


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

**TENDER NO: 237S/2023/24**

**TENDER DESCRIPTION: REQUEST FOR SERVICE PROVIDERS TO BE PART OF A PANEL OFFERING SERVICING, DIAGNOSTIC TESTING, FAULT FINDING AND REPAIRS OF MOTORCYCLES, LIGHT VEHICLES AND TRUCKS FOR THE CITY OF CAPE TOWN FLEET**

**CONTRACT PERIOD: FROM DATE OF COMMENCEMENT OF CONTRACT, NOT EXCEEDING A PERIOD OF 36 MONTHS.**

<b>CLOSING DATE</b>	<b>24 June 2024</b>
<b>CLOSING TIME</b>	<b>10:00 am</b>
<b>TENDER BOX NUMBER</b>	<b>147</b>
<b>TENDER FEE</b>	<b>R 200-00</b>

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.

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

<b>NATURE OF TENDER OFFER (please indicate below)</b>	
<b>Main Offer (see clause 2.2.11.1)</b>	
<b>Alternative Offer (see clause 2.2.11.1)</b>	

<b>TENDER SERIAL NO.:</b>
<b>SIGNATURES OF CCT OFFICIALS AT TENDER OPENING</b>
<b>1</b>
<b>2</b>
<b>3</b>

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# THE TENDER

## T.1 GENERAL TENDER INFORMATION

- TENDER ADVERTISED** : **26 April 2024**
- SITE VISIT/CLARIFICATION MEETING** : **Time: 13h00-14h00 Date: 16 May 2024**  
(Not compulsory, but strongly recommended)
- VENUE FOR SITE VISIT/CLARIFICATION MEETING** : **Skype – Use the link below**  
  
**<https://meet.capetown.gov.za/lihle.cetywayo/9FMQRRQ3>**
- TENDER BOX & ADDRESS** : **Tender Box as per front cover** at the **Tender & Quotation Boxes Office**, 2<sup>nd</sup> 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. 237S/2023/24: TENDER DESCRIPTION:REQUEST FOR SERVICE PROVIDERS TO BE PART OF A PANEL OFFERING SERVICING, DIAGNOSTIC TESTING, FAULT FINDING AND REPAIRS OF MOTORCYCLES, LIGHT VEHICLES AND TRUCKS FOR THE CITY OF CAPE TOWN FLEET”**, 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: [Fleet.Tenders@capetown.gov.za](mailto:Fleet.Tenders@capetown.gov.za)**

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

## T.2 CONDITIONS OF TENDER

### 2.1 General

#### 2.1.1 Actions

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

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

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

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

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

#### 2.1.2 Interpretation

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

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

#### 2.1.3 Communication during tender process

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

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

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

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

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

#### **2.1.5 Procurement procedures**

##### **2.1.5.1 General**

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

The City of Cape Town intends to appoint a Panel of Service Providers for the allocation of work as prescribed in the Specification. All submissions will be adjudicated based on a responsive criteria as well as fair and reasonability of prices submitted. If insufficient responsive bids are received, the CCT reserves the right not to appoint any Service Providers.

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

The contract period shall be from date of commencement of contract, not exceeding a period of **36** months.

##### **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 in SCM Policy, as amended from time to time.

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

##### **2.1.6.1 Disputes, objections, complaints and queries**

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

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

##### **2.1.6.2 Appeals**

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

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

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

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

- 2.1.6.4** All requests referring to sub clauses 2.1.6.1 and 2.1.6.2 must be submitted in writing to:  
**The City Manager** - C/o the Manager: Legal Compliance Unit, Legal Services Department, Office of the City Manager  
**Via hand delivery at:** 20<sup>th</sup> 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](mailto: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:** 20<sup>th</sup> 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](mailto: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: 20<sup>th</sup> 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](mailto:Popia@capetown.gov.za).

**2.1.6.7 Compliance to the CCTs Appeals Policy.**

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

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

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

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

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

### **2.1.7 CCT Supplier Database Registration**

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

Tenderers who wish to register on the CCT's Supplier Database may collect registration forms from the Supplier Management Unit located within the Supplier Management / Registration Office, 2<sup>nd</sup> 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](http://www.capetown.gov.za) (follow the Supply Chain Management link to Supplier registration).

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

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

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

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

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

## 2.2 Tenderer's obligations

### 2.2.1 Eligibility Criteria

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

#### 2.2.1.1.1 Submit a tender offer

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

#### 2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

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

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

#### 2.2.1.1.3 Compulsory clarification meeting – NOT APPLICABLE

#### 2.2.1.1.4 Minimum score for functionality – NOT APPLICABLE

#### 2.2.1.1.5 ADDITIONAL RESPONSIVENESS CRITERIA

For **each category** tendered for:

- a) The tenderer is to have a minimum of one (1) qualified artisan in their employ; having a minimum of 2 years post-qualification experience in **SERVICING, DIAGNOSTIC TESTING, FAULT FINDING AND REPAIRS OF MOTORCYCLES, LIGHT VEHICLES AND/OR TRUCKS** as identified in this tender.

TO NOTE: A National Trade Test certificate (Petrol/Diesel/Automotive Motor/Motorcycle Mechanic



or equivalent\*) is considered an acceptable qualification.

\*Equivalent trade tests (NQF Level 4) shall be relevant to the scope of work detailed in this tender and have relevant theory subjects.

**Refer to clause 6.1.3 of the Specifications for details on trade tests required per fleet category.**

Any foreign national artisan in the employ of the tenderer must hold a valid SAQA Certificate of Evaluation (SCoE) at time of tender submission or upon written request, which indicates the recognition decision taken by SAQA in respect of a foreign qualification and the comparability of that qualification with a South African qualification registered on the NQF.

**Tenderer is required to:**

- a) Complete **SCHEDULE 13A(1): KEY PERSONNEL** by listing the key personnel, completing the CV template for each artisan and submit the relevant certificates of their qualifications (Petrol/Diesel/Automotive Motor/Motorcycle Mechanic or equivalent\*).
- b) Provide proof of the employment (i.e full-time/contracted employment contract) of a minimum of one (1) qualified artisan per category tendered for, with the tender submission.

**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:

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

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

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

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

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

### **2.2.17 Provide other material**

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

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

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

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

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

### **2.2.18 Samples, Inspections, tests and analysis**

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

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

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

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

### **2.2.19 Certificates**

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

#### **2.2.19.1. Preference Points for Specific Goals**

In order to qualify for preference points for 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, 2<sup>nd</sup> 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

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

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

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

### **2.3.8 Arithmetical errors, omissions and discrepancies**

#### **2.3.8.1** Check the responsive tenders for:

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

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

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

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

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

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

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

### **2.3.9 Clarification of a tender offer**

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



## **2.3.10 Evaluation of tender offers**

### **2.3.10.1 General**

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

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

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

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

### **2.3.10.2 Decimal places**

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

### **2.3.10.3 Scoring of tenders (price and preference)**

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

**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.

#### **Tenderers to note:**

The City of Cape Town intends to appoint a Panel of Service Providers for the allocation of work as prescribed in the Specification (Section 10.2). All submissions will be adjudicated based on a responsive criteria as well as fair and reasonability of prices submitted. If insufficient responsive bids are received, the CCT reserves the right not to appoint any Service Providers. Only those Service Providers that have met the requirements of the Tender conditions by following all pertinent instructions will be allocated to the Panel of Service Providers.

#### **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:

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

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

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

**Table B2: Awards above R50 mil (VAT Inclusive)**

#	Specific goals allocated points	Preference Points (90/10) <i>Above R50 mil</i>	Evidence	Additional Guidance
<i>Persons, or categories of persons, historically disadvantaged- (HDI) by unfair discrimination on the basis of</i>				
1	<b>Gender are women (ownership)*</b>  >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	<ul style="list-style-type: none"> <li>Company Registration Certification</li> <li>Central Supplier Database report</li> </ul>	<ul style="list-style-type: none"> <li>Issued by the Companies and Intellectual Property Commission</li> <li>Report name: CSD Registration report</li> </ul>
2	<b>Race are black persons (ownership)*</b>  >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	3	<ul style="list-style-type: none"> <li>B-BBEE certificate;</li> <li>Company Registration Certification</li> <li>Central Supplier Database report</li> </ul>	<ul style="list-style-type: none"> <li>South African National Accreditation System approved certificate or commissioned sworn affidavit</li> <li>Issued by the Companies and Intellectual Property Commission</li> <li>Report name: CSD Registration report</li> </ul>
3	<b>Disability are disabled persons (ownership)*</b>  <i>WHO disability guideline</i> >2% ownership: 1 points >0% - 2% ownership: 0.5 point 0% ownership = 0 point	1	<ul style="list-style-type: none"> <li>Proof of disability</li> <li>Company Registration Certification</li> </ul>	<ul style="list-style-type: none"> <li>Medical certificate/ South African Revenue Services disability registration</li> <li>Issued by the Companies and Intellectual Property Commission</li> </ul>
<i>Reconstruction and Development Programme (RDP) as published in Government Gazette</i>				
4	<b>Promotion of Micro and Small Enterprises</b> <i>Micro with a turnover up to R20million and Small with a turnover up to R80 million as per National Small Enterprise Act, 1996 (Act No.102 of 1996)</i>  <i>SME partnership, sub-contracting, joint venture or consortiums</i>	3	<ul style="list-style-type: none"> <li>B-BBEE status level of contributor;</li> <li>South African owned enterprises;</li> <li>Financial Statement to determine annual turnover</li> </ul>	<ul style="list-style-type: none"> <li>Specifically in line with the respective sector codes which the company operates,</li> <li>South African National Accreditation System approved certificate or commissioned sworn affidavit</li> <li>Certificate of incorporation or commissioned sworn affidavit</li> <li>Latest financial statements (1 Year)</li> </ul>

Total points	10		
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*\*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 a Standby Bidder at the time when an award is made and in the event that a contract is terminated during the execution thereof, the CCT may consider the award of the contract, or non-award, to the Standby Bidder in terms of the procedures included in 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.

<b>TENDER DOCUMENT GOODS AND SERVICES</b>		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
<b>SUPPLY CHAIN MANAGEMENT</b>		
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**TENDER NO: 237S/2023/24**

**TENDER DESCRIPTION: REQUEST FOR SERVICE PROVIDERS TO BE PART OF A PANEL OFFERING SERVICING, DIAGNOSTIC TESTING, FAULT FINDING AND REPAIRS OF MOTORCYCLES, LIGHT VEHICLES AND TRUCKS FOR THE CITY OF CAPE TOWNS FLEET**

**CONTRACT PERIOD: FROM DATE OF COMMENCEMENT OF CONTRACT, NOT EXCEEDING A PERIOD OF 36 MONTHS.**

## THE CONTRACT

<b>THE CITY OF CAPE TOWN</b>	
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	
<b>AUTHORISED REPRESENTATIVE</b>	ACTING DIRECTOR: FLEET MANAGEMENT

AND

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

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

<b>NATURE OF TENDER OFFER (please indicate below)</b>	
<b>Main Offer (see clause 2.2.11.1)</b>	
<b>Alternative Offer (see clause 2.2.11.1)</b>	

## C.1 DETAILS OF TENDERER/SUPPLIER

### 1.1 Type of Entity (Please tick one box)

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

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

<b>Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual /Sole Proprietor</b>	
<b>Trading as</b> (if different from above)	
<b>Company / Close Corporation registration number</b> (if applicable)	
<b>Postal address</b>	Postal Code _____
<b>Physical address</b> (Chosen Domicilium Citandi Et Executandi)	Postal Code _____
<b>Contact details of the person duly authorised to represent the tenderer</b>	Name: Mr/Ms _____ <span style="margin-left: 150px;">(Name &amp; Surname)</span> Telephone : ( ____ ) _____ Fax : ( ____ ) _____ Cellular Telephone: _____ E-mail address: _____
<b>Income tax number</b>	
<b>VAT registration number</b>	
<b>SARS Tax Compliance Status PIN</b>	
<b>CCT Supplier Database Registration Number</b> (See Conditions of Tender)	
<b>National Treasury Central Supplier Database registration number</b> (See Conditions of Tender)	
<b>Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?</b>	<input type="checkbox"/> Yes <span style="margin-left: 100px;"><input type="checkbox"/> No</span> If yes, enclose proof
<b>Is tenderer a foreign based supplier for the Goods / Services / Works offered?</b>	<input type="checkbox"/> Yes <span style="margin-left: 100px;"><input type="checkbox"/> No</span> If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)
<b>Questionnaire to Bidding Foreign Suppliers</b>	a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa? <input type="checkbox"/> Yes <span style="margin-left: 100px;"><input type="checkbox"/> No</span>
	b) Does the tenderer have a permanent establishment in the Republic of South Africa? <input type="checkbox"/> Yes <span style="margin-left: 100px;"><input type="checkbox"/> No</span>
	c) Does the tenderer have any source of income in the Republic of South Africa? <input type="checkbox"/> Yes <span style="margin-left: 100px;"><input type="checkbox"/> No</span>
	d) Is the tenderer liable in the Republic of South Africa for any form of taxation? <input type="checkbox"/> Yes <span style="margin-left: 100px;"><input type="checkbox"/> No</span>

## C.2 FORM OF OFFER AND ACCEPTANCE

### TENDER 237S/2023/24 - REQUEST FOR SERVICE PROVIDERS TO BE PART OF A PANEL OFFERING SERVICING, DIAGNOSTIC TESTING, FAULT FINDING AND REPAIRS OF MOTORCYCLES, LIGHT VEHICLES AND TRUCKS FOR THE CITY OF CAPE TOWNS FLEET

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

The tenderer, identified in the offer signature table below,

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

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

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

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

\_\_\_\_\_  
Witness 1 Signature  
Name and Surname:

\_\_\_\_\_  
Witness 2 Signature  
Name and Surname:

INITIALS OF CCT OFFICIALS		
1	2	3

## FORM OF OFFER AND ACCEPTANCE (continued)

### TENDER 237S/2023/24 - REQUEST FOR SERVICE PROVIDERS TO BE PART OF A PANEL OFFERING SERVICING, DIAGNOSTIC TESTING, FAULT FINDING AND REPAIRS OF MOTORCYCLES, LIGHT VEHICLES AND TRUCKS FOR THE CITY OF CAPE TOWNS FLEET

#### 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 237S/2023/24 - REQUEST FOR SERVICE PROVIDERS TO BE PART OF A PANEL OFFERING SERVICING, DIAGNOSTIC TESTING, FAULT FINDING AND REPAIRS OF MOTORCYCLES, LIGHT VEHICLES AND TRUCKS FOR THE CITY OF CAPE TOWNS FLEET**

**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 .....  
.....  
.....  
.....  
.....

2 Subject .....  
Details .....  
.....  
.....  
.....  
.....

3 Subject .....  
Details .....  
.....  
.....  
.....  
.....

4 Subject .....  
Details .....  
.....  
.....  
.....  
.....

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

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 237S/2023/24 - REQUEST FOR SERVICE PROVIDERS TO BE PART OF A PANEL OFFERING SERVICING, DIAGNOSTIC TESTING, FAULT FINDING AND REPAIRS OF MOTORCYCLES, LIGHT VEHICLES AND TRUCKS FOR THE CITY OF CAPE TOWNS FLEET**

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

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

The..... (Day)

Of..... (Month)

20..... (year)

At..... (Place)

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

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

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

**C.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

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

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

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

I, ....., representing

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

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

COID ACT Registration Number: .....

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

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

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

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

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

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mandatory

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
for and on behalf of  
CCT

## C.4 PRICE SCHEDULE

### Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the Conditions of Tender.
- 5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 5.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 5.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 5.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the CCT may also perform a risk analysis with regard to the reasonableness of such rates.**
- 5.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.
- 5.8 The tendered "labour" rate is inclusive of normal hours, after hours, public holidays, weekends, expenses, disbursements and consumables costs (**incl. Grease**) that may be required for the execution of the tenderer's obligations in terms of the contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the contract as well as overhead charges and profit (in the event that the tender is successful). The tenderers submitted "labour" rate will be subjected to a "fair and reasonable" assessment.
- 5.9 A value of up to eight percent (8%) on the invoiced price of outsourced repair work/buy outs will be allowed. The handling fee is not applicable to in-house spares. It is only applied to any outsourced repair work or buyouts which includes specialist items / components which needs to be acquired in the course of the work required by this tender.(Refer to clause 10.5.2 in the specification)
- 5.10 Regarding the Field Service (optional offer), the call-out fee must be charged as a fixed value which includes all the costs to get to the specified location thereafter the hourly labour rate may be charged which is all inclusive of normal working hour costs, overtime hours, public holidays etc. as stated in clause 5.8 above.
- 5.11. The tenderer submitting offers on all three categories; motorcycles, light vehicles and trucks in the price schedule may utilize one field service vehicle across such items. The Field service item is NOT compulsory and should only be tendered for if a Field Service is offered. Please refer to Section 8 of the Specification.
- 5.12 Tenderers do not have to tender for all categories and may submit applicable rate/s for assets in their area of expertise. Please complete the Table 1 below.
- 5.13 A Buy-out fee shall be based on items bought specifically for a job (a non-stock item).

**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'**

**TABLE 1:**

**CATEGORY A: MOTORCYCLES**

Item	Description	Labour Rate (Excluding VAT) B
3.1	Hourly labour rate	R .....
3.2	Field service call out fee (Optional to Tender for)	R .....
3.3	Buy-outs/Handling fee%	.....% (Maximum of 8% allowed)

**CATEGORY B: LIGHT VEHICLES**

Item	Description	Vehicles (max 3500kg GVM) Labour Rate (Excluding VAT)
1.1	Hourly labour rate	R .....
1.2	Field service call out fee (Optional to Tender for)	R .....
1.3	Buy-outs/Handling fee%	.....% (Maximum of 8% allowed)

INITIALS OF CITY OFFICIALS		
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**CATEGORY C: TRUCKS**

Item	Description	Medium Trucks (3500kg -16000kg GVM) Labour Rate (Excluding VAT) A	Heavy Trucks (<16000kg GVM) Labour Rate (Excluding VAT) B
2.1	Hourly labour rate	R .....	R .....
2.2	Field service call out fee (Optional to Tender for)	R .....	R .....
2.3	Buy-outs/Handling fee %	<p style="text-align: center;">.....%</p> <p style="text-align: center;">(Maximum of 8% allowed)</p>	

INITIALS OF CITY OFFICIALS		
1	2	3

## **C.5 SPECIFICATION(S)**

**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'.**

### **1. INTRODUCTION TO PANEL TENDERS**

#### **1.1. PANEL TENDERS**

- 1.1.1. The technical specification contained in this tender document forms part of a procedure adopted by the City of Cape Town for the future procurement of repair and maintenance services from current and new service providers.
- 1.1.2. Each service provider (current and new) providing repair and maintenance services to the City of Cape Town must complete and submit this tender document in response to this tender request in order to become a panel member and to be considered for future repair and maintenance work requests from the City of Cape Town fleets.
- 1.1.3. The successful Service Providers must adhere to all National and Local statutory requirements. The City of Cape Town is not liable, in all instances, for loss of income due to the changing of services because of a Pandemic, Natural Disaster or equivalent occurrences. Appropriate insurance should be applied to cover for such occurrences. Proof in this regard is not required for this tender.

#### **1.2. SERVICE PROVIDER ASSESSMENT**

- 1.2.1. The City of Cape Town reserves the right to utilise independent assessors to independently assess the level of compliance to various legal and technical criteria such as the Occupational Health and Safety Act, Environmental Acts and Municipal by laws and the level of technical expertise such as staff, tooling and facilities that the enterprise has available to supply the mechanical services as scoped in this tender.
- 1.2.2. The City of Cape Town also reserves the right to conduct ad-hoc inspections of the service provider's in-contract activities.
- 1.2.3. It is a requirement of this tender that successful service providers in the panel to demonstrate acceptable improvement in their level of technical and legal compliance over the tenure of this contract.

1. **INTRODUCTION TO TENDER**

- 1.1. This tender calls for all relevantly experienced service providers to be part of a panel interested in providing periodic servicing, diagnostic testing, fault finding and repairs of the City of Cape Town's fleet of motorcycles, light vehicles and trucks.
- 1.2. All tender documents must be completed in ink. The entire document as well as all supportive technical literature must also be scanned in on a suitably sized USB flash drive / Memory Stick and attached to the tender submission or upon written request by the City of Cape Town.

2. **FLEET ASSETS UNDER REPAIR**

- 2.1. Motorcycles, Light vehicles and Trucks will be referred to in this technical specification as Fleet Assets.  
  
The City of Cape Town has a fleet of approximately 170 motorcycles, 2478 light vehicles and 811 trucks.

3. **PRIMARY SCOPE OF WORK**

- 3.1. The work required of service providers encompasses servicing, diagnostic testing, fault finding and repairing of City of Cape Town fleet assets. This will include any repair work, repairs identified during a service/routine maintenance, diagnostic testing and fault finding.
- 3.2. The above-mentioned fleet assets need periodic and ad-hoc maintenance interventions i.e. dealing with scheduled services, diagnostic testing, fault finding, repairs, maintenance and breakdowns.
- 3.3. It will be required that service providers select the fleet asset type they wish to tender for on the Price Schedule. This will then be included in their primary scope of work.
- 3.4. The successful service providers forming part of this panel will be asked to perform such interventions either at his/her place of business, as in the case of scheduled or periodic maintenance, or on site when dealing with breakdowns.
- 3.5. The service providers must be able to provide the services required for the servicing, diagnostic testing, fault finding and repairing of City of Cape Town vehicles as indicated in (but not limited to) the typical servicing schedule in Addendum B and according to the Original Equipment Manufacturer (OEM) or acceptable industry practices and standards.
- 3.6. The service schedules or any updated amendments to such schedules will need to be aligned with the make and model of the fleet asset to be serviced, thus ensuring compliance to the OEM requirements.
- 3.7. Service providers may however form strategic partnerships with competent sub-contractors to assist with the scope and diverse locations over which the services required by this tender need to be provided. The service provider will however be held responsible and accountable for all technical and safety standards and regulations.
- 3.8. Any additional service offering that can be offered by the service provider during the tenure of the contract must be communicated to the City of Cape Town. The City of Cape Town reserves the right to verify such services by means of an assessment.
- 3.9. The service providers who offer on-road field / breakdown services are to note the requirements of such services in clause 8.
- 3.10. Fleet assets, accessories and associated equipment that are covered by existing warranty conditions will be managed in terms of the agreements with the companies responsible, where applicable.



4.

#### **APPLICABLE STANDARDS**

All service providers must comply with all the applicable standards and legal requirements pertaining to their enterprise. The list below is not to be construed as a complete list. The latest version or amendments thereof supersedes the standards or equivalent standards applicable to this specification: -

#### **ROAD REGULATIONS**

- National Road Traffic Act No. 93 of 1996

#### **SERVICE PROVIDER PREMISES AND WORKSHOP**

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

#### **SERVICE PROVIDERS STAFF**

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

#### **RECOMMENDED ASSOCIATIONS**

- MIWA - Independent Workshop Association
- TEPA - Tyre, Equipment, Parts Association
- VTA - Vehicle Testing Association
- ARA - Automotive Remanufacturers' Association
- VESA - The Motor Vehicle Security Association of South Africa

5.

#### **TENDERER EVALUATION PROCESS**

- 5.1. There will be critical aspects in the tender document that will need to be examined to ensure successful participation in this contract.
  - 5.1.1. The tenderer must conform to the requirements as listed in the tender documents and to include all the returnable schedules listed.
  - 5.1.2. All tenderers indicating conformance in the tender document requirements will then be included in the panel.
  - 5.1.3. A comprehensive database of the City of Cape Town's fleet assets will be made available to the successful tenderers at contract stage for them to indicate which makes and models in the database

they are equipped to service, repair and maintain as per the standards and requirements of this technical specification.

5.1.3.1. The City of Cape Town will inform the panel members of any changes to the fleet asset database to enable the service provider to align themselves with the specified requirements of this contract.

5.1.4. The tenderer will be allowed an opportunity to acquire / procure all the necessary technical specifications, manuals for those makes and models they wish to tender for bearing in mind the standards and requirements of this technical specification as laid out below.

**6. GENERAL REQUIREMENTS FOR THIS TENDER**

**6.1. TECHNICAL STAFF COMPETENCIES AND QUALIFICATIONS**

6.1.1. It is expected that technical staff involved in the repair and maintenance of the fleet assets described in this tender specification, must have the necessary skills and competencies for servicing, diagnostic testing, fault finding and repairing of the various fleet asset types addressed in this tender.

6.1.2. All technical staff (artisans and semi-skilled) must have access to all the necessary industry standard proprietary workshop tools and equipment as well appropriate specifications and manuals in order to fulfil the requirements of this technical specification.

6.1.3. For each category tendered for:

- a) The tenderer is to have a minimum of one (1) qualified artisan in their employment; having a minimum of 2 years post-qualification experience in SERVICING, DIAGNOSTIC TESTING, FAULT FINDING AND REPAIRS OF MOTORCYCLES, LIGHT VEHICLES AND/OR TRUCKS as identified in this tender.

TO NOTE: A National Trade Test certificate (Petrol/Diesel/Automotive Motor/Motorcycle Mechanic or equivalent\*) is considered an acceptable qualification.

\*Equivalent trade tests (NQF Level 4) shall be relevant to the scope of work detailed in this tender and have relevant theory subjects.

<b>Fleet Class</b>	<b>Trade Test Qualification required:</b>
Light Vehicles	Petrol and/or Diesel Mechanic/Automotive Motor Mechanic
Motorcycles	Motorcycle Mechanic
Trucks	Diesel / Automotive Motor Mechanic

6.1.4. Any foreign national artisan in the employ of the tenderer must hold a valid SAQA Certificate of Evaluation (SCoE) at time of tender submission or upon written request, which indicates the recognition decision taken by SAQA in respect of a foreign qualification and the comparability of that qualification with a South African qualification registered on the NQF.

Application may be made at: -  
[https://www.saqa.org.za/evaluation-foreign-qualifications?language\\_content\\_entity=en](https://www.saqa.org.za/evaluation-foreign-qualifications?language_content_entity=en)

6.1.5. Staff such as “Exempted Journeyman” in the employ of tenderers are not considered fully qualified artisans but are skilled workers who do aspects of artisan work. They will be regarded in terms of this tender as Skilled Workmen and as such may work on fleet assets only under supervision of a qualified artisan.

6.1.6. The tenderer is to list all technical staff (artisans and semi-skilled) used in the repair, maintenance and diagnostics of the fleet assets scoped in this tender and submit **Schedule13 A - KEY PERSONNEL** for category tendered for.

6.1.7. Only suitably trained and qualified personnel that are in the employment of the service provider, shall attend to fleet assets. All documentation such as qualifications, licences and certifications aligned with

the items tendering for, of all technical staff (artisans, artisan assistant, and special workmen) must be reflected in **Schedule 13A** and copies furnished with the tender submission.

## 6.2. BUSINESS LOCATION AND ZONING

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

Geographical representation of the City of Cape Town boundaries:  
<https://citymaps.capetown.gov.za/EGISViewer/>

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

The City of Cape Town contact details for zoning is in **Addendum O - Zoning Contact Details.**

## 6.3. BARGAINING COUNCIL

- 6.3.1. Service providers must be registered with MIBCO: The Motor Industry Bargaining Council as posted in the Government Gazette No. 10707 Vol. 622 on the 7th April 2017, Motor Industry Bargaining Council - MIBCO, and is binding in terms of section 31 of the Labour Relations Act, 1995, with all the relevant applicable posted chapters or the latest version thereof.
- 6.3.2. A letter of intent / email written to the Bargaining Council concerned regarding registration will be required by the City of Cape Town during the evaluation period of this tender or upon written request.
- 6.3.3. All successful Tenderers must be registered and must be an active member in good standing at commencement of contract. Purchase orders will only be issued once registration and status have been confirmed.
- 6.3.4. MIBCO Registration and all the relevant information thereof, is available on the following website:  
<http://www.mibco.org.za/index.php/forms/registration-and-claims>  
<http://www.mibco.org.za/index.php/contact-us>

## 6.4. HEALTH AND SAFETY PLAN

- 6.4.1. Service Providers shall be expected to comply with all relevant health and safety laws and regulations in the execution of any work as scoped by this technical specification and as committed to by his / her signature in Schedule 11.  
**(See Addendum F - Health And Safety Compliance Checklist )**
- 6.4.2. The service provider shall, where there is none, be expected to submit a Health and Safety Plan containing :-
  - 6.4.2.1. A base line in-house risk assessment of his activities  
**(See Addendum H - Risk Assessment And Action Plan Sample )**
  - 6.4.2.2. An action plan to mitigate such risks identified  
**(See Addendum H - Risk Assessment And Action Plan Sample )**

- 6.4.2.3. A Health and Safety Policy to incorporate the risk areas signifying senior management's intention to comply to statutory requirements in this regard. See Addendum L for a sample policy document. **(See Addendum G - Sample Health and Safety Policy)**
- 6.4.2.4. The Health and Safety Policy document must clearly reflect the company structure, its operations and take into account the health and safety legislation that relates to those operations. An essential requirement for management involvement is to define health and safety responsibilities at all levels within the document, together with a system of monitoring to ensure those responsibilities are competently discharged.
- 6.4.2.5. The Health and Safety Plan will be required by the City of Cape Town during the tenure of the contract as and when required.

6.5. **ENVIRONMENTAL POLICY**

- 6.5.1. The service provider must have adequate measures in place to deal with waste streams generated in their work processes.
- 6.5.2. The service provider shall, where there is none, compile an Environmental Policy statement showing senior management's commitment to the protection of their environment. **(See Addendum K - Environmental Policy sample)**
- 6.5.3. The Environmental Policy document will be required by the City of Cape Town during the tenure of the contract as and when required and must address, but not limited to, the following: -
  - 6.5.3.1. The management of waste streams generated in their work processes in house and on-site calls.
  - 6.5.3.2. Safe disposal of hazardous waste.

6.6. **DISCHARGE OF INDUSTRIAL EFFLUENT AND REGISTRATION AS WASTE GENERATOR**

- 6.6.1. The tenderer shall have the necessary permissions from the City of Cape Town for the generation of waste in the course of business activities if he / she produces more than 20kg per day of hazardous waste. i.e. be registered as a Waste Generator.
- 6.6.2. Hazardous substances i.e. waste oils, workshop waste materials, chemicals, fluids and solvents etc. in use in their work processes in house and on-site calls shall be collected in leak free, clearly marked proprietary containers, safely stored and shall be safely disposed of.
- 6.6.3. In this regard, the service provider is to complete **Schedule 13E** indicating the City of Cape Town approved waste disposal companies used.
- 6.6.4. The City of Cape Town may during the tenure of the contract request the panel member to provide the latest waste disposal certificates from the companies indicated.
- 6.6.5. All hazardous chemicals shall have Material Safety Data Sheets readily available.
- 6.6.6. Service Providers who discharge effluent into sewers or any waste water system as part of their business processes must have the necessary permits from the City of Cape Town to do so and must have an effluent treatment facility to ensure that the effluent so discharged is within specifications for acceptance by the sewer system.
- 6.6.7. If it is noted by the assessors during the Technical Assessment or any other Ad-hoc inspection conducted that serious environmental violations are present in the workshop such as but not limited to untreated oil contaminated water / hazardous substances flowing into the storm water drains and sewer, the service provider, over and above the actions which could be taken by the City of Cape Town in terms of Clause 4 (2) (Protection of Municipal Sewers) of the Waste Water and Industrial Effluent Act, the default process will be initiated.
- 6.6.8. If during the tenure of the contract, cases of environmental regulation contraventions are observed, work will be suspended until such contraventions have been cleared to the satisfaction of the City of Cape Town and in accordance with the relevant environmental standards and by laws or the default process will be initiated.

6.6.9. The application to discharge effluent permit forms may be downloaded at <https://resource.capetown.gov.za/documentcentre/Documents/Forms,%20notices,%20tariffs%20and%20lists/Application%20discharge%20industrial%20effluent%20to%20municipal%20system.pdf>  
**(See Addendum M - Application to Discharge Effluent)**

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

6.6.11. The service provider's registration documents as a waste generator as well the effluent permits will be required by the City of Cape Town from the commencement of contract or during the tenure of the contract as and when required.

## 6.7. **QUALITY MANAGEMENT STANDARDS - MINIMUM REQUIREMENTS**

6.7.1. It is required that the service provider has a functioning quality management system based on generally accepted South African industry standard practices.  
A guide on basic quality standards is given for information in **Addendum J - Quality Management Guide**

The service provider's quality system must include:

6.7.1.1. An efficient communication system

6.7.1.2. An electronic storage system for bills of materials, technical data, job cards, parts etc.

6.7.1.3. An efficient materials / parts ordering system and store

6.7.1.4. The service provider shall use means such as logbooks, registers and planning boards for scheduling and monitoring work orders.

6.7.1.5. Bills of materials, replacement parts list for all fleet assets tendered for shall be available or accessible in hard or electronic format.

6.7.1.6. Appropriate technical specifications shall be available on the workshop floor in hard or electronic format.

6.7.1.7. A system to record all maintenance done on the City of Cape Town's fleet assets shall be provided and maintained for at least 5 years. Such information shall be easily traceable.

6.7.1.8. A proprietary accounting system shall be used to generate invoices and shall have financial reporting facility. **Addendum E - Sample Invoice** shows a typical sample invoice.

## 6.7.2. **QUALITY MANAGEMENT POLICY**

6.7.2.1. The service provider must, where there is none, draft a Quality Management Policy outlining the service provider's quality objectives and commitment to continual improvement of his / her business processes. A sample of such a document is in **Addendum I - Quality Management Policy sample**

6.7.2.2. The Quality Management Policy document will be required by the City of Cape Town during the tenure of the contract as and when required.

## 7. **WORKSHOP REQUIREMENTS**

### 7.1. **ESTABLISHED WORK SHOP**

Service providers must have a fully compliant workshop with adequate propriety equipment, fully equipped workbenches, artisan / skilled worker tools and access to the necessary technical standards, manuals and specifications to undertake the full range of repairs and maintenance of the City of Cape Town's fleet assets required by this tender.

- 7.2. Service Providers must ensure that each artisan and skilled workers have a proper toolbox with trade appropriate tools. Refer to **Schedule 13C - Artisan Tools** for a typical list of artisan tools that may be assessed by the independent assessors after the award of the contract.
- 7.3. **ESTABLISHMENT OF NEW WORKSHOP**  
 Relevantly experienced Service Provider in this industry (local or those based in other provinces) interested in providing the scope of work specified in this tender will, if no established workshop is owned / leased within the geographical boundaries of the City of Cape Town, be permitted a maximum of 90 days to establish a fully equipped workshop in conformance to the requirements of this technical specification as further detailed in the Special Conditions of Contract Clause 36.
- 7.4. **WORKSHOP EQUIPMENT**  
 The service provider must have appropriate workshop equipment on hand for the work they intend to conduct on the fleet asset types tendered for. Refer to **Schedule 13D - Workshop Equipment** for a typical list of workshop equipment that is expected to be available at time of assessment as and when required by the City of Cape Town.
- 7.4.1. Certain items of workshop equipment and tooling are however considered as developmental items and service providers may plan for the acquisition of such equipment and tooling over the tenure of the contract as depicted in the Service Provider Development Schedule.
- 7.4.2. The specified tools and equipment in **Schedule 13C and 13D** must be viewed as a minimum requirement to fulfil the specified scope of work and must be adjusted by the service provider in accordance to the scope of work, in alignment with the product specific requirements.
- 7.5. **INSPECTION OF PREMISES**  
 The City of Cape Town reserves the right to inspect the tenderers premises at any stage as deemed necessary or alternatively, within ninety days (90 days) from commencement of contract in the case of a new workshop.
- The workshop must be available for technical assessments at commencement of contract as well as for ad-hoc inspections during the tenure of the contract.
- 7.6. **RELOCATING PREMISES**  
 The City of Cape Town reserves its right to re-assess any workshop, which has been relocated to confirm that the same maturity level is maintained or improved.
- 7.7. **WORKSHOP - STATUTORY REQUIREMENTS**  
 The workshop is to comply fully with statutory and regulatory requirements as well as having: -
- 7.7.1. A fire risk survey certificate  
 7.7.2. An electrical compliance certificate.  
 7.7.3. The Fire Risk Survey Certificate and Electrical Certificate of Compliance must be supplied as and when requested by the City of Cape Town.
- 7.8. **WORKSHOP - INDUSTRY STANDARD FLOOR**  
 7.8.1. It is a requirement that any maintenance activities be carried out on an industry standard concrete floor able to prevent oil spillage soaking into the ground and meeting the requirements of the National Building Regulations, SANS 10400 and SANS 1019 -1,2 latest. The workshop flooring must be capable of withstanding the mass of the fleet assets.
- 7.8.2. Spill containment measures must be in place i.e. conveniently located spill kits are to be available.
- 7.9. **WORKSHOP - DIMENSIONS**  
 The service provider's workshop(s) must be of sufficient dimension to accommodate the access, maintenance and testing procedures associated with the City of Cape Town's fleet asset type addressed in this tender.
- 7.10. **WORKSHOP – LAYOUT**  
 The workshop layout must be in accordance with South African safe working practices and applicable codes of practice and shall have areas set aside for the various work processes such as: -
- 7.10.1. Receiving, pre inspection, final inspection area

- 7.10.2. Cleaning / wash area
  - 7.10.3. Major / Minor servicing area bays
  - 7.10.4. Maintenance spare parts store
  - 7.10.5. Tool store
  - 7.10.6. Hazardous waste storage
  - 7.10.7. Waste oil bin
- 7.11. **ADEQUATE SECURE PARKING**
- 7.11.1. The service provider's premises must be able to accommodate the City of Cape Town's fleet assets with adequate secure parking in an enclosed secure environment under their control.
  - 7.11.2. The City of Cape Town's vehicles shall be managed in such a way to prevent damage and theft during maintenance procedures.
  - 7.11.3. Fleet assets shall be held in a lockable, secure building or yard after hours. The fleet asset remotes and ignition keys shall be kept in safe custody at all times.
- 7.12. **PREMISES SECURITY**
- 7.12.1. The service provider's workshop and premises and parking area should have appropriate security measures in place in order to mitigate current and future risks during the tenure of the contract i.e. vandalism and property theft. The use of alarms with an armed response link is the preferred method.
  - 7.12.2. If the assessors find that the security measures are inadequate to mitigate the current risks, it will be expected of the service provider to upgrade accordingly before any purchase order will be issued.
  - 7.12.3. A copy of the contract between the security company and the service provider will be required by the City of Cape Town as and when required.
- 7.13. **MAINTENANCE SPARES STORE**
- 7.13.1. The service provider is to ensure spares availability in support of optimum turnaround times of the equipment serviced / repaired.
  - 7.13.2. The City of Cape Town requires that fleet assets undergoing routine maintenance are not out of service for lengthy periods of time waiting for essential / fast moving spares.
  - 7.13.3. In-contract discussions will be held with service providers regarding acceptable waiting periods for essential and major spares, which then will be entered as key performance indicators against which the service provider could be measured.
  - 7.13.4. **WORKSHOP - PERSONAL PROTECTIVE EQUIPMENT**  
All work on fleet assets in the bays must be executed with the requirements of the General Safety Regulations amongst others i.e. the use of PPE and protective screens where necessary is mandatory.
- 7.14. **WORKSHOP - FIRE PROTECTION**
- 7.14.1. Fire extinguishers must be installed at suitable areas in the workshop as a minimum requirement. Fire equipment is to be regularly serviced and certified as per statutory requirements.
  - 7.14.2. If the assessors find that the fire protection measures are inadequate to mitigate the current risks, it will be expected of the service provider to upgrade accordingly before a purchase order may be issued.
8. **RESPONSE VEHICLE - FIELD SERVICE (OPTIONAL)**
- 8.1. It is expected that the service provider who offers field service work is expected to have at least one fully equipped, roadworthy, adequately sized and properly branded panel van's or light delivery vehicle's suitable for field service work for the duration of this contract (field service vehicle may be owned and registered in the tenderers name, or have a leasing contract in place or have a contract in place with a competent sub-contractor for the provision of field services. In this regard, the tenderer must submit the pro-forma agreement or SLA with the sub-contracting party. **See Schedule13B - Field Service Vehicles**
  - 8.2. It is expected that the service provider's field service vehicle be sufficiently equipped.

- 8.3. The field service vehicle may be owned and registered in the tenderers name, or have a leasing contract in place.
- 8.4. It is the tenderers responsibility to align field servicing capacity to meet the City of Cape Town's operational demand.
- 8.5. The company branding on the field service vehicles must be non-offensive to the public and must comply with the Code of Advertising Practice as required by the Advertising Standards Authority of South Africa. These vehicles are to be easily identifiable.
- 8.6. Staff manning such field service vehicles are to be provided with neat, presentable overalls (company branded) and to enforce that personal protective equipment is issued and used by the field service staff.
- 8.7. A valid vehicle registration certificate (if owned) or the leasing agreement or letter of intent (indicating intent of ad-hoc hiring) of such leasing agreement and / or proof of a contract of such field services will be required by the City of Cape Town during the evaluation period of this tender.
- 8.8. Field service or on-road repairs should be available 24 / 7 / 365 days a year with a get to site response time of within one (1) hour. The response time could be extended at the discretion of the CCT relevant official.

9. **DRIVERS LICENCE**

The service provider is to ensure that all staff operating the City of Cape Town's fleet assets for maintenance intervention purposes are in possession of valid relevant licences, certifications and City of Cape Town-issued driver tags.

**(See Addendum D - Licences and Certifications)**

10. **GENERAL OPERATIONAL PROCEDURES IN CONTRACT**

10.1. **NO IMPOSITION OF ANY OBLIGATIONS ON THE CITY OF CAPE TOWN**

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

- 10.2. 90/10 will be used for purposes of evaluation only and work will be allocated based on the objective criteria as per Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2022

Applicable Extract of the Preferential Procurement Regulations, 2022

*"Award of contracts to tenderers not scoring highest points*

*5.(4) Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.*

10.3. **WORK ALLOCATION / OBJECTIVE CRITERIA**

- 10.3.1. Where the City of Cape Town has internal capacities and capabilities, such work will be executed in house.
- 10.3.2. The successful inclusion in this panel will not result in the immediate allocation of any work to any particular service provider from this tender. In all instances, the operational requirements shall take preference.
- 10.3.3. When external maintenance interventions and/or breakdowns are required, a panel member will be selected to perform such interventions. In this regard the City of Cape Town will consider the service provider's :-

- 10.3.3.1. Location from the point of need
- 10.3.3.2. Specialist expertise in the required work.
- 10.3.3.3. Capacity to do such work at the time of need.



- 10.3.3.4. Appropriate and accepted Lead Time agreed upon
- 10.3.3.5. Work related to warranty conditions will be allocated to the applicable Service Providers at which the warranty is allocated too.
- 10.3.4. The amount of work allocated will vary according to operational requirements and at the sole discretion of the City of Cape Town.
- 10.3.5. Any services, diagnostics and repairs done to a fleet asset must be authorised by the designated City of Cape Town official.
- 10.3.6. The service provider to take note of the requirements of section 14 (Performance Monitoring) of this Technical Specification and in particular service level performance.
- 10.3.7. The City of Cape Town will be entitled to use alternative service providers for similar work as and when operational requirements dictate such as, but not limited to, when demand exceeds service provider capability and / or capacity.
- 10.3.8. The City of Cape Town also reserves the right to utilise other processes or contracts in the event that the scope of work as outlined in this contract cannot be fulfilled by panel members.
- 10.3.9. If the total cost of the work as well as the included buyout price is not considered to be fair and reasonable by the designated city official and consensus to reduce the total price cannot be reached with the service provider concerned, the City of Cape Town then reserves the right to acquire such goods and services using fleet business processes / other Supply Chain Management mechanisms.
- 10.4. **PLANNED SERVICES**
  - 10.4.1. The service providers must be capable of providing the periodic services required for the City of Cape Town vehicles as indicated in (but not limited to) the typical servicing schedule depicted in **Addendum B** as well as utilising **Addendum C** depicting servicing lead times for various OEM service types minor, intermediate or major services
  - 10.4.2. The routine services must conform to OEM service schedules for the specific make and model of fleet asset.
  - 10.4.3. The servicing lead times for various service types (minor, intermediate or major services) will be fixed in consultation with the service providers at commencement of the contract.
- 10.5. **OUTSOURCING / SUB-CONTRACTING**
  - 10.5.1. Service providers may however not sub-contract the primary scope of work as is outlined in this tender.
  - 10.5.2. A value of up to eight percent (8%) on gross invoiced price, excluding VAT, may be charged to the City of Cape Town for outsourced work. This applies to the work contracted out to another local business as well as to the purchase of specialist components / parts.  
  
General spare parts normally held in stock in the services provider's parts store and used for executing work within the service provider's workshop will not attract specified/stated handling fee. The City of Cape Town reserves the right to follow its own internal procurement process if an agreement cannot be reached in respect of the fairness; reasonability and market related pricing provided.
  - 10.5.3. For outsourced services/buy-outs, the Service Provider shall ensure that quotations are sourced from different suppliers on a rotational basis to ensure fairness and cost effectiveness. The City reserves the right to reject quotations that are deemed not to be reasonable, market related and value for money.
  - 10.5.4. The use of outsourced services in no way reduces the liability or obligations of the service providers in terms of this tender.
  - 10.5.5. Service providers shall underwrite any warranties of outsourced services used in the execution of the scope of work.
  - 10.5.4. The Service Provider and all sub-contractors utilised during the contract period must make their business premises accessible for site inspections. Access must be given within 5 working days of request to perform routine inspections.

10.5.7 The service provider is to ensure that subcontractors comply with the requirements of this tender particularly as regards the standard and quality of goods and services requested. The service provider will be accountable for any deviations.

10.6. **BREAKDOWN AND REACTIVE MAINTENANCE REPAIRS**

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

10.6.1. **MINOR BREAKDOWNS**

For fleet assets requiring diagnostic testing, fault finding and repair work and which can be done at the specific operational site where the fleet asset has broken down.

10.6.2. **MAJOR BREAKDOWNS**

Fleet items will be recovered to depots/workshops by existing contracts or City of Cape Town towing/recovery fleet (City of Cape Town's workshop or the service providers workshop where diagnostic testing, fault finding and repair work may be required) as instructed by designated City of Cape Town officials on standby. If the breakdown is as a result of poor workmanship the cost of the recovery may be recovered from the relevant Service Provider unless mutually agreed with the applicable Service Provider that they will recover the Vehicle or Truck within an agreed timeline.

10.6.3. **MODIFICATIONS**

10.6.3.1. The City of Cape Town's technical team shall be approached for approval for any modifications proposed to be done to any fleet asset.

10.6.3.2. Any non OEM spare parts used must conform to or exceed the OEM requirements for those spare parts.

10.7. **INSPECTION – PRE / FINAL:**

10.7.1. The fleet assets and their accessories, fuel levels, spare wheels, tools etc. are required to be inspected and findings documented by the service provider on a pre-work inspection sheet upon receipt of the fleet asset. Such findings to be signed off by the service receiving official as the City of Cape Town official delivering the fleet asset.

10.7.2. Service providers are to note any defects becoming evident during the maintenance intervention, which could impact on the roadworthiness of the fleet asset, and to bring that to the attention of the City of Cape Towns designated official.

10.7.3. A final inspection is to be done along with the City of Cape Town designated official, after maintenance interventions have been performed. The fleet asset will be checked to ensure that the status of the vehicle is the same as it was at the pre inspection. Such findings to be signed off by the service provider as well as the City of Cape Town official collecting the fleet asset. Failure to comply will result in service providers being held liable for any damages or losses incurred.

10.7.4. The service provider is to ensure that all roadworthiness aspects are attended to and such action communicated to the City of Cape Town designated official who will then issue further instructions in this regard

10.8. **DOCUMENTATION TO BE SUBMITTED WITH INVOICE:**

Documentation related to maintenance interventions carried out on fleet assets must be submitted to the various fleet departments with invoice. The following documents have reference :-

10.8.1. Job cards

10.8.2. Pre inspection report,

10.8.3. Vehicle condition report,

10.8.4. Tyre inspection report,

10.8.5. Brake test report where brake repair interventions were carried out

10.8.6. Battery status / charging rate / current draw report.

10.8.7. Final inspection report and confirmation of roadworthiness.

10.9. **COMPANY BRANDING**  
No company branding / decals is permitted to be placed on City of Cape Town fleet assets after any maintenance interventions.

10.10. **SERVICE PROVIDERS RESOURCES**  
It is the tenderers responsibility to adjust his / her resources to meet the operational requirements of the City of Cape Town.

11. **WARRANTY ON REPAIRS AND MAINTENANCE**

11.1. Fleet assets, accessories and associated equipment that are covered by existing warranty conditions will be managed in terms of the agreements with the companies responsible where applicable.

11.2. The City of Cape Town will only accept a minimum of 12 months' warranty on workmanship and parts from the day the fleet asset was collected by or delivered to the City of Cape Town. Fair wear and tear, misuse and accidental damage are excluded when proven so.

11.3. Cognisance will be taken of certain electrical consumables such as light bulbs and similar which are not guaranteed for a year generally in the motor vehicle industry. The industry standards will prevail in these instances.

11.4. Warranty claims will be apportioned to the service provider who performed the initial work.

11.5. The existing companies' warranty terms and conditions are not applicable to this tender unless they are more favourable than the stipulated warranties listed above

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

12. **THE SERVICE PROVIDER'S OBLIGATIONS IN CONTRACT**

Successful panel members should adhere to the following items in contract:

- All Call-outs must be attended to immediately. The Service Provider must be on site within 1 hour of the request.
- Response to a call-out within 3 minutes.
- Call-outs and Field Service work quotations must be delivered to the applicable department within one day (24hours) of a Call-out and by 10:00am the next working day following a weekend or public holiday. Quotations must be emailed to the applicable department.
- Invoices and supporting control documents must be sent within 72 hours of the completed work.
- Quality of documentation submitted. i.e. Duplicate invoices submitted, Incorrect invoices, missing documentation attached to invoices etc.
- Vehicles repairs occurring due to poor workmanship or reworking. Failing between interventions.
- In house repair quotations must be delivered to the applicable department within 4 hours of request, unless communicated via email the reasons why this is not possible. Quotations must be emailed to the applicable department.

12.1. **SUPPLYCHAIN MANAGEMENT COMPLIANCE**  
The service provider must ensure that they continuously meet all SCM and Contract requirements during the tenure of the contract. It must be noted that no purchase orders for work can be placed with a service provider who fails to comply with this requirement.

12.2. **CHANGE IN SERVICE PROVIDERS CAPABILITY IN CONTRACT**

- 12.2.1. During the tenure of the contract, any changes in the capability of the service provider to work on different makes and models, within an awarded category, may be submitted for consideration and possible acceptance by the City of Cape Town.
- 12.2.2. The City of Cape Town reserves the right to validate such offerings by means of an assessment as a prerequisite to acceptance onto the service provider's initial service offering.

12.3. **INSURANCE RISK COMPLIANCE**

- 12.3.1. The service provider is to take note of the requirements of clause 11 (a) - (h) of the General Conditions of Contract regarding Insurance.
- 12.3.2. The service providers with assistance of his / her broker is to clearly cross reference the requirements of **Clause 11 of the General Conditions of Contract** against the clauses of the "all risks" policies held by the service provider to enable proper evaluation of compliance in this regard.

13. **SERVICE PROVIDERS DEVELOPMENT IN CONTRACT**

13.1. **STATUTORY AND LEGAL COMPLIANCE**

It is an expectation of this tender that service providers participating in the panel tenders be actively involved in pursuing the statutory and legal compliance of their enterprise, the upliftment / development of their staff, equipment and facilities as well as the quality levels of supplied services to the City of Cape Town.

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

13.3. **INDEPENDENT ASSESSORS**

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

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

13.4. **AD-HOC ASSESSMENTS**

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

- 13.5. Typical developmental areas for the tenderers are shown in **Addendum P - Supplier Development Schedule.**

14. **TRADE NAMES OR PROPRIETARY PRODUCTS**

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'.

## 15. EMPLOYMENT OF SECURITY PERSONNEL

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

## 16. FORMS FOR CONTRACT ADMINISTRATION

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

- a) Monthly Project Labour Report ( **Annexed**).

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

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

**ADDITIONAL INFORMATION FOR IN-CONTRACT DEVELOPMENT GUIDELINES  
CONTRACTUAL OBLIGATIONS**

The following addendums forms part of the contractual obligations in-contract and supplier development processes:

<b>ADDENDUM</b>	<b>HEADING</b>
A	WORKSHOP PREMISES AND FACILITIES
B	SAMPLE SERVICING SCHEDULE ITEMS
C	SERVICING LEAD TIMES PER SERVICE TYPE
D	LICENCES AND CERTIFICATIONS
E	SAMPLE INVOICE
F	HEALTH AND SAFETY COMPLIANCE CHECKLIST
G	SAMPLE HEALTH AND SAFETY POLICY
H	RISK ASSESSMENT AND ACTION PLAN SAMPLE
I	QUALITY MANAGEMENT POLICY SAMPLE
J	QUALITY MANAGEMENT GUIDE
K	ENVIRONMENTAL POLICY STATEMENT
L	REGISTRATION AS WASTE GENERATOR
M	APPLICATION TO DISCHARGE EFFLUENT
N	GEOGRAPHICAL BOUNDARY OF THE CITY OF CAPE TOWN
O	ZONING CONTACT DETAILS
P	SUPPLIER DEVELOPMENT SCHEDULE (SAMPLE)
R	BUSINESS IMPROVEMENT LINKS

(Can be replicated, if offering more than one facility)

**SPECIAL CONDITIONS OF CONTRACT**

**Clause 36**

This Tender makes provision for the establishment of a fully compliant Workshop Facility inclusive of services and products as specified within the Geographical Boundaries of the City of Cape Town, within Ninety days (90 days) from contract commencement. **This addendum may be replicated if offering more than one facility**

Tenderer must indicate here if they are invoking SCC Clause 36 for the establishment of a Workshop Facility In-contract:

TENDERERS COMMENT:

<b>Head Office Address</b>						
<b>Workshop Address</b>						
<b>Workshop GPS Coordinates (Long, Lat)</b>			<b>Longitude, Latitude:</b>			
<b>Workshop Entrance</b>			Width(m)		Height(m)	
<b>Work Bays</b>			<b>Vehicle Lifts/Overhead Gantries (if applicable)</b>			<b>Secured Parking Bays (Qty)</b>
Qty	L (m)	W (m)	Type	Qty	Capacity (SWL)	
			Gantry Crane			
			2-post Lift			
			4-post Lift			

**SERVICE PROVIDERS TO NOTE:**

This is not intended to be a complete picking list but is typical of what could be found in a motor vehicle/truck repair workshop. Service Providers are to acquaint themselves with the legal and statutory requirements of their enterprise.

<b>ITEM</b>	<b>TICK</b>	<b>Comment</b>
<b>THE WORKSHOP</b>		
Workshop floor area	m <sup>2</sup>	
Fully Enclosed Workshop		
Concrete floor suitable for work		
Tool store		
Spare parts store		
<b>GENERAL</b>		
Security		
Customer Signage		
Workshop lighting		
Workshop ventilation		

<b>ITEM</b>	<b>Yes / No / In Process</b>	<b>Comment</b>
<b>FACILITIES</b>		
Rest room / Staff Client toilets		
<b>SAFETY</b> Risk Assessment Safety Signage PPE store / cupboard Hearing protection Barrier creams Hand cleaner		
Dust masks		
Roller towels		
First Aid Kit		
Battery charger bay		
<b>ENVIRONMENTAL</b> Hazardous Chem Signage Oil Spill Kit Waste wheely bins Waste Oil Bin Effluent flow to sewer/storm water Legal waste removal Oils store / Cabinet Oil spillage containment		
<b>FIRE PROTECTION</b>		
Fire Extinguishers		
Smoke detection		



## ADDENDUM B      SAMPLE SERVICING SCHEDULE ITEMS

The Service Provider to note:

The list below only shows typical vehicle servicing items. The OEM procedures and special servicing standards required for the various vehicles listed will have to be considered in each case and appropriate schedules need to be developed by the service provider.

ITEM	SERVICES	1/4
<b>ENGINE</b>	Oil change Oil Filter replace Fuel Filters replace Fuel tank strainer check and clean Fuel tank inside clean (only if sludge is formed or algae start to grow) Fuel tank cap, fuel lines, connections and fuel vapor control valve Charcoal canister Injector nozzle spray pattern and condition test Injection timing check Lift pump strainer clean Engine idling speed check Engine oil and fuel leaks Engine exhaust brake valve working Air filter replace Radiator tank cap check & pressure test cooling system Radiator coolant Radiator fan blades check for cracks or slippage Fan belt condition (check for cracks) Exhaust pipe and mountings Exhaust manifold bolts and nuts torque Starter check Alternator check Alternator test for charging Noises and misfire's in engine Sparkplugs replace Ignition timing check Replace points & condenser (if necessary) Cam belt replace Valve clearance adjust Check condition and adjust aux Drive belts Engine coolant	
<b>BATTERY</b>	Electrolyte level top up if necessary Unload test battery to check ampere hour rating Clean battery also underneath and between two batteries Fasten battery with hold down clamps Terminals replace if necessary	
<b>TURBOCHARGER</b>	Air duct connections and gaskets Turbocharger swap at 200000 km (with or without problems) Air sealing gaskets and O-rings replace	

<b>ITEM</b>	<b>SERVICES Addendum B - Service Schedule</b>	<b>2/4</b>
<b>CLUTCH</b>	Adjust free play Clutch pedal Oil leaks at master or slave cylinder repair Hydraulic pipes for cracks Pedal squeak check oil if necessary Test for slippage or shudder	
<b>AUTOMATIC GEARBOX</b>	Automatic gearbox fluid change Automatic gearbox link bushes wear Automatic gearbox neutral switch check Automatic gearbox oil filter elements only.	
<b>GEARBOX</b>	Check Gear linkages and knuckles and grease where nipples are fitted Gear changing and jump out of gear check Gearbox oil change Gearbox noises check Oil leaks repair Gearbox flange for tightness Drain plug tread and washer check Extension housing bush for play Bell housing bolts fasten Breather check Gearbox mountings check	
<b>PROPELLER SHAFT</b>	Loose connections – bolts and nuts Center bearing and rubber check Universal joint and splines for wear and grease both Looseness in bearings and related parts	
<b>REAR AXLE</b>	Differential gear oil change Shackle pins and bushes Stabilizer rubbers check U – bolts all fasten Check Rear springs and also center pins on rear springs Brake lining wear Brake wheel cylinders check Shocks and rubbers check Drain plug tread and washer Breather check Pinion play and backlash Differential gear and rear wheel hub bearing oil change Wheel hub bearings for looseness and check for pit marks Oil leaks at casing repair Noises in diff check Axle case for damage and distortion	

<b>ITEM</b>	<b>SERVICES Addendum B - Service Schedule</b>	<b>3/4</b>
<b>FRONT AXLE</b>	Repack Front wheel hub bearings (check for pit marks on bearings) King pin play and grease where nipples are fitted Stabilizer rubbers check Shocks and rubbers check Brake shoes or pads wear check Brake anti-rattle clips Brake wheel cylinders check U-bolts fasten all Front springs check and check center pins Shackle pins and bushes Wheel hub bearings for looseness check Damage and distortion of axle check	
<b>SUSPENSION</b>	Leaf spring U-bolt nuts torque Suspension ball joint and dust cover Front and rear suspension Spring for damage check Unbalance spring action due to spring weakening Spring mounting bolts for looseness or damage Shock absorbers for leaks and damage check Shock absorbers for looseness in mounting check	
<b>WHEELS</b>	Presence of foreign matter between rims Wheel nuts torque - all on vehicle Disc wheel for damage Rim holes check for ovality Tyre tread wear on all tyres Tyre tread on all tyres Check tyre and inflation pressure	
<b>STEERING</b>	Check steering wheel Power steering fluid change Power steering fluid check Power steering fluid tank strainer clean Looseness in mounting Bearings for excessive play Steering slip joint play and u-joints (Adjustable steering) Steering box mounting bolts check Steering box for leaks check Steering pump leaks and noises Steering linkage for damage, looseness and excessive play and grease Steering column play check Steering rubber disc for cracks Wheel alignment Right and left turning circle (stoppers)	

<b>ITEM</b>	<b>SERVICES Addendum B - Service Schedule</b>	<b>4/4</b>
<b>BRAKES</b>	Check Linings and pads for wear and replace if necessary Check brake pedal Brake drum for wear and damage Hoses and pipes for leakage, damage and loose connections Brakes adjust Brake fluid replace Brakes pull to one side or shudder Brake pipes for cracks and leaks Brake load sensor valve and pipes check Check any sensor wire or sensor which is connected to brake system Brake master cylinder check	
<b>PARKING BRAKE</b>	Check Linings and pads for wear and replace if necessary Brake drum for wear and damage Looseness in mounting Park brake indicator working Park brake working Rod and cable for wear, damage and loose connections	
<b>ELECTRICAL EQUIPMENT</b>	Speedometer check Temperature gauge Check Fuel gauge & calibrate fuel monitoring system Dim and bright indicator on panel Oil pressure gauge Handbrake on indicator light Low brake fluid indicator light Diff lock indicator Indicator light left side on dash Indicator right side on dash Main lights working (Both sides) Dim lights working (Both sides) Left hand indicator front Left hand indicator rear Left hand park (tail) light rear Left hand stop light rear Right hand indicator rear Right hand indicator front Right hand park (tail) light rear Right hand stop light rear Cab reading light & rear no plate light Rear hazard lights at compaction vehicles Wiring harness for damage and loose connections Horns, wipers and washers Refrigerant amount for air conditioner	

## ADDENDUM C SERVICING LEAD TIMES PER SERVICE TYPE

This is just an example of servicing lead times (time it should take to have the asset serviced and ready for collection) which will be discussed with the service provider. Agreed upon servicing lead times will be used as a key performance indicator and used to measure the service provider's performance.

The durations may be negotiated and agreed to with the delegated authority issuing the Purchase Orders in situations where the agreed durations cannot be achieved as a result of additional work/repairs required. Poor planning will not be accepted.

CATEGORY	Minor OEM Service (Service Book) Days Allowed	Intermediate OEM Service (Service Book) Days Allowed	Major OEM Service (Service Book) Days Allowed
Light Vehicles	1	1	2
Trucks	2	3	3
Motorcycles	1	1	1

## ADDENDUM D LICENCES AND CERTIFICATIONS

Code	Motor Vehicle Tare/GVM	Vehicle GVM	Authorises
B	Motor vehicle: tare ≤ 3500 kg Minibus, bus or goods: GVM ≤ 3500 kg (excl. articulated)	≤ 750 kg	-
C1	Motor vehicle: 3500 kg < tare ≤ 16000 kg Minibus, bus or goods: 3500 kg < GVM ≤ 16000 kg (excl. articulated)	≤ 750 kg	B
C	Motor vehicle: GVM > 16000 kg (excl. articulated)	≤ 750 kg	B, C1
EB	Articulated: GCM ≤ 3500 kg Motor vehicle: tare ≤ 3500 kg Minibus, bus or goods: GVM ≤ 3500 kg	No limit	B
EC1	Articulated: 3500 kg < GCM ≤ 16000 kg Motor vehicle: 3500 kg < tare ≤ 16000 kg Minibus, bus or goods: 3500 kg < GVM ≤ 16000 kg	No limit	B, C1, EB
EC	Articulated: GCM > 16000 kg Bus or goods: GVM > 16000 kg	No limit	C1, C, EB, EC1
A	<250cc	No limit	
A 1	≥ 250cc	No limit	

**ADDENDUM E**

**SAMPLE INVOICE**

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

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

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

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

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

The Service Provider is to apply his / her mind and compile a business specific plan applicable to his / her business which must be attached to the tender document. The document must be listed in Schedule 11 List of documents to be added by the Service Providers.

**SAMPLE POLICY STATEMENT ONLY**

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

To demonstrate this commitment, we declare that: -

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

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

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

\_\_\_\_\_  
Chief Executive Officer (Business Name / Sign)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Floor Manager (Business Name / Sign)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Rep (Business Name / Sign)

\_\_\_\_\_  
Date



**SERVICE PROVIDERS TO NOTE:**

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

The following is a sample risk assessment and plan.

Inherent Hazards / Dangers	RISKS TO HEALTH	Exposure Frequency	Probability Of Injury	ACTION PLAN	Action By :	Hazard Mitigated	Follow Up By
Compressed Air	Soft tissue damage due to line whipping about when disconnected	Daily	Low	All airlines have suitable device fitted to prevent whipping when disconnected from pneumatic wrench.	Mr. John Stevens. Line Manager	Yes	Next safety meeting
Explosion of truck tyres	Serious injuries / Death	Weekly / High		All workers trained in safe working procedures and dangers of horseplay Airline has dead man's handle Tyre cage purchased	No further action required	Yes	Next safety meeting
Handling vehicle air bags	Air bags could explode when not fitted, causing injury.	Infrequently probably once a month	Low	Brief workers on safe handling of air bags (from HSE's <i>A guide to the handling and storage of airbags and seat belt pretensioners at garages and motor vehicle repair workshops</i> (INDG280) Faulty units returned to vendor for disposal	Mr. L. Cupido : Section Supervisor	Yes	Next safety meeting

Inherent Hazards / Dangers	Risks To Health	Exposure Frequency	Probability Of Injury	ACTION PLAN	Action By	Hazard Mitigated	Follow Up By
Manual handling Movement of components	Workers risk injuries or back pain or pain elsewhere from handling heavy and/or bulky objects.	Daily	High	Workers are trained in safe manual handling and to ensure contractors follow safe manual handling techniques  Brief workers on handling tyres, refer to HSE publication <i>Collection and delivery of tyres – Tackling the risk of manual handling injuries: a practical guide</i>	Mr. Cupido to arrange manual handling training for the workers in the store.  A detailed assessment to be done using HSE publication <i>Manual handling assessment charts</i>	2015-05-12	Next safety meeting
Hazardous substances Contact with used engine oil etc. during servicing	Skin contact over a long period can lead to severe dermatitis and skin cancer.  Risks from dermatitis and skin cancer to be explained to workers	Daily	High	Nitrile gloves supplied and used Garage overalls supplied and used Contract for regular cleaning of overalls Workers informed to clean hands thoroughly and use skin creams provided after contact with hazardous substances	Supervisor Mr. Cupido to start keeping a check that gloves are being used	Further checks required.	Report on status at next safety meeting on the 15 <sup>th</sup> June 2015
Forklift engine running inside, toxic fumes, e.g. carbon monoxide	The fumes may cause eye irritation and breathing difficulties.	Daily	High	Car exhaust attached to extractor system when engine is running. Extractor system maintained and tested to prevent leaks	Mr. Lombard will do daily checks on the status and inform of the dangers	Further checks required.	

Inherent Hazards / Dangers	Risks To Health	Exposure Frequency	Probability Of Injury	ACTION PLAN	Action By	Hazard Mitigated	Follow Up By
Fire Petrol and LPG fires	If trapped workers and customers could suffer fatal injuries from smoke inhalation/burns.	Low	Medium	Fire alarms maintained and tested by manufacturer. Extinguishers provided and inspected under contract	Manager Ingram to arrange training on use of extinguishers for all workers	Yes	Report by next safety meeting
				Special fire exits not needed as all work areas have immediate access to outside Workers trained in hazards of LPG	Annual fire drill to be carried out	Planned on 29 August 2015	Report by next safety meeting
Battery charging	Workers could suffer burns from contact with battery acid while charging, particularly if battery is overcharged and explodes.	Daily	Low	Proprietary charger, installed by electrician, is used in accordance with instructions	No further action required	Completed on 10 <sup>th</sup> May 2015	Report by next safety meeting
				Acid-resistant gloves and goggles supplied and used			
				Residual current device (RCD) built into main switchboard.			
Oil spillage	Pollution of storm water drains	Daily / High	High	Absorbent granules and sawdust put on spills as soon as possible	Weekly housekeeping check to be started	2012-05-12	Report by next safety meeting

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(Company name) ENGINEERING WORKS  
QUALITY MANAGEMENT POLICY STATEMENT

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

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

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

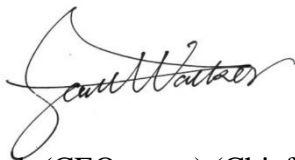
We have the following systems and procedures in place to support us in our aim of total customer satisfaction and continuous improvement throughout our business:

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

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

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

The policy review date is 15<sup>th</sup> March 2020



Signed: (CEO name) (Chief Executive)

Date: 25<sup>th</sup> January 2020

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A quality management system should contain the following aspects.

**1. QMS QUALITY MANAGEMENT STANDARDS**

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

**1.1. QMS CLIENT CENTERED**

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

**1.2. QMS QUALITY MANAGEMENT POLICY**

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

**1.3. QMS QUALITY MANAGEMENT MANUAL**

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

**1.4. QMS STAFF TRAINING**

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

**1.5. QMS WORK OPERATING PROCEDURES**

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

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

**1.6. QMS METRICS**

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

**1.7. QMS RECORD KEEPING**

In terms of this technical specification, the service provider must have a reliable and easily traceable and auditable system of record keeping in support of quality management requirements and the statutory period of 10 years for all lifting machinery repair documentation or 5 years for other repairs and maintenance instances..

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

**1.8. QMS AUDITS**

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

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

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

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

Mr. \_\_\_\_\_  
Managing Director

20<sup>th</sup> March 2020









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 12 Hertzog Boulevard,  
 Cape Town, 8001  
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 0800 65 64 63



Update: 06/03/2018

**HEAD OFFICE**

**DIRECTOR'S OFFICE**

Cheryl Walters  
 Director: Development Management  
 021 400 7572  
 082 567 7669

**MANAGER OPERATIONS**

Pieter Terblanche  
 Manager: Land Development  
 South and East  
 021 400 6442  
 084 603 3528

Emil Schnackenberg  
 Manager: Land Development  
 North and Central  
 021 400 9410  
 083 417 9980

**LAND MANAGEMENT**

Jaco van der Westhuizen  
 Manager: Land Management  
 021 400 3847  
 084 603 1796

Pieter Koekemoer  
 Head: Building Development Management  
 021 400 7581  
 082 805 5507

Richard Walton  
 Head: Land Use Management  
 021 400 7579  
 071 256 2934

**DISTRICT OFFICES**

**TABLE BAY DISTRICT**

PHYSICAL ADDRESS: Media City Building, 2nd Floor,  
 cnr Adderley Street and Hertzog  
 Boulevard, Cape Town, 8001  
 POSTAL ADDRESS: PO Box 4529, Cape Town, 8000  
 CONTACT NUMBER: 021 400 6444  
 FAX NUMBER: 086 202 9991  
 E-MAIL: Comments\_Objections.Tablebay@capetown.gov.za

Marx Mupariwa  
 District Manager: Table Bay  
 021 400 6443  
 082 926 8079

Gregory September  
 Section Head: Land Use Management  
 021 400 6447  
 084 499 4923

Benito Cogill  
 Section Head:  
 Building Development Management  
 021 400 6478  
 083 949 7066

Christiaan Coetzee  
 Section Head: Customer Interface  
 021 400 6497  
 064 757 3964

**BLAAUWBERG DISTRICT**

PHYSICAL ADDRESS: Municipal Building, 87 Pienaar Road,  
 Milnerton, 7441  
 POSTAL ADDRESS: PO Box 35, Milnerton, 7435  
 CONTACT NUMBER: 021 444 0561  
 FAX NUMBER: 086 202 9679  
 E-MAIL: Comments\_Objections.Blaauwberg@capetown.gov.za

Dewaldt Smit  
 District Manager: Blaauwberg  
 021 444 0560  
 082 805 9174

Elmari Marais  
 Section Head: Land Use Management  
 021 444 0562  
 082 083 2322

Willie Schulze  
 Section Head:  
 Building Development Management  
 021 444 0569  
 084 628 9708

Vacant  
 Section Head: Customer Interface  
 021 444 0581

**DISTRICT OFFICES**

**NORTHERN DISTRICT**

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

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

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

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

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

**TYGERBERG DISTRICT**

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

POSTAL ADDRESS: Private Bag X4, Parow, 7499

CONTACT NUMBER: 021 444 7843

FAX NUMBER: 086 202 9256

E-MAIL: Comments\_Objections.Tygerberg@capetown.gov.za

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

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

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

Eric Dirks  
Section Head: Customer Interface  
021 444 7847

**DISTRICT OFFICES**

**HELDERBERG DISTRICT**

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

POSTAL ADDRESS: PO Box 19, Somerset West, 7129

CONTACT NUMBER: 021 444 4619

FAX NUMBER: 086 202 9778

E-MAIL: Comments\_Objections.Helderberg@capetown.gov.za

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

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

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

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

**MITCHELLS PLAIN / KHAYELITSHA DISTRICT**

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

POSTAL ADDRESS: Private Bag X93, Bellville, 7535

CONTACT NUMBER: 021 360 1101

FAX NUMBER: 086 202 9810

E-MAIL: Comments\_Objections.Khayemitch@capetown.gov.za

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

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

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

Marlénette van Schalkwyk  
Section Head: Customer Interface  
021 360 1167

**DISTRICT OFFICES**

**CAPE FLATS DISTRICT**

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

POSTAL ADDRESS: PO Box 283, Athlone, 7760

CONTACT NUMBER: 021 684 4369

FAX NUMBER: 086 202 9745

E-MAIL: Comments\_Objections.CapeFlats@capetown.gov.za

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

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

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

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

**SOUTHERN DISTRICT**

PHYSICAL ADDRESS: Plumstead Administrative Building, cnr  
Main and Victoria Roads, Plumstead, 7800

POSTAL ADDRESS: Private Bag X5, Plumstead, 7801

CONTACT NUMBER: 021 444 7721

FAX NUMBER: 086 202 9985

E-MAIL: Comments\_Objections.Southern@capetown.gov.za

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

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

Vacant  
Section Head:  
Building Development Management  
021 444 2603

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

## ADDENDUM P SUPPLIER DEVELOPMENTAL AREAS

### TENDERERS ARE NOT REQUIRED TO COMPLETE THIS SCHEDULE.

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

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

<b><u>DEVELOPMENTAL AREAS</u></b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
<b>OCCUPATIONAL HEALTH AND SAFETY</b>			
The City of Cape Town expects development to compliant in this area over the tenure of the contract.			
Health and Safety Compliance Checklist Addendum 13			
<b>WORKSHOP</b>			
Fire Risk Survey Certificate			
Electrical Compliance Certificate			
<b>FACILITIES</b>			
It is expected that the areas listed below be considered important and planned for by the respective Service Provider.			
Wash bays with oil traps			
Appropriate battery bay / charging area			
<b>ENVIRONMENTAL</b>			
The Service Provider is to apply his / her resources effectively to reduce the impact of the waste / effluent generated by the business.			
Hazardous waste separation			
Safe storage of hazardous chemicals			
Material Safety Data Sheets on hand			
Oil store / cabinet			
Oil spillage containment / spill kit			
Air borne pollutants			
<b>ARTISAN TOOLS</b>			
<b>ANALYSIS</b>			
Hydrometer (Battery and Antifreeze)			

<b><u>DEVELOPMENTAL AREAS</u></b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
<b>FAULT FINDING</b>			
Stethoscope			
Lead light			
Magnetic pickup tool			
<b>PLIERS</b>			
Various			
<b>MEASURING</b>			
Vernier Calliper			
Tape Measure			
Feeler gauges set			
S/Steel ruler 300mm			
<b>ALLEN KEYS</b>			
Set of Allen keys			
<b>SPANNERS AND SOCKETS</b>			
Socket sets 3/8 inch drive up to 13mm			
Socket sets 1/2 inch drive up to 24mm			
Socket sets 3/4 inch drive up to 32mm			
Combination Spanner set (6 – 32 mm)			
Shifting spanner			
Torx socket set			
Power bar 1/2 inch driver			
<b>SCREWDRIVERS</b>			
Screwdriver various			
Torque screwdriver			
<b>METAL WORKING</b>			
Set of steel files			
Set of steel chisels			
Hacksaw & blades			
Ball Pein hammer			
Tommy bar			
Centre punch set			
Pry bar			
Stud extractor			
<b>WORKSHOP TOOLS</b>			
The list of equipment listed below is generally accepted in the industry to be found in an established motor mechanics workshop.			
<b>ARTISAN WORK AREA</b>			
Workshop Bench & Vice			
Bench Grinder			
Drill press 13mm			

<b><u>DEVELOPMENTAL AREAS</u></b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
<b>ARTISAN WORK AREA (CONTINUED)</b>			
Jumper Cables			
Battery charger			
Battery Booster Cables 400 amp			
Creeper			
Fender Covers & Seat Covers			
Drip Trays – Diesel & Graded			
Oil collection trolley on wheels			
<b>TOOL STORE ITEMS</b>			
Vehicle OEM workshop manuals			
<b>MEASURING</b>			
Micrometer			
Dial Indicator plunger type			
<b>ELECTRICAL</b>			
Multi-meter			
Drilling machine hand held			
Portable grinder 700W			
Pressure gauges various i.e. oil pressure			
Tap & Die Set Carbon 3 – 12mm			
Air brake pressure gauge			
<b>TYRE REPAIR TOOLS</b>			
Air compressor			
Air pressure gauges			
Tyre cage (Trucks)			
<b>IMPACT WRENCHES</b>			
Sockets ½ inch drive 10 - 24mm			
Sockets ¾ inch drive 16 – 32mm (Trucks)			
<b>TORQUE WRENCHES</b>			
60Nm – 340Nm			
300Nm – 700Nm (Trucks)			
Torx head socket set			
<b>WELDING</b>			
Electric welder and hoods			
Gas brazing equipment and goggles			
<b>LUBRICATION</b>			
Grease gun			

**1 SERVICE PROVIDER DEVELOPMENT**

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

**1.1 DEVELOPMENT OF EMERGING BUSINESSES AND DTI INCENTIVES**

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

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

**1.2 QUALITY AND STANDARDS UNIT**

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

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

**1.2.1 QUALITY STANDARDS ISO 9001**

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

**1.2.2 The offerings are (amongst others): -**

Quality awareness coaching sessions  
Quality health checks - Electronic business maturity tools  
Quality booklets – Micro-enterprise support

Training, and training of trainers on:

- ISO 9001:2008;
- ISO 18001

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

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

**1.2.4 Quality and Standards Unit contact details**

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

**1.3 SABS TRAINING ACADEMY**

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

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

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

**1.3.3** For more information:  
v<https://sabs.onlinebookings.co.za>  
or call +27 12 428 6877/676;  
or email: [info@sabs.co.za](mailto:info@sabs.co.za)

**1.4 CITY OF CAPE TOWN ENTERPRISE AND INVESTMENT DEPARTMENT**

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

In this context contact Enterprise and Investment at  
[Development.Enquiries@capetown.gov.za](mailto:Development.Enquiries@capetown.gov.za)

## C.6 SPECIAL CONDITIONS OF CONTRACT

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

### 1. Definitions

*Insert new clause 1.1A with the following:*

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

*Delete Clause 1.15 and substitute with the following*

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

*Delete Clause 1.19 and substitute with the following*

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

*Delete Clause 1.21 and substitute with the following:*

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

*Add the following after Clause 1.25:*

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

### 3. General Obligations

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

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



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

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

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

*Add the following after clause 5.4:*

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

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

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

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

*Add the following after clause 5.8:*

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

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

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

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

information.

#### 5.10 **PERFORMANCE MONITORING**

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

### **7. Performance Security**

*Delete clause 7.1 to 7.4 and replace with the following:*

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

### **8. Inspections, tests and analyses**

*Delete Clause 8.2 and substitute with the following:*

8.2 If it is a bid condition that 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 Product Liability - necessary cover for losses if the Vendor is designing, manufacturing or fitting a particular/specific/custom component on any of the City's vehicles as part of the maintenance process.
- 11.2.5 Defective Workmanship - necessary cover for completion of rework as well as damage to the City's property which results from the defective workmanship / components.
- 11.2.6 Motor Traders Policy (internal risks) – 'necessary cover for accidental damage to City of Cape Town vehicles whilst on the premises of the Vendor; Loss of or damage to vehicles (not owned by the Insured) whilst on the Insured Property including liability to a third party.
- 11.2.7 Motor Traders Policy (external risks) - necessary cover for accidental damage to City of Cape Town vehicles whilst away from the premises of the Vendor. Loss of or damage to vehicles (not owned by the Insured) whilst in the course of a journey including liability to a third party.
- 11.2.8 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 twelve (12) months on workmanship and parts from the day the fleet asset was collected by or delivered to the City of Cape Town. Refer to clause 11.2 of the Specifications.

## 16. Payment

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

- 16.1 Payment of invoices will be made:

- 16.1.1 Within 30 (thirty) days of receiving the relevant invoice or statement from the Supplier, unless otherwise prescribed for certain categories of expenditure or specific contractual requirements in accordance with any other applicable policies of the Purchaser.
- 16.1.2 Notwithstanding anything contained above, the Purchaser shall not be liable for payment of any invoice that pre-dates the date of delivery of any Goods and/or Services.

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

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

*Add the following after clause 16.4*

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

in terms of this Contract are listed in the table below, and for which the Purchaser is prepared to make advance payment to the Supplier, subject to the conditions below. Should an item or items be added to the list at tender stage by a tenderer, no obligation to advance payment shall be incurred by the Purchaser, for such items added by the tenderer except as provided for herein.

Plant and materials which have been manufactured and are stored by the supplier	Plant and materials yet to be manufactured and for which a deposit with order is required from the supplier by a third party manufacturer/supplier, and which may be stored by the supplier:
Not Applicable	Not Applicable

- 16.6.2 The Supplier can only rely on advance payment being permitted by the Purchaser in respect of the plant and materials listed in the table above. The Purchaser may, however, permit advance payment for other plant and materials in exceptional circumstances and at its sole discretion, during the course of the Contract, and upon reasonable request from the Supplier.
- 16.6.3 Advance payment for the purposes of deposits will only be provided up to a limit of **[Not Applicable]** of the value of any one item being claimed.
- 16.6.4 The Supplier shall provide the Purchaser with documentary evidence of the terms and conditions for which a deposit with order is required by a third party manufacturer/supplier, together with the advance payment guarantee.
- 16.6.5 The Supplier will also be permitted to obtain advance payment for the balance of the value of the plant and materials in respect of which he has paid a deposit, for an item which after manufacture is stored by the Supplier. The Supplier shall, in respect of such payment, provide an advance payment guarantee, either for such balance or, if the advance payment guarantee in respect of the deposit is to be returned by the Purchaser upon request, for the whole value of the item.

**17. Prices**

Add the following after clause 17.1

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

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

Subject to the above, contract price adjustment will be applicable as from commencement of the 13<sup>th</sup> month of the contract. Suppliers shall be entitled to claim contract price adjustment as follows:

  - **100%** of the year on year rate will be subject to adjustment **annually** based on the average percentage of 12 months as published by STATSSA: Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates) as follows:

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

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

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

## 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 relieve the Supplier from any liability or obligation under the Contract.

## 21. Delays in the supplier's performance

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

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

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

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

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

## 22. Penalties

**Delete clause 22.1 and replace with the following:**

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

The penalty for this contract shall be as follows:

Transgressions	Penalties
Any form of fraudulent action.	Contract termination process to be followed as per Clause 23 of the General Conditions of Contract as well as Special Conditions of Contract (and possible restriction from CCT supplier list).
<p><b><u>Quality in accordance with Specifications:</u></b></p> <ul style="list-style-type: none"> <li>• Poor repair and/or maintenance work requiring rectification.</li> </ul>	<ul style="list-style-type: none"> <li>• 1<sup>st</sup> - 3<sup>rd</sup> Offence: Written warning and immediate rectification of poor quality.</li> <li>• 4<sup>th</sup> Offence: 1 month's work allocation suspension.</li> <li>• 5<sup>th</sup> Offence: Contract termination process to be followed.</li> </ul> <p>This restriction will not affect Works Orders already accepted, prior to sanction.</p>
<p><b><u>Customer Service/Administration:</u></b></p> <ul style="list-style-type: none"> <li>• Failure to provide any quotation to the applicable department within the stipulated timelines. These timelines may be amended within contract execution by mutual agreement between both parties.</li> <li>• Failure to supply original detailed invoices for all goods / service supplied / rendered as well as supporting evidence, if required, at time of invoicing within the stipulated timelines. These timelines may be amended within contract execution by mutual agreement between both parties.</li> <li>• Invoice accuracy: Failure to submit invoices in the stipulated format and/or insufficient contents.</li> <li>• All further obligations indicating adherence to specific timelines, as per clause 12 of Specifications.</li> </ul>	<ul style="list-style-type: none"> <li>• 1<sup>st</sup> - 3<sup>rd</sup> Offence: Written warning and demand for immediate rectification.</li> <li>• 4<sup>th</sup> Offence: 1 month's work allocation suspension.</li> <li>• 5<sup>th</sup> Offence: Continuous 1 month's work allocation suspension.</li> </ul> <p>This restriction will not affect Works Orders already accepted, prior to sanction.</p>
<p><b><u>Delivery lead times:</u></b></p> <ul style="list-style-type: none"> <li>• Failure to achieve agreed delivery lead times.</li> </ul>	<p>Failure to timeously communicate <u>any</u> possible legitimate repair delays, which will negatively impact the City's ability to provide services and goods to the Metropole, will result in an Incident Performance review (over and above monthly reviews).</p> <p>A number of 3 (three) documented Incident negative performance reviews pertaining to agreed delivery lead times</p>



	<p>not met, will result in the following:</p> <ul style="list-style-type: none"> <li>• 1<sup>st</sup> - 3<sup>rd</sup> Offence: Written warning and demand for immediate rectification.</li> <li>• 4<sup>th</sup> Offence: 1 month's work allocation suspension.</li> <li>• 5<sup>th</sup> Offence: Continuous 1 month's work allocation suspension.</li> </ul> <p>This restriction will not affect Works Orders already accepted, prior to sanction.</p>
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22.2 The Purchaser shall, without prejudice to its other remedies under the contract, deduct from amounts payable, financial penalties as contained on the Preference Schedule for breaches of the conditions upon which preference points were awarded.

**23. Termination for default**

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

**23. Termination**

*Add the following to the end of clause 23.1:*

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

*Add the following after clause 23.7:*

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

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

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

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

23.8.4 Reputational risk or harm to the Purchaser

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

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

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

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

## 26. Termination for insolvency

*Delete clause 26.1 and replace with the following:*

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

## 27. Settlement of Disputes

*Amend clause 27.1 as follows:*

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

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

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

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

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

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

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

## 28. Limitation of Liability

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

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

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

*Add the following after clause 28.1:*

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

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

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

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

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

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

### **31. Notices**

*Delete clauses 31.1 and 31.2 and replace with the following:*

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

### **32. Taxes and Duties**

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

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

*Add the following after clause 32.3:*

32.4 The VAT registration number of the CCT is 4500193497.

**ADDITIONAL CONDITIONS OF CONTRACT**

Add the following Clause after Clause 34:

**35. Reporting Obligations**

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

**36. WORKSHOP PREMISES AND FACILITIES**

- 36.1. The supplier must within ninety (90) days from commencement of the contract, establish a Workshop Facility within the Geographical Boundaries of the City of Cape Town (a graphic depiction of the aforesaid Geographical Boundaries is attached to the Specifications marked Addendum T: Geographical Boundary Of The City Of Cape Town.) which meets the requirements set out in Specifications in full, and otherwise meets the requirements necessary for the supplier to render the services contemplated in this contract and to meet its obligations.
- 36.2. The City of Cape Town may perform only one (1) technical assessment of the Workshop Facility mentioned in clause 36.1 above, to confirm that it complies with the requirements set out in Specifications and otherwise meets the requirements necessary for the supplier to render the services contemplated in this contract and to meet its obligations.
- 36.3. Should the supplier fail to establish a Workshop Facility which complies with the aforementioned requirements, within the ninety (90) days mentioned in clause 36.1 above or a reduced period as contemplated in clause below, this shall be a material breach of the contract and the City shall be entitled to terminate the contract forthwith and without further notice to the supplier. The date on which the aforementioned technical assessment may be held, will not exceed two (2) weeks from expire of the ninety (90) days period.
- 36.4. The supplier may inform the City of Cape Town that it is ready for the technical assessment referred to in clause 36.2 above, earlier than the ninety (90) day period mentioned in clause 36.1 above, in which case the supplier shall forfeit the remaining days of the aforementioned period and the City of Cape Town shall be entitled to conduct the technical assessment at an agreed date and time between the parties, which shall not exceed two (2) weeks from receipt from the suppliers notification in terms of this clause.
- 36.5. The supplier shall cooperate fully and in good faith with the City of Cape Town in arranging for and assisting the City of Cape Town with the technical assessment referred to in clause 36.2 above, including but not limited to providing the City of Cape Town with access to all parts of the Workshop Facility during that assessment and demonstrating to the City all aspects of the facility relevant for the aforementioned technical assessment.
- 36.6. Notwithstanding the contents of 36.1 to 36.5 above, the City of Cape Town reserves the right, at its sole discretion and on fourteen (14) days' notice, to perform technical assessments of the Workshop Facility during the tenure of the contract as and when required, to ensure that the Workshop Facility meets the requirements set out in Specifications in full, and otherwise meets the requirements necessary for the supplier to render the services contemplated in this contract and to meet its obligations. Should the outcome of the technical assessment be that the Workshop Facility is not compliant with the aforesaid requirement, this shall be a material breach of the contract.
- 36.7. The 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.**

<b>COMPANY NAME</b>	
<b>HEAD OFFICE ADDRESS</b>	
<b>WORKSHOP ADDRESS</b>	

GPS CO ORDINATES	LONGITUDE		LATITUDE	
ITEM		CONFIRM WITH A TICK ✓	COMMENT	
<b>THE WORKSHOP</b>				
Workshop floor area		m <sup>2</sup>		
Fully enclosed workshop				
Concrete floor suitable for scope of work				
Maintenance Spares Store				
General repairs, welding, cutting area				
Machine shop section				
Spray area / booth for anti-corrosive treatment				
Driveline repair area				
Hydraulic repair area				
Hydraulic clean room				
Hydraulic hose manufacturing area				
Hydraulic oil store				
Engine Testing Area				
Undercarriage and Fabrication area				
Painting				
Tool store				
Battery charging bay				
<b>FACILITIES</b>				
Rest room / Staff / Client toilets				
<b>HEALTH AND SAFETY</b>				
Personal Protective Equipment Store				
Safety signage				
First Aid Kit				
<b>TYPICAL IN HOUSE MACHINERY - IN SUPPORT OF A FULL RANGE OF REPAIRS AND MAINTENANCE INTERVENTIONS.</b>				
Lathes, Milling machines				
Drill press, Bench Grinders				
Arc, CO2 and TIG welders				
Bending brakes, Guillotines				
Hydraulic hose crimping machines				
Hydraulic test bench				
Hydraulic press				
Overhead cranes, jib cranes				
<b>ARTISAN / SKILLED WORKER TOOLS</b>				
Tool box / cabinets with essential trade tools.				
<b>SECURITY</b>				
Security system in place				
<b>ENVIRONMENTAL</b>				
Waste Oil Bin				
Effluent to storm water prevented				
Effluent to sewer via working oil traps				
Oil spillage containment procedures – spill kits				
<b>FIRE PROTECTION</b>				
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## 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](http://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.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:
  - a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or



b) A cashier's or certified cheque.

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

## 8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

## 9. Packing

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

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

## 10. Delivery and documents

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

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

## 11. Insurance

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

## 12. Transportation

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

## 13. Incidental Services

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

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

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

## 14. Spare parts

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

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

## 15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in the SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and

expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## **16. Payment**

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

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

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

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

## **17. Prices**

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

## **18. Contract Amendments**

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

## **19. Assignment**

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

## **20. Subcontracts**

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

## **21. Delays in the supplier's performance**

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

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

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

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

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

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

## 22. Penalties

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

## 23. Termination for default

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

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

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

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

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

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

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

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

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the

Register, the person will be prohibited from doing business with the public sector for a period of not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction, and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

#### **24. Anti-dumping and countervailing duties and rights**

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

#### **25. Force majeure**

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

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

#### **26. Termination for insolvency**

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

#### **27. Settlement of Disputes**

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

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

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

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

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

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

#### **28. Limitation of Liability**

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

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

### **29. Governing language**

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

### **30. Applicable Law**

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

### **31. Notices**

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

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

### **32. Taxes and Duties**

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

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

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

### **33. National Industrial Participation (NIP) Programme**

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

### **34 Prohibition of Restrictive practices**

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

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

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

**C.8 ANNEXURES**

**Annexure A – Pro Forma Insurance Broker’s Warranty**



*Letterhead of supplier’s Insurance Broker*

Date \_\_\_\_\_

CCT  
City Manager  
Civic Centre  
12 Hertzog Boulevard  
Cape Town  
8000

Dear Sir

**TENDER NO.:**            **237S/2023/24**

**TENDER DESCRIPTION: REQUEST FOR SERVICE PROVIDERS TO BE PART OF A PANEL OFFERING SERVICING, DIAGNOSTIC TESTING, FAULT FINDING AND REPAIRS OF MOTORCYCLES, LIGHT VEHICLES AND TRUCKS FOR THE CITY OF CAPE TOWN FLEET**

NAME OF SUPPLIER: \_\_\_\_\_

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

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

*Yours faithfully*

Signed: \_\_\_\_\_

For: \_\_\_\_\_ (Supplier’s Insurance Broker)





MONTHLY PROJECT LABOUR REPORT



BENEFICIARY DETAILS AND WORK INFORMATION

CONTRACT OR WORKS PROJECT NUMBER:	
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Year	Month

Sheet		
1	of	

	(8)	(8)	(8)	(9)			(10)		(11)	(12)	(13)	(14)
No.	First name	Surname	ID number	New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	Job seeker database (Y/N)	Contract start date (DDMMYY)	Contract end date (DDMMYY)	No. days worked this month (excl. training)	Training days	Rate of pay per day (R - c)
1												
2												
3												
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Declared by Contractor or Vendor to be true and correct:	Name		Signature	
	Date			

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

# Annexure C - Pro Forma Performance Security/ Guarantee

**NOT APPLICABLE**

## GUARANTEE PERFORMANCE SECURITY

### GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: .....

Physical address of Guarantor: .....

"Supplier" means: .....

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

Amount in words: .....

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

Amount in words: .....

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

### PERFORMANCE GUARANTEE

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

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

Signed at .....

Date .....

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

Capacity .....

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

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....

## Annexure D - Pro Forma Advance Payment Guarantee

### ADVANCE PAYMENT GUARANTEE

#### NOT APPLICABLE

#### GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: .....

Physical address of guarantor: .....

"Supplier" means: .....

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

Amount in words: .....

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

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

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

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

Amount in words: .....

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

*the Guaranteed Advance Payment Sum or the full outstanding balance not repaid upon receipt of a first written demand from the CCT to the Guarantor at the Guarantor's physical address calling up this Advance Payment Guarantee, such demand stating that:*

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

Signed at .....

Date .....

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

Capacity .....

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

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....

Approved Financial Institution as at 28 February 2023:

**1.1 National Banks**

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

**1.2 International Banks (with branches in South Africa)**

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

**1.3 Insurance Companies**

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

## Annexure F - Tender Returnable Documents

### Schedule F.1: Contract Price Adjustment

#### 8 PRICING INSTRUCTIONS:

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

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

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

### 8.13 **Price Adjustment Mechanism:**

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

8.13.2 Subject to 8.13.1. above, Contract Price Adjustment will be applicable as from commencement of the 13<sup>th</sup> month of the contract. Suppliers shall be entitled to claim contract price adjustment as follows:

- **100%** of the year on year rate will be subject to adjustment **annually** based on the average percentage of 12 months as published by STATSSA: Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates) as follows:

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

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

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

#### **Example:**

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



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

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

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

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

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

**Schedule F.3: Declaration for Procurement above R10 million**

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

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

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

If YES, submit audited annual financial statements:

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

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

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

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

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

2.2 If YES, provide particulars:


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

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

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

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

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

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

If YES, furnish particulars below


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

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

\_\_\_\_\_  
 Date

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

### 1. GENERAL CONDITIONS

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

### 1.2 To be completed by the organ of state

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:

	<b>POINTS</b>
<b>PRICE</b>	<b>90</b>
<b>SPECIFIC GOALS</b>	<b>10</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 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 90/10 PREFERENCE POINT SYSTEMS**

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

90/10

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

**4. POINTS AWARDED FOR SPECIFIC GOALS**

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

4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 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.)

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	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3 Name of company/firm.....

4.4 Company registration number: .....

**4.5 TYPE OF COMPANY/ FIRM**

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

State Owned Company  
 [Tick applicable box]

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

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

For official use.		
<b>SIGNATURE OF CCT OFFICIALS AT TENDER OPENING</b>		
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 state<sup>1</sup>, or
  - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
  - 1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town (CCT) during the previous twelve (12) months, or
  - 1.4 from an entity who has employed a former CCT employee who was at a level of T14 or higher at the time of leaving the CCT's employ and involved in any of the CCT's bid committees for the bid submitted, if:
    - 1.4.1 the CCT employee left the CCT's employment voluntarily, during the previous twelve (12) months;
  - 1.5 a person who was a CCT employee, or an entity that employs a CCT employee, if
    - 1.5.1 the CCT employee left the CCT's employment whilst under investigation for alleged misconduct, or
    - 1.5.2 was facing disciplinary action or potential disciplinary action by the CCT, or
    - 1.5.3 was involved in a dispute against the CCT during the previous thirty six (36) months.
  
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
  
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
  - 3.1 Full Name of tenderer or his or her representative: \_\_\_\_\_
  - 3.2 Identity Number: \_\_\_\_\_
  - 3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): \_\_\_\_\_
  - 3.4 Company or Close Corporation Registration Number: \_\_\_\_\_
  - 3.5 Tax Reference Number: \_\_\_\_\_
  - 3.6 VAT Registration Number: \_\_\_\_\_
  - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
  - 3.8 Are you presently in the service of the state? **YES / NO**
    - 3.8.1 If yes, furnish particulars: \_\_\_\_\_
  - 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
    - 3.9.1 If yes, furnish particulars: \_\_\_\_\_
  - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
    - 3.10.1 If yes, furnish particulars: \_\_\_\_\_
  - 3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
    - 3.11.1 If yes, furnish particulars: \_\_\_\_\_
  - 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
    - 3.12.1 If yes, furnish particulars: \_\_\_\_\_

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

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

Full Name	Identity Number	State Employee Number

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

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

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

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

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

**Schedule F.6: Conflict of Interest Declaration**

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

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

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


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

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

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

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

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


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

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

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

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

\_\_\_\_\_  
 Date



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

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

To: THE CITY MANAGER, City of Cape Town

From: \_\_\_\_\_  
(Name of tenderer)

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

The tenderer:

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

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

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

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

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

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

\_\_\_\_\_  
Date

<b>Schedule F.9: Certificate of Independent Tender Determination</b>
--

I, the undersigned, in submitting this tender number **237S/2023/24** and tender description: **REQUEST FOR SERVICE PROVIDERS TO BE PART OF A PANEL OFFERING SERVICING, DIAGNOSTIC TESTING, FAULT FINDING AND REPAIRS OF MOTORCYCLES, LIGHT VEHICLES AND TRUCKS FOR THE CITY OF CAPE TOWN FLEET** in response to the tender invitation made by THE CCT, do hereby make the following statements, which I certify to be true and complete in every respect:

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

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

\_\_\_\_\_  
Signature

Print name:

\_\_\_\_\_  
Date

On behalf of the tenderer (duly authorised)

**(<sup>1</sup> 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.11: List of Other Documents Attached By Tenderer**

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

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

Attach additional pages if more space is required.

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

\_\_\_\_\_  
 Date

**Schedule F.12: Record of Addenda to Tender Documents**

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

	<b>Date</b>	<b>Title or Details</b>
<b>1.</b>		
<b>2.</b>		
<b>3.</b>		
<b>4.</b>		
<b>5.</b>		
<b>6.</b>		
<b>7.</b>		
<b>8.</b>		
<b>9.</b>		
<b>10.</b>		

Attach additional pages if more space is required.

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

\_\_\_\_\_  
 Date

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

The following information shall be provided with the Tender submission:

**a. WORKSHOP PREMISES AND FACILITIES**

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

Refer to clause 36 of the Special Conditions of Contract

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

Yes ( ) No ( )

**b. SCHEDULE 13A - KEY PERSONNEL**

For ***each category*** tendered for, the tenderer must complete the relevant **SCHEDULE 13A: KEY PERSONNEL** and list:

- 1) the key personnel,
- 2) complete the attached CV template for each artisan,
- 3) provide certificates of each artisan's qualifications (Petrol/Diesel/Automotive Motor/Motorcycle Mechanic or equivalent trade test), **AND**
- 4) proof of the employment for each artisan.

**In a case where an artisan is qualified in more than one category and holds the applicable trade tests as outlined in clause 6.3 of the Specifications, only one set of qualifications/certificates can be submitted. The relevant schedules and CV template must however be completed.**

**c. SCHEDULE 13B - FIELD SERVICE VEHICLE (OPTIONAL)**

*Field service vehicle may be owned and registered in the tenderers name, or have a leasing contract in place or have a contract in place with a competent sub-contractor for the provision of field services. In this regard, the tenderer must submit the pro-forma agreement or SLA with the sub-contracting party*

Proof of ownership, lease agreement, contract agreement or a letter of intent to purchase must be provided if tendering for a field service vehicle.

**d. SCHEDULE 13C- 13D**

These schedules will not be used for evaluation purposes however must be completed and submitted with the tender submission. Tenderers are to indicate which tools and/or equipment are owned or leased/to be leased or to be purchased. **Refer to clause 7.4.1 of the Specifications.**

**e. SCHEDULE 13E**

This schedule will not be used for evaluation purposes however must be completed and submitted with the tender submission



**SCHEDULE 13A (1) - KEY PERSONNEL (Motorcycles)**

Tenderers are required to provide evidence (trade test qualification and complete below CV template) demonstrating the relevant qualification and minimum of 2 years post-qualification experience of their key personnel (i.e.trade test artisans) to deliver the requirements of this tender. Refer to clause 6.1 of the Specifications.

<b>STAFF CATEGORY</b>	<b>NUMBER OF STAFF (PERMANENTLY EMPLOYED)</b>
<b>TRADE QUALIFIED ARTISANS</b>	.....
<b>SPECIAL WORKMEN</b>	.....

<b>NAME AND SURNAME</b>	<b>DESIGNATION</b>	<b>TECHNICAL QUALIFICATION</b>	<b>MAIN COMPETENCY AREA</b>	<b>CV TEMPLATE COMPLETED AND TRADE-TEST QUALIFICATION ATTACHED  YES / NO</b>

**\*\* If further space is required, the details can be provided on a separate sheet in the same format as above.**

**CV Template for Artisan/s****Motorcycles**

Tenderer to note that the following template shall be populated to stipulate current and previous employment.

Name/s:	Position:	
Current Employer:	Duration:	
	Start-Date:	End-Date (if applicable):
Main Duties:		

Previous Employer:	Duration:	
	Start- Date:	End- Date:
Main Duties:		

*\*\* If further space is required, the details can be provided on a separate sheet.  
Template may be duplicated if more than one artisan is listed.*

**SCHEDULE 13A (2) - KEY PERSONNEL (Light Vehicles)**

Tenderers are required to provide evidence (trade test qualification and complete below CV template) demonstrating the relevant qualification and minimum of 2 years post-qualification experience of their key personnel (i.e.trade test artisans) to deliver the requirements of this tender. Refer to clause 6.1 of the Specifications.

<b>STAFF CATEGORY</b>	<b>NUMBER OF STAFF (PERMANENTLY EMPLOYED)</b>
<b>TRADE QUALIFIED ARTISANS</b>	.....
<b>SPECIAL WORKMEN</b>	.....

<b>NAME SURNAME</b>	<b>AND</b>	<b>DESIGNATION</b>	<b>TECHNICAL QUALIFICATION</b>	<b>MAIN COMPETENCY AREA</b>	<b>CV TEMPLATE COMPLETED AND TRADE-TEST QUALIFICATION ATTACHED  YES / NO</b>

**\*\* If further space is required, the details can be provided on a separate sheet in the same format as above.**

**CV Template for Artisan/s****Light Vehicles**

Tenderer to note that the following template shall be populated to stipulate current and previous employment.

Name/s:	Position:	
Current Employer:	Duration:	
	Start-Date:	End-Date (if applicable):
Main Duties:		

Previous Employer:	Duration:	
	Start- Date:	End- Date:
Main Duties:		

*\*\* If further space is required, the details can be provided on a separate sheet.  
Template may be duplicated if more than one artisan is listed.*

**SCHEDULE 13A (3) - KEY PERSONNEL (Trucks)**

Tenderers are required to provide evidence (trade test qualification and complete below CV template) demonstrating the relevant qualification and minimum of 2 years post-qualification experience of their key personnel (i.e. trade test artisans) to deliver the requirements of this tender. Refer to clause 6.1 of the Specifications.

<b>STAFF CATEGORY</b>	<b>NUMBER OF STAFF (PERMANENTLY EMPLOYED)</b>
<b>TRADE QUALIFIED ARTISANS</b>	.....
<b>SPECIAL WORKMEN</b>	.....

<b>NAME AND SURNAME</b>	<b>DESIGNATION</b>	<b>TECHNICAL QUALIFICATION</b>	<b>MAIN COMPETENCY AREA</b>	<b>CV TEMPLATE COMPLETED AND TRADE- TEST QUALIFICATION ATTACHED  YES / NO</b>

**\*\* If further space is required, the details can be provided on a separate sheet in the same format as above.**

**CV Template for Artisan/s****Trucks**

Tenderer to note that the following template shall be populated to stipulate current and previous employment.

Name/s:	Position:	
Current Employer:	Duration:	
	Start-Date:	End-Date (if applicable):
Main Duties:		

Previous Employer:	Duration:	
	Start- Date:	End- Date:
Main Duties:		

*\*\* If further space is required, the details can be provided on a separate sheet.  
Template may be duplicated if more than one artisan is listed.*

**SCHEDULE 13B - FIELD SERVICE VEHICLES (OPTIONAL)**

<b>PARTS CLEANING AREA</b>	Parts Washer	
	Waste solvent draining tank	
<b>DIAGNOSTICS</b>	Diagnostic OBD fault code computer	
	4 Gas analyser	
	Brake fluid tester	
	Compression tester kit universal	
	Cylinder leak detector m12/14mm	
	Radiator pressure tester	

<b>VEHICLE MAKE / MODEL</b>	<b>AGE</b>	<b>OWNED / LEASED/ CONTRACTED OUT</b>	<b>REG NUMBER</b>

***\* Field service vehicle may be owned and registered in the tenderers name, or have a leasing contract in place or have a contract in place with a competent sub-contractor for the provision of field services. In this regard, the tenderer must submit the pro-forma agreement or SLA with the sub-contracting party.***

## SCHEDULE 13C - ARTISAN TOOLS

### TENDERERS TO NOTE:

The following is **not** intended to be a complete list of appropriate tooling for maintenance and repairs. It is a list of the minimum standard equipment which should be found in a mechanic's toolbox.

Tenderers are to therefore ensure that each of their technical staff are suitably equipped with an appropriate trade related tool box suitable for the work they are tendering for.

ARTISAN TOOLS	✓ if available
<b>APPROPRIATE TOOL CHEST / BOX WITH TOOLS</b>	
Containing typically :-	
<b>PLIERS VARIOUS:</b>	
<b>MEASURING:</b> Vernier Calliper ,Tape measure, Set of feeler Gauges Stainless Steel Ruler 300mm	
<b>FAULT FINDING:</b> Stethoscope , Lead Light, Magnetic Pick up tool	
<b>ALLEN KEYS:</b> Set of Allen key sockets, Allen keys	
<b>SPANNERS and SOCKETS:</b> Socket sets 3/8 inch drive up to 13mm, 1/2 inch drive up to 24mm, 3/4 inch drive up to 32mm (if applicable), Combination Spanner set (6 – 32 mm), Shifting spanner, Torx Socket Set, Power bar 1/2 inch driver	
<b>SCREWDRIVERS:</b> Screwdriver sets (Flat and Star) ,Torque screwdrivers	
<b>ANALYSIS:</b> Hydrometer 2in1 Anti-freeze / Battery	
<b>METAL WORK:</b> Set of steel files and chisels, Hacksaw Frame & Blade, Ballpeen Hammer, Tommy bar, Pin punch set, Centre punch set, Pry bar – pointed and flat ends	



**SCHEDULE 13 D - WORKSHOP EQUIPMENT**

**TENDERERS TO NOTE:**

THE FOLLOWING IS NOT INTENDED TO BE A COMPLETE LIST OF APPROPRIATE EQUIPMENT. IT IS A TYPICAL LIST OF STANDARD EQUIPMENT WHICH SHOULD BE FOUND IN A MOTOR VEHICLE/TRUCK REPAIR WORKSHOP. TENDERERS NEED TO ACQUAINT THEMSELVES WITH THE TYPE OF EQUIPMENT REQUIRED FOR REPAIRS TO THE MODERN VEHICLES SUCH AS IS FOUND IN THE CITY OF CAPE TOWN'S FLEETS

FOR MOTORCYCLES, TENDERERS ARE TO NOTE THAT NOT ALL ITEMS LISTED BELOW WILL BE REQUIRED.

**WORKSHOP EQUIPMENT - 1/2**

Workshop Equipment	✓ if available
<b>ARTISAN WORK AREA</b>	
Workshop Bench & Vice	
Jumper Cables	
Battery Booster Cables	
Bench Grinder	
Battery charger	
Drill press	
Creepers	
Fender Covers & Seat Covers	
<b>TOOL STORE</b>	
Vehicle OEM workshop manuals	
Micrometer	
Dial Indicator plunger type	
Multi-meter	
Pressure gauges various i.e. oil pressure	
Drill portable	
Grinder	
Stud extractor	
Tap & Die Set Carbon	
Air Pressure gauges	
Air Brake Pressure Gauge (if applicable)	
Soldering iron	
(Light Vehicles) Impact Wrenches 13mm – 16mm	
(Trucks) Impact Wrenches 13mm – 32mm	
(Light vehicles) Torque Wrenches 60Nm – 340Nm	
(Trucks) Torque Wrenches 300 Nm – 700 Nm	
Torx head socket set	

**SCHEDULE 13E - WASTE REMOVAL COMPANIES**

WASTE REMOVAL COMPANY	ADDRESS	PHONE	WASTE REMOVED

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

\_\_\_\_\_  
Date

## Schedule F.14: Appeal Application

annexure 'B'

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

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

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

GL DATA CAPTURE RECEIPT  
(CASHIERTO RETAIN A COPY)

RECEIPT NO: \_\_\_\_\_

DATE: \_\_\_\_\_

SAP GL:

8 1 0 1 0 0

PROFIT CENTRE:

1 3 0 5 0 0 0 1

NAME/COMPANY NAME:

AMOUNT:

R 3 0 0 - 0 0

SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES: APPEALS UNIT

CONTACT PERSON: CHARLENE CEBEKHULU / MELANIE CLOETE

PHONE NO: 021 400 2503 / 021 400 3788

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

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

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

GL DATA CAPTURE RECEIPT  
(CASHIERTO RETAIN A COPY)

RECEIPT NO: \_\_\_\_\_

DATE: \_\_\_\_\_

SAP GL:

8 1 0 1 0 0

PROFIT CENTRE:

1 3 0 5 0 0 0 1

NAME/COMPANY NAME:

AMOUNT:

R 3 0 0 - 0 0

SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES: APPEALS UNIT

CONTACT PERSON: CHARLENE CEBEKHULU / MELANIE CLOETE

PHONE NO: 021 400 2503 / 021 400 3788

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