Fire at Belrail Road Bellville	300
Bauer	700220852	Belhar Fire at Adam Tas Road Belhar	300
Poseidon	700211442	Durbanville Fire at Louw & Van Der Byl Street Durbanville	300
Bauer	700216838	Epping Fire at Vangaurd Drive & Viking Road Epping	300
Bauer	700007515	Goodwood Fire at Hugo Street Goodwood	300
Bauer	700243278	Kraaifontein Fire at Gavin Street Kraaifontein	300
Bauer	700216839	Mitchells Plain Fire at Dagbreek & Highlands Drive Mitchells Plain	300
Bauer	700206300	Strand Fire at Broadway & George Street	300
Bauer	700261679	Sir Lowry`s Pass Fire at Sir Lowry Road	300

5.9 Definitions

PRICING DEFINITIONS	
PRICING -- VAT	**All prices quoted must be Excluding VAT**
Annual Inspection & Service Fee	**Shall be the cost to deliver the work, services and goods for the Annual External Inspection & Service as specified for fixed installation, mobile pressure equipment, or BA compressors as per OEM OR EQUIVALENT and PER requirements:** • **Including the cost of all sundries / consumables / tags, replacement oils, replacement oil filters, and replacement air filters (as applicable) as per OEM OR EQUIVALENT and PER requirements** • **Excluding the cost of any Ad Hoc Repairs and Maintenance or a replacement pressure gauge that failed its pressure test which needs to be quoted separately**
General Work Fee **3 Yearly Statutory Inspection, Service & Test**	**Shall be the cost to deliver all work, services and goods required, other than any AIA work or service, for the 3 Yearly Statutory Inspection, Service & Test as specified for fixed installation or mobile pressure equipment as per OEM OR EQUIVALENT and PER requirements:** • **Including the cost of all sundries / consumables / tags, replacement oils, replacement oil filters, replacement air filters, and replacement separator filters / elements (as applicable) as per OEM OR EQUIVALENT and PER requirements** • **Excluding the cost of any Ad Hoc Repairs and Maintenance or a replacement pressure gauge that failed its pressure test which needs to be quoted separately**
AIA Work Rate **3 Yearly Statutory Inspection, Service & Test**	**Shall be the cost per hour to deliver all AIA work and services required for the 3 Yearly Statutory Inspection, Service & Test as specified for fixed installation or mobile pressure equipment as per OEM OR EQUIVALENT and PER requirements.**
Call-out	**Means a request by the City of Cape Town for the Contractor to mobilise personnel, tools, equipment, transport, and supervision to attend to an unplanned, urgent, emergency, or breakdown-related service requirement at a City site outside of a scheduled inspection, testing, servicing, repair, or maintenance activity. The Call-Out fee shall be deemed to cover the Contractor's mobilisation and attendance costs for the initial site visit, including travel time and transport, but shall exclude the cost of labour, replacement parts, materials, consumables, plant hire, accommodation, and any further work required to diagnose, inspect, test, service, repair, or reinstate the equipment. Such additional work shall be charged separately in accordance with the applicable rates contained in the Price Schedule and only when authorised by the City.**
General Transport	**Shall be all vehicle types other than 3 Ton Trucks**
Travel Time	**No cost shall be allowed for traveling time.**

Transport RATES	**Shall be the rate of each km for all vehicle types (trucks included) and shall be applicable to all service types per actual km travelled.**
General Transport RATE	**Shall be the rate of each km for all vehicle types per actual km's travelled other than 3 ton trucks – applicable to all service types, except where movement of equipment of 3 tons or more are involved**
3 Ton Truck Transport RATE	**Shall be the rate of each km for all 3 Ton or any other higher load capacity vehicle types per actual km's travelled – applicable where movement of equipment of 3 tons or more are involved**
Ad-Hoc Repairs & Maintenance Labour RATE	**Shall be the labour cost per hour for the full service team for any repair or maintenance work not covered or outside the scope of standard annual and three yearly services**
Ad Hoc Repairs and Maintenance	**Ad hoc Repairs and Maintenance shall be all work outside the scope of Annual Inspection, Maintenance & Service and 3 Yearly Statutory Inspection, Service and Test services.**
Mark-up percentage on parts	**The mark-up percentage on parts shall cover the cost of delivery, handling, storage, 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).** **Ad Hoc Items shall refer / apply to all work i.e., structural repairs, including any outsourced repair work / buy outs or specialist items / components which needs to be acquired in the course of the work required by this tender.** **Typically such Ad hoc items shall be the cost price to the tenderer of any refurbished, replacement or general parts, oils, filters, components, materials, sundries or consumables (etc.) excluded from any other standard pricing under any section of work as specified in this tender and shall be subject to the mark-up percentages as approved by the CCT Bid Adjudication Committee.** **Fixed Mark-up % shall apply per Ad Hoc Item cost price ranges, as follows:** • **R1 up to R5 000** • **> R5 000 up to R10 000** • **>R10 000**
Sundries / Consumables / Tags	**Shall be the cost of all sundries / consumables, including all tags required for service and maintenance purposes (as applicable) as per OEM OR EQUIVALENT and PER requirements. All tags are part of normal sundries or consumables and cannot be quoted or billed as Ad Hoc Repairs and Maintenance. All such costs form part of:** • **Annual Inspection & Service Fee** • **General Work Fee -- 3 Yearly Statutory Inspection, Service & Test**
Security Services	**Shall be the number of hours that a security guard worked and shall be measured from the time the guard arrives at their post until the time they leave. This item shall only be paid for additional security guards requested and agreed in advance between the Contract Manager/ Project Manager and Tenderer. Security not agreed on in advance shall not be payable.** **The Tenderer shall when pricing for this Tender must comply with**

	the terms and conditions of the National Bargaining Council for the Private Security Industry Sector as of the date of advertisement and adhere to the minimum wages and requirements as determined by the National Bargaining Council for the Private Security Industry Sector and cover the cost of wages, transport to and from site, all personal protective equipment, any other costs, profit and mark-up.
Special Pressure Equipment	**Special pressure equipment normally have conditions other than that of general compressed air applications and may pose a higher risk, such as methane, lime, aerated water, etc.**
Breathing Air (BA) Compressors	**The Breathing Compressors are for filling firefighting breathing air cylinders; and for filling diving breathing air cylinders.**
Servicing Technician	**A technician who is trained to service high pressure breathing air compressors and conduct air quality tests on BA compressors**
Ad-Hoc Air Quality Test	**Perform air quality test inclusive of the supply of the test kit and certification**
Electrical Artisan	**The Electrical Artisan will be responsible for all electrical work carried out in terms of this tender relating to the servicing, maintenance, repairs, refurbishing, preparation, and inspection of pressure equipment.**
Mechanical Artisan	**The Electrical Artisan will be responsible for all mechanical work carried out in terms of this tender relating to the servicing, maintenance, repairs, refurbishing, preparation, inspection of pressure equipment**
Millwright	**The Electrical Artisan will be responsible for all electrical and/or mechanical work carried out in terms of this tender relating to the servicing, maintenance, repairs, refurbishing, preparation, inspection of pressure equipment**

5.10 Trade Names or Proprietary products

Tenderers/Suppliers 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”.

5.11 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 or its agent, upon request.

5.12 Compliance with Applicable Bargaining Council Requirements

The Tenderer shall submit, as part of its tender submission, a valid Letter of Good Standing and/or a Certificate for Tendering Purposes issued by the relevant Engineering bargaining councils (e.g. BIBC, BCCEI, MEIBC, NEIBC), confirming compliance with statutory contributions and obligations.

The Tenderer shall ensure that all subcontractors engaged in the execution of the contract comply with the requirements of this clause, where applicable to their scope of work.

The successful Tenderer shall maintain compliance with all relevant Engineering bargaining councils (e.g. BIBC, BCCEI, MEIBC, NEIBC) requirements for the duration of the contract and shall, upon request, provide updated proof of good standing.

The Employer reserves the right to verify the relevant Engineering bargaining councils (e.g. BIBC, BCCEI, MEIBC, NEIBC) and the Tenderer's compliance through supporting documentation, audits, or independent verification.

C.6 SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions

Insert new clause 1.1A with the following:

1.1A "Commencement Date" means the date the Supplier confirms receipt from the Purchaser of 1 (one) complete, signed copy of the Contract, the *Schedule of Deviations* (if any).

1.1B "Conditions of Contract" means the general conditions of contract and special conditions of contract including all other contract data incorporated by reference.

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

1.21 'Purchaser' means the City of Cape Town. The address of the Purchaser is 12 Hertzog Boulevard, Cape Town, 8001 (chosen domicilium citandi et executandi).

Add the following after Clause 1.25:

1.26 'Supplier' means the provider of Goods and / or Services with whom the Contract is concluded also referred to as "contractor" in the GCC.

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

1.28 "Working Day" means Monday to Friday excluding weekends and Public Holidays (in the Republic of South Africa).

3. General Obligations

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

3.2 The Parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.

3.3 If the Supplier is a joint venture, all parties in a joint venture or consortium shall be jointly and severally liable to the Purchaser in terms of the Contract and shall carry individually the minimum levels of insurance stated in the Contract, if any.

3.4 The Parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the Delivery of the Goods and/or Services and give all notices and pay all charges required by such authorities.

3.4.1 The Parties agree that this Contract shall also be subject to the CCT's Supply Chain Management Policy ("SCM Policy") that was applicable on the date the bid was advertised as amended from time to time. If the Purchaser adopts a new SCM Policy which contemplates that any clause therein would apply to the Contract emanating from this tender, such clause shall also be applicable to the Contract. Please refer to this document contained on the CCT's website.

3.4.2 Abuse of the supply chain management system is not permitted and may result in termination of the Contract, restriction of the Supplier, and/or the exercise by the CCT of any other remedies available to it as described in the SCM Policy or in law.

3.5 The Supplier shall:

3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the Purchase Order by the Purchaser and no later than the periods as set out in the Contract:

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

3.5.2 Only when notified of the acceptance of the bid on the Date of Commencement of Contract, the Supplier shall commence with and carry out the Delivery of the Goods and/or Services in accordance with the Contract, to the satisfaction, of the Purchaser.

3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the Goods and/or Services including any temporary services that may be required.

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

3.5.5 Be continuously represented during the Delivery of the Goods and/or Services by a competent representative duly authorised to execute instructions.

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

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

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

of clause 21.

3.5.9 Make good at his own expense, all incomplete and defective Goods during the warranty period.

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

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

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

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

3.6 The Purchaser shall:

3.6.1 Issue Purchaser Orders for the Goods and/or Services required under this Contract. No liability for payment will ensue for arising out of the Delivery of the Goods and/or Services, unless a Purchase Order has been issued to the Supplier.

3.6.2 Make payment to the Supplier for the Goods and/or Services as set out herein.

3.6.3 Take possession of the Goods and /or Services upon Delivery by the Supplier.

3.6.4 Regularly inspect the Goods to establish that it is being delivered in compliance with the Contract.

3.6.5 Give any instructions and/or explanations and/or variations to the Supplier including any relevant advice to assist the Supplier to understand the Contract.

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

3.6.7 Inspect the Goods and/or Services to determine if, in the opinion of the Purchaser, it has been delivered in compliance with the Contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.

3.6.8 Brief the Supplier and issue all documents, information, etc. in accordance with the contract.

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

Add the following after clause 5.4:

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

The ownership of data and factual information collected by the Supplier and paid for by the Purchaser shall, after payment, vest with the Purchaser.

5.6 Publicity and publication
The Supplier shall not release public or media statements or publish material related to the services or agreement within two (2) years of Delivery of the Goods, without the written approval of the Purchaser, which approval shall not be unreasonably withheld.

5.7 Confidentiality
Both Parties shall keep all information obtained by them in the context of the agreement, confidential and shall not divulge it without the written approval of the other Party.

5.8 Intellectual Property

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

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

5.8.3 The Supplier shall, and warrants that it shall:

5.8.3.1 Not be entitled to use the Purchaser's Intellectual Property for any purpose other than as contemplated in the agreement;

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

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

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

5.8.3.5 Ensure that its employees, directors, members and contractors comply strictly with the provisions of this Clause 5.5.8.4 above unless the Purchaser expressly agrees to the contrary, in writing and only after obtaining due internal authority for such agreement.

5.8.4 The Supplier represents and warrants to the Purchaser that, in providing Goods and/or Services for the duration of the agreement it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Purchaser from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the Supplier of any third party's Intellectual Property rights.

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

Add the following after clause 5.8:

5.9 **Protection of Personal Information Act of 2013**

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

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

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

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

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

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

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

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

5.10 **PERFORMANCE MONITORING**

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

7. Performance Security

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

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

10.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified in the contract. The time for Delivery of the goods shall be the date as stated on the Purchase Order. In the case of agreements for Delivery of goods in terms of framework or panel agreements, Purchase Orders for the supply and delivery of goods may be raised up until the expiry of a framework or panel agreement, provided that the goods can be delivered within 30 (thirty) days of expiry of the framework or panel agreement. In this context, the "goods" does not include services and carries its ordinary meaning. All Purchase Orders other than for the supply and Delivery of goods (i.e. supply of services, professional services or constructions works), must be completed prior to the expiry of the contract period.

10.2 The Purchaser shall determine, in its sole discretion, whether the Goods and/or Services have been delivered in compliance with the Contract, alternatively in such a state that it can be properly used for the purpose for which it was intended. When the Purchaser determines that the Goods and/or Services have been satisfactorily delivered, the Purchaser must issue an appropriate certification, or written approval, to that effect. Invoicing may only occur, and must be dated, on or after the date of such written acceptance of the Goods.

11. Insurance

Add the following after clause 11.1:

11.2 Without limiting the obligations of the Supplier in terms of this Contract, the Supplier shall effect and maintain the following additional insurances:

11.2.1 Public liability insurances, in the name of the Supplier, covering the Supplier and the Purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **R20 million** for any single claim;

11.2.2 Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the Supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;

11.2.3 Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the Supplier's broker or the insurance company itself (see the Pro Forma Insurance Broker's Warranty).

11.2.4 In the case of Contracts for delivery of professional services, 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.

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

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

15. Warranty

Add to Clause 15.2:

15.2 The warranty for this Contract shall remain valid for six (6) months from date of Delivery of the Goods and/or Services.

16. Payment

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

16.1 Payment of invoices will be made:

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

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

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

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

Add the following after clause 16.4

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

16.6 The Purchaser will only make advanced payments to the Supplier in strict compliance with the terms and conditions as contained in the Pro forma Advanced Payment Guarantee and only once the authenticity of such guarantee has been verified by the Purchaser's Treasury Department.

16.6.1 The Advance Payment Schedule applicable to this Contract is set out below. The items of plant and materials which have been identified by the Purchaser as being suitable for advance payment in terms of this Contract are listed in the table below, and for which the Purchaser is prepared to make advance payment to the Supplier, subject to the conditions below. Should an item or items be added to the list at tender stage by a tenderer, no obligation to advance payment shall be incurred by the Purchaser, for such items added by the tenderer except as provided for herein.

Plant and materials which have been manufactured and are stored by the supplier	Plant and materials yet to be manufactured and for which a deposit with order is required from the supplier by a third party manufacturer/supplier, and which may be stored by the supplier:

16.6.2 The Supplier can only rely on advance payment being permitted by the Purchaser in respect of the plant and materials listed in the table above. The Purchaser may, however, permit advance payment for other plant and materials in exceptional circumstances and at its sole discretion, during the course of the Contract, and upon reasonable request from the Supplier.

16.6.3 Advance payment for the purposes of deposits will only be provided up to a limit of **0%** of the value of any one item being claimed.

16.6.4 The Supplier shall provide the Purchaser with documentary evidence of the terms and conditions for which a deposit with order is required by a third party manufacturer/supplier, together with the advance payment guarantee.

16.6.5 The Supplier will also be permitted to obtain advance payment for the balance of the value of the plant and materials in respect of which he has paid a deposit, for an item which after manufacture is stored by the Supplier. The Supplier shall, in respect of such payment, provide an advance payment guarantee, either for such balance or, if the advance payment guarantee in respect of the deposit is to be returned by the Purchaser upon request, for the whole value of the item.

17. Prices

Add the following after clause 17.1

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

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

17.4 The prices for the goods and/or Services delivered and services performed shall be subject to contract price adjustment in terms of Schedule F.1 Contract Price Adjustment and/or Rate of Exchange Variations and the following conditions will be applicable:

Refer to Schedule F.1 page 117

18. Contract Amendments

Delete the heading of clause 18 and replace with the following

18. Contract Amendments and Variation

Add the following to clause 18.1:

Variations means changes to the Goods and/or Services, extension of the contract period or increases in the value of the Contract as a result of written instructions issued by the Purchaser to the Supplier. Such changes are subject to prior approval by the Purchaser's delegated authority. Should the Supplier deliver any Goods not described in a written instruction from the Purchaser, the Purchaser's liability for payment shall no arise until such time as the change has been duly approved and such approval communicated to the Purchaser.

20. Subcontracts

Add the following after clause 20.1:

20.2 The Supplier shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if they were the acts, defaults or negligence of the Supplier.

20.3 Any appointment of a subcontractor shall not amount to a contract between the Purchaser and the subcontractor, or a responsibility or liability on the part of the Purchaser to the subcontractor and shall not relive the Supplier from any liability or obligation under the Contract.

21. Delays in the supplier's performance

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

21.2 If at any time during the performance of obligations contained in the Contract the Supplier or its subcontractors should encounter conditions beyond their reasonable control which impede the timely delivery of the Goods and/or Services, the Supplier shall notify the Purchaser in writing, within 7 (seven) days of first having become aware of these conditions, of the facts of the delay, its cause(s) and its probable duration. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation, and may at his discretion extend the time for Delivery.

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

The Purchaser shall notify the Supplier in writing of his decision(s) in the above regard.

21.3 No provision in this Contract shall be deemed to prohibit the obtaining of Goods and/or Services from a national department, provincial department, or a local authority.

22. Penalties

Delete clause 22.1 and replace with the following:

22.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods and/or Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from amounts payable, as a penalty, a sum as stated herein for each day of the delay until actual Delivery or performance.

The penalty for this contract shall be and are applicable, unless the tenderer is unable to carry out its

obligations due to an event that is unforeseeable or beyond their reasonable control**:**

If the actual delivery period for any services or repairs exceeds the delivery period specified in the applicable Purchase Order, the Contractor shall be liable for penalties calculated at 2% per calendar day of the Purchase Order value, subject to a maximum cumulative penalty of 10% of the Purchase Order value.

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

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

If the Supplier fails to remedy the breach in terms of such notice.

Add the following after clause 23.7:

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

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

23.8.2 If the Parties, by mutual agreement, terminate the Contract.

23.8.3 If a material irregularity vitiates the procurement process leading to the conclusion of the Contract, rendering the procurement process and the conclusion of the resulting Contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective the Contract may be terminated by the Purchaser (upon conclusion of applicable processes by the City Manager as described in the Purchaser's SCM Policy).

23.8.4 Reputational risk or harm to the Purchaser

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

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

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

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

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

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

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

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

27. Settlement of Disputes

Amend clause 27.1 as follows:

27.1 If any dispute or difference of any kind whatsoever, with the exception of termination in terms of clause 23 arises between the Purchaser and the Supplier in connection with or arising out of the Contract, the Parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.

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

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

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

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

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

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

28. Limitation of Liability

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

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

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

Add the following after clause 28.1:

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

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

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

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

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

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

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

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

a) hand delivered – on the day delivery of delivery or the next Working Day,
b) sent by registered mail – five (5) Working Days after mailing,
c) sent by email or telefax – one (1) Working Day after transmission.

32. Taxes and Duties

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

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

Add the following after clause 32.3:

32.4 The VAT registration number of the CCT is 4500193497.

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations

35.1 The Supplier shall complete, sign and submit with each delivery note, all the documents as required in the Specifications including Monthly Project Labour Reports (Annexure B). Any failure in this regard may result in a delay in the processing of payments.

C.7 GENERAL CONDITIONS OF CONTRACT

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

TABLE OF CLAUSES

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

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 'Closing time' means the date and hour specified in the bidding documents for the receipt of bids.

1.2 'Contract' means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 'Contract price' means the price payable to the supplier under the contract for the full and proper performance of his or her contractual obligations.

1.4 'Corrupt practice' means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 'Countervailing duties' are imposed in cases in which an enterprise abroad is subsidised by its government and encouraged to market its products internationally.

1.6 'Country of origin' means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 'Day' means calendar day.

1.8 'Delivery' means delivery in compliance with the conditions of the contract or order.

1.9 'Delivery ex stock' means immediate delivery directly from stock actually on hand.

1.10 'Delivery into consignee's store or to his site' means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 'Dumping' occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin, and which action has the potential to harm the local industries in the RSA.

1.12 'Force majeure' means an event beyond the control of the supplier, not involving the supplier's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 'Fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 'GCC' means the General Conditions of Contract.

1.15 'Goods' means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 'Imported content' means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and
which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 'Local content' means that portion of the bidding price which is not included in the imported content, provided that local manufacture does take place.

1.18 'Manufacture' means the production of products in a factory using labour, materials, components and machinery, and includes other, related value-adding activities.

1.19 'Order' means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 ‘Project site’, where applicable, means the place indicated in bidding documents.

1.21 ‘Purchaser’ means the organisation purchasing the goods.

1.22 ‘Republic’ means the Republic of South Africa.

1.23 ‘SCC’ means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance Security

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

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

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

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

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than 30 (thirty) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in the SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

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

8.3 If there are no inspection requirements indicated in the bidding documents and no mention of such is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier, who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of the GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in the SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

(a) performance or supervision of on-site assembly, and/or commissioning of the supplied goods;

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

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

14. Spare parts

14.1 As specified in the SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in the SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of any other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than 30 (thirty) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in the SCC.

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during the performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his or her discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the Parties by amendment of contract.

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

21.4 The right is reserved to procure, outside of the contract, small quantities of supplies; or to have minor essential services executed if an emergency arises, or the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in
substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and, without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

23.6 If a restriction is imposed, the purchaser must, within 5 (five) working days of such imposition, furnish the National Treasury with the following information:
(i) the name and address of the supplier and/or person restricted by the purchaser;
(ii) the date of commencement of the restriction;
(iii) the period of restriction; and
(iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

28. Limitation of Liability

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

29. Governing language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

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

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

C.8 ANNEXURES

Annexure A – Pro Forma Insurance Broker's Warranty

Broker Logo

Letterhead of supplier's Insurance Broker

Date _____

CCT
City Manager
Civic Centre
12 Hertzog Boulevard
Cape Town
8000

Dear Sir

TENDER NO.: 58S/2026/27

TENDER DESCRIPTION: FRAMEWORK AGREEMENT FOR THE STATUTORY INSPECTION, TESTING, SERVICING AND REPAIR OF PRESSURE EQUIPMENT FOR THE CITY OF CAPE TOWN

NAME OF SUPPLIER: _____

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

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

Yours faithfully

Signed: _____

For: _____ (Supplier's Insurance Broker)

Annexure B – Monthly Project Labour Report

ANNEX 1

CITY OF CAPE TOWN
MONTHLY PROJECT LABOUR REPORT

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

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

Submission of Forms

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

PROJECT DETAILS

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

CONTRACT OR WORKS PROJECT NAME: (6)		EPWP SUPPLIED PROJECT NUMBER: (6)	
DIRECTORATE:		DEPARTMENT:	
CONTRACTOR OR VENDOR NAME:		CONTRACTOR OR VENDOR E-MAIL ADDRESS:	
CONTRACTOR OR VENDOR CONTACT PERSON:		CONTRACTOR OR VENDOR TEL. NUMBER:	CELL WORK

PROJECT LABOUR REPORT CURRENT MONTH (mark with "X")

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEAR				

ACTUAL START DATE (yyyy/mm/dd)								ANTICIPATED / ACTUAL END DATE (yyyy/mm/dd) (7)							

TOTAL PROJECT EXPENDITURE / VALUE OF WORK DONE TO-DATE (INCLUDING ALL COSTS, BUT EXCLUDING VAT)

R													

ANNEX 1 (continued)

MONTHLY PROJECT LABOUR REPORT

BENEFICIARY DETAILS AND WORK INFORMATION

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

CONTRACT OR WORKS PROJECT NUMBER:		Year	Month	Sheet		
				1	of	

	(8)	(8)	(8)	(9)			(10)		(11)	(12)	(13)	(14)
No.	First name	Surname	ID number	New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	Job seeker database (Y/N)	Contract start date (DDMMYY)	Contract end date (DDMMYY)	No. days worked this month (excl. training)	Training days	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			

Annexure C - Pro Forma Performance Security/ Guarantee (Not Applicable)

GUARANTEE PERFORMANCE SECURITY

GUARANTOR *DETAILS AND DEFINITIONS*

"Guarantor" means: .....

Physical address of Guarantor: .....

"Supplier" means: .....

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

Amount in words: .....

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

Amount in words: .....

"Contract" means: The agreement made in terms of the Form of Offer and Acceptance for tender no 58S/2026/27 and such amendments or additions to the contract as may be agreed in writing between the Parties.

PERFORMANCE GUARANTEE

1. *The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.*

2. *The Guarantor's period of liability shall be from and including the date of issue of this Guarantee/Performance Security up to and including the termination of the Contract or the date of payment in full of the Guaranteed Sum, whichever occurs first.*

3. *The Guarantor hereby acknowledges that:*

    3.1 *any reference in this Guarantee/Performance to "Contract" is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;*

    3.2 *Its obligation under this Guarantee/Performance Security is restricted to the payment of money.*

4. *Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the CCT the sum due and payable upon receipt of the documents identified in 4.1 to 4.2:*

    4.1 *A copy of a first written demand issued by the CCT to the Supplier stating that payment of a sum which is due and payable has not been made by the Supplier in terms of the Contract and failing such payment within seven (7) calendar days, the CCT intends to call upon the Guarantor to make payment in terms of 4.2;*

    4.2 *A first written demand issued by the CCT to the Guarantor at the Guarantor's physical address with a copy to the Supplier stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum has still not been paid.*

5. *Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the CCT the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the CCT to the Guarantor at the Guarantor's physical address calling up this Guarantee / Performance Security, such demand stating that:*

    5.1 *The Contract has been terminated due to the Supplier's default and that this Guarantee/Performance Security is called up in terms of 5; or*

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

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

6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.

7. Where the Guarantor has made payment in terms of 5, the CCT shall upon the termination date of the Contract, submit an expense account to the Guarantor showing how all monies received in terms of this Guarantee/Performance Security have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee/Performance Security shall bear interest at the prime overdraft rate of the CCT's bank compounded monthly and calculated from the date payment was made by the Guarantor to the CCT until the date of refund.

8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

9. The CCT shall have the absolute right to arrange its affairs with the Supplier in any manner which the CCT may deem fit and the Guarantor shall not have the right to claim his release from this Guarantee /Performance Security on account of any conduct alleged to be prejudicial to the Guarantor.

10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

11. This Guarantee/Performance Security is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee / Performance Security shall be returned to the Guarantor after it has expired.

12. This Guarantee/Performance Security, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

13. Where this Guarantee/Performance Security is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at .....

Date .....

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

Capacity .....

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

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....

Approved Financial Institution as at [ ]:

[…]

Annexure D - Pro Forma Advance Payment Guarantee

ADVANCE PAYMENT GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: .....

Physical address of guarantor: .....

"Supplier" means: .....

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

Amount in words: .....

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

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

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

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

Amount in words: .....

1. *The Guarantor's liability shall be limited to the amount of the Guaranteed Advance Payment Sum.*

2. *The Guarantor's period of liability shall be from and including the date of issue of this Advance Payment Guarantee and up to and including the termination of the Contract or the date of payment in full of the Guaranteed Advance Payment Sum, whichever occurs first.*

3. *The Guarantor hereby acknowledges that:*

3.1 *any reference in this Advance Payment Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;*

3.2 *Its obligation under this Advance Payment Guarantee is restricted to the payment of money.*

4. *Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the CCT the sum advanced to the Supplier upon receipt of the documents identified in 4.1 to 4.2:*

4.1 *A copy of a first written demand issued by the CCT to the Supplier stating that payment of a sum advanced by the CCT has not been repaid by the Supplier in terms of the Contract (“default”) and failing such payment within seven (7) calendar days, the CCT intends to call upon the Guarantor to make payment in terms of 4.2;*

4.2 *A first written demand issued by the CCT to the Guarantor at the Guarantor's physical address with a copy to the Supplier stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 4.1 and the sum advanced has still not been repaid by the Supplier.*

5. *Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the CCT the Guaranteed Advance Payment Sum or the full outstanding balance not repaid upon receipt of a first written demand from the CCT to the Guarantor at the Guarantor's physical address calling up this Advance Payment Guarantee, such demand stating that:*

5.1 the Contract has been terminated due to the Supplier's default and that this Advance Payment Guarantee is called up in terms of 5; or

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

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

6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.

7. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

9. The CCT shall have the absolute right to arrange its affairs with the Supplier in any manner which the CCT may deem fit and the Guarantor shall not have the right to claim his release from this Advance Payment Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

11. This Advance Payment Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.

12. This Advance Payment Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

13. Where this Guarantee/Performance Security is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at .....

Date .....

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

Capacity .....

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

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....

Approved Financial Institution as at 13 August 2025:

1.1 National Banks
ABSA Bank Limited
Firstrand Bank Limited
Investec Bank Limited
Nedbank Limited
Standard Bank of South Africa Limited

1.2 International Banks (with branches in South Africa)
Barclays Bank PLC
Citibank NA
Credit Agricole Corporate and Investment Bank
HSBC Bank PLC
JPMorgan Chase Bank
Societe Generale
Standard Chartered Bank

1.3 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
Old Mutual Alternative Risk Transfer Insure Limited (OMART Insure) (previously Mutual and Federal)
New National Assurance Company Limited
PSG Konsult Ltd (previously Absa Insurance)
Regent Insurance Company Limited
Renasa Insurance Company Limited
Santam Limited…]

Annexure F - Tender Returnable Documents

Schedule F.1: Contract Price Adjustment

1. TENDER CONDITIONS

1.1 The Contract Price Adjustment (CPA) mechanism and/or provisions relating to Rate of Exchange (RoE) Variation, contained in this schedule is compulsory and binding on all Tenderers/Suppliers and this schedule (the parts relevant to the particular tender) must be completed by all Tenderers / Suppliers.

1.2 Tenderers/Suppliers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule.

1.3 Tenderers are not permitted to offer fixed and firm prices except as provided for in the Price Schedule.

2. CPA PROVISIONS SELECTION

2.1 The prices stipulated on the Price Schedule are subject to adjustment as set out below.

1. Applicable where the Tenderer/Suppliers has indicated their tendered prices are subject to adjustment based on changes in the Statistics South Africa (STATS SA) Consumer Price Indices.

2. A minimum of 10% of the tender price as per C.4 Pricing Schedule shall be fixed and free of variation for the duration of the contract.

3. A total of 90% of the current price as per C.4 Pricing Schedule shall be adjusted annually in accordance with clause 5 below.

4. The Contract Price(s) shall remain FIRM for the first 12 calendar months from date of Commencement Date of Contract and Suppliers are not permitted to requests CPA during this period.

5. The Contract Price(s) for items in C.4 Price Schedule from item number 1 to item number 56 and from item number 72 to item number 91 will thereafter be subject to adjustment annually based on the average percentage of change over 12 months as published by STATS SA: Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates) as follows:

5.1 CPA applicable from the start of the 13th month to the end of the 24th month calculated as follows:
   a) The base month for the price adjustment being three (3) calendar months prior to Commencement Date of Contract; and
   b) The end month shall be three (3) calendar months prior to the 12th month.

5.2 CPA applicable from the start of the 25th month to end of the 36th month calculated as follows:
   a) The base month for the price adjustment shall be three (3) calendar months prior to the 13th month; and
   b) The end month shall be three (3) calendar months prior to 24th month.

5.3 CPA applicable from the start of the 37th month to end of the 48th month calculated as follows:
   a) The base month for the price adjustment shall be three (3) calendar months prior to the 25th month; and
   b) The end month shall be three (3) calendar months prior to 36th month.

5.4 CPA applicable from the start of the 49th month to end of the 60th month calculated as follows:
   a) The base month for the price adjustment shall be three (3) calendar months prior to the 37th month; and
   b) The end month shall be three (3) calendar months prior to 48th month.

5.5 CPA applicable from the start of the 61st month to end of the 72nd month calculated as follows:
   a) The base month for the price adjustment shall be three (3) calendar months prior to the 49th month; and

b) The end month shall be three (3) calendar months prior to 60th month.

5.6 The average CPI percentage will be calculated using the base month to the end month (both included) divided by the number of months. (12 months totalled/12 to achieve the average CPI)

6. Subject to prior approval by the CCT delegated authority, in the event of any extension of the contract period, the CPA applicable beyond month 72nd of the contract will follow the same principle in determining the base month (i.e. 3 calendar months prior to base month of the preceding CPA calculation) and end date (3 calendar months prior to end month of the preceding CPA calculation) as outlined above.

7. The Contract Price(s) on items in C.4 Price Schedule from item number 95 to item number 97 shall be based on the annual increase as published by the National Bargaining Council for the Private Security Industry Sector as per Gazetted Regulations concluded for the Private Security Sector. Other cost shall be subject to CPI based on the conditions stipulated below.

3. CONTRACT CPA APPLICATIONS AND ADMINISTRATION

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

i. By letter to: Director Water and Sanitation, City of Cape Town,
P O Box 655, Cape Town, 8000 or
ii. By email to: **CPA.Request@capetown.gov.za**

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

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

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

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

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

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

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

Schedule F.2: Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums

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

1. We, the undersigned, are submitting this tender offer as a partnership/ joint venture/ consortium and hereby authorize Mr/Ms _____, of the authorised entity _____, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/ consortium's behalf.

2. By signing this schedule the partners to the partnership/joint venture/ consortium:

   2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/ consortium;

   2.2 agree that the CCT shall make all payments in terms of this Contract into the following bank account of the Lead Partner:

   Account Holder: _____
   Financial Institution: _____
   Branch Code: _____
   Account No.: _____

   2.3 agree that in the event that there is a change in the partnership/ joint venture/ consortium and/or should a dispute arise between the partnership/joint venture/ consortium partners, that the CCT shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the CCT is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the CCT of the details of the new bank account into which it is required to make payment.

   2.4 agree that they shall be jointly and severally liable to the CCT for the due and proper fulfilment by the successful tenderer/supplier of its obligations in terms of the Contract as well as any damages suffered by the CCT as a result of breach by the successful tenderer/supplier. The partnership/joint venture/ consortium partners hereby renounce the benefits of 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 F.3: Declaration for Procurement above R10 million

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

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

YES		NO	

If YES, submit audited annual financial statements:
(i) For the past three years, or
(ii) Since the date of establishment of the tenderer (if established during the past three years)
By attaching such audited financial statements to **List of Other Documents Attached by Tenderer Schedule.**

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

YES		NO	

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

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

YES		NO	

If YES, insert particulars in the table below including particulars of any material non-compliance or dispute concerning the execution of such contract. Alternatively attach the particulars to **List of Other Documents Attached by Tenderer** schedule in the same format as the table below:

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

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

YES		NO	

If YES, furnish particulars below

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

_____ _____

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

Date

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

1. GENERAL CONDITIONS

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

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

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

Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80/90
SPECIFIC GOALS	20/10
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

The following definitions shall apply to this schedule:

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 or 90/10

Or

Where

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

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

POINTS AWARDED FOR PRICE

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

80/20 or 90/10

Or

Where:

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

5. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

Table 1: Specific Goals (SG) – Points Allocated and Claimed

Tenderers must indicate the preference points claimed for each specific goal applicable to them, for the purposes of this tender.

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

The specific goals allocated points in terms of this tender	To be Completed by the Organ of State		To be Completed by the Tenderer	
	Number of points Allocated (90/10 system)	Number of points Allocated (80/20 system)	Number of points claimed (90/10 system)	Number of points claimed (80/20 system)
Promotion of Micro and Small Enterprises	4	8		
Enterprise Supplier Development and Socio-Economic Development	3	6		
Skills Development OR Employee Share Scheme	3	6		

DECLARATION WITH REGARD TO COMPANY/FIRM

5.3 Name of company/firm…….

5.4 Company registration number: ……...

5.5 TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

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

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

Signature of Tenderer	*Date*	*Name and Surname*	*Address*

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

Table 2: Specific Goals – Declaration by the Tenderer

Tenderers must complete this table to declare the amounts and percentages applicable to the specific goals they are claiming.
NB: In completing Table 2 below, please consult **Notes for Verification** below

The specific goals allocated points in terms of this tender	To be Completed by the Tenderer	
	Refer to "Notes for verification"	**Amount Declared (excluding VAT)**
SG1 Promotion of Micro and Small Enterprises	(i) Total Turnover	
SG2 Enterprise Supplier Development and Socio Economic Development	(ii) Total Enterprise Supplier Development Expenditure	
	(iii) Total Socio Economic Development Expenditure	
	(iv) Total Expenditure	
SG3.1 Skills Development	(v) Total Skills Development Expenditure	
	(vi) Total Profit	
OR **SG3.2** Employee Share Scheme	(vii) Employee Share Scheme Ownership %	

Tenderer Confirmation:
I confirm that the amounts declared in Table 2 above are accurate and in accordance with the *'The Broad-Based Black Economic Empowerment (B-BBEE) Act 53 of 2003, as amended. .*

Signature of Tenderer (Authorised to represent the tenderer)	**Date**	**Name and Surname**	**Address**

Notes for Verification:

All amounts disclosed should be as per the most recent Annual Financial Statements (not older than 12 months) and defined as per the B-BBEE Act

- SG1 – Specific Goal 1
  Promotion of Micro and Small Enterprises
  (i) Total Turnover
  Micro enterprises with a turnover of up to R20million and Small enterprises with a turnover up to R80 million, as per National Small Enterprise Act, 1996 (Act No.102 of 1996)

- SG2 – Specific Goal 2
  Enterprise Supplier Development and Socio-Economic Development
  (ii) Total Enterprise Supplier Development Expenditure
  Qualifying expenditure as defined in the B-BBEE Act: Statement 400 “THE GENERAL PRINCIPLES FOR MEASURING ENTERPRISE AND SUPPLIER DEVELOPMENT"

  (iii) Total Enterprise Socio Economic Development Expenditure
  Qualifying expenditure as defined in the B-BBEE Act: Statement 500 “THE GENERAL PRINCIPLES FOR MEASURING THE SOCIO - ECONOMIC DEVELOPMENT ELEMENT"

  (iv) Total Expenditure
  Total Expenditure as per the most recent Annual Financial Statements (not older than 12 months)

- SG3.1 – Specific Goal 3
  Skills Development
  (v) Total Skills Development Expenditure
  Qualifying expenditure as defined in the B-BBEE Act: Statement 300 “THE GENERAL PRINCIPLES FOR MEASURING SKILLS DEVELOPMENT"

  (vi) Total Profit
  Total Profit as per the most recent Annual Financial Statements (not older than 12 months)

- SG3.2 – Specific Goal 3
  Employee Share Scheme
  (vii) Employee Share Scheme Ownership %
  Total employee ownership as per employee share certificate at the date of tender closing.

The below table (Table 3) must be completed by a B-BBEE Verification Agency (*Note 1) **OR** Commissioner of Oaths
(Refer to *Note 3.2 for the detailed declaration):

Table 3:

Signature and Stamp	**Date**	**Name and Surname**	**Address**

Note 1

1.1 Tendering entity that undergoes B-BBEE verification

- Where a tendering entity undergoes B-BBEE verification, a B-BBEE certificate valid as at the date of tender closing, must be attached to the bid submission or must be made available upon request within the specified period.
- All amounts disclosed in Table 2, should be amounts used in the B-BBEE verification process undergone by the tendering entity
- The B-BBEE verification agency must complete Table 3 above, to confirm the following amounts disclosed by the bidder in Table 2:
  (ii) Total Enterprise Supplier Development Expenditure;
  (iii) Total Socio Economic Development Expenditure;
  (v) Total Skills Development Expenditure

- Where the tendering entity is a Joint Venture/ Consortium, the amounts in Table 2 must be consolidated, with an accompanying consolidated B-BBEE certificate valid as at the date of tender closing must be attached to the bid submission or must be made available upon request within the specified period.

1.2 If the tendering entity does not undergo B-BBEE verification and qualifies as a B-BBEE Qualifying Small Enterprise (QSE) and Exempted Micro-Enterprises (EME)

- Table 3 must be completed by a Commissioner of Oaths to confirm the following amounts disclosed by the bidder in Table 2:
  (ii) Total Enterprise Supplier Development Expenditure;
  (iii) Total Socio Economic Development Expenditure;
  (v) Total Skills Development Expenditure

Note 2

2.1 The tendering entity must attach with the bid submission or must be made available upon request within the specified period; the most recent (where applicable) audited financial statements to enable validation of the following amounts disclosed by the bidder in Table 2:
(i) Total Turnover
(iv) Total Expenditure
(vi) Total Profit

2.2 Companies who are required to be audited by legislation, must submit audited financial statements, not older than 12 months with the bid submission or must be made available upon request within the specified period.

Note 3

Sworn affidavit to be deposed by the Commissioner of Oaths to the QSE or EME.

I, the undersigned,

Full Name and Surname *(Authorised to represent the tenderer)*	
Identity Number	

Hereby declare under oath as follows

3.1 The contents of this statement are to the best of my knowledge a true reflection of facts.

3.2 I am a Member/ Director/ Owner of the following enterprise and am duly authorised to act on its behalf.

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, Pty (Ltd), Sole Prop etc):	
Nature of Business:	

3.3 I hereby declare under oath that based on the Financial Statements / Management Accounts and information available on the latest financial year end _____

3.3.1 The annual Total Revenue was less than R50 000 000.00 (Fifty Million Rand);

3.3.2 The following amounts disclosed in Table 2 are accurate, complete, consistent with the BBBEE Act (see Notes for Verification) and based on the Financial Statements / Management Accounts and information available on the latest financial year end _____

As per Table 2	Amount Declared (excluding VAT)
(ii) Total Enterprise Supplier Development Expenditure	
(iii) Total Socio Economic Development Expenditure	
(iv) Total Expenditure	
(v) Total Skills Development Expenditure	
(vi) Total Profit	
(vii) Employee Share Scheme Ownership %	

3.4 I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent I this matter.

3.5 The sworn affidavit will be valid for a period of 12 months from the date signed by the commissioner.

Commissioner of Oaths
Signature, Date and Stamp

Deponent Signature and Date

3.6 KEY NOTES OF DETERMINING VALIDITY OF SWORN AFFIDAVITS

BBBEE Certificates/ Sworn Affidavits	Returnable for declaration requirement must be attached with the bid submission or must be made available upon request within the specified period - Certified and Valid copy of BBBEE Certificate issued by a SANAS Accredited Verification Agent, or - Certified and Valid copy of Sworn Affidavit for either EME or QSE (see key notes below to determine Validity of a Sworn Affidavit); or - Valid copy of BBBEE Certificate issued by CIPC for EME's only **KEY NOTES OF DETERMINING VALIDITY OF SWORN AFFIDAVITS** **Tenderers submitting Sworn Affidavits must ensure that the affidavits meet the following key pointers to ensure their validity:** (a) Name/s of deponent as they appear in the identity document and the identity number. (b) Designation of the deponent as the Director/ Member must be indicated in order to know that person is duly authorised to depose of an affidavit **(mark the applicable option).** (c) Name of enterprise as per enterprise registration documents issued by CIPC, where applicable, and enterprise business address. (d) Amounts as per Table 2 must be inserted **(No blank spaces to be left).** (e) Indicate total revenue for the year under review and whether it is based on audited financial statements or management accounts **(mark the applicable option).** (f) Financial year end as per the enterprise's registration documents, which was used to determine the total revenue (financial year end to be stipulated by day/ month/ year). (g) Date deponent signed and date of Commissioner of Oath must be the same.

	(The sworn affidavit must be signed in the presence of the Commissioner of Oath. Furthermore the Commissioner must also sign ad stamp). (h) Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest. If the relevant documentation/ information as stipulated in the enquiry is not submitted and/or does not meet the above requirements; tenderers will be disqualified.

Schedule F.5: Declaration of Interest – State Employees (MBD 4 amended)

1. No bid will be accepted from:
   1.1 persons in the service of the state[1], or
   1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
   1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town (CCT) during the previous twelve (12) months, or
   1.4 from an entity who has employed a former CCT employee who was at a level of T14 of higher at the time of leaving the CCT's employ and involved in any of the CCT's bid committees for the bid submitted, if:
      1.4.1 the CCT employee left the CCT's employment voluntarily, during the previous twelve (12) months;
   1.5 a person who was a CCT employee, or an entity that employs a CCT employee, if
      1.5.1 the CCT employee left the CCT's employment whilst under investigation for alleged misconduct, or
      1.5.2 was facing disciplinary action or potential disciplinary action by the CCT, or
      1.5.3 was involved in a dispute against the CCT during the previous thirty six (36) months.

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

   3.1 Full Name of tenderer or his or her representative: _____

   3.2 Identity Number: _____

   3.3 Position occupied in the Company (director, trustee, shareholder[2]): _____

   3.4 Company or Close Corporation Registration Number: _____

   3.5 Tax Reference Number: _____

   3.6 VAT Registration Number: _____

   3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

   3.8 Are you presently in the service of the state? **YES / NO**
      3.8.1 If yes, furnish particulars: _____

   3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
      3.9.1 If yes, furnish particulars: _____

   3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
      3.10.1 If yes, furnish particulars: _____

   3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
      3.11.1 If yes, furnish particulars: _____

   3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
      3.12.1 If yes, furnish particulars: _____

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
3.13.1 If yes, furnish particulars: _____

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

3.15 Have you, or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company been in the service of the CCT in the past twelve months? **YES / NO**
3.15.1 If yes, furnish particulars: _____

3.16 Do you have any employees who was in the service of the CCT at a level of T14 or higher at the time they left the employ of the CCT, and who was involved in any of the CCT's bid committees for this bid? **YES / NO**
3.16.1 If yes, furnish particulars: _____

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

Full Name	Identity Number	State Employee Number

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

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

_____ _____

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

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

(a) a member of –
(i) any municipal council;
(ii) any provincial legislature; or
(iii) the national Assembly or the national Council of provinces;

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

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

Schedule F.6: Conflict of Interest Declaration

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

YES		NO	

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

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

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

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

YES		NO	

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

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

The CCT's anti-corruption hotline at 0800 32 31 30 (toll free)

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

_____ _____

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

Date

Schedule F.7: Declaration of Tenderer's Past Supply Chain Management Practices (MBD 8)

Where the entity tendering is a partnership/joint venture/consortium, each party to the partnership/joint venture/consortium must sign a declaration in terms of the Municipal Finance Management Act, Act 56 0f 2003, and attach it to this schedule.

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

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

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

Item	Question	Yes	No
2.1	**Is the tenderer or any of its directors/members listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?** (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
2.1.1	If so, furnish particulars:		
2.2	Is the tenderer or any of its directors/members listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or Database of Restricted Suppliers? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
2.2.1	If so, furnish particulars:		
2.3	Was the tenderer or any of its directors/members convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
2.3.1	If so, furnish particulars:		
Item	Question	Yes	No

2.4	Does the tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
2.4.1	If so, furnish particulars:		
2.5	Was any contract between the tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
2.5.1	If so, furnish particulars:		

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

_____ _____

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

Date

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

To: THE CITY MANAGER, City of Cape Town

From: _____
(Name of tenderer)

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

The tenderer:

a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the City Manager may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer (or any of its directors/members/partners) to the CCT, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
b) therefore hereby agrees and authorises the CCT to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and
c) confirms the information as set out in the tables below for the purpose of giving effect to b) above;

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

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

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)	Inside the CCT municipal boundary (Yes/No)

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

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

Schedule F.9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender number **58S/2026/27** and tender description: **FRAMEWORK AGREEMENT FOR THE STATUTORY INSPECTION, TESTING, SERVICING AND REPAIR OF PRESSURE EQUIPMENT FOR THE CITY OF CAPE TOWN** in response to the tender invitation made by THE CCT, do hereby make the following statements, which I certify to be true and complete in every respect:

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

1. I have read and I understand the contents of this Certificate;

2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am authorised by the tenderer to sign this Certificate, and to submit this tender, on behalf of the tenderer;

4. Each person whose signature appears on this tender has been authorised by the tenderer to determine the terms of, and to sign, the tender on behalf of the tenderer;

5. For the purposes of this Certificate and this tender, I understand that the word 'competitor' shall include any individual or organisation other than the tenderer, whether or not affiliated with the tenderer, who:
   (a) has been requested to submit a tender in response to this tender invitation;
   (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.

6. The tenderer has arrived at this tender independently from and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[1] will not be construed as collusive price quoting.

7. In particular, without limiting the generality of paragraphs 5 and 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation);
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit a tender;
   (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
   (f) tendering with the intention not to win the contract.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.

9. The terms of this tender have not been and will not be disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, Act 89 of 1998, and/o/r may be reported to the National Prosecuting Authority (NPA) for criminal investigation, and/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
Print name: Date
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 F.10: Proposed Deviations And Qualifications By Tenderer

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

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

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

PAGE	CLAUSE OR ITEM	PROPOSED DEVIATION OR QUALIFICATION

List relevant documentation attached in Schedule F.10 below.

_____ _____

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

Date

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

The tenderer has attached to this schedule, the following additional documentation:		
	Date of Document	**Title of Document or Description (refer to clauses / schedules of this tender document where applicable)**
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		

Attach additional pages if more space is required.

_____ _____

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

Date

Schedule F.12: Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

_____ _____

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

Date

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

The following information shall be provided with the Tender:

1. F.13A List of artisans that will be allocated for Category A equipment
2. F.13B List of artisans that will be allocated for Category B equipment
3. F.13C Previous experience of Company for Category A equipment
4. F.13D Previous experience of Company for Category B equipment
5. F.13E AIA Service Level Agreement

_____ _____

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

Date

Schedule F.13A: List of artisans that will be allocated for Category A equipment

Name & Surname (Electrician / Fitter / Millwright) / Company	**Period of work MM/YYYY**	**Qualifications**	**Pressure Equipment Comparable Projects**	**Contactable Reference**	**Trade test certificate Y/N** (Certificates must be attached to be responsive)
e.g. John Doe / AA Diving	Jul2001 – Jan2005	Millwright	Inspection and Servicing of pressure equipment	Jane Doe / AA Diving	Yes
e.g. Jack Hill / Fire First	Mar2005 – Dec2007	Fitter	3 Yearly Statutory Inspection, Service & Test of pressure equipment	Jane Doe / Fire First	Yes
e.g. Jill Scot / CA Compressors	Jan2001-Dec2001	Electrician	Ad-Hoc repairs of pressure equipment	Jane Doe / CA Compressors	Yes

Note: If the allocated space in this returnable schedule is inadequate for the tenderer to provide the required information, additional pages may be attached. Such pages shall be clearly marked with the tender number, returnable schedule reference, and shall be deemed to form part of the tender submission.

Schedule F.13B: List of artisans that will be allocated for Category B equipment

Name & Surname (service tech) / Company	**Period of work MM/YYYY**	**BA Compressors Comparable Projects**	**Contactable Reference**	**Trade test certificate Y/N** (Certificates must be attached to be responsive)
e.g. John Doe / AA Diving	Jul2001 – Jan2005	Inspection and Servicing of Bauer BA compressors pressure equipment	Jane Doe / AA Diving	Yes
e.g. John Doe / Fire First	Mar2005 – Dec2007	3 Yearly Statutory Inspection, Service & Test of pressure equipment of Bristol and Poseidon BA compressors	Jane Doe / Fire First	Yes

Note: If the allocated space in this returnable schedule is inadequate for the tenderer to provide the required information, additional pages may be attached. Such pages shall be clearly marked with the tender number, returnable schedule reference, and shall be deemed to form part of the tender submission.

Schedule F.13C: Previous experience of Company for Category A equipment

	Contract/Project Title	Description of completed comparable Project (tick option for each project)			Value of works incl. VAT (R)	Completion date MM/YYYY	Job completion certificate or Final Invoice appended. (Purchase Order for routine project, if applicable) (Y/N)	Project Reference Name, Capacity, Active contact details – Include both cell and email address of current client contact) A reference letter / fully signed completion certificates must be included of the work that was done
		Annual Inspection & Service	3 Yearly Statutory Inspection, Service & Test	Ad-Hoc Work of pressure equipment i.e. Supply & installation, servicing, maintenance, repairs, refurbishing, preparation, inspection and pressure testing of pressure equipment				
e.g.	Annual Inspection & Service and 3 Yearly Statutory Inspection, Service & Test and Ad-hoc repairs of pressure equipment	✓	✓	✓	R5 000 000.00	June 2024	Yes, Job Completion Certificate / Reference letter / Close-out letter	**Name:** Mr J Jacobs PrEng **Capacity:** Principal Agent **Contact Details:** **Cell:** 082 123 4567 **Email:** J.Jacobs@xxx.com
1								**Name:** **Capacity:** **Contact Details** **Cell:** **Email:**

2								**Name:** **Capacity:** **Contact Details** **Cell:** **Email:**
3								**Name:** **Capacity:** **Contact Details** **Cell:** **Email:**
4								**Name:** **Capacity:** **Contact Details** **Cell:** **Email:**
5								**Name:** **Capacity:** **Contact Details** **Cell:** **Email:**

6								**Name:** **Capacity:** **Contact Details** **Cell:** **Email:**
7								**Name:** **Capacity:** **Contact Details** **Cell:** **Email:**
8								**Name:** **Capacity:** **Contact Details** **Cell:** **Email:**
9								**Name:** **Capacity:** **Contact Details** **Cell:** **Email:**

Note: If the allocated space in this returnable schedule is inadequate for the tenderer to provide the required information, additional pages may be attached. Such pages shall be clearly marked with the tender number, returnable schedule reference, and shall be deemed to form part of the tender submission.

Schedule F.13D: Previous experience of Company for Category B equipment

	Contract/Project Title	Description of completed comparable Project (tick option for each project)			Value of works incl. VAT (R)	Completion date MM/YYYY	Job completion certificate or Final Invoice appended. (Purchase Order for routine project, if applicable) (Y/N)	Project Reference Name, Capacity, Active contact details – Include both cell and email address of current client contact) A reference letter / fully signed completion certificates must be included of the work that was done
		Annual Inspection & Service	3 Yearly Statutory Inspection, Service & Test	Ad-Hoc Work of pressure equipment i.e. supply & installation, servicing, maintenance, repairs, refurbishing, preparation, inspection and pressure testing of BA Compressors				
e.g.	Annual Inspection & Service and 3 Yearly Statutory Inspection, Service & Test and Ad-hoc repairs of BA Compressors	✓	✓	✓	R5 000 000.00	June 2024	Yes, Job Completion Certificate / Reference letter / Close-out letter	**Name:** Mr J Jacobs PrEng **Capacity:** Principal Agent **Contact Details:** **Cell:** 082 123 4567 **Email:** J.Jacobs@xxx.com
1								**Name:** **Capacity:** **Contact Details** **Cell:** **Email:**

2								**Name:** **Capacity:** **Contact Details** **Cell:** **Email:**
3								**Name:** **Capacity:** **Contact Details** **Cell:** **Email:**
4								**Name:** **Capacity:** **Contact Details** **Cell:** **Email:**
5								**Name:** **Capacity:** **Contact Details** **Cell:** **Email:**

6								**Name:** **Capacity:** **Contact Details** **Cell:** **Email:**
7								**Name:** **Capacity:** **Contact Details** **Cell:** **Email:**
8								**Name:** **Capacity:** **Contact Details** **Cell:** **Email:**
9								**Name:** **Capacity:** **Contact Details** **Cell:** **Email:**

Note: If the allocated space in this returnable schedule is inadequate for the tenderer to provide the required information, additional pages may be attached. Such pages shall be clearly marked with the tender number, returnable schedule reference, and shall be deemed to form part of the tender submission.

Schedule F.13E: AIA Service level agreement

Name of AIA	SLA in place (Y/N)	AIA contact details

Proof of AIA registration status must be attached with tender submission (SANAS accreditation certificate) as per mandatory clause 2.2.1.1.4 (b)

Schedule F.14: Appeal Application

annexure 'B'

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

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

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

GL DATA CAPTURE RECEIPT
(CASHIERTO RETAIN A COPY)

RECEIPT NO: _____

DATE: _____

SAP GL:

8	1	0	1	0	0

PROFIT CENTRE:

1	3	0	5	0	0	0	1

NAME/COMPANY NAME:

AMOUNT:

						R	3	0	0	-	0	0

SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES: APPEALS UNIT

CONTACT PERSON: CHARLENE CEBEKHULU / MELANIE CLOETE

PHONE NO: 021 400 2503 / 021 400 3788

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

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

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

GL DATA CAPTURE RECEIPT
(CASHIERTO RETAIN A COPY)

RECEIPT NO: _____

DATE: _____

SAP GL:

8	1	0	1	0	0

PROFIT CENTRE:

1	3	0	5	0	0	0	1

NAME/COMPANY NAME:

AMOUNT:

						R	3	0	0	-	0	0

SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES: APPEALS UNIT

CONTACT PERSON: CHARLENE CEBEKHULU / MELANIE CLOETE

PHONE NO: 021 400 2503 / 021 400 3788

Schedule F.15: Categories of Preference

CITY OF CAPE TOWN

DIRECTORATE: Water and Sanitation

CONTRACT NO: 58S/2026/27

FRAMEWORK AGREEMENT FOR THE STATUTORY INSPECTION, TESTING, SERVICING AND REPAIR OF PRESSURE EQUIPMENT FOR THE CITY OF CAPE TOWN

Category A:
- FIXED INSTALLATION Rotary Vane or Screw Type Pressure Equipment types or alike;
- FIXED INSTALLATION Piston Type Pressure Equipment types or alike;
- MOBILE Rotary Vane or Screw Type Pressure Equipment types or alike; and
- MOBILE Piston Type Pressure Equipment types or alike.
- SPECIAL Pressure Equipment types or alike

Category B:
- Breathing Air Compressors and air quality testing;

CATEGORIES OF PREFERENCE

The tenderer is required to clearly indicate, by selecting 'Yes', the category/ies for which they intend to submit a bid. Failure to mark 'Yes' against any category will result in the tenderer being deemed non-responsive for those category/ies not selected.

The tenderer may select one, two, three or all categories. A tenderer will only be considered if he or she has marked "Yes" in the preference column for the respective categories.

Category	Scope	Preference Yes/No
Category A	• FIXED INSTALLATION Rotary Vane or Screw Type Pressure Equipment types or alike; • FIXED INSTALLATION Piston Type Pressure Equipment types or alike; • MOBILE Rotary Vane or Screw Type Pressure Equipment types or alike; and • MOBILE Piston Type Pressure Equipment types or alike. • SPECIAL Pressure Equipment types or alike	
Category B	• Breathing Air Compressors and air quality testing;	

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