TENDER DOCUMENT GOODS AND SERVICES



SCM - 542 Approved by Branch Manager: February 2024



Version: 10

TENDER NO: 192G/2023/24

TENDER DESCRIPTION: SUPPLY AND DELIVERY OF VARIOUS TRAILERS FOR THE CITY OF

CAPE TOWN

CONTRACT PERIOD: 36 MONTHS FROM THE COMMENCEMENT DATE OF THE CONTRACT

CLOSING DATE 15 April 2024

CLOSING TIME 10:00 am

TENDER BOX NUMBER 123

TENDER FEE [R 200.00]

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

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

| NATURE OF TENDER OFFER (please indicate be | elow) |
|--|-------|
| Main Offer (see clause 2.2.11.1) | |
| Alternative Offer (see clause 2.2.11.1) | |

| TENDER SERIAL NO.: | |
|----------------------------|---|
| SIGNATURES OF CCT OFFICIAL | S |
| AT TENDER OPENING | |
| 1 | |
| 2 | |
| 3 | |

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THE TENDER

T.1 GENERAL TENDER INFORMATION

TENDER ADVERTISED : 15 March 2024

SITE VISIT/CLARIFICATION MEETING : Time: 09:00am on Date:28 March 2024

(Not compulsory, but strongly recommended)

VENUE FOR SITE VISIT/CLARIFICATION MEETING : Skype Meeting

https://meet.capetown.gov.za/moegamattaahir.j

acobs/NK1P841Q

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. 192G/2023/24: SUPPLY AND **DELIVERY** OF **VARIOUS** TRAILERS FOR THE CITY OF CAPE TOWN", the tender box number. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box

before closing time. If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the

tenderer's responsibility to ensure that the tender is placed in either the original box or as alternatively

instructed.

CCT TENDER REPRESENTATIVE : Email:

moegamattaahir.jacobs@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, <u>unless communicated by the CCT in writing to suppliers / tenderers by its Director: Supply Chain Management or his nominee</u>. 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 tender conditions, a contract will be concluded with the tenderer who scores the highest number of tender adjudication points.

The CCT intends to appoint a Main Service Provider (highest ranked tenderer) and two (2) Alternative Service Providers (2nd and 3rd highest ranked tenderers) per main item.

The City of Cape Town will however only utilise the 1st Alternative Service Provider (2nd highest ranked tenderer) per main item, if the Main Service Provider (highest ranked tenderer) is unable to either:

- Deliver the items within the stipulated time.
- Deliver the required quantities.
- Deliver as a result of any other circumstance beyond the tenderers control such as insolvency etc,

And so forth pertaining to the utilisation of the 2nd Alternative Service Provider (3rd highest ranked tenderer).

The contract period shall be for a period of 36 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 consider the appeal and may confirm, vary or revoke the decision that has been appealed, but no such revocation of a decision may detract from any rights that may have accrued as a result of the decision.

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

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

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

The City Manager - C/o the Manager: Legal Compliance Unit, Legal Services Department, Office of the City Manager

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

Via post at: Private Bag X918, Cape Town, 8000 Via email at: MSA.Appeals@capetown.gov.za

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

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

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

Via post at: Private Bag X918, Cape Town, 8000 Via email at: Access2info.Act@capetown.gov.za

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

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

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

All requests relating to data protection must be submitted in writing to:
The City Manager - C/o the Information Officer, Office of the City Manager

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

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

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

2.1.6.7 Compliance to the CCTs Appeals Policy.

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

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

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

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

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

2.1.7 CCT Supplier Database Registration

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

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

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

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

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

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

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

2.2 Tenderer's obligations

2.2.1 Eligibility Criteria

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

2.2.1.1.1 Submit a tender offer

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

2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

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

- a) A completed **Details of Tenderer** to be provided (applicable schedule below to be completed);
- b) A completed **Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums** to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's (applicable schedule below to be completed);
- c) A copy of the partnership / joint venture / consortium agreement to be provided, where applicable.
- d) A completed **Declaration of Interest State Employees** to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule below to be completed);
- e) A completed **Declaration Conflict of Interest and Declaration of Bidders' past Supply Chain Management Practices** to be provided and which does not indicate any conflict or past practises that renders the tender non-responsive based on the conditions contained thereon (applicable schedules below to be completed);
- f) A completed **Certificate of Independent Bid Determination** to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule below to be completed);
- g) The tenderer (including any of its representatives, directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy,
- h) The tenderer's tax matters with SARS are in order, or the tenderer is a foreign supplier that is not required to be registered for tax compliance with SARS:
- 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);
- 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 Compliance to Additional Requirements

The following documentation must be submitted with the tender submission or upon request from the City of Cape Town.

If the tenderer is an Authorised Reseller, a letter shall be submitted on a signed Manufacturers letterhead accompanied with a copy of the Manufacturer Certificate of Registration for MIB (Manufacturer/importer/builder).

If a tenderer is a manufacturer a copy of the Certificate of Registration for MIB (Manufactuer/Importer/Builder) shall be accompanied with the tender submission.

The Certificate of Registration for MIB (Manufactuer/Importer/Builder) shall be in accordance with the National Road Traffic Act. 1996.

Tenderers to note that the following will not be deemed as acceptable confirmation: Pamphlets, brochures and e-mail communication, etc.

2.2.1.1.4 Compulsory clarification meeting

Not Applicable

2.2.1.1.5 Minimum score for functionality

Not Applicable

2.2.1.1.6 Provision of samples

Not Applicable

2.2.2 Cost of tendering

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

2.2.3 Check documents

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

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

2.2.4 Confidentiality and copyright of documents

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

2.2.5 Reference documents

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

2.2.6 Acknowledge and comply with notices

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

2.2.7 Clarification meeting

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

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

2.2.8 Seek clarification

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

2.2.9 Pricing the tender offer

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

2.2.10 Alterations to documents

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

2.2.11 Alternative tender offers

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

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

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

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

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

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

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

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

2.2.12 Submitting a tender offer

- 2.2.12.1 The tenderer is required to submit one tender offer only on the original tender documents as issued by the CCT, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the Conditions of Contract and described in the Specifications. Only those tenders submitted on the tender documents as issued by the CCT together with all Tender Returnable Documents duly completed and signed will be declared responsive.
- **2.2.12.2** The tenderer shall return the entire tender document to the CCT after completing it in its entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- 2.2.12.3 The tenderer shall sign the original tender offer where required in terms of the Conditions of Tender. The tender shall be signed by a person duly authorised by the tenderer to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation / founding document of the joint venture or any other document signed by all Parties, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner.
- 2.2.12.4 Where a two-envelope system is required in terms of the Conditions of Tender, place and seal the returnable documents listed in the Conditions of Tender in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the CCT's address and identification details stated in the General Tender Information (i.e., item T.1 above), as well as the tenderer's name and contact address.

- 2.2.12.5 The tenderer shall seal the original tender offer and copy packages together in an outer package that states on the outside only the CCT's address and identification details as stated in the General Tender Information. If it is not possible to submit the original tender and the required copies (see 2.2.12.3) in a single envelope, then the tenderer must seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY" in addition to the aforementioned tender submission details.
- **2.2.12.6** The CCT shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- **2.2.12.7** Tender offers submitted by facsimile or e-mail will be rejected by the CCT, unless stated otherwise in the Conditions of Tender.
- **2.2.12.8** By signing the offer part of the Form of Offer (**Section 5**, **Part A hereto**) the tenderer warrants and agrees that all information provided in the tender submission is true and correct.
- 2.2.12.9 Tenderers shall properly deposit its bid in the designated tender box (as detailed on the front page of this tender document) on or before the closing date and before the closing time, in the relevant tender box at the Tender & Quotation Boxes Office situated on the 2nd floor, Concourse Level, Civic Centre, 12 Hertzog Boulevard, Cape Town. If the tender submission is too large to fit in the allocated box, please enquire at the public counter for assistance.
- 2.2.12.10 The tenderer must record and reference all information submitted contained in other documents for example cover letters, brochures, catalogues, etc. in the Returnable Schedule titled List of Other Documents Attached by Tenderer.

2.2.13 Information and data to be completed in all respects

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

2.2.14 Closing time

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

2.2.15 Tender offer validity and withdrawal of tenders

- **2.2.15.1** The tenderer shall warrant that the tender offer(s) remains valid, irrevocable and open for acceptance by the CCT at any time for a period of 120 days after the closing date stated on the front page of the tender document.
- 2.2.15.2 Notwithstanding the period stated in clause 2.2.15.1 above, bids shall remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the CCT is notified in writing of anything to the contrary by the bidder. The validity of bids may be further extended by a period of not more than six months subject to mutual agreement by the parties, administrative processes and upon approval by the City Manager, unless the required extension is as a result of an appeal process or court ruling.
 - In circumstances where the validity period of a tender has expired, and the tender has not been awarded, the tender process is considered "completed", despite there being no decision (award or cancellation) made. This anomaly does not fall under any of the listed grounds of cancellation and should be treated as a "non award". A "non award" is supported as a recommendation to the CCT's Bod Adjudication Committee ("BAC") for noting.
- **2.2.15.3** A tenderer may request in writing, after the closing date, that its tender offer be withdrawn. Such withdrawal will be permitted or refused at the sole discretion of the CCT after consideration of the

reasons for the withdrawal, which shall be fully set out by the tenderer in such written request for withdrawal. Should the tender offer be withdrawn in contravention hereof, the tenderer agrees that:

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

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

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

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

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

2.2.17 Provide other material

- 2.2.17.1 Tenderer's shall promptly provide, upon request by the CCT, any other material that has a bearing on the tender offer, the tenderer's commercial position (including joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the CCT for the purpose of the evaluation of the tender. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the CCT's request, the CCT may regard the tender offer as non-responsive.
- **2.2.17.2** The tenderer shall provide, on written request by the CCT, where the transaction value inclusive of VAT **exceeds R 10 million**:
 - a) audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing;
 - b) a certificate signed by the tenderer certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
 - c) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract:
 - d) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

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

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

2.2.18 Samples, Inspections, tests and analysis

Tenderers shall provide access during working hours to premises for inspections, tests and analysis as

provided for in the Conditions of Tender or Specifications.

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

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

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

2.2.19 Certificates

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

2.2.19.1. Preference Points for Specific Goals

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

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

2.2.19.2 Evidence of tax compliance

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

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

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

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

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

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

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

2.2.21 Claims arising from submission of tender

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

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

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

2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

- **2.3.1.1** Unless otherwise stated in the Conditions of Tender, the CCT shall respond to a request for clarification received up to one week (where possible) before the tender closing time stated on the front page of the tender document.
- **2.3.1.2** The CCT's duly authorised representative for the purpose of this tender is stated on the General Tender Information page above.

2.3.2 Issue Notices

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

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

2.3.3 Opening of tender submissions

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

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

- **2.3.3.2** Announce at the meeting held immediately after the opening of tender submissions, at the closing venue as stated in the General Tender Information, the name of each tenderer whose tender offer is opened and, where possible, the prices indicated.
- **2.3.3.3** Make available a record of the details announced at the tender opening meeting on the CCT's website (http://www.capetown.gov.za/en/SupplyChainManagement/Pages/default.aspx.)

2.3.4 two-envelope system

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

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

2.3.5 Non-disclosure

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

2.3.6 Grounds for rejection and disqualification

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

2.3.7 Test for responsiveness

- **2.3.7.1** Appoint a Bid Evaluation Committee and determine after opening whether each tender offer properly received:
 - a) complies with the requirements of these Conditions of Tender,
 - b) has been properly and fully completed and signed, and
 - c) is responsive to the other requirements of the tender documents.
- **2.3.7.2** A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the CCT's opinion, would:
 - a) Detrimentally affect the scope, quality, or performance of the goods, services or supply identified in the Specifications,
 - b) Significantly change the CCT's or the tenderer's risks and responsibilities under the contract, or
 - 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.
 - If the selected method is based on suppliers' price lists and / or rate of exchange, comparative prices would be determined as tendered for year one whilst taking into account the tendered percentage subject to rate of exchange (see sub clause (d) for details on the calculation of the rate of exchange).
- **2.3.10.1.3** Where the scoring of functionality forms part of a bid process, each member of the Bid Evaluation Committee must individually score functionality. The individual scores must then be interrogated and

calibrated if required where there are significant discrepancies. The individual scores must then be added together and averaged to determine the final score.

2.3.10.2 Decimal places

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

2.3.10.3 Scoring of tenders (price and preference)

- **2.3.10.3.1** Points for price will be allocated in accordance with the formula set out in this clause based on the price per item / rates as set out in the **Price Schedule (Section 7)**:
 - Based on the sum of the prices/rates in relation to the estimated quantities.
- **2.3.10.3.2** Points for preference will be allocated in accordance with the provisions of **Preference Schedule** and the table in this clause.
- **2.3.10.3.3** The terms and conditions of **Preference Schedule** as it relates to preference shall apply in all respects to the tender evaluation process and any subsequent contract.

2.3.10.3.4 Applicable formula:

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

$$Ps = 90 x (1 - (\underline{Pt - Pmin}))$$

$$Pmin$$

Where: Ps is the number of points scored for price;

Pt is the price of the tender under consideration; Pmin is the price of the lowest responsive tender.

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

Table B2: Awards above R50 mil (VAT Inclusive)

| # | Specific goals allocated points Persons, or categories of persons, his | Preference Points (90/10) Above R50 mil torically disade | Evidence vantaged- (HDI) by unfair | Additional Guidance r discrimination on the basis of |
|---|--|--|--|--|
| 1 | Gender are women (ownership)* >75% - 100% women ownership: 3 points >50% - 75% women ownership: 2 points >25% - 50% women ownership: 1 point >0% - 25% women ownership: 0.5 point 0% women ownership = 0 points | 3 | Company Registration Certification Central Supplier Database report | Issued by the Companies and Intellectual Property Commission Report name: CSD Registration report |
| 2 | Race are black persons (ownership)* | 3 | B-BBEE certificate; | South African National Accreditation System approved certificate or commissioned sworn affidavit |

| | >75% - 100% black ownership: 3 points >50% - 75% black ownership: 2 points >25% - 50% black ownership: 1 point >0% - 25% black ownership: 0.5 point 0% black ownership = 0 points | | Company Registration Certificatio Central S Database r | Commission upplier • Report name: CSD Registration |
|---|--|-------------|---|---|
| 3 | Disability are disabled persons (ownership)* WHO disability guideline >2% ownership: 1 points >0% - 2% ownership: 0.5 point 0% ownership = 0 point | 1 | Proof of disCompany Registration Certificatio | African Revenue Services disability registration • Issued by the Companies and Intellectual Property |
| | Reconstruction and Development Pro | gramme (RDP |) as published in | Government Gazette |
| 4 | Promotion of Micro and Small Enterprises Micro with a turnover up to R20million and Small with a turnover up to R80 million as per National Small Enterprise Act, 1996 (Act No.102 of 1996 | 3 | B-BBEE level contributor | Specifically in line with the respective sector codes which the company operates, South African National Accreditation System approved certificate or commissioned sworn affidavit |
| | SME partnership, sub-contracting, joint venture or consortiums | | South owned enterprises | African • Certificate of incorporation or commissioned sworn affidavit |
| | | | • Financial Statement determine turnover | • Latest financial statements (1 Year) |
| | Total points | 10 | | |

^{*}Ownership: main tendering entity

2.3.10.5 Risk Analysis

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

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

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

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

2.3.11 Negotiations with preferred tenderers

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

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

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

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

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

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

2.3.12 Acceptance of tender offer

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

- **2.3.12.1** Accept a tender offer(s) which does not, in the CCT's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender document.
- **2.3.12.2** Accept the whole tender or part of a tender or any item or part of any item or items from multiple manufacturers, or to accept more than one tender (in the event of a number of items being offered), and the CCT is not obliged to accept the lowest or any tender.
- **2.3.12.3** Accept the tender offer(s), if in the opinion of the CCT, it does not present any material risk and only if the tenderer(s):
 - a) is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system, preventing participation in the CCT's procurement,
 - b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract.
 - c) has the legal capacity to enter into the contract,
 - d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing, complies with the legal requirements, if any, stated in the tender data, and
 - e) is able, in the opinion of the CCT, to perform the contract free of conflicts of interest.

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

- 2.3.12.4 The CCT reserves the right not to make an award, or revoke an award already made, where the implementation of the contract may result in reputational risk or harm to the CCT as a result of (inter alia):
- a) reports of poor governance or unethical behaviour, or both;
- b) association with known notorious individuals and family of notorious individuals;
- c) poor performance issues, known to the CCT;
- d) negative media reports, including negative social media reports;
- e) adverse assurance (e.g. due diligence) report outcomes; and
- f) circumstances where the relevant vendor has employed, or is directed by, anyone who was previously employed in the service of the state (as defined in clause 1.53 of the SCM Policy), where the person is or was negatively implicated in any SCM irregularity.
- 2.3.12.5 The CCT reserves the right to nominate an StandbyBbidder at the time when an award is made and in the event that a contract is terminated during the execution thereof, the CCT may consider the award of the contract, or non-award, to the Standby Bidder in terms of the procedures included its SCM Policy.

2.3.13 Prepare contract documents

- **2.3.13.1** If necessary, revise documents that shall form part of the contract and that were issued by the CCT as part of the tender documents to take account of:
 - a) Notices issued during the tender period.
 - b) Inclusion of some of the returnable documents, and
 - c) Other revisions agreed between the CCT and the successful tenderer.
- 2.3.13.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

2.3.14 Notice to successful and unsuccessful tenderers

- 2.3.14.1 Before accepting the tender of the successful tenderer the CCT shall notify the successful tenderer in writing of the decision of the CCT's Bid Adjudication Committee to award the tender to the successful tenderer. No rights shall accrue to the successful tenderer in terms of this notice
- **2.3.14.2** The CCT shall, at the same time as notifying the successful tenderer of the Bid Adjudication Committee's decision to award the tender to the successful tenderer, also give written notice to the other tenderers informing them that they have been unsuccessful.

2.3.15 Provide written reasons for actions taken

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

TENDER DOCUMENT GOODS AND SERVICES



SUPPLY CHAIN MANAGEMENT

SCM - 542 Approved by Branch Manager: February 2024

Version: 10 Page 21 of 150

TENDER NO: 192G/2023/24

TENDER DESCRIPTION: SUPPLY AND DELIVERY OF VARIOUS TRAILERS FOR THE CITY OF CAPE

TOWN

CONTRACT PERIOD: 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 Director: Fleet Management Department

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 b | elow) |
|---|-------|
| 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 Trust Other: Consortium 1.2 Required Details (Please provide applicable details in full): Name of Company / Close Corporation or Partnership / Joint Venture / Consortium 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 Name: Mr/Ms (Name & Surname) Contact details of the person duly Telephone :(__ Fax :(__ authorised to represent the tenderer 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 / □Yes □No Works offered? If yes, enclose proof Is tenderer a foreign based supplier for Yes □No the Goods / Services / Works offered? If yes, answer the Questionnaire to Bidding Foreign Suppliers (below) Questionnaire to Bidding Foreign a) Is the tenderer a resident of the Republic of South Africa or an entity **Suppliers** registered in South Africa? □Yes 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

taxation?

☐Yes

Other Required registration numbers

d) Is the tenderer liable in the Republic of South Africa for any form of

□No

C.2 FORM OF OFFER AND ACCEPTANCE

TENDER 192G/2023/24- SUPPLY AND DELIVERY OF VARIOUS TRAILERS FOR THE CITY OF CAPE TOWN

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

The tenderer, identified in the offer signature table below,

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

- 1. confirms that it has examined the documents listed in the Index (including Schedules and Annexures) and has accepted all the Conditions of Tender;
- 2. confirms that it has received and incorporated any and all notices issued to tenderers issued by the CCT:
- 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;
- 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 /EAR) | $_{\scriptscriptstyle -}$ (PLACE) ON THE $_{\scriptscriptstyle -}$ | (DAY) OF | (MONTH AND |
|---|--|--|------------|
| 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 O | FFICIALS |
|----------|----------|----------|
| 1 | 2 | 3 |

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 192G/2023/24- SUPPLY AND DELIVERY OF VARIOUS TRAILERS FOR THE CITY OF CAPE TOWN

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

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

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

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

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

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

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

Name and Surname:

Witness 1 Signature Name and Surname:

Witness 2 Signature Name and Surname:

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 192G/2023/24- SUPPLY AND DELIVERY OF VARIOUS TRAILERS FOR THE CITY OF CAPE TOWN

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

Notes:

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

| 1 Subject | |
|-----------|--|
| Details | |
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| | |
| 2 Subject | |
| Details | |
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| | |
| 4 Subject | |
| Details | |
| 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 192G/2023/24 - SUPPLY AND DELIVERY OF VARIOUS TRAILERS FOR THE CITY OF CAPE TOWN

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

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

| The(Day) |
|----------------------------------|
| Of (Month) |
| 20 (year) |
| At(Place) |
| For the Supplier: Signature(s) |
| Signature and name of witness: |
| Signature Name O A G E S T A G E |
| |

C.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

| AGREEMENT MADE AND ENTERED INTO BETWEEN THE CCT | Γ (HEREINAFTER CALLED THE "CCT") |
|---|--|
| (Supplier/Mandatary/Company/CC Name) | ·····, |
| IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEAL AMENDED. | TH AND SAFETY ACT, 85 OF 1993 AS |
| l, | , representing |
| in its own right in its own right, do hereby undertake to ensure, as far will be performed, and all equipment, machinery or plant used i provisions of the Occupational Health and Safety Act (hereafter "Othereunder.") | n such a manner as to comply with the |
| I furthermore confirm that I am/we are registered with the Compensa and assessment monies due to the Compensation Commissioner has with an approved licensed compensation insurer. | |
| COID ACT Registration Number: | 0/1/ |
| OR Compensation Insurer: | licy No.: |
| I undertake to appoint, where required, suitable competent persons OHSA and the Regulations and to charge him/them with the duty of Regulations as well as the Council's Special Conditions of Contract Procedures are adhered to as far as reasonably practicable. | ensuring that the provisions of OHSA and |
| I further undertake to ensure that any subcontractors employed by and safety agreement separately, and that such subcontractors con | |
| I hereby declare that I have read and understand the Occupational F in this tender and undertake to comply therewith at all times. | Health and Safety Specifications contained |
| I hereby also undertake to comply with the Occupational Health an and approved in terms thereof. | d Safety Specification and Plan submitted |
| Signed aton theda | y of20 |
| Witness | Mandatary |
| Signed at | of20 |
| | r and on behalf of CT |

C.4 PRICE SCHEDULE

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

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

Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the Conditions of Tender.
- Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 5.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 5.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- The successful tenderer is required to perform all tasks listed against each item tendered for. The tenderer must therefore tender prices/rates on all items tendered for 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.
- The tender will be evaluated on the items offered in SCHEDULE A. Tenderers do not have to tender for all items as listed below but only price for those items they wish to tender for.
- All items tendered for must include the delivery, licensing, registration, numberplate costs and all other associated costs in the tendered rate. No periodical costs mentioned will be accepted. Delivery of a trailer can be at any City of Cape Town facility within the City of Cape Town boundaries.
- 5.10 For SCHEDULE A items it is compulsory to include Handover Training for a maximum of four (4)members at a suitable City of Cape Town venue. The venue will be at any City of Cape Town facility within the City of Cape Town Boundaries.

| INITIALS OF CCT OFFICIALS | | | |
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SCHEDULE A - TRAILERS

| ITEM NO | DESCRIPTION | MAKE | MODEL | DELIVERY PERIOD | UOM | UNIT PRICE (Supply and Delivery ex VAT) |
|------------|---|------|-------|--------------------|------|--|
| 1 | 6ft Trailer with Integrated nosecone including handover training | | | | Each | |
| 2 | 7ft Trailer with integrated nosecone including handover training . | | | | Each | |
| 3 | 6 Berth Dog Trailer including handover training | | | | Each | |
| 4 | 8 Berth Dog Trailer including handover training | | | | Each | |
| 5 | Two Berth Horse Trailer including handover training | | | | Each | |
| 6 | Twin Jet Ski Trailer including handover training | | | | Each | |
| 7 | Single Jet Ski Trailer including handover training | | | | Each | |
| 8 | Motorcycle Trailer including handover training | | | | Each | |
| 9 | Quad Bike Trailer including handover training | | | | Each | |
| 10 | 500 litre Mobile Fuel Tanks Trailer including handover training | | | | Each | |
| 11 | 1000 litre Mobile Fuel Tanks Trailer including handover training | | | | Each | |
| 12 | 1500 litre Mobile Fuel Tanks Trailer including handover training | | | | Each | |

| ITEM NO | DESCRIPTION | MAKE | MODEL | DELIVERY PERIOD | UOM | UNIT PRICE (Supply and Delivery ex VAT) |
|------------|--|------|-------|--------------------|------|--|
| 13 | 2000 litre Mobile Fuel Tanks Trailer including handover training | | | | Each | |
| 14 | 500 litre Mobile Water Tank Trailer including handover training | | | | Each | |
| 15 | 1000 litre Mobile Water Tank Trailer including handover training | | | | Each | |
| 16 | Mesh Trailer Single Axle including handover training | | | | Each | |
| 17 | Mesh Trailer Double Axle including handover training | | | | Each | |
| 18 | Skid Trailer including handover training | | | | Each | |
| 19 | High Visibility Trailer including handover training | | | | Each | |
| 20 | Mobile Ventilation Trailer including handover training | | | | Each | |
| 21 | Large Kiosk Trailer including handover training | | | | Each | |
| 22 | Small Kiosk Trailer including handover training | | | | Each | |
| 23 | Ablution Trailer including handover training | | | | Each | |
| 24 | Heavy duty 3 axle low bed trailer for abnormal load with stand-up ramps at the rear including handover training. | | | | Each | |
| 25 | Heavy duty 3 axle low bed trailer with detachable swan neck for abnormal load including handover training. | | | | Each | |

C.5 SPECIFICATION(S)

SECTION A: GENERAL SPECIFICATION

1. GENERAL REQUIREMENTS

- 1.1. This tender is for the supply and delivery of trailers conforming to the technical specification below. All items needing to be National Road Traffic Act, No. 93 of 1996 (RTA) compliant, shall have their first registration with respect to the RTA in the name of the City of Cape Town such that their legal status is not "second hand".
- 1.2. The tenderer shall have access to fully equipped facility, refer to clause 36 of the SCC, in the boundaries of the City of Cape Town which have OEM support for the maintenance and repair of the trailer during the warranty period.
- 1.3 The tenderer shall guarantee the availability of a full range of spare parts (ex stock) in the boundaries of the City of Cape Town during trading hours. Tenderers shall state the availability of spare parts in the technical specification and their relevant parts stock value. Any limitation to these requirements shall be explained in a covering letter.
- 1.4. The tenderer shall provide such tools as required by the operator for day to day operation of such items as are tendered for.
- 1.6. Tenderers are required to fully complete the Table of Section B: Technical Specification for all items tendered for in the Price Schedule.
- 1.7. Tenderers are to provide Brochures and Technical Data Sheets with detailed technical information on their tendered product.
- 1.8 Should the Main Service Provider (highest ranked tenderer) no longer be able to provide the model offered on tender, due to it being discontinued or if a change is introduced which results in the goods no longer meeting the minimum tender specifications, then the 1st Alternative Service Provider (2nd highest raked tenderer) and so forth, pertaining to the utilisation of the 2nd Alternative Service Provider (3rd highest ranked tenderer), will be considered. If insufficient responsive bids are received, the CCT reserves the right not to appoint a tenderer at all.

2. REGISTRATION PLATES – (NUMBER PLATES)

- 2.1. The trailers shall be supplied and fitted with registration plates which shall be displayed in a manner which complies with the standard specification of the SABS for retro-reflective registration plates (SANS 1116 of 2016). The number plates shall be secured by 4 mm rivets or 4 mm one way screws in accordance with the National Road Traffic Act No 93 of 1996 as amended.
- 2.2. These plates shall be clearly visible under all circumstances even when the tailboard, where fitted, is lowered.
- 2.3. No selling dealer name or other wording/ branding shall be incorporated in the surround for the number plate.

3. THE OCCUPATIONAL HEALTH AND SAFETY ACT No. 85 OF 1993

3.1. Tenderers are to comply with the Occupational Health and Safety Act No. 85 OF 1993 and ensure that its needs are adequately catered for. Tenderers will be solely accountable and any failure to comply will impact on this award.

4. COMPULSORY SPECIFICATIONS

- 4.1. Notwithstanding anything to the contrary contained in these specifications, offers of all trailers, shall comply with the latest applicable SANS code for Compulsory Machine Standards requirements as well as the National Road Traffic Act No 93 of 1996 as amended.
- 4.2 Where the specification deviates, details of this must be clearly stated in the schedule of deviations.

5. ON ROAD FUELLING SYSTEM (Applicable to Item 10 to 13)

5.1. The City of Cape Town fleet is currently fitted with a GILBARCO on road fuelling system. The on road fuelling system allows for hour meter readings to be taken direct from the machine. If the machine offered by the tenderer cannot provide accurate hour meter readings, then the City of Cape Town will hold the tenderer liable for all costs to obtain accurate hour meter readings via alternative methods. The fitment of the on road fuelling system must in no way impact on the trailers Original Equipment Manufacturers warranties.

6. TRAINING

6.1. Handover Training in the proper operation of the trailer must be provided upon delivery of each trailer. A training manual/brochure is to be provided per delegate. Handover training shall accommodate a maximum of four delegates per trailer supplied to the City of Cape Town.

7. DELIVERY

7.1. Documentation On Delivery:

- 7.1.1. Operating, maintenance and spare parts manuals in professional PDF format in the English language as well as in a properly bound book must be provided by the tenderer.
- 7.1.2. Copies of the Service Chart and Warranty/Guarantee must also be provided.

8 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".

SECTION B: TECHNICAL SPECIFICATION

| ITEM NO. | DISCRIPTION | PAGE NO. |
|----------|--------------------------------------|----------|
| 1 | 6ft Trailer with integrated nosecone | 35 |
| 2 | 7ft Trailer with integrated nosecone | 37 |
| 3 | 6 Berth Dog Trailer | 39 |
| 4 | 8 Berth Dog Trailer | 41 |
| 5 | 2 Berth Horse Trailer | 43 |
| 6 | Twin Jet Ski Trailer | 45 |
| 7 | Single Jet Ski Trailer | 47 |
| 8 | Motorcycle Trailer | 49 |
| 9 | Quadbike Trailer | 51 |
| 10 | 500litre Mobile Fuel Tank Trailer | 54 |
| 11 | 1000litre Mobile Fuel Tank Trailer | 57 |
| 12 | 1500litre Mobile Fuel Tank Trailer | 60 |
| 13 | 2000litre Mobile Fuel Tank Trailer | 63 |
| 14 | 500litre Mobile Water Tank Trailer | 66 |
| 15 | 1000litre Mobile Water Tank Trailer | 68 |
| 16 | Mesh Trailer Single Axle | 70 |
| 17 | Mesh Trailer Double Axle | 73 |
| 18 | Skid Trailer | 76 |

| ITEM NO. | DISCRIPTION | PAGE NO. |
|----------|---|----------|
| 19 | High Visibility Trailer | 79 |
| 20 | Mobile Ventilation Trailer | 84 |
| 21 | Large Kiosk Trailer | 88 |
| 22 | Small Kiosk Trailer | 91 |
| 23 | Ablution Trailer | 94 |
| 24 | Heavy Duty 3 Axle low bed trailer with rigid swan neck for abnormal load with stand up ramps at the rear. | 97 |
| 25 | Heavy Duty 3 Axle low bed trailer with detachable swan neck for abnormal load. | 101 |

| Item 01: 6ft Trailer with integrated nose cone. | | | | |
|---|---|---|--|--|
| Sub item No. | Technical Specifications | | | |
| 1.1 | The bidder is to supply and deliver 6ft Trailer with integrated nose cone, the primary function is to transport goods. | | | |
| 1.2 | The bidder shall provide such tools/accessor day operation of this equipment in the field. | ories as required by the operator for day-to- | | |
| 1.3 | All items shall have their first registration w (Act 93 of 1996) (as Amended) in the name of status is not "second hand". | | | |
| 1.4 | Minimum Proposed Overall Trailer Dimensions with integrated Nose Cone (±5%) | Length: 2730mm Width: 1380mm Height: 1050mm | | |
| 1.5 | Body Volume | Minimum: 900 litres Maximum: 1100 litres | | |
| 1.6 | Ground Clearance | Minimum:250mm Maximum: 350mm | | |
| 1.7 | Trailer Material | Galvanised Mild Steel and coated with white corrosion protected. | | |
| 1.8 | Trailer Lid | Securely reinforced mounted lid complete with handle and lockable toggle catch. | | |
| 1.9 | Shocks for Trailer Lid | Gas Lift to allow the Lid to be completely open. | | |
| 1.10 | Axles | Single Full beam axle without brakes with a minimum load capacity of 500kg. Axle shall be securely mounted with U-Bolts and 4 Hole Plate | | |
| 1.11 | Trailer suspension | Suitably sizes Leaf Springs | | |
| 1.12 | Mud guard | Galvanised single wheel mud guard. | | |

| 1.13 | Jockey wheel | Single wheel to be fitted, minimum diameter of 48mm, minimum weight 150kg | |
|------|--|---|--|
| 1.14 | Tow hitch/coupler | 750kg unbrake coupler, minimum 50mm head | |
| 1.15 | Maximum GVM | 750kg | |
| 1.16 | Minimum Payload | 300kg | |
| 1.17 | Towing Plug | 7 pin N-type towing plug must be fitted | |
| 1.18 | Wheels | 13-inch-deep dish trailer galvanised wheels | |
| 1.19 | Minimum Tires | Minimum 155 x 80 R13 | |
| 1.20 | Spare wheel Minimum Sizes | Full size Lockable spare wheel | |
| 1.21 | Colour | White without any decals | |
| 1.22 | Brake and Indicator Lights size | 180x95x55mm | |
| 1.23 | Reflectors | Red Triangle 150 | |
| 1.24 | Reflector Tape | Reflector tape shall be mounted all round in accordance with the relevant SANS regulations. | |
| 1.25 | Tie Down | Minimum of four Tie Down Ring Holders | |
| 1.26 | Full specification & technical drawings to be submitted with offer | | |
| 1.27 | Minimum 12 months warranty to cover the entire trailer supplied | | |

| Item 02 - 7ft Trailer with an integrated nose cone. | | | |
|---|--|--|------------------|
| Sub item No. | Т | echnical Specifications | Comply Yes/No |
| 2.1 | The bidder is to supply and deliv function is to transport goods. | ver 7ft Trailer with an integrated nose cone, the primary | |
| 2.2 | The bidder shall provide such too operation of this equipment in the | ls/accessories as required by the operator for day-to-day field. | |
| 2.3 | | stration with respect to the National Road Traffic Act (Act name of the City of Cape Town such that their legal status | |
| 2.4 | Minimum Proposed Overall Trailer Dimensions (±5%) | Length: 3190mm Width: 1550mm Height: 1085mm | |
| 2.5 | Body Volume | Minimum: 1300 litres Maximum: 1500 litres | |
| 2.6 | Ground Clearance | Minimum: 250mm Maximum: 350mm | |
| 2.7 | Trailer Material | Hot Dipped Galvanised Mild Steel and coated with white corrosion protected. | |
| 2.8 | Trailer Lid | Securely reinforced mounted lid complete with handle and lockable toggle catch. | |
| 2.9 | Shocks for Trailer Lid | Gas Lift to allow the Lid to be completely open. | |
| 2.10 | Axles | Single Full beam axle without brakes with a minimum load capacity of 500kg. Axle shall be securely mounted with U-Bolts and 4 Hole Plate | |
| 2.11 | Trailer suspension | Suitably sized Leaf Springs/rubber ride to accommodate the expected Payload. | |
| 2.12 | Mud guard | Galvanised single wheel mud guard. | |

| 2.13 | Jockey wheel | Single wheel to be fitted, minimum diameter of 48mm, minimum weight 150kg | |
|------|--|---|--|
| 2.14 | Tow hitch/coupler | 750kg unbrake coupler, minimum 50mm head | |
| 2.15 | Maximum GVM | 750kg | |
| 2.16 | Minimum Payload | 350kg | |
| 2.17 | Towing Plug | 7 pin N-type towing plug must be fitted | |
| 2.18 | Wheels | 13-inch-deep dish trailer galvanised wheels | |
| 2.19 | Minimum Tires | Minimum 155 x 80 R13 | |
| 2.20 | Spare wheel Minimum Sizes | Full size Lockable spare wheel, | |
| 2.21 | Colour | White without any decals | |
| 2.22 | Brake and Indicator Lights size | 180x95x55mm | |
| 2.23 | Reflectors | Red Triangle 150 | |
| 2.24 | Reflector Tape | Reflector tape shall be mounted all round in accordance with the relevant SANS regulations. | |
| 2.25 | Tie Down | Minimum of four Tie Down Ring Holders | |
| 2.26 | Full specification & technical drawings to be submitted with offer | | |
| 1.27 | 7 Minimum 12 months warranty to cover the entire trailer supplied | | |

| Item 03 – 6 Berth Dog Trailer | | | |
|-------------------------------|--|---|------------------|
| Sub item No. | Т | echnical Specifications | Comply Yes/No |
| 3.1 | The bidder is to supply and delive securely transport 6 dogs. | r 6 Berth Dog Trailer, the primary function is to safely and | |
| 3.2 | The bidder shall provide such too operation of this equipment in the | ls/accessories as required by the operator for day-to-day field. | |
| 3.3 | | stration with respect to the National Road Traffic Act (Act name of the City of Cape Town such that their legal status | |
| 3.4 | Proposed Overall Trailer Dimensions | Length: 3490mm Width: 1645mm Height: 1510mm | |
| 3.5 | Quantity | The trailer shall accommodate 6 dogs large dogs. | |
| 3.6 | Ground Clearance | Minimum:250mm Maximum: 350mm | |
| 3.7 | Trailer Material | Galvanised Mild Steel and coated with white corrosion protected. Trailer shall have no decals or brandings | |
| 3.8 | Trailer Doors | The trailer shall have 6 ventilated doors fitted with anti- luce short (Bolt on Type) The dog compartments shall be partitioned with Galvanised Mild Steel and coated with white corrosion protected. | |
| 3.9 | Axles | Single Full beam axle without brakes with a minimum load capacity of 500kg. Axle shall be securely mounted with U-Bolts and 4 Hole Plate | |
| 3.10 | Trailer suspension | Suitably sized Leaf Springs/rubber ride to accommodate the expected Payload. | |
| 3.11 | Mud guard | Galvanised single wheel mud guard. | |

| 3.12 | Jockey wheel | Single wheel to be fitted, minimum diameter of 48mm, minimum weight 150kg | |
|------|--|---|--|
| 3.13 | Tow hitch/coupler | 750kg unbrake coupler, 50mm ball | |
| 3.14 | Towing Plug | 7 pin N-type metal towing plug must be fitted | |
| 3.15 | Wheels | Minimum 13-inch-deep dish trailer galvanised wheels | |
| 3.16 | Minimum Tires | Minimum 165 x 80 R13 | |
| 3.17 | Spare wheel Minimum Sizes | Full size Lockable spare wheel in front of the trailer. | |
| 3.18 | Brake and Indicator Lights size | 180x95x55mm | |
| 3.19 | Reflectors | Red Triangle 150 | |
| 3.20 | Reflector Tape | Reflector tape shall be mounted all round in accordance with the relevant SANS regulations. | |
| 3.21 | Tie Down | Minimum of four Tie Down Ring Holders | |
| 3.22 | GVM: | Maximum 750kg | |
| 3.23 | Payload | Minimum 300kg | |
| 3.24 | Full specification & technical drawings to be submitted with offer | | |
| 3.25 | Minimum 12 months warranty to cover the entire trailer supplied | | |

See Pic below for illustration purposes only.



| Item 04 – 8 Berth Dog Trailer | | | |
|-------------------------------|--|---|------------------|
| Sub item No. | | Technical Specifications | Comply Yes/No |
| 4.1 | The bidder is to supply and de securely transport 8 dogs. | eliver 8 Berth Dog Trailer, the primary function is to safely and | |
| 4.2 | The bidder shall provide such operation of this equipment in | tools/accessories as required by the operator for day-to-day the field. | |
| 4.3 | | registration with respect to the National Road Traffic Act (Act he name of the City of Cape Town such that their legal status | |
| 4.4 | Proposed Overall Trailer Dimensions | Length: 4180mm Width: 1645mm Height: 1530mm | |
| 4.5 | Quantity | The trailer shall accommodate 8 dogs. | |
| 4.6 | Ground Clearance | Minimum:250mm Maximum: 350mm | |
| 4.7 | Trailer Material | Galvanised Mild Steel and coated with white corrosion protected. Trailer shall have no decals or brandings of the tenderer company. | |
| 4.8 | Trailer Doors | The trailer shall have 8 ventilated doors fitted with anti luce short (Bolt on Type) The dog compartments shall be partitioned with Galvanised Mild Steel and coated with white corrosion protected. | |
| 4.9 | Axles | 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 | |
| 4.10 | Trailer suspension | Suitably sized Leaf Springs/rubber ride to accommodate the expected Payload. | |
| 4.11 | Mud guard | Galvanised single wheel mud guard. | |

| 4.12 | Jockey wheel | Single wheel to be fitted, minimum diameter of 48mm, minimum weight 150kg | |
|------|--|---|--|
| 4.13 | Tow hitch/coupler | Minimum 1300kg with brakes coupler, 50mm ball | |
| 4.14 | Towing Plug | 7 pin N-type metal towing plug must be fitted | |
| 4.15 | Wheels | Minimum 14-inch-deep dish trailer galvanised wheels | |
| 4.16 | Minimum Tires | Minimum 195 x 80 R14 | |
| 4.17 | Spare wheel Minimum Sizes | Full size Lockable spare wheel in front of the trailer. | |
| 4.18 | Brake and Indicator Lights size | 180x95x55mm | |
| 4.19 | Reflectors | Red Triangle 150 | |
| 4.20 | Reflector Tape | Reflector tape shall be mounted all round in accordance with the relevant SANS regulations. | |
| 4.21 | Tie Down | Minimum of four Tie Down Ring Holders | |
| 4.22 | GVM: | Maximum 750kg | |
| 4.23 | Payload | Minimum 400kg | |
| 4.24 | Full specification & technical drawings to be submitted with offer | | |
| 4.25 | Minimum 12 months warranty to cover the entire trailer supplied | | |

See Pic below for illustration purposes only.



| | Item 05 – Two Berth Horse Trailer | | | |
|--------------------|--|---|------------------|--|
| Sub item No. | | Technical Specifications | Comply Yes/No | |
| 5.1 | The bidder is to supply and deli and securely transport a maxin | over Two Berth Horse Trailer, the primary function is to safely num of two horses. | | |
| 5.2 | The bidder shall provide such to operation of this equipment in the second state of th | tools/accessories as required by the operator for day-to-day he field. | | |
| 5.3 | | egistration with respect to the National Road Traffic Act (Act e name of the City of Cape Town such that their legal status | | |
| 5.4 | Proposed Overall Trailer Dimensions | Length: 4695mm Width: 2250mm Height: 2730mm | | |
| 5.5 | Ground Clearance | Minimum: 250mm Maximum: 350mm | | |
| 5.6 | Trailer Body Material | Galvanised Mild Steel and coated with white corrosion protected paint. Trailer shall be complete with windows, air vents, and safety mesh on windows. The trailer shall have partitioning between the two horses. The partitioning shall be manufactured of robust perforated steel or durable mesh. The trailer shall have two pedestrian doors at the front of the trailer on each side of the trailer. The back door shall open to one side of the trailer and should swing open greater than 180degree. The door shall extend below the height of the ramp (in a closing position). The doors, ramps and windows shall be able to be securely lockable when the trailer is being transported on a high way. | | |
| 5.7 | Chassis | The chassis, A-Frame, cross-members and floor shall be robust and to accommodate the maximum payload of the trailer. The ramp and hinges shall be of a robust design free of any sharp points and edges. The ramp and floor or the trailer shall have thick rubber mats. | | |

| 5.8 | Axles | Double Full beam axle with brakes with a load capacity suitable for the trailers GVM. | |
|------|--|---|--|
| 5.9 | Trailer suspension | Suitably sized Leaf Springs/rubber ride to accommodate the expected Payload. Maximum floor height: 500 – 600mm | |
| 5.10 | Mud guard | Galvanised Double wheel mud guard. | |
| 5.11 | Jockey wheel | Double wheel to be fitted Minimum diameter of 60mm Minimum weight 300kg | |
| 5.12 | Tow hitch/coupler | Minimum 1300kg with brakes coupler, 50mm ball | |
| 5.13 | Towing Plug | 7 pin N-type metal towing plug must be fitted | |
| 5.14 | Wheels | Minimum 14-inch-deep dish trailer galvanised wheels | |
| 5.15 | Minimum Tires | Minimum 195 x 80 R14 | |
| 5.16 | Spare wheel Minimum Sizes | Full size Lockable spare wheel in front of the trailer. | |
| 5.17 | Brake and Indicator Lights size | 180x95x55mm | |
| 5.18 | Reflectors | Red Triangle 150 | |
| 5.19 | Reflector Tape | Reflector tape shall be mounted all round in accordance with the relevant SANS regulations. | |
| 5.20 | GVM: | Maximum 3500kg | |
| 5.21 | Payload | Minimum 1800kg | |
| 5.22 | Full specification & technical drawings to be submitted with offer | | |
| 5.23 | Minimum 12 months warranty to cover the entire trailer supplied | | |

| Item 06 – Twin Jet Ski Trailer | | | |
|--------------------------------|--|---|------------------|
| Sub item No. | Technical S | pecifications | Comply Yes/No |
| 6.1 | The bidder is to supply and deliver Twin Jet a maximum of two jet ski. | Ski Trailer, the primary function is to transport | |
| 6.2 | The bidder shall provide such tools/accessor operation of this equipment in the field. | ries as required by the operator for day-to-day | |
| 6.3 | | n respect to the National Road Traffic Act (Act City of Cape Town such that their legal status | |
| 6.4 | Proposed Overall Trailer Dimensions | Length: 6000mm Width: 2500mm | |
| 6.5 | Quantity | The trailer shall accommodate two medium and large jets skis | |
| 6.6 | Ground Clearance | Minimum:250mm Maximum: 350mm | |
| 6.7 | Trailer Material | Galvanised Mild Steel and coated with white corrosion protected. | |
| 6.8 | Chassis | Minimum 100x50x4mm mild steel rectangular tubing. Deck of trailer shall be cover with mentis grating. | |
| 6.9 | Axles | 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 | |
| 6.10 | Trailer suspension | Suitably sized Leaf Springs to accommodate the expected Payload. | |
| 6.11 | Mud guard | Galvanised single wheel mud guard. | |
| 6.12 | Jockey wheel | Single wheel to be fitted, minimum diameter of 48mm, minimum weight 150kg | |

| 6.13 | Tow hitch/coupler | Minimum 1300kg with brakes coupler, 50mm ball |
|------|--|---|
| 6.14 | Towing Plug | 7 pin N-type metal towing plug must be fitted |
| 6.15 | Wheels | Minimum 13-inch-deep dish trailer galvanised wheels |
| 6.16 | Minimum Tires | Minimum 155 x 80 R13 |
| 6.17 | Spare wheel Minimum Sizes | Full size Lockable spare wheel in front of the trailer. |
| 6.18 | Brake and Indicator Lights size | 180x95x55mm |
| 6.19 | Reflectors | Red Triangle 150 |
| 6.20 | Reflector Tape | Reflector tape shall be mounted all round in accordance with the relevant SANS regulations. |
| 6.21 | Tie Down | Minimum of four Tie Down Ring Holders per jet ski |
| 6.22 | Rollers | Heavy duty adjustable rollers to accommodate various hull design and allow for easy launch and retrieve of Jet Skis |
| 6.23 | Winch | Heavy duty stainless steel hand gear winch with a 10m stainless steel wire for a minimum load capacity of 1000kg, per Jet Ski |
| 6.24 | GVM: | Maximum 1600kg |
| 6.25 | Payload | Minimum 1200kg |
| 6.26 | Full specification & technical drawings to be submitted with offer | |
| 6.27 | Minimum 12 months warranty to cover the entire trailer supplied | |

| Item 07 – Single Jet Ski Trailer | | | |
|----------------------------------|--|--|------------------|
| Sub item No. | | Technical Specifications | Comply Yes/No |
| 7.1 | The bidder is to supply and maximum of two jet ski. | I deliver Single Jet Ski Trailer, the primary function is to transport a | |
| 7.2 | The bidder shall provide soperation of this equipmen | such tools/accessories as required by the operator for day-to-day t in the field. | |
| 7.3 | | est registration with respect to the National Road Traffic Act (Act 93 the name of the City of Cape Town such that their legal status is not | |
| 7.4 | Proposed Overall Trailer Dimensions | Length: 6000mm Width: 2500mm | |
| 7.5 | Quantity | The trailer shall accommodate both medium/large jets skis | |
| 7.6 | Ground Clearance | Minimum: 250mm Maximum: 350mm | |
| 7.7 | Trailer Material | Galvanised Mild Steel and coated with white corrosion protected. | |
| 7.8 | Chassis | Minimum 100x50x4mm mild steel rectangular tubing. Deck of trailer shall be covered with diamond mesh, dimensions:. | |
| 7.9 | Axles | 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 | |
| 7.10 | Trailer suspension | Suitably sized Leaf Springs to accommodate the maximum GVM. | |
| 7.11 | Mud guard | Galvanised single wheel mud guard. | |
| 7.12 | Jockey wheel | Single wheel to be fitted Minimum diameter of 48mm, Minimum weight 150kg | |

| 7.13 | Tow hitch/coupler | Minimum 1300kg with brakes coupler, 50mm ball | |
|------|--|---|--|
| 7.14 | Towing Plug | 7 pin N-type metal towing plug must be fitted | |
| 7.15 | Wheels | Minimum 13-inch-deep dish trailer galvanised wheels | |
| 7.16 | Minimum Tires | Minimum 155 x 80 R13 | |
| 7.17 | Spare wheel Minimum Sizes | Full size Lockable spare wheel in front of the trailer. | |
| 7.18 | Brake and Indicator Lights size | 180x95x55mm | |
| 7.19 | Reflectors | Red Triangle 150 | |
| 7.20 | Reflector Tape | Reflector tape shall be mounted all round in accordance with the relevant SANS regulations. | |
| 7.21 | Tie Down | Minimum of four Tie Down Ring Holders per jet ski | |
| 7.22 | Rollers | Heavy duty adjustable rollers to accommodate various hull design and allow for easy launch and retrieve of Jet Skis | |
| 7.23 | Winch | Heavy duty stainless steel hand gear winch with a 10m stainless steel wire for a minimum load capacity of 1000kg. | |
| 7.24 | GVM: | Maximum 1000kg | |
| 7.25 | Payload | Minimum 600kg | |
| 7.26 | Full specification & technical drawings to be submitted with offer | | |
| 7.27 | Minimum 12 months warranty to cover the entire trailer supplied | | |

| Item 08:Motorcycle Trailer | | | |
|----------------------------|--|---|--|
| Sub Item No. | Technical Specifications | | |
| 8.1 | The bidder is to supply a a maximum of two motor | nd deliver Motorcycle Trailer, the primary function is to transport cycles. | |
| 8.2 | The bidder shall provide day operation of this equ | such tools/accessories as required by the operator for day-to- ipment in the field. | |
| 8.3 | | r first registration with respect to the National Road Traffic Act anded) in the name of the City of Cape Town such that their legal and". | |
| 8.4 | Proposed overall trailer dimensions | Length: 3200mm Width: 1900 mm | |
| 8.5 | Motorcycle Quantity | Trailer shall accommodate two motorcycles side by side. The trailer shall have three channels on the deck to allow for the transportation of a single motor cycle when reuired. | |
| 8.6 | Trailer frame material | Galvanised Mild Steel trailer frame which shall be suitable for the maximum GVM of the trailer. | |
| 8.7 | Floor Plate | A minimum size floor Mesh (Diamond Mesh) shall be used: • Shortway of Mesh = 25mm • Longway of Mesh = 60mm • Width of strand = 3mm • Thickness of Strand = 3mm. Tenderer to ensure that there is sufficient support bracing to prevent the floor mesh from warping. The tenderer to take into consideration the payload of the trailer. | |
| 8.8 | Coupling Type | Braked Eye Coupler Hitch with Shock (Damper) and Brake Lever | |
| 8.9 | Axles | Single Axle - 750kg capacity with overrun brakes on the axle | |
| 8.10 | Trailer suspension | Suitably sized leaf spring to accommodate the GVM of the trailer. | |
| 8.11 | Mud guard | Heavy duty and take the weight of 100kg | |

| 8.12 | Jockey wheel | Single wheel to be fitted, Minimum diameter of 60mm, Double sided bearings and Minimum loading of 300kg | |
|------|----------------------------|--|--|
| 8.13 | Tow hitch/coupler | 2 ton braking coupler (Drop bolt eye coupling) | |
| 8.14 | Prop Stands | 48 mm Adjustable on the rear corners | |
| 8.15 | Sides | Three solid sides with a height of 200mm | |
| 8.16 | Sides Material | Hot Dipped Galvanised Mild Steel with a rib profile | |
| 8.17 | Wheels | 13-inch-deep dish trailer wheels | |
| 8.18 | Tires | 155 x 80 R13 | |
| 8.19 | Spare wheel | Full size spare wheel – lockable | |
| 8.20 | Reflectors | Red Triangle 150 | |
| 8.21 | Reflector Tape | Reflector tape shall be mounted all round in accordance with the relevant SANS regulations. | |
| 8.22 | Ramps | The length of the ramp U-channel shall be sufficient to clear the break over angle of the motorbike. The ramp shall handle a minimum weight of 350kg. | |
| 8.23 | Toolbox | 50 litre Toolbox for storage mounted in front of the trailer. | |
| 8.24 | Maximum GVM | 1 000 kg | |
| 8.25 | Minimum Payload | 600 kg | |
| 8.26 | Full specification & techr | nical drawings to be submitted with offer | |
| 8.27 | Minimum 12 months war | ranty to cover the entire trailer supplied | |

| Item 09 - Quad Bike Trailer | | | |
|-----------------------------|--|---|------------------|
| Sub Item No. | | Technical Specifications | Comply Yes/No |
| 9.1 | The bidder is to supply and c two quadbikes | deliver Quad Bike Trailer, the primary function is to transport | |
| 9.2 | The bidder shall provide such operation of this equipment in | tools/accessories as required by the operator for day-to-day the field. | |
| 9.3 | | registration with respect to the National Road Traffic Act (Act the name of the City of Cape Town such that their legal status | |
| 9.4 | Proposed overall trailer dimensions | Length: 4500mm, Width: 1900 mm | |
| 9.5 | Quadbike Quantity | Trailer shall accommodate two Quadbikes. Quadbike length of approximately 2100mm | |
| 9.6 | Trailer frame material | Galvanised Mild Steel trailer frame which shall be suitable for the maximum GVM of the trailer. | |
| 9.7 | Floor Mesh | A minimum size floor Mesh (Diamond Mesh) shall be used: • Shortway of Mesh = 25mm • Longway of Mesh = 60mm • Width of strand = 3mm • Thickness of Strand = 3mm. Tenderer to ensure that there is sufficient support bracing to prevent the floor mesh from warping. The tenderer to take into consideration the payload of the trailer. | |
| 9.8 | Coupling Type | Braked Eye Coupler Hitch with Shock (Damper) and Brake Lever | |
| 9.9 | Axles | Double Axle - 750kg capacity with overrun brakes on the axle | |
| 9.10 | Trailer suspension | Suitably sized leaf spring to accommodate the maximum GVM of the trailer. | |
| 9.11 | Mud guard | Heavy duty and take the weight of a | |

| 9.12 | Jockey wheel | Single wheel to be fitted, Minimum diameter of 60mm, Double sided bearings Minimum loading of 300kg |
|------|-------------------|--|
| 9.13 | Tow hitch/coupler | 2 ton braking coupler (Drop bolt eye coupling/50mm ball coupler) To be specified on the purchase order. |
| 9.14 | Prop Stands | 48 mm Adjustable prop stands on the rear corners |
| 9.15 | Sides | Three solid sides with a height of 200mm(right, left and front of the trailer) The rear shall be a tailgate. |
| 9.16 | Sides Material | Galvanised Mild Steel with a rib profile |
| 9.17 | Wheels | 13-inch-deep dish trailer wheels |
| 9.18 | Tires | 155 x 80 R13 |
| 9.19 | Spare wheel | Full size spare wheel – lockable |
| 9.20 | Reflectors | Red Triangle 150 |
| 9.21 | Reflector Tape | Reflector tape shall be mounted all round in accordance with the relevant SANS regulations. |
| 9.22 | Ramps | The length of the ramp shall be sufficient to clear the break over angle of the quadbike. Two ramps shall be supplied with a width of 300mm. The rear shall allow for the ramps to be easily fitted and removed. The ramps shall be stored and safely secured to the trailer to prevent any movement easily during transit. The ramps shall be suitable for a minimum weight of 500kg. |
| 9.23 | Tie Downs | 12 equally spaced tie down hooks. |
| 9.24 | Toolbox | 50 litre Storage Toolbox mounted in front of the trailer. |
| 9.25 | Maximum GVM | 1 500kg |

| 9.26 | Minimum Payload | 1 000kg | |
|------|--------------------------------|--------------------------------------|--|
| 9.27 | Full specification & technical | drawings to be submitted with offer | |
| 9.28 | Minimum 12 months warranty | to cover the entire trailer supplied | |

| | Item 10 - 500 litre Mobile Fuel Tanks Trailer | |
|--------------------|---|------------------|
| Sub Item No. | Technical Specifications | Comply Yes/No |
| 10.1 | The bidder is to supply and deliver 500 litre Mobile Fuel Tanks on a Trailer; the primary function of the tank is to store diesel and/or petrol and the dispensation of onsite refuelling. | |
| 10.2 | The bidder shall provide such tools/accessories as required by the operator for day-to-day operation of this equipment in the field. | |
| 10.3 | The bidder shall provide a safety package consisting of spill kit, etc. | |
| 10.4 | A sturdy box containing a proprietary spill kit complete with spill socks of adequate capacity catering for minor spills (a minimum of 3) must be supplied. The kit must be mounted in an easily accessible position on the trailer's chassis. The spill box must be hinged to allow easy removal and storage of spill kit waste product. | |
| 10.5 | 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". | |
| 10.6 | The items must comply to the National Road Traffic Act (Act 93 of 1996) (as Amended) with regards to the transportation of dangerous goods and SANS 1518. | |
| 10.7 | The Mobile Fuel Tank must be double – walled and of the latest design and adequately robust. | |
| 10.8 | The tank must be manufactured and offered from either a minimum of 3CR12 stainless steel. | |
| 10.9 | The tank must have the following capacity: 500 Liters: | |
| 10.10 | 100% self bunded to contain leakage | |
| 10.11 | Grounding mechanism to avoid static shock. | |
| 10.12 | Emergency stop system. | |
| 10.13 | Tanks to be pressure tested prior to commissioning, and a certified certificate issued. | |
| 10.14 | The tank shall be lockable when not in use. | |
| 10.15 | The tank shall be fitted with overfill protection and anti-siphon valves. | |

| 10.16 | The tank shall be environmentally friendly, given the self- containment. | |
|-------|---|--|
| 10.17 | The tank shall be self-contained with 12V, 40 l/min fuel pump, dispensing unit, complete with digital flowmeter. | |
| | All fittings and pipework shall be included for the application. A 5 meter fuel graded rubber discharge hose shall be included. | |
| 10.18 | The Item for service and calibration on the tank and pump will be utilized as and when required. | |
| 10.19 | The tank's mounting shall be so designed to eliminate any vehicle chassis flex being transmitted to the tank. Preferably rubber block type to allow for movement when negotiating rough terrains. | |
| 10.20 | Proposed Trailer Dimensions(L x W): The trailer dimensions shall be determined by volume of the Fuel Tank. | |
| 10.21 | Chassis,A-Frame, suspension, wheels, brakes, jockey wheel shall accommodate the maximum GVM of the trailer. | |
| 10.21 | The Chassis and A-Frame shall be constructed of galvanised mild steel with a minimum channel size 76 X 38mm. | |
| 10.22 | Wheels - 13-inch-deep dish trailer wheels, 155 x 80 R13. Spare wheel shall be securely mounted on the trailer. Tyres shall be manufactured in South Africa | |
| 10.23 | A standard 7 Pin Connector shall be installed. | |
| 10.24 | 1 000kg braking coupler (Drop bolt eye coupling/50mm ball coupler) To be specified on the purchase order. | |
| 10.25 | Maximum GVM: 1 000kg | |
| 10.26 | Tank shall have a level indicator that shows the litre capacity available in the tank. | |
| 10.27 | A low level cut out device that disengages the pump when the fuel in the tank reaches 20 litres and automatically resets itself when the tank is filled. | |
| 10.28 | All functions must be clearly marked. | |
| 10.29 | Yellow tape all round with reflectors/triangles and all Hazchem stickers/signs must be included. | |

| 10.30 | Full specification & technical drawings to be submitted with offer | |
|-------|--|--|
| 10.31 | Minimum 12 months warranty to cover the entire trailer supplied | |

| Item 11 - 1000 litre Mobile Fuel Tanks Trailer | | |
|--|---|------------------|
| Sub Item No. | Technical Specifications | Comply Yes/No |
| 11.1 | The bidder is to supply and deliver 1000 litre Mobile Fuel Tanks on a Trailer; the primary function of the tank is to store diesel and/or petrol and the dispensation of onsite refuelling. | |
| 11.2 | The bidder shall provide such tools/accessories as required by the operator for day-to-day operation of this equipment in the field. | |
| 11.3 | The bidder shall provide a safety package consisting of spill kit, etc. | |
| 11.4 | A sturdy box containing a proprietary spill kit complete with spill socks of adequate capacity catering for minor spills (a minimum of 3) must be supplied. The kit must be mounted in an easily accessible position on the trailer's chassis. The spill box must be hinged to allow easy removal and storage of spill kit waste product. | |
| 11.5 | 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". | |
| 11.6 | The items must comply to the National Road Traffic Act (Act 93 of 1996) (as Amended) with regards to the transportation of dangerous goods and SANS 1518. | |
| 11.7 | The Mobile Fuel Tank must be double – walled and of the latest design and adequately robust. | |
| 11.8 | The tank must be manufactured and offered from either a minimum of 3CR12 stainless steel. | |
| 11.9 | The tank must have the following capacity: 1000 Litres: | |
| 11.10 | 100% self bunded to contain leakage | |
| 11.11 | Grounding mechanism to avoid static shock. | |
| 11.12 | Emergency stop system. | |
| 11.13 | Tanks to be pressure tested prior to commissioning, and a certified certificate issued. | |
| 11.14 | The tank shall be lockable when not in use. | |

| 11.15 The tank shall be fitted with overfill protection and anti-siphon valves. 11.16 The tank shall be environmentally friendly, given the self- containment. 11.17 The tank shall be self-contained with 12V, 40 l/min fuel pump, dispensing unit, complete with digital flowmeter. All fittings and pipework shall be included for the application. A 5 meter fuel graded rubber discharge hose shall be included. 11.18 The Item for service and calibration on the tank and pump will be utilized as and when required. 11.19 The tank's mounting shall be so designed to eliminate any vehicle chassis flex being transmitted to the tank. Preferably rubber block type to allow for movement when negotiating rough terrains. 11.20 Proposed Trailer Dimensions(L x W): The trailer dimensions shall be determined by volume of the Fuel Tank. 11.21 The Chassis A-Frame, suspension, wheels, brakes, jockey wheel shall accommodate the maximum GVM of the trailer. 11.22 The Chassis and A-Frame shall be constructed of galvanised mild steel with a minimum channel size 76 X 38mm. 11.22 Wheels - 13-inch-deep dish trailer wheels, 155 x 80 R13. Spare wheel shall be securely mounted on the trailer. Tyres shall be manufactured in South Africa 11.23 A standard 7 Pin Connector shall be installed. 11.24 2 000kg braking coupler (Drop bolt eye coupling/50mm ball coupler) 11 to be specified on the purchase order. 11.25 Maximum GVM: 1600 kg 11.26 Tank shall have a level indicator that shows the litre capacity available in the tank. 11.27 A low level cut out device that disengages the pump when the fuel in the tank reaches 20 litres and automatically resets itself when the tank is filled. 11.28 All functions must be clearly marked. 11.29 Yellow tape all round with reflectors/triangles and all Hazchem stickers/signs must be included. | | | |
|--|-------|---|--|
| The tank shall be self-contained with 12V, 40 l/min fuel pump,dispensing unit, complete with digital flowmeter. All fittings and pipework shall be included for the application. A 5 meter fuel graded rubber discharge hose shall be included. 11.18 The Item for service and calibration on the tank and pump will be utilized as and when required. 11.19 The tank's mounting shall be so designed to eliminate any vehicle chassis flex being transmitted to the tank. Preferably rubber block type to allow for movement when negotiating rough terrains. 11.20 Proposed Trailer Dimensions(L x W): The trailer dimensions shall be determined by volume of the Fuel Tank. Chassis, A-Frame, suspension, wheels, brakes, jockey wheel shall accommodate the maximum GVM of the trailer. The Chassis and A-Frame shall be constructed of galvanised mild steel with a minimum channel size 76 X 38mm. 11.22 Wheels - 13-inch-deep dish trailer wheels, 155 x 80 R13. Spare wheel shall be securely mounted on the trailer. Tyres shall be manufactured in South Africa 11.23 A standard 7 Pin Connector shall be installed. 11.24 2 000kg braking coupler (Drop bolt eye coupling/50mm ball coupler) To be specified on the purchase order. 11.25 Maximum GVM: 1600 kg 11.26 Tank shall have a level indicator that shows the litre capacity available in the tank. 11.27 A low level cut out device that disengages the pump when the fuel in the tank reaches 20 litres and automatically resets itself when the tank is filled. 11.28 All functions must be clearly marked. | 11.15 | The tank shall be fitted with overfill protection and anti-siphon valves. | |
| with digital flowmeter. All fittings and pipework shall be included for the application. A 5 meter fuel graded rubber discharge hose shall be included. 11.18 The Item for service and calibration on the tank and pump will be utilized as and when required. 11.19 The tank's mounting shall be so designed to eliminate any vehicle chassis flex being transmitted to the tank. Preferably rubber block type to allow for movement when negotiating rough terrains. 11.20 Proposed Trailer Dimensions(L x W): The trailer dimensions shall be determined by volume of the Fuel Tank. 11.21 Chassis, A-Frame, suspension, wheels, brakes, jockey wheel shall accommodate the maximum GVM of the trailer. The Chassis and A-Frame shall be constructed of galvanised mild steel with a minimum channel size 76 x 38mm. 11.22 Wheels - 13-inch-deep dish trailer wheels, 155 x 80 R13. Spare wheel shall be securely mounted on the trailer. Tyres shall be manufactured in South Africa 11.23 A standard 7 Pin Connector shall be installed. 11.24 2 000kg braking coupler (Drop bolt eye coupling/50mm ball coupler) To be specified on the purchase order. 11.25 Maximum GVM: 1600 kg 11.26 Tank shall have a level indicator that shows the litre capacity available in the tank. 11.27 A low level cut out device that disengages the pump when the fuel in the tank reaches 20 litres and automatically resets itself when the tank is filled. 11.28 All functions must be clearly marked. | 11.16 | The tank shall be environmentally friendly, given the self- containment. | |
| The Item for service and calibration on the tank and pump will be utilized as and when required. 11.19 The tank's mounting shall be so designed to eliminate any vehicle chassis flex being transmitted to the tank. Preferably rubber block type to allow for movement when negotiating rough terrains. 11.20 Proposed Trailer Dimensions(L x W): The trailer dimensions shall be determined by volume of the Fuel Tank. Chassis.A-Frame, suspension, wheels, brakes, jockey wheel shall accommodate the maximum GVM of the trailer. The Chassis and A-Frame shall be constructed of galvanised mild steel with a minimum channel size 76 X 38mm. 11.22 Wheels - 13-inch-deep dish trailer wheels, 155 x 80 R13. Spare wheel shall be securely mounted on the trailer. Tyres shall be manufactured in South Africa 11.23 A standard 7 Pin Connector shall be installed. 11.24 2 000kg braking coupler (Drop bolt eye coupling/50mm ball coupler) To be specified on the purchase order. 11.25 Maximum GVM: 1600 kg 11.26 Tank shall have a level indicator that shows the litre capacity available in the tank. 11.27 A low level cut out device that disengages the pump when the fuel in the tank reaches 20 litres and automatically resets itself when the tank is filled. 11.28 All functions must be clearly marked. 11.29 Yellow tape all round with reflectors/triangles and all Hazchem stickers/signs must be | 11.17 | with digital flowmeter. All fittings and pipework shall be included for the application. A 5 meter fuel graded | |
| transmitted to the tank. Preferably rubber block type to allow for movement when negotiating rough terrains. 11.20 Proposed Trailer Dimensions(L x W): The trailer dimensions shall be determined by volume of the Fuel Tank. Chassis,A-Frame, suspension, wheels, brakes, jockey wheel shall accommodate the maximum GVM of the trailer. The Chassis and A-Frame shall be constructed of galvanised mild steel with a minimum channel size 76 X 38mm. 11.22 Wheels - 13-inch-deep dish trailer wheels, 155 x 80 R13. Spare wheel shall be securely mounted on the trailer. Tyres shall be manufactured in South Africa 11.23 A standard 7 Pin Connector shall be installed. 2 000kg braking coupler (Drop bolt eye coupling/50mm ball coupler) To be specified on the purchase order. 11.25 Maximum GVM: 1600 kg 11.26 Tank shall have a level indicator that shows the litre capacity available in the tank. A low level cut out device that disengages the pump when the fuel in the tank reaches 20 litres and automatically resets itself when the tank is filled. 11.28 All functions must be clearly marked. 11.29 Yellow tape all round with reflectors/triangles and all Hazchem stickers/signs must be | 11.18 | The Item for service and calibration on the tank and pump will be utilized as and when | |
| Chassis,A-Frame, suspension, wheels, brakes, jockey wheel shall accommodate the maximum GVM of the trailer. The Chassis and A-Frame shall be constructed of galvanised mild steel with a minimum channel size 76 X 38mm. Wheels - 13-inch-deep dish trailer wheels, 155 x 80 R13. Spare wheel shall be securely mounted on the trailer. Tyres shall be manufactured in South Africa 11.23 A standard 7 Pin Connector shall be installed. 2 000kg braking coupler (Drop bolt eye coupling/50mm ball coupler) To be specified on the purchase order. 11.25 Maximum GVM: 1600 kg 11.26 Tank shall have a level indicator that shows the litre capacity available in the tank. 11.27 A low level cut out device that disengages the pump when the fuel in the tank reaches 20 litres and automatically resets itself when the tank is filled. 11.28 All functions must be clearly marked. 11.29 Yellow tape all round with reflectors/triangles and all Hazchem stickers/signs must be | 11.19 | transmitted to the tank. Preferably rubber block type to allow for movement when | |
| maximum GVM of the trailer. The Chassis and A-Frame shall be constructed of galvanised mild steel with a minimum channel size 76 X 38mm. Wheels - 13-inch-deep dish trailer wheels, 155 x 80 R13. Spare wheel shall be securely mounted on the trailer. Tyres shall be manufactured in South Africa 11.23 A standard 7 Pin Connector shall be installed. 2 000kg braking coupler (Drop bolt eye coupling/50mm ball coupler) To be specified on the purchase order. 11.25 Maximum GVM: 1600 kg 11.26 Tank shall have a level indicator that shows the litre capacity available in the tank. 11.27 A low level cut out device that disengages the pump when the fuel in the tank reaches 20 litres and automatically resets itself when the tank is filled. 11.28 All functions must be clearly marked. | 11.20 | | |
| mounted on the trailer. Tyres shall be manufactured in South Africa 11.23 A standard 7 Pin Connector shall be installed. 2 000kg braking coupler (Drop bolt eye coupling/50mm ball coupler) To be specified on the purchase order. 11.25 Maximum GVM: 1600 kg 11.26 Tank shall have a level indicator that shows the litre capacity available in the tank. 11.27 A low level cut out device that disengages the pump when the fuel in the tank reaches 20 litres and automatically resets itself when the tank is filled. 11.28 All functions must be clearly marked. 11.29 Yellow tape all round with reflectors/triangles and all Hazchem stickers/signs must be | 11.21 | maximum GVM of the trailer. The Chassis and A-Frame shall be constructed of galvanised mild steel with a minimum | |
| 2 000kg braking coupler (Drop bolt eye coupling/50mm ball coupler) To be specified on the purchase order. 11.25 Maximum GVM: 1600 kg 11.26 Tank shall have a level indicator that shows the litre capacity available in the tank. 11.27 A low level cut out device that disengages the pump when the fuel in the tank reaches 20 litres and automatically resets itself when the tank is filled. 11.28 All functions must be clearly marked. 11.29 Yellow tape all round with reflectors/triangles and all Hazchem stickers/signs must be | 11.22 | · · · · · · · · · · · · · · · · · · · | |
| To be specified on the purchase order. 11.25 Maximum GVM: 1600 kg 11.26 Tank shall have a level indicator that shows the litre capacity available in the tank. 11.27 A low level cut out device that disengages the pump when the fuel in the tank reaches 20 litres and automatically resets itself when the tank is filled. 11.28 All functions must be clearly marked. 11.29 Yellow tape all round with reflectors/triangles and all Hazchem stickers/signs must be | 11.23 | A standard 7 Pin Connector shall be installed. | |
| 11.26 Tank shall have a level indicator that shows the litre capacity available in the tank. 11.27 A low level cut out device that disengages the pump when the fuel in the tank reaches 20 litres and automatically resets itself when the tank is filled. 11.28 All functions must be clearly marked. 11.29 Yellow tape all round with reflectors/triangles and all Hazchem stickers/signs must be | 11.24 | | |
| A low level cut out device that disengages the pump when the fuel in the tank reaches 20 litres and automatically resets itself when the tank is filled. 11.28 All functions must be clearly marked. 11.29 Yellow tape all round with reflectors/triangles and all Hazchem stickers/signs must be | 11.25 | Maximum GVM: 1600 kg | |
| 20 litres and automatically resets itself when the tank is filled. 11.28 All functions must be clearly marked. 11.29 Yellow tape all round with reflectors/triangles and all Hazchem stickers/signs must be | 11.26 | Tank shall have a level indicator that shows the litre capacity available in the tank. | |
| 11.29 Yellow tape all round with reflectors/triangles and all Hazchem stickers/signs must be | 11.27 | | |
| | 11.28 | All functions must be clearly marked. | |
| | 11.29 | | |

| 11.30 | Full specification & technical drawings to be submitted with offer | |
|-------|--|--|
| 11.31 | Minimum 12 months warranty to cover the entire trailer supplied | |

Item 12 - 1500 litre Mobile Fuel Tanks Trailer Sub Comply **Technical Specifications** Item Yes/No No. The bidder is to supply and deliver 1500 litre Mobile Fuel Tanks on a Trailer; the primary 12.1 function of the tank is to store diesel and/or petrol and the dispensation of onsite refuelling. The bidder shall provide such tools/accessories as required by the operator for day-to-day 12.2 operation of this equipment in the field. 12.3 The bidder shall provide a safety package consisting of spill kit, etc. A sturdy box containing a proprietary spill kit complete with spill socks of adequate capacity catering for minor spills (a minimum of 3) must be supplied. The kit must be mounted in an 12.4 easily accessible position on the trailer's chassis. The spill box must be hinged to allow easy removal and storage of spill kit waste product. All items shall have their first registration with respect to the National Road Traffic Act (Act 12.5 93 of 1996) (as Amended) in the name of the City of Cape Town such that their legal status is not "second hand". The items must comply to the National Road Traffic Act (Act 93 of 1996) (as Amended) with 12.6 regards to the transportation of dangerous goods and SANS 1518 The Mobile Fuel Tank must be double - walled and of the latest design and adequately 12.7 robust. The tank must be manufactured and offered from either a minimum of 3CR12 stainless 12.8 steel. 12.9 The tank must have the following capacity: 1500 litres: 12.10 100% self bunded to contain leakage 12.11 Grounding mechanism to avoid static shock. 12.12 Emergency stop system. 12.13 Tanks to be pressure tested prior to commissioning, and a certified certificate issued. 12.14 The tank shall be lockable when not in use. 12.15 The tank shall be fitted with overfill protection and anti-siphon valves.

| 12.16 | The tank shall be environmentally friendly, given the self- containment. | |
|-------|---|--|
| 12.17 | The tank shall be self-contained with 12V, 40 l/min fuel pump, dispensing unit, complete with digital flowmeter. All fittings and pipework shall be included for the application. A 5 meter fuel graded rubber discharge hose shall be included. | |
| 12.18 | The Item for service and calibration on the tank and pump will be utilized as and when required. | |
| 12.19 | The tank's mounting shall be so designed to eliminate any vehicle chassis flex being transmitted to the tank. Preferably rubber block type to allow for movement when negotiating rough terrains. | |
| 12.20 | Proposed Trailer Dimensions(L x W): The trailer dimensions shall be determined by volume of the Fuel Tank. | |
| 12.21 | Chassis,A-Frame, suspension, wheels, brakes, jockey wheel shall accommodate the maximum GVM of the trailer. The Chassis and A-Frame shall be constructed of galvanised mild steel with a minimum channel size 76 X 38mm. | |
| 12.22 | Wheels - 15-inch-deep dish trailer wheels, 225 x 70 R15. Spare wheel shall be securely mounted on the trailer. Tyres shall be manufactured in South Africa | |
| 12.23 | A standard 7 Pin Connector shall be installed. | |
| 12.24 | 2 000kg braking coupler (Drop bolt eye coupling/50mm ball coupler) To be specified on the purchase order. | |
| 12.25 | Maximum GVM: 2100 kg | |
| 12.26 | Tank shall have a level indicator that shows the litre capacity available in the tank. | |
| 12.27 | A low level cut out device that disengages the pump when the fuel in the tank reaches 20 litres and automatically resets itself when the tank is filled. | |
| 12.28 | All functions must be clearly marked. | |
| 12.29 | Yellow tape all round with reflectors/triangles and all Hazchem stickers/signs must be included. | |

| 12.30 | Full specification & technical drawings to be submitted with offer | |
|-------|--|--|
| 12.31 | Minimum 12 months warranty to cover the entire trailer supplied | |

Item 13 - 2000 litre Mobile Fuel Tanks Trailer Sub Comply **Technical Specifications** Item Yes/No No. The bidder is to supply and deliver 2000 litre Mobile Fuel Tanks on a Trailer; the primary 13.1 function of the tank is to store diesel and/or petrol and the dispensation of onsite refuelling. The bidder shall provide such tools/accessories as required by the operator for day-to-day 13.2 operation of this equipment in the field. 13.3 The bidder shall provide a safety package consisting of spill kit, etc. A sturdy box containing a proprietary spill kit complete with spill socks of adequate capacity catering for minor spills (a minimum of 3) must be supplied. The kit must be mounted in an 13.4 easily accessible position on the trailer's chassis. The spill box must be hinged to allow easy removal and storage of spill kit waste product. All items shall have their first registration with respect to the National Road Traffic Act (Act 13.5 93 of 1996) (as Amended) in the name of the City of Cape Town such that their legal status is not "second hand". The items must comply to the National Road Traffic Act (Act 93 of 1996) (as Amended) with 13.6 regards to the transportation of dangerous goods and SANS 1518. The Mobile Fuel Tank must be double - walled and of the latest design and adequately 13.7 robust. The tank must be manufactured and offered from either a minimum of 3CR12 stainless 13.8 steel. 13.9 The tank must have the following capacity: 2000 litres: 13.10 100% self bunded to contain leakage 13.11 Grounding mechanism to avoid static shock. 13.12 Emergency stop system. 13.13 Tanks to be pressure tested prior to commissioning, and a certified certificate issued. The tank shall be lockable when not in use. 13.14 13.15 The tank shall be fitted with overfill protection and anti-siphon valves.

| 13.16 | The tank shall be environmentally friendly, given the self- containment. | |
|-------|---|--|
| 13.17 | The tank shall be self-contained with 12V, 40 l/min fuel pump, dispensing unit, complete with digital flowmeter. All fittings and pipework shall be included for the application. A 5 meter fuel graded rubber discharge hose shall be included. | |
| 13.18 | The Item for service and calibration on the tank and pump will be utilized as and when required. | |
| 13.19 | The tank's mounting shall be so designed to eliminate any vehicle chassis flex being transmitted to the tank. Preferably rubber block type to allow for movement when negotiating rough terrains. | |
| 13.20 | Proposed Trailer Dimensions(L x W): The trailer dimensions shall be determined by volume of the Fuel Tank. | |
| 13.21 | Chassis,A-Frame, suspension, wheels, brakes, jockey wheel shall accommodate the maximum GVM of the trailer. The Chassis and A-Frame shall be constructed of galvanised mild steel with a minimum channel size 76 X 38mm. | |
| 13.22 | Wheels - 15-inch-deep dish trailer wheels, 225 x 70 R15. Spare wheel shall be securely mounted on the trailer. Tyres shall be manufactured in South Africa | |
| 13.23 | A standard 7 Pin Connector shall be installed. | |
| 13.24 | 2 700kg braking coupler (Drop bolt eye coupling/50mm ball coupler) To be specified on the purchase order. | |
| 13.25 | Maximum GVM: 2700kg | |
| 13.26 | Tank shall have a level indicator that shows the litre capacity available in the tank. | |
| 13.27 | A low level cut out device that disengages the pump when the fuel in the tank reaches 20 litres and automatically resets itself when the tank is filled. | |
| 13.28 | All functions must be clearly marked. | |
| 13.29 | Yellow tape all round with reflectors/triangles and all Hazchem stickers/signs must be included. | |

| 13.30 | Full specification & technical drawings to be submitted with offer | |
|-------|--|--|
| 13.31 | Minimum 12 months warranty to cover the entire trailer supplied | |

| Item 14 - 500 litre Mobile Potable/Non - Potable Water Tank Trailer | | | |
|---|--|--|--|
| Sub Item No. | Technical Specifications | | |
| 14.1 | The bidder is to supply and deliver 500 litre Mobile Water Tank Trailer; the primary function of the tank is to store potable/non-potable water. | | |
| 14.2 | The bidder shall provide such tools/accessories as required by the operator for day-to-day operation of this equipment in the field. | | |
| 14.3 | 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". | | |
| 14.4 | The Mobile Water Tank shall be manufactured as follows: Rib design for sturdiness Food Grade, Black Lining to prevent Algae from occurring. High Density Polyethline 500 litre Quantity Horizontal mounted storage Tank | | |
| 14.5 | The tank must have the following Quantity: 500 litres: | | |
| 14.6 | Tanks to be pressure tested prior to commissioning, and a certified certificate issued. | | |
| 14.7 | The tank shall be securely mounted to the base of the trailer with Galvanised Straps | | |
| 14.8 | The tank shall be fitted with overfill protection and anti-siphon valves. | | |
| 14.9 | The tank shall be environmentally friendly, given the self- containment. | | |
| 14.10 | The tank shall be self-contained with 12V pump with a 12 - 15 l/min flowrate suitable for non-potable and potable water, complete with digital flowmeter. All fittings and pipework shall be included for the application. A 5 meter high pressure rubber discharge hose shall be included. | | |
| 14.11 | Sufficient amount of baffle balls shall be supplied with the tank. The baffle balls shall be suitable for non-potable and potable water. The purpose of the baffle balls is to prevent or reduce irregular movement of the liquid during transportation. | | |
| 14.12 | The tank's mounting shall be so designed to eliminate any vehicle chassis flex being transmitted to the tank. Preferably rubber block type to allow for movement when negotiating rough terrains. | | |

| 14.13 | Tank shall have a level indicator that shows the litre capacity available in the tank. | |
|-------|---|--|
| 14.14 | A low level cut out device that disengages the pump when the water in the tank reaches 20 litres and automatically resets itself when the tank is filled. | |
| 14.15 | The trailer shall be constructed of a single 750kg un-braked axle. | |
| 14.16 | Wheels and Rims shall be 195 x 14", with the. | |
| 14.17 | Coupler shall be 750kg braked coupler. | |
| 14.18 | Jockey shall be 60mm single wheel. | |
| 14.19 | GVM shall not exceed 750kg | |
| 14.20 | Proposed Trailer Dimensions(L x W): The trailer dimensions shall be determined by volume of the Water Tank. | |
| 14.21 | Chassis,A-Frame, suspension, wheels, brakes, jockey wheel shall accommodate the maximum GVM of the trailer. The Chassis and A-Frame shall be constructed of galvanised mild steel with a minimum channel size 76 X 38mm. | |
| 14.22 | Wheels - 13-inch-deep dish trailer wheels, 155 x 80 R13. Spare wheel shall be securely mounted on the trailer. Tyres shall be manufactured in South Africa | |
| 14.23 | A standard 7 Pin Connector shall be installed. | |
| 14.24 | All functions must be clearly marked. | |
| 14.25 | Yellow tape all round with reflectors/triangles and clearly stating potable water or non-potable water. | |
| 14.26 | Full specification & technical drawings to be submitted with offer | |
| 14.27 | Minimum 12 months warranty to cover the entire trailer supplied | |

| Item 15 - 1000 litre Mobile Water Tank Trailer | | |
|--|--|--|
| Sub Item No. | Technical Specifications | |
| 15.1 | The bidder is to supply and deliver 1000 litre Mobile Water Tank Trailer; the primary function of the tank is to store potable/non-potable water. | |
| 15.2 | The bidder shall provide such tools/accessories as required by the operator for day-to-day operation of this equipment in the field. | |
| 15.3 | 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". | |
| 15.4 | The Mobile Water Tank shall be manufactured as follows: Rib design for sturdiness Food Grade, Black Lining to prevent Algae from occurring. 1000 litre Quantity Horizontal mounted storage Tank | |
| 15.5 | The tank must have the following Quantity: 1000 litres: | |
| 15.6 | Tanks to be pressure tested prior to commissioning, and a certified certificate issued. | |
| 15.7 | The tank shall be securely mounted to the base of the trailer with Galvanised Straps | |
| 15.8 | The tank shall be fitted with overfill protection and anti-siphon valves. | |
| 15.9 | The tank shall be environmentally friendly, given the self- containment. | |
| 15.10 | The tank shall be self-contained with 12V pump with a 12 - 15 l/min flowrate suitable for non-potable and potable water ,complete with digital flowmeter. All fittings and pipework shall be included for the application. A 5 meter high pressure rubber discharge hose shall be included. | |
| 15.11 | Sufficient amount of baffle balls shall be supplied with the tank. The baffle balls shall be suitable for non-potable and potable water. The purpose of the baffle balls is to prevent or reduce irregular movement of the liquid during transportation. | |
| 15.12 | The tank's mounting shall be so designed to eliminate any vehicle chassis flex being transmitted to the tank. Preferably rubber block type to allow for movement when negotiating rough terrains. | |

| 15.13 | Tank shall have a level indicator that shows the litre capacity available in the tank. | |
|-------|---|--|
| 15.14 | A low level cut out device that disengages the pump when the water in the tank reaches 20 litres and automatically resets itself when the tank is filled. | |
| 15.15 | The trailer shall be constructed of a single 1600kg braked axle with 8 Ply leaf springs. | |
| 15.16 | Wheels and Rims shall be 195 x 14", with the tyres manufactured in South Africa. Spare wheel shall be securely mounted on the trailer. | |
| 15.17 | Coupler shall be 1300kg braked coupler. | |
| 15.18 | Jockey shall be 60mm single wheel. | |
| 15.19 | GVM shall not exceed 1300kg | |
| 15.20 | Proposed Trailer Dimensions(LxW): The trailer dimensions shall be determined by volume of the Water Tank. | |
| 15.21 | Chassis,A-Frame, suspension, wheels, brakes, jockey wheel shall accommodate the maximum GVM of the trailer. The Chassis and A-Frame shall be constructed of galvanised mild steel with a minimum channel size 76 X 38mm. | |
| 15.22 | Wheels - 13-inch-deep dish trailer wheels, 155 x 80 R13. Spare wheel shall be securely mounted on the trailer. Tyres shall be manufactured in South Africa | |
| 15.23 | A standard 7 Pin Connector shall be installed. | |
| 15.24 | All functions must be clearly marked. | |
| 15.25 | Yellow tape all round with reflectors/triangles and clearly stating potable water or non-potable water. | |
| 15.26 | Full specification & technical drawings to be submitted with offer | |
| 15.27 | Minimum 12 months warranty to cover the entire trailer supplied | |

| Item 16: Mesh Trailer Single Axle | | | |
|-----------------------------------|---|--|--|
| Sub item No. | Technical Specifications | | |
| 16.1 | The bidder is to supply and deliver M | lesh Trailer Single Axle. | |
| 16.2 | The bidder shall provide such tools/a day operation of this equipment in the | accessories as required by the operator for day-to- e field. | |
| 16.3 | 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". | | |
| 16.4 | Proposed overall trailer dimensions | Length: 4000 mm Width: 1900 mm Length: 2800 mm(cage length) | |
| 16.5 | Proposed Trailer Height | 3000mm from ground to top of cage. | |
| 16.6 | Trailer frame material | Hot Dipped Galvanised Mild Steel | |
| 16.7 | Trailer Frame Channel Size | Minimum 76 x 38 x 2 mm Mild Steel | |
| 16.8 | Ground Clearnace | Minimum:250mm Maximum: 350mm | |
| 16.9 | Floor Plate | Minimum 2 mm thick Mild Steel tread plate. Tenderer to ensure that there is sufficeient support bracing to prevent panels from warping. The tenderer to take into consideration the payload of the trailer. | |
| 16.10 | Coupling Type | Braked Eye Coupler Hitch with Shock (Damper) and Brake Lever | |
| 16.11 | Axles | 1.6-ton capacity with overrun brakes on the axle | |
| 16.12 | Trailer suspension | Suitablably sized leaf spring for the applicable GVM | |
| 16.13 | Mud guard | Heavy duty and take the weight of a adult person, minimum 120kg. | |

| 16.14 | Jockey wheel | Double wheel to be fitted Minimum diameter of 48mm Double sided bearings Minimum weight 150kg. |
|-------|-------------------|--|
| 16.15 | Tow hitch/coupler | 2 ton braking coupler (Drop bolt eye coupling/50mm ball coupler) To be specified on the purchase order. |
| 16.16 | Prop Stands | 80 mm Adjustable on all four corners |
| | | The all materials,fastners, washers, hinges,etc used for the cage shall be mild steel hot dipped galvanised The frame of the solid sides and cage shall be manufactured with a minimum of 38mm x 1.6mm square tubing. This shall include the complete cage, bracing, barn door type gate, tail gate(300mm high). The Trailer shall have three fixed solid sides of 300mm high and a tailgate of equal height. The flat sheet minimum 2mm thick shall be used and welded on the inside of the trailer. Diamond Mesh shall be used for the sides, front,top and back panels/gate of the trailer. The complete cage shall be bolted on top of the fixed solid sides. |
| 16.18 | Cage | A minimum Mesh size(Diamond Mesh) shall be used: Shortway of Mesh = 25mm Longway of Mesh = 60mm Width of strand = 3mm Thickness of Strand = 3mm. The trailer cage shall be three fixed sides bolted together(Driver side, passenger side, front side). The top shall be diamond mesh panel and bolted to the cage for ease of removal. There has to be bracing at the top of the cage but beneath the top panel to have regidity when the top panel is removed from the cage. The trailer shall have barn type gates at the rear of the trailer The gate shall have spring loaded barrel bolts on top and at bottom with an overlap on one one of the barn doors to prevent the gates from opening separately. The gate shall swing 270 degrees with a hook on both panels to prevent the gate from swinging closed when stationary/loading of the trailer. A 50mm x 5mm flat bar shall be braced across the |

| | | centre of the barn door type gates to prevent any warping of the gates during transit. The flat bar shall allow for a lock to be used in the centre to prevent the flat bar from sliding during transit. The mesh used shall be welded on the inside of the frame. Tenderer to ensure that there is sufficient support bracing to prevent panels from warping. The tenderer to take into consideration the payload of the trailer. |
|-------|--|--|
| 16.19 | Maximum GVM | 1600kg |
| 16.20 | Minimum Payload | 1000kg |
| 16.21 | Wheels | 14-inch-deep dish trailer wheels |
| 16.22 | Tires | 195 x 80 R14 |
| 16.23 | Spare wheel | Full size spare wheel – lockable |
| 16.24 | Reflectors | Red Triangle 150 |
| 16.25 | Reflector Tape | Reflector tape shall be mounted all round in accordance with the relevant SANS regulations. |
| 16.26 | Full specification & technical drawings to be submitted with offer | |
| 16.27 | Minimum 12 months warranty to cover the entire trailer supplied | |

See pic for illustration purposes only.



| Item 17:Mesh Trailer Double Axle | | | |
|----------------------------------|---|---|------------------|
| Sub item No. | Technic | al Specifications | Comply Yes/No |
| 17.1 | The bidder is to supply and deliver Mes | h Trailer Double Axle. | |
| 17.2 | The bidder shall provide such tools/acc day operation of this equipment in the fi | cessories as required by the operator for day-to- eld. | |
| 17.3 | | with respect to the National Road Traffic Act (Act e of the City of Cape Town such that their legal | |
| 17.4 | Proposed overall trailer dimensions | Length: 4000 mm Width: 1900 mm Length: 2800mm (cage length) | |
| 17.5 | Proposed Trailer Height | 3000mm from ground to top of cage. | |
| 17.6 | Trailer frame material | Hot Dipped Galvanised Mild Steel | |
| 17.7 | Ground Clearance | Minimum 250mm | |
| 17.8 | Channel Size | 76 x 38 x 2 mm Mild Steel | |
| 17.9 | Floor Plate | 2 mm Mild Steel tread plate | |
| 17.10 | Coupling Type | Braked Eye Coupler Hitch with Shock (Damper) and Brake Lever | |
| 17.11 | Axles | 1.6-ton capacity each with overrun brakes on the axle | |
| 17.12 | Trailer suspension | Suitably sized leaf springs to accommodate the GVM | |
| 17.13 | Mud guard | Heavy duty and take the weight of a adult person, minimum 120kg | |
| 17.14 | Jockey wheel | Double wheel to be fitted, Minimum diameter of 48mm, Double sided bearings Minimum weight 150kg. | |

| | | | _ |
|-------|-------------------|---|---|
| 17.15 | Tow hitch/coupler | 2 ton braking coupler (Drop bolt eye coupling/50mm ball coupler) To be specified on the purchase order. | |
| 17.16 | Prop Stands | 80 mm Adjustable on all four corners – See example below | |
| | | The all materials,fastners, washers, hinges,etc used for the cage shall be mild steel hot dipped galvanised | |
| | | The frame of the solid sides and cage shall be manufactured with a minimum of 38mm x 1.6mm square tubing. This shall include the complete cage, bracing, barn door type gate, tail gate(300mm high). | |
| | | The Trailer shall have three fixed solid sides of 300mm high and a tailgate of equal height. The flat sheet minimum 2mm thick shall be used and welded on the inside of the trailer. | |
| | | Diamond Mesh shall be used for the sides, front,top and back panels/gate of the trailer. The complete cage shall be bolted on top of the fixed solid sides. | |
| | | A minimum Mesh size(Diamond Mesh) shall be used: | |
| 17.18 | Cage | Shortway of Mesh = 25mm Longway of Mesh = 60mm Width of strand = 3mm Thickness of Strand = 3mm. | |
| | | The trailer cage shall be three fixed sides bolted together(Driver side, passenger side, front side). The top shall be diamond mesh panel and bolted to the cage for ease of removal. There has to be bracing at the top of the cage but beneath the top panel to have regidity when the top panel is removed from the cage. | |
| | | The trailer shall have barn type gates at the rear of the trailer The gate shall have spring loaded barrel bolts on top and at bottom with an overlap on one one of the barn doors to prevent the gates from opening separately. The gate shall swing 270 degrees with a hook on both panels to prevent the gate from swinging closed when stationary/loading of the trailer. | |
| | | A 50mm x 5mm flat bar shall be braced across the centre of the barn door type gates to prevent any warping of the gates during transit. The flat bar shall allow for a lock to be used in the centre to prevent the flat bar from sliding during transit. | |

| | | The mesh used shall be welded on the inside of the frame. Tenderer to ensure that there is sufficient support bracing to prevent panels from warping. The tenderer to take into consideration the payload of the trailer | |
|-------|--|---|--|
| 17.19 | Maximum GVM: | 2000kg | |
| 17.20 | Minimum Payload | 1500kg | |
| 17.21 | Wheels | 14-inch-deep dish trailer wheels | |
| 17.22 | Tires | 195 x 80 R14 | |
| 17.23 | Spare wheel | Full size spare wheel – lockable | |
| 17.24 | Reflectors | Red Triangle 150 | |
| 17.25 | Reflector Tape | Reflector tape shall be mounted all round in accordance with the relevant SANS regulations. | |
| 17.26 | Full specification & technical drawings to | be submitted with offer | |
| 17.27 | Minimum 12 months warranty to cover the | ne entire trailer supplied | |

See pic for illustration purposes only.



| | Item 18 – Skid Trailer | | | |
|--------------------|---|--|------------------|--|
| Sub item No. | Technical Spec | ifications | Comply Yes/No | |
| 18.1 | The bidder is to supply and deliver Skid Traile | er. | | |
| 18.2 | The bidder shall provide such tools/accessories as required by the operator for day-to-day operation of this equipment in the field. | | | |
| 18.3 | 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". | | | |
| 18.4 | Proposed Overall Trailer Dimensions | Length: 6500mm (Approximate Bed Length 5000mm) Width: 2500mm The sides shall be 300mm high manufactured of the same size channel as the chassis. | | |
| 18.5 | Ground Clearance | Minimum 300mm Maximum 450mm | | |
| 18.6 | Trailer Material | Hot Dipped Galvanised Mild Steel and coated with white corrosion protected. | | |
| 18.7 | Chassis | Minimum 127x64mm (14.926 kg/m) mild steel Tapered Flange Channel. Cross-members shall be spaced 300mm C-C to prevent warping/bending of deck material at full Payload. Deck of trailer shall be covered with minimum 42mm thick hard wood (Balua, Meranti, securely bolted to the chassis. All bolts shall be recessed into the wood with no bolts protruding. The wood shall be fastended to the chassis/bracing of the trailer. No wood shall be fastened to the solid flat plate. Below the wood shall be a solid flat plate 2mm thick welded to the chassis/bracing of the trailer. | | |

| 18.8 | Axles | Double Full beam axle with brakes with a axle load capacity suitable for the maximum GVM of the trailer. |
|-------|---------------------------------|--|
| 18.9 | Trailer suspension | Suitably sized Leaf Springs to accommodate the expected GVM. |
| 18.10 | Mud guard | Galvanised Double wheel mud guard. |
| 18.11 | Jockey wheel | Double wheel to be fitted Minimum diameter of 48mm, Double sided bearings Minimum weight 150kg. |
| 18.12 | Tow hitch/coupler | 3.5 ton braking coupler (Drop bolt eye coupling/50mm ball coupler) To be specified on the purchase order. |
| 18.13 | Towing Plug | 7 pin N-type metal towing plug must be fitted |
| 18.14 | Wheels | Minimum 16-inch-deep dish trailer galvanised wheels |
| 18.15 | Tyres | Minimum 235 X 80 R16 |
| 18.16 | Spare wheel Minimum Sizes | Full size Lockable spare wheel in front of the trailer. |
| 18.17 | Brake and Indicator Lights size | 180x95x55mm |
| 18.18 | Reflectors | Red Triangle 150 |
| 18.19 | Reflector Tape | Reflector tape shall be mounted all round in accordance with the relevant SANS regulations. |
| 18.20 | Tie Down | Minimum of Eight Tie Down Ring Holders equally spaced |
| 18.21 | Ramps | The length of the ramp shall be sufficient with an angle gradient not exceeding 10 degrees. |

| | | The ramp shall handle the designed payload of the trailer. The ramp shall be the full width of the trailer and shall be hinged at the rear of the trailer acting as a tailgate when in transit. The ramp shall be securely fastened when in transit. |
|-------|---|---|
| 18.22 | Winch | Heavy duty stainless steel hand gear winch with a 10m stainless steel wire for a minimum load capacity of 1000kg. |
| 18.23 | GVM: | Maximum 3500kg |
| 18.24 | Payload | Minimum 2800kg |
| 18.25 | Full specification & technical drawings to be s | submitted with offer |
| 18.26 | Minimum 12 months warranty to cover the en | tire trailer supplied |

| | Item 19 - High Visibility Trailer | | | |
|--------------------|---|--|------------------|--|
| Sub item No. | Technical | Specifications | Comply Yes/No | |
| 19.1 | The bidder is to supply and deliver High | Visibility Trailer. | | |
| 19.2 | The bidder shall provide such tools/acc to-day operation of this equipment in the | essories as required by the operator for dayerield. | | |
| 19.3 | | n with respect to the National Road Traffic Act ame of the City of Cape Town such that their | | |
| 10.4 | Dranged everall trailer dimensions | Length: 3000 mm | | |
| 19.4 | Proposed overall trailer dimensions | Width: 2200 mm | | |
| 19.5 | Overall Trailer Height | Minimum 3000mm from ground to top of cage. | | |
| | | When parked on a flat surface | | |
| 19.6 | Trailer frame material | Hot Dipped Galvanised Mild Steel | | |
| 19.7 | Ground Clearance | Minimum:250mm | | |
| 19.7 | Ground Clearance | Maximum: 400mm | | |
| 19.8 | Minimum Chassis Channel Size | 76 x 38 x 2 mm Mild Steel | | |
| 19.9 | Floor Plate | 2 mm Mild Steel tread plate securely welded to the chassis of the trailer. | | |
| 19.10 | Coupling Type | Braked Eye Coupler Hitch with Shock (Damper) and Brake Lever | | |
| 19.11 | Axles | 1.6-ton capacity with overrun brakes on the axle | | |
| 19.12 | Trailer suspension | Suitably sized leaf spring to accommodate the GVM | | |

| 19.13 | Mud guard | Heavy duty and take the weight of a adult person minimum 120kg | |
|-------|---|--|--|
| 19.14 | Jockey wheel | Double wheel to be fitted, minimum diameter of 48mm,double sided bearings and minimum weight 150kg. | |
| 19.15 | Tow hitch/coupler | 2 ton braking coupler (Drop bolt eye coupling/50mm ball coupler) | |
| | | To be specified on the purchase order. | |
| 19.16 | Prop Stands | 48 mm Adjustable on all four corners | |
| 19.17 | Cage | Mesh Type (Doors on sides and back, removable panels) | |
| 19.18 | Cage Material | Hot Dipped Galvanised Mild Steel | |
| 19.19 | Wheels | 14-inch-deep dish trailer wheels | |
| 19.20 | Tires | 195 x 80 R14 | |
| 19.21 | Spare wheel | Full size spare wheel – lockable | |
| 19.22 | Signage | Directional arrow and Men at work signs to be added to top of cage horizontally and have the ability to stand up vertically once trailer comes to rest. Rear reflective chevron boards. | |
| | Electrical System | System to include the following: • a solar panel 100W and regulator/Invertor • Battery - 105 Amp Deep Cycle | |
| 19.23 | Suitable system to supply power to the LED lights (From sundown to sunrise – period of low to no light) and at least 2x additional plugs. | (Rechargeable by idling vehicle or solar panel or both if limited sun exposer) Battery to be stored in a lockable battery box All wiring and trunking to be included 2x three-prong plugs | |

| 19.24 | Signage Lights | 6x orange LED lights | |
|-------|---|----------------------------|--|
| 19.25 | Maximum GVM: | Maximum 2000kg | |
| 19.26 | Minimum Payload | Minimum 1000kg | |
| 19.27 | A standard 7 Pin Connector shall be installed. | | |
| 19.28 | All equipment shall be securely mounted to the base of the trailer. | | |
| 19.29 | Full specification & technical drawings to be submitted with offer | | |
| 19.30 | Minimum 12 months warranty to cover the | ne entire trailer supplied | |

ELECTRICAL SPECIFICATIONS

Solar Panel Specification

The solar panel/(s) for the trailer shall conform to the following.

The solar panel to be equipped with a junction box with at least 1000 mm length of cable spanning from the junction box to the terminal points. The solar panels to be featured with draining, grounding, venting and installation holes along the frame of the unit (s).

Deep Cycle Battery Specification

The battery selected for the trailer shall conform to the specifications of 105 Amp Deep Cycle, Absorbed Glass Mat battery. The battery shall absorb liquid electrolyte within its porous glass fibre mat separators, under no circumstances may the battery spill or leak sulphuric acid. The internal plates can be made flat to resemble a standard flooded lead acid pack, when the battery is rectangular in shape.

The battery select, to produce an 80% depth of demand at 20hr rating, and consistent operation during low temperatures, (5°C - 10°C). The battery is to be completely sealed in construction, thus this feature enable no leaks and or acid spills during transit or installation. The makeup of the battery shall prohibit vibrations and or loose fitting of cables during transit and operations. The entire battery is to be enclosed with a cover, with the positive and negative terminals to be clearly identifiable.

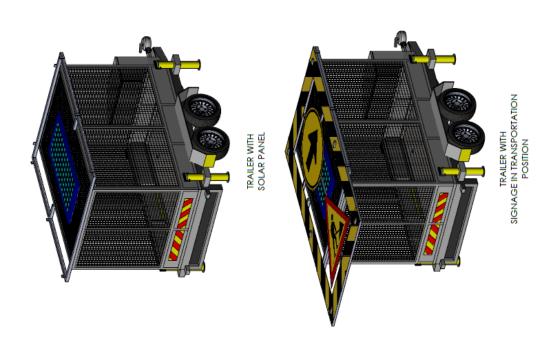
Inverter Specifications

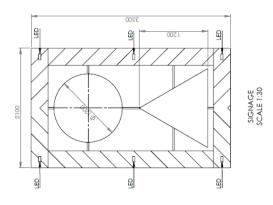
The Contractor shall provide a 1500 Watt 12V/24V Inverter for the conversion of Direct Current to Alternating Current. The inverter shall provide the minimum features such as digital displays indicating kilowatts, amps.

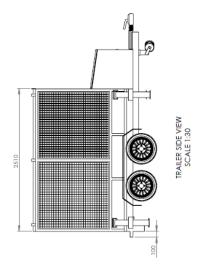
Powder coated, corrosion resistant steel chassis to supply as the complete unit of the inverter, equipped with a build-in starting control circuits for two and three wire generator starting systems.

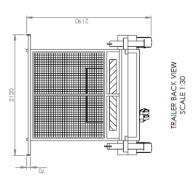
Low idle current (less than 1 watt) conserves energy when no loads are present is to be expected when load testing is done on the inverter, during the trial and performance tests.







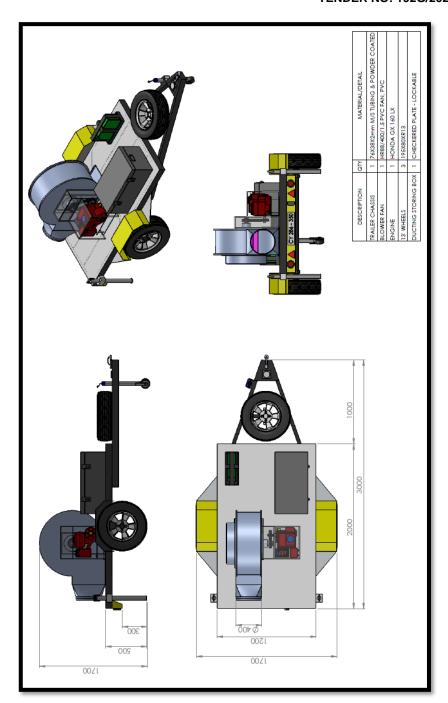




| Item 20 - Mobile Ventilation Trailer | | | |
|--------------------------------------|---|--|------------------|
| Sub item No. | Technical | Specifications | Comply Yes/No |
| 20.1 | The bidder is to supply and deliver Moof the Mobile Ventilation trailer is to pro | obile Ventilation Trailer; the primary function ovide fresh air in confined spaces | |
| 20.2 | The bidder shall provide such tools/acc to-day operation of this equipment in the | essories as required by the operator for day- ne field. | |
| 20.3 | | on with respect to the National Road Traffic he name of the City of Cape Town such that | |
| 20.4 | | nal Road Traffic Act (Act 93 of 1996) (as rtation of dangerous goods and SANS 1518 | |
| 20.5 | Proposed overall trailer dimensions | Height = 1700 mm Width = 1700 mm Length = 3000 mm | |
| 20.6 | Trailer frame material | Hot Dipped Galvanised Mild Steel | |
| 20.7 | Ground Clearance | Minimum 250mm Maximum 350mm | |
| 20.8 | Minimum Chassis and A-Frame Channel Size | 76 x 38 x 2 mm Mild Steel | |
| 20.9 | Floor Plate | 2 mm Mild Steel tread plate | |
| 20.10 | Coupling Type | 1.1 ton braking coupler (Drop bolt eye coupling/50mm ball coupler) | |
| | | To be specified on the purchase order. | |
| 20.11 | Axles | 1.1-ton capacity with brakes on the axle | |
| 20.12 | Trailer suspension | Suitably sized leaf spring to accommodate the GVM | |
| 20.13 | Mud guard | Heavy duty and take the weight of a adult person minimum 120kg | |

| 20.14 | Jockey wheel | Double wheel to be fitted Minimum diameter of 48mm Double sided bearings Minimum weight 150kg. | |
|-------|----------------------|---|--|
| 20.15 | Tow hitch/coupler | 2 ton braking coupler (Drop bolt eye coupling/50mm ball coupler) To be specified on the purchase order. | |
| 20.16 | Prop Stands | 48 mm Adjustable on all four corners | |
| 20.17 | Wheels | 14-inch-deep dish trailer wheels | |
| 20.18 | Tires | 195 x 80 R14 | |
| 20.19 | Spare wheel | Full size spare wheel – lockable | |
| 20.20 | Storage Compartment | The trailers need to have a ducting storage compartment. The compartment shall be capabale of housing all ducting, fittings, tools used, etc. | |
| 20.21 | Blower Specification | A Centrifugal blower unit shall operate at a minimum duty point of 4500m³/hr @ 350Pa. Fan Material shall be manufactured of uPVC. The ducting shall be a minimum of 400mm in diameter, flexible, PVC, robust, retractable and compactable with a minimum extended length of 10 meters. Proposed ducting material shall be robust polyester PVC coated with steel wire support helix. | |
| 20.22 | Generator | The blower unit shall be driven by a petrol engine: Minimum Net Power: 3.6 kW @ 3600rpm. Recoil starter system Minimum Fuel Capacity: 2.8 litres | |
| 20.23 | Jerry Can | A 20L Petrol Jerry Can shall be in a lockable holder. | |
| 20.24 | Signage Lights | 6x orange LED lights | |

| 20.25 | Maximum GVM: | Maximum 1000kg | |
|-------|---|-----------------------------|--|
| 20.26 | A standard 7 Pin Connector shall be in: | stalled. | |
| 20.27 | All equipment shall be securely mounted to the base of the trailer. | | |
| 20.28 | Full specification & technical drawings to be submitted with offer | | |
| 20.29 | Minimum 12 months warranty to cover | the entire trailer supplied | |



| Item 21 – Large Kiosk Trailer. | | | |
|--------------------------------|--|--|------------------|
| Sub item No. | Technical Specific | ations | Comply Yes/No |
| 21.1 | The bidder is to supply and deliver Large Kiosk Trai | ler. | |
| 21.2 | The bidder shall provide such tools/accessories as operation of this equipment in the field. | required by the operator for day-to-day | |
| 21.3 | All items shall have their first registration with respe 93 of 1996) (as Amended) in the name of the City of is not "second hand". | | |
| 21.4 | Proposed Overall Trailer Dimensions | Length: 3700mm Width: 2000mm Height: 2800mm | |
| 21.5 | Ground Clearance | Minimum:250mm Maximum: 350mm | |
| 21.6 | Trailer Chasis Material | Galvanised Mild Steel and coated with white corrosion protected. | |
| 21.7 | Entrance Door | The trailer shall have a full sized entrance door at the back of the trailer with a step to hold a minimum weight of 200kg. | |
| 21.8 | Kiosk Body Enclosure | Body shall be manufactured with Smooth Surface 2mm thick Alu-Zinc sheets on the outside and inside and 50mm thick Fire Retardent expanded polystyrene material wedged between the Alu-zinc sheets. The panels shall be the tongue and groove type to ensure proper sealing and regidty of the structure. All corner on the outside of the structure shall have be covered with Aluminium equal angle iron with a minimum size of 76x2mm. The trailer shall be coated with white corrosion protected paint. Shall have a split opening with the top half opening with gas lifts and the bottom having supports on either end to act as a counter top. | |

| 21.9 | Kiosk Interior | Kiosk shall have 3400mm x 600mm desktop/counter at standard desk height when in a seating position. |
|-------|---------------------------------|--|
| 21.10 | Shocks for Trailer Lid | Gas Lift to allow the Lid to be completely open. |
| 21.11 | Axles | Single Full beam axle with brakes with a minimum load capacity of 1600kg Axle |
| 21.12 | Trailer suspension | Suitably sized leaf springs |
| 21.13 | Mud guard | Galvanised single wheel mud guard. |
| 21.14 | Jockey wheel | Single wheel to be fitted, minimum diameter of 60mm, minimum weight 300kg |
| 21.15 | Tow hitch/coupler | 1.6 ton braking coupler (Drop bolt eye coupling/50mm ball coupler) To be specified on the purchase order. |
| 21.16 | Towing Plug | 7 pin N-type towing plug must be fitted |
| 21.17 | Wheels | 14-inch-deep dish trailer galvanised wheels |
| 21.18 | Minimum Tires | Minimum 195 x 80 R14 |
| 21.19 | Spare wheel Minimum Sizes | Full size Lockable spare wheel, |
| 21.20 | Colour | White without any decals or branding |
| 21.21 | Brake and Indicator Lights size | 180x95x55mm |
| 21.22 | Reflectors | Red Triangle 150 |
| 21.23 | Reflector Tape | Reflector tape shall be mounted all round in accordance with the relevant SANS regulations. |

| 21.24 | Electrical Supply | Trailer shall be supplied with a 220V electrical supply complete with wiring, 2x plug sockets and LED lighting on 1the interior. A 6KVA generator shall be supplied |
|-------|--|--|
| | | securely mounted in front of the trailer in a lockable enclosure. |
| 21.25 | Maximum GVM | 1600kg |
| 21.26 | Minimum Payload | 1000kg |
| 21.27 | 7 Full specification & technical drawings to be submitted with offer | |
| 21.28 | Minimum 12 months warranty to cover the entire trailer supplied | |

| Item 22 – Small Kiosk Trailer. | | | |
|--------------------------------|--|--|------------------|
| Sub item No. | Technical Spe | cifications | Comply Yes/No |
| 22.1 | The bidder is to supply and deliver Small Kiosk | Trailer. | |
| 22.2 | The bidder shall provide such tools/accessories operation of this equipment in the field. | as required by the operator for day-to-day | |
| 22.3 | All items shall have their first registration with re 93 of 1996) (as Amended) in the name of the Ci is not "second hand". | | |
| 22.4 | Proposed Overall Trailer Dimensions | Length: 2500mm Width: 2000mm Height: 2800mm | |
| 22.5 | Ground Clearance | Minimum 250mm Maximum: 350mm | |
| 22.6 | Trailer Chassis Material | Galvanised Mild Steel and coated with white corrosion protected. | |
| 22.7 | Entrance Door | The trailer shall have a full sized entrance door at the back of the trailer with a step to hold a minimum weight of 200kg. | |
| 22.8 | Kiosk Body Enclosure | Body shall be manufactured with Smooth Surface 2mm thick Alu-Zinc sheets on the outside and inside and 50mm thick Fire Retardent expanded polystyrene material wedged between the Alu-zinc sheets. The panels shall be the tongue and groove type to ensure proper sealing and regidty of the structure. All corner on the outside of the structure shall have be covered with Aluminium equal angle iron with a minimum size of 76x2mm. The trailer shall be coated with white corrosion protected paint. Shall have a split opening with the top half opening with gas lifts and the bottom having supports on either end to act as a counter top. | |

| 22.9 | Kiosk Interior | Kiosk shall have 2000mm x 600mm desktop/counter at standard desk height when in a seating position. |
|-------|---------------------------------|--|
| 22.10 | Shocks for Trailer Lid | Gas Lift to allow the Lid to be completely open. |
| 22.11 | Axles | Single Full beam axle with brakes with a minimum load capacity of 1600kg Axle |
| 22.12 | Trailer suspension | Suitably sized leaf springs |
| 22.13 | Mud guard | Galvanised single wheel mud guard. |
| 22.14 | Jockey wheel | Single wheel to be fitted, minimum diameter of 60mm, minimum weight 300kg |
| 22.15 | Tow hitch/coupler | 1.6 ton braking coupler (Drop bolt eye coupling/50mm ball coupler) To be specified on the purchase order. |
| 22.16 | Towing Plug | 7 pin N-type towing plug must be fitted |
| 22.17 | Wheels | 14-inch-deep dish trailer galvanised wheels |
| 22.18 | Minimum Tires | Minimum 195 x 80 R14 |
| 22.19 | Spare wheel Minimum Sizes | Full size Lockable spare wheel, |
| 22.20 | Colour | White without any decals or branding |
| 22.21 | Brake and Indicator Lights size | 180x95x55mm |
| 22.22 | Reflectors | Red Triangle 150 |
| 22.23 | Reflector Tape | Reflector tape shall be mounted all round in accordance with the relevant SANS regulations. |
| 22.24 | Electrical Supply | Trailer shall be supplied with a 220V electrical supply complete with wiring, 2x |

| | | plug sockets and LED lighting on 1the interior. A 6KVA generator shall be supplied |
|-------|--|---|
| | | securely mounted in front of the trailer in a lockable enclosure. |
| 22.25 | Maximum GVM | 1200kg |
| 22.26 | Minimum Payload | 700kg |
| 22.27 | 7 Full specification & technical drawings to be submitted with offer | |
| 22.28 | Minimum 12 months warranty to cover the entire trailer supplied | |

| Item 23 – Double Ablution Type Trailer. | | | |
|---|--|---|------------------|
| Sub item No. | Technic | cal Specifications | Comply Yes/No |
| 23.1 | The bidder is to supply and deliver Doub | ole Ablution Type Trailer. | |
| 23.2 | The bidder shall provide such tools/acce operation of this equipment in the field. | essories as required by the operator for day-to-day | |
| 23.3 | | n with respect to the National Road Traffic Act (Act of the City of Cape Town such that their legal status | |
| 23.4 | Proposed Overall Trailer Dimensions | Length: 3000mm Width: 2000mm Height: 2800mm | |
| 23.5 | Ground Clearance | Minimum 250mm | |
| 23.6 | Trailer Chasis Material | A minimum size 76 x 38 x 2 mm channel shall be used. Suffcient bracing shall be included to prevent the floor of the Ablution Area from warping. Hot Dipped Galvanised Mild Steel and coated with white corrosion protected. | |
| 23.7 | Entrance Door to toilet | The trailer shall have a full sized entrance door per cubicle with a foldable step to hold a minimum weight of 120kg. | |
| 23.8 | Ablution facility Enclosure Material | Body shall be manufactured with Smooth Surface 2mm thick Alu-Zinc sheets on the outside and inside and 50mm thick Fire Retardent expanded polystyrene material wedged between the Aluzinc sheets. The panels shall be the tongue and groove type to ensure proper sealing and regidty of the structure. All corner on the outside of the structure shall have be covered with Aluminium equal angle iron with a minimum size of 76x2mm. The doors of the ablution facility shall open outwards and be securely lockable during transit and when in use. The door shall have a occupied indicator when locked. 300 high by 400mm long Aluminium windows shall be fitted to both toilets. The windows shall open outwards and have frosted glass installed. | |

| | | ceiling to allow ventilation in the toilet. The Trap door shall be completely sealed when closed and no water ingress shall seap into the toilet. Foldable steps and securely mounted to the trailer to hold a minimum weight of 200kg when stationary. | |
|-------|-------------------------|---|--|
| 23.9 | Ablution Cubicle | 2 by Closed coupled stainless steel toilet pot complete with cistern and all related pipework and fittings. Shall be top flushing toilet pot. Toilet pot shall be fitted with wooden toilet seats. 2 by stainless steel wash basin complete with brass chrome finish pillar tap and all related inlet and outlet pipework. 2 by push button wall mounted stainless steel soap dispenser securely mounted against the wall above the wash basin. The soap dispenser shall have a minimum volume of 1000ml with a lockable refilling unit. 2 by 2 tier wall mounted stainless steel toilet dispenser. The dispenser shall be lockable and securely mounted to the wall and within reach when a person is utilising the toilet. 2 by wall mounted stainless steel folded paper towel dispenser. The dispenser shall hold a minimum of 500 paper towel per dispenser and it shall be securely mounted to the wall. | |
| 23.10 | Fresh Water Tanks | Top mounted 100 litre stainless steel fresh water tank per cubicle complete with outlet pipework feeding the wash basin tap and cistern. The oulet pipe shall be 15mm Pex-Al-Pex pipe complete with wall mounted brackets, fittings and a isolating valve with lever too allow for maintenance of wash basin. Easy access refill cap shall be on the outside of the cubicle. The refill cap shall be on the side of the trailer for easy access. | |
| 23.11 | Waste/Sewage Water Tank | Bottom mounted 150 litre stainless steel waste/sewage water tank per cubicle complete with 50mm isolating drainage valve with lever to allow dumping of contents into a manhole. All pipework work shall into the tank shall be securely sealed off to prevent contents from over flowing into the cubicle. | |
| 23.12 | Axles | Single Full beam braked axle to accommodate the maximum GVM. | |

| | | Г |
|-------|--|--|
| 23.13 | Trailer suspension | Suitably sized leaf springs to accommodate the maximum GVM |
| 23.14 | Mud guard | Galvanised single wheel mud guard. |
| 23.15 | Jockey wheel | Single wheel to be fitted, minimum diameter of 60mm, minimum weight 300kg |
| 23.16 | Tow hitch/coupler | 1.1 ton braking coupler (Drop bolt eye coupling/50mm ball coupler) To be specified on the purchase order. |
| 23.17 | Towing Plug | 7 pin N-type towing plug must be fitted |
| 23.18 | Wheels | 14-inch-deep dish trailer galvanised wheels |
| 23.19 | Minimum Tires | Minimum 195 x 80 R14 |
| 23.20 | Spare wheel Minimum Sizes | Full size Lockable spare wheel, |
| 23.21 | Colour | White without any decals or branding |
| 23.22 | Brake and Indicator Lights size | 180x95x55mm |
| 23.23 | Reflectors | Red Triangle 150 |
| 23.24 | Reflector Tape | Reflector tape shall be mounted all round in accordance with the relevant SANS regulations. |
| 23.26 | GVM | Maximum = 1000kg |
| 23.27 | Full specification & technical drawings to be submitted with offer | |
| 23.28 | Minimum 12 months warranty to cover the | ne entire trailer supplied |

Item 24: Heavy Duty 3 Axle low bed trailer with rigid swan neck for abnormal load with stand up ramps at the rear.

| Sub Item No. | Technical Specifications | Comply Yes/No |
|--------------------|---|------------------|
| 24.1 | The bidder is to supply and deliver Heavy Duty 3 Axle low bed trailer with rigid swan neck for abnormal load with stand up ramps at the rear. | |
| 24.2 | The bidder shall provide such tools/accessories as required by the operator for day-to-day operation of this equipment in the field. | |
| 24.3 | 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". | |
| | Trailer total length: | |
| 24.4 | Max :15500mm | |
| | Min :13600mm | |
| 24.5 | Minimum Bed Length excluding the step :8000mm | |
| | Beavertail Length: | |
| 24.6 | Max:1172mm | |
| | Min:885 mm | |
| 24.7 | Approximate overall maximum width:2600mm variance of -10% | |
| | Bed Height: | |
| 24.8 | Max:1220mm | |
| | Min:930mm | |
| | 5 th Wheel height (kingpin): | |
| 24.9 | Max:1320mm | |
| | Min:1250mm | |
| 24.10 | Kingpin:50mm | |
| 24.11 | Payload: (Normal) Max :33 000kg Min :30 000kg | |

| | EST Tare Weight : | |
|-------|---|--|
| 24.12 | +/- 10 000 kg variance of 10% | |
| 24.13 | 2 x 2 Speed front landing legs with removable handle height adjustable with a minimum 25 000 kg. | |
| 24.14 | Spare wheel fitted / mounted to the trailer | |
| 24.15 | 80mm x 80mm x 6mm box section galvanised outriggers fitted to each side of trailer extendable to approximately 3000mm | |
| 24.16 | Central toolbox fitted between chassis legs on lower deck | |
| 24.17 | D-shackles recessed into bed of trailer | |
| 24.18 | D-shackles fitted to sides of trailer | |
| 24.19 | 2 x Heavy duty power slide ramps (3 000mm x 900mm), raised and lowered by hydraulic rams, fitted with 6mm chequered plate and grips | |
| 24.20 | Ramps position can be adjusted in-and-out by hydraulic rams max 2980 / min 2260 | |
| 24.21 | 3 x 10 stud /12 ton commercial axles fitted with auto slack adjusters and 310 x 190 brakes (TUV or equivalent certified) | |
| 24.22 | Approximately 40mm Hardwood floor and 6mm chequered plate fitted to neck, bed and beavertail (10% variance) | |
| 24.23 | Loading angle at ramps approximately 12° (±2 on level surface) | |
| 24.24 | Air brake system with WABCO ABS or equivalent (Twin Line) | |
| 24.25 | Air brake chamber fitted to each hub | |
| 24.26 | 13 x tyres fitted to offset nave steel wheels | |
| 24.27 | Spray suppression mudguards fitted behind each set of wheels | |
| 24.28 | Chevron boards fitted to ramps | |
| 24.29 | Abnormal load boards fitted to ramps to be removable / reversible. | |
| 24.30 | Ramps secured with chain / load-binders when not in use. | |

| 24.31 | Integrated 24 Volt electric over hydraulic power pack operates hydraulics, allowing standalone use | |
|-------|---|--|
| 24.32 | 12/24 Volt ISO system 1 set of sealed rear light clusters (SABS) | |
| 24.33 | 5 Pairs of marking lights fitted to sides of trailer and 1 pair of marking lights fitted to sides of ramp | |
| 24.34 | 2 Sets of marking lights fitted to front of main neck | |
| 24.35 | Air (park) brake with Haldex or equivalent park and shunt valves | |
| 24.36 | Emergency line and service line suzi pipes with couplings | |
| 24.37 | Electrical suzi cable for lighting (suzi electrical couplings) | |
| 24.38 | Anderson plug with harness for truck battery connection | |
| 24.39 | Fully NATIS registered and homologated and licensed in the name of The City of Cape Town | |
| 24.40 | Container Locks and spacers 2 x 6 m / 1 x 12m Container | |
| 24.41 | Raise / Lower Valves. | |
| 24.42 | Set of securing chains & tensioners (2 sets of 4) | |
| 24.43 | 1 x cable for charging trailer battery system.(included & fitted) | |
| 24.44 | Trailer hubometer. | |
| 24.45 | Storage boxes in deck. | |
| 24.46 | Painting: All metal parts to be de-scaled and phosphate to SANS10064:2011 | |
| 24.47 | One coat pre-weld primer | |
| 24.48 | 2 intermediate coats 2K etch Filler primer | |
| 24.49 | 2 Final coats Polyurethane Acrylic | |
| 24.50 | Trailer will be painted RED (RAL3001) as specified in the purchase order | |
| 24.51 | The fold-out extension timber, to be supplied. | |

| 24.52 | Full specification & technical drawings to be submitted with offer | |
|-------|--|--|
| 24.53 | Minimum 24 months warranty to cover the entire trailer supplied | |

| Item 25: Heavy duty 3 axle low bed trailer with detachable swan neck for abnormal load. | | |
|---|---|------------------|
| Sub Item No. | Technical Specifications | Comply Yes/No |
| 25.1 | The bidder is to supply and deliver Heavy duty 3 axle low bed trailer with detachable swan neck for abnormal load. | |
| 25.2 | The bidder shall provide such tools/accessories as required by the operator for day-to-day operation of this equipment in the field. | |
| 25.3 | 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". | |
| | Trailer total length: | |
| 25.4 | Max :15500mm | |
| | Min :13600mm | |
| 25.5 | Minimum Bed Length excluding the step :8000mm | |
| | Beavertail Length: | |
| 25.6 | Max:1172mm | |
| | Min:885 mm | |
| 25.7 | Approximate overall width: 2600mm variance of -10% | |
| 25.8 | Bed Height: | |
| | Max:1220mm | |
| | Min:930mm | |
| | 5 th Wheel height (kingpin): | |
| 25.9 | Max:1320mm | |
| | Min:1250mm | |
| 25.10 | Kingpin:50mm | |
| | Payload: (Normal) | |
| 25.11 | Max :33 000kg | |
| | Min :30 000kg | |

| 25.12 | EST Tare Weight: | |
|-------|---|--|
| | +/- 10 000 kg variance of 10% | |
| 25.13 | 2 x 2 Speed front landing legs with removable handle height adjustable with a minimum 25 000 kg | |
| 25.14 | Spare wheel fitted / mounted to the trailer | |
| 25.15 | 80mm x 80mm x 6mm box section galvanised outriggers fitted to each side of trailer extendable to approximately 3000mm | |
| 25.16 | Central toolbox fitted between chassis legs on lower deck | |
| 25.17 | D-shackles recessed into bed of trailer | |
| 25.18 | D-shackles fitted to sides of trailer | |
| 25.19 | 2 x Heavy duty power slide ramps (3 000mm x 900mm), raised and lowered by hydraulic rams, fitted with 6mm chequered plate and grips | |
| 25.20 | Ramps position can be adjusted in-and-out by hydraulic rams max 2980 / min 2260 | |
| 25.21 | 3 x 10 stud /12 ton commercial axles fitted with auto slack adjusters and 310 x 190 brakes (TUV approved) | |
| 25.22 | Approximately 40mm Hardwood floor and 6mm chequered plate fitted to neck, bed and beavertail (10% variance) | |
| 25.23 | Air brake system with WABCO ABS or equivalent (Twin Line) | |
| 25.25 | Air brake chamber fitted to each hub | |
| 25.26 | 13 x tyres fitted to offset nave steel wheels | |
| 25.27 | Spray suppression mudguards fitted behind each set of wheels | |
| 25.28 | Chevron boards fitted to the rear of the trailer. | |
| 25.29 | Abnormal load boards fitted, to be removable / reversible. | |
| 25.30 | Ramps secured with chain / load-binders when not in use. | |
| 25.31 | Integrated 24 Volt electric over hydraulic power pack operates hydraulics, allowing stand-alone use | |

| 25.32 | 12/24 Volt ISO system 1 set of sealed rear light clusters (SABS) |
|-------|---|
| 25.33 | 5 Pairs of marking lights fitted to sides of trailer and 1 pair of marking lights fitted to sides of ramp |
| 25.34 | 2 Sets of marking lights fitted to front of main neck |
| 25.35 | Air (park) brake with Haldex or equivalent park and shunt valves |
| 25.36 | Emergency line and service line suzi pipes with couplings |
| 25.37 | Electrical suzi cable for lighting (suzi electrical couplings) |
| 25.38 | Anderson plug with harness for truck battery connection |
| 25.39 | Fully NATIS registered and homologated and licensed in the name of The City of Cape Town |
| 25.40 | Container Locks and spacers 2 x 6 m / 1 x 12m Container |
| 25.41 | Raise / Lower Valves. |
| 25.42 | Set of securing chains & tensioners (2 sets of 4) |
| 25.43 | 1 x cable for charging trailer battery system.(included & fitted) |
| 25.44 | Trailer hubometer. |
| 25.45 | Storage boxes in deck. |
| 25.46 | Painting: All metal parts to be de-scaled and phosphate to SANS10064:2011 |
| 25.47 | One coat pre-weld primer |
| 25.48 | 2 intermediate coats 2K etch Filler primer |
| 25.49 | 2 Final coats Polyurethane Acrylic |
| 25.50 | Trailer will be painted Golden Yellow (RAL1004) as specified in the purchase order |
| 25.51 | The fold-out extension timber, to be supplied. |
| 25.52 | Full specification & technical drawings to be submitted with offer |
| 25.53 | Minimum 24 months warranty to cover the entire trailer supplied |

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 Servces 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 Purchser;
- 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 Clasue 5.5.8.4 above unless the Purchaser expressly agrees to the contrary, in writing and only after obtaining due internal authority for such agreement.
- 5.8.4 The Supplier represents and warrants to the Purchaser that, in providing Goods and/or Services for the duration of the agreement it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Purchaser from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the Supplier of any third party's Intellectual Property rights.
- 5.8.5 Upon expiry of the contract period and in the event that the Contract is terminated, ended or is declared void, any and all of the Purchaser's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Purchaser by the Supplier and no copies thereof shall be retained by the Supplier unless the Purchaser expressly and in writing, after obtaining due internal authority, agrees otherwise.

Add the following after clause 5.8:

5.9 Protection of Personal Information Act of 2013

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

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

5.10 PERFORMANCE MONITORING

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

7. Performance Security

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

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

- 10.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified in the contract. The time for Delivery of the goods shall be the date as stated on the Purchase Order. In the case of agreements for Delivery of goods in terms of framework or panel agreements, Purchase Orders for the supply and delivery of goods may be raised up until the expiry of a framework or panel agreement, provided that the goods can be delivered within 30 (thirty) days of expiry of the framework or panel agreement. In this context, the "goods" does not include services and carries its ordinary meaning. All Purchase Orders other than for the supply and Delivery of goods (i.e. supply of services, professional services or constructions works), must be completed prior to the expiry of the contract period.
- 10.2 The Purchaser shall determine, in its sole discretion, whether the Goods and/or Services have been delivered in compliance with the Contract, alternatively in such a state that it can be properly used for the purpose for which it was intended. When the Purchaser determines that the Goods and/or Services have been satisfactorily delivered, the Purchaser must issue an appropriate certification, or written approval, to that effect. Invoicing may only occur, and must be dated, on or after the date of such written acceptance of the Goods.

11. Insurance

Add the following after clause 11.1:

- 11.2 Without limiting the obligations of the Supplier in terms of this Contract, the Supplier shall effect and maintain the following additional insurances:
- 11.2.1 Public liability insurances, in the name of the Supplier, covering the Supplier and the Purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **[R20 million]** for any single claim;
- 11.2.2 Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the Supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;
- 11.2.3 Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the Supplier's broker or the insurance company itself (see the Pro Forma Insurance Broker's Warranty).
- 11.2.4 In the event of under insurance or the insurer's repudiation of any claim for whatever reason, the Purchaser will retain its right of recourse against the Supplier.

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

15. Warranty

Add to Clause 15.2:

15.2 The warranty for this Contract shall remain valid for **12 Months/24 Months** months from date of Delivery of the Goods and/or Services. See Table below:

| ITEM NO | DESCRIPTION | PERIOD |
|---------|--|-----------|
| 1 | 6ft Trailer with integrated nosecone including handover training | 12 Months |
| 2 | 7ft Trailer with integrated nosecone including handover training. | 12 Months |
| 3 | 6 Berth Dog Trailer including handover training | 12 Months |
| 4 | 8 Berth Dog Trailer including handover training | 12 Months |
| 5 | Two Berth Horse Trailer including handover training | 12 Months |
| 6 | Twin Jet Ski Trailer including handover training | 12 Months |
| 7 | Single Jet Ski Trailer including handover training | 12 Months |
| 8 | Motorcycle Trailer including handover training | 12 Months |
| 9 | Quad Bike Trailer including handover training | 12 Months |
| 10 | 500 litre Mobile Fuel Tanks Trailer including handover training | 12 Months |
| 11 | 1000 litre Mobile Fuel Tanks Trailer including handover training | 12 Months |
| 12 | 1500 litre Mobile Fuel Tanks Trailer including handover training | 12 Months |
| 13 | 2000 litre Mobile Fuel Tanks Trailer including handover training | 12 Months |
| 14 | 500 litre Mobile Potable/Non-Potable Water Tank Trailer including handover training | 12 Months |
| 15 | 1000 litre Mobile Potable/Non-Potable Water Tank Trailer including handover training | 12 Months |

| 16 | Mesh Trailer Single Axle including handover training | 12 Months |
|----|--|-----------|
| 17 | Mesh Trailer Double Axle including handover training | 12 Months |
| 18 | Skid Trailer including handover training | 12 Months |
| 19 | High Visibility Trailer including handover training | 12 Months |
| 20 | Mobile Ventilation Trailer including handover training | 12 Months |
| 21 | Large Kiosk Trailer including handover training | 12 Months |
| 22 | Small Kiosk Trailer including handover training | 12 Months |
| 23 | Ablution Trailer including handover trailer | 12 Months |
| 24 | Heavy duty 3 axle low bed trailer for abnormal load with stand-up ramps at the rear including handover training. | 24 Months |
| 25 | Heavy duty 3 axle low bed trailer with detachable swan neck for abnormal load including handover training. | 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.

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

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

Add the following after clause 16.4

- 16.5 Notwithstanding any amount stated on the Purchase Order, the Supplier shall only be entitled to payment for Goods and/or Services actually delivered in terms of the Specification and Drawings, or any variations thereof made in accordance with clause 18. Any contingency sum included shall be for the sole use, and at the discretion, of the Purchaser.
- 16.6 The Purchaser will only make advanced payments to the Supplier in strict compliance with the terms and conditions as contained in the Pro forma Advanced Payment Guarantee and only once the authenticity of such guarantee has been verified by the Purchaser's Treasury Department.

17. Prices

Add the following after clause 17.1

- 17.2 If as a result of an award of a contract beyond the original tender validity period, the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then the contract may be subject to contract price adjustment for that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Purchaser delegated authority if such was not included in the bid documents.
- 17.3 If as a result of any extension of time granted, the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then contract price adjustment may apply to that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents.
- 17.4 The prices for the goods and/or Services delivered and services performed shall be subject to contract price adjustment in terms of Schedule F.1 Contract Price Adjustment and/or Rate of Exchange Variations and the following conditions will be applicable:

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

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

20. Subcontracts

Add the following after clause 20.1:

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

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

Delete clause 22.1 and replace with the following:

- 22.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods and/or Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from amounts payable, as a penalty, a sum as stated herein for each day of the delay until actual Delivery or performance.
 - In the event that the actual delivery for goods ordered in terms of this tender exceeds the contracted delivery period, a penalty of 1% per week of the value of the P/O will be imposed. No such penalties shall exceed 10% of the value of the P/O concerned.
- 22.2 The Purchaser shall, without prejudice to its other remedies under the contract, deduct from amounts payable, financial penalties as contained on the Preference Schedule for breaches of the conditions upon which preference points were awarded.

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

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

Add the following after clause 23.7:

- 23.8 In addition to the grounds for termination due to default by the Supplier, the Contract may also be terminated:
- 23.8.1 Upon the death of the Supplier who was a Sole Proprietor, or a sole member of a Close Corporation, in which case the contract will terminate forthwith.
- 23.8.2 If the Parties, by mutual agreement, terminate the Contract.
- 23.8.3 If a material irregularity vitiates the procurement process leading to the conclusion of the Contract, rendering the procurement process and the conclusion of the resulting Contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective the Contract may be terminated by the Purchaser (upon conclusion of applicable processes by the City Manager as described in the Purchaser's SCM Policy).
- 23.8.4 Reputational risk or harm to the Purchaser

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

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

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

to the Supplier.

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

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

- 26.1 In the event of the Supplier becoming bankrupt or otherwise insolvent the Purchaser may elect to:
- 26.1.1 At any time, terminate the Contract by giving written notice to the Supplier; or
- 26.1.2 Accept a Supplier's proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms or takes steps to ensure its rights are protected and any negative impact on service delivery is mitigated.
- 26.2 In the event of the Purchaser electing to cancel the Contract in accordance with clause 26.1.1 above, the Purchaser shall make payment of all verified and signed off invoices. In the event of there being any dispute in respect of any outstanding invoices such dispute shall be dealt with in accordance with the dispute resolution mechanism in the Contract.

27. Settlement of Disputes

Amend clause 27.1 as follows:

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

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

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

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

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

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

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

28. Limitation of Liability

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

- (a) notwithstanding any provision to the contrary contained in this contract, neither the supplier nor any of its officers, directors, employees, agents contractors, consultants or other representatives shall be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect, incidental, special or consequential loss or damage of any kind, including without limitation the loss of use, loss of production, or loss of profits or interest costs, loss of goodwill, lost or damaged data or software, costs of substitute products/services and/or loss of business or business opportunities (whether foreseeable or unforeseeable), provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser;
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the sums insured in terms of clause 11 in respect of insurable events,

or where no such amounts are stated, to an amount equal to twice the Contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

Add the following after clause 28.1:

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

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

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

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

32. Taxes and Duties

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

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

Add the following after clause 32.3:

32.4 The VAT registration number of the CCT is 4500193497.

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations

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

36. WORKSHOP PREMISES AND FACILITIES

- 36.1. The supplier must within sixty (60) days from commencement of the contract, establish a Workshop Facility within the Geographical Boundaries of the City of Cape Town which meets the requirements set out in Specifications in full, and otherwise meets the requirements necessary for the supplier to render the services contemplated in this contract and to meet its obligations.
- 36.2. The City of Cape Town may perform only one (1) technical assessment of the Workshop Facility mentioned in clause 36.1 above, to confirm that it complies with the requirements set out in Specifications and otherwise meets the requirements necessary for the supplier to render the services contemplated in this contract and to meet its obligations.
- 36.3. Should the supplier fail to establish a Workshop Facility which complies with the aforementioned requirements, within the sixty (60) days mentioned in clause 36.1 above or a reduced period as contemplated in clause below, this shall be a material breach of the contract and the City shall be entitled to terminate the contract forthwith and without further notice to the supplier. The date on which the aforementioned technical assessment shall be held, will not exceed two (2) weeks from expire of the sixty (60) days period.
- 36.4. The supplier may inform the City of Cape Town that it is ready for the technical assessment referred to in clause 36.2 above, earlier than the sixty (60) day period mentioned in clause 36.1 above, in which case the supplier shall forfeit the remaining days of the aforementioned period and the City of Cape Town shall be entitled to conduct the technical assessment at an agreed date and time between the parties, which shall not exceed two (2) weeks from receipt from the suppliers notification in terms of this clause.
- 36.5. The supplier shall cooperate fully and in good faith with the City of Cape Town in arranging for and assisting the City of Cape Town with the technical assessment referred to in clause 36.2 above, including but not limited to providing the City of Cape Town with access to all parts of the Workshop Facility during that assessment and demonstrating to the City all aspects of the facility relevant for the aforementioned technical assessment.
- 36.6. Notwithstanding the contents of 36.1 to 36.5 above, the City of Cape Town reserves the right, at its sole discretion and on fourteen (14) days' notice, to perform technical assessments of the Workshop Facility during the tenure of the contract as and when required, to ensure that the Workshop Facility meets the requirements set out in Specifications in full, and otherwise meets the requirements necessary for the supplier to render the services contemplated in this contract and to meet its obligations. Should the outcome of the technical assessment be that the Workshop Facility is not compliant with the aforesaid requirement, this shall be a material breach of the contract.
- 36.7. The City of Cape Town reserves the right to conduct adhoc inspections of the tenderers IN-CONTRACT activities. Work will be suspended based on the severity of any adverse findings during the inspections.

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

C.7 GENERAL CONDITIONS OF CONTRACT

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

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1. Definitions

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

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

- 1.24 'Services' means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance, and other such obligations of the supplier covered under the contract.
- 1.25 'Written' or 'in writing' means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders, including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable, a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for the purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1, except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself, mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance Security

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

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

8. Inspections, tests and analyses

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

9. Packing

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

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

14. Spare parts

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

15. Warranty

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

- 15.2 This warranty shall remain valid for 12 (twelve) months after the goods, or any portion thereof, as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for 18 (eighteen) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in the SCC.
- 15.3 The purchaser shall notify the supplier promptly, in writing, of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in the SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if, and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall notify the purchaser promptly, in writing, of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the Parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.
- 27.2 If, after 30 (thirty) days, the Parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein.
 - (a) the Parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due to the supplier.

28. Limitation of Liability

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

29. Governing language

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

30. Applicable Law

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

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail, and any other notice to him shall be posted by ordinary mail, to the address furnished in his bid or to the address notified later by him in writing; and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and Duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, licence fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

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

C.8 ANNEXURES

Letterhead of supplier's Insurance Broker

Annexure A – Pro Forma Insurance Broker's Warranty

| Date | |
|---|---|
| CCT City Manager Civic Centre 12 Hertzog Boulevard Cape Town 8000 | |
| Dear Sir | |
| TENDER NO.: | 192G/2023/24 |
| | N: SUPPLY AND DELIVERY OF VARIOUS TRAILERS FOR THE CITY OF CAPE TOWN |
| NAME OF SUPPLIER: _ | |
| contract have been issu interests of the CCT with | reby confirm and warrant that all the insurances required in terms of the abovementione and and/or in the case of blanket/umbrella policies, have been endorsed to reflect the regard to the abovementioned contract, and that all the insurances and endorsements with the requirements of the contract. |
| I furthermore confirm tha | at all premiums in the above regard have been paid. |
| Yours faithfully | |
| | |
| Signed: | |

_____ (Supplier's Insurance Broker)

For:

Annexure B – Monthly Project Labour Report

NOT APPLICABLE

Annexure C - Pro Forma Performance Security/ Guarantee

NOT APPLICABLE

Annexure D - Pro Forma Advance Payment Guarantee

NOT APPLICABLE

Annexure F - Tender Returnable Documents

Schedule F.1: Contract Price Adjustment

- 8.1 The Contract Price Adjustment mechanism and/or provisions relating to Rate of Exchange Variation, contained in this schedule is compulsory and binding on all Suppliers.
- 8.2 Failure to complete this schedule or any part thereof may result in the tender offer being declared non-responsive.
- 8.3 Suppliers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule, failing which the tender offer shall be declared non-responsive.
- 8.4 Suppliers are not permitted to offer firm prices except as provided for in the Price Schedule, and if the Supplier offers firm prices in contravention of this clause the tender offer shall be declared non-responsive.

8.5 CONTRACT PRICE ADJUSTMENT MECHANISM:

8.5.1 GOODS AND/OR EQUIPMENT: SUPPLIER/ MANUFACTURER PRICE LIST VARIATIONS

- Tenderers may request price adjustments based on clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.
- Prices will remain fixed for the first twelve (12) months from date of commencement of contract, thereafter contract price adjustments in accordance to Supplier/Manufacturer Price List bi-annually.
- Any claim for an increase in the Contract price shall be submitted in writing to the:

Director Supply Chain Management, City of Cape Town, PO Box 655, Cape Town, 8000

or

by email to: **CorporateFleet.Contracts@capetown.gov.za** and Yolande.VanDenBergh@capetown.gov.za

15 days prior to the price adjustment becoming effective.

- Suppliers must supply the following documentation when applying for a price variation:
 - > The Supplier/Manufacturer price list(s) that the tender was based upon clearly indicating the item numbered according to the tender pricing schedule (Table to be completed below for Contractors who are not the Manufacturer/Supplier).
 - The new price list on the <u>signed Supplier/Manufacturers letter head (excepting for pamphlets, brochures and e-mail communication)</u> clearly indicating the item(s) according to the tender pricing schedule from the same Supplier/Manufacturer from date of tender.
 - Copies of price lists on which tender prices are based must be enclosed for all items. The items referenced to the Pricing Schedule must be clearly identified on the price list.
 - > Suppliers will be entitled to claim only the difference between the cost of the product as per the Supplier/Manufacturers price list at the time of tendering and the new cost. Documentation together with detailed calculations to this effect must be submitted with the request.
 - Detailed calculations indicating how the "new" price is established. The calculations must be submitted on an excel spreadsheets together with a pdf signed spreadsheet. The example below of the spreadsheet is what is required.

| Item | Description | Material | Tender Price | Old Supplier/ | New Supplier/ | Difference | New |
|------|-------------|----------|--------------------|------------------|------------------|--------------|----------|
| No. | | No | For first request, | Manufacturer | Manufacturer | between the | Contract |
| | | | use tender price, | Price List dated | Price List dated | old and new | Price |
| | | | for subsequent | (Excl. Vat) | (Excl. Vat) | manufacturer | (Excl. |
| | | | requests, use new | | | Price list | VAT) |
| | | | Supplier/ | | | | |
| | | | Manufacturer | | | | |
| | | | contract price | | | | |
| 1 | | | | | | | |
| 2 | | | | | | | |

- Covering letter on a letterhead from contractor requesting the variation. All documentation to be signed by relevant parties **prior** to the date upon which the price variation would become effective.
- The effective date of any price increases granted will be at the date when <u>all</u> the above mentioned documentation is submitted or in exceptional circumstances at the discretion of the Contract Manager. It must be noted that the date that only partial submission of documents will not be the date that will be considered when the price adjustment is granted, only when ALL signed documentation is submitted then the variation will be granted if the price is acceptable and market related.
- In instances where the supplier's price claimed is less than entitled, the lesser price will be accepted.
- Orders placed prior to the effective date will not be allowed to be varied. Only the difference in cost will be allowed to be varied and under no circumstances may the supplier increase their profit margin.
- In the event of a supplier changing their supplier/manufacturer during the tenure of the contract, any request for price variations will not be considered unless the supplier obtains prior approval from the Contract Manager.

Process that will be followed:

- Supplier submits all the documentation indicated above prior to the effective date of the variation.
- > The City will consider the variation and based on the documentary evidence, the City may approve the variation.
- > Letters authorising the price variation will be communicated to the supplier indicating the effective date.
- All purchase orders for the contracted goods shall be issued at, and the Goods supplied, invoiced and paid for at the contract unit prices approved for that period and no further contract price adjustment claims will be considered, irrespective of the actual month of delivery and whether or not deliveries were subject to any manufacturing or delivery delays.
- All purchase orders from the effective date will be generated at the approved contract price. Purchase orders placed prior to the effective date will not be varied.
- The CCT reserves the right to withhold payment of any claim for contract price adjustment while only provisional figures are available and until the final (revised) figures are issued by the relevant authority.
- When submitting a claim for contract price adjustment, a supplier shall indicate the <u>actual amount</u> claimed for <u>each item</u>. Percentage increases will not be considered. A mere notification of a claim for contract price adjustment without stating the new price claimed for each item shall, for the purpose of this clause, not be regarded as a valid claim.
- The CCT reserves the right to request the supplier to submit auditor's certificates or such other documentary
 proof as it may require in order to verify a claim for contract price adjustment. Should the supplier fail to submit
 such auditor's certificates or other documentary proof to the CCT within a period of 30 (thirty) days from the
 date of the request, it shall be presumed that the supplier has abandoned his claim.
- The CCT reserves the right to apply the indices available at the date of the claim submitted by the Supplier.

CONTRACT PRICE ADJUSTMENT USING SUPPLIER/MANUFACTURER PRICE LISTS: THE SUPPLIER IS REQUIRED TO COMPLETE THE TABLE BELOW.

| Item no. as per the Pricing | Description as per the Pricing Schedule | Name of Supplier /Manufacturer | Date of Price List/Quotation upon | Price List/Quotation Reference Number |
|-----------------------------------|--|-----------------------------------|--------------------------------------|--|
| Schedule | Theing beneadle | /iviarialactarci | which tender is based | TOTOTOTIOC INGINIDO |
| Ocheduic | | | | |
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Schedule F.2: Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums

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

| 1. | | by authorize Mr/Ms, of the authorised entity, |
|----|--------|--|
| | acting | g in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any act resulting from it on the partnership/joint venture/ consortium's behalf. |
| 2. | By si | gning 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 PAR | RTNERS OF THE PARTNERSHIP/ JOII | NT VENTURE/ CONSORTIUM |
|-------------------|---------------------------------|---------------------------|
| NAME OF FIRM | ADDRESS | DULY AUTHORISED SIGNATORY |
| Lead partner | | |
| | | Signature |
| | | Nome |
| | | Name |
| | | Designation |
| | | Signature |
| | | 3 |
| | | Name |
| | | Designation |
| | | Signature |
| | | o.ig.riataro |
| | | Name |
| | | Designation |
| | | Siam at una |
| | | 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:

| | | ou to propare arritual irrial | ncial statements for a | T Todos mark with X) |
|-----------------------|---|--|--|--|
| | YES | | NO | |
| | (i) For the past the (ii) Since the date | e of establishment of the to | enderer (if establishe | d during the past three years) ocuments Attached by Tende |
| 2. | | | | I services towards the CCT or of an 30 (thirty) days? (Please m |
| | YES | | NO | |
| | services towa | rds any municipality for r erdue for more than 30 (th | more than three (3) | sputed commitments for munic (three) months in respect of wh |
| 3. | Has any contract beer | n awarded to you by an or | gan of state during th | ne past five (5) years? (Please |
| | mark with X) | | l No | · |
| | YES | | NO | |
| | concerning the exec | | Alternatively attach | material non-compliance or disp the particulars to List of Ot |
| | | | Contract | Non-compliance/dispute |
| | Organ of State | Contract Descriptio | Contract | |
| | | | Contract | Non-compliance/dispute |
| | | | Contract | Non-compliance/dispute |
| 4. | Organ of State Will any portion of the | Contract Descriptio | n Contract Period urced from outside the | Non-compliance/dispute (if any) ne Republic, and if so, what por |
| 4. | Organ of State Will any portion of the and whether any port | Contract Descriptio | n Contract Period urced from outside the | Non-compliance/dispute (if any) ne Republic, and if so, what por |
| 4. | Will any portion of the and whether any port (Please mark with X) | Contract Description a goods or services be so ion of payment from the | n Contract Period urced from outside the CCT is expected to lead to l | Non-compliance/dispute (if any) ne Republic, and if so, what port |
| 4. | Organ of State Will any portion of the and whether any port (Please mark with X) | Contract Description a goods or services be so ion of payment from the | n Contract Period urced from outside the CCT is expected to lead to l | Non-compliance/dispute (if any) ne Republic, and if so, what port |
| 4. | Will any portion of the and whether any port (Please mark with X) | Contract Description a goods or services be so ion of payment from the | n Contract Period urced from outside the CCT is expected to lead to l | Non-compliance/dispute (if any) ne Republic, and if so, what por |
| 4. | Will any portion of the and whether any port (Please mark with X) | Contract Description a goods or services be so ion of payment from the | n Contract Period urced from outside the CCT is expected to lead to l | Non-compliance/dispute (if any) ne Republic, and if so, what port |
| e ter rect en a | Will any portion of the and whether any port (Please mark with X) YES If YES, furnish particular and acknowledges the against the tenderer, the | contract Description agoods or services be so ion of payment from the dars below that the information set is at failure to properly and treater being disqualified | urced from outside the CCT is expected to lead to the NO count in this schedule uthfully complete this and/or (in the event | Non-compliance/dispute |
| e ter | Will any portion of the and whether any port (Please mark with X) YES If YES, furnish particul enderer hereby certifies t, and acknowledges the against the tenderer, the lation of the contract, re | contract Description agoods or services be so ion of payment from the dars below that the information set is at failure to properly and treater being disqualified | urced from outside the CCT is expected to lead to the NO count in this schedule uthfully complete this and/or (in the event | Non-compliance/dispute (if any) The Republic, and if so, what portion to transferred out of the Republic and/or attached hereto is true as schedule may result in steps be that the tenderer is successful) |

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 90/10 preference point system.

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

The following definitions shall apply to this schedule:

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

90/10

Or

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration Pmin = Price of lowest acceptable tender

4. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT – NOT APPLICABLE

5. POINTS AWARDED FOR SPECIFIC GOALS

DECLARATION WITH REGARD TO COMPANY/FIRM

- 5.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/documentation stated in the conditions of this tender:
- 5.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system.

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

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

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

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

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

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

| | | | onal Liability C | Company | | | | |
|--------|--|--|--|---|---|---|--|--|
| | | | Limited | | | | | |
| | | Non- | -Profit Compar | ny | | | | |
| | | State | e Owned Comp | pany | | | | |
| | [Tio | k appli | cable box] | | | | | |
| 5.6 | I, the class present in the class in the cla | ne unde imed, beference The information The paragrage In the and 4. of state | rsigned, who is assed on the sets) shown and formation furnition furnition formation furnition aph 1 of this formation of a configuration according to the sharehold obtaining but assed on the sharehold of the sharehold of the sharehold of the sharehold obtaining but assed on the sharehold of the | specific goals I acknowledgeshed is true are the claimed are tract being away be required as are correct; have been claimed, been fulfilled, experson from the sen for a claim that the tended ders and directs siness from are | as advised in the e that: and correct; e in accordance or arded as a result of red to furnish documed or obtained of the organ of state the tendering procamages it has incoming any damages rable arrangement are or Supplier, its tors who acted on any organ of state of | with the Ger of points clair umentary pro- on a fraudule e may, in add ess; curred or suff which it has s due to such s shareholder a fraudulent for a period r | mpany/firm, certify the alifies the company/ meral Conditions as med as shown in part of to the satisfaction and basis or any of the lition to any other refered as a result of the cancellation; and directors, or compass, be restricted from the exceeding 10 years been applied; and | firm for the indicated in agraphs 4.1 of the organ e conditions medy it may that tof |
| | | (e) | | | inal prosecution, if | | | |
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| | | | | | | | | |
| Signat | ure of | Tende | rer | Date | Name and St | urname | Address | |
| Signat | G10 01 | · ondo | . •. | 2010 | , riamo ana ot | <i>x</i> (3)110 | , | |
| | | | | | | | | |
| | | | | | | For officia | ıl use. | |
| | | | | | | | _ | |

| For official use. | | | | | |
|-------------------|--|----|--|--|--|
| 0.0 | SIGNATURE OF CCT OFFICIALS AT TENDER OPENING | | | | |
| 1. | 2. | 3. | | | |

Schedule F.5: Declaration of Interest – State Employees (MBD 4 amended)

- 1. No bid will be accepted from:
 - 1.1 persons in the service of the state¹, or
 - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
 - 1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town (CCT) during the previous twelve (12) months, or
 - 1.4 from an entity who has employed a former CCT employee who was at a level of T14 of higher at the time of leaving the CCT's employ and involved in any of the CCT's bid committees for the bid submitted, if:
 - 1.4.1 the CCT employee left the CCT's employment voluntarily, during the previous twelve (12) months:
 - 1.5 a person who was a CCT employee, or an entity that employs a CCT employee, if
 - 1.5.1 the CCT employee left the CCT's employment whilst under investigation for alleged misconduct, or
 - 1.5.2 was facing disciplinary action or potential disciplinary action by the CCT, or
 - 1.5.3 was involved in a dispute against the CCT during the previous thirty six (36) months.
- 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

| 3. | In ord bid. | der to give effect to the above, the following questionnaire must be completed and submitted with the |
|----|----------------|--|
| | 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 <u>paragraph 4</u> 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 shareholders or stakeholder 3.13.1 If yes, furnish particular. | s in service of the state? YE | | |
|---|--|---|--|--|--|
| 3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholder company have any interest in any other related companies or business whether or not bidding for this contract? YES / NO 3.14.1 If yes, furnish particulars: | | | | | |
| | 3.15 | | rvice of the CCT in the past | rinciple shareholders, or stakeholders of twelve months? YES / NO | |
| | 3.16 | | the CCT, and who was invo | he CCT at a level of T14 or higher at the lived in any of the CCT's bid committee: | |
| 4. | Full d | etails of directors / trustees / n | nembers / shareholders | | |
| | | Full Name | Identity Number | State Employee Number | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | ble does not sufficient to provide tender submission. | de the details of all directors | / trustees / shareholders, please append | |
| corr take | ect, and acen against for agai | cknowledges that failure to pro the tenderer, the tender being | perly and truthfully complete disqualified, and/or (in the e | dule and/or attached hereto is true and this schedule may result in steps being event that the tenderer is successful) the the CCT of any other remedies available | |
| Prin | nature t name: behalf of th | ne tenderer (duly authorised) | Date | | |
| | CM Regulation i a membelo (i) (ii) (iii) | ons: "in the service of the state" me r of – any municipal council; any provincial legislature; or the national Assembly or the r | | | |
| (c (d (e |) an official) an emplo the mean) an execut | r of the board of directors of any m I of any municipality or municipal e yee of any national or provincial de ing of the Public Finance Managem tive member of the accounting auth yee of Parliament or a provincial le | ntity; partment, national or provincial ent Act, 1999 (Act No.1 of 1999); ority of any national or provinci | | |

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

| | enderer shall declare whe itted. (Please mark with 2 | | lict of interest in the | transaction for v | which the tender is |
|------------------------------|--|---|--|--------------------------------------|--|
| | YES | | NO | | |
| 1.1 | If yes, the tenderer is re | equired to set out th | ne particulars in the | table below: | |
| | | | | | |
| | enderer shall declare whe ed or granted: | ether it has directly o | or through a represe | ntative or interm | ediary promised, |
| 2.1 | Any inducement or rew | vard to the CCT for | or in connection with | h the award of th | is contract; or |
| 2.2 | Any reward, gift, favor implementation of the s | | | | |
| | YES | | NO | | |
| | | | | | |
| Should th | • | of the CCT, please | idulent transaction e contact the follow ne at 0800 32 31 30 | ving: | e procurement |
| correct, and a taken against | hereby certifies that the acknowledges that failure to the tenderer, the tender but the contract, restriction of | to properly and trut being disqualified, a | nfully complete this and/or (in the event | schedule may re that the tenderer | sult in steps being is successful) the |
| Signature Print name: | the tenderer (duly authoris | |)ate | | |

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

Where the entity tendering is a partnership/joint venture/consortium, each party to the partnership/joint venture/consortium must sign a declaration in terms of the Municipal Finance Management Act, Act 56 0f 2003, and attach it to this schedule.

- 1 The tender offer of any tenderer may be rejected if that tenderer or any of its directors/members have:
 - a) abused the municipality's / municipal entity's supply chain management system or committed any fraudulent conduct in relation to such system;
 - b) been convicted for fraud or corruption during the past five years;
 - c) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or Database of Restricted Suppliers.
- 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? | Yes | No |
| | (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. | | |
| 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? | Yes | № |
| | 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. | | |
| 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 | 2 □ |
| 2.3.1 | If so, furnish particulars: | | |
| Item | Question | Yes | No |

| | 2.4 | municipality / municipal entity, that is in arrea | pal entity, or to any other | Yes | NO | |
|--------------|----------------------------------|---|--|------------|----------------------|-------------|
| | 2.4.1 | If so, furnish particulars: | | | | |
| | 2.5 | Was any contract between the tenderer and to or any other organ of state terminated during failure to perform on or comply with the contract. | the past five years on account of | Yes | No | |
| | 2.5.1 | If so, furnish particulars: | | | | |
| corr take | ect, and n again cellation | er hereby certifies that the information set out I acknowledges that failure to properly and truth st the tenderer, the tender being disqualified, an of the contract,, restriction of the tenderer or the | fully complete this schedule may r nd/or (in the event that the tendere | esult in a | steps be cessful) | eing the |
| Prin | nature t name: pehalf o | Date of the tenderer (duly authorised) | ate | | - | |

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

| To: | THE C | CITY MANAGER | R, City of Cape Town | | | | | |
|--|--|---|--|--|---|--|--|--|
| From: | (Name of tenderer) | | | | | | | |
| RE: A | UTHO | ŕ | FOR THE DEDUCTIO | N OF OU | ITSTANDING AMO | UNTS OWED TO | | |
| The ter | nderer: | | | | | | | |
| a)b)c) | tender (or any in arre therefor or any | of the tenderer y of its directors ears for more that ore hereby agre of its directors/ | is that according to SCM if any municipal rates and /members/partners) to the an 3 (three) months; and ees and authorises the CC members/partners from aron as set out in the tables | taxes or mu CCT, or to T to deduct my payment | unicipal service charges any other municipality of the full amount outstar due to the tenderer; an | owed by the tenderer or municipal entity, are nding by the Tenderer d | | |
| | Physi | cal Business a | address(es) of the tender | er | Municipal Account number(s) | Inside the CCT municipal boundary (Yes/No) | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | space for all the names, p r schedule in the same for | | n the information to List | of other documents | | |
| Dire Mem | ne of ctor / lber / tner | Identity Number | Physical residential a Director / Member / | ddress of Partner | Municipal Account number(s) | Inside the CCT municipal boundary (Yes/No) | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| correct taken a | and ac | cknowledges that the tenderer, th | that the information set of at failure to properly and treated the etender being disqualified estriction of the tenderer or | uthfully com I, and/or (in | plete this schedule ma the event that the tend | y result in steps being erer is successful) the | | |
| Signati Print na On beh | ame: | ne tenderer (dul | y authorised) | Date | | | | |

Schedule F.9: Certificate of Independent Tender Determination

| DELIVE | ERY OF VAR | in submitting this te IOUS TRAILERS FOR eby make the followin | R THE CITY OF | CAPE TOWN in r | esponse to the | tender invitation | made |
|-----------|--|--|--|--|---|---|---|
| I certify | , on behalf of: | | | | (N | lame of tendere | r) that: |
| 1. | I have read a | and I understand the o | contents of this (| Certificate; | | | |
| 2. | I understand every respec | I that this tender will bot; | e disqualified if | this Certificate is | found not to be | e true and comp | lete in |
| 3. | I am authoris | sed by the tenderer to | sign this Certific | ate, and to submi | t this tender, on | behalf of the ten | iderer; |
| 4. | | n whose signature app , and to sign, the tend | | | thorised by the | tenderer to dete | rmine |
| 5. | any individua (a) (b) | oses of this Certificate all or organisation other has been requested to could potentially subqualifications, abilities provides the same go as the tenderer. | er than the tende o submit a tende mit a tender ir or experience; | erer, whether or n er in response to to n response to th and | ot affiliated with this tender invita iis tender invita | the tenderer, wation; ation; ation, based or | /ho: n their |
| 6. | agreement of | er has arrived at this or arrangement with a onsortium ¹ will not be | any competitor. | However, comm | unication betwe | | |
| 7. | communicat (a) (b) (c) (d) (e) | without limiting the go ion, agreement or arra prices; geographical area wh methods, factors or fo the intention or decision the submission of a st tender; or tendering with the inte | ere product or sommer and a product or sommer and to some to submit or retender which do | ervice will be rencalculate prices; not to submit a teles not meet the | garding: dered (market a nder; | illocation); | |
| 8. | competitor r | there have been no c egarding the quality, services to which this | quantity, specif | fications and cor | | | |
| 9. | | f this tender have not tor, prior to the date a | | | | | |
| 10. | practices relaced Commission the Competition criminal in period not experied to the competition of the compe | hat, in addition and wated to tenders and conformation and tion Act, Act 89 of 199 investigation, and/or naceeding 10 (ten) year of any other application. | ontracts, tenders possible imposit 8, and/o/r may b nay be restricted irs in terms of th | s that are suspicion tion of administrative re reported to the diffrom conducting the Prevention and | ous will be repor tive penalties in National Prose o business with | ted to the Comp terms of sectior cuting Authority the public secto | etition n 59 of (NPA) or for a |

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 <u>reference such letter in this schedule</u>. 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 $\underline{\text{NIL}}$ and signed by the Tenderer.

| PAGE | CLAUSE OR ITEM | PROPOSED DEVIATION OR QUALIFICATION |
|------|----------------|-------------------------------------|
| | | |
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| List relevant documentation attached in Schedule F.10 below. | | | | | | | |
|--|-------------------------------|----------------------|------|--|--|--|--|
| | | | | | | | |
| | | | | | | | |
| | ature | | | | | | |
| | name: ehalf of the tendere | er (duly authorised) | Date | | | | |

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

| | Date of Document | Title of Document or Description |
|-----------------------|--------------------------|---|
| | Date of Document | (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. |
| Signatur Print nar | | |

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

Date

Print name:

On behalf of the tenderer (duly authorised)

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

The following documentation must be submitted with the tender submission or upon request from the City of Cape Town. Tenderer to complete the table below:

| No. | DESCRIPTION | | |
|-----|---|--|--|
| | 1 If the tenderer is an Authorised Reseller, a letter shall be submitted on a signed Manufacturers letterhead accompanied with a copy of the Manufacturer Certificate of Registration for MIB (Manufactuer/importer/builder). | | |
| а | 2 The Certificate of Registration for MIB (Manufactuer/Importer/Builder) shall be in accordance with the National Road Traffic Act. 1996. | | |
| | 3 If a tenderer is a manufacturer a copy of the Certificate of Registration for MIB (Manufactuer/Importer/Builder) shall be accompanied with the tender submission. | | |
| | 4 The Certificate of Registration for MIB (Manufactuer/Importer/Builder) shall be in accordance with the National Road Traffic Act. 1996. | | |
| b | Complete the table of Section B: Technical Specification in full (All items tendered for). | | |
| С | Tenderers must submit a current brochure with technical information and technical drawings on their tendered product, with their tender submission or upon request (<u>All items tendered for</u>). | | |

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

Schedule F.14: Appeal Application

annexure 'B' OFFICIAL RECEIPT IRISITI ESESIKWENI AMPTELIKE KWITANSIE (Valid only if printed by official cash (Isemthethweni kuphela (Geldig alleenlik indien deur amptelike kontantvangs xa ishicilelwe receipting machine) ngumatshini wokukhupa masjien gedruk.) irisiti osesikweni.) GL DATA CAPTURE RECEIPT (CASHIERTO RETAIN A COPY) RECEIPT NO: __ SAP GL: 8 1 0 1 0 0 PROFIT CENTRE: 1 3 0 5 0 0 0 1 NAME/COMPANY NAME: AMOUNT: R 3 0 0 - 0 0 SERVICE DEPARTMENT DETAILS-DEPARTMENT: LEGAL SERVICES: APPEALS UNIT CONTACT PERSON: CHARLENE CEBEKHULU / MELANIE CLOETE PHONE NO: 021 400 2503 / 021 400 3788 OFFICIAL RECEIPT IRISITI ESESIKWENI AMPTELIKE KWITANSIE (Geldig alleenlik indien deur amptelike kontantvangs (Isemthethweni kuphela (Valid only if printed by official cash xa ishicilelwe receipting machine) ngumatshini wokukhupa masjien gedruk.) irisiti osesikweni.) GL DATA CAPTURE RECEIPT (CASHIERTO RETAIN A COPY) RECEIPT NO: __ DATE: _ SAP GL: 8 1 0 1 0 0 PROFIT CENTRE: 1 3 0 5 0 0 0 1 NAME/COMPANY NAME: AMOUNT: R 3 0 0 - 0 0 SERVICE DEPARTMENT DETAILS-

Making progress possible. Together.

DEPARTMENT: LEGAL SERVICES: APPEALS UNIT

12 HERTZOG BOULEVARD CAPE TOWN 8001 P O BOX 298 CAPE TOWN 8000

PHONE NO: 021 400 2503 / 021 400 3788

IZIKO LOLUNTU

CIVIC CENTRE

www.capetown.gov.za

CONTACT PERSON: CHARLENE CEBEKHULU / MELANIE CLOETE

BURGERSENTRUM