


TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 8	Page 1 of 120

<p>TENDER NO: 123S/2022/23</p> <p>TENDER DESCRIPTION: SUPPLEMENTARY TENDER TO TENDER (344S/2020/21) - SERVICING AND REPAIRS OF SMALL PLANT, SUCH AS CONSTRUCTION, LANDSCAPING AND MARINE EQUIPMENT</p> <p>CONTRACT PERIOD: FROM DATE OF COMMENCEMENT UNTIL 31 DECEMBER 2024</p>
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VOLUME 1: TENDERING PROCEDURES

CLOSING DATE: 18 October 2022

CLOSING TIME: 10:00 a.m.

**TENDER BOX
NUMBER:** 121

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

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

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

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

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VOLUME 1: THE TENDER

(1) GENERAL TENDER INFORMATION

TENDER ADVERTISED : 09 September 2022

SITE VISIT/CLARIFICATION MEETING : 10h00 on 16 September 2022
(Not compulsory, but strongly recommended)

VENUE FOR SITE VISIT/CLARIFICATION

A Non - compulsory, but strongly recommended clarification meeting will be held via Skype on 16 September 2022 from 10:00. For link to the meeting contact Peter Powell at 021 444 5345 or contact via email at Peter.Powell@capetown.gov.za

For technical enquiries contact via email Peter Powell at Peter.Powell@capetown.gov.za

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 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 **SUPPLEMENTARY TENDER NO 123S/2022/23 SERVICING AND REPAIRS OF SMALL PLANT, SUCH AS CONSTRUCTION, LANDSCAPING AND MARINE EQUIPMENT** the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.

If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer's responsibility to ensure that the tender is either placed in the original box or as alternatively instructed.

CCT TENDER REPRESENTATIVE

Specification or Technical Support : Peter.Powell@capetown.gov.za

Supply Chain Management Support : SamanthaLee.Mars@capetown.gov.za

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

(2) CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

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

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

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

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

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

2.1.2 Interpretation

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

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

2.1.3 Communication during tender process

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

2.1.4 The CCT's Right to Accept or Reject any Tender Offer

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

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

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

2.1.5 Procurement procedures

2.1.5.1 General

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

The CCT intends to appoint a panel of Service Providers for the allocation of work. If insufficient responsive bids are received, the CCT reserves the right not to appoint any Service Providers.

The successful inclusion in this panel will not result in the immediate allocation of any work to any particular service provider from this tender.

It should be noted that this is a Supplementary tender to the Main Tender (344S/2020/21) . The Main Tender will always be utilised and exhausted before the supplementary tender may be used. In all instances the operational requirements shall take preference.

When external maintenance interventions are required, a panel member will be selected to perform such interventions. In this regard the City of Cape Town will consider the service provider's: -

- a) location from the point of need.
- b) specialist expertise in the required work.
- c) capacity to do such work at the time of need.
- d) Appropriate and accepted lead time agreed upon
- e) Work related to warranty conditions will be allocated to the applicable service providers who hold and service the warranties.

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

Any services, diagnostics and repairs done to small plant must only be conducted upon the issue of a purchase order and in cases of emergency, only upon written confirmation by a City of Cape Town official.

The contract period shall be **from date of commencement until 31 December 2024.**

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 Alternative Bidder

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

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

2.1.6.1 Disputes, Objections, Complaints and Queries

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

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

2.1.6.2 Appeals

- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the City, may appeal against that decision by giving

written notice of the appeal and reasons to the City Manager within 21 days of the date of the notification of the decision.

- b) An appeal must contain the following:
 - i. Must be in writing
 - ii. It must set out the reasons for the appeal
 - iii. It must state in which way the Appellant's rights were affected by the decision;
 - iv. It must state the remedy sought; and
 - v. It must be accompanied with a copy of the notification advising the person of the decision
- c) The relevant City appeal authority must consider the appeal and **may confirm, vary or revoke** the decision that has been appealed, but no such revocation of a decision may detract from any rights that may have accrued as a result of the decision.

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

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

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

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

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

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

Via fax at: 021 400 5963 or 021 400 5830

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

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

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

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

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

Via fax at: 086 202 9982

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

2.1.7 City of Cape Town Supplier Database Registration

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

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

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

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

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

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

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

2.1.9 Protection of Personal Information Act (POPIA)

The City of Cape Town (City) respects the privacy rights of all persons who participate in the City's procurement Procedures. All personal information of the bidder will be processed in accordance to the Protection of Personal Information Act 4 of 2013 (POPIA). Personal information of bidders will only be processed for purposes of tendering procedures and the associated processing operations, or, for any other legitimate purpose relating To City functions.

Personal information of City employees will only be processed for purposes of executing the obligations of the contract and the associated processing operations, or, for any other legitimate purpose relating to City and/or service provider functions.

All matters will be treated as confidential and in connection with the tender. You may 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.

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

2.1.9.1 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;

2.1.9.2 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;

2.1.9.3 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;

2.1.9.4 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-contractors' non-compliance with POPIA and/or the City of Cape Town's failure to obtain the tenderer's consent or to notify the tenderer of the reason for the processing of the tenderer's personal information;

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

2.1.9.6 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

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

2.2 Tenderer's obligations

2.2.1 Eligibility Criteria

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

2.2.1.1.1 Submit A Tender Offer

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

2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

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

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

2.2.1.1.3 Field Service Response Vehicle

The service provider who offers small plant field service work must have at least one fully equipped, roadworthy, adequately sized and properly branded panel van or light delivery vehicle suitable for field service work for the duration of this contract. The vehicle may be owned or leased.

A valid vehicle registration certificate (if owned) or the leasing agreement or letter of intent of such leasing agreement and / or proof of a contract of such field services will be required by the City of Cape Town during the evaluation period of this tender.

The service provider's field service vehicle must be adequately and appropriately equipped.

It is the tenderers responsibility to align field servicing capacity to meet the City of Cape Town's operational demand.

The company branding on the field service vehicles must be non-offensive to the public and must comply with the Code of Advertising Practice as required by the Advertising Standards Authority of South Africa. These vehicles are to be easily identifiable.

Staff manning such field service vehicles are to be provided with neat, presentable overalls (company branded) and to enforce that personal protective equipment is issued and used by the field service staff.

Field service or on-road repairs must be available 24 / 7 / 365 days a year with a get to site response time of within one (1) hour.

2.2.1.1.4 Minimum score for functionality

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

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

Evaluation Criteria	Applicable values/points	Weight
Key Personnel	50	50
Company Experience	50	50
Total		100

The minimum qualifying score for functionality is **60** out of a maximum of **100**.

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

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

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

Key Personnel	Points
a) ≥ 1 Individual, with relevant trade title (occupational certificate) recognised by QCTO, or a recognized SAQA professional body.	50
b) No suitably qualified artisan as per clause 6.3 in the tender specification.	0
Company Experience	Points
a) Relevant company experience > 2 years in similar field	50
b) Relevant company experience 1 to 2 years	30
c) Relevant company experience 1 to 12 months (1 year)	10
d) No relevant company experience	0

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2.2.1.1.4.1 See Technical Specification SP - 1 clause 6.7 for the approved definition of an “artisan”

2.2.2 Cost of tendering

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

2.2.3 Check Documents

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

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

2.2.4 Confidentiality and Copyright of Documents

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

2.2.5 Reference Documents

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

2.2.6 Acknowledge and comply with notices

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

2.2.7 Clarification Meeting

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

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

2.2.8 Seek Clarification

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

2.2.9 Pricing the tender offer

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

2.2.10 Alterations to documents

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

2.2.11 Alternative tender offers

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

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

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

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

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

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

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

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

2.2.12 Submitting a tender offer

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

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

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

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

PART	HEADING
5	Pricing Schedules
6	Supporting Schedules
	All other attachments submitted by bidder

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

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

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

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

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

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

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

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

2.2.13 Information and data to be completed in all respects

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

2.2.14 Closing time

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

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

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

2.2.15 Tender offer validity and withdrawal of tenders

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

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

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

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

b) the CCT shall also have the right to recover such additional expenses or losses by set-off against monies which may be due or become due to the tenderer under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the tenderer or on its behalf for the due fulfilment of this

or any other tender or contract. Pending the ascertainment of the amount of such additional expenses or losses, the CCT shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or loss.

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

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

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

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

2.2.17 Provide other material

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

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

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

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

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

2.2.18 Samples, inspections, tests and analysis

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

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

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

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

2.2.19 Certificates

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

2.2.19.1 Broad-Based Black Economic Empowerment Status Level Documentation

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

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

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

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

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

2.2.19.2 Evidence of tax compliance

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

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

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

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

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

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

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

2.2.21 Claims arising from submission of tender

The tenderer warrants that it has:

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

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

2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

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

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

2.3.2 Issue Notices

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

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

2.3.3 Opening of tender submissions

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

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

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

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

2.3.4 Two-envelope System

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

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

2.3.5 Non-disclosure

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

2.3.6 Grounds for rejection and disqualification

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

2.3.7 Test for responsiveness

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

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

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

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

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

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

2.3.8 Arithmetical errors, omissions and discrepancies

2.3.8.1 Check the responsive tenders for:

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

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

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

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

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

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

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

2.3.9 Clarification of a tender offer

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

2.3.10 Evaluation of tender offers

2.3.10.1 General

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

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

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

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

2.3.10.2 Decimal places

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

2.3.10.3 Scoring of tenders (price and preference)

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

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

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

2.3.10.3.4 Applicable formula:

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

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

Price shall be scored as follows:

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

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

Preference points shall be scored as follows:

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

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

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

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

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

OR, IN RESPECT OF EXEMPTED MICRO ENTERPRISES (EMES):

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

OR, IN RESPECT OF QUALIFYING SMALL ENTERPRISES (QSES):

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

THE TOTAL NUMBER OF ADJUDICATION POINTS (N_T) SHALL BE CALCULATED AS FOLLOWS:

$$N_T = P_s + N_p$$

Where: P_s is the number of points scored for price;
N_p is the number of points scored for preference.

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

2.3.10.5 Risk Analysis

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

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

2.3.12 Acceptance of tender offer

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

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

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

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

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

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

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

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

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

2.3.13 Prepare contract documents

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

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

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


2.3.14 Notice to successful and unsuccessful tenderers

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

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

2.3.15 Provide written reasons for actions taken

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

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 8	Page 23 of 132

TENDER NO: 123S/2022/23

SUPPLEMENTARY TENDER TO TENDER (344S/2020/21) - SERVICING AND REPAIRS OF SMALL PLANT, SUCH AS CONSTRUCTION, LANDSCAPING AND MARINE EQUIPMENT

CONTRACT PERIOD: FROM DATE OF COMMENCEMENT UNTIL 31 DECEMBER 2024

VOLUME 2: RETURNABLE DOCUMENTS

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

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

VOLUME 2: RETURNABLE DOCUMENTS

(3) DETAILS OF TENDERER

1.1 Type of Entity (Please tick one box)

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

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

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

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

(4) FORM OF OFFER AND ACCEPTANCE

TENDER INSERT TENDER NUMBER

SERVICING AND REPAIRS OF SMALL PLANT, SUCH AS CONSTRUCTION, LANDSCAPING
AND MARINE EQUIPMENT

OFFER: (TO BE FILLED IN BY TENDERER):

Required Details (Please provide applicable details in full):

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

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

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

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

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

Signature(s)

Print name(s):

On behalf of the tenderer (duly authorised)

Date

INITIALS OF CITY OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 123S/2022/23)

SUPPLEMENTARY TENDER TO TENDER (344S/2020/21) - SERVICING AND REPAIRS OF SMALL PLANT, SUCH AS CONSTRUCTION, LANDSCAPING AND MARINE EQUIPMENT

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

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

The terms of the contract are contained in:

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

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

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

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

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

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

FORM OF OFFER AND ACCEPTANCE (continued)

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

Schedule of Deviations

Notes:

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

1 Subject

Details

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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 returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the CCT during this process of offer and acceptance.

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

(5) PRICE SCHEDULE

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

Pricing Instructions:

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

INITIALS OF		CITY
OFFICIALS		
1	2	3

- 5.10 The provision of in-house (stock item retail) as per clause 5.9.11 of the specification will attract a zero (0%) handling fee, tenderers are to note this does not affect the trade discount they enjoy from their suppliers.
- 5.11 Regarding the Field Service (optional offer), the call-out fee must be charged as a fixed value which includes all the costs to get to the specified location thereafter the hourly labour rate may be charged which is all inclusive of normal working hour costs, overtime hours, public holidays etc.
- 5.12 Please complete Table 1 and Table 2 below and submit the applicable rate.

TABLE 1 - PRICING SCHEDULE

SMALL PLANT	HOURLY LABOUR RATE (EXCL VAT)	FIELD SERVICE CALL OUT FEE (EXCL VAT)
1. GENERAL EQUIPMENT		
1.1 Area Cleaning Industrial Ride On Sweeper		
1.2 Blast Cleaning Blaster Dry Ice Sand Blasting Pots		
1.3 Equipment Transport Trailers Fuel Trailer		
1.4 General Engineering Small Plant Pumps (Oil / Water) Submersible Water Pumps Welders Mobile Trash Compactor Portable Water Cannons		
1.5 High Pressure Cleaning High Pressure Cleaners		
1.6 Portable Power Units Power Packs Light Towers, Mobile Compressor Mobile Generator		
1.7 Sewer Cleaning Bucket Machines Jet Machines		
1.8 Portable Offices / Accommodation Caravans Command Units Mobile clinics (trailers)		
2. STATIC GENERATORS (PRIME MOVER ONLY)		
2.1 < 800 kVA		
2.2 > 800 kVA		
3. PORTABLE GENERATORS 1 to 15 kVA		
4.CONSTRUCTION EQUIPMENT		
4.1 Rock / Concrete Breakers Breakers Concrete Saws Jack Hammers Paving Breakers Rock Drills		
4.2 Compaction Compactor Rollers Plate Compactors		
4.3 Concrete Mixers		
4.4 Driver Pile		
4.5 Rammers Power, Vibrating		
4.6 Road surfacing Line markers, Spray / Markers, Sprayer tar		
4.7 Trench Diggers		

SMALL PLANT	HOURLY LABOUR RATE (EXCL VAT)	FIELD SERVICE CALL OUT FEE (EXCL VAT)
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5. LANDSCAPING EQUIPMENT

5.1 Blowers Backpack, Grass, Leaf, Leaf collectors, Lime, Mist, Mower, Mulcher / Vacuum		
5.2 Cutters Branch, Brush, Grass		
5.3 Chainsaws		
5.4 Digger Auger drills		
5.5 Chip Spreaders / Sweepers		
5.6 Grass Cutting Ride on Mowers, Slasher, Mulcher, Weed eaters, Sod cutters		
5.7 Lawn Scarifiers, Rotovator, Aerator Tractor attachment, Sprayer Weed Killer, Spreader fertilizer, Sprinklers		
5.8 Mowers Ride on Mowers, Slasher		
5.9 Tree / Branch tools Pole pruners (Petrol / Hydraulic) Stump cutters Wood chippers Chip spreader / sweepers		
5.10 Ploughs		

6. MARINE PLANT

6.1 Jet Skis		
6.2 Boats		

7. BIKES

7.1 Golf Carts		
7.2 Motor Cycles, 4 wheeler		

8. SPARES (Relating to all items on pricing schedule)

8.1 General spares Retail (Stock Items)	0%
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TABLE 2 - OUTSOURCED MARK UP % (Relating to all items on pricing schedule)

BUY-OUTS AND / OR HANDLING FEE %	TENDERERS OFFER
(Maximum 8% allowed)%

INITIALS OF CITY OFFICIALS		
1	2	3

(6) SUPPORTING SCHEDULES

Schedule 1: Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums

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

1. We, the undersigned, are submitting this tender offer as a partnership/ joint venture/ consortium and hereby authorize Mr/Ms _____, of the authorised entity _____, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/ consortium's behalf.
2. By signing this schedule, the partners to the partnership/joint venture/ consortium:
 - 2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/ consortium;
 - 2.2 agree that the CCT shall make all payments in terms of this Contract into the following bank account of the Lead Partner:

Account Holder: _____

Financial Institution: _____

Branch Code: _____

Account No.: _____
 - 2.3 agree that in the event that there is a change in the partnership/ joint venture/ consortium and/or should a dispute arise between the partnership/joint venture/ consortium partners, that the CCT shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the CCT is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the CCT of the details of the new bank account into which it is required to make payment.
 - 2.4 agree that they shall be jointly and severally liable to the CCT for the due and proper fulfilment by the successful tenderer/supplier of its obligations in terms of the Contract as well as any damages suffered by the CCT as a result of breach by the successful tenderer/supplier. The partnership/joint venture/ consortium partners hereby renounce the benefits of excussion and division.

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

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

Schedule 2: Declaration for Procurement above R10 million

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

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

YES		NO	
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- 1.1 If YES, submit audited annual financial statements:

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

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

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

YES		NO	
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- 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	
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3.1 If YES, insert particulars in the table below including particulars of any material non-compliance or dispute concerning the execution of such contract. Alternatively attach the particulars to **List of other documents attached by tenderer** schedule in the same format as the table below:

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

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

YES		NO	
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4.1 If YES, furnish particulars below

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

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

Date

Schedule 3: Preference Schedule

1 DEFINITIONS

The following definitions shall apply to this schedule:

All applicable taxes: Includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

Applicable Code: Shall be either the Amended Codes of Good Practise (published on 11 October 2013) or Sector Specific Codes as indicated in the tender conditions

B-BBEE: Broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.

B-BBEE status level of contributor: The B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act

Bid (Tender): A written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals.

Black Designated Groups: The meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003, (Act 53 of 2003).

Black People: The meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act.

Broad-Based Black Economic Empowerment Act: The Broad-Based Black Economic Empowerment Act, Act 53 of 2003.

Consortium or Joint Venture: 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.

Contract The agreement that results from the acceptance of a bid by an organ of state.

Co-operative: A co-operative registered in terms of section 7 of the Co-operatives Act, 2005 (Act no. 14 of 2005).

Designated Group: Black designated groups, black people, women, people with disabilities or small enterprises as defined in section 1 of the National Small Enterprises Act, 1996 (act no. 102 of 1996)

Designated Sector: A sector, sub-sector or industry or product that has been designated in terms of any relevant regulation of the Preferential Procurement Regulations, 2017.

Exempted Micro Enterprise (EME): An exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act

Firm Price: The price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.

Functionality: The ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

Military Veteran: The meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011).

National Treasury: The meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 18 of 1999).

Non-firm prices: All prices other than "firm" prices.

Person: Includes a juristic person.

People with disabilities: The meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No. 55 of 1998).

Price: Includes all applicable taxes less unconditional discounts.

Proof of B-BBEE status level of contributor: The B-BBEE status level certificate issued by an authorised body or person, a sworn affidavit as prescribed by the B-BBEE Codes of good Practice or any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.

Qualifying Small Enterprise (QSE): A qualifying small enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

Rand Value: means the total estimated value of a contract in Rand, calculated at the time of bid invitations.

Rural Area: A sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area or an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have a traditional land tenure system.

Stipulated Minimum Threshold: The minimum threshold stipulated in terms of any relevant regulation of the Preferential Procurement Regulations, 2017.

Sub-contract: The primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.

The Act: The Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000).

Total Revenue: Bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007.

Township: An urban living area that at any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994.

Treasury: The meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 18 of 1999).

Trust: The arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

Trustee: Any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

Youth: The meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008).

2 CONDITIONS ASSOCIATED WITH THE GRANTING OF PREFERENCES

A supplier that is granted a preference undertakes to:

- 1) accept that the number of preference points allocated will be based on the B-BBEE status level of contributor of the supplier as at the closing date for submission of tender offers;
- 2) not sub-contract more than 25% of the value of the contract to sub-contractors that do not have an equal or higher B-BBEE status level of contributor than the supplier, unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works or unless otherwise declared in terms of Section 5 below;
- 3) accept that a contract may not be awarded if the price offered is not market related;
- 4) accept the sanctions set out in Section 3 below should Condition 2(2) be breached, or should the tenderer have submitted any false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of this bid that will affect, or has affected the bid evaluation;
- 5) accept that, in order to qualify for preference points, it is the responsibility of the supplier to submit documentary proof of its BBBEE level of contribution in accordance with the Codes of Good Practise, 2013, to the CCT at the Supplier Management Unit located within the Tender Distribution Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5);
- 6) accept that, further to 5) above, Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2017. Note that, in the case of unincorporated entities, a verified scorecard in the name of the consortium/Joint Venture must be submitted with the quotation (attached to this schedule);
- 7) accept that if it is found that, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) above was based, and the impact of which is that the Joint Venture would not have been awarded the contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, then a financial penalty shall be applied (in addition to any other remedies that the CCT may have) in accordance with Section 3 below;
- 8) accept that the CCT will verify the B-BBEE level of contributor of the supplier as at the closing date for submission of tender offers, to determine the number of preference points to be awarded to the supplier. In the case of Consortiums/Joint Ventures which tender as unincorporated entities, a verified scorecard

submitted with the tender and valid as at the closing date will be used to determine the number of preference points to be awarded to the supplier;

- 9) accept that, notwithstanding 8) above, a supplier will **not** be awarded points for B-BBEE status level of contributor if he indicates in his tender that he intends sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that the supplier qualifies for unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works;
- 10) accept that any subcontracting arrangements after the award of the tender may only be entered into upon the prior approval of the City of Cape Town; and
- 11) immediately inform the City of Cape Town of any change that may affect the tenderer's B-BBEE level of contribution upon which preference points will be or have been allocated.

3 SANCTIONS RELATING TO BREACHES OF PREFERENCE CONDITIONS

The sanctions for breaching the conditions associated with the granting of preferences are:

- 1) disqualify the supplier from the tender process;
- 2) recover costs, losses or damages the CCT has incurred or suffered as a result of the supplier's or contractor's conduct;
- 3) cancel the contract in whole or in part and claim any damages which the CCT has suffered as a result of having to make less favourable arrangements due to such cancellation;
- 4) restrict the supplier, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from the CCT for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied and inform the National Treasury accordingly;
- 5) forward the matter for criminal prosecution; and/or
- 6) financial penalties payable to the CCT, as set out below.

FINANCIAL PENALTY FOR BREACH OF CONDITION 2 IN SECTION 2 ABOVE:

The penalty to be applied for sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the preference points that the supplier qualified for (unless so declared or proven to be beyond the control of the supplier, or the sub-contractors are EMEs that have the capability and ability to execute the sub-contract works) shall be as provided for in the following formula:

$$\text{Penalty} = 0.5 \times E(\%) \times P^*$$

where:

E = The value of work (excluding VAT) executed by sub-contractors that do not qualify for at least the preference points that the supplier qualified for, expressed as a percentage of P*, less 25%

P* = Value of the contract

FINANCIAL PENALTY FOR BREACH IN TERMS OF CONDITION 6 IN SECTION 2 ABOVE:

The penalty to be applied where, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) in Section 2 above was based, and the impact of which is that the Joint Venture would not have been awarded that contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, shall be as provided for in the following formula:

$$\text{Penalty} = 5/100 \times (B-BBEE^a - B-BBEE^t) \times P^*$$

where:

B-BBEE^a = The B-BBEE level of contribution that is achieved, determined in accordance with the actual participation of the Joint Venture partners in the performance of the contract

B-BBEE^t = The B-BBEE level of contribution that was used to determine the number of preference points granted to the Joint Venture at the time of tender evaluation

P* = Value of the contract

FINANCIAL PENALTY FOR BREACH IN TERMS OF CONDITION 10 IN SECTION 2 ABOVE:

The penalty to be applied where the supplier fails to disclose subcontracting arrangement after the award of the tender is up to a maximum of 10% of the value of the contract.

4 LEVEL OF CONTRIBUTION IN RESPECT OF ENTERPRISE STATUS OR STRUCTURE OF THE TENDERING ENTITY (THE SUPPLIER)

In the interest of transparency, suppliers are required to complete Table 1: Level of Contribution below.

Table 1: Level of Contribution

Type of B-BBEE Contributor	Status (tick box(es) below as applicable)
Exempted Micro Enterprise (EME), 100% black-owned	<input type="checkbox"/>
Exempted Micro Enterprise (EME), at least 51% but less than 100% black-owned	<input type="checkbox"/>
Exempted Micro Enterprise (EME), less than 51% black-owned	<input type="checkbox"/>
Qualifying Small Enterprise (QSE), 100% black-owned	<input type="checkbox"/>
Qualifying Small Enterprise (QSE), at least 51% but less than 100% black-owned	<input type="checkbox"/>
Qualifying Small Enterprise (QSE), less than 51% black-owned	<input type="checkbox"/>
Verified B-BBEE contributor B-BBEE Status Level of Contributor ¹	<input type="checkbox"/>
Non-compliant contributor	<input type="checkbox"/>

¹ If it is indicated that the company/firm/entity is a verified B-BBEE contributor, then the verified status level of contributor must be inserted in the box provided (insert a number from 1 to 8 as applicable)

5 DECLARATIONS

1) With reference to Condition 8 in Section 2 above, the supplier declares that:

I/we hereby forfeit my preference points because I /we DO intend sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that I/we as supplier qualify for or are not exempted micro enterprises that have the capability and ability to execute the sub-contract works

☐

NOTE:

Suppliers who do not tick this box will be allocated preference points but the sanctions relating to breaches of preference conditions in Section 3 will be applicable if the supplier contravenes the conditions in Section 2.

2) The undersigned, who warrants that he/she is duly authorised to do so on behalf of the supplier, hereby certifies that the preference claimed based on the B-BBEE status level of contribution indicated in Table 1, qualifies the supplier, subject to condition 8 in Section 2 above, for such preference claimed, and acknowledges that:

- (i) the information furnished is true and correct;
- (ii) the preference claimed is in accordance with the conditions of this schedule;
- (iii) the supplier may be required to furnish documentary proof to the satisfaction of the CCT that the BBBEE level of contributor as at the closing date is correct; and
- iv) he/she understands the conditions under which preferences are granted, and confirms that the supplier will satisfy the conditions pertaining to the granting of preferences.

Signature

Date

Name (PRINT)
(For and on behalf of the Supplier (duly authorised))

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

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

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

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

3.13.1 If yes, furnish particulars

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

3.14.1 If yes, furnish particulars

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

3.15.1 If yes, furnish particulars

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

3.16.1 If yes, furnish particulars

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

Full Name	Identity Number	State Employee Number

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

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

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

Date

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

(a) a member of –

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

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

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

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

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

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

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

Schedule 5: Conflict of Interest Declaration

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

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

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

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

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

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

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

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

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

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

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

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

Date

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

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

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

Item	Question	Yes	No
2.1	<p>Is the tenderer or any of its directors/members listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.1.1	If so, furnish particulars:		
2.2	<p>Is the tenderer or any of its directors/members listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or Database of Restricted Suppliers?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.2.1	If so, furnish particulars:		
2.3	<p>Was the tenderer or any of its directors/members convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.3.1	If so, furnish particulars:		

Item	Question	Yes	No
2.4	Does the tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.4.1	If so, furnish particulars:		
2.5	Was any contract between the tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.7.1	If so, furnish particulars:		

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

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

 Date

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

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: _____
(Name of tenderer)

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

The tenderer:

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

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

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

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

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

Date

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

8 PRICING INSTRUCTIONS:

- 8.1 The Contract Price Adjustment mechanism and/or provisions relating to Rate of Exchange Variation, contained in this schedule is compulsory and binding on all tenderers.
- 8.2 Failure to complete this schedule or any part thereof may result in the tender offer being declared non-responsive.
- 8.3 Service Providers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule, failing which the tender offer shall be declared non-responsive.
- 8.4 Service Providers are not permitted to offer firm prices except as provided for in the Price Schedule, and if the tenderer offers firm prices in contravention of this clause the tender offer shall be declared non-responsive.
- 8.5 The annual cost price adjustment shall be based on the South African Consumer Price Index (CPI) for all Prices submitted in the Pricing Table as per the Pricing Instructions.

8.6 CALCULATION OF ADJUSTMENT

PRICE SUBMITTED AS PER THE PRICING TABLE

$$P_{\text{New}} = P_{\text{base}} * \text{CPI}_2 / \text{CPI}_1$$

Where P_{new} = Adjusted Rate

P_{base} = Base line Price

CPI_1 = Consumer Price Index (CPI) at commencement of period under review

CPI_2 = Consumer Price Index (CPI) at year end of period under review

8.7 CLAIMS

1st Year: 12 months from date of commencement of contract
Firm – No request for price increases shall be entertained.

2nd Year: Subject to the Consumer Price Index

The base month for the price adjustment shall be the month of commencement of the 1st year and the end date shall be the 12th month of the 1st year.

3rd Year: Subject to the Consumer Price Index

The base month for the price adjustment shall be the month of commencement of the 2nd year and the end date shall be the 12th month of the 2nd year.

8.8 THE SERVICE PROVIDERS SHALL NOTE OF THE FOLLOWING:

- 8.8.1 Service Providers shall make the application for contract price adjustment prior to the date upon which the price adjustment would become effective.
- 8.8.2 The effective date of any price increases granted will be the date on which the abovementioned documentation is submitted or, by agreement between the Service Provider and the CCT, a subsequent date on which the price increase will be effective.

In instances where the Service Providers price claimed is less than entitled, the lesser price will be accepted.

- 8.8.3 Orders placed prior to the effective date of any price increase shall be placed at the previously agreed price, not the claimed adjusted price.
- 8.8.4 All purchase orders issued subsequent to the effective date of the contract price adjustment will be generated at the approved adjusted contract price.
- 8.8.5 The City of Cape Town will consider the proposed contract price adjustment and based on the documentary evidence, the City of Cape Town may approve the adjustment.
- 8.8.6 A letter authorising the price adjustment will be issued to the Service Provider.

8.9 PRICE VARIATION CLAIMS

- 8.9.1 All requests for variation in the contract price submitted to Technical.Enquiries@capetown.gov.za and copied to : CPA.Request@capetown.gov.za along with the supporting documents.
- 8.9.2 When submitting a claim for contract price adjustment the Service Provider shall indicate the actual amount claimed for each item.
- 8.9.3 A mere notification of a claim for contract price adjustment without stating the new price claimed for each item, shall not be regarded as a valid claim.

Schedule 9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender Tender NoSERVICING AND REPAIRS OF SMALL PLANT, SUCH AS CONSTRUCTION, LANDSCAPING AND MARINE EQUIPMENT in response to the tender invitation made by THE CITY OF CAPE TOWN, do hereby make the following statements, which I certify to be true and complete in every respect:

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

That:

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

Name (PRINT)

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

Signature _____

Date _____

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

Schedule 13: List of other documents attached by tenderer

The tenderer has attached to this schedule, the following additional documentation:		
	Date of Document	Title of Document or Description (refer to clauses / schedules of this tender document where applicable)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		

Attach additional pages if more space is required.

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

Date

Schedule 14: Record of Addenda to Tender Documents

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

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

Schedule 15: Information to be provided with the Tender

The following documents are to be included in the tender document or provided upon written request. Tenderers are to read the tender specification carefully and particularly along with the technical specification clauses mentioned in the "Location" column in the table below.

Location	Document	Submitted Y/N
6.3	Letter of appointment of relevant trade title.	
6.8	Staff qualification certificates.	
7.5	Business zoning certificate.	
8.3	Bargaining Council registration certificate Letter of good standing.	
	Health and Safety Schedule	
15.6	Vehicle registration certificates / leasing agreement for Field Service vehicles.	

ADDENDUMS TO BE COMPLETED

Location	Document	
3.3	Addendum SP - A Select small plant.	
14.1 (b)	Addendum SP - B Premises and Facilities	
14.3	Addendum SP - C Workshop Equipment	
5.3	Addendum SP - D Statement of Skills and Experience	
6.8	Addendum SP - E Staff Details And Competencies.	
15.2	Addendum SP - F Field Service Vehicles	
11.3	Addendum SP - H Waste removal companies	

(13) ADDENDUM SP - A SMALL PLANT LIST**NOTE FOR SERVICE PROVIDERS**

The service providers are to note that the small plant listed below is **not** intended to be a comprehensive picking list. Small plant coming out of warranty and new plant acquisitions with similar engineering mechanism as those listed will be added periodically.

The appropriate service providers must indicate their readiness in the relevant small plant assets listed below by ticking alongside the relevant items.

SMALL PLANT - PAGE 1	ABILITY TO CARRY OUT REPAIRS (Y/N)
1. GENERAL EQUIPMENT	
1.1 Area Cleaning Industrial Ride On Sweeper	
1.2 Blast Cleaning Blaster Dry Ice Sand Blasting Pots	
1.3 Equipment Transport Trailers Fuel Trailer	
1.4 General Engineering Small Plant Pumps (Oil / Water) Submersible Water Pumps Welders Mobile Trash Compactor Portable Water Cannons	
1.5 High Pressure Cleaning High Pressure Cleaners	
1.6 Portable Power Units Power Packs Light Towers, Mobile Compressor Mobile Generator	
1.7 Sewer Cleaning Bucket Machines Jet Machines	
1.8 Portable Offices / Accommodation Caravans Command Units Mobile clinics (trailers)	
1. STATIC GENERATORS (PRIME MOVER ONLY)	
2.1 < 800 kVA	
2.2 > 800 kVA	
2. PORTABLE GENERATORS 1 to 15 kVA	
3. CONSTRUCTION EQUIPMENT	
4.1 Rock / Concrete Breakers Breakers Concrete Saws Jack Hammers Paving Breakers Rock Drills	

SMALL PLANT - PAGE 2	ABILITY TO CARRY OUT REPAIRS (Y/N)
4.2 Compaction Compactor Rollers Plate Compactors	
4.3 Concrete Mixers	
4.4 Driver Pile	
4.5 Rammers Power, Vibrating	
4.6 Road surfacing Line markers, Spray / Markers, Sprayer tar	
4.7 Trench Diggers	
4. LANDSCAPING EQUIPMENT	
5.1 Blowers Backpack, Grass, Leaf, Leaf collectors, Lime, Mist, Mower, Mulcher / Vacuum	
5.2 Cutters Branch, Brush, Grass	
5.3 Chainsaws	
5.4 Digger Auger drills	
5.5 Chip Spreaders / Sweepers	
5.6 Grass Cutting Ride on Mowers, Slasher, Mulcher, Weed eaters, Sod cutters	
5.7 Lawn Scarifiers, Rotovator, Aerator Tractor attachment, Sprayer Weed Killer, Spreader fertilizer, Sprinklers	
5.8 Mowers Ride on Mowers, Slasher	
5.9 Tree / Branch tools Pole pruners (Petrol / Hydraulic) Stump cutters Wood chippers Chip spreader / sweepers	
5.10 Ploughs	
5. MARINE PLANT	
6.1 Jet Skis	
6.2 Boats	
6. BIKES	
7.1 Golf Carts	
7.2 Motor Cycles, 4 wheeler	

(13) ADDENDUM SP - B PREMISES AND FACILITIES

COMPANY NAME				
HEAD OFFICE ADDRESS				
WORKSHOP ADDRESS				
GPS CO ORDINATES	LONGITUDE		LATITUDE	

The following list is NOT to be construed as a complete list but merely an indication of resources typically used in the maintenance of small plant and equipment. Items not relevant to the services being offered may be ticked as N/A

CLAUSE 37 OF THE SPECIAL CONDITIONS OF CONTRACT

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

ITEM	TICK Y or N/A	COMMENTS FOR CLARITY
THE WORKSHOP		<u>Enter workshop floor area</u> m ²
Fully enclosed workshop		
Concrete floor suitable for scope of work		
Maintenance spares store		
General repairs, welding, cutting area		
Machine shop section		
Spray area / booth for anti-corrosive treatment		
Hydraulic / Pneumatic motor repair area		
Oil store		
Tool store		
FACILITIES Rest room / Staff / Client toilets		
HEALTH AND SAFETY Personal Protective Equipment Store		
Safety signage		
First Aid Kit		
IN HOUSE MACHINERY Drill press, Bench Grinders		
Arc, CO2 and TIG welders		
Hydraulic test bench		
Overhead cranes, jib cranes		
TOOLS Tool box / cabinets with essential trade tools		
SECURITY Security system in place		
ENVIRONMENTAL Waste Oil Bin		
Effluent to storm water prevented		
Effluent to sewer via working oil traps		
Oil spillage containment procedures – spill kits		
Management of hazariderous waste		
FIRE PROTECTION Fire Extinguishers		

(13) ADDENDUM SP - C WORKSHOP EQUIPMENT

SERVICE PROVIDERS TO NOTE: The tenderers will be expected to have the engineering standards, specifications, documents, tools and diagnostic tools available for each City of Cape Town asset item tendered for. This is NOT to be construed as a complete list but merely an <u>indication</u> of resources typically used in the maintenance of small plant.	
WORKSHOP EQUIPMENT	✓ IF AVAILABLE
ARTISAN WORK AREA Trade Specific Tool Box, General Hand Tools, Torqueing Tools, Pneumatic Tools, Electric Power Tools, Greasing And Lubrication Equipment, Drip Trays, Oil Collection Trolleys	
OPERATOR AND MAINTENANCE MANUALS Safety, Product Information, Product Operation, Product Maintenance - Service Schedules, Electronic Trouble Shooting, Electronic Service Tools, Diagnostic Codes, Programming Parameters, Mechanical Troubleshooting Methods, Diagnostic Functional Tests, Calibration Procedures etc.	
TOOL STORE Micrometres, Dial Indicator Plunger Type, Multi-Meters, Pressure Gauges Various I.E. Oil / Air Pressure, Stud Extractors, Tap & Die Set, Impact Wrenches 13mm – 32mm, Torque Wrenches 60Nm – 700 Nm, Torx Head Socket Set, Hydraulic and Mechanical Pullers and Rams, Lifting, Blocking and Clamping Equipment, Surface Reconditioning Products, Metal Cutting Products and Thread Inserts, Welding (Electric and Gas) Equipment and Products Air Compressors, Lighting And Electrical Products	
ELECTRICAL TOOLS: AC Probes, Ammeters, Battery Analysers, Continuity Testing, Insulation Tester, Digital, Test Leads, etc.	
BATTERY BAY Battery Service Equipment, Chargers Etc.	
OIL STORE Chemicals And Lubricants, Paint Products Etc.	
PARTS CLEANING AREA Parts Washer, Waste Solvent Draining Tank	
WASTE OILS Waste Oil Bin	
GENERAL LIFTING EQUIPMENT Overhead Gantry, Appropriate Lifting Equipment, Jib Hoists etc.	
SMALL PLANT / ENGINE WASHING High Pressure Washer, Wash Bay And Oil Traps	

(13) ADDENDUM SP - D STATEMENT OF SKILLS AND EXPERIENCE

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

(13) ADDENDUM SP - E STAFF DETAILS AND COMPETENCY AREAS**PAGE 1**

NAME AND SURNAME	TECHNICAL QUALIFICATION	PRODUCT COURSES ATTENDED	MAIN COMPETENCY AREA	EXP (YEARS)

(13) ADDENDUM SP - E STAFF DETAILS AND COMPETENCY AREAS

NAME AND SURNAME	TECHNICAL QUALIFICATION	PRODUCT COURSES ATTENDED	MAIN COMPETENCY AREA	EXP (YEARS)

(13) ADDENDUM SP - F FIELD SERVICE VEHICLES (As Applicable)

The service provider, if offering, is to have at least one registered field maintenance vehicle for 24/7 breakdown services. Such vehicles may be owned or leased from a reputable business entity or such service can be contracted out. **This section may be marked as N/A if not applicable.**

VEHICLE MAKE / MODEL	OWNED / LEASED / CONTRACTED OUT/ PURCHASING	REG NUMBER

SUMMARY OF SERVICE VAN TOOLS AND EQUIPMENT

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

ITEM	TICK	ADDITIONAL COMMENTS
GENERAL SERVICE VAN EQUIPMENT		
Auxiliary power (Inverter or generator) for tools and lighting.		
Communication equipment, vehicle tracking system.		
Internal van lighting / External flood lighting.		
Extension power cables.		
Tool chests		
Small welding plant		
Air compressor and accessories.		
Measuring instruments and check gauges.		
Spill proof waste containers.		
Jacks, shop stand, lifting hooks.		
PPE and safety equipment.		
Fire extinguisher, first aid kit.		
A spill kit		

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(13) ADDENDUM SP - H SMALL PLANT WASTE REMOVAL COMPANIES

WASTE REMOVAL COMPANY	ADDRESS	PHONE	WASTE REMOVED

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 8	Page 59 of 132

TENDER NO: 123S/2022/23

TENDER DESCRIPTION: SUPPLEMENTARY TENDER TO (344S/2020/21): SERVICING AND REPAIRS OF SMALL PLANT, SUCH AS CONSTRUCTION, LANDSCAPING AND MARINE EQUIPMENT

CONTRACT PERIOD: FROM COMMENCEMENT DATE OF CONTRACT TO 31 DECEMBER 2024

VOLUME 3: DRAFT CONTRACT

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

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

VOLUME 3: DRAFT CONTRACT
(7) SPECIAL CONDITIONS OF CONTRACT

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

1. DEFINITIONS

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

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

Add the following after Clause 1.25:

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

3. GENERAL OBLIGATIONS

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

- 3.2 The parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.
- 3.3 All parties in a joint venture or consortium shall be jointly and severally liable to the purchaser in terms of this contract and shall carry individually the minimum levels of insurance stated in the contract, if any.
- 3.4 The parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the delivery of the goods and give all notices and pay all charges required by such authorities.
- 3.4.1 The parties agree that this contract shall also be subject to the CCT's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, **save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract.** Please refer to this document contained on the CCT's website.

- 3.4.2 Abuse of the supply chain management system is not permitted and may result in cancellation of the contract, restriction of the supplier, and/or the exercise by the City of any other remedies available to it as described in the SCM Policy.
- 3.5 The **supplier** shall:
- 3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the order:
- a) Proof of Insurance (Refer to Clause 11) or Insurance Broker's Warrantee
 - b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11)
 - c) Initial delivery programme
 - d) Other requirements as detailed in the tender documents
- 3.5.2 Only when notified of the acceptance of the bid by the issuing of the order, the supplier shall commence with and carry out the delivery of the goods in accordance with the contract, to the satisfaction, of the purchaser
- 3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the goods including any temporary services that may be required
- 3.5.4 Insure his workmen and employees against death or injury arising out of the delivery of the goods
- 3.5.5 Be continuously represented during the delivery of the goods by a competent representative duly authorised to execute instructions;
- 3.5.6 In the event of a loss resulting in a claim against the insurance policies stated in clause 11, pay the first amount (excess) as required by the insurance policy
- 3.5.7 Comply with all written instructions from the purchaser subject to clause 18
- 3.5.8 Complete and deliver the goods within the period stated in clause 10, or any extensions thereof in terms of clause 21
- 3.5.9 Make good at his own expense all incomplete and defective goods during the warranty period
- 3.5.10 Pay to the purchaser any penalty for delay as due on demand by the purchaser. The supplier hereby consents to such amounts being deducted from any payment to the supplier.
- 3.5.11 Comply with the provisions of the OHAS Act & all relevant regulations.
- 3.5.12 Comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements.
- 3.5.13 Deliver the goods in accordance with the contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.
- 3.6 The **purchaser** shall:
- 3.6.1 Issue orders for the goods required under this Contract. No liability for payment will ensue for any work done if an official purchase order has not been issued to the supplier.
- 3.6.2 Make payment to the **supplier** for the goods as set out herein.
- 3.6.3 Take possession of the goods upon delivery by the supplier.
- 3.6.4 Regularly inspect the goods to establish that it is being delivered in compliance with the contract.
- 3.6.5 Give any instructions and/or explanations and/or variations to the supplier including any relevant advice to assist the supplier to understand the contract documents.
- 3.6.6 Grant or refuse any extension of time requested by the supplier to the period stated in clause 10.

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

5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION, COPYRIGHT, CONFIDENTIALITY, ETC.

Add the following after clause 5.4:

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

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

5.6 Publicity and publication

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

5.7 Confidentiality

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

5.8 Intellectual Property

- 5.8.1 The supplier acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Employer.
- 5.8.2 The supplier hereby assigns to the Employer, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the contract, unless the Parties expressly agree otherwise in writing.
- 5.8.3 The supplier shall, and warrants that it shall:
- 5.8.3.1 not be entitled to use the Employer's Intellectual Property for any purpose other than as contemplated in this contract;
- 5.8.3.2 not modify, add to, change or alter the Employer's Intellectual Property, or any information or data related thereto, nor may the supplier produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Employer;
- 5.8.3.3 not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Employer;
- 5.8.3.4 comply with all reasonable directions or instructions given to it by the Employer in relation to the form and manner of use of the Employer Intellectual Property, including without limitation, any brand guidelines which the Employer may provide to the supplier from time to time;
- 5.8.3.5 procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 5.8.3.1 to 5.8.3.3 above; unless the Employer expressly agrees thereto in writing after obtaining due internal authority.

- 5.8.4 The supplier represents and warrants to the Employer that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Employer from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the supplier of any third party's Intellectual Property rights.
- 5.8.5 In the event that the contract is cancelled, terminated, ended or is declared void, any and all of the Employer's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Employer by the supplier and no copies thereof shall be retained by the supplier unless the Employer expressly and in writing, after obtaining due internal authority, agrees otherwise.

7. PERFORMANCE SECURITY

NOT APPLICABLE. Tenderers must disregard **Form of Guarantee / Performance Security** and are not required to complete same.

8. INSPECTIONS, TESTS AND ANALYSES

Delete Clause 8.2 and substitute with the following:

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

10. DELIVERY AND DOCUMENTS

Delete clauses 10.1 and 10.2 and replace with the following:

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

11. INSURANCE

Add the following after clause 11.1:

- 11.2 Without limiting the obligations of the supplier in terms of this contract, the supplier shall effect and maintain the following additional insurances:
- a) Public liability insurances, in the name of the supplier, covering the supplier and the purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than R20 million for any single claim;
 - b) Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;
 - c) Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the bidder's broker or the insurance company itself (see **Proof of Insurance / Insurance Broker's Warranty** section in document for a pro forma version).

- d) Product Liability - necessary cover for losses if the Vendor is designing, manufacturing or fitting a particular / specific / custom component on any of the City's small plant as part of the maintenance process.
 - e) Defective Workmanship - necessary cover for completion of rework as well as damage to the City's property which results from the defective workmanship / components.
 - f) Accidental Damage - necessary cover for accidental damage to City of Cape Town assets whilst on the premises of the Vendor; Loss of or damage to small plant and equipment whilst on the Insured Property including liability to a third party.
 - g) Accidental Damage - necessary cover for accidental damage to City of Cape Town small plant and equipment in possession of the vendor but in transit away from the premises of the Vendor. Loss of or damage to small plant and equipment (not owned by the Insured) whilst in the course of a journey including liability to a third party.
 - h) As a general guideline it is expected that the successful service provider needs to cover his / her risk adequately for the chosen scope of work.
 - i) In the event of under insurance or the insurer's repudiation of any claim for whatever reason, the CCT will retain its right of recourse against the supplier.
- 11.3 The supplier shall be obliged to furnish the CCT with proof of such insurance as the CCT may require from time to time for the duration of this Contract. Evidence that the insurances have been effected in terms of this clause, shall be either in the form of an insurance broker's warranty worded precisely as per the pro forma version contained in the **Proof of Insurance / Insurance Broker's Warranty** section of the document or copies of the insurance policies.

15. WARRANTY

Add to Clause 15.2:

- 15.2 This warranty for this contract shall remain valid for **as specified in the specifications** after the goods have been delivered.

16. PAYMENT

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

- 16.1 A monthly payment cycle will be the norm. All invoices which are dated on or before the 20th of a particular month will typically be paid between the 23rd and 26th of the following month. The supplier may submit a fully motivated application regarding more frequent payment to the Employer's Director: Expenditure for consideration. Requests for more frequent payments will be considered at the sole discretion of the Employer and is not a right in terms of this contract.

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

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

Add the following after clause 16.4

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

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

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

17. PRICES

Add the following after clause 17.1

- 17.2 If as a result of an award of a contract beyond the original tender validity period, the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then the contract may be subject to contract price adjustment for that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents.
- 17.3 If as a result of any extension of time granted the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then contract price adjustment may apply to that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents.
- 17.4 The prices for the goods delivered and services performed shall be subject to contract price adjustment and the following conditions will be applicable:

Refer to Schedule 8: Contract Price Adjustment and/or Rate of Exchange Variations

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

18. CONTRACT AMENDMENTS

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

18. CONTRACT AMENDMENTS AND VARIATIONS

Add the following to clause 18.1:

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

20. SUBCONTRACTS

Add the following after clause 20.1:

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

21. DELAYS IN THE SUPPLIER'S PERFORMANCE

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

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

Where additional time is granted, the purchaser shall also determine whether or not the supplier is entitled to

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payment for additional costs in respect thereof. The principle to be applied in this regard is that where the purchaser or any of its agents are responsible for the delay, reasonable costs shall be paid. In respect of delays that were beyond the reasonable control of both the supplier and the purchaser, additional time only (no costs) will be granted.

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

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

22. **PENALTIES**

Delete clause 22.1 and replace with the following:

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum of 5% as stated herein.
- 22.2 The penalty for this contract shall be based on the Performance requirements as per the Key Performance Indicators (KPI's) as stipulated in the Specification. Tenderers will be performance monitored on an ad-hoc basis as and when required. The Tenderers will be defaulted as and when continued poor performance is monitored as described in the Specifications of this contract. Tenderers will be suspended from all work allocation until appropriate remedial actions are submitted and/or verified by the designated City of Cape Town officials.
- 22.2 The purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, financial penalties as contained on the **Preference Schedule** relating to breaches of the conditions upon which preference points were awarded.

23. **TERMINATION FOR DEFAULT**

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

23. **TERMINATION**

Add the following to the end of clause 23.1:

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

Add the following after clause 23.7:

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

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

26. TERMINATION FOR INSOLVENCY

Delete clause 26.1 and replace with the following:

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

27. SETTLEMENT OF DISPUTES

Amend clause 27.1 as follows:

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

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

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

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

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

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

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

28. LIMITATION OF LIABILITY

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

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

Add the following after clause 28.1:

- 28.2 Without detracting from, and in addition to, any of the other indemnities in this contract, the supplier shall be solely liable for and hereby indemnifies and holds harmless the purchaser against all claims, charges, damages, costs, actions, liability, demands and/or proceedings and expense in connection with:
- a) personal injury or loss of life to any individual;
 - b) loss of or damage to property;
- arising from, out of, or in connection with the performance by the supplier in terms of this Contract, save to the extent caused by the gross negligence or wilful misconduct of the purchaser.
- 28.3 The supplier and/or its employees, agents, concessionaires, suppliers, sub-contractors or customers shall not have any claim of any nature against the purchaser for any loss, damage, injury or death which any of them may directly or indirectly suffer, whether or not such loss, damages, injury or death is caused through negligence of the purchaser or its agents or employees.
- 28.4 Notwithstanding anything to the contrary contained in this Contract, under no circumstances whatsoever, including as a result of its negligent (including grossly negligent) acts or omissions or those of its servants, agents or contractors or other persons for whom in law it may be liable, shall any party or its servants (in whose favour this constitutes a *stipulatio alteri*) be liable for any indirect, extrinsic, special, penal, punitive, exemplary or consequential loss or damage of any kind whatsoever, whether or not the loss was actually foreseen or reasonably foreseeable), sustained by the other party, its directors and/or servants, including but not limited to any loss of profits, loss of operation time, corruption or loss of information and/or loss of contracts.
- 28.5 Each party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amounts payable.

31. NOTICES

Delete clauses 31.1 and 31.2 and replace with the following:

- 31.1 Any notice, request, consent, approvals or other communications made between the Parties pursuant to the Contract shall be in writing and forwarded to the addresses specified in the contract and may be given as set out hereunder and shall be deemed to have been received when:
- a) hand delivered – on the working day of delivery
 - b) sent by registered mail – five (5) working days after mailing
 - c) sent by email or telefax – one (1) working day after transmission

32. TAXES AND DUTIES

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

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

Add the following after clause 32.3:

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

ADDITIONAL CONDITIONS OF CONTRACT

Add the following clauses 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 technical specifications. Any failure in this regard may result in a delay in the processing of any payments.

36. PROTECTION OF PERSONAL INFORMATION

The supplier acknowledges that it will be processing personal information as defined in the Protection of Personal Information Act No. 4 of 2013 relating to City customers, on behalf of the City. Accordingly, it undertakes to ensure compliance with the Act in respect of its processing activities. In particular, it undertakes to keep such information confidential and not to disclose it unless required by law or in the course of the proper performance of its duties. Furthermore, it undertakes to maintain security measures as envisaged in Sections 19 and 21 of the Act. The requirements of this apply to all agents and subcontractors acting on behalf of tenderers and must be included in all contracts between tenderers and their agents or subcontractors.

37. ESTABLISHMENT OF A NEW WORKSHOP

Any service provider (local or those based in other provinces) interested in providing the scope of work specified in this tender will, if no established workshop is owned / leased within the geographical boundaries of the City of Cape Town, be permitted a maximum of 90 days to establish a fully equipped workshop in conformance to the requirements of this technical specification.

This Tender makes provision for the establishment of a fully staffed and compliant workshop facility inclusive of providing services and products as specified within the geographical boundaries of the City of Cape Town, within ninety days (90 days) from contract commencement.

The City of Cape Town shall perform only one (1) technical assessment of the workshop facility to confirm that it complies with all the requirements set out in specification SP - 1 and meets the requirements necessary for the supplier to render the services contemplated in this contract.

The date on which the technical assessment shall be held, will not exceed two (2) weeks from the expiry of the ninety (90) day period.

The supplier may inform the City of Cape Town that it is ready for the technical assessment earlier than the ninety (90) day period, in which case the supplier shall forfeit the remaining days of the aforementioned period and the City of Cape Town shall be entitled to conduct the technical assessment at an agreed upon date and time between the parties, which shall not exceed two (2) weeks from receipt from the suppliers' notification in this regard.

The supplier shall cooperate fully and in good faith, with the City of Cape Town in arranging for and assisting the City of Cape Town with the technical assessment, including but not limited to, providing the City of Cape Town with access to all parts of the workshop facility during that assessment.

Upon receipt of confirmation from the technical assessment that the workshop facility workshop facility is fully compliant, work will be allocated and / or products will be procured from the supplier in terms of this contract with the proviso that such work allocation and procurement of products are in line with operational requirements.

Should the supplier fail to establish a fully compliant workshop facility within ninety (90) days or a reduced period as contemplated in clause 14.2.1 above, such failure shall constitute a material breach of the contract and the City shall be entitled to terminate the contract forthwith and without further notice to the supplier.

The City of Cape Town also reserves the right and on fourteen (14) days' notice, to perform technical assessments of the workshop facility during the tenure of the contract as and when required, to ensure that the workshop facility fully meets requirements for the supplier to render the services contemplated in this contract. Should the outcome of the technical assessment be that the workshop facility is not compliant with the aforesaid requirement, this shall constitute a material breach of the contract.

38. BARGAINING COUNCIL AFFILIATION

Service providers must provide proof of being registered with a relevant bargaining council pertaining to the type of work being undertaken in this tender, such as the MEIBC: "The Metal and Engineering Industry Bargaining Council".

(8) GENERAL CONDITIONS OF CONTRACT

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

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1. DEFINITIONS

7. The following terms shall be interpreted as indicated:

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

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

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

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

2. APPLICATION

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

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

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

3. GENERAL

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

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

4. STANDARDS

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

5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION.

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

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

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

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

6. PATENT RIGHTS

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

7. PERFORMANCE SECURITY

- 7.1 Within 30 (thirty) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 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.

(9) LIST OF APPROVED FINANCIAL INSTITUTIONS

The following financial institutions are currently (as at 12 October 2021) approved for issue of contract guarantees to the City:

National Banks

ABSA Bank Limited Firststrand Bank Limited
Investec Bank Limited
Nedbank Limited
Standard Bank of South Africa Limited

International Banks (with branches in South Africa)

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

Insurance Companies American International Group Inc (AIG)

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

(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN THE CITY OF CAPE TOWN (HEREINAFTER CALLED THE “CCT”) AND

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

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

I, , representing

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

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

Witness

Mandatory

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

Witness

for and on behalf of
City of Cape Town

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

Logo

Letterhead of supplier's Insurance Broker

Date _____

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

Dear Sir

TENDER NO.: 123S/2022/23

TENDER DESCRIPTION: SUPPLEMENTARY TENDER TO TENDER (344S/2020/21) - SERVICING AND REPAIRS OF SMALL PLANT, SUCH AS CONSTRUCTION, LANDSCAPING AND MARINE EQUIPMENT

NAME OF SUPPLIER: _____

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

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

Yours faithfully

Signed: _____

For: _____ (Supplier's Insurance Broker)

(13) SPECIFICATION – SMALL PLANT**1. INTRODUCTION TO TENDER**

- 1.1. This Supplementary tender calls for all relevantly experienced service providers interested in providing periodic servicing, diagnostic testing, fault finding and repairs (mechanical, electrical, hydraulic and structural) and on site breakdown repairs for the City of Cape Town's items of small plant
- 1.2. Each current service provider providing repair and maintenance services to the City of Cape Town, as well as new service providers wishing to provide such services, must complete and submit this tender document in response to this tender request in order to become a panel member and to be considered for future repair and maintenance work requests from the City of Cape Town.

2. SMALL PLANT ASSETS UNDER REPAIR

The City of Cape Town has a large variety of small plant items located at depots in the Western Cape. The City of Cape Town's small plant inventory comprises the following categories (amongst others) :
(See Addendum SP - A)

2.1. GENERAL EQUIPMENT

Pumps, Mobile welders, High pressure cleaners, Bucket machines etc.

2.2. STATIC GENERATORS (PRIME MOVER ONLY)

< 800 kVA
> 800 kVA

2.3. PORTABLE GENERATORS

1 to 15 kVA

2.4. CONSTRUCTION EQUIPMENT

Rock breakers, Compactor Rollers, Concrete Mixers etc.

2.5. LANDSCAPING EQUIPMENT

Blowers, brush cutters, chain saws, mulchers, lawn mowers, pole pruners etc.

2.6. MARINE PLANT

Jet skis, boats etc.

2.7. BIKES

Golf carts, motor cycles, all-terrain vehicles etc.

3. PRIMARY SCOPE OF WORK

- 3.1. The planned and ad hoc maintenance interventions will encompass the complete small plant item i.e. prime mover, all mechanical / hydraulic / pneumatic drive components and associated electro hydraulic / pneumatic controls as well as any engineering repairs to its metal framework. The trucks upon which certain small plant auxiliary equipment are installed exclude the maintenance and repair of the truck and its Chassis.
- 3.2. The above-mentioned small plant assets need periodic and ad-hoc maintenance interventions i.e. dealing with scheduled services, diagnostic testing, fault finding, repairs, maintenance and breakdowns.

- 3.3. It will be required that service providers examine the list of assets in **Addendum SP - A** and then select those which match their area of expertise.
- 3.4. The approved service providers forming part of this panel will be asked to perform such interventions either at his / her place of business as in the case of scheduled or periodic maintenance, or on site when dealing with breakdowns.
- 3.5. The actual OEM or equivalent service schedules or any updated amendments to such schedules will need to be aligned with the make and model of asset to be serviced, thus ensuring compliance to the requirements.
- 3.6. The service providers who offer on-site breakdown services are to note the requirements of their service vans as stated below.
- 3.7. Small plant assets, accessories and associated equipment that are covered by an existing warranty, service plan or contract will be managed in terms of the agreements with the companies responsible where applicable.
- 3.8. The City of Cape Town will inform the panel members of any changes to the small plant database to enable the service provider to align themselves with the specified requirements of this contract.

4. APPLICABLE STANDARDS AND BY LAWS

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

- a) **ROAD REGULATIONS**

- National Road Traffic Act No. 93 of 1996

- b) **SERVICE PROVIDER PREMISES AND WORKSHOP**

- The Occupational Health and Safety Act of 1983
- General Administrative Regulations of 2003
- Driven Machinery Regulations of 1988
- General Machineries Regulations of 1988
- General Safety Regulations of 1986
- Facilities Regulations of 1990
- Electrical installation Regulations of 2009
- Electric Machinery Regulations of 2011
- Construction Regulations of 2014
- Hazardous Chemical Substance Regulations 1995
- Environmental Regulations for Workplaces of 1987
- National Environmental Management Waste Act of 2008
- Environmental Conservation Act 73 of 1989
- Air Quality Management By-Law, 2016
- Wastewater and Industrial Effluent By-Law 2013
- SANS 10400: The application of the National Building Regulations (NBR)
- City of Cape Town applicable Zoning by laws

c)

SERVICE PROVIDERS STAFF

- Basic Conditions of Employment Amendment Bill of 2010
- Employment Equity Bill of 2010
- Employment Services Bill of 2010
- Labour Relations Amendment Bill of 2010
- COIDA - Compensation for Occupational Injuries and Diseases Act of 1997

5. TECHNICAL STAFF COMPETENCIES AND QUALIFICATIONS

- 5.1. Technical staff, involved in the repair and maintenance of the small plant described in this tender specification, must have the necessary skills and competencies for servicing, diagnostic testing, fault finding and repairing of the various items of small plant specified.
- 5.2. All technical staff (artisans and semi-skilled) must have access to all the necessary industry standard proprietary workshop tools and equipment as well appropriate specifications and manuals in order to fulfil the requirements of this technical specification.
- 5.3. The tenderer must have at least one qualified artisan in their employ at commencement of contract. A letter of appointment attached to the tender submission will constitute sufficient proof.
- 5.4. Any foreign national artisan in the employ of the tenderer must be legally resident in South Africa and hold a valid SAQA Certificate of Evaluation (SCoE) which indicates the recognition decision taken by SAQA in respect of a foreign qualification and the comparability of that qualification with a South African qualification registered on the NQF.

Application may be made at: -

https://www.saqa.org.za/evaluation-foreign-qualifications?language_content_entity=en

- 5.5. Staff such as “Exempted Journeyman” in the employ of tenderers are not considered fully qualified artisans but are skilled workers who do aspects of artisan work. They will be regarded in terms of this tender as Skilled Workmen and as such may work on small plant only under supervision of a qualified artisan.
- 5.6. In the case of small plant having petrol or diesel prime movers (engine) connected to mechanical equipment such as pumps / compressors, the artisan is to hold a certificate / diploma qualification as listed below.
 - a) Motor/ vehicle Mechanic
 - b) Diesel Mechanic
 - c) Diesel Fitter
 - d) Earth moving Mechanic
 - e) Motorcycle Mechanic
 - f) Small engine Mechanic
 - g) or a trade title of a recognized SAQA professional body, bearing relevance to item

- 5.7. All qualifications, licences and certifications of all technical staff (artisans, artisan assistant, and special workmen) must be reflected in **Addendum SP - E** and copies furnished with the tender submission or as and when requested.

- 5.8. The tenderer will be allowed an opportunity to acquire / procure all the necessary manuals / technical specifications for those items of small plant they wish to tender for.

6. BUSINESS LOCATION AND ZONING

- 6.1. The requirements of the City of Cape Town Zoning Scheme Regulations of September 2012 applies in this instance.
Geographical representation of the City of Cape Town boundaries:
<https://citymaps.capetown.gov.za/EGISViewer/>
- 6.2. The workshop premises must be within the geographical boundaries of the City of Cape Town and it must be zoned for business activities in terms of the relevant by-laws of the City of Cape Town.

- 6.3. Service Providers who want to operate outside of a business zone must request dispensation from the City of Cape Town to operate their business. The City of Cape Town will require written evidence any such dispensation.
- 6.4. A zoning certificate may be obtained from the City of Cape Town's Department of Planning and Building Development Management department. Contact information per area is contained here: <http://www.mbawc.org.za/images/files/City%20of%20Cape%20Town%281%29.pdf>
- 6.5. The City of Cape Town will require a zoning certificate or a letter / e mail of application for such zoning and the latest municipal rates account for verification purposes or a sworn affidavit that they are appropriately zoned.

7. HEALTH AND SAFETY PLAN

- 7.1. Service Providers must comply with all local health and safety laws and regulations in the execution of any work as scoped by this technical specification and as committed to by the company's representatives signature in Schedule 9. **(See Addendum SP - K)**
- 7.2. The service provider must, where there is none, compile and submit a Health and Safety Plan containing: -
 - a) A base line in-house risk assessment of his activities **(See Addendum SP - L)**
 - b) An action plan to mitigate such risks identified
 - c) A Health and Safety Policy to incorporate the risk areas signifying senior management's intention to comply to statutory requirements in this regard. **(See Addendum SP - N)**
- 7.3. The City of Cape Town may during the tenure of the contract request the panel member to provide the Health and Safety Plan.

8. SERVICE PROVIDERS ENVIRONMENTAL POLICY

- 8.1. The service provider must have adequate measures in place to deal with waste streams generated in their work processes.
- 8.2. The service provider must, where there is none, compile an Environmental Policy statement showing senior management's commitment to the protection of their environment. **(See Addendum SP - O)**
- 8.3. The Environmental Policy document will be inspected by the City of Cape Town as and when required and must address, but not limited to, the following: -
 - a) The management of waste streams generated in their work processes in house and on-site calls.
 - b) Safe disposal of hazardous waste.
- 8.4. The City of Cape Town may during the tenure of the contract request the panel member to provide the Environmental Policy document.

9. DISCHARGE OF INDUSTRIAL EFFLUENT AND REGISTRATION AS WASTE GENERATOR

- 9.1. The tenderer must have the necessary permissions from the City of Cape Town for the generation of waste in the course of business activities more than 20kg per day of hazardous waste is produced, must be registered as a Waste Generator.
- 9.2. Hazardous substances i.e. waste oils, workshop waste materials, chemicals, fluids and solvents etc. in use in their work processes in house and on-site calls must be safely stored in leak free, clearly marked proprietary containers, and arrangements made for safe and legal disposal.
- 9.3. The City of Cape Town may during the tenure of the contract request the panel member to provide the latest waste disposal certificates from the companies indicated in **Addendum SP - H**

- 9.4. The service provider must ensure that Material Safety Data Sheets are obtained for any acquisition of hazardous chemicals to be used in their business processes.
- 9.5. Service Providers who discharge effluent into sewers or any waste water system as part of their business processes must have the necessary permits from the City of Cape Town to do so and must have an effluent treatment facility to ensure that the effluent so discharged is within specifications for acceptance by the sewer system.
- 9.6. If it is noted by the assessors that serious environmental violations are present in the workshop such as but not limited to, untreated oil contaminated water / hazardous substances flowing into the storm water drains and sewer, the service provider, over and above the actions which could be taken by the City of Cape Town in terms of Clause 4 (2) (Protection of Municipal Sewers) of the Waste Water and Industrial Effluent Act, shall be declared non-responsive in terms of this tender.
- 9.7. If during the tenure of the contract, cases of environmental regulation contraventions are observed, work will be suspended until such contraventions have been cleared to the satisfaction of the City of Cape Town and in accordance with the relevant environmental standards and by laws.
- 9.8. The application to discharge effluent permit forms may be downloaded at <https://resource.capetown.gov.za/documentcentre/Documents/Forms,%20notices,%20tariffs%20and%20lists/Application%20discharge%20industrial%20effluent%20to%20municipal%20system.pdf>
- 9.9. The application forms to register as a waste generator may be downloaded at <https://resource.capetown.gov.za/documentcentre/Documents/Forms,%20notices,%20tariffs%20and%20lists/Waste%20Generator%20Application%20Form.pdf>
- 9.10. The City of Cape Town may during the tenure of the contract request the panel member to provide the permits described above.

10. QUALITY MANAGEMENT STANDARDS - MINIMUM REQUIREMENTS

- 10.1. It is required that the service provider has a functioning quality management system based on generally accepted South African industry standard practices.

The service provider's quality system must contain the following typical aspects :-

- a) An efficient communication system (telephones / fax machines)
- b) An electronic storage system for bills of materials, technical data, job cards, parts etc.
- c) An efficient materials / parts ordering system.
- d) Log books, registers and planning boards or other means for scheduling and monitoring work orders.
- e) Bills of materials, replacement parts lists, available or accessible in hard or electronic format.
- f) Appropriate technical specifications / manuals available in hard or electronic format.
- g) Easily accessible maintenance history of at least 5 years.
- h) A proprietary accounting system to generate invoices with financial reporting facility.

- 10.2. The City of Cape Town reserves the right to utilize independent assessors to validate the tenderers Quality Management processes.

11. SERVICE PROVIDERS QUALITY MANAGEMENT POLICY

- 11.1. The service provider must, where there is none, draft a Quality Management Policy outlining the service provider's quality objectives and commitment to continual improvement of his / her business processes.
(See Addendum SP - M)
- 11.2. The City of Cape Town may during the tenure of the contract request the panel member to provide the Quality Management policy document.

12. SERVICE PROVIDERS WORKSHOP REQUIREMENTS

12.1. ESTABLISHED WORK SHOP

- a) Workshops must be located within the City of Cape Town's geographical boundaries.
(See Addendum SP - P)
- b) Service providers must have a fully enclosed, fully equipped workshop with adequate propriety equipment, fully equipped workbenches, artisan / skilled worker tools and access to the necessary technical standards, manuals and specifications to undertake the full range of repairs and maintenance of the City of Cape Town's small plant specified by this tender.
(See Addendum SP - B)
- c) Service providers must ensure that each artisan and skilled workers have a tool box with trade appropriate tools.
- d) The City of Cape Town shall perform only one (1) technical assessment of the workshop facility to confirm that it complies with all the requirements set out in specification SP - 1 and meets the requirements necessary for the supplier to render the services contemplated in this contract.
- e) The City of Cape Town also reserves the right and on fourteen (14) days' notice, to perform ad hoc technical assessments of the workshop facility during the tenure of the contract, to ensure that the workshop facility fully meets requirements for the supplier to render the services contemplated in this contract. Should the outcome of the technical assessment be that the workshop facility is not compliant with the aforesaid requirement, this shall constitute a material breach of the contract.

12.2. WORKSHOP - EQUIPMENT

The service provider must have appropriate workshop equipment on hand for the work they intend to conduct on small plant tendered for. Refer to **Addendum SP - C** for a typical list of workshop equipment that should be available at time of assessment or as and when required by the City of Cape Town.

12.3. WORKSHOP - SITE PLAN

An actual site plan for established workshops and a proposed site plan for those still to be established, will be required by the City of Cape Town during the evaluation period of this tender.

12.4. WORKSHOP - STATUTORY REQUIREMENTS

The workshop is to comply fully with statutory and regulatory requirements as well as having: -

- a) A fire risk survey certificate.
- b) An electrical compliance certificate.
- c) The abovementioned certificates must be supplied as and when requested by the City of Cape Town.

12.5. WORKSHOP - INDUSTRY STANDARD FLOOR

- a) It is a requirement that any maintenance activities be carried out on an industry standard concrete floor able to prevent oil spillage soaking into the ground and meeting the requirements of the National Building Regulations, SANS 10400 and SANS 1019 -1,2 latest.
- b) Spill containment measures must be in place i.e. conveniently located spill kits are to be available.

12.6. WORKSHOP - DIMENSIONS

The service provider's workshop(s) must be of sufficient dimension to accommodate the access, maintenance and testing procedures associated with the City of Cape Town's small plant items specified in this tender

12.7. WORKSHOP – LAYOUT

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

- a) Receiving area
- b) Cleaning / wash demarcated area
- c) Demarcated appropriate servicing / repair areas
- d) General engineering work area.
- e) Hydraulic / pneumatic components service and repair (if applicable)
- f) Spare parts store
- g) Hydraulic oil store (if applicable)
- h) Tool store
- i) Hazardous waste storage area.
- j) Waste oil bin

12.8. WORKSHOP - ADEQUATE SECURE PARKING / STORAGE

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

12.9. WORKSHOP - PREMISES SECURITY

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

12.10. WORKSHOP - MAINTENANCE SPARES STORE

- a) The City of Cape Town requires that small plant undergoing routine maintenance are not out of service for lengthy periods of time.
- b) The service provider is to ensure spares availability in support of optimum turnaround times of the small plant items serviced / repaired.
- c) Discussions will be held with service providers regarding acceptable waiting periods for essential and major spares which then will be entered as key performance indicators against which the service provider will be measured.

12.11. WORKSHOP - PERSONAL PROTECTIVE EQUIPMENT

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

12.12. WORKSHOP - FIRE PROTECTION

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

- b) If the assessors find that the fire protection measures are inadequate to mitigate the current risks, it will be expected of the service provider to upgrade accordingly before a purchase order may be issued.

12.13. WORKSHOP – HYDRAULIC / PNEUMATIC WORK AREA (IF APPLICABLE)

- a) Any hydraulic / pneumatic repair work must be undertaken in a clean area apart from the general engineering section where steel cutting, grinding or welding activities is done.
- b) All hydraulic / pneumatic repairs done in this area are to be undertaken to OEM standards (or equivalent).
- c) Where no such facility is available in house, a competent sub-contractor may be used for these functions.

12.14. WORKSHOP - INSPECTION OF PREMISES

The City of Cape Town reserves the right to inspect the tenderers premises at any time if one has been submitted with the tender submission or within ninety days (90 days) permitted from commencement of contract in the case of a new workshop.

12.15. WORKSHOP - RELOCATING PREMISES

The City of Cape Town reserves its right to re-assess any workshop which has been relocated to confirm that the same maturity level is maintained or improved.

13. RESPONSE VEHICLE - FIELD SERVICE

- 13.1. The service provider who offers small plant field service work must have at least one fully equipped, roadworthy, adequately sized and properly branded panel van or light delivery vehicle suitable for field service work for the duration of this contract. The vehicle may be owned or leased.
- 13.2. The service provider may sub-contract the required field services. In this regard, the tenderer must submit the pro-forma agreement or SLA with the sub-contracting party. **(See Addendum SP - F)**
- 13.3. The service provider's field service vehicle must be adequately and appropriately equipped.

It is the tenderers responsibility to align field servicing capacity to meet the City of Cape Town's operational demand.
- 13.4. The company branding on the field service vehicles must be non-offensive to the public and must comply with the Code of Advertising Practice as required by the Advertising Standards Authority of South Africa. These vehicles are to be easily identifiable.
- 13.5. Staff manning such field service vehicles are to be provided with neat, presentable overalls (company branded) and to enforce that personal protective equipment is issued and used by the field service staff.
- 13.6. A valid vehicle registration certificate (if owned) or the leasing agreement or letter of intent of such leasing agreement and / or proof of a contract of such field services will be required by the City of Cape Town during the evaluation period of this tender.
- 13.7. Field service or on-road repairs must be available 24 / 7 / 365 days a year with a get to site response time of within one (1) hour.

14. SERVICE PROVIDERS WORK ALLOCATION

- 14.1. The acceptance of service providers onto the supplementary panel in terms of this tender means that the City of Cape Town will only make use of the goods and services provided by such panel members when operational needs necessitate the acquisition of such goods and services.
- 14.2. Where the City of Cape Town has internal capacities and capabilities, such work will be executed in house.
- 14.3. The successful inclusion in this panel will not result in the immediate award of any work to any

particular service provider from this tender. In all instances the operational requirements shall take preference.

14.4. The allocation of work in this tender will be surplus work emanating from tender 344S. Once all capacity has been exhausted on 344S, only then will the excess work be allocated via this tender as follows:

- a) location from the point of need.
- b) specialist expertise in the required work.
- c) capacity to do such work at the time of need.
- d) Appropriate and accepted lead time agreed upon
- e) Work related to warranty conditions will be allocated to the applicable service providers who hold and service the warranties.

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

14.6. Any services, diagnostics and repairs done to small plant must only be conducted upon the issue of a purchase order and in cases of emergency, only upon written confirmation by a City of Cape Town official.

14.7. The service provider to take note of the requirements of section 30 (Performance Monitoring) of this Technical Specification and in particular service level performance.

14.8. If the total cost of the proposed work as well as the included buyout price is not considered to be fair and reasonable by the designated city official, the service provider will be approached to reduce the total price of the work to a market related level.

- a) If consensus cannot be reached with the service provider concerned, the City of Cape Town then reserves the right to acquire such goods and services using other business processes / Supply Chain Management mechanisms.

15. **ALTERNATIVE SERVICE PROVIDERS**

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

15.2. The City of Cape Town also reserves the right to utilise other processes or contracts in the event that the scope of work as outlined in this contract cannot be fulfilled by panel members.

16. **PLANNED / PERIODIC SERVICES**

16.1. The service providers must be capable of providing the periodic services required for the City of Cape Town small plant as indicated in (but not limited to) the typical servicing / maintenance schedules depicted in **Addendum SP - G**

16.2. The routine services must conform to OEM (or equivalent) service schedules for the specific make and model of small plant, marine equipment or motor cycles.

16.3. The servicing lead times for various service types (minor, intermediate or major services) will be fixed in consultation with the service providers at commencement of the tender.

17. **OUTSOURCING / SUB-CONTRACTING**

17.1. Service providers may form strategic partnerships with competent sub-contractors to assist with the scope and diverse locations over which the services required by this tender needs to be provided.

17.2. Should the successful tenderer not have the in house competencies to repair specialized major components the tenderer may sub contract these components to a company competent to perform such specialized work subject to approval by the relevant City of Cape Town official in this regard.

- 17.3. The service provider will however be held responsible and accountable for all technical and safety standards and regulations in house and outsourced.
- 17.4. **Service providers may however not sub-contract the primary scope of work as is outlined in this tender.**
- 17.5. The use of outsourced services in no way reduces the liability or obligations of the service providers in terms of this tender.
- 17.6. Service Providers must underwrite any warranties of outsourced services used in the execution of the scope of work.
- 17.7. The Service Provider and all sub-contractors utilised during the contract period must make their business premises accessible for site inspections. Access must be given within 5 working days of request to perform routine inspections.
- 17.8. The service provider must ensure that subcontractors comply with the requirements of this tender particularly as regards the standard and quality of goods and services requested. The service provider will be accountable for any deviations.
- 17.9. If deviations/ non-conformances are noted during the tenure of the contract, the City of Cape Town reserves the right to suspend work until remedial action has been taken by the sub-contractor.

18. BREAKDOWN AND REACTIVE MAINTENANCE REPAIRS

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

18.1. MINOR BREAKDOWNS

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

18.2. MAJOR BREAKDOWNS

Assets requiring recovery to the service providers workshop, as instructed by designated City of Cape Town officials on standby.

19. MODIFICATIONS TO SMALL PLANT

- 19.1. The City of Cape Town's technical team shall be approached for approval for any modifications proposed to be done to any item of small plant.
- 19.2. Any non OEM spare parts used must conform to or exceed the OEM (or equivalent) specifications.

20. INSPECTION OF SMALL PLANT

- 20.1. Upon delivery or collection, the small plant and their accessories, are required to be inspected and findings documented. Such findings to be signed off by the service provider and the City of Cape Town official.
- 20.2. Service providers are to note any defects becoming evident during the maintenance intervention and to bring that to the attention of the City of Cape Towns designated official for the possible authorisation of additional work.
- 20.3. The small plant undergoing major repairs must be subjected to relevant prescribed performance tests.
- 20.4. A final quality inspection is to be done after maintenance interventions have been performed. Such inspection report is to be signed off by the service provider.

21. DOCUMENTATION TO BE SUBMITTED WITH INVOICE

21.1. Documentation related to maintenance interventions carried out i.e. inspection sheets, job cards and subcontracted work invoices, must be submitted to the relevant fleet and mechanical workshops departments with invoice.

- a) Delivery Note
- b) Inspection Sheets
- c) Job Cards
- d) Subcontracted Work Invoices

22. SERVICE PROVIDERS COMPANY BRANDING

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

23. SERVICE PROVIDERS RESOURCES

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

24. WARRANTY ON REPAIRS AND MAINTENANCE

- 24.1. Small plant, accessories and associated equipment that are covered by existing warranty conditions will be managed in terms of the agreements with the companies responsible where applicable.
- 24.2. The City of Cape Town only accepts a minimum of 12 months' warranty on workmanship and parts from the day the item of small plant was collected by or delivered to the City of Cape Town. Fair wear and tear, misuse and accidental damage is excluded when proven to be so.
- 24.3. The existing companies' warranty terms and conditions are not applicable to this tender unless they are equivalent or more favourable than the stipulated warranties listed above
- 24.4. As regards a breakdown due to the failure of goods and or services supplied by a service provider under warranty, the salvaging cost will be charged to the service provider if it is proved that the failure of such goods or services supplied was the root cause of the breakdown.

25. CHANGE IN SERVICE PROVIDERS CAPABILITY IN CONTRACT

- 25.1. During the tenure of the contract, any changes in the capability of the service provider to work on different items of small plant other than those submitted in this tender, may be submitted for consideration and possible acceptance by the City of Cape Town.
- 25.2. The City of Cape Town reserves the right to validate such offerings by means of an assessment as a prerequisite to acceptance onto the service providers initial service offering.

26. SERVICE PROVIDER DEVELOPMENT IN CONTRACT

- 26.1. This requirement needs to be viewed in the light of the City of Cape Town's firm stance on the improvement of the business environment in the Western Cape by, amongst other aspects, facilitating skills programmes in partnership with SME's / large firms.
- 26.2. Artisans should be periodically scheduled for OEM / product in house / external / web based training workshops to increase product knowledge of the makes and models of small plant repaired and maintained.
- 26.3. The semi-skilled staff under the supervision of the artisan should be periodically scheduled for upskilling courses. The Skills Development Act of 1998 refers in this regard.

- 26.4. It is also an expectation that service providers participating in the panel tenders be actively involved in pursuing the statutory and legal compliance of their enterprise and facilities as well as the quality levels of supplied services to the City of Cape Town.

27. INDEPENDENT ASSESSORS

- 27.1. The City of Cape Town reserves the right to utilize independent assessors, which may include industry experts, to verify conformance to the applicable standards mentioned in this technical specification.
- 27.2. The City of Cape Town also reserves the right to conduct ad-hoc assessments i.e. physical assessments and / or documentary proof, during the tenure of the contract to monitor the service providers technical, statutory, legal compliance and developmental aspects.
- 27.3. Minor breaches / non-conformances identified by the assessors must be closed out within specified time frames stipulated by the City of Cape Town. Work may be suspended until such non-conformances are rectified.
- 27.4. Major breaches / non-conformances identified by the assessors may result in the suspension of all work allocation and the City of Cape Town may exercise its right to initiate the Supply Chain Management default procedure.

28. SERVICE PROVIDER PERFORMANCE MONITORING KPI IN CONTRACT

- 28.1. The Service Provider will be measured through the means of Key Performance Areas (KPA). Overall results will be categorised in the following areas. (Weighted result based on the Impact on Service Delivery)
(See Addendum SP - J)

GREEN	EXPECTATION MET	AMBER	INTERVENTION REQUIRED	RED	POOR PERFORMANCE
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- 28.2. Each KPA will consist of Key Performance Indicators (KPI) that are combined with thresholds and targets.
- 28.3. The KPAs and KPIs may be amended as and when it is deemed necessary, with the involvement of the service provider.
- 28.4. Periodic meetings with service providers whose overall performance is in the Amber Zone will be held with the respective user departments to discuss concerns and results from the KPA tracking.
- 28.5. The service provider may be given a chance to rectify any sub-standard work performance within the Amber Zone in a stipulated time frame.
- 28.6. Continued poor performance where the Service Provider stays within the Amber Zone of the KPA document for 3 consecutive months will automatically advance the service providers status into the red zone. The City of Cape Town then reserves the right to initiate the Supply Chain Management default procedure.

(13) T1 ADDENDUMS - TABLE OF CONTENTS

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(13) ADDENDUM SP - G TYPICAL MAINTENANCE SCHEDULES**PAGE 1**

Small plant assets are to be inspected / serviced / repaired / tested against the requirements of industry standards, service schedules and maintenance manual procedures by a competent person with the knowledge, training, experience and qualifications specific to the work or task being performed. The prospective panel member is to take note of the sample maintenance schedules listed below. The following is NOT to be construed as a complete list.

TYPICAL LANDSCAPING SLASHER MAINTENANCE SCHEDULE

MAINTENANCE SCHEDULE	EVERY 8 HRS	FIRST 50 HRS	EVERY 50 HRS	800 HRS 6 MNTHS
BOLTS				
Check fasteners for tightness (refer OEM (or similar) tightening torques)	X			
PTO SHAFT	X			
Clean & regrease sliding members	X			
Grease universal joint, 2 points	X			
Grease guard slipper bearings			X	
Oil lock pins - 2 points			X	
Check for excessive wear			X	
CLUTCH				
Check setting & operational temperature	X			
Check for worn friction plates			X	
Free clutch				X
GEARBOX				
Check oil level	X			
Change oil		X		X
BLADE BEAM				
Check fastener tightness	X			
Check wear on blades and beams (Replace as required)	X			
EJECTED DEBRIS GUARD				
Check flap wear / broken guard chains	X			

2. TYPICAL BRUSH CUTTER MAINTENANCE SCHEDULE

		MAINTENANCE CYCLE				
COMPONENT		3 MNTHS 15 HRS	25 HRS	6 MNTHS 50 HRS	12 MNTHS 100 HRS	24 MNTHS 300 HRS
Air Filter	Check					
	Clean	X				
Spark Plug	Check/Adjust				X	
	Change					
Sparkplug Electrode	Clean				X	
Cooling Fins	Examine			X		
Fasteners	OEM torque					
Coupling	Examine			X		
Idle	Check/Adjust				X	
Valve Clearance	Check/Adjust				X	
Spark Arrester	Check/Clean					X
Fuel Tank	Examine				X	
Fuel Pipes	Examine					
Bevel Gear Grease	Fill		X			

The following is an actual 2 monthly City of Cape Town mechanical task list in use for generators less than 800 kVA

MONTHLY GENERATOR MAINTENANCE < 800KVA

TASK	DESCRIPTION
Obtain entry permit	Entry permit grants access to and authorises operator/artisan to inspect/maintain the generator
Disarm alarm	If an alarm system (sound or pepper spray) is installed, first disarm the system to gain safe access to the generator
General cleaning	Do general cleaning of the inside of the genset container and/or around the generator using broom or vacuum
Check fuel delivery system	Check fuel delivery system for leaks
Inspect fuel filter moisture trap	Inspect and drain fuel filter moisture trap
Inspect fuel tank sludge trap	Inspect and drain fuel tank sludge trap
Check fuel linkage	Check that fuel linkage is intact
Check coolant hoses	Check engine coolant hoses
Check battery charger	Check battery trickle charger – verify voltage and operation
Inspect alternator	Check alternator, confirm tightness of fixing screw
Check battery	Check battery tops and connections. Clean if necessary. Check electrolyte level if possible
Inspect v-belt and tensioners	Inspect v-belts condition, tension and tensioners and report if any cracks, tears or damage is visible (Remove safety guard for inspection)
Inspect exhaust system	Visually inspect the exhaust system hangers, supports and flexible pipes for signs of leakage or rusting
Inspect air filter	Check if air filter is clean and in good condition
Inspect radiator	Check radiator for leaks and any air flow obstructions
Switch generator to manual	Change unit from standby setup to manual for start-up
Start generator and record readings	10 Minute engine run. While running AT NO LOAD, record readings in logbook. 1) Eng hrs, 2) Eng RPM, 3) Voltage, 4) % Eng load, 5) Coolant temp, 6) Oil pressure, 7) Oil temperature, 8) Fuel consumption, 9) Fuel pressure, 10) Intake manifold temp
Shut down, switch to standby	Shut down generator and switch to standby/auto start
Check engine after run	Check for leaks, unusual noises, warning lights that stay on, excessive smoke
Check fuel level	Ensure fuel level is 75% or more (Add fuel as needed)
Check oil level	Check oil level. Add oil as needed
Report malfunctions	Report any malfunctions and make any needed repairs
Check fire extinguisher	Check fire extinguisher pressure and if services up to date
Sign logbook	Sign logbook after completion of work. Also capture any additional work done

(13) ADDENDUM SP - G TYPICAL MAINTENANCE SCHEDULES
PAGE 3

The following is an actual yearly City of Cape Town mechanical task list in use for static generators less than 800 kVA

YEARLY GENERATOR MAINTENANCE < 800KVA

TASK	DESCRIPTION
Add coolant conditioner	Add coolant conditioner as needed
Replace air filter element	Replace air filter element
Replace fuel filter	Change fuel filters and check for debris
Replace fuel-water separator	Change fuel / water separator
Replace fuel pre-filter	Replace fuel pre-filter (if applicable)
Drain water/sediment from fuel tank	Drain water and sediment from fuel tank
Inspect hoses and cables	Inspect all hoses on air inlets, turbo's, exhausts and coolant including all cable clamping
Inspect engine mounts	Inspect engine mounts. Check for proper torque
Check engine bearings	Check generator engine bearings. Lubricate as required
Check linkages	Check and adjust all linkages
Clean crankcase breather	Clean crankcase breather
Take engine oil sample	Obtain oil sample for analysis of wear, chemical and physical test, and oil condition
Clean engine	Wipe down and clean engine as required
Sign logbook	Sign logbook after completion of work. Also capture any additional work done

(13) ADDENDUM SP - G TYPICAL MAINTENANCE SCHEDULES PAGE 4**TYPICAL DIESEL ENGINE GENSET SERVICE MANUAL MAINTENANCE SCHEDULE**

The following is a simple extract from a typical diesel powered GENSET service manual and is in no ways to be considered as complete. The detailed procedures in the specific OEM (or similar) maintenance manuals are to be adhered to at all times.

DIESEL ENGINE	MAINTENANCE CYCLE					
	500 HRS	1000 HRS 1 YR	2000 HRS 2 YRS	3000 HRS 3 YRS	4500 HRS	AS REQUIRE D
Change engine oil and filter	x					
Replace fuel filter elements	x					
Check crankcase vent system	x					
Check engine mounts	x					
Check engine ground connection	x					
Check belt tension / auto tensioner		x				
Check cooling system		x				
Check air intake system		x				
Replace crankcase vent filter		x				
Check crankshaft vibration damper		x				
Check and adjust engine speed		x				
Drain and flush cooling system			x	x		
Adjust valve clearance			x			
Replace crankshaft vibration damper					x	
Bleed fuel system						x
Clean or replace air filter element						x
Replace fan / alternator belt						x
Test thermostat / injection nozzles						x

(13) ADDENDUM SP - I GENERAL ENGINEERING SPECIFICATIONS**PAGE 5****1. GENERAL**

The service provider is to be proficient in general engineering and acceptable South African industry standards appropriate to the scope of work tendered for, in the execution of work.

2. STANDARD OF WORKMANSHIP

2.1. The service provider shall apply best engineering practices and shall adhere the relevant SANS codes of practice in ensuring the highest quality standard of workmanship.

2.2. Workmanship which is not to the satisfaction of the City of Cape Town's technical representative shall be rectified at the cost of the Contractor.

3. MATERIALS

3.1. The spares and any materials used in the execution of the maintenance interventions shall be new and of best commercial quality with a high reliability and shall be selected for ease of maintenance.

3.2. All material and components used in the servicing / repair of the assets specified in this tender document, shall be suitable for operating conditions as found within the boundaries of the City of Cape Town.

3.3. Standardisation and mutual interchangeability of spares and components is essential.

3.4. Any spares / components fitted or material supplied during a maintenance intervention should be readily available in South Africa.

3.5. The City of Cape Town is to be notified of any technical problems arising during the course of servicing and repair intervention so that a designated Technical Representative may inspect the vehicle and authorise any corrective action.

3.6. Any costs incurred in correcting deficiencies arising from the service provider's actions or omissions shall be for the service provider's account.

4. QUALITY CONTROL INSPECTIONS

The City of Cape Town may at its discretion, conduct quality control inspections during the servicing / repair interventions.

5. STRUCTURAL STEELWORK

5.1. All structural members used in the repair of the City of Cape Town's small plant i.e. such as on trailer bodies shall be capable of sustaining in a structurally stable manner, the total load and forces acting on such structural members.

5.2. Repairs of any small plant requiring structural steelwork shall be according to appropriate SANS specifications covering structural steelwork such as: -

SANS 1700-7-7:2003 / ISO 7411:1984

SANS 1700-7-8:2003 / ISO 7412:1984

SANS 1700-14-8:2003 / ISO 4775:1984

SANS 1700-16-9:2004 / ISO 7416:1984

6. OXY ACETYLENE CUTTING

6.1. The tenderer is to ensure that all oxy acetylene cutting procedures are done to minimise risk of injury to nearby staff as well minimising damage / fire damage to other components.

6.2. Oxy acetylene packs are to be stored in a safe area

7.

WELDING

7.1.

All welding needed to be done in small plant maintenance intervention, must be carried out by a qualified artisan and shall confirm to the following standards.

SANS 455:2004: Manual electrode welding of mild steel.

SANS 10044-2:2004: Code of practice for welding.

SANS 10167:2004: Quality evaluation of fusion welding joints.

8.

CORROSION PROTECTION:

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

8.1.

Primers:	Carboguard 193	Stoncor
	Sigmacover 2565	Sigma Coatings
Intermediate:	Carboguard 193	Stoncor
	Sigmacover 435S	Sigma Coatings
Finish	Carboguard 890	Stonecor
	Sigma Cover 630	Sigma Coatings
Epoxy Mastic	Carbomastic 15	Stoncor
	Sigmacover 630AL	Sigma Coatings

(13) ADDENDUM SP - J KEY PERFORMANCE INDICATORS

Target percentages may be adjusted as and when deemed necessary.

Adjustments will be communicated timeously and measurements will be started immediately.

	KPI	KPI Description	Target	# NON-CONF	Results	Good	Improvement required	Poor	Impact on Service Delivery	Weighted Ratio
1	Arrive on site within one hour of request	All Call-outs must be attended to immediately. The Service Provider must be on site within 1 hour of the request.	<= 3%			<= 3%	>3% & <6%	>= 6%	Very High	10%
2	Communication	Response to a call-out within 3 minutes	<= 2%			<= 2%	>2% & <4%	>= 4%	Very High	20%
3	Quotations Call-outs and Service Work	Field Call-outs and Field Service work quotations must be delivered to the applicable department within one day (24hours) of a Call-out and by 10:00am the next working day following a weekend or public holiday. Quotations must be emailed to the applicable department.	<= 3%			<= 3%	>3% & <6%	>= 6%	Low	5%
4	Quotations In-house repairs	In house repair quotations must be delivered to the applicable department within 4 hours of request, unless communicated via email the reasons why this is not possible. Quotations must be emailed to the applicable department.	<= 6%			<= 6%	>6% & <12%	>= 12%	High	15%
5	Invoice delivery	Invoices and supporting control documents must be sent within 72 hours of the completed work.	<= 6%			<= 6%	>6% & <10%	>= 10%	Low	5%
6	Invoice Accuracy	Quality of documentation submitted i.e. Duplicate invoices submitted, Incorrect invoices, missing documentation attached to invoices etc.	<= 1%			<= 1%	>1% & <3%	>= 3%	Low	15%
7	Re-work	Equipment repairs occurring due to poor workmanship or reworking. Failing between interventions	<= 1%			<= 1%	>1% & <3%	>= 3%	Very High	15%
8	Lead Time to Work Completion	Equipment not being returned at agreed upon lead times.							Very High	15%
		Overall Result (Weighted result based on the Impact on Service Delivery) Green: Expectation met Amber: Intervention required Red: Poor performance	EXPECTATION MET							

(13) ADDENDUM SP - K HEALTH AND SAFETY COMPLIANCE CHECKLIST

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

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

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

-

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

(13) ADDENDUM SP - L RISK ASSESSMENT AND ACTION PLAN SAMPLE

SERVICE PROVIDERS TO NOTE:

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

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

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

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

(13) ADDENDUM SP - M QUALITY MANAGEMENT POLICY SAMPLE

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

(Company name) ENGINEERING WORKS
QUALITY MANAGEMENT POLICY STATEMENT

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

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

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

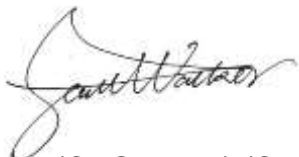
We have the following systems and procedures in place to support us in our aim of total customer satisfaction and continuous improvement throughout our business:

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

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

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

The policy review date is 15th March 2020



Signed: (CEO name) (Chief Executive)

Date: 25th January 2020

Issue Date	25 th Jan 2020	Version No	5	Page	
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(13) ADDENDUM SP - N SAMPLE HEALTH AND SAFETY POLICY

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

SAMPLE POLICY STATEMENT ONLY

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

To demonstrate this commitment, we declare that: -

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

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

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

Chief Executive Officer (Business Name / Sign)

Date

Floor Manager (Business Name / Sign)

Date

Employee Rep (Business Name / Sign)

Date

(13) ADDENDUM SP - O ENVIRONMENTAL POLICY STATEMENT SAMPLE

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

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

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

Mr. _____
Managing Director

20th March 2020

(13) ADDENDUM SP - P CITY OF CAPE TOWN BOUNDARY**THE FOLLOWING IS A LIST OF CITIES / TOWNS IN THE MUNICIPALITY OF CAPE TOWN:**

Athlone, Atlantis, Belhar, Bellville, Blackheath, Blouberg, Blue Downs, Brackenfell, Cape Point, Cape Town, Delft, Durbanville, Elsies Rivier, Fish Hoek, Goodwood, Gordon's Bay, Grassy Park, Guguletu, Hout Bay, Khayelitsha, Kommetjie, Kraaifontein, Kuils River, Langa, Macassar, Matroosfontein, Melkbosstrand, Milnerton, Mitchells Plain, Muizenberg, Noordhoek, Nyanga, Parow, Philadelphia, Philippi, Robben Island, Scarborough, Simon's Town, Sir Lowry's Pass, Somerset West, Southern Suburbs, Strand, Table View

(13) ADDENDUM SP - Q BUSINESS IMPROVEMENT LINKS**1 SERVICE PROVIDER DEVELOPMENT**

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

1.1 DEVELOPMENT OF EMERGING BUSINESSES AND DTI INCENTIVES

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

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

1.2 QUALITY AND STANDARDS UNIT

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

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

1.2.1 QUALITY STANDARDS ISO 9001

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

1.2.2 The offerings are (amongst others): -

Quality awareness coaching sessions
 Quality health checks - Electronic business maturity tools
 Quality booklets – Micro-enterprise support
 Training, and training of trainers on:
 • ISO 9001:2008;
 • ISO 18001

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

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

1.2.4 Quality and Standards Unit contact details

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

1.3 SABS TRAINING ACADEMY

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

1.3.1 The Academy is accredited with the Southern African Auditor and Training Certification Authority (SAATCA) for Lead auditor courses in Quality Management Systems, Environmental Management Systems and Occupational Health and Safety.

1.3.2 The SABS training modules include an overview of the relevant standards, creating overall organisational awareness and implementation of management systems such as: SANS/ISO 9001, SANS/ISO 14001 and OHSAS 18001

1.3.3 For more information:
vhttps://sabs.onlinebookings.co.za
or call +27 12 428 6877/676;
or email: info@sabs.co.za

1.4 CITY OF CAPE TOWN ENTERPRISE AND INVESTMENT DEPARTMENT

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

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

3 TRADE NAMES OR PROPRIETARY PRODUCTS

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

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

4. EMPLOYMENT OF SECURITY PERSONNEL

All security staff employed by the supplier on behalf of the CCT or at any CCT property must be registered with Private Security Industry Regulatory Authority (PSiRA). Proof of such registration must be made available to the CCT’s agent upon request.

5. FORMS FOR CONTRACT ADMINISTRATION

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

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

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

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

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

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

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

(14.1) MONTHLY PROJECT LABOUR REPORT (EXAMPLE)

ANNEX 1

CITY OF CAPE TOWN
MONTHLY PROJECT LABOUR REPORT



Instructions for completing and submitting forms

General

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

Project Details

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

Beneficiary Details and Work Information

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

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

Submission of Forms

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

PROJECT DETAILS

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

[illegible][illegible]

ANNEX 1 (continued)

MONTHLY PROJECT LABOUR REPORT

BENEFICIARY DETAILS AND WORK INFORMATION

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

CONTRACT OR WORKS				Year		Month		Sheet				
PROJECT NUMBER:								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			

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

TENDER NO. AND DESCRIPTION: _____

SUPPLIER: _____

B-BBEE SUB-CONTRACT EXPENDITURE REPORT

Rand Value of the contract (as defined in Schedule 4: Preference Schedule) (P*)	R	B-BBEE Status Level of Prime Supplier	
---	---	---------------------------------------	--

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

¹Documentary evidence to be provided

Total:	R
Expressed as a percentage of P*	%

Signatures

Declared by supplier to be true and correct: _____

Date: _____

Verified by CCT Project Manager: _____

Date: _____

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

TENDER NO. AND DESCRIPTION:

SUPPLIER:

PARTNERSHIP/ JOINT VENTURE (JV)/ CONSORTIUM EXPENDITURE REPORT

Rand value of the contract (as defined in Schedule 4: Preference Schedule) (P*)	R	B-BBEE Status Level of Partnership/ Joint Venture (JV)/ Consortium	
---	---	--	--

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

¹Documentary evidence to be provided**Signatures**

Declared by supplier to be true and correct:

Date:

Verified by CCT Project Manager:

Date: