

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

TENDER NO: 35G/2026/27

TENDER DESCRIPTION: SUPPLY AND DELIVERY OF VARIOUS VESSELS AND MARINE EQUIPMENT

CONTRACT PERIOD: FOR A PERIOD OF THIRTY SIX (36) MONTHS FROM THE COMMENCEMENT DATE OF THE CONTRACT

CLOSING DATE	02 September 2026
CLOSING TIME	10:00 am
TENDER BOX NUMBER	230
TENDER FEE	R200

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

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

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

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

T.1 GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	31 July 2026
SITE VISIT/CLARIFICATION MEETING	:	Time: 10:00 on Date: 14 August 2026 (Not compulsory, but strongly recommended)
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	Microsoft Teams Meeting Join: https://teams.microsoft.com/meet/323140903254583?p=77q68o5Xr206UKw51d Meeting ID: 323 140 903 254 583 Passcode: Qb7yG9cF
TENDER BOX & ADDRESS	:	Tender Box as per front cover at the Tender & Quotation Boxes Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town. The Tender Document (which includes the Form of Offer and Acceptance) completed and signed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement "TENDER NO. 35G/2026/27 TENDER DESCRIPTION: SUPPLY AND DELIVERY OF VARIOUS VESSELS AND MARINE EQUIPMENT, the tender box number. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer's responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.
CCT TENDER REPRESENTATIVE	:	Email: SCM.Tenders4@capetown.gov.za

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

T.2 CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

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

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

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

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

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

2.1.2 Interpretation

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

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

2.1.3 Communication during tender process

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

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

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

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

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

2.1.5 Procurement procedures

2.1.5.1 General

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

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

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

Furthermore, where the appointed supplier fails to meet the required quality standards or key performance requirements, the City reserves the right to utilise the next highest-ranked alternative tenderer in accordance with the applicable Key Performance Indicators (KPIs) and the provisions of Clause 22 (Penalties) of the Special Conditions of Contract.

The contract period shall be for a period of thirty six months from the commencement date of the contract.

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

2.1.5.3 Nomination of Standby Bidder

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

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

2.1.6.1 Disputes, objections, complaints and queries

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

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

2.1.6.2 Appeals

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

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

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

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

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

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

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

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

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

2.1.6.7 Compliance to the CCTs Appeals Policy.

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

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

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

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

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

2.1.7 CCT Supplier Database Registration

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

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

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

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

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

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

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

2.2 Tenderer's obligations

2.2.1 Eligibility Criteria

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

2.2.1.1.1 Submit a tender offer

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

2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

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

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

2.2.1.1.3 Compulsory clarification meeting

The meeting will not be compulsory. See tender information.

2.2.1.1.4 Minimum score for functionality

Not Applicable

2.2.1.1.5 Additional submission requirements for this tender with tender submission

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

- a. The tenderer must complete "Schedule F.13: Information to Be Provided With the Tender" in full for each item tendered for in order to be considered responsive.

2.2.1.1.7 Provision of samples

Not applicable

2.2.2 Cost of tendering

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

2.2.3 Check documents

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

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

2.2.4 Confidentiality and copyright of documents

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

2.2.5 Reference documents

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

2.2.6 Acknowledge and comply with notices

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

2.2.7 Clarification meeting

The tenderer shall attend, where required, a clarification meeting at which tenderers may familiarise themselves with aspects of the proposed work, services or supply and pose questions. Details of the meeting(s) are stated in the General Tender Information (i.e., in item T.1 above).

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

2.2.8 Seek clarification

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

2.2.9 Pricing the tender offer

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

2.2.10 Alterations to documents

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

2.2.11 Alternative tender offers

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

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

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

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

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

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

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

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

2.2.12 Submitting a tender offer

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

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

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

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

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

- 2.2.12.6** The CCT shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- 2.2.12.7** Tender offers submitted by facsimile or e-mail will be rejected by the CCT, unless stated otherwise in the Conditions of Tender.
- 2.2.12.8** By signing the offer part of the Form of Offer (**Schedule C2**) the tenderer warrants and agrees that all information provided in the tender submission is true and correct.
- 2.2.12.9** Tenderers shall properly deposit its bid in the designated tender box (as detailed on the front page of this tender document) on or before the closing date and before the closing time, in the relevant tender box at the Tender & Quotation Boxes Office situated on the 2nd floor, Concourse Level, Civic Centre, 12 Hertzog Boulevard, Cape Town. If the tender submission is too large to fit in the allocated box, please enquire at the public counter for assistance.
- 2.2.12.10** The tenderer must record and reference all information submitted contained in other documents for example cover letters, brochures, catalogues, etc. in the Returnable Schedule titled **List of Other Documents Attached by Tenderer**.

2.2.13 Information and data to be completed in all respects

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

2.2.14 Closing time

- 2.2.14.1** The tenderer shall ensure that the CCT receives the tender offer, together with all applicable documents specified herein, at the address specified in the General Tender Information herein prior to the closing time stated on the front page of the tender document.
- 2.2.14.2** If the CCT extends the closing time stated on the front page of the tender document for any reason, the requirements of these Conditions of Tender apply equally to the extended deadline.
- 2.2.14.3** The CCT shall not consider tenders that are received after the closing date and time for such a tender (late tenders).

2.2.15 Tender offer validity and withdrawal of tenders

- 2.2.15.1** The tenderer shall warrant that the tender offer(s) remains valid, irrevocable and open for acceptance by the CCT at any time for a period of 120 days after the closing date stated on the front page of the tender document.
- 2.2.15.2** Notwithstanding the period stated in clause 2.2.15.1 above, bids shall remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the CCT is notified in writing of anything to the contrary by the bidder. The validity of bids may be further extended by a period of not more than six months subject to mutual agreement by the parties, administrative processes and upon approval by the City Manager, unless the required extension is as a result of an appeal process or court ruling.

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

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

- a) it shall be liable to the CCT for any additional expense incurred or losses suffered by the CCT in having either to accept another tender or, if new tenders have to be invited, the additional expenses incurred or losses suffered by the invitation of new tenders and the subsequent acceptance of any other tender;
- b) the CCT shall also have the right to recover such additional expenses or losses by set-off against monies which may be due or become due to the tenderer under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the tenderer or on its behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses or losses, the CCT shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or loss, without prejudice to the CCT's other rights and/or remedies available to it in accordance with any applicable laws.

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

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

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

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

2.2.17 Provide other material

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

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

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

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

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

2.2.18 Samples, Inspections, tests and analysis

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

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

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

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

2.2.19 Certificates

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

2.2.19.1. Preference Points for Specific Goals

In order to qualify for preference points for Specific Goals, it is the responsibility of the tenderer to submit sufficient, relevant and verifiable documentary proof in support of any claim for preference points.

Failure to submit adequate and verifiable evidence may result in the non-awarding of preference points claimed.

Tenderers are further referred to the Preference Schedule for the detailed methodology, scoring criteria, and conditions applicable to the allocation of preference points for Specific Goals."

2.2.19.2 Evidence of tax compliance

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

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

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

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

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

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

In this regard the Tenderer shall submit **upon written request to do so by the CCT**, a Health and Safety Plan

in sufficient detail to demonstrate the necessary competencies and resources to deliver the goods or services all in accordance with the Act, Regulations and Health and Safety Specification.

2.2.21 Claims arising from submission of tender

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

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

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

2.2.22 Collection and issuing of tender documents

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

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

2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

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

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

2.3.2 Issue Notices

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

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

2.3.3 Opening of tender submissions

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

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

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

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

2.3.4 Two-envelope system

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

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

2.3.5 Non-disclosure

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

2.3.6 Grounds for rejection and disqualification

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

2.3.7 Test for responsiveness

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

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

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

- a) Detrimentially affect the scope, quality, or performance of the goods, services or supply identified in the Specifications,
- b) Significantly change the CCT's or the tenderer's risks and responsibilities under the contract,

or

- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

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

2.3.8 Arithmetical errors, omissions and discrepancies

2.3.8.1 Check the responsive tenders for:

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

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

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

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

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

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

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

2.3.9 Clarification of a tender offer

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

2.3.10 Evaluation of tender offers

2.3.10.1 General

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

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

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

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

2.3.10.2 Decimal places

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

2.3.10.3 Scoring of tenders (price and preference)

2.3.10.3.1 Points for price will be allocated in accordance with the formula set out in this clause based on the per item as set out in the **Price Schedule (Section C4)**.

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

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 80/20 preference point system will apply to this tender

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

Price shall be scored as follows:

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

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

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

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

#	Specific goals allocated points	Preference Points (80/20)
1	Promotion of Micro and Small Enterprises <i>Micro and Small enterprises as per National Small Enterprise Act, 1996 (Act No.102 of 1996)</i> <i>SME partnership, sub-contracting, joint venture or consortiums</i>	8
2	Enterprise Supplier Development and Socio Economic Development <i>> 15% of total expenditure = 6 points</i> <i>> 12% up to 15% of total expenditure = 5 points</i> <i>> 9% up to 12% of total expenditure = 4 points</i> <i>> 6% up to 9% of total expenditure = 3 points</i> <i>> 3% up to 6% of total expenditure = 2 points</i> <i>>= 1% up to 3% total expenditure = 1 points</i> <i>< 1% of total expenditure = 0 points</i>	6
3	Skills Development OR Employee Share Scheme 3.1 Skills Development <i>> 5% of total expenditure = 6 points</i> <i>> 4% up to 5% of total expenditure = 5 points</i> <i>> 3% up to 4% of total expenditure = 4 points</i> <i>> 2% up to 3% of total expenditure = 3 points</i> <i>> 1% up to 2% of total expenditure = 2 points</i> <i>>= 0.5% up to 1% of total expenditure = 1 points</i> <i>< 0.5% of total expenditure = 0 points</i> 3.2 OR Employee Share Scheme <i>> 15% employee ownership = 6 points</i> <i>> 12% up to 15% employee ownership = 5 points</i> <i>> 9% up to 12% employee ownership = 4 points</i> <i>> 6% up to 9% employee ownership = 3 points</i> <i>> 3% up to 6% employee ownership = 2 points</i> <i>>= 1% to 3% employee ownership = 1 points</i> <i>< 1% employee ownership = 0 points</i>	6
	Total points	20

*Ownership: main tendering entity

2.3.10.5 Risk Analysis

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

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

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

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

2.3.11 Negotiations with preferred tenderers

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

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

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

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

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

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

2.3.12 Acceptance of tender offer

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

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

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

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

- a) is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system, preventing participation in the CCT's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she

- possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing, complies with the legal requirements, if any, stated in the tender data, and
- e) is able, in the opinion of the CCT, to perform the contract free of conflicts of interest.

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

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

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

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

2.3.13 Prepare contract documents

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

- a) Notices issued during the tender period,
- b) Inclusion of some of the returnable documents, and
- c) Other revisions agreed between the CCT and the successful tenderer.

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

2.3.14 Notice to successful and unsuccessful tenderers

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

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

2.3.15 Provide written reasons for actions taken

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

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
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TENDER NO: 35G/2026/27

TENDER DESCRIPTION: SUPPLY AND DELIVERY OF VARIOUS VESSELS AND MARINE EQUIPMENT

CONTRACT PERIOD: FOR A PERIOD OF THIRTY SIX (36) MONTHS FROM THE COMMENCEMENT DATE OF THE CONTRACT

THE CONTRACT

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

AND

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

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

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

C.1 DETAILS OF TENDERER/SUPPLIER

1.1 Type of Entity (Please tick one box)

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

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

Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual /Sole Proprietor	
Trading as (if different from above)	
Company / Close Corporation registration number (if applicable)	
Postal address	Postal Code _____
Physical address (Chosen Domicilium Citandi Et Executandi)	Postal Code _____
Contact details of the person duly authorised to represent the tenderer	Name: Mr/Ms _____ (Name & Surname) Telephone : (____) _____ Fax : (____) _____ Cellular Telephone: _____ E-mail address: _____
Income tax number	
VAT registration number	
SARS Tax Compliance Status PIN	
CCT Supplier Database Registration Number (See Conditions of Tender)	
National Treasury Central Supplier Database registration number (See Conditions of Tender)	
Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	☐ Yes ☐ No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	☐ Yes ☐ No If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)
Questionnaire to Bidding Foreign Suppliers	a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa? ☐ Yes ☐ No
	b) Does the tenderer have a permanent establishment in the Republic of South Africa? ☐ Yes ☐ No
	c) Does the tenderer have any source of income in the Republic of South Africa? ☐ Yes ☐ No
	d) Is the tenderer liable in the Republic of South Africa for any form of taxation? ☐ Yes ☐ No
Other Required registration numbers	

C.2 FORM OF OFFER AND ACCEPTANCE

TENDER 35G/2026/27 SUPPLY AND DELIVERY OF VARIOUS VESSELS AND MARINE EQUIPMENT

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

The tenderer, identified in the offer signature table below,

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

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

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

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

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

INITIALS OF CCT OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 35G/2026/27 SUPPLY AND DELIVERY OF VARIOUS VESSELS AND MARINE EQUIPMENT

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

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

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

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

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

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

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

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 35G/2026/27 SUPPLY AND DELIVERY OF VARIOUS VESSELS AND MARINE EQUIPMENT

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

Notes:

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

1 Subject

Details

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2 Subject

Details

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3 Subject

Details

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4 Subject

Details

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

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

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 35G/2026/27 SUPPLY AND DELIVERY OF VARIOUS VESSELS AND MARINE EQUIPMENT

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

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

The..... (Day)

Of..... (Month)

20..... (year)

At..... (Place)

For the Supplier: Signature(s)

Name(s)

Capacity

Signature and name of witness:

Signature Name

C.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

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

Witness

Mandatory

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

Witness

for and on behalf of
CCT

C.4 PRICE SCHEDULE

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

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

Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the Conditions of Tender.
- 5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation where applicable licensing, registration, number plate costs and all other associated costs in the tender price (main item) 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. No periodical costs mentioned will be accepted.
- 5.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 5.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 5.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the CCT may also perform a risk analysis with regard to the reasonableness of such rates.**
- 5.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.
- 5.8 Tenderers must price for the main item and sub-items on the Pricing schedule, for the equipment offered, where applicable. **Tenderers will only be evaluated on the main item(s) offered in the Pricing schedule. Tenderers will be non-responsive for failing to price on the sub-items for the equipment offered.**
- 5.9 The sub items must be priced separate from the main item price. The City shall at its discretion as and when required procure the sub-items during the contract stage.
- 5.10 The tender price must include delivery of the vessel/s to City of Cape Town and include all introduction and product support training for City of Cape Town officials for each of the vessels supplied. Training to be held in inland waterways and along the coast line of the metropole, in particular the surf zone of the City of Cape Town Coast line.
- 5.11 The vessel registration, licensing and delivery cost must be included in the tender price.
- 5.12 Price to include all accessories and fittings as listed in the specification.

- 5.13 All relevant ISO certification documents and any other relevant testing results listed on the specification must be included in the price and to be submitted upon request.
- 5.14 The City of Cape Town reserves the right to purchase only one or more vessels as required, during the tenure of the contract.
- 5.15 SAMSA compliant Accessory Pack Pricing: The Service Provider shall submit a single total price for the accessory pack and, as part of the tender submission, provide a detailed pricing breakdown indicating how the total price was derived. The breakdown will be used solely for verification and the processing of Contract Price Adjustments (CPA), while the total price submitted will be used for tender evaluation purposes.

PRICING SCHEDULE				
Item No.	Description	Unit of Measure	Delivery Period In weeks from the date of the purchase order	Net Price Delivered (Excluding Vat) in Rands
	Main item			
1.1	Jet Rib inclusive of 1000 cc engine	Each		
	Sub-items			
1.2a	Jet Rib 1000 cc Trailer	Each		
1.2b	SAMSA compliant Accessory Pack	Each		
1.2b (i)	Small first aid kit and book	Each		
1.2b (ii)	1 x hand-held flare	Each		
1.2b (iii)	1 x Personal Signal Launcher shot	Each		
1.2b (iv)	1 x orange smoke flare	Each		
1.2b (v)	Signal mirror	Each		
1.2b (vi)	Hand-held compass	Each		
1.2b (vii)	Torch, batteries and spare bulb	Each		
1.2b (viii)	Space blanket	Each		
1.2b (ix)	Tool kit	Each		
1.2b (x)	Diver's knife and sheath	Each		
1.2b (xi)	Manufacturers Service Manual	Each		
1.2b (xii)	Tow Rope	Each		
1.2b (xiii)	Fire extinguisher	Each		
1.2b (xiv)	Fog horn	Each		
1.2b (xv)	4Kg Bruce Anchor with a 5m chain and rope to be supplied	Each		
1.2b (xvi)	Handheld Marine VHF Radio - supply two handheld where the vessel does not provide for a fitted radio. (including ICASA licensing for the duration of contract)	Each		
1.3	Optional Extras			
1.3a	Full Maintenance Plan (0-1000hrs)	Each		
1.3b	Service plan (0-1000hrs)	Each		
1.3c	Warranty plan (Additional two years)	Each		
	Total Price (Excl. VAT)			R

Item No.	Description	Unit of Measure	Delivery Period In weeks from the date of the purchase order	Net Price Delivered (Excluding Vat) in Rands
	Main item			
2.1	Jet Rib inclusive of 1800 cc engine	Each		
	Sub-items			
2.2a	Jet Rib 1800 cc Trailer	Each		
2.2b	SAMSA compliant Accessory Pack	Each		
2.2b (i)	Small first aid kit and book	Each		
2.2b (ii)	1 x hand-held flare	Each		
2.2b (iii)	1 x Personal Signal Launcher shot	Each		
2.2b (iv)	1 x orange smoke flare	Each		
2.2b (v)	Signal mirror	Each		
2.2b (vi)	Hand-held compass	Each		
2.2b (vii)	Torch, batteries and spare bulb	Each		
2.2b (viii)	Space blanket	Each		
2.2b (ix)	Tool kit	Each		
2.2b (x)	Diver's knife and sheath	Each		
2.2b (xi)	Manufacturers Service Manual	Each		
2.2b (xii)	Tow Rope	Each		
2.2b (xiii)	Fire extinguisher	Each		
2.2b (xiv)	Fog horn	Each		
2.2b (xv)	4Kg Bruce Anchor with a 5m chain and rope to be supplied	Each		
2.2b (xvi)	Handheld Marine VHF Radio - supply two handheld where the vessel does not provide for a fitted radio. (including ICASA licensing for the duration of contract)	Each		
2.3	Optional Extras			
2.3a	Full Maintenance Plan (0-1000hrs)	Each		
2.3b	Service plan (0-1000hrs)	Each		
2.3c	Warranty plan (Additional two years)	Each		
	Total Price (Excl. VAT)			R

Item No.	Description	Unit of Measure	Delivery Period In weeks from the date of the purchase order	Net Price Delivered (Excluding Vat) in Rands
	Main item			
3.1	Jet Ski	Each		
	Sub-items			
3.2	Single Jet Ski Trailer	Each		
3.3a	Twin Jet Ski Trailer			
3.3b	SAMSA compliant Accessory Pack	Each		
3.2b (i)	Small first aid kit and book	Each		
3.2b (ii)	1 x hand-held flare	Each		
3.2b (iii)	1 x Personal Signal Launcher shot	Each		
3.2b (iv)	1 x orange smoke flare	Each		
3.2b (v)	Signal mirror	Each		
3.2b (vi)	Hand-held compass	Each		
3.2b (vii)	Torch, batteries and spare bulb	Each		
3.2b (viii)	Space blanket	Each		
3.2b (ix)	Tool kit	Each		
3.2b (x)	Diver's knife and sheath	Each		
3.2b (xi)	Manufacturers Service Manual	Each		
3.2b (xii)	Tow Rope	Each		
3.2b (xiii)	Fire extinguisher	Each		
3.2b (xiv)	Fog horn	Each		
3.2b (xv)	4Kg Bruce Anchor with a 5m chain and rope to be supplied	Each		
3.2b (xvi)	Handheld Marine VHF Radio - supply two handheld where the vessel does not provide for a fitted radio. (including ICASA licensing for the duration of contract)	Each		
3.4	Optional Extras			
3.4a	Full Maintenance Plan (0-1000hrs)	Each		
3.4b	Service plan (0-1000hrs)	Each		
3.4c	Warranty plan (Additional two years)	Each		
	Total Price (Excl. VAT)			R

Item No.	Description	Unit of Measure	Delivery Period In weeks from the date of the purchase order	Net Price Delivered (Excluding Vat) in Rands
	Main item			
4.1	Large Semi-Rigid Inflatable Vessel inclusive of 950 cc engine	Each		
	Sub-items			
4.2	Large Semi-Rigid Inflatable Vessel Trailer	Each		
4.3	Optional Extras			
4.3a	Full Maintenance Plan (0-1000hrs)	Each		
4.3b	Service plan (0-1000hrs)	Each		
4.3c	Warranty plan (Additional two years)	Each		
	Total Price (Excl. VAT)			R

Item No.	Description	Unit of Measure	Delivery Period In weeks from the date of the purchase order	Net Price Delivered (Excluding Vat) in Rands
	Main item			
5.1	Inflatable Rubber Boat (IRB) Surf inclusive of 500 cc engine	Each		
	Sub-items			
5.2a	Inflatable Rubber Boat (IRB) Surf inclusive of 500 cc engine Trailer	Each		
5.2b	SAMSA compliant Accessory Pack	Each		
5.2b (i)	Small first aid kit and book	Each		
5.2b (ii)	1 x hand-held flare	Each		
5.2b (iii)	1 x Personal Signal Launcher shot	Each		
5.2b (iv)	1 x orange smoke flare	Each		
5.2b (v)	Signal mirror	Each		
5.2b (vi)	Hand-held compass	Each		
5.2b (vii)	Lifejackets (as indicated item 13 as per the end users request)	Each		
5.2b (viii)	Space blanket	Each		
5.2b (ix)	Tool kit	Each		
5.2b (x)	Two paddles/oars	Each		
5.2b (xi)	Diver's knife and sheath	Each		
5.2b (xii)	Double-action foot or hand pump and flexible hose connection	Each		
5.2b (xiii)	Pressure gauge marked to show correct inflation	Each		
5.2b (xiv)	Motor safety cable	Each		
5.2b (xv)	Engine Kill switch X2	Each		
5.2b (xvi)	Emergency repair kit with instructions	Each		
5.2b (xvii)	Manufacturers Service Manual	Each		
5.2b (xviii)	Tow Rope	Each		
5.2b (xix)	Plastic 25LT petrol tank with fuel hose with priming bulb and bionet fittings complete with life line	Each		

5.2b (xx)	Fire extinguisher	Each		
5.2b (xxi)	Fog horn	Each		
5.2b (xxii)	4kg Bruce Anchor, 5m chain and rope	Each		
5.2b (xxiii)	Bung plug	Each		
5.3	Optional Extras			
5.3a	Full Maintenance Plan (0-1000hrs)	Each		
5.3b	Service plan (0-1000hrs)	Each		
5.3c	Warranty plan (Additional two years)	Each		
	Total Price (Excl. VAT)			R

Item No.	Description	Unit of Measure	Delivery Period In weeks from the date of the purchase order	Net Price Delivered (Excluding Vat) in Rands
	Main item			
6.1	Landing Craft Vessel	Each		
	Sub-items			
6.2	Landing Craft Vessel Trailer	Each		
6.3	Optional Extras			
6.3a	Full Maintenance Plan (0-1000hrs)	Each		
6.3b	Service plan (0-1000hrs)	Each		
6.3c	Warranty plan (Additional two years)	Each		
	Total Price (Excl. VAT)			R

Item No.	Description	Unit of Measure	Delivery Period In weeks from the date of the purchase order	Net Price Delivered (Excluding Vat) in Rands
	Main item			
7.1	Rigid Hull Vessel	Each		
	Sub-items			
7.2	Rigid Hull Vessel Trailer	Each		
7.3	Optional Extras			
7.3a	Full Maintenance Plan (0-1000hrs)	Each		
7.3b	Service plan (0-1000hrs)	Each		
7.3c	Warranty plan (Additional two years)	Each		
	Total Price (Excl. VAT)			R

Item No.	Description	Unit of Measure	Delivery Period In weeks from the date of the purchase order	Net Price Delivered (Excluding Vat) in Rands
	Main item			
8.1	Rescue Utility Craft	Each		
	Total Price (Excl. VAT)			R
	Sub-items			
8.2	Rescue Utility Craft Trailer	Each		
8.3	Optional Extras			
8.3a	Full Maintenance Plan (0-1000hrs)	Each		
8.3b	Service plan (0-1000hrs)	Each		
8.3c	Warranty plan (Additional two years)	Each		
	Total Price (Excl. VAT)			R

Item No.	Description	Unit of Measure	Delivery Period In weeks from the date of the purchase order	Net Price Delivered (Excluding Vat) in Rands
	Main item			
9.1	Rapid Deployment Rescue Inflatable Raft	Each		
	Total Price (Excl. VAT)			R

Item No.	Description	Unit of Measure	Delivery Period In weeks from the date of the purchase order	Net Price Delivered (Excluding Vat) in Rands
	Main item			
10.1	Anchor	Each		
	Total Price (Excl. VAT)			R

Item No.	Description	Unit of Measure	Delivery Period In weeks from the date of the purchase order	Net Price Delivered (Excluding Vat) in Rands
	Main item			
11.1	Electric High Volume Pump	Each		
	Total Price (Excl. VAT)			R

Item No.	Description	Unit of Measure	Delivery Period In weeks from the date of the purchase order	Net Price Delivered (Excluding Vat) in Rands
	Main item			
12.1	Water Rescue Personal Flotation Device	Each		
	Total Price (Excl. VAT)			R

Item No.	Description	Unit of Measure	Delivery Period In weeks from the date of the purchase order	Net Price Delivered (Excluding Vat) in Rands
	Main item			
13.1	Emergency Water Rescue Strobe	Each		
	Total Price (Excl. VAT)			R

Item No.	Description	Unit of Measure	Delivery Period In weeks from the date of the purchase order	Net Price Delivered (Excluding Vat) in Rands
	Main item			
14.1	Rescue Throw lines and bags	Each		
	Total Price (Excl. VAT)			R

Item No.	Description	Unit of Measure	Delivery Period In weeks from the date of the purchase order	Net Price Delivered (Excluding Vat) in Rands
	Main item			
15.1	Rescue Torpedo Buoy	Each		
	Total Price (Excl. VAT)			R

Item No.	Description	Unit of Measure	Delivery Period In weeks from the date of the purchase order	Net Price Delivered (Excluding Vat) in Rands
	Main item			
16.1	Search and Rescue Swimmer Shortfins	Each		
	Total Price (Excl. VAT)			R

Item No.	Description	Unit of Measure	Delivery Period In weeks from the date of the purchase order	Net Price Delivered (Excluding Vat) in Rands
	Main item			
17.1	Whistle and Tether	Each		
	Total Price (Excl. VAT)			R

Item No.	Description	Unit of Measure	Delivery Period In weeks from the date of the purchase order	Net Price Delivered (Excluding Vat) in Rands
	Main item			
18.1	Water Rescue Knife	Each		
	Total Price (Excl. VAT)			R

Item No.	Description	Unit of Measure	Delivery Period In weeks from the date of the purchase order	Net Price Delivered (Excluding Vat) in Rands
	Main item			
19.1	Rescue Swimmer Goggles	Each		
	Total Price (Excl. VAT)			R

Item No.	Description	Unit of Measure	Delivery Period In weeks from the date of the purchase order	Net Price Delivered (Excluding Vat) in Rands
	Main item			
20.1	Multi-Purpose Rescue Helmet	Each		
	Total Price (Excl. VAT)			R

Item No.	Description	Unit of Measure	Delivery Period In weeks from the date of the purchase order	Net Price Delivered (Excluding Vat) in Rands
	Main item			
21.1	50 Horse Power Outboard Motor (4 stroke)	Each		
	Total Price (Excl. VAT)			R

Item No.	Description	Unit of Measure	Delivery Period In weeks from the date of the purchase order	Net Price Delivered (Excluding Vat) in Rands
	Main item			
22.1	60 Horse Power Outboard Motor (4 stroke)	Each		
	Total Price (Excl. VAT)			R

Item No.	Description	Unit of Measure	Delivery Period In weeks from the date of the purchase order	Net Price Delivered (Excluding Vat) in Rands
	Main item			
23.1	80 Horse Power Outboard Motor (4 stroke)	Each		
	Total Price (Excl. VAT)			R

Item No.	Description	Unit of Measure	Delivery Period In weeks from the date of the purchase order	Net Price Delivered (Excluding Vat) in Rands
	Main item			
24.1	90 Horse Power Outboard Motor (4 stroke)	Each		
	Total Price (Excl. VAT)			R

Item No.	Description	Unit of Measure	Delivery Period In weeks from the date of the purchase order	Net Price Delivered (Excluding Vat) in Rands
	Main item			
25.1	130-140 Horse Power Outboard Motor (4 stroke)	Each		
	Total Price (Excl. VAT)			R

Item No.	Description	Unit of Measure	Delivery Period In weeks from the date of the purchase order	Net Price Delivered (Excluding Vat) in Rands
	Main item			
26.1	150-160 Horse Power Outboard Motor (4 stroke)	Each		
	Total Price (Excl. VAT)			R

Item No.	Description	Unit of Measure	Delivery Period In weeks from the date of the purchase order	Net Price Delivered (Excluding Vat) in Rands
	Main item			
27.1	Jet Drive 60HP Outboard Motor	Each		
	Total Price (Excl. VAT)			R

C.5 SPECIFICATION(S)

SECTION A

1 GENERAL SPECIFICATIONS

- 1.1 This tender is for the supply and delivery of various vessels and marine equipment conforming to the technical specification below. All vessels and equipment to be compliant to the :
- a) Occupational Health & Safety Act No. 85 OF 1993, and Regulations
 - b) National Environmental Management Waste Act (NEMWA) 59 of 2008
 - c) Environmental Conservation Act 73 of 1989, and Regulations
 - d) SAMSA Marine Notice No. 20 of 2018.
 - e) SAMSA Marine Notice No. 8 of 2012
 - f) As well all relevant SAMSA marine notices
 - g) Vessels to be supplied with a buoyancy certificate and LGSC (Local General Safety Certificate) as it relates to "Merchant Shipping (National small vessel safety) Regulation of 2007- in conjunction with SAMSA small vessel Notice 13" Quality management systems- (ISO standards) to relate and be aligned with all SAMSA regulation as it relates to building of small vessels
 - h) Merchant shipping Act, 1951 (Act 57 of 1951)
 - i) National Small Vessel Safety Regulations 2007.
 - j) RSA Mil Std 32: Technical manuals and drawings
 - k) All vessels tendered for must be supplied with all relevant required LGSC (Local General Safety Certificate) items.
 - l) All vessels tendered for must be supplied with all relevant SAMSA required items as per SAMSA Safety Survey Checklists (SUR-701-02-01 Version 1.0 - 2023).
- 1.2 Tenderers may tender for any item(s) of choice **and submit the relevant technical specification sheet or brochure with technical specifications for the tendered item(s) upon request.**
- 1.3 All vessels supplied shall be new vessels, not previously registered, licensed, or placed into service, and shall qualify as "new" under the *Merchant Shipping Act, 1951 (Act No. 57 of 1951)*, as amended, and the SAMSA Small Vessel Regulations. The first registration of each vessel shall be effected in the name of the City of Cape Town as the registered owner. Under no circumstances shall an ex-demonstration, refurbished, re-registered, or previously commissioned vessel be accepted.
- 1.4 All vessels must be delivered in a fully seaworthy condition and be fully compliant with all applicable SAMSA statutory requirements for the class, size, propulsion type, and intended operational category of the vessel.
- Upon delivery, each vessel shall be accompanied by, at minimum, the following original or certified documentation suitable for SAMSA audit and verification:
- Valid SAMSA Certificate of Fitness (CoF) or proof of successful survey where a CoF is pending final issuance;
 - Proof of registration reflecting the City of Cape Town as the registered owner;
 - Applicable licence documentation;
 - Clearly and permanently affixed registration markings and identification numbers, displayed in accordance with SAMSA regulations and survey requirements.
- Delivery shall be made to the City of Cape Town's designated site, with the vessel ready for immediate inspection, commissioning, and operational use.
- 1.5 The tenderer shall have access to fully equipped marine maintenance and repair facilities located within the geographical boundaries of the City of Cape Town, suitable for inspection by the City and, where applicable, SAMSA. The facilities and technical capability must be sufficient to support ongoing SAMSA Certificate of Fitness renewals, audits, and compliance inspections. To the extent that any warranty plan extending beyond the contract period, the supplier shall ensure that such facilities are located and accessible within the geographical boundaries of the

City of Cape Town until such warranty obligations have been fulfilled (Refer to Clause 36 of the Special Conditions of Contract).

1.6 The tenderer shall guarantee the availability of a full range of manufacturer approved spare parts for hulls, propulsion systems, steering, controls, and critical safety equipment.

Spare parts shall be:

- Available ex stock within forty eight (48) hours of request; or
- Supported by a clearly defined and SAMSA acceptable supply chain where ex stock is not possible.

1.7 Each vessel shall be delivered with not less than one quarter ($\frac{1}{4}$) of a tank of fuel, sufficient to allow for sea trials; functional testing; and initial operational readiness, without compromising safety or SAMSA compliance

1.8 Applicable Documents

- The contractor shall comply with the following documents when manufacturing the vessel to the extent specified herein:
- It shall be the responsibility of the Service Provider to obtain the most recent copies of the relevant editions of the Standards and Specification documents referred to in this document.
- The Service Provider shall also obtain copies of these Standards in order to complete the works, which are available from the South African Bureau of Standards.

1.9 Applicable Standards

No.	Standard Reference	Title / Description
1	ISO 10087:2022	Small craft — Craft identification — Coding system
2	ISO 10088:2022	Small craft — Permanently installed fuel systems
3	ISO 10133: 2012	Small Craft- Electrical systems – Extra low voltage dc
4	ISO 10239:2025	Small craft — Liquefied petroleum gas (LPG) systems
5	ISO 10240:2022	Small craft — Owner's manual
6	ISO 10592	Remote Hydraulic Steering Systems
7	ISO 11105	Ventilation of Petrol Engine/Tank Compartments
8	ISO 11547	Start-in-gear Protection
9	ISO 11591:2020	Small craft — Field of vision from the steering position
10	ISO 11592-1	Max Power Rating (Hull length < 8 m)
11	ISO 11592-2	Max Power Rating (Hull length 8 m to 24 m)
12	ISO 11812:2020	Small craft — Watertight or quick-draining recesses and cockpits
13	ISO 12215-1	Hull Construction — Thermosetting resins, glass-fibre, laminates
14	ISO 12215-2: 2002	Small craft -Hull construction and scantlings -Part 2: Materials: Core material for sandwich construction, embedded materials
15	ISO 12215-3	Hull Construction — Steel, aluminium alloys, wood
16	ISO 12215-4: 2002	Small craft – Hull construction and scantlings – Part 4: Workshop and Manufacturing
17	ISO 12215-5:2019	Hull construction and scantlings — Part 5: Design pressures
18	ISO 12215-6: 2008	Small craft – Hull construction and scantlings – Part 6: Structural arrangements and details
19	ISO 12216: 2002	Small craft – Windows, portlights, hatches, deadlights and doors – Strength and Water tightness requirements
20	ISO 12217-1:2022	Stability and buoyancy assessment — Part 1: Non-sailing ≥ 6 m
21	ISO 13297:2020	Electrical systems — Alternating and direct current installations
22	ISO 13590:2022	Personal watercraft — Construction and system installation
23	ISO 14945:2021	Small craft — Builder's plate

24	ISO 14946	Maximum Load Capacity
25	ISO 15083	Bilge-Pumping Systems
26	ISO 15084	Anchoring, Mooring and Towing – Strong Points
27	ISO 15085	Man-Overboard Prevention and Recovery
28	ISO 16315:2026	Small craft — Electrical systems used for electrical propulsion
29	ISO 1817: 2015	Rubber, vulcanized or thermoplastic _ Determination of the effects of liquids.
30	ISO 21487	Permanently Installed Petrol and Diesel Fuel Tanks
31	ISO 23411	Steering Wheels
32	ISO 23625:2025	Small craft — Lithium-ion batteries
33	ISO 2411	Rubber and Fabrics Coating Adhesion
34	ISO 25197	Electrical/electronic control systems (Steering/Shift/Throttle)
35	ISO 3011: 1994	Rubber-or plastics-coated fabrics – Determination of resistance to ozone cracking under static conditions.
36	ISO 4566:1992	Small craft with inboard engine — Propeller shaft ends and bosses with 1:10 taper
37	ISO 4674-1	Rubber and Fabrics Tear Methods
38	ISO 4675	Rubber- or Plastics-Coated Fabrics — Low-Temperature Bend Test
39	ISO 6017:2024	Small craft — Automatic watertight ventilation shutdown system
40	ISO 6185-1:2001	Inflatable boats — Part 1: Boats with a max motor power of 4,5 kW
41	ISO 6185-2:2001	Inflatable boats — Part 2: Boats with max motor power 4,5 kW to 15 kW
42	ISO 6185-3:2024	Inflatable boats — Part 3: Boats < 8 m with motor power ≥ 15 kW
43	ISO 6185-4:2011	Inflatable boats — Part 4: Boats 8 m to 24 m with motor power ≥ 15 kW
44	ISO 7840:2021	Small craft — Fire-resistant fuel hoses
45	ISO 8099-1:2018	Small craft — Waste systems — Part 1: Waste water retention
46	ISO 8099-2:2020	Small craft — Waste systems — Part 2: Sewage treatment systems
47	ISO 8469:2021	Small craft — Non-fire-resistant fuel hoses
48	ISO 8665:2006	Small craft — Marine propulsion internal combustion engines — Power
49	ISO 8665-2:2024	Small craft — Power measurements — Part 2: Electric marine propulsion
50	ISO 8666:2020	Small craft — Principal data
51	ISO 8845:1994	Small craft with inboard engine — Propeller shaft ends (1:16 taper)
52	ISO 8846:2025	Small craft — Electrical devices — Protection against ignition
53	ISO 8847:2021	Small craft — Steering gear — Cable over pulley systems
54	ISO 8848:2022	Small craft — Remote mechanical steering systems
55	ISO 8849:2020	Small craft — Electrically operated bilge pumps
56	ISO 9093:2020	Small craft — Seacocks and through-hull fittings
57	ISO 9094:2022	Small craft — Fire protection
58	ISO 9650-1:2022	Small craft — Inflatable liferafts — Part 1: Type 1 and type 2
59	Lloyds Register	Rules and Regulations for Special Service Craft

1.10 MATERIAL AND GLUE MUST COMPLY WITH AT LEAST THESE SPECIFIC STANDARDS AND BE CERTIFIED BY A NOTIFIED BODY.

- a) NFG 37114 permeability test
- b) ASTM A380: American Standard for Testing and Materials.
- c) ASTM D751 Low temp
- d) ASTM D751 FSTM 191/5041
- e) ASTM D751 FSTM 191/5960
- f) ASTM 751/A
- g) ASTM D751/B FSTM 5102
- h) ASTM FSTM 191/5134
- i) FSTM 191/5850
- j) NFJ 37825
- k) NFG 37119/1

1.11 OTHER

- a) Engineering Change Proposal form as previously supplied to a Govt or Law Enforcement customer.
- b) A Quality Assurance Build Data Pack
- c) Tenderer to conduct sea trials on all vessels tendered for and include this in the tendered price.
- d) In the event of conflict between any of the documents referenced herein and the contents of this specification, the contents of this specification shall be considered a superseding requirement. Where two or more requirements cover a particular item the more stringent of the requirements shall be considered the minimum.

1.12 COLOUR SCHEME AND BRANDING

- a) All reference to colour schemes and branding designs mentioned in the tender specification below is for guideline purposes only. Final colour schemes and branding designs will be supplied to the successful tenderers by the relevant City of Cape Town officials.

1.13 Ship Station License Application Process

- a) The supplier shall expedite the application process for the ship station license, including the issuing of a Maritime Mobile Service Identity number (MMSI) on behalf of the City of Cape Town.
- b) It must be registered in the name of the City of Cape Town for a max period of 5 years. MMSI number needs to be programmed into the VHF radio correctly by the supplier (as it is difficult to rectify once captured incorrectly). This must be done on or before delivery of the vessel. A copy of the ship station license must be supplied on or before delivery of the vessel.
- c) The City shall provide the supplier with a proxy letter upon request or a month prior to the delivery of the vessel.

1.14 Full Maintenance Plan

A full maintenance plan covering a period of up to 1000 hrs/ unlimited years must be offered as an optional extra in the Price Schedule.

The full maintenance plan must be based on service intervals of 250hrs. Full details of such service plan must be supplied with the tender document.

The full maintenance plan must be inclusive of the following:

- all services and repair costs.
- all labour costs and parts.
- Travel costs to and from the vessels, up to a distance of 100km each way.
- Oil wear analysis must be included for every service provided.
- Machine condition reports must be provided identifying any defects as well as the general condition of the machine.
- Report to be provided of all tasks completed.
- Inspection and service reports to be provided.

1.15 Service Plan

The Supplier shall provide a comprehensive service plan for all small craft vessels, including scheduled services at manufacturer-recommended intervals (0-1000 hrs) or every 250 operating hours/quarterly, with a major annual service and survey preparation inspection. All labour, replacement parts, lubricants, filters, safety equipment components, and consumables required during routine maintenance and repairs shall be supplied by the Supplier. The service plan shall ensure vessel safety, reliability, regulatory compliance, and readiness for SAMSA inspections through preventative maintenance, defect rectification, and maintenance record management.

SECTION B

Item 1.1	Jet Rib inclusive of 1000 cc engine
The Jet Rib vessel is a partial hull / deck and pontoon that is bonded to a Personal Water Craft (PWC) in such a way as to form a complete new craft that is a hybrid between a PWC and an inflatable boat. The JetRib vessel is a high speed rescue craft used for various lifesaving operations, in particular to negotiate the surf and reach a patient in difficulty. For the purposes of surf lifesaving, the Jet Rib vessel must be able to meet the following operational requirements:	
No.	Operational Requirements
1.1.1.1	Occupational health and safety requirements
1.1.1.2	Have appropriate mechanisms to easily and safely manually handle
1.1.1.3	Not have any sharp edges or materials that will cause injury to the user
1.1.1.4	Offer the user efficiency and stability when negotiating surf conditions
1.1.1.5	High speed manoeuvrability in white water
1.1.1.6	Low speed manoeuvrability
1.1.1.7	Efficient operation in shallow waters
1.1.1.8	Be suitable and durable for beach and surf conditions
1.1.1.9	Easily and safely launched/retrieved by two (2) persons
1.1.1.10	Easily and safely operated by one (1) person
1.1.1.11	Tow a SAMSA approved rescue sled with at least two (2) persons on the sled.
1.1.1.12	Have operational and maintenance instructions supplied with each unit including a suitable 'roll-over procedure'
1.1.1.13	Comfort for long periods of operation.
No.	Engine Requirements
1.1.1.14	Propulsion Type: Water Jet
1.1.1.15	Engine Type: 4 Cylinder 4 Stroke
1.1.1.16	Engine Displacement: 1000cc (minimum)
1.1.1.17	Max Power Output: 120 HP
1.1.1.18	Max Speed: 40kn – 45kn
1.1.1.19	Fuel Tank capacity: 50 litres (minimum)
1.1.1.20	It must have thrust vectering device (automatic reverse bucket mechanism) or equivalent
No.	Structural Requirements
1.1.1.21	Length: 3.45 m (minimum)
1.1.1.22	Beam: 1.77 m (minimum)
1.1.1.23	Crew capacity: 3 adults (minimum)
1.1.1.24	Number of occupants: 1 adult (minimum)
1.1.1.25	Minimum Buoyancy: 1200lt
1.1.1.26	Hull: GRP composite, Semi V shape
1.1.1.27	Pontoon: 1670 Dtex ORCA or CSM(chlorosulphonated polyethylene rubber or equivalent fabric impression
1.1.1.28	Build Standard: ISO 13590
1.1.1.29	Total dry weight (maximum): 400 kg
1.1.1.30	Payload (minimum): 150kg (Payload = GVM/Max dry weight - empty weight) ~EW = 250kg
No.	Construction of Hull and Deck
1.1.1.31	The construction of the hull, deck and wear plate is GRP composite using recognised standards approved materials only. A double layer blue and red of marine grade epoxy coating shall be added on the whole hull of the vessel.
1.1.1.32	The construction method is both hand-layup and vacuum bagging, as appropriate to the part. Gelcoat, CSM and Bi-ax cloths and Polyester resins are the main materials used. Sandwich construction uses 100 density foam sheet in a composite lay-up for the deck.

1.1.1.33	Assembly and fitting to the PWC is done using chemical bonds only – the integrity of the PWC is in no way compromised and its buoyancy remains fully intact.
1.1.1.34	The final assembly is done in a jig to ensure proper alignment of all components.
1.1.1.35	The RWC (Rescue Water Craft) must be constructed and manufactured in accordance with ISO standard for construction of jet skis.
1.1.1.36	The hull must have a central towing point at the rear of the craft with the ability to have additional stabilising points on the outer extremities.
1.1.1.37	The RWC must have a towing hitch and is recommended an operator handling strap be attached to this.
1.1.1.38	It is recommended RWCs are fitted with a keel guard to the underside of the RWC along the centre line to protect hull from general wear and tear and running the RWC up the beach. The keel guard should run from below the front tow hook to the water intake (grill).
1.1.1.39	It is recommended that RWCs be fitted with straps to prevent front bonnet, glove compartment and seat from dislodging.
No.	Construction of Pontoon
1.1.1.40	The pontoon is constructed from high quality 1670 Dtex ORCA or CSM(chlorosulphonated polyethylene rubber or equivalent fabric impression. It is fitted with adequate handholds as standard.
1.1.1.41	The pontoon to have a minimum of 4 equal and separate compartments. The SAMSA requirements for buoyancy are exceeded and the craft will float, fully loaded, with two compartments deflated.
1.1.1.42	The propulsion system must be of jet pump type with axial flow and of a single stage, with stainless steel impellor. It must have a direct drive transmission and be made from materials which limits saltwater corrosion. It must be a suitable design and be able to operate in extreme conditions and be able to be replenished at minimum cost.
1.1.1.43	The water intake grill must be properly installed and blend in with the inlet flow restrictions. The water inlet and ride plate surfaces should be sealed and blended. Scoop grates or similar are dangerous and are not to be fitted on any RWC.
1.1.1.44	The system should also encompass a vacuum or electric operated bilge system. Electric operated bilge system may be used as a secondary bilge system.
1.1.1.45	Engine Kill Switch
No.	Standards Compliance
1.1.1.46	The craft meets the standards as outlined in C5 Section A Clause 1.9
No.	Instrumentation
	The Jet Rib vessel must have the following digital instrumentation:
1.1.1.47	Tachometer
1.1.1.48	Oil Pressure Gauge
1.1.1.49	Speedometer
1.1.1.50	Hour Meter
1.1.1.51	Temperature Warning Type
1.1.1.52	Fuel Level Warning Type
1.1.1.53	Service Reminder
1.1.1.54	Voltage Meter
1.1.1.55	Trim Indicator Type
No.	Features
1.1.1.56	The RWC shall contain the following features but not limited to: water (open loop) cooling, electric starter, petrol unleaded 95 fuel type, kill switch or tether cord, direct drive transmission, reverse capability, lanyard system available for safety purposes.

No.	Warranty
1.1.1.57	The contractor shall provide the following warranties:
1.1.1.58	Five year limited warranty for the hull structure excluding fair wear and tear and abuse.
1.1.1.59	Five years limited warranty for the ORCA1670 Dtex ORCA or Hypalon or equivalent
1.1.1.60	Fabric supplied excluding fair wear and tear and abuse.
1.1.1.61	Three-year limited warranty for the engines under commercial use excluding abuse and/or fair wear and tear.
1.1.1.62	12 months for all electronics and other general items excluding abuse and/or fair wear and tear.
1.1.1.63	12 months against manufacturing defects and poor workmanship.
1.1.1.64	The warranty provision shall exclude user accidents, mishandling, abuse and/or fair wear and tear.
No.	Delivery
1.1.1.65	The Jet Rib vessel must be seaworthy by the South African Maritime Safety Authority (SAMSA). Proof of compliance must be supplied on delivery of the Jet Rib vessel. The vessel must be supplied with a suitable weather protective fitted cover for the boat and engine.
No.	Accessories
	Accessory bag with the following items included:
1.1.1.66	Small first aid kit and book
1.1.1.67	1 x hand-held flare
1.1.1.68	1 x Personal Signal Launcher shot
1.1.1.69	1 x orange smoke flare
1.1.1.70	Signal mirror
1.1.1.71	Hand-held compass
1.1.1.72	Torch, batteries and spare bulb
1.1.1.73	Space blanket
1.1.1.74	Tool kit
1.1.1.75	Diver's knife and sheath
1.1.1.76	Manufacturers Service Manual
1.1.1.77	Tow Rope
1.1.1.78	Fire extinguisher
1.1.1.79	Fog horn
1.1.1.80	4Kg Bruce Anchor with a 5m chain and rope to be supplied
1.1.1.81	Handheld Marine VHF Radio -supply two handheld where the vessel does not provide for a fitted radio. (including ICASA licensing for the duration of contract)
Sub-Item 1.2	Jet Rib 1000 cc Trailer
No.	Specification
1.2.1.1	Single Axle 1.5 Ton Utility – Braked with approximately 2.3m track on the trailer 4.2m x 2.3m x 92cm
1.2.1.2	All trailers provided need to lawfully comply with the National Road Traffic Act and the SABS requirements. Only high quality "A" grade galvanised steel must be used and all components and SABS approved. All trailers need to conform to SABS Specifications and NATIS Registered – SANS 13590:2008 (ISO 13590 : 2008) .
1.2.1.3	Jockey wheel and winch to be included on trailer as per photo below.
1.2.1.4	Name plate and number plate to be supplied with the trailer.
1.2.1.5	Waterproof disk holder to be fitted to the trailer.
1.2.1.6	The trailer will be fitted with roller bunks and not wooden bunks - The roller bunks are adjustable to allow for differing hull shapes and the roller setup allows for smooth and effortless launching and retrieval.



Item 2.1	Jet Rib inclusive of 1800 cc engine
The Jet Rib vessel is a partial hull / deck and pontoon that is bonded to a Personal Water Craft (PWC) in such a way as to form a complete new craft that is a hybrid between a PWC and an inflatable boat. The JetRib vessel is a high speed rescue craft used for various lifesaving operations, in particular to negotiate the surf and reach a patient in difficulty. For the purposes of surf lifesaving, the Jet Rib vessel must be able to meet the following operational requirements:	
No.	Operational Requirements
2.1.1.1	Occupational health and safety requirements
2.1.1.2	Have appropriate mechanisms to easily and safely manually handle
2.1.1.3	Not have any sharp edges or materials that will cause injury to the user
2.1.1.4	Offer the user efficiency and stability when negotiating surf conditions
2.1.1.5	High speed manoeuvrability in white water
2.1.1.6	Low speed manoeuvrability
2.1.1.7	Efficient operation in shallow waters
2.1.1.8	Be suitable and durable for beach and surf conditions
2.1.1.9	Easily and safely launched/retrieved by two (2) persons
2.1.1.10	Easily and safely operated by one (1) person
2.1.1.11	Tow an SAMSA approved rescue sled with at least two (2) persons on the sled.
2.1.1.12	Have operational and maintenance instructions supplied with each unit including a suitable 'roll-over procedure'
2.1.1.13	Comfort for long periods of operation.
No.	Engine Requirements
2.1.1.14	Propulsion Type: Water Jet
2.1.1.15	Engine Type: 4 Cylinder 4 Stroke
2.1.1.16	Engine Displacement: 1800cc (minimum)
2.1.1.17	Max Power Output: 200 HP
2.1.1.18	Max Speed: 50kn – 70kn
2.1.1.19	Fuel Tank capacity: 50 litres (minimum)
2.1.1.20	It must have thrust vectering device (automatic reverse bucket mechanism) or equivalent
No.	Structural Requirements
2.1.1.21	Length: 3.45m (minimum)
2.1.1.22	Beam: 1.77m (minimum)
2.1.1.23	Crew capacity: 3 adults (minimum)
2.1.1.24	Number of occupants: 1 adult (minimum)
2.1.1.25	Minimum Buoyancy: 1200lt
2.1.1.26	Hull: GRP composite, Semi V shape
2.1.1.27	Pontoon: 1670 Dtex ORCA or CSM(chlorosulphonated polyethylene rubber or equivalent fabric impression
2.1.1.28	Build Standard: ISO 13590
2.1.1.29	Total dry weight (maximum): 400 kg
2.1.1.30	Payload (minimum): 150kg (Payload = GVM/Max dry weight - empty weight) ~EW = 250kg
No.	Construction of Hull and Deck
2.1.1.31	The construction of the hull, deck and wear plate is GRP composite using recognised standards approved materials only. A double layer blue and red of marine grade epoxy coating shall be added on the whole hull of the vessel.
2.1.1.32	The construction method is both hand-layup and vacuum bagging, as appropriate to the part. Gelcoat, CSM and Bi-ax cloths and Polyester resins are the main materials used. Sandwich construction uses 100 density foam sheet in a composite lay-up for the deck.

2.1.1.33	Assembly and fitting to the PWC is done using chemical bonds only – the integrity of the PWC is in no way compromised and its buoyancy remains fully intact.
2.1.1.34	The final assembly is done in a jig to ensure proper alignment of all components.
2.1.1.35	The RWC (Rescue Water Craft) must be constructed and manufactured in accordance with ISO standard for construction of jet skis.
2.1.1.36	The hull must have a central towing point at the rear of the craft with the ability to have additional stabilising points on the outer extremities.
2.1.1.37	The RWC must have a towing hitch and is recommended an operator handling strap be attached to this.
2.1.1.38	It is recommended RWCs are fitted with a keel guard to the underside of the RWC along the centre line to protect hull from general wear and tear and running the RWC up the beach. The keel guard should run from below the front tow hook to the water intake (grill).
2.1.1.39	It is recommended that RWCs be fitted with straps to prevent front bonnet, glove compartment and seat from dislodging.
No.	Construction of Pontoon
2.1.1.40	The pontoon is constructed from high quality 1670 Dtex ORCA or CSM(chlorosulphonated polyethylene rubber or equivalent fabric impression. It is fitted with adequate handholds as standard.
2.1.1.41	The pontoon to have a minimum of 4 equal and separate compartments. The SAMSA requirements for buoyancy are exceeded and the craft will float, fully loaded, with two compartments deflated.
2.1.1.42	The propulsion system must be of jet pump type with axial flow and of a single stage, with stainless steel impellor. It must have a direct drive transmission and be made from materials which limits saltwater corrosion. It must be a suitable design and be able to operate in extreme conditions and be able to be replenished at minimum cost.
2.1.1.43	The water intake grill must be properly installed and blend in with the inlet flow restrictions. The water inlet and ride plate surfaces should be sealed and blended. Scoop grates or similar are dangerous and are not to be fitted on any RWC.
2.1.1.44	The system should also encompass a vacuum or electric operated bilge system. Electric operated bilge system may be used as a secondary bilge system.
2.1.1.45	Engine Kill Switch
No.	Standards Compliance
2.1.1.46	The craft meets the standards as outlined in C5 Section A Clause 1.9
No.	Instrumentation
	The Jet Rib vessel must have the following digital instrumentation:
2.1.1.47	Tachometer
2.1.1.48	Oil Pressure Gauge
2.1.1.49	Speedometer
2.1.1.50	Hour Meter
2.1.1.51	Temperature Warning Type
2.1.1.52	Fuel Level Warning Type
2.1.1.53	Service Reminder
2.1.1.54	Voltage Meter
2.1.1.55	Trim Indicator Type
No.	Features
2.1.1.56	The RWC shall contain the following features but not limited to: water (open loop) cooling, electric starter, petrol unleaded 95 fuel type, kill switch or tether cord, direct drive transmission, reverse capability, lanyard system available for safety purposes.
No.	Warranty
2.1.1.57	The contractor shall provide the following warranties:
2.1.1.58	Five year limited warranty for the hull structure excluding fair wear and tear and abuse.
2.1.1.59	Five years limited warranty for the ORCA1670 Dtex ORCA or Hypalon or equivalent

2.1.1.60	Fabric supplied excluding fair wear and tear and abuse.
2.1.1.61	Three-year limited warranty for the engines under commercial use excluding abuse and/or fair wear and tear.
2.1.1.62	12 months for all electronics and other general items excluding abuse and/or fair wear and tear.
2.1.1.63	12 months against manufacturing defects and poor workmanship.
2.1.1.64	The warranty provision shall exclude user accidents, mishandling, abuse and/or fair wear and tear.
No.	Delivery
2.1.1.65	The Jet Rib vessel must be seaworthy by the South African Maritime Safety Authority (SAMSA). Proof of compliance must be supplied on delivery of the Jet Rib vessel. The vessel must be supplied with a suitable weather protective fitted cover for the boat and engine.
No.	Accessories
	Accessory bag with the following items included:
2.1.1.66	Small first aid kit and book
2.1.1.67	1 x hand-held flare
2.1.1.68	1 x Personal Signal Launcher shot
2.1.1.69	1 x orange smoke flare
2.1.1.70	Signal mirror
2.1.1.71	Hand-held compass
2.1.1.72	Torch, batteries and spare bulb
2.1.1.73	Space blanket
2.1.1.74	Tool kit
2.1.1.75	Diver's knife and sheath
2.1.1.76	Manufacturers Service Manual
2.1.1.77	Tow Rope
2.1.1.78	Fire extinguisher
2.1.1.79	Fog horn
2.1.1.80	4kg Bruce Anchor with a 5m chain and rope to be supplied
2.1.1.81	Handheld Marine VHF Radio - supply two handheld where the vessel does not provide a fitted radio. (including ICASA licensing for the duration of contract)
Sub-Item 2.2	Jet Rib 1800 cc Trailer
No.	Specification
2.2.1.1	Single Axle 1.5 Ton Utility – Braked with approximately 2.3m track on the trailer 4.2m x 2.3m x 92cm
2.2.1.2	All trailers provided need to lawfully comply with the National Road Traffic Act and the SABS requirements. Only high quality "A" grade galvanised steel must be used and all components and SABS approved. All trailers need to conform to SABS Specifications and NATIS Registered – SANS 13590:2008 (ISO 13590 : 2008) .
2.2.1.3	Jockey wheel and winch to be included on trailer as per photo below.
2.2.1.4	Name plate and number plate to be supplied with the trailer.
2.2.1.5	Waterproof disk holder to be fitted to the trailer.
2.2.1.6	The trailer will be fitted with roller bunks and not wooden bunks - The roller bunks are adjustable to allow for differing hull shapes and the roller setup allows for smooth and effortless launching and retrieval.



Item 3.1	Jet Ski
The Jet Ski vessel is a high speed rescue craft used for various lifesaving operations, in particular to negotiate the surf and to reach a patient in difficulty. It will be utilized to operate on inland waterways and along the coast line of the metropole, in particular the surf zone of the City of Cape Town Coast line. For the purposes of surf lifesaving, the Jet Ski vessel must be able to meet the following operational requirements:	
No.	Operational Requirements
3.1.1.1	Occupational health and safety requirements
3.1.1.2	Have appropriate mechanisms to easily and safely manually handle
3.1.1.3	Not have any sharp edges or materials that will cause injury to the user
3.1.1.4	Offer the user efficiency and stability when negotiating surf conditions
3.1.1.5	High speed manoeuvrability in white water
3.1.1.6	Low speed manoeuvrability
3.1.1.7	Efficient operation in shallow waters
3.1.1.8	Be suitable and durable for beach and surf conditions
3.1.1.9	Easily and safely launched/retrieved by two (2) persons
3.1.1.10	Easily and safely operated by one (1) person
3.1.1.11	Tow a SAMSA approved rescue sled with at least two (2) persons on the sled.
3.1.1.12	Have operational and maintenance instructions supplied with each unit including a suitable 'roll-over procedure'
3.1.1.13	Comfort for long periods of operation.
No.	Engine Requirements
3.1.1.14	Propulsion Type: Water Jet
3.1.1.15	Engine Type: 4 Cylinder 4 Stroke
3.1.1.16	Engine Displacement: 1800cc (minimum)
3.1.1.17	Max Power Output: 200 HP
3.1.1.18	Max Speed: 50kn – 70kn
3.1.1.19	Fuel Tank capacity: 50 litres (minimum)
3.1.1.20	It must have thrust vectering device (automatic reverse bucket mechanism) or equivalent
No.	Structural Requirements
3.1.1.21	Length: 3.45m (minimum)
3.1.1.22	Beam: 1.77m (minimum)
3.1.1.23	Crew capacity: 3 adults (minimum)
3.1.1.24	Number of occupants: 1 adult (minimum)
3.1.1.25	Minimum Buoyancy: 1200lt
3.1.1.26	Hull: GRP composite, Semi V shape
3.1.1.27	Build Standard: ISO 13590
3.1.1.28	Total dry weight (maximum): 400 kg
3.1.1.29	Payload (minimum): 150kg (Payload = GVM/Max dry weight - empty weight) ~EW = 250kg
No.	Construction of Hull and Deck
3.1.1.30	The construction of the hull, deck and wear plate is GRP composite using recognised standards approved materials only.
3.1.1.31	The construction method is both hand-layup and vacuum bagging, as appropriate to the part. Gelcoat, CSM and Bi-ax cloths and Polyester resins are the main materials used. Sandwich construction uses 100 density foam sheet in a composite lay-up for the deck.
3.1.1.32	Assembly and fitting to the PWC is done using chemical bonds only – the integrity of the PWC is in no way compromised and its buoyancy remains fully intact.
3.1.1.33	The final assembly is done in a jig to ensure proper alignment of all components.
3.1.1.34	The RWC must be constructed and manufactured in accordance with ISO standard for construction of jet skis.

3.1.1.35	The hull must have a central towing point at the rear of the craft with the ability to have additional stabilising points on the outer extremities.
3.1.1.36	The RWC must have a towing hitch and is recommended an operator handling strap be attached to this.
3.1.1.37	It is recommended RWCs are fitted with a keel guard to the underside of the RWC along the centre line to protect hull from general wear and tear and running the RWC up the beach. The keel guard should run from below the front tow hook to the water intake (grill).
3.1.1.38	It is recommended that RWCs be fitted with straps to prevent front bonnet, glove compartment and seat from dislodging.
3.1.1.39	Branding and Colour: The RWC must be red and yellow in colour with branding text of "SURF RESCUE" to be printed in red on the left and right sides. City of Cape Town logo to be displayed on the left and right sides of the RWC. Final design to be provided to successful vendor
3.1.1.40	A double layer blue and red of marine grade epoxy coating shall be added on the whole hull of the vessel
No.	Propulsion
	The propulsion system must be of jet pump type with axial flow and of a single stage, with stainless steel impellor. It must have a direct drive transmission and be made from materials which limits saltwater corrosion. It must be a suitable design and be able to operate in extreme conditions and be able to be replenished at minimum cost.
3.1.1.41	The water intake grill must be properly installed and blend in with the inlet flow restrictions. The water inlet and ride plate surfaces should be sealed and blended. Scoop grates or similar are dangerous and are not to be fitted on any RWC.
3.1.1.42	The system should also encompass a vacuum or electric operated bilge system. Electric operated bilge system may be used as a secondary bilge system.
3.1.1.43	Engine Kill Switch
No.	Standards Compliance
3.1.1.44	The craft meets the standards as outlined in C5 Section A Clause 1.9
No.	Instrumentation
	The Jet Ski vessel must have the following digital instrumentation:
3.1.1.45	Tachometer
3.1.1.46	Oil Pressure Gauge
3.1.1.47	Speedometer
3.1.1.48	Hour Meter
3.1.1.49	Temperature Warning Type
3.1.1.50	Fuel Level Warning Type
3.1.1.51	Service Reminder
3.1.1.52	Voltage Meter
3.1.1.53	Trim Indicator Type
No.	Features
3.1.1.54	The RWC shall contain the following features but not limited to: water (open loop) cooling, electric starter, petrol unleaded 95 fuel type, kill switch or tether cord, direct drive transmission, reverse capability, lanyard system available for safety purposes
No.	Warranty
	The contractor shall provide the following warranties:
3.1.1.55	Five year limited warranty for the hull structure excluding fair wear and tear and abuse.
3.1.1.56	Three-year limited warranty for the engines under commercial use excluding abuse and/or fair wear and tear.
3.1.1.57	12 months for all electronics and other general items excluding abuse and/or fair wear and tear.
3.1.1.58	12 months against manufacturing defects and poor workmanship.
3.1.1.59	The warranty provision shall exclude user accidents, mishandling, abuse and/or fair wear and tear.

No.	Delivery
3.1.1.60	The Jet Ski vessel must be seaworthy by the South African Maritime Safety Authority (SAMSA). Proof of compliance must be supplied on delivery of the Jet Rib vessel. The vessel must be supplied with a suitable weather protective fitted cover for the boat and engine.
No.	Accessories
	Accessory bag with the following items included:
3.1.1.61	Small first aid kit and book
3.1.1.62	1 x hand-held flare
3.1.1.63	1 x Personal Signal Launcher shot
3.1.1.64	1 x orange smoke flare
3.1.1.65	Signal mirror
3.1.1.66	Hand-held compass
3.1.1.67	Space blanket
3.1.1.68	Tool kit
3.1.1.69	Diver's knife and sheath
3.1.1.70	Manufacturers Service Manual
3.1.1.71	Tow Rope
3.1.1.72	Fire extinguisher
3.1.1.73	Fog horn
3.1.1.74	4Kg Bruce Anchor with a 5m chain and rope to be supplied
Sub-Item 3.2	Single Jet Ski Trailer
No.	Specification
	The successful bidder is to supply and deliver single Jet Ski Trailer, the primary function is to transport a maximum of one jet ski.
3.2.1.1	The successful bidder shall provide such tools/accessories as required by the operator for day-to-day operation of this equipment in the field.
3.2.1.2	All items shall have their first registration with respect to the National Road Traffic Act (Act 93 of 1996) (as Amended) in the name of the City of Cape Town such that their legal status is not "second hand"
No.	Trailer Dimensions
3.2.1.3	Length: 6000mm Width: 2500mm
No.	Quantity
3.2.1.4	The trailer shall accommodate both medium/large jets skis
No.	Ground Clearance
3.2.1.5	Minimum: 250mm Maximum: 350mm
No.	Trailer Material
3.2.1.6	Galvanised Mild Steel and coated with white corrosion protected.
No.	Chassis
3.2.1.7	Minimum 100x50x4mm mild steel rectangular tubing. Deck of trailer shall be covered with diamond mesh, dimensions.
No.	Axles
3.2.1.8	Single Full beam axle with brakes with a minimum load capacity of 1600kg. Axle shall be securely mounted with U-Bolts and 4 Hole Plate

No.	Trailer Suspension
3.2.1.9	Suitably sized Leaf Springs to accommodate the maximum GVM.
No.	Mud guard
3.2.1.10	Galvanised single wheel mud guard.
No.	Jockey Wheel
3.2.1.11	Single wheel to be fitted. Minimum diameter of 48mm. Minimum weight 150kg
No.	Tow hitch/coupler
3.2.1.12	Minimum 1300kg with brakes coupler, 50mm ball
No.	Towing Plug
3.2.1.13	7 pin N-type metal towing plug must be fitted
No.	Wheels
3.2.1.14	Minimum 13-inch-deep dish trailer galvanised wheels
No.	Tyres
3.2.1.15	Minimum 155 x 80 R13
No.	Spare Wheel
3.2.1.16	Full size Lockable spare wheel in front of the trailer.
No.	Axles
3.2.1.17	Single Full beam axle with brakes with a minimum load capacity of 1600kg. Axle shall be securely mounted with U-Bolts and 4 Hole Plate
No.	Brake and Indicator Lights size
3.2.1.18	180x95x55mm
No.	Reflectors
3.2.1.19	Red Triangle 150
No.	Reflectors Tape
3.2.1.20	Reflector tape shall be mounted all round in accordance with the relevant SANS regulations.
No.	Tie Down
3.2.1.21	Minimum of four Tie Down Ring Holders per jet ski
No.	Rollers
3.2.1.22	Heavy duty adjustable rollers to accommodate various hull design and allow for easy launch and retrieve of Jet Skis
No.	Winch
3.2.1.23	Heavy duty stainless steel hand gear winch with a 10m stainless steel wire for a minimum load capacity of 1000kg.
No.	GVM

3.2.1.24	Maximum 1000kg
No.	Payload
3.2.1.25	Minimum 600kg
No.	Other
3.2.1.18	Full specification & technical drawings to be submitted with offer
3.2.1.19	Minimum 12 months warranty to cover the entire trailer supplied
Sub-Item 3.3	Twin Jet Ski Trailer
No.	Specification
	The successful bidder is to supply and deliver twin Jet Ski Trailer, the primary function is to transport a maximum of two jet skis.
3.3.1.1	The successful bidder shall provide such tools/accessories as required by the operator for day-to-day operation of this equipment in the field.
3.3.1.2	All items shall have their first registration with respect to the National Road Traffic Act (Act 93 of 1996) (as Amended) in the name of the City of Cape Town such that their legal status is not "second hand"
No.	Trailer Dimensions
3.3.1.3	Length: 6000mm Width: 2500mm
No.	Quantity
3.3.1.4	The trailer shall accommodate two medium/large jets skis
No.	Ground Clearance
3.3.1.5	Minimum: 250mm Maximum: 350mm
No.	Trailer Material
3.3.1.6	Galvanised Mild Steel and coated with white corrosion protected.
No.	Chassis
3.3.1.7	Minimum 100x50x4mm mild steel rectangular tubing. Deck of trailer shall be covered with diamond mesh, dimensions.
No.	Axles
3.3.1.8	Single Full beam axle with brakes with a minimum load capacity of 1600kg. Axle shall be securely mounted with U-Bolts and 4 Hole Plate
No.	Trailer Suspension
3.3.1.9	Suitably sized Leaf Springs to accommodate the maximum GVM.
No.	Mud guard
3.3.1.10	Galvanised single wheel mud guard.
No.	Jockey Wheel
3.3.1.11	Single wheel to be fitted. Minimum diameter of 48mm. Minimum weight 150kg
No.	Tow hitch/coupler
3.3.1.12	Minimum 1300kg with brakes coupler, 50mm ball

No.	Towing Plug
3.3.1.13	7 pin N-type metal towing plug must be fitted
No.	Wheels
3.3.1.14	Minimum 13-inch-deep dish trailer galvanised wheels
No.	Tyres
3.3.1.15	Minimum 155 x 80 R13
No.	Spare Wheel
3.3.1.16	Full size Lockable spare wheel in front of the trailer.
No.	Brake and Indicator Lights size
3.3.1.17	180x95x55mm
No.	Reflectors
3.3.1.18	Red Triangle 150
No.	Reflectors Tape
3.3.1.19	Reflector tape shall be mounted all round in accordance with the relevant SANS regulations.
No.	Tie Down
3.3.1.20	Minimum of four Tie Down Ring Holders per jet ski
No.	Rollers
3.3.1.21	Heavy duty adjustable rollers to accommodate various hull design and allow for easy launch and retrieve of Jet Skis
No.	Winch
3.3.1.22	Heavy duty stainless steel hand gear winch with a 10m stainless steel wire for a minimum load capacity of 1000kg.
No.	GVM
3.3.1.23	Maximum 1600kg
No.	Payload
3.3.1.24	Minimum 1200kg
No.	Other
3.3.1.25	Full specification & technical drawings to be submitted with offer
	Minimum 12 months warranty to cover the entire trailer supplied

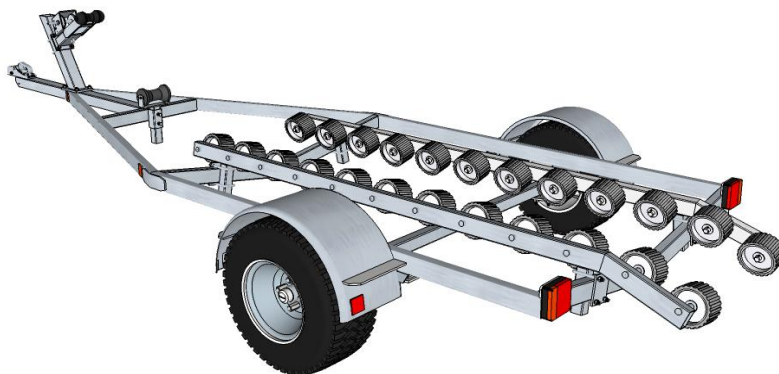


SIDE:

SURF RESCUE

TOP/FRONT:

SIDE:



Item 4.1	Large Semi-Rigid Inflatable Vessel inclusive of 950 cc engine
The large semi-rigid inflatable vessel is a high speed rescue craft used for various lifesaving operations, in particular to negotiate the surf and reach a patient in difficulty. It will be utilized to operate on inland waterways and along the coast line of the metropole, in particular the surf zone of the City of Cape Town Coast line. The boat is intended as a stand alone platform forming part of a fleet of similar vessel and being compatible with vessels already in service with the City of Cape Town. The size, form, shape, fit and function of the boat shall correspond with the existing storage facilities for boats in the City of Cape Town.	
No.	Engine Requirements
4.1.1.1	Propulsion: Outboard Motor Propeller
4.1.1.2	Engine Type: 4 Cylinder 4 Stroke
4.1.1.3	Engine Displacement: 950cc per motor (minimum)
4.1.1.4	Max Power Output: 150 HP per motor (minimum)
4.1.1.5	Max Speed: 40 kn (minimum)
4.1.1.6	Fuel Tank Capacity: 100 litres (minimum)
No.	Propulsion
4.1.1.7	Propulsion shall be by means of a pair of a minimum 150 HP selective rotation four-stroke outboard
4.1.1.8	Engines with low water pick up, selective rotation is preferred to minimise down time for spares or when transferring equipment between vessels.
4.1.1.9	Electronic Fuel injection shall be the preferred delivery method.
4.1.1.10	An option for a laptop-based engine diagnostic system shall be supplied to assist the client to Self- diagnose problems in an emergency.
4.1.1.11	A complete kit shall be supplied for the vessel and shall be considered a turnkey sub system.
4.1.1.12	The engine shall have an approximate 760mm transom height.
4.1.1.13	The engines shall be the current model, new and unused, they shall carry a minimum warranty period of 12 months with an option for a further 24 months.
4.1.1.14	The remote control shall be a top mount type.
4.1.1.15	The engines shall have a dead man's switch which shall stop the engines in the case the coxswain falls overboard or leaves his station.
4.1.1.16	The engines shall be controlled by a non-power assisted hydraulic helm bull horn steering cylinder.
4.1.1.17	The steering shall be Hydrive or equivalent as per other vessels in the CCT fleet.
4.1.1.18	There shall be a stainless-steel tie bar between the engines and one engine and shall have an emergency steering assembly.
No.	Performance Requirements
4.1.1.19	Hull Type: Deep vee mono hull.
4.1.1.20	Colour: Red
4.1.1.21	Length: 6750 mm +/- 250 mm
4.1.1.22	Beam: 2350 mm +/- 250 mm
4.1.1.23	Material: GRP composite (Hnad Laid)
4.1.1.24	Fuel Tank: Not less than 90 litre Polyethylene fuel tank to be mounted underdeck
4.1.1.25	The hull shall have a minimum of three strakes per side.
4.1.1.26	The hull shall have a hard chine type planning surface under the pontoon.
4.1.1.27	The hull shall have a semi- circular flange to carry the Hypalon pontoon.
4.1.1.28	The hull shall have a composite transom consisting of GRP and WBP marine ply.
4.1.1.29	The transom shall be sized to accept a minimum of 2 x 150 HP engines.
4.1.1.30	The hull deck and transom shall be physically bonded together with a wet matrix of GRP and loaded during curing.
4.1.1.31	The hull internal structure shall consist of a full height GRP top hat stiffener shall run the length of the vessel and shall form two longitudinal beams supported transversely by at least the same level of GRP top hat stiffener.
4.1.1.32	The GRP shall be the same colour as the rest of the GRP components.
4.1.1.33	The GRP shall have an external gelcoat finish to prevent osmosis and to give a uniform appearance. The gelcoat shall be applied in the mould before the GRP shin and shall be and chemically active before the GRP

	layers are added, thereby ensuring a homogenous GRP components skin.
4.1.1.34	The GRP hull shall have four heavy duty lifting points and the GRP shall have locally strength-ened to absorb any loads that may occur from the lifting process without detrimental effect.
4.1.1.35	The hull dead rise shall be a minimum of 22 degrees measured at the transom tapering forward to a sharp but balanced deep vee bow.
4.1.1.36	There shall be not be notches or grooves in the hull apart from the strakes and chines.
4.1.1.37	A minimum of 3200 g/m ² density fibreglass shall form the base skin.
4.1.1.38	The colour of the hull shall be yellow and red.
4.1.1.39	The vessel shall have a solid hull length overall of maximum of 7m.
4.1.1.40	The hull shall be fitted with a single set of polyethylene floatation foam which is inserted in all empty voids to increase damage stability.
4.1.1.41	All water entrained in the hull shall drain to a central point and be directed means of limber holes to the rear of the hull for extraction through a drain hole on the transom sealed by an expanding bung.
No.	Pontoon
4.1.1.42	Tube material: 1670 Dtex ORCA or CSM (chlorosulphonated polyethylene rubber) or equivalent fabric impression. PVC not considered equivalent material.
4.1.1.43	Crew capacity: 8 adults
4.1.1.44	No. of Compartments: 6 minimum
4.1.1.45	Buoyancy Diameter: 580mm +/- 30mm
4.1.1.46	The colour shall be available in two options namely: red and grey. User to specify required upon placement of purchase order.
4.1.1.47	The finish shall be fabric impression for a low visual signature.
4.1.1.48	All seams shall have a minimum of 30mm overlap.
4.1.1.49	All glues used on the manufacture of the pontoon shall be 100% compatible with the material prescribed above.
4.1.1.50	The deflation of any one compartment shall not cause another compartment to lose air.
4.1.1.51	The collar shall be 580 mm +/- 10 mm.
4.1.1.52	The pontoon shall have a minimum of 6 compartments.
4.1.1.53	Each compartment shall have an inflation/ deflation valve as well as an automatic over pres-sure relief valve. These shall be placed to prevent accidental dislodgement.
4.1.1.54	The pontoon shall have Hogging lines situated in the upper outer quarter of the pontoon top surface. The eyelets shall be stainless- steel and the rope will be soft to the touch (polyester) to prevent rope burns.
4.1.1.55	The pontoon shall have three rubbing strakes per side, from stem to stern.
4.1.1.56	Additional rubbing strakes shall be provided in the front quarter of the vessel. The bow shall have an additional pair of rubbing strakes, one above and below the full- length rubbing strakes. There shall also be a vertical anchor guide.
4.1.1.57	Non-skid rubber tread plates shall be fitted on the top of the pontoons every 500 mm and be 500 mm long. These shall act a sure- footed walkway for the crew.
4.1.1.58	A double action pump and a pontoon repair kit shall be provided.
4.1.1.59	The boat shall be capable of normal operations in sea state 4 and shall remain functional in the boat induced environment up to sea state 6.
4.1.1.60	The mechanical fastening systems shall not degrade the inherent performance of the hull and outboard engines.
No.	Deck
4.1.1.61	The deck shall be a continuous one-piece moulding.
4.1.1.62	The deck shall have a non-skid pattern moulded into the gelcoat surface.
4.1.1.63	The deck surface shall not be affected by fuel, oil or bodily fluids.
4.1.1.64	The deck shall have recessed lifting points.
4.1.1.65	The deck shall have an anchor hatch assembly moulded into it. The anchor hatch shall have a lid secured with two hinges and be lockable by means of a catch with a hole for a padlock.
4.1.1.66	The deck shall have a flat surface from stem to stern.
4.1.1.67	The deck shall have an engine well fitted at the rear in front of the engines to minimise water ingress when driving astern.
4.1.1.68	The desk shall have below deck conduits, these shall be PVC lined to prevent abrasion. They shall run from the console to the engine well.

4.1.1.69	The deck shall be reinforced to accept a folding aluminium radar mast.
4.1.1.70	The deck shall have a reinforced structural core of non-woven polyester with fibreglass stitching to aid stiffness, durability and repair ability.
4.1.1.71	The core must be minimum of 10 mm thick and applied in a tension/ compression skin sandwich in a wet matrix layup and cured as one homogenous GRP product.
4.1.1.72	The deck shall be bonded to the structure below deck by means of a wet GRP matrix.
4.1.1.73	The use of wood is not acceptable in the deck construction. This is due to the inability to effectively repair the deck after damage.
4.1.1.74	The pontoon carrying flange must cover at least 250mm across the transom and have a minimum flange of 70 mm along its length and must provide adequate support and proven on similar craft, in similar scenarios for at least five years use.
4.1.1.75	The deck shall be self-draining when underway by means of two duck bill scuppers so sized to maximise draining.
4.1.1.76	The deck shall have a facility at the stern for an electric bilge pump which shall penetrate the deck inside the engine well. The minimum flow rate of the pump shall be 230 litres per minute.
4.1.1.77	A facility for a manual bilge pump shall also be provided.
4.1.1.78	Hinged deck hatch shall be provided for any below deck fuel tanks, these are to be sized to provide access to the fuel tank shut off valves and fuel sender units.
4.1.1.79	The below deck conduits shall be housed inside the longitudinal stiffening beams.
4.1.1.80	The hull to deck flange joints shall have a mating surface of at least 70 mm.
4.1.1.81	The joint shall be made using a wet GRP matrix as the bonding agent.
No.	Keel Strip
4.1.1.82	The vessel shall be fitted with a keel strip manufactured from extruded 6063 aluminium flat bar, it shall be fixed to the keel of the vessel by means of 316 stainless steel self-tapping screws and Polyurethane adhesive, e.g. Sikaflex or equivalent.
4.1.1.83	The keel strip shall not bear weight until the adhesive has fully cured.
No.	Transom
4.1.1.84	The transom shall be the full height of the engine plates.
4.1.1.85	Two stainless steel towing points shall be through bolted on the transom at a position satisfactory to the client.
4.1.1.86	The transom shall have a Marine Grade plywood core.
4.1.1.87	Minimum thickness however shall not be less than 75 mm.
4.1.1.88	The transom shall be sized to allow both engines to be turned and tilted to the full range of motion without any limits derived from the transom or pontoon carrier flanges.
4.1.1.89	The engines brackets shall be bolted to the transom using bolts sized to match the manufacturers equipment and sealed with Polyurethane adhesive.
4.1.1.90	Access to the engine bolts shall be provided.
4.1.1.91	The transom shall have two duck bill type outlets to allow the deck to drain.
4.1.1.92	The transom shall have one duck bill type drain in the engine well.
4.1.1.93	The vessel number shall be stamped into an aluminium serial plate which shall be screwed and glue to the transom.
No.	Command Console and Steering
4.1.1.94	A console shall be fitted at position to the client's satisfaction in the forward quarter of the deck.
4.1.1.95	The console shall have a 1300mm maximum and 1100mm minimum height and shall be of a design type acceptable to the end user.
4.1.1.96	The console shall have a footprint on the deck of between 1000mm and 1100mm wide and 50mm to 850mm in length and shall be of a design type acceptable to the end user.
4.1.1.97	The console shall have space to accept the fuel tank filling points and breather pipe flame arrestors. These positions shall meet the standards as referenced above.
4.1.1.98	The console shall be fitted with a handrail of 32mm 316L stainless steel, the design shall be wrap around type and shall be to the satisfaction of the end user.
4.1.1.99	The stainless-steel piping used on console equipment shall be 316L.
4.1.1.100	There shall be sufficient space on the face of the console to accept all the electronics listed in the electronic equipment section, additional space must be afforded for growth.

4.1.1.101	The console must have splash-proof storage lockers to house operational and personal equipment used by the operators.
4.1.1.102	The console must have a shelf that separates the console into an upper and lower storage facility.
4.1.1.103	The console shall allow for access to all equipment housed in the console without the need to dismantle any structure or the requirement to use special tools.
4.1.1.104	The console shall accept a fluxgate type console on the top surface in the sight of the coxswain.
4.1.1.105	The hatch cover used shall have dog catches with the to lock the hatches, the hatches shall closed when unlocked and the boat is operating in a seaway.
	The console shall have:
4.1.1.106	A hydraulic steering helm fitted with a 300 mm steering wheel.
4.1.1.107	A 32 mm stainless steel 316L black handrail.
4.1.1.108	8 mm wrap around windscreen.
4.1.1.109	At least two storage hatch covers.
4.1.1.110	A composite shelf.
4.1.1.111	A gelcoat finish that is matched to the other GRP items.
4.1.1.112	Electronic navigation equipment.
4.1.1.113	A switch panel and power control box to IP65.
4.1.1.114	Fuel filler points and breather nipples.
4.1.1.115	Removable stainless-steel radar arch.
4.1.1.116	All engine controls and monitoring equipment supplied with the outboard engine package.
4.1.1.117	Fluxgate compass.
4.1.1.118	An NMEA 2K bus.
4.1.1.119	VHF Marine Radio ICOM M 506 transceiver or equivalent
4.1.1.120	Chart Plotter Garmin 1222XSV or equivalent.
4.1.1.121	Marine Antenna Garmin 19x NMEA 2K antenna or equivalent
4.1.1.122	Marine Chart/Maps Garmin Blue chart or equivalent.
4.1.1.123	External and internal working lights to the satisfaction of the client.
4.1.1.124	1 x external waterproof 12v dc socket.
4.1.1.125	2 x fuel gauges if they are not displayed on the engine mimics(engraving)
4.1.1.126	Garmin 72SV with transducer and chart or equivalent
4.1.1.127	The console shall be affixed to the deck by means of screws and PU construction adhesive
No.	Multi-function Display
4.1.1.128	Engine RPM
4.1.1.129	Trim/tilt
4.1.1.130	Fuel rate (LPH)
4.1.1.131	Fuel level
4.1.1.132	Engine temp (Celsius)
4.1.1.133	Oil Pressure (BAR)
4.1.1.134	Engine total hours
4.1.1.135	Battery voltage
4.1.1.136	Alarms
4.1.1.137	Check engine
4.1.1.138	High temperature
4.1.1.139	Low oil pressure
4.1.1.140	Charge indicator
4.1.1.141	Maintenance needed
4.1.1.142	Low oil level (in oil tank)
4.1.1.143	Fuel capacity fixed tanks 100 litres +/- 10 litres

No.	Anchor and anchor locker
4.1.1.144	The layup construction of the anchor locker shall be the same as the deck.
4.1.1.145	The anchor locker shall follow the shape of the pontoons.
4.1.1.146	A lockable latch fastener and two stainless- steel hinges shall be fitted.
4.1.1.147	A stainless-steel eye shall be fitted to the inside leg of the bow eye assembly, this shall act as the bitter end where the anchor rope is attached.
4.1.1.148	The anchor locker shall be lined with a rubber sheet.
4.1.1.149	One 10Kg Bruce Type galvanised anchor or equivalent shall be supplied with 10 m 8 mm galvanised chain and 100 m of 12 mm rope.
No.	Towing Eyes
4.1.1.150	Two 12 mm towing eyes shall be through bolted on the transom.
4.1.1.151	One 12 mm towing eyes shall be fitted to the vessel, it shall be through in the anchor locker.
4.1.1.152	The towing and bow eyes shall have backing plates and be approx. 40 mm ID, they shall be secured with Nyloc type nuts.
4.1.1.153	The towing eyes and bow eye shall be made from 316L stainless-steel.
No.	Cable Pipe Runs
4.1.1.154	All control cables and control lines shall run in the port conduit which is situated under the deck and shall be self-draining.
4.1.1.155	The fuel lines shall run to the transom through the starboard conduit.
No.	Rollbar and Radar Arch Assemblies
4.1.1.156	A roll bar assembly shall be fitted at the stern of the vessel.
4.1.1.157	The roll bar shall have the main pipes manufactured from 50 mm diameter, schedule 10,
4.1.1.158	316L stainless-steel pipes which are joined together with 1,5 mm thick 38 mm 316L stainless-steel pipe, all items shall be fully welded, pickled and passivated, sand blasted and power coated satin black. It shall be removable.
4.1.1.159	The roll bar shall have a self- righting capability which has documentary evidence that it works in practice.
4.1.1.160	The Radar Arch shall be removable, it shall also be able to fold forward into the vessel to reduce the overall height of the vessel. It shall be made from Aluminium tube fully welded and fitted to hinged bade plate.
4.1.1.161	The activation mechanism for the stowing shall be by means of a stainless- steel pin sized to accept the loading expected in the seaway. It shall be sand blasted and powder coated black. The design must be an existing one operated in the water around the geographical boundaries of Cape Town.
	The following shall be mounted on the roll bar:
4.1.1.162	An all-round white mast.
4.1.1.163	A dive mast, red, white, red.
4.1.1.164	A self-righting pontoon sized to turn the vessel upright upon activation of a CO2 cylinder.
4.1.1.165	A set of navigation lights to comply with Rule 27 (e) of the International Regulations for the prevention of Collisions at Sea 1972.
4.1.1.166	A self-righting pontoon bag.
4.1.1.167	Mooring cleats, port and STARBOARD.
4.1.1.168	Two capsized canister cages.
	The following shall be mounted on the aluminium radar arch.
4.1.1.169	A Garmin Fantom GMR 24 Radome or equivalent.
4.1.1.170	A VHF radio antenna.
4.1.1.171	A blue star bar.
4.1.1.172	A siren.
4.1.1.173	A loud hailer.
4.1.1.174	A searchlight.
4.1.1.175	A set of deck-lights.

No.	Electrical
4.1.1.176	All navigation lights shall be Aqua Signal 25 or similar notified body certified product and compliant as a minimum with Rule 27 (e) of the International Regulations for the prevention of Collision at Sea 1972.
4.1.1.177	All navigation lights shall be mounted on either the roll bar or the radar arch and be to clients satisfaction.
4.1.1.178	The navigation lights shall be mounted as high as is practicable.
4.1.1.179	The All-Round White shall be mounted on a mast situated on the radar arch.
4.1.1.180	A limited in manoeuvrability set of lights shall be mounted on hinged mast it must comply with Rule 27 (e) of the International Regulations for the prevention of the Collision at Sea
4.1.1.181	1972. All lights and circuits must comply with Rule 27 (e) of the International Regulations for the prevention of Collisions at Sea 1972.
4.1.1.182	Three deep cycle batteries, 12V DC with silver calcium electrolytes shall be mounted in the console and controlled by a series of change over switches.
4.1.1.183	The batteries shall be housed in a demarcated GRP enclosure apart from the fuel system.
4.1.1.184	The batteries shall remain accessible for routine maintenance and repair. The access should not require the dismantling of any structure.
4.1.1.185	The battery cables shall be sized to maximise performance and shall be routed over the shortest possible distance.
4.1.1.186	The switches fitted to face the console control the circuits as follows:
4.1.1.187	Port and starboard navigation lights.
4.1.1.188	All round white.
4.1.1.189	GPS/ Echo sounder.
4.1.1.190	Radar.
4.1.1.191	VHF radio.
4.1.1.192	External console light.
4.1.1.193	Deck lights.
4.1.1.194	Diver down/ limited in Manoeuvrability as per Rule 27 (e) of the International
4.1.1.195	Regulations for the prevention of Collision at Sea 1972.
4.1.1.196	Spot light.
4.1.1.197	Spare.
4.1.1.198	All wiring shall be silicone tinned copper multi strand wire coated in butyl and silicone sheaths.
4.1.1.199	All connections shall be in the equipment or waterproof boxes.
4.1.1.200	All cables shall be properly secured to prevent chafing.
4.1.1.201	All cables shall run in cableway.
4.1.1.202	Waterproof sockets shall be fitted for portable equipment such as spotlights and they shall remain watertight even if the equipment is not connected, this shall be by means of sealing screw cap.
4.1.1.203	A wiring diagram shall be provided and shall be to the satisfaction of the client.
4.1.1.204	The vessel shall utilise a distribution board with resettable circuit breakers, this shall be at least IP55 and be contained in the console, the CB's shall be protected against inadvertent activation by vessel slamming at speeds up to 50 knots. Proof that this is proven in service must be submitted with contactable references operating on the waters surrounding the Cape Town geographical area.
No.	Seating
4.1.1.205	The vessel shall be set out to accept 6 removable straddle seats they shall be sized and spaced to allow for a casualty to be laid in the deck between the seats. The preferred distance between them is 600 mm +/- 50 mm. (include seating for other staff members)
4.1.1.206	The seats shall be to the customer's satisfaction and have a proven operational capability on vessels operating in the seaways around Cape Town and shall meet as a minimum the sea-states as listed elsewhere in this document.
4.1.1.207	The seats shall have a 32 mm 316L stainless-steel back rest fitted to each individual seat and have a cushioned back support.
4.1.1.208	The backrest and the upholstered seat shall be black in colour and be made from approved waterproof and rot-proof material specifically designed for marine use. All thread used in the manufacture shall be rot-proof.
4.1.1.209	The colour of the GRP seat base shall be the same colour as the deck and hull.
4.1.1.210	The seat tops shall be held in place by a rebate in the GRP base top and held tight to the base by means of

	black shock cord.
4.1.1.211	Where applicable the front seat shall have a handle for the crew members.
4.1.1.212	The voids under the seat top can be used as storage.
4.1.1.213	The seats shall be mounted on 316L stainless steel base plates with an 8 mm captive dome nut and shall be blasted and powder coated black.
4.1.1.214	The seat to base-plate shall be manufactured from GRP and impervious to water ingress.
No.	Loose Items
	The following shall be provided with the boat:
4.1.1.215	Two spare valves inflation/ deflation.
4.1.1.216	Two spare valves automatic over pressure relief.
4.1.1.217	One compatible stainless-steel valve spanner.
4.1.1.218	All valves and spanners shall be compatible with the valves currently in use by the Marine
4.1.1.219	fleet.
4.1.1.220	Two Indian head type wooden paddles.
4.1.1.221	Category B level Safety equipment sufficient to obtain a Local General Safety Certificate from
4.1.1.222	the South African Maritime Safety Authority. The latest Marine Notice form SAMSA shall
4.1.1.223	govern the quantity. The amount shall be for 8 occupants.
4.1.1.224	An anchor system with an 8 Kgs Bruce type galvanised anchor, 10 metres of 8 mm
4.1.1.225	A galvanised chain and 100 metres of 12 mm anchor rope.
4.1.1.226	8 x SAMSA approved 150 Newton inflatable lifejackets with Black stoles.
4.1.1.227	8 x SAMSA approved foam lifejackets for passengers.
4.1.1.228	2 x 2.5 Kgs dry powder fire extinguishers with stainless steel bodies.
4.1.1.229	A boat protection cover manufactured from 90 % shade net shall be supplied and it shall have three sections overlapping to the rear
4.1.1.230	The boat protection cover shall have shock cord stays and be tight fitting.
4.1.1.231	The boat protection shall cover the boat, console, engines and any roll bar or radar arch whether deployed or stowed.
4.1.1.232	A towing bridle shall be supplied.
4.1.1.233	A polyester webbing sling shall be supplied to allow the boat to be lifted up for inspections and repairs. In an emergency the vessel may be recovered at sea to be brought on-board a surface ship of the SA Navy. The lifting oblong should be sized to facilitate this action. Lifting points shall be fitted through the hull and deck and sized to accept the lifting forces experienced in such an action.
4.1.1.234	A stretcher is required to be supplied it shall be possible to stow the stretcher on the boat and the stretcher must be capable of supporting the casualty in an upright position with the casualties mouth clear of water, and also to have the stretcher float horizontal to aid recovery on the boat.
4.1.1.235	A set of spare set of counter rotating stainless-steel propellers must be supplied.
4.1.1.236	A comprehensive first aid kit must be supplied.
No.	Dive Rack
4.1.1.237	The vessel shall be supplied with a removable eight bottle dive rack, it shall be constructed of 38 mm 316L stainless steel tube and shall be so designed as to protect the cylinders when they are lashed to the frame. It shall be sand blasted and powder coated black.
4.1.1.238	The dive rack shall support the dive cylinders upright and the securing arrangement shall be sufficient to hold the dive rack to the deck when the vessel is moving through a seaway at its maximum speed.
4.1.1.239	A lashing arrangement for the cylinders shall be easy to operate and shall hold the cylinders secure whilst underway.
4.1.1.240	The dive rack corners and angles shall be minimised to prevent crew injury if the crew should fall. No sharp edges or surfaces are permitted.
No.	Colours and Finishes
4.1.1.241	The pontoon shall be available in two colours namely: red and grey, the finish shall be fabric impression.
4.1.1.242	The words the City of Cape Town shall be white in colour. This shall be inked onto the pontoon.

4.1.1.243	The hull, deck, seat bases and console shall be available in two colours namely yellow and black: Dark Admiralty Grey.
4.1.1.244	The rubbing strake shall be black.
4.1.1.245	The handles and other accessories shall be black.
4.1.1.246	The seats shall be black.
4.1.1.247	The electronics will be black
No.	Fuel System
4.1.1.248	The fuel system shall be compatible and impervious to any entrained water that may build up.
4.1.1.249	The location of the fuel tanks shall be situated on the static LCG rendering the vessel neutral whether empty or full, a system that allows the vessel to be either bow or stern heavy is unacceptable.
4.1.1.250	The vessel shall have a minimum of 100 litres fuel tank. capacity This shall give the vessel adequate patrol time whilst also allowing for the ability to stay on station in an emergency or in a pursuit.
4.1.1.251	The fuel tank shall be CE certified and be manufactured from Polyethylene, a certificate to this effect is compulsory.
4.1.1.252	The fuel system shall have a shut off valve on each tank at the point of drawing fuel.
4.1.1.253	Each tank shall be independent, have a pick up pipe, a breather pipe and filter pipe.
4.1.1.254	It shall be possible to remove and replace the fuel tanks through a deck hatch.
4.1.1.255	The fuel lines and the breather lines shall be rated for fuel and shall this embossed on the surface of the pipe, only ISO approved piping shall be permitted.
4.1.1.256	It shall be possible to run either engine from any tank by means of a valving system at the stern, this shall be a proven design.
4.1.1.257	It shall also be possible in an emergency or for operational purposes to add flexible fuel tanks to the fuel system by means of a quick connect system, it shall be a proven system.
4.1.1.258	The fuel system shall have Racor type water separating fuel filters, there shall be fitted at a rate of one per engine. The filter shall be 5 micron and suitable for marine use.
4.1.1.259	The filter shall have a fixing head, a filter element and a sight bowl, the sight bowl shall have a drain cock to remove water and contaminants.
4.1.1.260	The fuel system shall be capable of accepting fuel storage additives without any detrimental effects.
4.1.1.261	The fuel system shall be capable of operating in a wide range of ambient air temperatures and not to be affected by surging and panting. The tanks shall be supported to accept the slamming expected a maximum vessel speed, this shall have documentary proof or a client operating these type of tanks in the Cape Town environs.
4.1.1.262	The fuel system shall be sealed at junction by the means of barbs of ridges and adequate stainless-steel hose clamp.
4.1.1.263	The fuel tanks and the piping shall be restrained from any unwanted movement by means of fastening system.
4.1.1.264	Fuel level of each tank shall be displayed through the Multi-function gauges.
No.	Inflation Times
4.1.1.265	Mechanical Inflation: Inflation time by means of a high pressure, power driven pump delivering at least 1, 2 m³ of air per minute, shall not exceed 10 (ten) minutes
4.1.1.266	Manual Inflation: Inflation time by two (2) persons with hand pumps capable of delivering 0, 3 m³ per minute shall not exceed 30 (thirty) minutes
No.	Total Life Expectancy
4.1.1.267	The total life expectancy of the boat shall be greater than 10 (ten) years of normal usage and storage excluding fair wear and tear or abuse.
No.	Reliability
4.1.1.268	The boat shall be operational for 95% of the yearly working hours with a 5% down time for maintenance. This degree of reliability is expected in the environment in which the boat is normally used.
4.1.1.269	The boat is assumed to operate up to 300 hours per annum for the purpose of maintenance planning and spares calculations.
No.	Maintainability
4.1.1.270	The boat shall be robust, simple construction and shall be easy to maintain without the use of special tools or exotic materials.

4.1.1.271	The manufacturer shall generate and supply maintenance procedures, that prevent any accelerated degradation of the boat system.
No.	Access for Maintenance
4.1.1.272	The boat shall be designed so as to provide adequate maintenance access to equipment and fittings.
No.	Supply Support
4.1.1.273	All boat spares shall be available from the contractor for a minimum period of five years. Any design upgrades or recall notices pertaining to the boat system shall be made available to the client 30 days of the receipt by the supplier.
4.1.1.274	A complete list of recommended spares to support the boat shall be supplied by the contractor upon written request of the client.
4.1.1.275	All documents shall be in English language and bound.
4.1.1.276	Spare quantities shall be based on one boat over a five- year period.
No.	Environmental Conditions
4.1.1.277	The boat shall be deployed at sea including open water and surf zones.
4.1.1.278	The boat shall be capable of use in all weather conditions with temperatures ranging from 0° to 50° C.
4.1.1.279	The boat shall be capable of use in all weather conditions with atmospheric pressure prevalent in the Western Cape region, these shall be averaged over 25- year period.
4.1.1.280	During operations the vibration and shock loadings may reach 1Hz and 1.5G respectively for continuous periods of up to 6 hours.
No.	Interface Definition
4.1.1.281	The principal interface for the boat is the Road trailer and the City of Cape Town storage facilities. The parameters will be provided by the City of Cape Town upon request.
4.1.1.282	The boat transom shall also interface with the Commercial Off Shelf outboard Engines.
No.	Nameplates and Product Marketing
4.1.1.283	The contractor shall ensure that the visual signature is low whilst complying with all the stand-ards as referenced above.
4.1.1.284	White, black lettering, not greater than 50 mm high, indicating the safe working and maximum
4.1.1.285	permissible pressures of the pontoon, may be inked on the inside of the bag.
4.1.1.286	The placement and size of the lettering shall be to the customer's approval.
No.	Workmanship
4.1.1.287	The standard of workmanship shall be in accordance with the standards as referenced above, especially Lloyds Rules and Regulations for Special Service Craft. The vessel design and build standard is to be considered comparable to Mil-Spec.
4.1.1.288	The City of Cape Town has utilised this level of build in its previous purchases of Law Enforcement vessels due to the nature of the work profile and to date no evidence of failure in any of the materials or processes has been evident, therefore LRRSSC is considered mandatory.
4.1.1.289	A high level of sound manufacturing processes and boat building practice and shall be to the satisfaction of the customer.
4.1.1.290	A five-year structural hull warranty is a requirement for this vessel as well a five-year fabric warranty.
4.1.1.291	The pontoon construction shall take place in a humidity and temperature room, free from dust and contaminants.
4.1.1.292	The customer reserves the right to bring incidents of poor workmanship or unsatisfactory manufacturing practice to the attention of the contractor for his remedial action.
4.1.1.293	Should the contractor not rectify said defects within thirty days then the contracts shall be put on hold until such items are rectified to the satisfaction of the client.
4.1.1.294	If the items remain unresolved after 90 days then the client shall be entitled to cancel the contract and place the contract upon an alternative supplier. The cost difference between the contracted cost of the original supplier and alternative supplier shall be for the account of the defaulting supplier.
No.	Logistics

4.1.1.295	All boat repairs shall be repairable by the supplier for a period not less than 10 years.
4.1.1.296	All spares shall be available from the supplier for at least 10 years.
4.1.1.297	The supplier shall provide the client with a set of drawings and equipment manuals to allow the client to either purchase staff training from the supplier or utilise such data for internal use.
No.	Warranties
	The contractor shall provide the following warranties:
4.1.1.297	Five year limited warranty for the hull structure excluding fair wear and tear and abuse.
4.1.1.298	Five years limited warranty for the ORCA1670 Dtex ORCA or Hypalon or equivalent
4.1.1.299	Fabric supplied excluding fair wear and tear and abuse.
4.1.1.300	Three-year limited warranty for the engines under commercial use excluding abuse and/or fair wear and tear.
4.1.1.301	12 months for all electronics and other general items excluding abuse and/or fair wear and tear.
4.1.1.302	12 months against manufacturing defects and poor workmanship.
4.1.1.303	The warranty provision shall exclude user accidents, mishandling, abuse and/or fair wear and tear.
No.	Documentation
4.1.1.304	The contractor shall supply the following information with the boat, no later than thirty days from delivery of the boat system, the docs shall reflect the goods as supplied.
4.1.1.305	A General Arrangement drawing showing the general configuration and position of all fittings, this shall be non-dimensioned.
4.1.1.306	An items list indicating components, materials, part numbers and suppliers where applicable.
4.1.1.307	A user's manual, and maintenance instructions.
4.1.1.308	A complete set of equipment manuals as supplied by the Original Equipment Manufacturers, (OEM).
4.1.1.309	The general arrangement supplied as part of the deliverable shall reflect the supplied boat system.
4.1.1.310	To maintain the integrity of the general arrangement drawing, a list of any deviations issued during the contract from the original boat may be supplied separately in free A4 format.
4.1.1.311	A separate Engineering Change Proposal shall be required for each approved engineering change and a sample template must be provided with the offer.
No.	Quality Assurance Provisions
	General
4.1.1.312	A Quality assurance system shall be in place and although this does not need to be certified by a notified body it must be a system that has supplied a Mil-Spec vessel or equipment to a contactable reference.
4.1.1.313	The preference is that the system be based upon ISO 9000 and tailored to encapsulate the standards as listed above, especially LRRSSC.
4.1.1.314	The tenderer shall conduct sea trials on all vessels.
No.	Audit Inspection
4.1.1.315	On completion of the boat, an audit inspection shall be carried out against a check list based on the product specification. The check list shall be generated by the client, assisted by the contractor
4.1.1.316	unless otherwise stated in the contract or purchase order.
4.1.1.317	The check list shall be submitted to the contractor for approval prior to the audit inspection. The audit inspection shall be conducted by the customer or his representative and shall be witnessed by the contractor.
No.	Setting to Work
4.1.1.317	The contractor shall be responsible for the setting to work of the boat and/or any loose equipment and shall provide the staff necessary during all trials or to render assistance at inspections by the customer or his representative.
4.1.1.318	The contractor's responsibility shall be to demonstrate the correct functioning of the boat and associated equipment only.
No.	Defects and Unauthorized Deviations

4.1.1.319	Any defects in material, build quality or unauthorised deviations from the specification found during the audit inspection, shall be rectified at the contractor's expense
No.	Responsibility for Inspection
	The responsibility for inspection shall be as follows:
4.1.1.320	The contractor shall remain responsible for the performance of all verification tests and acceptance inspections as specified in the specification, contract or purchase order.
4.1.1.321	The contractor may use his or any other facilities with the RSA, suitable for the performance of any specified verification test, unless such a facility is unacceptable to the customer.
4.1.1.322	The customer reserves the right to witness or separately perform, at the customer's expense, any additional tests and/or inspections, other than those specified in the specification or purchase order and as deemed necessary by the customer to assure supplies and services conform to prescribed requirements.
No.	Preparation for Delivery
4.1.1.322	The boat shall be protected against accidental damage during delivery. The boat and engine(s) shall be supplied with a protection covers.
4.1.1.323	The completed boat, together with all associated loose items, shall be made ready for transport ex-factory to be delivered to the delivery address as agreed upon during the contract negotiations.
4.1.1.324	All documentation shall be delivered to the address as listed on the order.
No.	Standards Compliance
4.1.1.325	The craft meets the standards as outlined in C5 Section A Clause 1.9
Sub-item 4.2	Trailer
No.	Technical Specification
4.2.1	All trailers provided need to lawfully comply with the National Road Traffic Act and the SABS requirements.
4.2.2	Twin axle
4.2.3	Braked trailer on a fully welded A frame chassis with double rail for additional strength.
4.2.4	3500kgs gross capacity – max load and trailer weight combined
4.2.5	Max weight capacity of 2750kgs
4.2.6	Axle with oversized sealed bearings for extended life and reduced maintenance
4.2.7	Rear cranked swing beam cross member fitted with twin rocker carriages and 12 rollers a side. 24 in total.
4.2.8	Middle cranked swing beam cross member fitted with twin rocker carriages and 12 rollers a side. 24 in total.
4.2.9	Forward cranked swing beam cross member fitted with twin rocker carriages and 8 rollers a side. 16 in total.
4.2.10	Adjustable keel roller
4.2.11	Height adjustable Snubber post and 1100kg twin speed winch
4.2.12	48mm jockey wheel
4.2.13	Forward facing LED marker light
4.2.14	Extending light bars to hold full rear light board with 7 pin plug
4.2.15	Side lights
4.2.16	Hub flush kit
4.2.17	13" wheels and tyres
4.2.18	50mm ball coupling with lock facility
4.2.19	Breakaway cable
4.2.20	Winch post fully adjustable to attain proper support for your boat and optimum tow characteristics.



Item 5.1	Inflatable Rubber Boat (IRB) Surf inclusive of 500 cc engine
An IRB is a motorised inflatable rescue boat used by two (2) lifesavers or lifeguards to negotiate the surf to reach a person in difficulty. The equipment is to be used for the rescue of people and the preservation of life so a high operational capability is required. The equipment is of professional use and must be designed and built keeping this in mind.	
No.	Description
5.1.1.1	The equipment is to be stored ready in full daylight under beach conditions with high humidity, high UV and highly saline environment, the vessel and all the equipment must be fit for use in a salt water environment with minimal downtime for maintenance.
5.1.1.2	Applicable standards that must be referenced and kept in mind when offering the equipment, the equipment MUST comply where applicable.
5.1.1.3	ISO 6185-3 and all the associated sub standards relevant to the use of this vessel.
5.1.1.4	Lloyd's Rules and regulations for the classification of Yachts and small vessel, as well as Lloyd's rules and regulations for Special Service Craft where applicable.
5.1.1.5	SAMSA Marine Circular no. 13 of 2007 or as amended at bidding closure.
5.1.1.6	ISO 12215- sections 1 through 6, Hull construction and scantlings – Materials: Thermo setting resins, glass fibre reinforcement, reference laminate, etc.
5.1.1.7	International regulation for the prevention of collisions at sea (1972).
5.1.1.8	Inflatable Rescue Boats must by their shall mode of operation fully comply with the requirements of the International Organisation for Standardisation - Code ISO - 6185 -3 Inflatable Boats and the Lloyd's registry.
5.1.1.9	It is a compulsory requirement that the supplier provide references and proof of manufacture of these standards as well as a track record building for commercial clients in the Republic of South Africa, the standards as referenced must be available during the inspection audit for supplier capability.
5.1.1.10	Vessel must be supplied with a suitable weather protective fitted cover for the boat and engine.
No.	Operational Requirements
5.1.1.11	For the purposes of surf lifesaving, an inflatable rescue boat must be able to meet the following operational requirements:
5.1.1.12	Occupational health and safety requirements;
5.1.1.13	Be of a safe lifting and transport weight for 2-4 people.
5.1.1.14	Not have any sharp edges or materials that will cause injury to the user
5.1.1.15	Be safely operated by 2 people;
5.1.1.16	Have a capacity for at least 4 people;
5.1.1.17	Have space for necessary lifesaving ancillary equipment;
5.1.1.18	Have operational and maintenance instructions supplied with each unit;
5.1.1.19	Be suitable and durable for beach and surf conditions.
5.1.1.20	Model covered are the fully inflatable type ranging in size from a minimum overall length of 4 metres to a maximum overall length of 4.1 metres ($\pm 5\%$ tolerance) and a minimum overall width of 1.6 metres and maximum overall width of 1.85 metres, incorporating a pontoon having at least Five (5) separate inflatable buoyancy compartments and two (2) hijackers.
5.1.1.21	Manufacturers who wish to offer alternate features shall refer to the New and Modified Equipment which details the methods to be adopted to obtain SAMSA approval.
No.	Engine Requirements
5.1.1.22	Propulsion: Outboard Motor Propeller
5.1.1.23	Engine Type: 4 Stroke
5.1.1.24	Engine Displacement: 650cc (minimum)
5.1.1.25	Max Power Output 50 HP (minimum)
No.	Hull
5.1.1.26	The hull of the inflatable rescue boat shall incorporate a pontoon, having at least five (5) separate inflatable buoyancy tube compartments in sequence around the perimeter
5.1.1.27	The inflatable pontoon shall be a minimum diameter of 460mm and a maximum diameter of 475mm and shall be shaped to a conventional bow (ie: one that comes to a point and not that of a barge or wedge shape) and

	extend shall be atleast 500 mm (±100mm) aft of the transom before tapering to a cone
5.1.1.28	The pontoon colour shall be air Etna red.
5.1.1.29	The internal dimensions of the inflatable rescue boat shall be a minimum of 1.8 metres in length from the spray dodger to the Battery and a minimum width of 0.800 metres between any point of the starboard and port pontoons. These dimensions are intended to and must allow for sufficient internal floor area to enable expired air resuscitation to be performed on an outstretched (175cm tall) adult patient.
5.1.1.30	The boat shall be fabricated from 1670 Dtex ORCA or CSM(chlorosulphonated polyethylene rubber or equivalent fabric impression. PVC based materials are not acceptable for the manufacture of the boat as they are not hydrocarbon resistant.
5.1.1.31	All the components of the vessel shall be manufactured from compatible glues, baffle material and bonding strips 1670 Dtex ORCA or CSM(chlorosulphonated polyethylene rubber or equivalent fabric impression registered and certified for use in inflatable boat manufacture.
5.1.1.32	The hull colour shall be the same as the pontoons, or as an alternative Colorado yellow.
5.1.1.33	The bow of the boat shall be fitted with a velcrow removable spray dodger with snap on klip anchors and nilon zip sliders. Pontoons shall be fitted with chafing patches at crewperson and driver seat positions, to prevent wear on actual pontoons as this craft has two crew options, adding a wear patch to the inner pontoon as well. The driver's patch shall extend aft to the transom to prevent wear from the motor handle
5.1.1.34	A heavy duty sacrificial reinforcing Hypalon strip shall be fitted along the full length of the pontoons and transom, internally, where the floor sections make contact with the pontoons and the transom, to retard abrasions of the pontoons and the hull by the floor. This reinforcing Hypalon fabric shall be at least double the thickness of the hull fabric and may be achieved by two normal layers which shall extend all the way around the inside of the boat
5.1.1.35	The top of each pontoon shall be fitted with an anti-hogging strip extending from the aft of the transom to the start of the spray dodger at the bow. The anti-hogging strip shall incorporate stainless steel eyelets for the life lines. The life lines of 12mm synthetic soft nylon rope shall extend the full length of the anti-hogging strip.
5.1.1.36	The life lines shall be fixed through the eyelets so that each loop will not slip. A minimum of 12 loops shall be incorporated along each anti hogging strip. The anti-hogging strip, comprising of a lacing cuff, shall be offset to the outside of the boat diametrically opposite to the line where the pontoon is joined to the hull.
5.1.1.37	Provide three fuel line loops along the port pontoon just above floor level for securing the flexible fuel line. Each loop shall be 75mm in diameter, 12mm wide by 2mm nylon webbing (marine grade). Each loop shall be stitched and glued to a separate patch then bonded to the boat
5.1.1.38	The pontoons shall be fitted with four hand grips, two for the driver (left and right-handed driver) and one for a patient on the port pontoon, and one for the crewperson on the starboard pontoon, and shall be of a soft type. The placement shall be as specified by the end user requirements
5.1.1.39	Two rubber moulded lifting handles fore and aft on both the port and starboard side of the boat attached no lower than the centre line of the pontoon. Another two will be fitted to the outside of the cone section of the pontoon to assist with the correct method of lifting. In addition, provide a lifting handle on the bow of the boat so that when it is lifted the handle does not squash the hand
5.1.1.40	The valves for inflating each compartment of the pontoons shall incorporate a feature such that the non-return butterfly section of each valve can be easily replaced by hand or with tools and without damage to the pontoon. Valves which require the assembly to be unstuck from the pontoon are not acceptable
5.1.1.41	Each pontoon valve shall be recessed (flush mounted) or approved valves located clear of the driver and crewperson. The valves for the five main pontoons compartments in a position that is easily accessible for inflation and for repairs . Each valve shall be fitted with an air tight cap complete with security cord.
5.1.1.42	Four adjustable foot straps to be place on the port and Starboard pontoon to be used by the crewperson when crewing in the alternative position sitting on the floor. Foot straps position specified by the end user
No.	Hijackers
5.1.1.43	The hull shall incorporate two separate inflatable compartments hijackers. The hijackers shall incorporate an additional 100mm wearing strip on the bottom for its full length to prevent abrasion
5.1.1.44	The correct pressure for the various compartments shall be stencilled on the boat in a position visible to the operator, the colour shall be black and 50 mm high.
No.	Floor Decking "Detail of Flooring"
5.1.1.45	The floor deck may be of sandwich reinforced fibreglass comprising two or three sections joined together with an approved fabric hinge such that the floor deck can be easily inserted into the boat and removed.
5.1.1.46	Core materials must be safe and strong and be compatible polohoste resin that may not give of any noxious fumes if they should catch fire.
5.1.1.47	The floor shall extend from the transom to the bow of the boat and shall be shaped and curved at the bow to form a neat fit without the necessity of a thrust board. All sharp edges shall be removed. The edges of the floor

	may have a strip of Hypalon fabric glued to them by the manufacturer
5.1.1.48	The deck shall be fitted with an approved non slip cushion matting (EVA foam 13mm – 165 - 195kg m3). The non-slip matting shall extend over the whole main deck area to within 50mm of the sides and within 100mm of the transom. As an option the matting may be fitted to the bow section of the floor.
5.1.1.49	Whilst the main section of the matting may be grooved to aid the “non slip” feature, the bow section of the matting shall not be grooved. The matting shall be a red, orange, or yellow in colour
5.1.1.50	Each floor section shall incorporate a 1100 decitex polyester reinforced Hypalon fabric two-way hinging system for connecting the two sections of floor together and allowing the floor to be easily inserted and removed.
5.1.1.51	The floor shall be fitted with four adjustable foot straps that shall be covered with 3mm maximum neoprene padding similar to windsurfer foot-straps, two for the driver (left and right-handed) and two for the crewperson to the client satisfaction that should not be fixed with screws but glued on.
5.1.1.52	The floor for the stern shall be fitted with webbing tie down points, complete with stainless steel 70mm long snag-free snap hook, for holding the fuel tank in four separate positions. The selected fuel tank shall be secured in its correct position and at least 75mm clear of the Drivers foot strap.
No.	Transom
5.1.1.53	Transom lay-up should conform to cred cord type transom having 2 X 18mm LOBP core laminated together then covered with 4.5mm of GRP black in colour ± 45mm in total
5.1.1.54	The transom height shall cater for a standard 50hp short shaft 4 stroke outboard motor.
5.1.1.55	The transom shall have extra capping with a minimum strength equal to the material of the boat, on the top side where the transom and pontoons meet
5.1.1.56	Two eye bolts with an internal eye diameter of 40mm U bolts shall be bolted through the transom. Each bolt shall be of 8mm diameter complete with washer and “nyloc” nut or secured with loctite and with not more than one thread protruding beyond the nut. All components shall be stainless steel
5.1.1.57	A “Motor Safety Cable” shall be supplied. The cable must be flexible stainless steel of 4mm in diameter, PVC, or rubber sleeved, complete with a 70mm stainless steel snag free snap hook at one end and a “D” shackle at the other end. The safety cable shall be 1000mm overall length with a 25mm eye on each end. The cable shall completely wrap around the motor shaft so that it can be clipped back onto itself and shackled to the port side eye bolt. The PVC or rubber sleeve shall encapsulate the crimped cable joint as well as the cable.
5.1.1.58	The transom must be fitted with an approved “Motor Bracket Wearing Plate”. The inner face shall have a 5mm minimum lip to prevent the motor clamps from accidentally slipping off the transom. The wearing plate shall be of one-piece configuration (5mm minimum thickness), allowing it to be adjustable in height as per the manufacturer's operational instructions. All fixings shall be stainless steel
5.1.1.59	The transom shall incorporate two 60mm x 100mm self-bailers (non-return drainage ports) to be located just above the floor level for rapid release of a heavy intake of water
5.1.1.60	The transom baton (varnished marine grade softwood) shall be accord to GRP lay-up and fitted with a minimum of three 6mm round hex head bolts fitted through the transom and nyloc nuts and washers. All round bolt heads, nuts and washers shall be 316 stainless steel
5.1.1.61	Alternatively Glass re-inforced transom with wooden core with Double WBB Coated with a laminated ply.
No.	Accessory Bag and Tool Bag
5.1.1.62	One accessory bag Shall be incorporated into the spray dogger with the same round shape and size, 700mm deep with nylon zip and shackels. Spraydogger/Access bag shall be fixed by means of Velcro and snap shackels to the end users requirement
5.1.1.63	One tool bag 380mm long, 100mm wide and 150mm high, shall be supplied with the boat for housing a small container of tools.
5.1.1.64	The bags shall weatherproof and manufactured from the same Hypalon material as the boat
No.	Rescue Tube and Tow Rope Holders
5.1.1.65	On the starboard pontoon above the paddle (but not on top of the pontoon), two quick release Velcro straps shall be attached for the purpose of securing the rescue tube. The straps shall be attached to the boat through two ‘sleeves’ individually patched and bonded to allow unserviceable straps to be replaced without ungluing the old and regluing the new straps to the pontoon. Below the paddle two additional straps complete with quick release Velcro binding shall be similarly attached to the pontoon for securing the 25-metre-long tow rope.
No.	The Boat
5.1.1.66	The boat shall be designed to suit a 50 HP rated outboard motor and be capable of planing whilst carrying a minimum of four persons each with an average weight of 82.5 Kg.

5.1.1.67	The maximum weight of the boat excluding outboard motor and fuel tank shall be $\pm 110\text{kg}$
5.1.1.68	The two paddles shall be secured on the inside face of each pontoon with "quick release" straps in a safe and secure manner, so they don't become dislodged during operation in the surf but are readily accessible
5.1.1.69	The bow of the boat shall incorporate a crewperson's bow rope, complete with standard synthetic ski-towing handle. The rope shall be 10 - 12mm in diameter, soft synthetic nylon rope incorporating a minimum of four 'figure eight' knots (for additional hand grips). The rope shall be spliced to a reinforced patch and 'D' ring on the bow; the complete assembly shall be capable of continually withstanding a pull of 4.0kN in the forward and reverse direction. (This rope is also used for attaching a tow line for towing other craft.)
5.1.1.70	The re-righting rope shall be a silver (white) polyethylene rope 6mm in diameter fixed to the starboard pontoon and made to a length capable of re-righting the boat with one or two people. The rope shall be housed in a pouch complete with "D" ring and be glued to the side of the boat. An arrow 100mm in length, of a bright contrasting colour fabric (eg: yellow) to the pontoons, shall be glued on the underside of the starboard pontoon clearly showing the location of the re-righting pouch when the craft is upside down. The pouch shall be located so that the rope cannot reach the propeller. The pouch, rope and re-righting handle shall be manufactured generally
5.1.1.71	The port and starboard sides of the pontoons shall have the words "SURF RESCUE" sign written in $\pm 150\text{mm}$ lettering. The shall be lazer cut hypolon. The appropriate SAMSA Maritime Registration Number shall be sign written in the required location.
5.1.1.72	Additional City of Cape Town signage may be incorporated on the boat but shall be limited in area to ensure that the visual integrity of the "SURF RESCUE" is maintained. All signage be lazer cut Hypalon.
5.1.1.73	The boat shall incorporate retro-reflective red and yellow checked patren made from lazer cut hypolon - "Detail of Reflective Tape Layout". The patches shall comply with SAMSA Scotchlite SOLAS grade high intensity reflective flexible sheeting currently meets this requirement. The patches shall be fixed to the boat in accordance with the manufacturer's recommendations
5.1.1.74	All timberwork shall be full coated GRP
5.1.1.75	All screws and "D" rings shall be 316 stainless steel
No.	Accessories
	The boat shall be supplied complete with the following extras Accessory bag with the following items included:
5.1.1.76	Small first aid kit and book
5.1.1.77	1 x hand-held flare
5.1.1.78	1 x Personal Signal Launcher shot
5.1.1.79	1 x orange smoke flare
5.1.1.80	Signal mirror
5.1.1.81	Hand-held compass
5.1.1.82	Lifejackets (as indicated item 13 as per the end users request)
5.1.1.83	Space blanket
5.1.1.84	Tool kit
5.1.1.85	Two paddles/oars
5.1.1.86	Diver's knife and sheath
5.1.1.87	Double-action foot or hand pump and flexible hose connection
5.1.1.88	Pressure gauge marked to show correct inflation
5.1.1.89	Motor safety cable
5.1.1.90	Engine Kill switch X2
5.1.1.91	Emergency repair kit with instructions
5.1.1.92	Manufacturers Service Manual
5.1.1.93	Tow Rope
5.1.1.94	Plastic 25LT petrol tank with fuel hose with priming bulb and bionet fittings complete with life line
5.1.1.95	Fire extinguisher
5.1.1.96	Fog horn
5.1.1.97	4kg Bruce Anchor, 5m chain and rope
5.1.1.98	Bung plug
5.1.1.99	

No.	Warranty
	The contractor shall provide the following warranties:
5.1.1.100	Five year limited warranty for the hull structure excluding fair wear and tear and abuse.
5.1.1.101	Five years limited warranty for the ORCA1670 Dtex ORCA or Hypalon or equivalent
5.1.1.102	Fabric supplied excluding fair wear and tear and abuse
5.1.1.103	Three-year limited warranty for the engines under commercial use excluding abuse and/or fair wear and tear.
5.1.1.104	12 months for all electronics and other general items excluding abuse and/or fair wear and tear.
5.1.1.105	The warranty provision shall exclude user accidents, mishandling, abuse and/or fair wear and tear.
5.1.1.106	12 months against manufacturing defects and poor workmanship.
No.	Outboard Motor
	The following specification outlines the requirements for the supply of outboard motors for use with inflatable rescue boats.
5.1.1.107	An outboard motor is an engine that effectively propels an inflatable rescue boat.
No.	Outboard Motor Operational Requirements
	For the purposes of surf lifesaving, an outboard motor must be able to meet the following operational requirements:
5.1.1.108	Occupational health and safety requirements;
5.1.1.109	Be of a suitable lifting weight for 2 people
5.1.1.110	Have means for a minimum of 2 people to lift and carry the motor
5.1.1.111	Not have any sharp edges or materials that will cause injury to the user
5.1.1.112	Be used with and provide suitable propulsion for inflatable rescue boats;
5.1.1.113	Have the ability to operate in forward, neutral and reverse;
5.1.1.114	Have operational and maintenance instructions supplied with each unit including a suitable 'roll-over procedure';
5.1.1.115	Ability to attach a propeller guard to the motor;
5.1.1.116	Be suitable and durable for beach and surf conditions
No.	General Specifications
5.1.1.117	The outboard motor used shall be specified by the manufacturer as 50 HP and must be listed on the City of Cape Town approved gear and equipment list.
5.1.1.118	Outboard motors should generally operate in an 'out-of-the-box' condition, as supplied by the manufacturer. The only approved modifications to outboard motors that City of Cape Town and services can undertake include: remove – tilt mechanism, remove – tilt lock mechanism, remove – in gear start lock out, remove – turning lugs, add – pull start cord extension, add – stainless steel spin clamps, add – cowling restraint straps, add – toggle kill switch, add – tilt friction kit, add – steering crush tube, add – solid engine mounts, add – solid stainless-steel tilt bolt, add – throttle linkage kit, add – pan mounts, add – tilt pin sleeve, reinforce –swivel bracket, reinforce – stern brackets, reinforce – steering bracket.NB: All the above parts must be a genuine part from the motor manufacturer.
5.1.1.119	Outboard motors must operate with the restrictor device in place; unless granted exemption (in writing) by SAMSA. Outboard engines must be 4 stroke and have the following engine parts sealed: cylinder head, crankcase, intake manifold and engine mount.
No.	Standards Compliance
5.1.1.120	The craft meets the standards as outlined in C5 Section A Clause 1.9
No.	General Criteria
5.1.1.121	Outboard motors used in Lifesaving operations must be from a regular production run for South Africa and not in limited numbers or from a limited-edition model.
No.	Propeller
5.1.1.122	The following specification outlines the requirements for the supply of propellers for use with inflatable rescue

	boats (IRB).
No.	Operational Requirements
	For the purposes of surf lifesaving, a propeller must be able to meet the following operational requirements
5.1.1.123	Correctly fit and efficiently propel a SAMSA approved outboard engine;
5.1.1.124	Fit within a Lifesaving approved propeller guard;
5.1.1.125	Be durable and suitable for surf conditions.
No.	Propeller Guard
	The following specification outlines the requirements for the design, manufacture and supply of propeller guards for use with inflatable rescue boats (IRB):
5.1.1.126	A propeller guard is an essential safety item for IRB operations. It provides protection to the propeller and to objects in the water in close proximity to the propeller i.e. body parts and marine animals.
5.1.1.127	The propeller guard shall be manufactured from a minimum of 316L stainless steel, or other approved durable material of equal tensile and strength.
5.1.1.128	Example picture will be provided.
No.	Operational Requirements
	For the purposes of surf lifesaving, a propeller guard must be able to meet the following operational requirements:
5.1.1.129	Occupational health and safety requirements;
5.1.1.130	Be of a suitable weight to be safely carried by one person
5.1.1.131	Not have any sharp edges or materials that will cause injury to the user
5.1.1.132	Be used efficiently in the surf with an SAMSA approved propeller and outboard motor;
5.1.1.133	Offer protection to the propeller and to other objects surrounding it in the water;
5.1.1.134	Be suitable and durable for beach and surf conditions.
No.	Front Section of the Guard
5.1.1.135	The front section of the guard shall meet the ring section of guard such that the leading edge of the propeller is set back at least 25mm from the leading edge of the ring guard, when measured 75mm in from the outer edge of the ring guard.
5.1.1.136	The vanes shall be a minimum of 3mm thick by a minimum of 12mm wide.
5.1.1.137	The leading-edge vane shall be 3mm thick by 15mm to 25mm wide.
5.1.1.138	To ensure that there are no sharp edges, the manufacturer may radius all edges of the vane to no more than 1.5mm. The thickness of the vane shall remain consistent at 3mm. The overall length and width of the vane shall remain 3mm x 12mm.
5.1.1.139	The front "face" of the guard shall incorporate vanes, such that the space between them shall not exceed ± 100 mm vanes.
5.1.1.140	The front section of the guard shall be shaped such that it provides a minimum clearing of 5mm from the motor skeg and gear case housing or fit against the skeg and gear case housing
No.	Ring Section of the Guard
5.1.1.141	The ring section of the guard shall fully shroud the propeller extending at least 25mm in front of the leading edge of the propeller (when measured 75mm in from the leading edge of the ring guard) and returning in line with the trailing edge of the propeller.
5.1.1.142	The ring guard may have perforations or openings such that:-
5.1.1.143	A test guard comprising a rod of 13mm in diameter shall not be able to be passed through any single opening
5.1.1.144	The ring guard shall be manufactured from 3mm 316L stainless steel or other approved durable material of equal tensile and strength
5.1.1.145	The leading and trailing edge may have a minimum radius of 1.5mm
5.1.1.146	The guard shall be fixed to the motor by means of a minimum six 8mm (or equivalent size) stainless steel bolts, washers and nyloc nuts. A minimum of 4 bolts, washers and nyloc nuts shall secure the guard to the anti-cavitation plate on either the top or under side. The guard shall be secured at the skeg by two bolts, washers and nyloc nuts.
5.1.1.147	The complete assembly shall be securely fixed to the motor in an approved manner to withstand the forces and stresses applied during violent manoeuvres of the IRB, including beaching.

No.	Stamping of Propeller Safety Guards
5.1.1.148	Propeller guards are to be stamped by the manufacturer with a coded number to allow identification of the guard.e.g. Manufacturer Name/Approved Serial Number/Year of Manufacture/.
No.	Fuel Tank
	The following specification outlines the requirements for the design, manufacture and supply of fuel tanks for use with inflatable rescue boats (IRB).
5.1.1.149	A fuel tank is an effective way of storing fuel for IRB operations.
5.1.1.150	The fuel tank must comply with the relevant ISO standards for portable fuel tanks. The tank must be non-metallic.
5.1.1.151	The fuel tank inlet and outlet fittings must be compatible the engine supplied. These fittings are to be suitably covered to minimise the change of injury to users.
5.1.1.152	Fuel tank should have a maximum capacity of $\pm 25L$
5.1.1.153	The fuel tank should have a suitable connection method that allows the tank to be secured safely in the IRB. These connections are to be suitably covered to minimise the change of injury to users
	For the purposes of surf lifesaving, a fuel tank must be able to meet the following operational requirements:
5.1.1.154	Occupational health and safety requirements;
5.1.1.155	Be of a suitable weight to be safely carried by one person when empty
5.1.1.156	Not have any sharp edges or materials that will cause injury to the user
5.1.1.157	Safely store fuel with no leakages
5.1.1.158	Be safely stored/secured in an inflatable rescue boat;
5.1.1.159	Have the appropriate attachments for an SAMSA approved outboard motor;
5.1.1.160	Be suitable and durable for beach and surf conditions.
No.	Motor Engine
5.1.1.161	Engines must be a 4 stroke design and shall be a maximum of 50 horsepower. The engine must have short shaft.
5.1.1.162	All Engines must have the powerhead in original condition. The clamp screws will be as supplied with the engine.
5.1.1.163	Propellers are to be constructed of aluminium.
5.1.1.164	Propellers are to have three (3) blades
5.1.1.165	It is recommended that propellers have a nine inch (9") pitch.
5.1.1.166	It is recommended that propellers be ten inch (10") to optimise performance diameter.
No.	Accessories
5.1.1.167	Spare starting rope
5.1.1.168	Spark plugs
5.1.1.169	Battery (RR1 size) to be supplied
5.1.1.170	Vessel must be supplied with a suitable weather protective fitted cover for the boat and engine.
No.	Branding and Colour
5.1.1.171	The inflatable rubber boat must be red and yellow in colour with branding text of "SURF RESCUE" to be printed in black on the left and right side pontoons.
5.1.1.172	City of Cape Town logo to be displayed to the left and right of the nose of the boat in black.
5.1.1.173	Final design to be provided to successful vendor.



SURF RESCUE



Sub-item 5.2	Trailer for Inflatable Rubber Boat (IRB)
No.	Technical Specification
5.2.1	Single Axle 990kg Non – Braked 2.4m X 1.5m X 92cm
5.2.2	All trailers provided need to lawfully comply with the National Road Traffic Act and the SABS requirements. Only high quality "A" grade galvanised steel must be used and all components and SABS approved. CO2 welding techniques must be used during manufacturing. All trailers need to conform to SABS Specifications and NATIS Registered.
5.2.3	Jockey wheel to have 2X numatic tyers and winch with webbing strap to be included on trailer as per photo below.
5.2.4	Name plate and number plate to be supplied with the trailer.
5.2.5	Waterproof disk holder to be fitted to the trailer.
5.2.6	2X pickup rollers will be fixed on the left and right side of the trailer
5.2.7	The trailer shall be fitted with a extending neck $\pm 2m$ on the front of the trailer



Item 6.1	Landing Craft Vessel
Fire and Rescue Service landing craft type rescue and workboat of aluminium full body construction and full-length guard rails, requiring optimal available deck space, intended for areas of operation within oceans ports, swamps, lakes, rivers, estuaries and shallow water. Stowage space above deck level must be minimum and incorporated into the hull design as under deck stowage, closed with flush-mounted hatches and all seating must double as stowage. Inclusive of a scooter seat and centre helm console, folding helm seat, jump seat cushioning and a canopy. Ample stowage space to be provided under seating, the deck and within the console. With four 250mm low silhouette stainless steel sturdy cleats secured to forward and aft, on left and right gunnels. Stern to include centre mounted bollard extending above motor covley cover level to prevent tow rope entanglement with outboard motors. The deck shall be self-draining when underway by means of a minimum of two duck bill scuppers so sized to maximise draining.	
No.	Operational Requirements
	For the purposes of a rescue water craft, it must be able to meet the following operational requirements:
6.1.1.1	Occupational health and safety requirements
6.1.1.2	Have appropriate mechanisms to easily and safely manually handle
6.1.1.3	Not have any sharp edges or materials that will cause injury to the user
6.1.1.4	Offer the user efficiency and stability when negotiating flood water conditions
6.1.1.5	High speed manoeuvrability
6.1.1.6	Low speed manoeuvrability
6.1.1.7	Efficient operation in shallow waters
6.1.1.8	Easily and safely operated by two (2) persons
6.1.1.9	Have operational and maintenance instructions supplied with each unit including a suitable 'roll-over procedure'
6.1.1.10	Comfort for long periods of operation.
No.	Structure
	The boat shall be hand constructed from aluminium suitable for use in a marine environment. Seats shall be manufactured from aluminium and installed to the customer's satisfaction. All items that form part of the boat system shall be supplied with a certificate of conformance by the manufacturer and or the OEM.
6.1.1.11	Hull Design Semi-deep V
6.1.1.12	Length 8.4 m
6.1.1.13	Beam 3.18 m
6.1.1.14	Weight (Boat Only) maximum 2260 kg
6.1.1.15	Hull Material 4 mm Marine Grade Aluminium
6.1.1.16	Deck Material 4.5 mm Tread Plate with added box type strengthens
6.1.1.17	along the gunnels.
6.1.1.18	Horsepower Requirements 115 HP / 150 HP (Min / Max)
6.1.1.19	Seating Capacity maximum 20 (including Skipper)
6.1.1.20	Deck Space minimum 25.5 m ²
6.1.1.21	Integral Motor Mount Yes to fit minimum 63cm (25 inch) transom dual motor
6.1.1.22	mounts with motor protection bars.
6.1.1.23	Fuel Capacity Minimum 150 litres below deck built in tank
6.1.1.24	Included as Standard Buoyancy, Centre Console and Electric Bilge Pump
No.	Construction of Hull and Deck
6.1.1.25	Semi-deep V type hull of 4 mm Marine Grade Aluminium with buoyancy cells incorporated in available watertight compartments and a minimum 150 litre under deck built-in fuel tank, forming an integral and critical part of the hull design.
6.1.1.26	Design to include a lowerable bow ramp of as an integral part of the bow design. The bow ramp to be fitted with non-slip internal steps to aid patients crossing the bow bridge. The ramp is to extend forward by minimum 1.2 and maximum 2.3 metres and to allow a wheelchair to be pushed up or a stretcher to be slid over and into the boat.

6.1.1.27	Fabrication to include softening of any sharp angles or points to reduce potential injury or snagging.
6.1.1.28	The hull configuration to include an anti-fouling self-draining wet deck of 4.5 mm tread plate with box type strengthens along reinforced gunnels allowing very little flex and 6 sturdy bollards and four sturdy cleats fitted to the gunnels.
6.1.1.29	Suitable rubbing strake shall be fitted all round the vessel gunnel exterior, excluding the transom.
6.1.1.30	Size and configuration to offer a minimum of 25.5 square metres deck space. Deck space and deck to be finished with non-slip surface.
6.1.1.31	Hinged deck hatch shall be provided for any below deck fuel tank/s, these are to be sized to provide access to the fuel tank shut off valve/s and fuel sender units.
6.1.1.32	Seats shall be of aluminium and installed along the sides and forward of the console to the customer's satisfaction and covered with durable high-density polyethylene closed cell sponge cushioning. Lockable storage bins with suitable marine grade locks must be included.
6.1.1.33	Vessel must be supplied with an appropriate battery and fuel pump in suitable housing.
6.1.1.34	Vessel quoted must conform to SAMSA safety requirements for small vessels.
6.1.1.35	The external hull sides of the vessel shall be painted and bear the corporate branding of the client as well as the respective branding for Fire & Rescue Service. The colours shall be to City of Cape Town colours. Wording shall be white in colour and final design to be provided to successful vendor.
No.	Command Console and Steering
6.1.1.36	A helm console and seat shall be fitted at position to the client's satisfaction in the stern half of the deck.
6.1.1.37	The console shall be fitted with handrails of 32mm 316L stainless steel, the design shall be wrap around type and shall be to the satisfaction of the end user.
6.1.1.38	The stainless-steel piping used on console equipment shall be 316L and provide for a non-slip grip.
6.1.1.39	There shall be sufficient space on the face of the console to accept all the electronics listed and additional space must be afforded for growth.
6.1.1.40	The console must have splash-proof storage lockers to house operational and personal equipment used by the operators.
6.1.1.41	The console must have a shelf that separates the console into an upper and lower storage facility.
6.1.1.42	The console shall allow for access to all equipment housed in the console without the need to dismantle any structure or the requirement to use special tools.
6.1.1.43	The hatch cover used shall have dog catches to lock the hatches, the hatches shall remain closed when unlocked and the boat is operating in a seaway.
	The console shall have:
6.1.1.44	A mechanical steering helm fitted with a 300 mm steering wheel.
6.1.1.45	A 32 mm stainless steel 316L handrails.
6.1.1.46	At least two storage hatch covers.
6.1.1.47	Electronics for all navigation and communication equipment.
6.1.1.48	A switch panel and power control box to IP65.
6.1.1.49	All engine controls and monitoring equipment supplied with the outboard engine package.
6.1.1.50	Fluxgate compass.
6.1.1.51	An NMEA 2K bus.
6.1.1.52	VHF Marine Radio ICOM M 506 transceiver or equivalent. Radio: Supplier shall offer a radio to the client's satisfaction (including ICASA license for during of contract)
6.1.1.53	Chart Plotter Garmin 1222XSV or equivalent.
6.1.1.54	Marine Antenna Garmin 19x NMEA 2K antenna or equivalent
6.1.1.55	Marine Chart/Maps Garmin Blue chart or equivalent.
6.1.1.56	External and internal working lights to the satisfaction of the client.
6.1.1.57	Minimum of six LED waterproof search / flood lights. The vessel shall be fitted with lights suitable for night rating and for low level lighting.
6.1.1.58	Bilge pump switch
6.1.1.59	The consul colour scheme must be a standard yellow or red to client's choice.
No.	Canopy
6.1.1.60	Manufactured of Marine Grade Aluminium and of T-top style canopy top over the helm console at a minimum 1.9 meter height from deck level

No.	Transom
6.1.1.61	The transom shall be the full height of the engine plate with a minimum thickness not be less than 60 mm.
6.1.1.62	Two stainless steel towpoints shall be through bolted on the transom at a position satisfactory to the client.
6.1.1.63	The transom shall be sized to allow the engine to be turned and tilted to the full range of motion without ant limits derivefrom the transom or hull fixtures.
6.1.1.64	The engines brackets shall be bolted to the transom using bolts sized to match the manufacturer's equipment and sealed with Polyurethane adhesive.
6.1.1.65	Access to the engine bolts shall be provided.
6.1.1.66	The transom shall have a minimum of two duck bill type outlets to allow the deck to drain.
6.1.1.67	The transom shall have one duck bill or floating ball type drain in the engine well.
6.1.1.68	The vessel number shall be stamped into an aluminium serial plate which shall be screwed and glue to the transom.
6.1.1.69	Fitted with a non-automatic 2000 GPH fully submersible 12 volt DC bilge pump fitted inside the engine well. A facility for a manual bilge pump shall also be provided.
No.	Anchor Locker
6.1.1.70	The layup construction of the anchor locker shall be the same as the deck.
6.1.1.71	A lockable latch fastener and two stainless- steel hinges shall be fitted.
6.1.1.72	A stainless-steel eye shall be fitted to the inside leg of the bow eye assemblies, this shall act as the bitter end where the anchor rope is attached.
6.1.1.73	The anchor locker shall be lined with a rubber sheet.
6.1.1.74	Two 50mm x 155mm bow anchor rollers of 316 stainless steel with nylon roller will be fitted with stainless steel bolts in a suitable location on the forward gunnels.
No.	Towing Eyes
6.1.1.75	Two minimum 12 mm towing eyes shall be through bolted on the transom.
6.1.1.76	Two minimum 12 mm towing eyes shall be fitted to the vessel, it shall be through in the vessel bow area.
6.1.1.77	The towing and bow eyes shall have backing plates and be approx. 40 mm ID, they shall be secured with Nyloc type nuts.
6.1.1.78	The towing eyes and bow eye shall be made from 316L stainless-steel.
No.	Loose Items
	The following shall be provided with the boat:
6.1.1.79	Category B level Safety equipment sufficient to obtain a Local General Safety Certificate from the South African Maritime Safety Authority. The latest Marine Notice form SAMSA shall govern the quantity. The amount shall be for 6 occupants.
6.1.1.80	20 x SAMSA approved 150 Newton inflatable lifejackets.
6.1.1.81	2.5 Kgs dry chemical powder fire extinguishers with stainless steel bodies.
6.1.1.82	A cover manufactured to fit the entire command console from 90 % shade net shall be supplied. It shall have shock cord stays and be tight fitting.
6.1.1.83	Suitable protective covers for the engines covely will be supplied.
6.1.1.84	A towing bridle shall be supplied.
6.1.1.85	Polyester webbing slings shall be supplied to allow the boat to be lifted up for inspections and repairs. In an emergency the vessel may be recovered at sea to be brought on-board a surface ship of the SA Navy. The lifting oblong should be sized to facilitate this action. Lifting points shall be fitted through the hull and deck and sized to accept the lifting forces experienced in such an action.
6.1.1.86	A stretcher is required to be supplied it shall be possible to stow the stretcher on the boat and the stretcher must be capable of supporting the casualty in an upright position with the causalities mouth clear of water, and also to have the stretcher float horizontal to aid recovery on the boat.
6.1.1.87	Two 50mm nylon webbing net style patient retrieval system of minimum 1.5 meter length will be supplied with the ability to be affixed to either side of the boat the customer's satisfaction.

	Waterproof capsized container with the following items included:
6.1.1.88	Small first aid kit and book
6.1.1.89	1 x hand-held flare
6.1.1.90	1 x Personal Signal Launcher shot
6.1.1.91	1 x orange smoke flare
6.1.1.92	Signal mirror
6.1.1.93	Hand-held compass
6.1.1.94	Waterproof Torch, batteries and spare bulb
6.1.1.95	Space blanket
6.1.1.96	Tool kit
6.1.1.97	Diver's knife and sheath
6.1.1.98	Engine Kill switch
6.1.1.99	Manufacturers Service Manual
6.1.1.100	Tow Rope
6.1.1.101	Fog horn
No.	Supply Support
6.1.1.102	All boat spares shall be available from the contractor for a minimum period of five years. Any design upgrades or recall notices pertaining to the boat system shall be made available to the client 30 days of the receipt by the supplier.
6.1.1.103	A complete list of recommended spares to support the boat shall be supplied by the contractor upon written request of the client.
6.1.1.104	All documents shall be in English language and bound.
6.1.1.105	Spare quantities shall be based on one boat over a five- year period.
6.1.1.106	The completed boat, together with all associated loose items, shall be made ready for transport, ex-factory to be delivered to the delivery address as agreed upon during the contract negotiations.
6.1.1.107	All documentation shall be delivered to the address as listed on the order.
6.1.1.108	The total life expectancy of the boat shall be greater than 10 (ten) years of normal usage and storage excluding fair wear and tear or abuse.
6.1.1.109	The boat shall be robust, simple construction and shall be easy to maintain without the use of special tools or exotic materials.
6.1.1.110	The manufacturer shall generate and supply maintenance procedures, which prevent any accelerated degradation of the boat system.
6.1.1.111	The boat shall be designed so as to provide adequate maintenance access to equipment and fittings.
No.	Warranty
6.1.1.112	Manufacturer's warranty from the purchase shall be a minimum:
6.1.1.113	Hull - 2 years against faulty materials and workmanship
6.1.1.114	Fittings - 2 years against faulty materials and workmanship
6.1.1.115	Engine – 3 years
6.1.1.116	The complete vessel should have a lifespan of at least 10 years.
6.1.1.117	The RWC must be seaworthy by the South African Maritime Safety Authority (SAMSA). Proof of compliance must be supplied on delivery of the RWC.
No.	Anchor
6.1.1.118	One 8 kg Bruce type hot dipped galvanised heavy duty anchor or equivalent shall be supplied with 12 m of 8 mm galvanised chain and 50 m of 11 mm braided nylon rope.
No.	Standards Compliance
6.1.1.119	The craft meets the standards as outlined in C5 Section A Clause 1.9

Sub-item 6.2	Trailer for Landing Craft Vessel
No.	Technical Specification
6.2.1	All trailers provided need to lawfully comply with the National Road Traffic Act and the SABS requirements. Only high quality "A" grade galvanised steel must be used and all components and SABS approved. CO2 welding techniques must be used during manufacturing. All trailers need to conform to SABS Specifications and NATIS Registered.
6.2.2	Double axle minimum 3.5 ton trailer provided and to be compliant with the National Road Traffic Act and the SABS requirements.
6.2.3	Trailer need to conform to SABS Specifications and NATIS Registered.
6.2.4	Only high quality "A" grade galvanised steel must be used and all components and SABS approved.
6.2.5	CO2 welding techniques must be used during manufacturing.
6.2.6	Trailer to be fitted with wooden or roller bunks that conforms to shape of hull.
6.2.7	Winch snubber post to attain proper support for boat and optimum tow characteristics and a suitable braking coupler and head with lock facility.
6.2.8	Jockey wheel of minimum 48mm diameter and winch to be included on trailer.
6.2.9	Name plate and number plate to be supplied with the trailer.
6.2.10	Extending light bars to hold full rear light board, board to be included with 7 pin N-type towing plug fitted.
6.2.11	Waterproof disk holder to be fitted to the trailer.
6.2.12	Trailer to be fitted with high-visibility reflective tape and the branding "CITY OF CAPE TOWN FIRE & RESCUE" to be displayed as close to the jockey wheel as possible.



Landingcrafts - catamarans



Item 7.1	Rigid Hull Vessel
No.	General
7.1.1.1	The procured vessel must be a pre-existing design and readily available for manufacture and deployment without the need for significant customization or modifications.
7.1.1.2	Tenderers are required to submit documentation supporting the pre-existing design including detailing the vessel's track record, manufacturer documentation, certifications, inspection reports, and any supporting or contactable references.
7.1.1.3	The evaluation of proposals will place significant emphasis on the vessel's proven track record and adherence to these specifications.
7.1.1.4	Medium sized mono or cathedral hulled vessel for coastal management activities
7.1.1.5	The equipment is to be stored ready in full daylight under beach conditions with high humidity, high UV and highly saline environment, the vessel and all the equipment must be fit for use in a salt water environment with minimal downtime for maintenance.
No.	Standards Compliance
7.1.1.6	The craft meets the standards as outlined in C5 Section A Clause 1.9
7.1.1.7	Lloyd's Rules and regulations for the classification of Yachts and small vessel, as well as Lloyd's rules and regulations for Special Service Craft where applicable.
7.1.1.8	SAMSA Marine Circular no. 13 of 2007 or as amended at bidding closure.
7.1.1.9	International regulation for the prevention of collisions at sea (1972).
7.1.1.10	It is a compulsory requirement that the supplier provide references and proof of manufacture of these standards as well as a track record building for commercial clients in the Republic of South Africa, the standards as referenced must be available during the inspection audit for supplier capability.
No.	Indicative Dimensional Requirements
7.1.1.11	Internal Volume
7.1.1.12	Length OA
7.1.1.13	Beam OA
7.1.1.14	Freeboard
7.1.1.15	Draft
7.1.1.16	Deadrise
7.1.1.17	Transom
7.1.1.18	Transom Height
7.1.1.19	Transom Length
7.1.1.20	HP Twin
7.1.1.21	Construction
7.1.1.22	Fuel
7.1.1.23	Hull Weight
7.1.1.24	Boat plus trailer
No.	Other
7.1.1.25	Minimum seating capacity 6 persons
7.1.1.26	Their shall be NO railing at the bow
7.1.1.27	The vessels must have marine tow connections– vessel will require secure attachment points on port and starboard side at the stern to attach a towing bridle.
7.1.1.28	Engines must be protected by a suitable, approved protective cover bar. This must be approved marine grade of stainless steel or high tensile steel, hot dipped galvanised and black powder coated.
7.1.1.29	Motors must have full auto trim and tilt, including all necessary gauges and dial indicators etc.
7.1.1.30	The motor consul panel/s must include fuel, temperature and oil gauges, and a marine grade 12v electrical outlet. The consul colour scheme must be a standard white or blue or grey to clients choice.
7.1.1.31	Marine GPS: Garmin 010-02679-01, ECHOMAP UHD2 Touch 62sv WW w/GT54 xdcr with Hydrographic Sonar

	and built-in transducer to provide depth to sea bottom measurement (not a fishfinder).
7.1.1.32	Marine VHF Radio: Supplier shall offer a radio to the client's satisfaction (including ICASA license for the duration of the contract)
7.1.1.33	The vessel shall be fitted with lights suitable for night rating and for low level lighting.
7.1.1.34	Vessel must be supplied with a suitable weather protective fitted cover for the boat and engine.
7.1.1.35	A Bruce type anchor appropriate to the vessel complete with 20 m of chain and 100 m braided nylon rope.
7.1.1.36	Lockable storage bins with suitable marine grade locks must be included.
7.1.1.37	Vessel must be supplied with appropriate batteries and fuel pump in suitable housing
7.1.1.38	Vessel quoted must conform to SAMSA safety requirements for small vessels.
7.1.1.39	Vessel quoted must show a track record of sea trials and safety
7.1.1.40	The colours shall be to City of Cape Town colours.
No.	Warranty
7.1.1.45	The contractor shall provide the following warranties:
7.1.1.46	Five year limited warranty for the hull structure excluding fair wear and tear and abuse.
7.1.1.47	Three-year limited warranty for the engines under commercial use excluding abuse and/or fair wear and tear.
7.1.1.48	12 months for all electronics and other general items excluding abuse and/or fair wear and tear.
7.1.1.49	12 months against manufacturing defects and poor workmanship.
7.1.1.50	The warranty provision shall exclude user accidents, mishandling, abuse and/or fair wear and tear.



Sub-item 7.2	Trailer for Rigid Hull Vessel
No.	Technical Specification
	All trailers provided need to lawfully comply with the National Road Traffic Act and the SABS requirements. Only high quality "A" grade galvanised steel must be used and all components and SABS approved. CO2 welding techniques must be used during manufacturing. All trailers need to conform to SABS Specifications and NATIS Registered. All trailers provided need to lawfully comply with the National Road Traffic Act and the SABS requirements. Only high quality "A" grade galvanised steel must be used and all components and SABS approved. CO2 welding techniques must be used during manufacturing. All trailers need to conform to SABS Specifications and NATIS Registered.
7.2.1	Jockey wheel and winch to be included on trailer.
7.2.2	Name plate and number plate to be supplied with the trailer.
7.2.3	Waterproof disk holder to be fitted to the trailer.
7.2.4	Jockey wheel and winch to be included on trailer.
7.2.5	Name plate and number plate to be supplied with the trailer.
7.2.6	Waterproof disk holder to be fitted to the trailer.
7.2.7	Trailer shall be fitted with autobreaking.

Item 8.1	Rescue Utility Craft
Fire and Rescue Service utility workboat of aluminium full body construction that is light and easy to handle, intended for areas of operation within ports, swamps, lakes, rivers, estuaries and shallow water. With additional storage space integrated into a cushioned and curved bow step, with a half deck, thwart seating and full-length guard rails. Inclusive of a scooter seat and centre helm console, folding helm seat, jump seat cushioning and a folding canopy. Ample stowage space to be provided under the bow plate and in the stern jump seat boxes. With four 250mm low silhouette stainless steel sturdy cleats secured to forward and aft, on left and right gunnels. Bow to include centre mounted bollard. The deck shall be self-draining when underway by means of two duck bill scuppers so sized to maximise draining.	
No.	Operational Requirements
	For the purposes of a rescue water craft, it must be able to meet the following operational requirements:
8.1.1.1	Occupational health and safety requirements
8.1.1.2	Have appropriate mechanisms to easily and safely manually handle
8.1.1.3	Not have any sharp edges or materials that will cause injury to the user
8.1.1.4	Offer the user efficiency and stability when negotiating flood / swift water conditions
8.1.1.5	High speed manoeuvrability in white water
8.1.1.6	Low speed manoeuvrability
8.1.1.7	Efficient operation in shallow waters
8.1.1.8	Be suitable and durable for beach and surf conditions
8.1.1.9	Easily and safely operated by one (1) person
8.1.1.10	Tow an SAMSA approved rescue sled with at least two (2) persons on the sled
8.1.1.11	Have operational and maintenance instructions supplied with each unit including a suitable 'roll-over procedure'
8.1.1.12	Comfort for long periods of operation.
No.	Materials
8.1.1.13	The boat shall be hand constructed from aluminium suitable for use in a marine environment.
8.1.1.14	Seats shall be manufactured from aluminium and installed to the customer's satisfaction.
8.1.1.15	All items that form part of the boat system shall be supplied with a certificate of conformance by the manufacturer and or the OEM.
8.1.1.16	Hull Design Shallow V
8.1.1.17	Length 4.8 m
8.1.1.18	Beam 2.0 m
8.1.1.19	Weight (Boat Only) maximum 500kg
8.1.1.20	Hull Material 3mm Marine Grade Aluminium
8.1.1.21	Deck Material 4.5 mm Tread Plate with added box type strengthens along the gunnels.
8.1.1.22	Propulsion Jet drive motor
8.1.1.23	Horsepower Requirements 40 / 60 HP (Min / Max)
8.1.1.24	Seating Capacity maximum 6 (including Skipper)
8.1.1.25	Deck Space minimum 7 m ²
8.1.1.26	Integral Motor Mount Yes to fit minimum 63cm (25 inch) transom motor
8.1.1.27	Fuel Capacity Minimum 50 litres
8.1.1.28	Included as Standard Buoyancy, Centre Console and Electric Bilge Pump
No.	Hull and Deck
8.1.1.29	Shallow V hull of 3 mm Marine Grade Aluminium and having shallow draft.
8.1.1.30	The hull shall be flat bottom displacement type.
8.1.1.31	Self-draining wet deck of 4.5 mm tread plate with box type strengthens along reinforced gunnels allowing very little flex.
8.1.1.32	Four sturdy cleats fitted to the gunnels with a bollard fixed on bow to secure anchor.
8.1.1.33	Suitable rubbing strake shall be fitted all round the vessel gunnel exterior, excluding the transom.

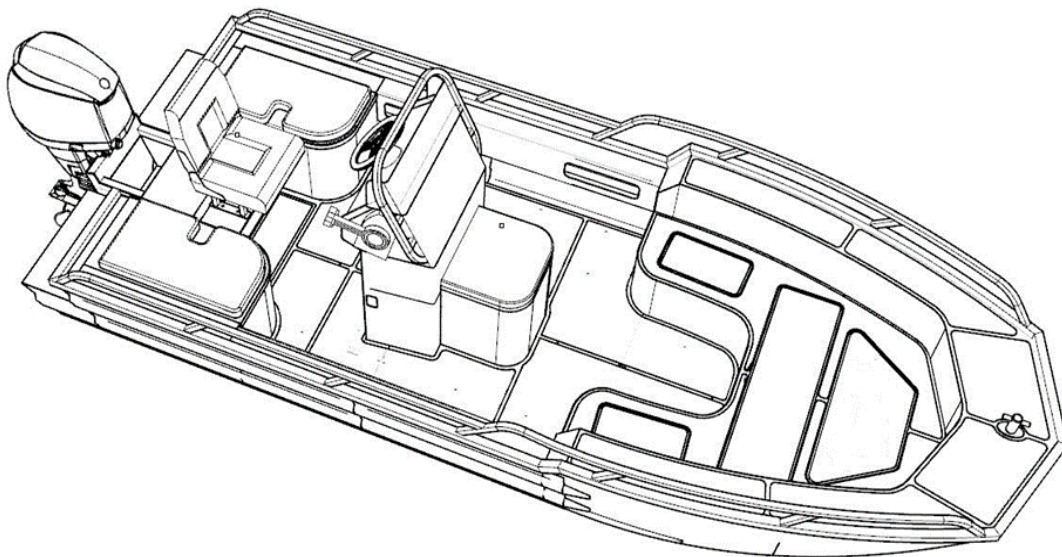
8.1.1.34	The vessels must have marine tow connections and will require secure attachment points on port and starboard side at the stern to attach a towing bridle.
8.1.1.35	Deck space and deck surface to be finished with non-slip and durable high-density polyethylene closed cell sponge cushioning.
8.1.1.36	Hinged deck hatch shall be provided for any below deck fuel tank/s, these are to be sized to
8.1.1.37	provide access to the fuel tank shut off valve/s and fuel sender units.
8.1.1.38	Lockable storage bins with suitable marine grade locks must be included.
8.1.1.39	Vessel must be supplied with an appropriate battery and fuel pump in suitable housing
8.1.1.40	Vessel quoted must conform to SAMSA safety requirements for small vessels.
8.1.1.41	Vessel must be supplied with a suitable weather protective fitted cover for the boat and engine.
8.1.1.42	The external hull sides of the vessel shall be painted and bear the corporate branding of the client as well as the respective branding for Fire & Rescue Service. The colours shall be to City of Cape Town colours. Wording shall be white in colour and final design to be provided to successful vendor.
No.	Command Console and Steering
8.1.1.43	A console shall be fitted at position to the client's satisfaction in the stern half of the deck.
8.1.1.44	The console shall be fitted with a handrail of 32mm 316L stainless steel, the design shall be wrap around type and shall be to the satisfaction of the end user.
8.1.1.45	The stainless-steel piping used on console equipment shall be 316L and provide for a non-slip grip.
8.1.1.46	There shall be sufficient space on the face of the console to accept all the electronics listed and additional space must be afforded for growth.
8.1.1.47	The console must have splash-proof storage lockers to house operational and personal equipment used by the operators.
8.1.1.48	The console must have a shelf that separates the console into an upper and lower storage facility.
8.1.1.49	The console shall allow for access to all equipment housed in the console without the need to dismantle any structure or the requirement to use special tools.
8.1.1.50	The hatch cover used shall have dog catches to lock the hatches, the hatches shall remain closed when unlocked and the boat is operating in a seaway.
	The console shall have:
8.1.1.51	A mechanical steering helm fitted with a 300 mm steering wheel.
8.1.1.52	A 32 mm stainless steel 316L handrail.
8.1.1.53	At least two storage hatch covers.
8.1.1.54	Electronics for all navigation and communication equipment.
8.1.1.55	A switch panel and power control box to IP65.
8.1.1.56	All engine controls and monitoring equipment supplied with the outboard engine package.
8.1.1.57	Fluxgate compass.
8.1.1.58	An NMEA 2K bus.
8.1.1.59	VHF Marine Radio ICOM M 506 transceiver or equivalent. Radio: Supplier shall offer a radio to the client's satisfaction (including ICASA license for the duration of the contract)
8.1.1.60	Chart Plotter Garmin 1222XSV or equivalent.
8.1.1.61	Marine Antenna Garmin 19x NMEA 2K antenna or equivalent
8.1.1.62	Marine Chart/Maps Garmin Blue chart or equivalent.
8.1.1.63	External and internal working lights to the satisfaction of the client.
8.1.1.64	Minimum of two LED waterproof search / flood lights. The vessel shall be fitted with lights suitable for night rating and for low level lighting.
8.1.1.65	Bilge pump switch
8.1.1.66	The consul colour scheme must be a standard yellow or red to clients choice.
No.	Transom
8.1.1.67	The transom shall be the full height of the engine plate with a minimum thickness not be less than 60 mm.
8.1.1.68	Two stainless steel towing points shall be through bolted on the transom at a position satisfactory to the client.
8.1.1.69	The transom shall be sized to allow the engine to be turned and tilted to the full range of motion without ant limits derived from the transom or hull fixtures.

8.1.1.70	The engines brackets shall be bolted to the transom using bolts sized to match the manufacturer's equipment and sealed with Polyurethane adhesive.
8.1.1.71	Access to the engine bolts shall be provided.
8.1.1.72	The transom shall have two duck bill type outlets to allow the deck to drain.
8.1.1.73	The transom shall have one duck bill type drain in the engine well.
8.1.1.74	The vessel number shall be stamped into an aluminium serial plate which shall be screwed and glue to the transom.
8.1.1.75	Fitted with a non-automatic 2000 GPH fully submersible 12 volt DC bilge pump fitted inside the engine well. A facility for a manual bilge pump shall also be provided
No.	Anchor Locker
8.1.1.76	The layup construction of the anchor locker shall be the same as the deck.
8.1.1.77	The anchor locker shall follow the shape of the bow step plate.
8.1.1.78	A lockable latch fastener and two stainless- steel hinges shall be fitted.
8.1.1.79	A stainless-steel eye shall be fitted to the inside leg of the bow eye assembly, this shall act as the bitter end where the anchor rope is attached.
8.1.1.80	The anchor locker shall be lined with a rubber sheet.
8.1.1.81	A 50mm x 155mm bow anchor roller of 316 stainless steel with nylon roller will be fitted with stainless steel bolts.
No.	Towing Eyes
8.1.1.82	Two 12 mm towing eyes shall be through bolted on the transom.
8.1.1.83	One 12 mm towing eyes shall be fitted to the vessel, it shall be through in the anchor locker.
8.1.1.84	The towing and bow eyes shall have backing plates and be approx. 40 mm ID,
8.1.1.85	They shall be secured with Nyloc type nuts.
8.1.1.86	The towing eyes and bow eye shall be made from 316L stainless-steel.
No.	Loose Items
	The following shall be provided with the boat:
8.1.1.87	Two Indian head type wooden paddles with securing mechanisms to vessel interior.
8.1.1.88	Category B level Safety equipment sufficient to obtain a Local General Safety Certificate from the South African Maritime Safety Authority. The latest Marine Notice form SAMSA shall govern the quantity. The amount shall be for 6 occupants.
8.1.1.89	6 x SAMSA approved 150 Newton inflatable lifejackets.
8.1.1.90	6 x SAMSA approved foam lifejackets for passengers.
8.1.1.91	2.5 Kgs dry chemical powder fire extinguishers with stainless steel bodies.
8.1.1.92	A boat cover manufactured from 90 % shade net shall be supplied and it shall have. It shall have shock cord stays and be tight fitting. It shall cover the boat, console, engines and any canopy bars whether deployed or stowed.
8.1.1.93	A towing bridle shall be supplied.
8.1.1.94	A polyester webbing sling shall be supplied to allow the boat to be lifted up for inspections and repairs. In an emergency the vessel may be recovered at sea to be brought on-board a surface ship of the SA Navy. The lifting oblong should be sized to facilitate this action. Lifting points shall be fitted through the hull and deck and sized to accept the lifting forces experienced in such an action.
8.1.1.95	A stretcher is required to be supplied it shall be possible to stow the stretcher on the boat and the stretcher must be capable of supporting the casualty in an upright position with the casualties mouth clear of water, and also to have the stretcher float horizontal to aid recovery on the boat.
8.1.1.96	Waterproof capsize container with the following items included:
8.1.1.97	Small first aid kit and book
8.1.1.98	1 x hand-held flare
8.1.1.99	1 x Personal Signal Launcher shot
8.1.1.100	1 x orange smoke flare
8.1.1.101	Signal mirror

8.1.1.102	Hand-held compass
8.1.1.103	Waterproof Torch, batteries and spare bulb
8.1.1.104	Space blanket
8.1.1.105	Tool kit
8.1.1.106	Diver's knife and sheath
8.1.1.107	Engine Kill switch
8.1.1.108	Manufacturers Service Manual
8.1.1.109	Tow Rope
8.1.1.110	Fog horn
No.	Supply Support
8.1.1.111	All boat spares shall be available from the contractor for a minimum period of five years. Any design upgrades or recall notices pertaining to the boat system shall be made available to the client 30 days of the receipt by the supplier.
8.1.1.112	A complete list of recommended spares to support the boat shall be supplied by the contractor upon written request of the client.
8.1.1.113	All documents shall be in English language and bound.
8.1.1.114	Spare quantities shall be based on one boat over a five- year period.
8.1.1.115	The completed boat, together with all associated loose items, shall be made ready for transport, ex-factory to be delivered to the delivery address as agreed upon during the contract negotiations.
8.1.1.116	All documentation shall be delivered to the address as listed on the order.
8.1.1.117	The total life expectancy of the boat shall be greater than 10 (ten) years of normal usage and storage excluding fair wear and tear or abuse.
8.1.1.118	The boat shall be robust, simple construction and shall be easy to maintain without the use of special tools or exotic materials.
8.1.1.119	The manufacturer shall generate and supply maintenance procedures, which prevent any accelerated degradation of the boat system.
8.1.1.120	The boat shall be designed so as to provide adequate maintenance access to equipment and fittings.
No.	Warranty
	The contractor shall provide the following warranties:
8.1.1.121	Five year limited warranty for the hull structure excluding fair wear and tear and abuse.
8.1.1.122	Three-year limited warranty for the engines under commercial use excluding abuse and/or fair wear and tear.
8.1.1.123	12 months for all electronics and other general items excluding abuse and/or fair wear and tear.
8.1.1.124	12 months against manufacturing defects and poor workmanship.
8.1.1.125	The warranty provision shall exclude user accidents, mishandling, abuse and/or fair wear and tear.
No.	Standards Compliance
8.1.1.126	The craft meets the standards as outlined in C5 Section A Clause 1.9

Sub-item 8.2	Trailer for Rescue Utility Craft
No.	Technical Specification
11.1.1.1	Single axle minimum 1 ton trailer provided needs to lawfully comply with the National Road Traffic Act and the SABS requirements.
11.1.1.2	Trailer need to conform to SABS Specifications and NATIS Registered.
11.1.1.3	Only high quality "A" grade galvanised steel must be used and all components and SABS approved.
11.1.1.4	CO2 welding techniques must be used during manufacturing.
11.1.1.5	Trailer to be fitted with wooden or roller bunks that conforms to shape of hull.
11.1.1.6	Winch snubber post to attain proper support for boat and optimum tow characteristics and a 750kg braking coupler, minimum 50mm head with lock facility.
11.1.1.7	Jockey wheel of minimum 48mm diameter and winch to be included on trailer.
11.1.1.8	Name plate and number plate to be supplied with the trailer.

11.1.1.9	Extending light bars to hold full rear light board, board to be included with 7 pin N-type towing plug fitted.
11.1.1.10	Waterproof disk holder to be fitted to the trailer.
11.1.1.11	Trailer to be fitted with high-visibility reflective tape and the branding "CITY OF CAPE TOWN FIRE & RESCUE" to be displayed as close to the jockey wheel as possible.
11.1.1.12	The trailer must be supplied with an internal extended neck on the trailer.



Item 9.1	Rapid Deployment Rescue Inflatable Raft
Ark AA 420 Rescue or equivalent inflatable boat used as a flood rescue platform, portable rescue boat suited for rapid deployment in yellow with red trim and wording "FIRE & RESCUE" on either side centre pontoon. Compliant with ISO 6185 (Cat 1)	
No.	Construction Features
9.1.1.1	Ultra-rugged construction of PVC manufactured from high quality PVC (1450gm/m ² 12X12 weave 1100 Dtex or equivalent)
9.1.1.2	Tensile Strength 3000 N/50mm
9.1.1.3	Cold Resistance -30 C and Heat Resistance +70 C
9.1.1.4	Crack Resistance < 100000 X
9.1.1.5	To include 6 chambers including the floor and the removable thwart.
9.1.1.6	Each chamber is fitted with an inflation valve. Valves 2 aft and 2 stern total of 4 chambers excluding floor chamber.
9.1.1.7	Pontoons / Tubes to be welded with overlapped seams and strips inside and outside using the rotary hot air welder, then assembled using a combination of glue and HF welding.
9.1.1.8	Floor constructed of a woven mesh interior.
9.1.1.9	All air chambers must be capable of pressure in excess of the recommended 0.25 bar.
9.1.1.10	Plastic caps permanently attached by means of pull cord or plastic coated wire onto the valve and fully seat to prevent water and dirt entry into the valve.
9.1.1.11	Fitted with 12 well placed heavy duty stainless steel multi-directional D-rings attachment points with 750kg breaking strain each. 10 exterior sides, 2 interior.
9.1.1.12	Fitted with 20 webbing carry handles placed along strong attachment points, sewn onto a patch using a parachute stitch. Then welded into a cover patch and thermabonded to the tubes/pontoons, capable of carrying shared loads of two tonnes. (2 exterior stern/bow; 10 exterior sides & 8 interior).
No.	Design Features
9.1.1.13	4.2 Metre boat with airfloor fast bailing rescue craft designed for rapid deployment for two operators and one lying patient.
9.1.1.14	Grab handles with grab rope combined with internal handles for easy boarding and carrying and so positioned to use craft as stretcher/litter. Inside handles to assist boarding.
9.1.1.15	Multidirectional D-rings placed to allow multiple rigging systems and Heli lifting devices; allow wide range of attachment systems.
9.1.1.16	Air Floor Droptread or equivalent fabric to provide rigid floor and super-fast improve bailing.
9.1.1.17	3 Thwart seats, including a rear inflatable seat with seat cushion attachments consisting of a plastic quick release clip and webbing strap on either end of the thwart and able to attach to any grab handle.
9.1.1.18	Pockets to hold floor down
9.1.1.19	1000mm and 700mm bailing cut-outs.
9.1.1.20	In protective PVC bag fitted with 4 x 50mm webbing carry handles at ends; and rope closures with rope – included.
9.1.1.21	Supplied with 3 Cobra or equivalent double paddles and 2 six litre double action pumps with inflation hose and attachment.
	Dimensions:
9.1.1.22	Total Length: 4200mm
9.1.1.23	Inside Length: 3520 mm
9.1.1.24	Outside Width: 1180mm
9.1.1.25	Inside Width: 460mm



Item 10.1	Anchor
No.	Technical Specification
10.1.1.1	One 4.5 kg Bruce type hot dipped galvanised heavy duty anchor or equivalent shall be supplied with 5 m of 6 mm galvanised chain and 50 m of 11 mm braided nylon rope.
Item 11.1	Electric High Volume Air Pump
No.	Technical Specification
11.1.1.1	Electric air pump / inflator.
11.1.1.2	Fitted with 230V main motor and supplementary booster motor, capable of running simultaneously or main only.
11.1.1.3	Both motors protected by thermal-ampere fuses.
11.1.1.4	Reversible flow to inflate and deflate.
11.1.1.5	Rugged durable one-piece casing with waterproof switch.
11.1.1.6	CE approved
11.1.1.7	Cord Length: 3 meters.
11.1.1.8	Max. Pressure: 230 to 500 mbar
11.1.1.9	Flow Rate: 1800 to 2500 L/min.
11.1.1.10	Weight: 4.1 kg
11.1.1.11	Carry strap, inflation hose and attachments included.
Item 12.1	Water Rescue Personal Floatation Device
No.	Technical Specification
12.1.1.1	SAMSA / NRCS approved and in compliance to the SANS 12402-5:2007 or equivalent ISO standards as personal flotation devices: buoyancy aids; and to meet the minimum level 50 safety requirements with minimum 50 Newton rated positive buoyancy.
12.1.1.2	Comfortable coat design of Cordura or equivalent outer casing, nylon inner shell with large arm holes, front YKK or equivalent zip closure, integrated 50mm webbing body harness and internal floatation of non-water absorbent material
12.1.1.3	Knife and strobe light attachment points high on chest/shoulders
12.1.1.4	2x plastic D-ring attachment points and 2x accessory pockets with zip closures fitted on front
12.1.1.5	Fully adjustable and integrated nylon webbing waist belt (belly strap) with snap type adjustable plastic buckle
12.1.1.6	Integrated 50mm webbing leg straps with plastic coated rust resistant metal buckles
12.1.1.7	Two integrated and adjustable side 25mm webbing straps with plastic buckles
12.1.1.8	Quick release towing system of 50mm webbing with plastic and stainless steel release buckle
12.1.1.9	25mm wide webbing cowtail tether of minimum 600mm in length, with stitched end loops with fitted stainless steel ring (welded) and aluminium snap link carabiner, included when supplied
12.1.1.10	Back mounted pocket for flat design throwbag, with Velcro closure and 25mm yellow webbing pull strap to open, secured to shoulder with Velcro tab.
12.1.1.11	Flat design throwbag with easy grip handle, capable of holding at least 10m yellow floating rope (8mm diameter), with aluminium snap link carabiner included when supplied
12.1.1.12	High visibility retro-reflective tape, placed high up and sewn onto the PFD covering no less than 100 cm ² on front and back
12.1.1.13	Size curve from S to XXL
12.1.1.14	Tow Tether included to support up to 1100 lbs, when properly integrated with the cam lock buckle release system on the vest and includes a stainless steel O ring and a heavy duty carabineer.
12.1.1.15	Cover to keep the Tether snag free
Item 13.1	Emergency Water Rescue Strobe
No.	Technical Specification
13.1.1.1	Lamp: High-Power LED strobe of 200+ lumens with twist-on rotary switch
13.1.1.2	Lamp Life: 10,000+ hours

13.1.1.3	Flash Rate: 2hz (2 times per second, 120/min.)
13.1.1.4	Burn Time: 11+ hours with fresh batteries
13.1.1.5	Powered by batteries: 1 x AA Alkaline
13.1.1.6	Materials: ABS plastic and LEXAN® or equivalent with Velcro securing strap included
13.1.1.7	Depth Rating: 300 m with IP68M enclosure protection rating
13.1.1.8	CE (European Union) compliant
13.1.1.9	Approximate dimensions: 15 cm length by 3 cm diameter
13.1.1.10	Approximate weight: 0.17 kg
Item 14.1	Rescue Throw lines and bags
No.	Technical Specification
14.1.1.1	Minimum breaking strength of not less than 13 kN (2,923 lbf.) Minimum diameter of 7 mm (19/64 in.) and a maximum diameter of 9.5 mm (3/8 in.)
14.1.1.2	After a 24 hour immersion in water, the entire length of the throw line must float to the surface within one minute
14.1.1.3	Length range of 10 and 15 Meter
14.1.1.4	Multi-use water rescue line. Bags.
14.1.1.5	Handle for easy and accurate throwing
14.1.1.6	Quick-release buckle to attach the bag to a boat or PFD.
14.1.1.7	Pack Cloth and Mesh bags both have an Ethafoam disk for added flotation.
14.1.1.8	Integral flotation, a side grommet and a reflective stripe
Item 15.1	Rescue Torpedo Buoy (RTB)
No.	Technical Specification
15.1.1.1	Rigid typical lifeguard buoy manufactured of low density polyethylene plastic moulded with grab handles on sides and bottom; with 10mm x 1.5 meter nylon / polypropylene rope as leash and body strap of 50mm webbing attached.
15.1.1.2	Weight: approximately 1kg
15.1.1.3	Dimensions (LxWxD): 68 x 24 x 14cm
15.1.1.4	Colour: Yellow or International Orange
15.1.1.5	Branding in white or red: "Fire & Rescue"
Item 16.1	Search & Rescue Swimmer Shortfins
No.	Technical Specification
16.1.1.1	Specialised high performance, short shape, compact swimming fin specifically designed for water rescue, SAR swimming and helicopter operations.
16.1.1.2	Designed to provide rescue swimmer with explosive thrust, exceptional manoeuvrability and lessen leg and ankle fatigue
16.1.1.3	Soft large foot pocket with open heel and large blow hole vent for central drainage
16.1.1.4	Hydrodynamic ultra-light technopolymer blade split design with rails to reduce drag, increases lift and propulsion, as well as providing efficient water flow
16.1.1.5	Padded heel fin strap with two plastic adjustable swivelling buckles attachment points and integral quick-release ankle leash system that secure fins in rough water
16.1.1.6	Lugs on base of foot pocket for grip and increasing traction
16.1.1.7	Size large, with adjustable design to fit dive/rescue style molded sole aqua boots or booties
16.1.1.8	Overall length approximately 42 cm and blade width 25 cm
16.1.1.9	Approximate weight 2 kg or less per pair
16.1.1.10	Colours: Yellow/Black or Black/Black
Item 17.1	Whistle and Tether
No.	Technical Specification
17.1.1.1	Thermoplastic grip and teeth protection

17.1.1.2	Two self-clearing pealess chambers
17.1.1.3	Approximately 120dB+ clear sound generation
17.1.1.4	Neck lanyard and lanyard attachment
Item 18.1	Water Rescue Knife
No.	Technical Specification
18.1.1.1	Blade manufactured of 304 or 306 or 420 stainless steel
18.1.1.2	Compact multipurpose blunt tip knife
18.1.1.3	Part serrated, single cutting edge blade; with line cutter notch
18.1.1.4	Blade length of approximately 8cm to 12cm and 4mm blade thickness
18.1.1.5	Molded grip with finger slip guard; integrated two finger squeeze-lock mechanism and lanyard eyelet in handle. Wrist attaching type lanyard included.
18.1.1.6	Quick-release plastic sheath with safety locking mechanism and mounting assembly kit for attachment to either jacket webbing or waist belt included.
Item 19.1	Rescue Swimmer Goggles
No.	Technical Specification
19.1.1.1	Comfortable leak-resistant, high quality hypoallergenic liquid bio-silicone low volume skirt
19.1.1.2	Oversized and durable one-piece frame that reduces drag and allowing 180-degree wide clear vision when swimming
19.1.1.3	100% UV protection, anti-fog, scratch resistant and tinted wrap-around lenses for clear visibility
19.1.1.4	Lenses to be CE certified for conformity to ANSI Z86.11-1985 Lenses for masks for recreational skin and scuba diving.
19.1.1.5	Integrated buckle system allowing single touch quick strap adjustment and full 180-degree strap rotation, in or out of the water
19.1.1.6	Adjustable silicone comfort dual strap for secure fit
19.1.1.7	Protective storage pouch included
19.1.1.8	Maximum item weight approximately 5 grams
19.1.1.9	Frame colour: Red
19.1.1.10	This is a dive mask and snorkel.
Item 20.1	Multi Purpose Rescue Helmet
No.	Technical Specification
20.1.1.1	High performance multi role helmet suited for professional water rescue activities inclusive of PWC (power water craft), Jet Ski, Swift Water and Sea rescue environments.
20.1.1.2	Helmet must be compatible with the fitment of the following of accessories (ear muffs and torch mounts)
20.1.1.3	Shell manufactured from UV stable, high impact resistant ABS plastic materials that are rust proof and able to withstand harsh climate conditions and temperature extremes.
20.1.1.4	Close fitting and sleek shell profile providing for comfort and protection, has low drag, rapid water drainage, good water immersion & neutral buoyancy, minimize risk of head, neck and spine injury during water impact, whilst allowing freedom of movement and maximum peripheral vision.
20.1.1.5	Size adjustable interior lining and comfort strips must be quick drying foam liners, with minimum 8mm broad headband.
20.1.1.6	Retention system of non-stretch webbing, with quick release buckles.
20.1.1.7	Helmet must be tested and suitable for a very diverse field of task
20.1.1.8	Working at height / Urban climbing
20.1.1.9	Maritime operations / Boat driver
20.1.1.10	Confined space / CBRN
20.1.1.11	Technical assistance / Rescue
20.1.1.12	Snowmobile/Jetski/Quad Bike
20.1.1.13	Colours Available:
20.1.1.14	Hi-Viz yellow
20.1.1.15	Hi-Viz orange

20.1.1.16	Red
	To include:
20.1.1.17	Internal eye-shield (clear)
20.1.1.18	Reflective SOLAS tape (Reflective panels)
20.1.1.19	Removable Photo-luminescent vent covers
	Meets the requirements of the following standards:
20.1.1.20	EN12492:2012 Working at height / Mountaineering
20.1.1.21	PAS 028:2002 Marine safety helmet
20.1.1.22	FS/1 Quad & ATV helmet
20.1.1.23	EN352-3:1997 Hearing protection
20.1.1.24	EN166:2002 Industrial eye protection
20.1.1.25	EN14052:2005 High performance safety helmet
Item 21.1	50 Horse Power Outboard Motor (4 stroke)
No.	Technical Specification
21.1.1.1	Propulsion: Outboard Motor Propeller
21.1.1.2	Engine Type: 4 Cylinder 4 Stroke
21.1.1.3	Max Power Output: 50 HP per motor (minimum)
21.1.1.4	Low water pick up, selective rotation is preferred to minimise down time for spares or when transferring equipment between vessels.
21.1.1.5	Electronic Fuel injection shall be the preferred delivery method.
21.1.1.6	An option for a laptop-based engine diagnostic system shall be supplied to assist the client to Self- diagnose problems in an emergency.
21.1.1.7	A complete kit shall be supplied for the vessel and shall be considered a turnkey sub system.
21.1.1.8	The engines shall be the current model, new and unused, they shall carry a minimum warranty period of 12 months with an option for a further 24 months. Supplied with a protection cover.
Item 22.1	60 Horse Power Outboard Motor (4 stroke)
No.	Technical Specification
22.1.1.1	Propulsion: Outboard Motor Propeller
22.1.1.2	Engine Type: 4 Cylinder 4 Stroke
22.1.1.3	Max Power Output: 60 HP per motor (minimum)
22.1.1.4	Low water pick up, selective rotation is preferred to minimise down time for spares or when transferring equipment between vessels.
22.1.1.5	Electronic Fuel injection shall be the preferred delivery method.
22.1.1.6	An option for a laptop-based engine diagnostic system shall be supplied to assist the client to Self- diagnose problems in an emergency.
22.1.1.7	A complete kit shall be supplied for the vessel and shall be considered a turnkey sub system.
22.1.1.8	The engines shall be the current model, new and unused, they shall carry a minimum warranty period of 12 months with an option for a further 24 months. Supplied with a protection cover.
Item 23.1	80 Horse Power Outboard Motor (4 stroke)
No.	Technical Specification
23.1.1.1	Propulsion: Outboard Motor Propeller
23.1.1.2	Engine Type: 4 Cylinder 4 Stroke
23.1.1.3	Max Power Output: 80 HP per motor (minimum)
23.1.1.4	Low water pick up, selective rotation is preferred to minimise down time for spares or when transferring equipment between vessels.
23.1.1.5	Electronic Fuel injection shall be the preferred delivery method.
23.1.1.6	An option for a laptop-based engine diagnostic system shall be supplied to assist the client to Self- diagnose problems in an emergency.
23.1.1.7	A complete kit shall be supplied for the vessel and shall be considered a turnkey sub system.

23.1.1.8	The engines shall be the current model, new and unused, they shall carry a minimum warranty period of 12 months with an option for a further 24 months. Supplied with a protection cover.
Item 24.1	90 Horse Power Outboard Motor (4 stroke)
No.	Technical Specification
24.1.1.1	Propulsion: Outboard Motor Propeller
24.1.1.2	Engine Type: 4 Cylinder 4 Stroke
24.1.1.3	Max Power Output: 50 HP per motor (minimum)
24.1.1.4	Low water pick up, selective rotation is preferred to minimise down time for spares or when transferring equipment between vessels.
24.1.1.5	Electronic Fuel injection shall be the preferred delivery method.
24.1.1.6	An option for a laptop-based engine diagnostic system shall be supplied to assist the client to Self- diagnose problems in an emergency.
24.1.1.7	A complete kit shall be supplied for the vessel and shall be considered a turnkey sub system.
24.1.1.8	The engines shall be the current model, new and unused, they shall carry a minimum warranty period of 12 months with an option for a further 24 months. Supplied with a protection cover.
Item 25.1	130-140 Horse Power Outboard Motor (4 stroke)
No.	Technical Specification
25.1.1.1	Propulsion: Outboard Motor Propeller
25.1.1.2	Engine Type: 4 Cylinder 4 Stroke
25.1.1.3	Max Power Output: 130-140 HP per motor (minimum)
25.1.1.4	Low water pick up, selective rotation is preferred to minimise down time for spares or when transferring equipment between vessels.
25.1.1.5	Electronic Fuel injection shall be the preferred delivery method.
25.1.1.6	An option for a laptop-based engine diagnostic system shall be supplied to assist the client to Self- diagnose problems in an emergency.
25.1.1.7	A complete kit shall be supplied for the vessel and shall be considered a turnkey sub system.
25.1.1.8	The engines shall be the current model, new and unused, they shall carry a minimum warranty period of 12 months with an option for a further 24 months. Supplied with a protection cover.
Item 26.1	150-160 Horse Power Outboard Motor (4 stroke)
No.	Technical Specification
26.1.1.1	Propulsion: Outboard Motor Propeller
26.1.1.2	Engine Type: 4 Cylinder 4 Stroke
26.1.1.3	Max Power Output: 150-160 HP per motor (minimum)
26.1.1.4	Low water pick up, selective rotation is preferred to minimise down time for spares or when transferring equipment between vessels.
26.1.1.5	Electronic Fuel injection shall be the preferred delivery method.
26.1.1.6	An option for a laptop-based engine diagnostic system shall be supplied to assist the client to Self- diagnose problems in an emergency.
26.1.1.7	A complete kit shall be supplied for the vessel and shall be considered a turnkey sub system.
26.1.1.8	The engines shall be the current model, new and unused, they shall carry a minimum warranty period of 12 months with an option for a further 24 months. Supplied with a protection cover.
Item 27.1	Jet Drive 60HP Outboard Motor
No.	Technical Specification
27.1.1.1	Outboard motors should generally operate in an 'out-of-the-box' condition, as supplied by the manufacturer. Supplied with a protection cover.
27.1.1.2	Engine must be protected by a suitable, approved protective cover bar. This must be approved marine grade of stainless steel or high tensile steel, hot dipped galvanised and black powder coated.
27.1.1.3	Motor must have full auto trim and tilt, including all necessary gauges and dial indicators. Motor must be compatible with mechanical controls, analog gauges and command link.
27.1.1.4	The motor consul panel/s must include fuel, temperature and oil gauges, and a marine grade 12v electrical

	outlet.
27.1.1.5	Outboard motor with no gear case or propeller extending below the hull, to allow manoeuvring around or passing over obstructions that would limit the travel of a conventional, propped outboard.
27.1.1.6	Motor of minimum 1-liter jet drive four stroke that produces minimum 40 hp at the pump.
27.1.1.7	Of compact, light-weight SOHC four-cylinder, in-line design with single throttle valve and long-track induction system.
27.1.1.8	Multi-function control features to include mechanical remote throttle and steering controls and shift lever (forward, neutral, reverse), key switch, stop switch lanyard system and a power trim & tilt switch.
27.1.1.9	To include a freshwater flush device allowing to flush the engine without running it, for added convenience and extended engine life.
27.1.1.10	Precision multi-point electronic fuel injection to deliver the exact amount of fuel needed for optimum performance and efficiency that optimizes fuel atomization and further enhancing fuel economy.
27.1.1.11	Microcomputer ignition that adjusts timing to maintain optimum engine performance, economy and power under all conditions.
27.1.1.12	Motor to be fitted with a composite intake manifold that feature long tube intake tracks, tuned to increase airflow to boost low-end and midrange torque for more powerful hole shot and increased acceleration.
27.1.1.13	Inclusive of an air silencer box and surge tank reduce air intake noise and air turbulence for smooth, quiet operation.
27.1.1.14	To fit 63.5cm (25-inch) transom boats
27.1.1.15	Solid 17-amp alternator
27.1.1.16	Power Trim & Tilt
27.1.1.17	Engine Type Inline 4
27.1.1.18	Displacement of minimum 1.0L
27.1.1.19	Bore x Stroke 65mm x 75mm (2.56 x 2.95 in)
27.1.1.20	Prop Shaft Horsepower 40hp @ 5500rpm
27.1.1.21	Full Throttle RPM Range 5000 ~ 6000 rpm
27.1.1.22	Alternator Output at W.O.T. 17 Amp
27.1.1.23	Compression Ratio 9.5:1
27.1.1.24	Fuel Induction System EFI
27.1.1.25	Weight no more than 118kg (260 lbs) including jet pump assembly
27.1.1.26	Fuel Type Petrol 4 stroke

[] TRADE NAMES OR PROPRIETARY PRODUCTS

Tenderers/Suppliers must note that wherever this document refers to any particular trade mark, name, patent, design, type, specific origin or producer, such reference shall be deemed to be accompanied by the words “or equivalent”.

[] EMPLOYMENT OF SECURITY PERSONNEL

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

[] FORMS FOR CONTRACT ADMINISTRATION

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

- a) Monthly Project Labour Report (described below)

The Monthly Project Labour Report must include details of all labour (including that of sub-contractors) that are South African citizens earning less than **[R]** 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.

C.6 SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions

Insert new clause 1.1A with the following:

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

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

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

Add the following after Clause 1.25:

- 1.26 ‘Supplier’ means the provider of Goods and / or Services with whom the Contract is concluded also referred to as “contractor” in the GCC.
- 1.27 "Intellectual Property" means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, copyright and rights in the nature of copyright, design rights, rights in databases, know-how, trade secrets and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites
- 1.28 “Working Day” means Monday to Friday excluding weekends and Public Holidays (in the Republic of Sotuh Africa).

3. General Obligations

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

- 3.2 The Parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.
- 3.3 If the Supplier is a joint venture, all parties in a joint venture or consortium shall be jointly and severally liable to the Purchaser in terms of the Contract and shall carry individually the minimum levels of insurance

stated in the Contract, if any.

- 3.4 The Parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the Delivery of the Goods and/or Services and give all notices and pay all charges required by such authorities.
- 3.4.1 The Parties agree that this Contract shall also be subject to the CCT's Supply Chain Management Policy ("SCM Policy") that was applicable on the date the bid was advertised as amended from time to time. If the Purchaser adopts a new SCM Policy which contemplates that any clause therein would apply to the Contract emanating from this tender, such clause shall also be applicable to the Contract. Please refer to this document contained on the CCT's website.
- 3.4.2 Abuse of the supply chain management system is not permitted and may result in termination of the Contract, restriction of the Supplier, and/or the exercise by the CCT of any other remedies available to it as described in the SCM Policy or in law.
- 3.5 The Supplier shall:
- 3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the Purchase Order by the Purchaser and no later than the periods as set out in the Contract:
- a) Proof of Insurance (Refer to Clause 11) or Insurance Broker's Warrantee,
 - b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11),
 - c) Initial delivery programme, and
 - d) Other requirements as detailed in the Contract.
- 3.5.2 Only when notified of the acceptance of the bid on the Date of Commencement of Contract, the Supplier shall commence with and carry out the Delivery of the Goods and/or Services in accordance with the Contract, to the satisfaction, of the Purchaser.
- 3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the Goods and/or Services including any temporary services that may be required.
- 3.5.4 Insure his workmen and employees against death or injury arising out of the delivery of the Goods.
- 3.5.5 Be continuously represented during the Delivery of the Goods and/or Services by a competent representative duly authorised to execute instructions.
- 3.5.6 In the event of a loss resulting in a claim against the insurance policies stated in clause 11, pay the first amount (excess) as required by the insurance policy.
- 3.5.7 Comply with all written instructions from the Purchaser subject to clause 18.
- 3.5.8 Complete and Deliver the goods within the period stated in clause 10, or any extensions thereof in terms of clause 21.
- 3.5.9 Make good at his own expense, all incomplete and defective Goods during the warranty period.
- 3.5.10 Pay to the Purchaser any penalty for delay as due on demand by the Purchaser. The Supplier hereby consents to such amounts being deducted from any payment due to the Supplier.
- 3.5.11 Comply with the provisions of the OHAS Act & all relevant regulations.
- 3.5.12 Comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements.
- 3.5.13 Deliver the Goods in accordance with the Contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.
- 3.6 The Purchaser shall:
- 3.6.1 Issue Purchaser Orders for the Goods and/or Services required under this Contract. No liability for

payment will ensue for arising out of the Delivery of the Goods and/or Services, unless a Purchase Order has been issued to the Supplier.

- 3.6.2 Make payment to the Supplier for the Goods and/or Services as set out herein.
- 3.6.3 Take possession of the Goods and /or Services upon Delivery by the Supplier.
- 3.6.4 Regularly inspect the Goods to establish that it is being delivered in compliance with the Contract.
- 3.6.5 Give any instructions and/or explanations and/or variations to the Supplier including any relevant advice to assist the Supplier to understand the Contract.
- 3.6.6 Grant or refuse any extension of time requested by the Supplier of the period stated in clause 10.
- 3.6.7 Inspect the Goods and/or Services to determine if, in the opinion of the Purchaser, it has been delivered in compliance with the Contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.
- 3.6.8 Brief the Supplier and issue all documents, information, etc. in accordance with the contract.

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

Add the following after clause 5.4:

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

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

- 5.6 **Publicity and publication**
The Supplier shall not release public or media statements or publish material related to the services or agreement within two (2) years of Delivery of the Goods, without the written approval of the Purchaser, which approval shall not be unreasonably withheld.
- 5.7 **Confidentiality**
Both Parties shall keep all information obtained by them in the context of the agreement, confidential and shall not divulge it without the written approval of the other Party.
- 5.8 **Intellectual Property**
 - 5.8.1 The Supplier acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Purchaser.
 - 5.8.2 The Supplier hereby assigns to the Purchaser, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the agreement, unless the Parties expressly agree otherwise in writing.
 - 5.8.3 The Supplier shall, and warrants that it shall:
 - 5.8.3.1 Not be entitled to use the Purchaser's Intellectual Property for any purpose other than as contemplated in the agreement;
 - 5.8.3.2 not modify, add to, change or alter the Purchaser's Intellectual Property, or any information or data related thereto, nor may the Supplier produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such

product, the product shall be, and be deemed in law to be, owned by the Purchaser;

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

Add the following after clause 5.8:

5.9 Protection of Personal Information Act of 2013

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

- 5.9.1 that the tenderer has been informed of the purpose of the collection and processing of its personal information as defined in the Protection of Personal Information Act of 2013 ("POPIA"), which, for the avoidance of doubt is for, and in relation to, the tender process and the negotiation, conclusion, performance and enforcement of the ensuing agreement, if applicable, as well as for the City of Cape Town's reporting purposes;
- 5.9.2 to the collection and processing of the tenderer's personal information by the City of Cape Town and agrees to make available to the City of Cape Town, all information reasonably required by the City of Cape Town for the above purposes;
- 5.9.3 that the personal information the City of Cape Town collects from the tenderer or about the tenderer may be further processed for other activities and/or purposes which are lawful, reasonable, relevant and not excessive in relation to the purposes set out above, for which it was originally collected;
- 5.9.4 that, the tenderer indemnifies the City of Cape Town and its officials, employees, and directors and undertakes to keep the City of Cape Town and its officials, employees, and directors indemnified in respect of any claim, loss, demands, liability, costs and expenses of whatsoever nature which may be made against the City of Cape Town (including the costs incurred in defending or contesting any such claim) in relation to the tenderer or the tenderer's employees', representatives' and/or sub-Suppliers' non-compliance with POPIA and/or the City of Cape Town's failure to obtain the tenderer's consent or to notify the tenderer of the reason for the processing of the tenderer's personal information;
- 5.9.5 to the disclosure of the tenderer's personal information by the City of Cape Town to any third party, where the City of Cape Town has a legal or contractual obligation to disclose such personal information to the third party (or a legitimate interest exists therein);
- 5.9.6 that, under POPIA, the tenderer may request to access, confirm, request the correction, destruction, or deletion of, or request a description of, personal information held by the City of Cape Town in relation to you, subject to applicable law; and

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

5.10 PERFORMANCE MONITORING

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

7. Performance Security

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

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

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

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

11. Insurance

Add the following after clause 11.1:

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

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

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

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

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

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

15. Warranty

Add to Clause 15.2:

15.2 Refer to tender specifications

Item 1.1	Jet Rib inclusive of 1000 cc engine
No.	Warranty
1.1.1.57	The contractor shall provide the following warranties:
1.1.1.58	Five year limited warranty for the hull structure excluding fair wear and tear and abuse.
1.1.1.59	Five years limited warranty for the ORCA1670 Dtex ORCA or Hypalon or equivalent
1.1.1.60	Fabric supplied excluding fair wear and tear and abuse.
1.1.1.61	Three-year limited warranty for the engines under commercial use excluding abuse and/or fair wear and tear.
1.1.1.62	12 months for all electronics and other general items excluding abuse and/or fair wear and tear.
1.1.1.63	12 months against manufacturing defects and poor workmanship.
1.1.1.64	The warranty provision shall exclude user accidents, mishandling, abuse and/or fair wear and tear.

Item 2.1	Jet Rib inclusive of 1800 cc engine
No.	Warranty
2.1.1.57	The contractor shall provide the following warranties:
2.1.1.58	Five year limited warranty for the hull structure excluding fair wear and tear and abuse.
2.1.1.59	Five years limited warranty for the ORCA1670 Dtex ORCA or Hypalon or equivalent
2.1.1.60	Fabric supplied excluding fair wear and tear and abuse.
2.1.1.61	Three-year limited warranty for the engines under commercial use excluding abuse and/or fair wear and tear.
2.1.1.62	12 months for all electronics and other general items excluding abuse and/or fair wear and tear.
2.1.1.63	12 months against manufacturing defects and poor workmanship.
2.1.1.64	The warranty provision shall exclude user accidents, mishandling, abuse and/or fair wear and tear.

Item 3.1	Jet Ski
No.	Warranty
	The contractor shall provide the following warranties:
3.1.1.55	Five year limited warranty for the hull structure excluding fair wear and tear and abuse.
3.1.1.56	Three-year limited warranty for the engines under commercial use excluding abuse and/or fair wear and tear.
3.1.1.57	12 months for all electronics and other general items excluding abuse and/or fair wear and tear.
3.1.1.58	12 months against manufacturing defects and poor workmanship.
3.1.1.59	The warranty provision shall exclude user accidents, mishandling, abuse and/or fair wear and tear.

Item 4.1	Large Semi-Rigid Inflatable Vessel inclusive of 950 cc engine
No.	Warranty
	The contractor shall provide the following warranties:
4.1.1.290	A five-year structural hull warranty is a requirement for this vessel as well a five-year fabric warranty.
4.1.1.297	Five year limited warranty for the hull structure excluding fair wear and tear and abuse.
4.1.1.298	Five years limited warranty for the ORCA1670 Dtex ORCA or Hypalon or equivalent
4.1.1.299	Fabric supplied excluding fair wear and tear and abuse.
4.1.1.300	Three-year limited warranty for the engines under commercial use excluding abuse and/or fair wear and tear.
4.1.1.301	12 months for all electronics and other general items excluding abuse and/or fair wear and tear.
4.1.1.302	12 months against manufacturing defects and poor workmanship.
4.1.1.303	The warranty provision shall exclude user accidents, mishandling, abuse and/or fair wear and tear.

Item 5.1	Large Semi-Rigid Inflatable Vessel inclusive of 950 cc engine
No.	Warranty
	The contractor shall provide the following warranties:
5.1.1.103	Five year limited warranty for the hull structure excluding fair wear and tear and abuse.
5.1.1.105	Five years limited warranty for the ORCA1670 Dtex ORCA or Hypalon or equivalent
5.1.1.106	Fabric supplied excluding fair wear and tear and abuse
5.1.1.107	Three-year limited warranty for the engines under commercial use excluding abuse and/or fair wear and tear.
5.1.1.108	12 months for all electronics and other general items excluding abuse and/or fair wear and tear.
5.1.1.109	The warranty provision shall exclude user accidents, mishandling, abuse and/or fair wear and tear.
5.1.1.110	12 months against manufacturing defects and poor workmanship.

Item 6.1	Landing Craft Vessel
No.	Warranty
6.1.1.112	Manufacturer's warranty from the purchase shall be a minimum:
6.1.1.113	Hull - 2 years against faulty materials and workmanship
6.1.1.114	Fittings - 2 years against faulty materials and workmanship
6.1.1.115	Engine – 3 years
6.1.1.116	The complete vessel should have a lifespan of at least 10 years.
6.1.1.117	The RWC must be seaworthy by the South African Maritime Safety Authority (SAMSA). Proof of compliance must be supplied on delivery of the RWC.

Item 7.1	Rigid Hull Vessel
No.	Warranty
	The contractor shall provide the following warranties:
7.1.1.46	Five year limited warranty for the hull structure excluding fair wear and tear and abuse.
7.1.1.47	Three-year limited warranty for the engines under commercial use excluding abuse and/or fair wear and tear.
7.1.1.48	12 months for all electronics and other general items excluding abuse and/or fair wear and tear.
7.1.1.49	12 months against manufacturing defects and poor workmanship.
7.1.1.50	The warranty provision shall exclude user accidents, mishandling, abuse and/or fair wear and tear.

Item 8.1	Rescue Utility Craft
	The contractor shall provide the following warranties:
8.1.1.121	Five year limited warranty for the hull structure excluding fair wear and tear and abuse.
8.1.1.122	Three-year limited warranty for the engines under commercial use excluding abuse and/or fair wear and tear.
8.1.1.123	12 months for all electronics and other general items excluding abuse and/or fair wear and tear.

8.1.1.124	12 months against manufacturing defects and poor workmanship.
8.1.1.125	The warranty provision shall exclude user accidents, mishandling, abuse and/or fair wear and tear.

Item 22.1	50 Horse Power Outboard Motor (4 stroke)
No.	Technical Specification
22.1.1.8	The engines shall be the current model, new and unused, they shall carry a minimum warranty period of 12 months with an option for a further 24 months.

Item 23.1	60 Horse Power Outboard Motor (4 stroke)
No.	Technical Specification
23.1.1.8	The engines shall be the current model, new and unused, they shall carry a minimum warranty period of 12 months with an option for a further 24 months.

Item 24.1	80 Horse Power Outboard Motor (4 stroke)
No.	Technical Specification
24.1.1.8	The engines shall be the current model, new and unused, they shall carry a minimum warranty period of 12 months with an option for a further 24 months.

Item 25.1	90 Horse Power Outboard Motor (4 stroke)
No.	Technical Specification
25.1.1.8	The engines shall be the current model, new and unused, they shall carry a minimum warranty period of 12 months with an option for a further 24 months.

Item 26.1	130-140 Horse Power Outboard Motor (4 stroke)
No.	Technical Specification
26.1.1.8	The engines shall be the current model, new and unused, they shall carry a minimum warranty period of 12 months with an option for a further 24 months.

Item 27.1	150-160 Horse Power Outboard Motor (4 stroke)
No.	Technical Specification
27.1.1.8	The engines shall be the current model, new and unused, they shall carry a minimum warranty period of 12 months with an option for a further 24 months.

16. Payment

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

16.1 Payment of invoices will be made:

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

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

17. Prices

Add the following after clause 17.1

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

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

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

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

Variations means changes to the Goods and/or Services, extension of the contract period or increases in the value of the Contract as a result of written instructions issued by the Purchaser to the Supplier. Such changes are subject to prior approval by the Purchaser's delegated authority. Should the Supplier deliver any Goods not described in a written instruction from the Purchaser, the Purchaser's liability for payment shall not arise until such time as the change has been duly approved and such approval communicated to the Purchaser.

20. Subcontracts

Add the following after clause 20.1:

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

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

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

Delete clause 22.1 and replace with the following:

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

The penalty for this contract shall be as follows:

Key Performance Indicators	Penalties
Any form of fraudulent action.	Contract termination process to be followed as per Clause 23 of the General Conditions of Contract as well as Special Conditions of Contract (and possible restriction from CCT supplier list).
<u>Quality in accordance with Specifications (Per Purchase Order):</u> Poor workmanship.	- A written warning will be issued for the 1st, 2nd and 3rd poor performance transgression. An opportunity will be offered for immediate rectification of poor quality. 4th Transgression: 2% of the related purchase order value levied per week, up to a maximum of 10% of the purchase order value. 5th Transgression: The relevant Purchase Order (PO) may be cancelled, and the work will be allocated to the next highest-ranked awarded service provider on the panel. Where the supplier fails to meet the required quality standards or contractual requirements, the City reserves the right to utilise the alternative awarded service provider. The City shall not be liable for any costs incurred by the supplier for any work undertaken up to the date of the PO cancellation where such work does not meet the required specifications, quality standards, or contractual requirements.

	• This restriction will not affect Purchase Orders already accepted, prior to sanction.
<u>Customer Service/Administration (Per Purchase Order):</u> -Failure to supply original detailed invoices for all goods / service supplied / rendered as well as supporting evidence, if required, at time of invoicing within the stipulated timelines. These timelines may be amended within contract execution by mutual agreement between both parties. -Invoice accuracy: Failure to submit invoices in the stipulated format and/or insufficient contents.	-1st - 4th Transgression: Written warning and demand for immediate rectification. -5th Transgression: The relevant Purchase Order (PO) may be cancelled, and the work will be allocated to the next highest-ranked awarded service provider on the panel. Where the supplier fails to meet the required quality standards or contractual requirements, the City reserves the right to utilise the alternative awarded service provider. The City shall not be liable for any costs incurred by the supplier for any work undertaken up to the date of the PO cancellation where such work does not meet the required specifications, quality standards, or contractual requirements. This restriction will not affect Purchase Orders already accepted, prior to sanction.
<u>Delivery lead times(Per Purchase Order):</u> -Failure to achieve agreed delivery lead times.	-2% of the related purchase order value levied per week for late deliveries, up to a maximum of 10% of the purchase order value.

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

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

Add the following after clause 23.7:

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

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

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

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

23.8.4 Reputational risk or harm to the Purchaser

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

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

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

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

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

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

26.1.1 At any time, terminate the Contract by giving written notice to the Supplier; or

26.1.2 Accept a Supplier's proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms or takes steps to ensure its rights are protected and any negative impact on service delivery is mitigated.

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

27. Settlement of Disputes

Amend clause 27.1 as follows:

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

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

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

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

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

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

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

28. Limitation of Liability

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

- (a) notwithstanding any provision to the contrary contained in this contract, neither the supplier nor any of its officers, directors, employees, agents contractors, consultants or other representatives shall be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect, incidental, special or consequential loss or damage of any kind, including without limitation the loss of use, loss of production, or loss of profits or interest costs, loss of goodwill, lost or damaged data or software, costs of substitute products/services and/or loss of business or business opportunities (whether foreseeable or unforeseeable), provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser;
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the sums insured in terms of clause 11 in respect of insurable events, or where no such amounts are stated, to an amount equal to twice the Contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

Add the following after clause 28.1:

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

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

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

- 28.3 The Supplier and/or its employees, agents, concessionaires, suppliers, sub-contractors or customers shall not have any claim of any nature against the purchaser for any loss, damage, injury or death which any of them may directly or indirectly suffer, whether or not such loss, damages, injury or death is caused through negligence of the Purchaser or its agents or employees.
- 28.4 Notwithstanding anything to the contrary contained in this Contract, under no circumstances whatsoever, including as a result of its negligent (including grossly negligent) acts or omissions or those of its servants, agents or contractors or other persons for whom in law it may be liable, shall any party or its servants (in whose favour this constitutes a *stipulatio alteri*) be liable for any indirect, extrinsic, special, penal, punitive, exemplary or consequential loss or damage of any kind whatsoever, whether or not the loss was actually foreseen or reasonably foreseeable), sustained by the other party, its directors and/or servants, including but not limited to any loss of profits, loss of operation time, corruption or loss of information and/or loss of contracts.
- 28.5 Each party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amounts payable.

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

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

32. Taxes and Duties

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

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

Add the following after clause 32.3:

- 32.4 The VAT registration number of the CCT is 4500193497.

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations

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

36 Access to a fully equipped marine maintenance and repair facility

36.1 The Supplier shall have access to fully equipped marine maintenance and repair facilities located within the geographical boundaries of the City of Cape Town, suitable for inspection by the City and, where applicable, SAMSA. The facilities and technical capability must be sufficient to support ongoing SAMSA Certificate of Fitness renewals, audits, and compliance inspections. To the extent that any warranty plan extending beyond the contract period, the supplier shall ensure that such facilities are located and accessible within the geographical boundaries of the City of Cape Town until such warranty obligations have been fulfilled (Refer to Clause 1.5 of the C5. General Specifications).

36.2. Brochures

36.2.1 The Supplier may for items awarded **submit the relevant brochure(s) upon request.**

37. Ship Station License Application Process

37.1. The supplier shall expedite the application process for the ship station license, including the issuing of a Maritime Mobile Service Identity number (MMSI) on behalf of the City of Cape Town.

37.2 It must be registered in the name of the City of Cape Town for a max period of 5 years. MMSI number needs to be programmed into the VHF radio correctly by the supplier (as it is difficult to rectify once captured incorrectly). This must be done on or before delivery of the vessel. A copy of the ship station license must be supplied on or before delivery of the vessel.

37.3 The City shall provide the supplier with a proxy letter upon request or a month prior to the delivery of the vessel.

C.7 GENERAL CONDITIONS OF CONTRACT

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

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1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance Security

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

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

8. Inspections, tests and analyses

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

9. Packing

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

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

14. Spare parts

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure, outside of the contract, small quantities of supplies; or to have minor essential services executed if an emergency arises, or the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and, without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person is or was, in the opinion of the Accounting Officer/Authority, actively associated.

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of Liability

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

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

29. Governing language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.
- 34.3 If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.

C.8 ANNEXURES

Annexure A – Pro Forma Insurance Broker's Warranty

Broker Logo

Letterhead of supplier's Insurance Broker

Date _____

CCT
City Manager
Civic Centre
12 Hertzog Boulevard
Cape Town
8000

Dear Sir

TENDER NO.: 35G/2026/27

TENDER DESCRIPTION: Supply & Delivery of Various Vessels 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 CCT with regard to the abovementioned contract, and that all the insurances and endorsements, etc., are all in accordance with the requirements of the contract.

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

Yours faithfully

Signed: _____

For: _____ (Supplier's Insurance Broker)

Annexure B – Monthly Project Labour Report

ANNEX 1

CITY OF CAPE TOWN MONTHLY PROJECT LABOUR REPORT



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Instructions for completing and submitting forms

General

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

Project Details

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

Beneficiary Details and Work Information

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

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

Submission of Forms

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

PROJECT DETAILS

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

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

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

MONTHLY PROJECT LABOUR REPORT



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

BENEFICIARY DETAILS AND WORK INFORMATION

CONTRACT OR WORKS PROJECT NUMBER:	
--------------------------------------	--

Year	Month

Sheet		
1	of	

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

0 0 R -

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

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

Annexure C - Pro Forma Performance Security/ Guarantee

GUARANTEE PERFORMANCE SECURITY

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address of Guarantor:

"Supplier" means:

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

Amount in words:

"Guaranteed Sum" means: The maximum amount of R

Amount in words:

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

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Guarantee/Performance Security up to and including the termination of the Contract or the date of payment in full of the Guaranteed Sum, whichever occurs first.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Guarantee/Performance to "Contract" is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 Its obligation under this Guarantee/Performance Security is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the CCT the sum due and payable upon receipt of the documents identified in 4.1 to 4.2:
 - 4.1 A copy of a first written demand issued by the CCT to the Supplier stating that payment of a sum which is due and payable has not been made by the Supplier in terms of the Contract and failing such payment within seven (7) calendar days, the CCT intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the CCT to the Guarantor at the Guarantor's physical address with a copy to the Supplier stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum has still not been paid.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the CCT the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the CCT to the Guarantor at the Guarantor's physical address calling up this Guarantee / Performance Security, such demand stating that:
 - 5.1 The Contract has been terminated due to the Supplier's default and that this Guarantee/Performance Security is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Supplier and that the Guarantee/Performance Guarantee is called up in terms of 5; and

- 5.3 *The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.*
6. *It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.*
7. *Where the Guarantor has made payment in terms of 5, the CCT shall upon the termination date of the Contract, submit an expense account to the Guarantor showing how all monies received in terms of this Guarantee/Performance Security have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee/Performance Security shall bear interest at the prime overdraft rate of the CCT's bank compounded monthly and calculated from the date payment was made by the Guarantor to the CCT until the date of refund.*
8. *Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.*
9. *The CCT shall have the absolute right to arrange its affairs with the Supplier in any manner which the CCT may deem fit and the Guarantor shall not have the right to claim his release from this Guarantee /Performance Security on account of any conduct alleged to be prejudicial to the Guarantor.*
10. *The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.*
11. *This Guarantee/Performance Security is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee / Performance Security shall be returned to the Guarantor after it has expired.*
12. *This Guarantee/Performance Security, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.*
13. *Where this Guarantee/Performance Security is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.*

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

Approved Financial Institution as at []:

Annexure D - Pro Forma Advance Payment Guarantee

ADVANCE PAYMENT GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address of guarantor:

"Supplier" means:

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

Amount in words:

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

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

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

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

Amount in words:

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Advance Payment Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Advance Payment Guarantee and up to and including the termination of the Contract or the date of payment in full of the Guaranteed Advance Payment Sum, whichever occurs first.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Advance Payment Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 Its obligation under this Advance Payment Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the CCT the sum advanced to the Supplier upon receipt of the documents identified in 4.1 to 4.2:
 - 4.1 A copy of a first written demand issued by the CCT to the Supplier stating that payment of a sum advanced by the CCT has not been repaid by the Supplier in terms of the Contract ("default") and failing such payment within seven (7) calendar days, the CCT intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the CCT to the Guarantor at the Guarantor's physical address with a copy to the Supplier stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 4.1 and the sum advanced has still not been repaid by the Supplier.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the CCT the Guaranteed Advance Payment Sum or the full outstanding balance not repaid upon receipt of a first written demand from the CCT to the Guarantor at the Guarantor's physical address calling up this Advance Payment Guarantee, such demand stating that:

- 5.1 *the Contract has been terminated due to the Supplier's default and that this Advance Payment Guarantee is called up in terms of 5; or*
- 5.2 *a provisional or final sequestration or liquidation court order has been granted against the Supplier and that the Advance Payment Guarantee is called up in terms of 5; and*
- 5.3 *The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.*
6. *It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.*
7. *Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.*
9. *The CCT shall have the absolute right to arrange its affairs with the Supplier in any manner which the CCT may deem fit and the Guarantor shall not have the right to claim his release from this Advance Payment Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.*
10. *The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.*
11. *This Advance Payment Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.*
12. *This Advance Payment Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.*
13. *Where this Guarantee/Performance Security is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.*

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

Approved Financial Institution as at 28 February 2023:

1.1 National Banks

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

1.2 International Banks (with branches in South Africa)

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

1.3 Insurance Companies

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

Annexure F - Tender Returnable Documents

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

1. TENDER CONDITIONS

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

2. CPA PROVISIONS SELECTION

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

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

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

3. CONTRACT CPA APPLICATIONS AND ADMINISTRATION

Contract Price Adjustment mechanism: Tenderers may request contract price adjustments based on clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.

Tenderers may submit a contract price adjustment request at contract commencement. Adjusted prices will then remain fixed for periods of three (3) months from date of approval. However, all request for price increases will have to be substantiated before it can be considered. The contract price adjustment methodology(s) applied to this contract will be in accordance with Supplier/Manufacturer Pricelist or Rate of Exchange (RoE).

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

- i. By letter to: Director Yaasier Ahmed, City of Cape Town,
P O Box 655, Cape Town, 8000 or
- ii. By email to: CorporateFleet.Contracts@[capetown.gov.za](mailto:CorporateFleet.Contracts@capetown.gov.za)

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

- 3.2 When submitting a request for CPA and/or RoE adjustment the Supplier shall indicate the Rand Value claimed for each item listed on C.4 - Price Schedule, clearly indicating the item number as per C.4 - Price Schedule. Percentage increases will not be considered. A mere notification of a request for CPA without stating the new price claimed for each item shall, for the purpose of this clause, not be regarded as a valid request.
- 3.3 The CCT reserves the right to request the Supplier to submit auditor's certificates or such other documentary proof as it may require in order to verify a claim for CPA or RoE adjustments. Price adjustments will not be processed until such time as the Supplier submits such auditor's certificates or other documentary proof to the CCT. Should the Supplier fail to submit the auditor's certificates or other documentary proof to the CCT within 30 days from the written request, it shall be presumed that the Supplier has abandoned his request.
- 3.4 The CCT reserves the right to withhold payment of any claim for adjustment while only provisional figures are available and until such time as the final (revised) figures are issued by the relevant authority.
- 3.5 The CCT will confirm in writing once processing of the CPA or RoE adjustments have been completed including the effective date of the adjustments.
- 3.6 Where pricelist-based and other non-index based CPA requests are investigated and found to be not reasonable and market related, the CCT reserves the right to reject such requests. Where disputes arise with respect to such rejected requests the CCT reserves the right to procure the Goods from other available Suppliers until such time as the dispute is resolved.
- 3.7 Unless indicated otherwise in the relevant schedule below, the adjustment will apply to all Purchase Orders or Purchase Order lines where the delivery date is on or after the effective date of the adjustment.

F.1 (A) – FIRM PRICES

NOT APPLICABLE

F.1 (B) LOCAL SOUTH AFRICAN CONTENT – SEIFSA INDICES

NOT APPLICABLE

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

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

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

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

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

below – Table F.1(C).2, is what is required.

- d) A covering letter on the Supplier's letterhead requesting the CPA with the effective date of the claim.
9. The CCT will consider the request and either refer the request back for correction or additional information or approve the request.
 10. The CCT will assess such pricelist based CPA claims against market pricing and indices and other input pricing indicators and will only approve such claims that are confirmed to be reasonable and market related with reference to the source pricing information provided with the tender and with the CPA application
 11. Approval of the CPA request including confirmation of the effective date, will be communicated to the Supplier in writing together with a list of the approved adjusted rates. The effective date will be as per clause 3 above.
 12. The successful Tenderer/Supplier shall immediately upon notification of the commencement date of contract submit written application for approval of any adjusted unit prices for the Goods that may have been notified by the Supplier / Manufacturer of the Goods, together with the required supporting documentation. This application will be assessed in accordance with the process laid out above in order to determine approved contract prices at the commencement of the contract.
 13. Failure to submit such application within two working weeks of commencement of contract shall result in the tendered unit prices being applied for initial orders placed following commencement of the contract.
 14. In the event of a Supplier changing their Supplier / Manufacturer during the tenure of the contract, no request for price variations will be considered unless the Supplier has obtained prior approval from the City for the change of Supplier / Manufacturer. Such approval shall include technical approval by the Engineer of the goods supplied by the replacement Supplier / Manufacturer. Technical approval by the Engineer shall be a prerequisite for any change of Supplier / Manufacturer.

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

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

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

F.1 (D) LOCAL SOUTH AFRICAN CONTENT - STATS SA CONSUMER PRICE INDEX
--

NOT APPLICABLE

F.1. (E) LOCAL SOUTH AFRICAN CONTENT – SECTORIAL DETERMINATION

NOT APPLICABLE

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

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

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

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

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

C.4 Price Schedule Detail		Rand Value Calculation for Foreign Content (FOB)			Customs Surcharge		Customs Duty			Rand Value for South African Content (FOR)	Total Tender Price in Rand of (C) + (D) + (E) + (F) included in Price Schedule C.4
C.4 Price Schedule Item No.	Description of Resources	Value in Foreign Currency denomination (A)	Rate of Exchange as at Base Date* (B)	Value in Rand for Foreign currency content (A) x (B) (C)	%	Rand (D)	%	Rand (E)	Customs Duty Tariff Reference	Value in Rand for South African Content (F)	(G)

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

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

days before tender closing date) rounded to the second decimal place (column (B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)) and any South African manufactured or added content (column (F)). Any mark-up by the Tenderer or other costs not detailed above shall be entirely contained within the South African Content (Column (F)).

5. The adjustments shall be calculated upon the value in foreign currency in the Supplier's forward cover contract.
6. Any increase or decrease in the Rand value between the amounts of Customs Surcharge and Customs Duty inserted in on the schedule titled "Price Basis for Imported Resources" and those amounts actually paid to the Customs and Excise Authorities, which are due to changes in the percentage rates applicable or to the foreign exchange rate used by the authorities, shall be adjusted accordingly.
7. The Tenderer shall state the Customs Duty Tariff Reference applicable to each item and the Supplier shall advise the CCT's Agent of any changes which occur.
8. Suppliers shall take out Forward Cover covering the foreign exchange component of the cost of any imported portion of the Goods ordered on **each purchase order** issued by the Employer.
9. The process to be followed by Suppliers for claims for Rate of Exchange Variations shall be as follows:
 - a) The Supplier shall within seven working days from the date of receipt of the purchase order arrange forward cover by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported goods and components inserted by the Tenderer on the scheduled titled "Price Basis for Imported Resources" (Table F.1 (F).2), and submit such Forward Cover quotation to the City for approval.
 - b) Upon receipt of the quotation for Forward Cover from the bank, the Supplier must forward the quote ideally, within 15 minutes of receiving it from their banker to the CCT:
CPA.Request@capetown.gov.za and Contract Manager:
CorporateFleet.Contracts@capetown.gov.za. This is to ensure that the time difference from generation of the quotation for Forward Cover to finalising the Forward Cover with the Bank, is kept to a minimum due to the change in the exchange rate throughout the day.
 - c) The Contract Manager will forward the quotation to the CCT Treasury Department immediately for their consideration and approval. The cut-off time for receipt of quotations for Forward Cover will be 14h00. It must be noted that if this deadline will not be achieved, it is recommended that the quotation process be undertaken on the following day which should fall within the 7 days of receipt of the purchase order.
 - d) Only once the Forward Cover quotation rate has been approved by CCT Treasury Department, may the Supplier finalise the Forward Cover contract with their bank at the rate approved by the CCT Treasury Department for that Purchase Order and forward a copy of the contract to the CCT via email: CPA.Request@capetown.gov.za and Contract Manager:
CorporateFleet.Contracts@capetown.gov.za
 - e) The Forward Cover quotation envisaged above shall have the CCT purchase order number and a Forward Cover Contract (FCC) Value Date that is directly based upon the required delivery date for the imported Goods or components necessary in order to meet the Contract Delivery Period. Future FCC Value Dates beyond the Contract Delivery Period shall not be acceptable.
10. On delivery of the goods to the City the Supplier shall submit the following documentation to the CCT via email: CPA.Request@capetown.gov.za and Contract Manager:
CorporateFleet.Contracts@capetown.gov.za
 - a) The Bill of Lading/Waybill/Customs Invoice (clearly indicating the items as identified on the purchase order).
 - b) Calculations detailing the difference in the rate of exchange at the time of entry and the date of tender. These shall be submitted on a covering letter.
 - c) The invoice / credit note for the Rate of Exchange adjustment applicable to the specific order.
11. In exceptional circumstances, and subject to the Employer's explicit written approval, Rate of Exchange variations on Goods or components that are imported in bulk in advance in fulfilment of the contract

requirements or to create buffer stocks, but not specifically in response to specific purchase orders placed by the Employer in accordance with the contract, shall be based upon whichever of the following two methodologies is more advantageous to the Employer:

- a) Methodology 1: A spot quotation for the Forward Cover Contract rate for the imported portion of the Goods, based upon the FCC Value Date for the particular purchase order(s), as outlined in clause 9 above.
 - b) Methodology 2: The actual Rate of Exchange cost variations incurred in fulfilment of the purchase order(s), fully substantiated by detailed Bills of Lading and Customs Invoice applicable to the particular Goods delivered. The applicable Rate of Exchange shall be the rate as defined on the Customs Invoice for the imported Goods.
 - c) Determination of the more advantageous methodology shall be conducted and approved following delivery of the imported Goods or components to the Supplier but prior to delivery of the Goods to the Employer.
12. Approval of the process detailed in Clause 11 and sub-clauses above shall be on an order by order basis and application shall be submitted, with required supporting documents, immediately on receipt of the relevant purchase order(s).

**F.1. (G) GOODS AND/OR COMPONENTS IMPORTED FROM OUTSIDE OF SOUTH AFRICA -
MANUFACTURER/SUPPLIER PRICE/QUOTATION LIST**
1. Manufacturer's / Supplier's Pricelist / Quotation Based CPA – Imported Goods or Components:

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

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

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

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

- b) The new price list (*from the same Supplier / Manufacturer as originally tendered*) on the relevant manufacturer/suppliers letterhead (with pamphlets, brochures and e-mail communication) clearly indicating the item(s) according to C.4 Price Schedule.
 - c) Submit detailed calculations indicating how the “new” price is calculated. The calculations must be submitted in Excel, together with a signed, “PDF” version of the Excel spreadsheet. The example below – Table F.1(G).2, is what is required.
 - d) A covering letter on the Supplier’s letterhead requesting the CPA with the effective date of the claim.
- 1.9 The CCT will consider the request and either refer the request back for correction or additional information or approve the request.
 - 1.10 The CCT will assess such pricelist based CPA claims and will only approve such claims that are confirmed to be reasonable and market related with reference to the source pricing information provided with the tender and with the CPA application
 - 1.11 Approval of the CPA request including confirmation of the effective date, will be communicated to the Supplier in writing. The effective date will be as per clause 1.3 above.
 - 1.12 The successful Tenderer/Supplier shall immediately upon notification of the commencement date of contract submit written application for approval of any adjusted unit prices for the Goods that may have been notified by the Supplier / Manufacturer of the Goods, together with the required supporting documentation. This application will be assessed in accordance with the process laid out above in order to determine approved contract prices at the commencement of the contract.
 - 1.13 Failure to submit such application within two working weeks of commencement of contract shall result in the tendered unit prices being applied for initial orders placed following commencement of the contract.
 - 1.14 In the event of a Supplier changing their Supplier / Manufacturer during the tenure of the contract, no request for price variations will be considered unless the Supplier has obtained prior approval from the City for the change of Supplier / Manufacturer. Such approval shall include technical approval by the Engineer of the goods supplied by the replacement Supplier / Manufacturer. Technical approval by the Engineer shall be a prerequisite for any change of Supplier / Manufacturer.

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

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

OR

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

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

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

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

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

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

- 2.9 The CCT will consider the request and either refer the request back for correction or additional information or approve the request.
- 2.10 The CCT will assess such pricelist based CPA claims and will only approve such claims that are confirmed to be reasonable and market related with reference to the source pricing information provided with the tender and with the CPA application
- 2.11 Approval of the CPA request for the relevant Purchase Order (refer to clause 2.5 above), will be communicated to the Supplier in writing.

**F.1. (H) GOODS AND/OR COMPONENTS IMPORTED FROM OUTSIDE OF SOUTH AFRICA - BASED
ON FOREIGN INDICES**

NOT APPLICABLE

Schedule F.2: Certificate of Authority for Partnerships/ Joint Ventures/ Consortia

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

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

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

Note: A copy of the Joint Venture Agreement shall be appended to *List of Other Documents Attached by Tenderer Schedule*.

Schedule F.3: Declaration for Procurement above R10 million

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

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

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

If YES, submit audited annual financial statements:

(i) For the past three years, or

(ii) Since the date of establishment of the tenderer (if established during the past three years)

By attaching such audited financial statements to **List of Other Documents Attached by Tenderer Schedule**.

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

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

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

2.2 If YES, provide particulars:

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

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

If YES, insert particulars in the table below including particulars of any material non-compliance or dispute concerning the execution of such contract. Alternatively attach the particulars to **List of Other Documents Attached by Tenderer** schedule in the same format as the table below:

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

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

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

If YES, furnish particulars below

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

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

Date

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

The applicable preference point system for this tender is the 80/20 preference point system.

- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

The following definitions shall apply to this schedule:

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**POINTS AWARDED FOR PRICE****THE 80/20 PREFERENCE POINT SYSTEMS**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

Not applicable.

5. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

Table 1: Specific Goals (SG) – Points Allocated and Claimed

Tenderers must indicate the preference points claimed for each specific goal applicable to them, for the purposes of this tender.

The specific goals allocated points in terms of this tender	To be Completed by the Organ of State	To be Completed by the Tenderer
	Number of points Allocated (80/20 system)	Number of points claimed (80/20 system)
Promotion of Micro and Small Enterprises	8	
Enterprise Supplier Development and Socio-Economic Development	6	
Skills Development <u>OR</u> Employee Share Scheme	6	

DECLARATION WITH REGARD TO COMPANY/FIRM

5.3 Name of company/firm.....

5.4 Company registration number:

5.5 TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

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

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

<i>Signature of Tenderer</i>	<i>Date</i>	<i>Name and Surname</i>	<i>Address</i>

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

Table 2: Specific Goals – Declaration by the Tenderer

Tenderers must complete this table to declare the amounts and percentages applicable to the specific goals they are claiming.

NB: In completing Table 2 below, please consult **Notes for Verification** below

The specific goals allocated points in terms of this tender	To be Completed by the Tenderer	
	Refer to “Notes for verification”	Amount Declared (excluding VAT)
<u>SG1</u> Promotion of Micro and Small Enterprises	(i) Total Turnover	
<u>SG2</u> Enterprise Supplier Development and Socio Economic Development	(ii) Total Enterprise Supplier Development Expenditure	
	(iii) Total Socio Economic Development Expenditure	
	(iv) Total Expenditure	
<u>SG3.1</u> Skills Development	(v) Total Skills Development Expenditure	
	(vi) Total expenditure	
OR <u>SG3.2</u> Employee Share Scheme	(vii) Employee Share Scheme Ownership %	

Tenderer Confirmation:

I confirm that the amounts declared in Table 2 above are accurate and in accordance with the *‘The Broad-Based Black Economic Empowerment (B-BBEE) Act 53 of 2003, as amended.* .

Signature of Tenderer (Authorised to represent the tenderer)	Date	Name and Surname	Address

Notes for Verification:

All amounts disclosed should be as per the most recent Annual Financial Statements (not older than 12 months) and defined as per the B-BBEE Act

- SG1 – Specific Goal 1
Promotion of Micro and Small Enterprises
 (i) Total Turnover
 Micro enterprises with a turnover of up to R20million and Small enterprises with a turnover up to R80 million, as per National Small Enterprise Act, 1996 (Act No.102 of 1996)
- SG2 – Specific Goal 2
Enterprise Supplier Development and Socio-Economic Development
 (ii) Total Enterprise Supplier Development Expenditure
 Qualifying expenditure as defined in the B-BBEE Act: Statement 400 "THE GENERAL PRINCIPLES FOR MEASURING ENTERPRISE AND SUPPLIER DEVELOPMENT"

 (iii) Total Enterprise Socio Economic Development Expenditure
 Qualifying expenditure as defined in the B-BBEE Act: Statement 500 "THE GENERAL PRINCIPLES FOR MEASURING THE SOCIO - ECONOMIC DEVELOPMENT ELEMENT"

 (iv) Total Expenditure
 Total Expenditure as per the most recent Annual Financial Statements (not older than 12 months)
- SG3.1 – Specific Goal 3
Skills Development
 (v) Total Skills Development Expenditure
 Qualifying expenditure as defined in the B-BBEE Act: Statement 300 "THE GENERAL PRINCIPLES FOR MEASURING SKILLS DEVELOPMENT"

 (vi) Total expenditure
 Total expenditure as per the most recent Annual Financial Statements (not older than 12 months)
- SG3.2 – Specific Goal 3
Employee Share Scheme
 (vii) Employee Share Scheme Ownership %
 Total employee ownership as per employee share certificate at the date of tender closing.

The below table (Table 3) must be completed by a B-BBEE Verification Agency (*Note 1) **OR** Commissioner of Oaths

(Refer to *Note 3.2 for the detailed declaration):

Table 3:

Signature and Stamp	Date	Name and Surname	Address

Note 1*1.1 Tendering entity that undergoes B-BBEE verification**

- Where a tendering entity undergoes B-BBEE verification, a B-BBEE certificate valid as at the date of tender closing, must be attached to the bid submission or must be made available upon request within the specified period.
- All amounts disclosed in Table 2, should be amounts used in the B-BBEE verification process undergone by the tendering entity
- The B-BBEE verification agency must complete Table 3 above, to confirm the following amounts disclosed by the bidder in Table 2:
 - (ii) Total Enterprise Supplier Development Expenditure;
 - (iii) Total Socio Economic Development Expenditure;
 - (v) Total Skills Development Expenditure
- Where the tendering entity is a Joint Venture/ Consortium, the amounts in Table 2 must be consolidated, with an accompanying consolidated B-BBEE certificate valid as at the date of tender closing must be attached to the bid submission or must be made available upon request within the specified period.

1.2 If the tendering entity does not undergo B-BBEE verification and qualifies as a B-BBEE Qualifying Small Enterprise (QSE) and Exempted Micro-Enterprises (EME)

- Table 3 must be completed by a Commissioner of Oaths to confirm the following amounts disclosed by the bidder in Table 2:
 - (ii) Total Enterprise Supplier Development Expenditure;
 - (iii) Total Socio Economic Development Expenditure;
 - (v) Total Skills Development Expenditure

Note 2*2.1 The tendering entity must attach with the bid submission or must be made available upon request within the specified period; the most recent (where applicable) audited financial statements to enable validation of the following amounts disclosed by the bidder in Table 2:**

- (i) Total Turnover
- (iv) Total Expenditure
- (vi) Total Expenditure

2.2 Companies who are required to be audited by legislation, must submit audited financial statements, not older than 12 months with the bid submission or must be made available upon request within the specified period.

***Note 3**

Sworn affidavit to be deposed by the Commissioner of Oaths to the QSE or EME.

I, the undersigned,

Full Name and Surname (Authorised to represent the tenderer)	
Identity Number	

Hereby declare under oath as follows

3.1 The contents of this statement are to the best of my knowledge a true reflection of facts.

3.2 I am a Member/ Director/ Owner of the following enterprise and am duly authorised to act on its behalf.

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, Pty (Ltd), Sole Prop etc):	
Nature of Business:	

3.3 I hereby declare under oath that based on the Financial Statements / Management Accounts and information available on the latest financial year end _____

3.3.1 The annual Total Revenue was less than R50 000 000.00 (Fifty Million Rand);

3.3.2 The following amounts disclosed in Table 2 are accurate, complete, consistent with the BBBEE Act (see Notes for Verification) and based on the Financial Statements / Management Accounts and information available on the latest financial year end _____

As per Table 2	Amount Declared (excluding VAT)
(ii) Total Enterprise Supplier Development Expenditure	
(iii) Total Socio Economic Development Expenditure	
(iv) Total Expenditure	
(v) Total Skills Development Expenditure	

As per Table 2	Amount Declared (excluding VAT)
(vi) Total Expenditure	
(vii) Employee Share Scheme Ownership %	

3.4 I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent I this matter.

3.5 The sworn affidavit will be valid for a period of 12 months from the date signed by the commissioner.

Commissioner of Oaths
Signature, Date and Stamp

Deponent Signature and Date

3.6 KEY NOTES OF DETERMINING VALIDITY OF SWORN AFFIDAVITS

BBBEE Certificates/ Sworn Affidavits	Returnable for declaration requirement must be attached with the bid submission or must be made available upon request within the specified period - Certified and Valid copy of BBBEE Certificate issued by a SANAS Accredited Verification Agent, or - Certified and Valid copy of Sworn Affidavit for either EME or QSE (see key notes below to determine Validity of a Sworn Affidavit); or - Valid copy of BBBEE Certificate issued by CIPC for EME's only KEY NOTES OF DETERMINING VALIDITY OF SWORN AFFIDAVITS Tenderers submitting Sworn Affidavits must ensure that the affidavits meet the following key pointers to ensure their validity: (a) Name/s of deponent as they appear in the identity document and the identity number. (b) Designation of the deponent as the Director/ Member must be indicated in order to know that person is duly authorised to depose of an affidavit (mark the applicable option).
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	(c) Name of enterprise as per enterprise registration documents issued by CIPC, where applicable, and enterprise business address. (d) Amounts as per Table 2 must be inserted (No blank spaces to be left). (e) Indicate total revenue for the year under review and whether it is based on audited financial statements or management accounts (mark the applicable option). (f) Financial year end as per the enterprise's registration documents, which was used to determine the total revenue (financial year end to be stipulated by day/ month/ year). (g) Date deponent signed and date of Commissioner of Oath must be the same. (The sworn affidavit must be signed in the presence of the Commissioner of Oath. Furthermore the Commissioner must also sign ad stamp). (h) Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest. If the relevant documentation/ information as stipulated in the enquiry is not submitted and/or does not meet the above requirements; tenderers will be disqualified.
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Schedule F.5: Declaration of Interest – State Employees (MBD 4 amended)

1. No bid will be accepted from:
 - 1.1 persons in the service of the state¹, or
 - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
 - 1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town (CCT) during the previous twelve (12) months, or
 - 1.4 from an entity who has employed a former CCT employee who was at a level of T14 or higher at the time of leaving the CCT's employ and involved in any of the CCT's bid committees for the bid submitted, if:
 - 1.4.1 the CCT employee left the CCT's employment voluntarily, during the previous twelve (12) months;
 - 1.5 a person who was a CCT employee, or an entity that employs a CCT employee, if
 - 1.5.1 the CCT employee left the CCT's employment whilst under investigation for alleged misconduct, or
 - 1.5.2 was facing disciplinary action or potential disciplinary action by the CCT, or
 - 1.5.3 was involved in a dispute against the CCT during the previous thirty six (36) months.

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of tenderer or his or her representative: _____
 - 3.2 Identity Number: _____
 - 3.3 Position occupied in the Company (director, trustee, shareholder²): _____
 - 3.4 Company or Close Corporation Registration Number: _____
 - 3.5 Tax Reference Number: _____
 - 3.6 VAT Registration Number: _____
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars: _____
 - 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
 - 3.9.1 If yes, furnish particulars: _____
 - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.10.1 If yes, furnish particulars: _____
 - 3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.11.1 If yes, furnish particulars: _____
 - 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
 - 3.12.1 If yes, furnish particulars: _____

- 3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
 3.13.1 If yes, furnish particulars: _____
- 3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? **YES / NO**
 3.14.1 If yes, furnish particulars: _____
- 3.15 Have you, or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company been in the service of the CCT in the past twelve months? **YES / NO**
 3.15.1 If yes, furnish particulars: _____
- 3.16 Do you have any employees who was in the service of the CCT at a level of T14 or higher at the time they left the employ of the CCT, and who was involved in any of the CCT's bid committees for this bid? **YES / NO**
 3.16.1 If yes, furnish particulars: _____

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

Full Name	Identity Number	State Employee Number

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

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

 Signature
 Print name:
 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 F.6: Conflict of Interest Declaration

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

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

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

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

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

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

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

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

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

The CCT's anti-corruption hotline at 0800 32 31 30 (toll free)

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

Signature

Print name:

On behalf of the tenderer (duly authorised)

Date

Schedule F.7: Declaration of Tenderer's Past Supply Chain Management Practices (MBD 8)

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

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

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

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

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

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

 Date

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

To: THE CITY MANAGER, City of Cape Town

From: _____
(Name of tenderer)

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

The tenderer:

- a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the City Manager may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer (or any of its directors/members/partners) to the CCT, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
- b) therefore hereby agrees and authorises the CCT to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and
- c) confirms the information as set out in the tables below for the purpose of giving effect to b) above;

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

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

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)	Inside the CCT municipal boundary (Yes/No)

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

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

Date

Schedule F.9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender number **35G/2026/27** and tender description: **Supply and Delivery of Various Vessels and Marine Equipment** in response to the tender invitation made by THE CCT, do hereby make the following statements, which I certify to be true and complete in every respect:

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

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

Signature

Print name:

On behalf of the tenderer (duly authorised)

Date

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

Schedule F.10: Proposed Deviations And Qualifications By Tenderer

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

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

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

PAGE	CLAUSE OR ITEM	PROPOSED DEVIATION OR QUALIFICATION

List relevant documentation attached in Schedule F.10 below.

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

 Date

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

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

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

Attach additional pages if more space is required.

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

 Date

Schedule F.12: Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

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

 Date

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

The following information shall be provided with the Tender:

The following information shall be provided with the Tender:

1) The tenderer must complete the Table (below) in full for every item tendered for.

Important Note (s):

1) Full specification & technical drawings to be submitted with offer for Item 3.2 and 3.3

Item No.	Description	Make and Model Offered	Delivery Period In weeks from the date of the purchase order	Compliant with spec in full (Yes/No)
1.1	Jet Rib inclusive of 1000 cc engine			
1.2	Jet Rib 1000 cc Trailer			
2.1	Jet Rib inclusive of 1800 cc engine			
2.2	Jet Rib 1800 cc Trailer			
3.1	Jet Ski			
3.2	Single Jet Ski Trailer			
3.3	Twin Jet Ski Trailer			
4.1	Large Semi-Rigid Inflatable Vessel			
4.2	Large Semi-Rigid Inflatable Vessel Trailer			
5.1	Inflatable Rubber Boat (IRB) Surf			
5.2	Inflatable Rubber Boat (IRB) Surf Trailer			
6.1	Landing Craft Vessel			
6.2	Landing Craft Vessel Trailer			
7.1	Rigid Hull Vessel			
7.2	Rigid Hull Vessel Trailer			
8.1	Rescue Utility Craft			
8.2	Rescue Utility Craft Trailer			
9.1	Rapid Deployment Rescue Inflatable Raft			
10.1	Anchor			
11.1	Electric High Volume Air Pump			
12.1	Water Rescue Personal Floatation Device			
13.1	Emergency Water Rescue Strobe			
14.1	Rescue Throw lines and bags			
15.1	Rescue Torpedo Buoy (RTB)			
16.1	Search & Rescue Swimmer Shortfins			
17.1	Whistle and Tether			
18.1	Water Rescue Knife			
19.1	Rescue Swimmer Goggles			
20.1	Multi Purpose Rescue Helmet			

TENDER NO: 35G/2026/27

21.1	50 Horse Power Outboard Motor (4 stroke)			
22.1	60 Horse Power Outboard Motor (4 stroke)			
23.1	80 Horse Power Outboard Motor (4 stroke)			
24.1	90 Horse Power Outboard Motor (4 stroke)			
25.1	130-140 Horse Power Outboard Motor (4 stroke)			
26.1	150-160 Horse Power Outboard Motor (4 stroke)			
27.1	Jet Drive 60HP Outboard Motor			

Signature

Print name:

On behalf of the tenderer (duly authorised)

Date

Schedule F.14: Appeal Application
--

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

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

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

GL DATA CAPTURE RECEIPT
(CASHIER TO RETAIN A COPY)

RECEIPT NO: _____

DATE: _____

SAP GL:

8	1	0	1	0	0
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PROFIT CENTRE:

1	3	0	5	0	0	0	1
---	---	---	---	---	---	---	---

NAME/COMPANY NAME:

AMOUNT:

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

SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES: APPEALS UNIT

EMAIL; MSA.Appeals@capetown.gov.za

CIVIC CENTRE IZIKO LOLUNGU BURGERSENTRUM

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www.capetown.gov.za

Making progress possible. Together.