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

TENDER NO: 165G/2024/25**TENDER DESCRIPTION: SUPPLY AND DELIVERY OF 19M³ REFUSE COMPACTORS
(SUPPLIMENTATRY TO TENDER 049G/2022/23)****CONTRACT PERIOD: FROM THE COMMENCEMENT DATE OF THE CONTRACT UNTIL 30 JUNE
2026**

| | |
|--------------------------|---------------------|
| CLOSING DATE | 5 March 2025 |
| CLOSING TIME | 10:00 am |
| TENDER BOX NUMBER | 198 |
| TENDER FEE | R200.00 |

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

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

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

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

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THE TENDER

T.1 GENERAL TENDER INFORMATION

| | | |
|---|---|---|
| TENDER ADVERTISED | : | 31 January 2025 |
| SITE VISIT/CLARIFICATION MEETING | : | 10:00am on 13 February 2025 (Not compulsory, but strongly recommended) |
| VENUE FOR SITE VISIT/CLARIFICATION MEETING | : | https://teams.microsoft.com/l/meetup-join/19%3ameeting_YjdhMmU0MzctNmJkOS00YmZkLThkZjQtMjJkN2RhN2NiYmY0%40thread.v2/0?context=%7b%22Tid%22%3a%22ff731495-b3c8-44b3-93f8-6fca8fc5a699%22%2c%22Oid%22%3a%2275ac3449-160f-46ef-83c5-1d25506254de%22%7d |
| TENDER BOX & ADDRESS | : | <p>Tender Box as per front cover at the Tender & Quotation Boxes Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.</p> <p>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. 165G/2024/25 - TENDER DESCRIPTION: SUPPLY AND DELIVERY OF 19M³ REFUSE COMPACTORS (SUPPLIMENTATRY TO TENDER 049G/2022/23)”, 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.</p> <p>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.</p> |
| CCT TENDER REPRESENTATIVE | : | Email: SCM.Tenders17@capetown.gov.za (Please reference the Tender number in the subject line for emails) |

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 per item.

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

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

The contract period shall be **from the commencement date of the contract until 30 June 2026**

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not] be followed

2.1.5.3 Nomination of Standby Bidder

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

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

2.1.6.1 Disputes, objections, complaints and queries

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

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

2.1.6.2 Appeals

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

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

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

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

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

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

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

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

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

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

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

2.1.6.7 Compliance to the CCTs Appeals Policy.

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

The current approved administration fee is R300.00 and may be paid at any of the Municipal Offices or at the Civic Centre in Cape Town using the GL Data Capture Receipt attached as Annexure F.14: Appeal Application Form. Alternatively, via EFT into the CCT's NEDBANK Account:

CITY OF CAPE TOWN and using Reference number: 198158966. You are required to send proof of payment when lodging your appeal.

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

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

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

2.1.7 CCT Supplier Database Registration

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

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

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

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

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

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

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

2.2 Tenderer's obligations

2.2.1 Eligibility Criteria

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

2.2.1.1.1 Submit a tender offer

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

2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

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

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

2.2.1.1.3 Compulsory clarification meeting

Not Applicable

2.2.1.1.4 Minimum score for functionality

Not Applicable

2.2.1.1.7 Provision of samples

Not Applicable

2.2.1.1.8 Technical Brochure

The tenderer must submit a latest technical brochure for the chassis and compactor, with technical information on their tendered product. The technical brochure must be the proposed make and model should there be discrepancy between the technical brochure and proposed make and model of vehicles offered the tenderer will be deemed non-responsive.

2.2.1.1.9 Mass Distribution Drawings

The tenderer must submit Mass distribution drawings (drawings must be as per South African metric) as required in the tender specification. The drawing must depict the entire refuse compactor. The mass distribution diagrams must be the proposed make and model should there be discrepancy between the drawing and proposed make and model of vehicles offered, the tenderer will be deemed non-responsive.

2.2.1.1.10 Builders of Motor Vehicles Registration Certificate

Tenderers must provide a valid Builders of Motor Vehicles registration certificate in terms National Road Traffic Act, act 93 for the body builder of compactors issued by the Provincial Government- Department of Transport and Public Road.

2.2.1.1.11 Proof of Registration as a Motor Dealer

Tenderers must submit documentary proof of registration as a motor dealer, in the form of either of the following:

a) Proof of Registration as a Motor Dealer/Manufacture

Tenderers must provide documentary proof in the form of an e-NaTIS Report or registration certificate that they are registered with the Provincial Government as a Motor Dealer or Manufacturer.

OR

b) Original Equipment Manufacturer Franchise Agreement Or Dealer Agreement

The tenderer's copy of the franchise agreement or dealer agreement with the Original Equipment Manufacturer (OEM) for all the vehicles.

OR

c) Original Equipment Manufacturer Motor Dealer Confirmation Letter

A letter from the OEM confirming that the tenderer is an approved/authorized dealer for all the vehicles offered on tender and will provide parts and maintenance of the equipment.

Failure to provide at least one of the above will be deemed non-responsive

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 C2, 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, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5), or included with this tender. The tenderer must record its Tax Compliance Status PIN number on the **Details of Tenderer** pages of the tender submission.

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

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

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

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

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

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

2.2.21 Claims arising from submission of tender

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

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

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

2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

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

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

2.3.2 Issue Notices

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

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

2.3.3 Opening of tender submissions

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

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

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

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

2.3.4 two-envelope system

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

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

2.3.5 Non-disclosure

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

a contract, until after the award of the contract to the successful tenderer.

2.3.6 Grounds for rejection and disqualification

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

2.3.7 Test for responsiveness

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

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

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

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

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

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

2.3.8 Arithmetical errors, omissions and discrepancies

2.3.8.1 Check the responsive tenders for:

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

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

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

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

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

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

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

2.3.9 Clarification of a tender offer

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

2.3.10 Evaluation of tender offers

2.3.10.1 General

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

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

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

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

2.3.10.2 Decimal places

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

2.3.10.3 Scoring of tenders (price and preference)

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

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

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

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

2.3.10.3.4 Applicable formula:

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

Price shall be scored as follows:

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

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 | Gender are women (ownership)* >75% - 100% women ownership: 3 points >50% - 75% women ownership: 2 points >25% - 50% women ownership: 1 point >0% - 25% women ownership: 0.5 point 0% women ownership = 0 points | 3 | <ul style="list-style-type: none"> Company Registration Certification Central Supplier Database report | <ul style="list-style-type: none"> Issued by the Companies and Intellectual Property Commission Report name: CSD Registration report |
| 2 | Race are black persons (ownership)* >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"> B-BBEE certificate; Company Registration Certification Central Supplier Database report | <ul style="list-style-type: none"> South African National Accreditation System approved certificate or commissioned sworn affidavit Issued by the Companies and Intellectual Property Commission Report name: CSD Registration report |
| 3 | Disability are disabled persons (ownership)* | 1 | <ul style="list-style-type: none"> Proof of disability | <ul style="list-style-type: none"> Medical certificate/ South African Revenue Services disability registration |

| | | | | |
|--|---|-----------|---|---|
| | WHO disability guideline >2% ownership: 1 points >0% - 2% ownership: 0.5 point 0% ownership = 0 point | | • Company Registration Certification | • Issued by the Companies and Intellectual Property Commission |
| <i>Reconstruction and Development Programme (RDP) as published in Government Gazette</i> | | | | |
| 4 | Promotion of Micro and Small Enterprises <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"> • B-BBEE status level of contributor; • South African owned enterprises; • Financial Statement to determine annual turnover | <ul style="list-style-type: none"> • Specifically in line with the respective sector codes which the company operates, • South African National Accreditation System approved certificate or commissioned sworn affidavit • Certificate of incorporation or commissioned sworn affidavit • Latest financial statements (1 Year) |
| | Total points | 10 | | |

*Ownership: main tendering entity

2.3.10.5 Risk Analysis

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

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

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

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

2.3.11 Negotiations with preferred tenderers

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

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

If negotiations fail to result in acceptable contract terms, the City Manager (or his delegated authority) may terminate the negotiations and cancel the tender, or invite the next ranked tenderer for negotiations. The original preferred tenderer should be informed of the reasons for termination of the negotiations. If the decision

is to invite the next highest ranked tenderer for negotiations, the failed earlier negotiations may not be reopened by the CCT.

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

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

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

2.3.12 Acceptance of tender offer

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

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

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

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

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

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

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

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

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

2.3.13 Prepare contract documents

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

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

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


2.3.14 Notice to successful and unsuccessful tenderers

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

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

2.3.15 Provide written reasons for actions taken

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

| | | |
|---|---|---|
| TENDER DOCUMENT GOODS AND SERVICES | |  CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD |
| SUPPLY CHAIN MANAGEMENT | | |
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TENDER NO: 165G/2024/25

**TENDER DESCRIPTION: SUPPLY AND DELIVERY OF 19M3 REFUSE COMPACTORS
(SUPPLIMENTATRY TO TENDER 049G/2022/23)**

CONTRACT PERIOD: FROM THE COMMENCEMENT DATE OF THE CONTRACT UNTIL 30 JUNE 2026

THE CONTRACT

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

AND

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

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

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

C.2 FORM OF OFFER AND ACCEPTANCE

TENDER NO.: 165G/2024/25 FOR THE SUPPLY AND DELIVERY OF 19M3 REFUSE COMPACTORS (SUPPLIMENTATRY TO TENDER 049G/2022/23)

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 NO.: 165G/2024/25 FOR THE SUPPLY AND DELIVERY OF 19M3 REFUSE COMPACTORS (SUPPLIMENTATRY TO TENDER 049G/2022/23)

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 NO.: 165G/2024/25 FOR THE SUPPLY AND DELIVERY OF 19M3 REFUSE COMPACTORS (SUPPLIMENTATRY TO TENDER 049G/2022/23)

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

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

The..... (Day)

Of..... (Month)

20..... (year)

At..... (Place)

For the Supplier: Signature(s)

Name(s)

Capacity

Signature and name of witness:

Signature Name

C.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

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

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

I,, representing

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

Signed 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

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

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

Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the Conditions of Tender.
- 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 Tenderers may request price adjustments based on the Special Conditions of Contract and Schedule F1. Tenderers may submit a request for price increases immediately on commencement.
- 5.9 Prices submitted for the main item and sub-items (Optional Extras) must be calculated and completed in the Total Unit Price of the pricing schedule table below.
- 5.10 Tenderers must include the licensing, registration, number plate costs and all other associate costs in the tendered price (main item) as a once off cost.

| 6X4 TRUCKS FITTED WITH REAR LOADING WASTE COMPACTORS 19M³ WITH DETACHABLE BIN LIFTERS. | | | |
|---|--|-----------------------|-----------------------------------|
| Item No | Description | Make and Model | Unit Price (Excluding Vat) |
| | 6X4 CHASSIS CAB TRUCK | | R |
| | 19 m ³ REFUSE COMPACTOR | | R |
| 1.0 | 19m³ REFUSE COMPACTOR TRUCK (This includes price for the Chassis and the Refuse Compactor Unit) | | R |
| OPTIONAL EXTRAS | | | |
| Item No | Description | Make and Model | Unit Price (Excluding Vat) |
| 1.1 | Container Lifting Equipment “high level” split combination container lifting, as per specification | | R |
| 1.2 | Container Lifting Equipment “low level” single combination lifting mechanism, as per specification | | R |
| 1.3 | Quote for once per week inspection and greasing per vehicle | | R |
| 1.4 | Vehicle Manual | | R |
| TOTAL UNIT PRICE | | | |
| This includes the price of the 19m³ REFUSE COMPACTOR TRUCK including all the extras (Excl. VAT) | | | R |

| INITIALS OF CCT OFFICIALS | | |
|----------------------------------|---|---|
| 1 | 2 | 3 |

C.5 SPECIFICATION(S)

T1: 6x4 TRUCK FITTED WITH 19M³ HEAVY DUTY REAR LOADING WASTE COMPACTORS WITH DETACHABLE BIN LIFTERS.

| CLAUSE | REQUIREMENTS | INSERT INFO FOR CLARITY / BROCHURE REFERENCE | COMPLY? YES / NO |
|-----------|--|--|------------------|
| 1. | REQUIREMENTS SUMMARY | | |
| 1.1. | This tender is for the supply and delivery of 6x4 crew cab trucks fitted with <u>heavy duty</u> rear loading compactors $\geq 19\text{m}^3$ and bin lifters conforming to the technical specification below. | ..... | ..... |
| 1.2. | SPECIFICATION SUMMARY | | |
| 1.2.1. | The truck chassis must be of robust construction with a manufacturers GVM rating of at least 26000 kg and carry a legal payload of at least 10 000 kg. | ..... | ..... |
| 1.2.2. | The truck chassis cab offering may be a standard factory crew cab or a factory approved modification of the cab to a crew cab. | ..... | ..... |
| 1.3. | The refuse compactor offered must be suited to refuse collecting conditions as found within the geographical boundaries of the City of Cape Town. | ..... | ..... |
| 1.4. | All tender documents are to be scanned into a PDF format, and stored onto a flash drive which is to be submitted with the tender offering. Scanning in picture format will not be accepted. | ..... | ..... |
| 1.5. | REFUSE COMPACTOR: Refers to the complete vehicle or truck and compactor / bin lifter unit collectively. | ..... | ..... |
| 2. | APPLICABLE STANDARDS In all standards mentioned below, the latest version thereof is to be followed. | ..... | ..... |
| 2.1. | National Environmental Management: Waste Act, 2008 (act no. 59 of 2008) national domestic waste collection standards. Clause 6 | ..... | ..... |
| 2.2. | ANSI Z245.1-2017: Mobile Wastes and Recyclable Materials Collection, Transportation, and Compaction Equipment. | ..... | ..... |
| 2.3. | BS EN 1501-1:2021 Refuse collection vehicles. General requirements and safety requirements - rear loaded refuse collection vehicles | ..... | ..... |

| CLAUSE | REQUIREMENTS | INSERT INFO FOR CLARITY / BROCHURE REFERENCE | COMPLY? YES / NO |
|-----------|--|--|------------------|
| 2.4. | DIN 30731 Refuse vehicles; Connecting dimensions for lifting and tipping systems. | ..... | ..... |
| 2.5. | ISO 3448:1992 Industrial liquid lubricants — ISO viscosity classification | ..... | ..... |
| 2.6. | ISO 6743-99:2002 Lubricants, industrial oils and related products (class L) — Classification — Part 99: General | ..... | ..... |
| 2.7. | ISO 6743-4:2015 : Lubricants, industrial oils and related products (class L) — Classification — Part 4: Family H (Hydraulic systems) | ..... | ..... |
| 2.8. | ISO/TS 24159:2022 Refuse collection vehicles — Safety of manual and rear-loaded refuse collection vehicles | ..... | ..... |
| 2.9. | ECE Regulation NO. 83 (ECE R83). Uniform provisions concerning the approval of vehicles with regard to the emission of pollutants according to engine fuel requirements | ..... | ..... |
| 2.10. | SANS 1329- 1:2004 Retro-reflective warning signs. | ..... | ..... |
| 2.11. | SANS 1550- 1:2005 Motor truck tyres and rims | ..... | ..... |
| 2.12. | SANS 20104 : Reflective taping | ..... | ..... |
| 2.13. | SANS 1506: 1994 (200-07-25) Brakes system | ..... | ..... |
| 2.14. | SANS 12944-4,5 : 1998 Corrosion protection | ..... | ..... |
| 2.15. | South African National Road Traffic Act (Act 93 of 1996) and related road ordinances. | ..... | ..... |
| 2.16. | Occupational Health & Safety Act No. 85 of 1993 and associated General Machinery Regulations. | ..... | ..... |
| 2.17. | SABS 064 "Preparation of steel surfaces for coating" | ..... | ..... |
| 2.18. | SABS 763 "Hot-dip (galvanized) zinc coatings" | ..... | ..... |
| 2.19. | SABS 1091 "National colour standards for paint" | ..... | ..... |
| 2.20. | BS 5493 "Code of practice for protective coating of iron and steel structures against corrosion" | ..... | ..... |
| 2.21. | SANS 534-1 "Vehicle security - Whole of vehicle marking Part 1: Microdot systems." Notice 59 of 2011 Department of Transport | ..... | ..... |
| 3. | MAINTENANCE FACILITIES | | |

| CLAUSE | REQUIREMENTS | INSERT INFO FOR CLARITY / BROCHURE REFERENCE | COMPLY? YES / NO |
|-----------|---|--|------------------|
| 3.1. | <p>The tenderer must either have or have access to accredited and fully equipped facilities within the boundaries of City of Cape Town area which are OEM approved for the maintenance, repairs including structural, diagnostics and major component overhauls of the truck chassis and refuse compactors / bin lifters offered.</p> <p style="text-align: center;">Address for the Maintenance Facility</p> <p style="text-align: center;">GPS Co-ordinates S° '" E° '"</p> | | |
| 3.2. | <p>Tenderers who do not to have access to established OEM accredited facilities must refer to 36.1 of the Special Conditions of Contract for guidance if they wish to participate in this tender.</p> | ..... | ..... |
| 4. | ACCESSORIES JUNCTION BOARD | | |
| 4.1. | <p>a) All accessories / after-market product fitments such as i.e. warning lights, hour meter, PTO products, PLC, E-fuel (AFS), vehicle tracking, radio, camera power etc. are to be connected to an OEM approved, proprietary brand junction board MPI (SafeStop or equivalent.)</p> <p>b) No other part of the vehicles power circuit may be used for any accessory connection.</p> | ..... ..... | ..... ..... |
| 4.2. | <p>Junction boards specific to the trucks battery voltage must be supplied and must be rated for the current draw by the abovementioned accessories. , it must not be less than 8 Amp.</p> | ..... | ..... |
| 4.3. | <p>a) Under no circumstances may power be drawn from one battery to power a 12V rated accessory.</p> <p>b) Only one proprietary brand DC/DC converter 24V / 12V with OEM approved fitment is allowed.</p> | ..... ..... | ..... ..... |
| 4.4. | <p>The tenderer is to ensure that all accessories be fitted in accordance with the truck OEM requirements to prevent any negative impact on the vehicles warranty.</p> | ..... | ..... |
| 5. | TRUCK CHASSIS | | |

| CLAUSE | REQUIREMENTS | INSERT INFO FOR CLARITY / BROCHURE REFERENCE | COMPLY? YES / NO |
|-----------|--|--|------------------|
| 5.1. | <p>A standard production right hand drive, diesel powered 6 x 4 crew cab truck chassis of robust construction with a manufacturer's GVM rating of at least 26 000 kg is required and is to be fitted with a heavy duty, rear loading $\geq 19 \text{ m}^3$ proprietary refuse compactor body and bin lifter.</p> <p style="text-align: right;">Chassis / Make Model GVM rating .....kg V rating .....kg Turning radius (curb to curb) .....m Turning radius (wall to wall) .....m</p> | | |
| 5.2. | The chassis must be fitted with an under-side protection guard (6 mm minimum thickness mild steel plate) under the front of the engine bay protecting the radiator , cooler, differential and engine. | ..... | ..... |
| 5.3. | The fitment of the plate must not negatively impact the required cooling air flow in and around the engine compartment or any other drive train components. | ..... | ..... |
| 5.4. | The diesel tank must be positioned for maximum possible ground clearance and be protected by a skid plate underneath (6mm minimum thickness mild steel plate). | ..... | ..... |
| 5.5. | The vehicle must have a towing eye of robust design, fitted to the front of the vehicle enabling the vehicle to be recovered in all off road conditions. | ..... | ..... |
| 5.6. | The vehicle shall have a side under-run protection or lateral protection device to the international UN-ECE/73 or equivalent standard accepted in South Africa, constructed from aluminium extruded sections of adequate strength and mounted on the chassis along the unprotected sections on both sides. | ..... | ..... |
| 5.7. | The side under-run protection shall not increase the overall legal width of the vehicle. | ..... | ..... |
| 6. | POWER TRAIN DATA | | |
| 6.1. | The vehicle must be equipped with a turbocharged common rail diesel engine delivering a maximum net output of not less than 220 kW @ 2100 rpm and maximum net torque of not less than 950 Nm @ 1100 rpm measured to SANS 10013-1: 2006 standards as determined by standard engine dynamometer readings. | ..... | ..... |

| CLAUSE | REQUIREMENTS | INSERT INFO FOR CLARITY / BROCHURE REFERENCE | COMPLY? YES / NO |
|-----------|--|--|--|
| | <p style="text-align: right;">Make and model Capacity Maximum Output (Kw @ rpm) @ Sea level Maximum Torque (Nm @ rpm) @ Sea level</p> | <p>.....cc³.....kW .....rpm.....Nm .....rpm</p> | <p>.....</p> |
| 6.2. | <p>The vehicle emissions under start up and operating conditions shall comply with the International Euro 2 standard as a minimum.</p> <p style="text-align: right;">Euro Standard</p> <p>In this context, the emissions must conform to SANS 20049:2009 (ECE R49.02B) and the requirements of the National Regulator for Compulsory Specifications Act (Act 5 Of 2008)</p> | <p>.....</p> | <p>.....</p> |
| 6.3. | <p>Engine performance curves must be shown in technical brochures.</p> | <p>.....</p> | <p>.....</p> |
| 6.4. | <p>A fail safe electronic monitoring system must be incorporated which monitors: -</p> <ul style="list-style-type: none"> • oil pressure; • water temperature; • water level; • engine speed <p>In the event of a fault condition the EPU shall immediately cut out the engine and keep the engine in this state until the fault condition is attended to.</p> | <p>.....</p> | <p>.....</p> |
| 6.5. | <p>The vehicle must be fitted with a speed governor, restricting the speed vehicle to the speed limits of 80 km/h as set out in the National Road Traffic Act.”</p> | <p>.....</p> | <p>.....</p> |
| 6.6. | <p>The air cleaner must be of South African manufacture unless customising renders fitting of the South African unit impractical.</p> | <p>.....</p> | <p>.....</p> |
| 6.7. | <p>The air cleaner shall use replaceable elements of South African manufacture, two-stage dry type, incorporating automatic intermittent self-cleaning action.</p> | <p>.....</p> | <p>.....</p> |
| 6.8. | <p>The fuel tank cap must be lockable and attached to the chassis by means of a short steel chain</p> | <p>.....</p> | <p>.....</p> |
| 7. | TRANSMISSION | | |
| 7.1. | <p>A standard heavy duty automatic transmission, with torque converter and retarder (World Series Allison or equivalent) needs to be fitted preferably as standard. A PTO provision must be available at a convenient location on the transmission housing.</p> | <p>.....</p> | <p>.....</p> |

| CLAUSE | REQUIREMENTS | INSERT INFO FOR CLARITY / BROCHURE REFERENCE | COMPLY? YES / NO |
|--------|---|--|-------------------------|
| 7.2. | The tenderer is to ensure that the gearbox and engine combination is perfectly matched in all respects. | ..... | ..... |
| 7.3. | If such fitment is not an accepted industry standard practice with the truck chassis offered, the tenderer is to provide an iSCAAN performance simulation model to verify that the vehicle performance meets the requirements of this tender. | ..... | ..... |
| 7.4. | GRADEABILITY | | |
| 7.4.1. | It will be required that the automatic gearbox and associated drivetrain offered achieve the same performance as a manual gearbox in first gear at a gradeability of not less than 24% when fully laden. The maximum speed attainable fully laden must not be more than 80 km/h. | ..... ..... | ..... ..... |
| 8. | BRAKES | | |
| 8.1. | The vehicle must be equipped with two totally independent braking systems i.e. full air pressure, or air pressure assisted, parking and service brakes able to cope with the refuse compactor stop start operating conditions whilst collecting refuse house to house. | ..... | ..... |
| 8.2. | The air tanks should have adequate air capacity to cope with a typical refuse compactor operation within a high density residential area which necessitates frequent brake applications. | ..... | ..... |
| 8.3. | The parking brake must be capable of holding the vehicle on a longitudinal slope of not less than 20 percent without slippage. | ..... | ..... |
| 8.4. | The braking system must incorporate anti-lock brake system (ABS) functionality. | ..... | ..... |
| 8.5. | Each braking system shall be independently capable of bringing the fully laden vehicle to a controlled stop with the exception of the park brake which shall be capable of holding a fully laden vehicle at rest in either direction. | ..... | ..... |
| 8.6. | Service brakes Emergency / Parking brakes Brake system type (Air, Vac, and Hydraulic) | ..... ..... ..... | ..... ..... ..... |
| 9. | WHEELS AND TYRES | | |

| CLAUSE | REQUIREMENTS | INSERT INFO FOR CLARITY / BROCHURE REFERENCE | COMPLY? YES / NO |
|---------|---|--|---|
| 9.1. | a) The vehicle must be fitted with suitably sized steel belt tubeless radial tyres of preferably South African manufacture no smaller than 315/80 R22.5. b) The size and ply rating must be freely available within the geographical boundaries of the City of Cape Town. | ..... ..... | ..... ..... |
| 9.2. | In the case of imported tyres a suitable stockholding must be available in South Africa to prevent unnecessary refuse compactor downtime. | ..... | ..... |
| 9.3. | No tyres older than two years will be accepted. | ..... | ..... |
| 9.4. | All tyres must be of the same ply rating, appropriate load rating. The tyre must also be suitable for conditions such as is found on landfill sites where normal on road tyres will not suffice i.e. a mixed service for on off road conditions such as the Goodyear Omnitrac MSD 11 (or equivalent) on the driving axles and a mixed service steer axle tyre Goodyear Omnitrac S or equivalent for the steering axles. | Steer Axle Tyres Drive Axle Tyres ..... | ..... ..... |
| 9.5. | All inner wheels should have valve extensions of the steel braided flexible type with matching fixing bracket with valve caps and internal seals. | ..... | ..... |
| 9.6. | All tyres including the spare wheel must be of the same manufacture, size and ply rating. Tyre loads, as well as tyre to rim matching, must comply with SANS 1550-1:2005 (or latest thereof). | ..... | ..... |
| | Size and ply rating Load factor Rim size Tyre size front Tyre size rear | ..... ..... ..... ..... ..... | ..... ..... ..... ..... ..... |
| 9.7. | All road wheels including the spare wheel must be balanced. | ..... | ..... |
| 9.8. | Rubber mud flaps to meet the current road regulation and specification needs to be appropriately fitted. | ..... | ..... |
| 9.9. | All wheels to be fitted with bright yellow wheel nut indicators. | ..... | ..... |
| 9.10. | AXLE CONFIGURATION | | |
| 9.10.1. | The refuse compactor must be equipped with a heavy-duty rear axles with a lockable inter axle differential. | ..... | ..... |

| CLAUSE | REQUIREMENTS | INSERT INFO FOR CLARITY / BROCHURE REFERENCE | COMPLY? YES / NO |
|------------|---|--|--|
| 9.10.2. | Heavy duty double acting shock absorbers must be fitted on the front axle. | ..... | ..... |
| 10. | CHASSIS CAB ELECTRICAL SYSTEM | | |
| 10.1. | The alternator must not be rated less than 60 Amp. The alternator must a standard manufacture and not a modified unit. | ..... | ..... |
| 10.2. | A reverse warning beeper must be fitted if not standard issue, rated at least 95db at 1 meter. | ..... | ..... |
| 10.3. | a) A lockable, tamper proof battery box is to be constructed from 304 stainless steel and fixed appropriately to the chassis. b) Two deep cycle, heavy duty 12V batteries are to be firmly secured in a robust black PVC box before placing into the stainless steel box. c) Sturdy battery hold down clamps are to be used. The steel box has to cater for water drainage | ..... ..... ..... ..... | ..... ..... ..... ..... |
| 10.4. | All electrical wiring connectors must be automotive double-seal type, with wiring in split convoluted looms. | ..... | ..... |
| 10.5. | Clearance, back-up and directional lights shall be LED type, shock mounted in a protective rubber housing. | ..... | ..... |
| 10.6. | The fitment of LED flicker lights must not alter the indicator flicker rate from that set by the truck chassis OEM standards. The flashing rate is to be restored by means of an electronic flasher unit and not load resistors bearing in mind OEM approval of the fitment. | ..... | ..... |
| 10.7. | An electronic hour meter Hella or equivalent, registering the operating hours of the compactor hydraulics, and connected to the PTO electrical circuit, must be mounted conveniently inside the cab making use of the available OEM slots on the dash.. | ..... | ..... |
| 10.8. | The instrument must have a metering capacity of 9999 hours with a digital read out 1/10 of the hour. The Hour meter must be tamper proof. | ..... | ..... |
| 10.9. | An engine hour meter, Hella or equivalent, must be mounted in a convenient and easily visible place in the cab. The hour meter must be connected to the alternator circuit. | ..... | ..... |

| CLAUSE | REQUIREMENTS | INSERT INFO FOR CLARITY / BROCHURE REFERENCE | COMPLY? YES / NO |
|------------|--|--|------------------|
| 10.9.1. | A device shall be supplied to automatically raise the engine speed to the proper working level during the packing and/or unloading cycle. | ..... | ..... |
| 11. | CREW CAB | | |
| 11.1. | In the event that the truck chassis cab has no factory standard offering in the GVM range required by this tender, then :- | ..... | ..... |
| 11.1.1. | The truck chassis cab will need a factory approved modification for the construction and incorporation of a rear crew section. | ..... | ..... |
| 11.1.2. | The modification must be as functional and as aesthetically pleasing as that of a standard factory offering. | ..... | ..... |
| 11.1.3. | Assurance must be given by the tenderer that the modification will be legal in terms of South African Road Traffic Regulations and has no negative impact on the truck chassis OEM warranty. | ..... | ..... |
| 11.1.4. | This written assurance will be required with tender submission or when requested by the City of Cape Town. | ..... | ..... |
| 11.2. | The cab design offered must provide the driver with good all-round vision. | ..... | ..... |
| 11.3. | All windows are to be fitted with 150µ smash and grab film, LLumar or equivalent, with 50% tinting visual light transmission. | ..... | ..... |
| 11.4. | The cab is to be 4 doors and have sufficient seating for 6 persons, 2 in front 4 seated at the back. All seat belts must conform to SANS 10168:2002(or latest version thereof) | ..... | ..... |
| 11.5. | The driver's seat shall be fitted with fully adjustable air suspension catering for various driver weights, upholstered for maximum driver comfort and is to be fully adjustable for position and back rest. | ..... | ..... |
| 11.6. | The steering wheel shall be telescopic and adjustable for height and rake to facilitate operator comfort. | ..... | ..... |
| 11.7. | Driver and passenger seatbelts shall be fitted. | ..... | ..... |
| 11.8. | The cab shall be forward tilting, fully enclosed and lockable. | ..... | ..... |
| 11.9. | The vehicle shall be equipped with an efficient ventilation system (heater / demister and standard air conditioner) | ..... | ..... |

| CLAUSE | REQUIREMENTS | INSERT INFO FOR CLARITY / BROCHURE REFERENCE | COMPLY? YES / NO |
|------------|---|--|--|
| 11.10. | The seats shall be covered with heavy duty vinyl for ease of cleaning. | ..... | ..... |
| 11.11. | The cab shall be fitted with a standard 24 Volt radio with mp3 player with blue tooth functionality. | ..... | ..... |
| 11.12. | 2 x 4.5 kg dry powder fire extinguishers to be securely bracket mounted inside cab. | ..... | ..... |
| 11.13. | The cab must be fitted with a tailgate open indicator | ..... | ..... |
| 11.14. | The truck chassis cab must have an under dash CAN interface unit and connector / SAE J1939 protocols or equivalent to facilitate connection to the City of Cape Town's existing Fleet Management System (FMS) if required. | ..... | ..... |
| 12. | COMPACTOR BODY | | |
| 12.1. | <p>a) It is an expectation of this tender that the proprietary brand compactor offered is manufactured to generally accepted local or international standards, codes, practices and directives used in the refuse compaction industry.</p> <p>b) The tenderer is to advise to which local / international standards or directives the offered refuse compactor complies to along with tender documents or as and when required by the City of Cape Town.</p> <p style="text-align: right;">Construction Standards Safety Standards Relevant local / International Codes of Practice</p> | <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> | <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> |
| 12.2. | <p>The heavy duty rear loader (REL) type refuse compactor has a capacity of at least 19 m³ and is able to carry a legal payload of at least 10 000 kg.</p> <p style="text-align: right;">Compactor body manufacturer Bin lifter manufacturer Compactor Body mass Low Lift Bin Lifter mass High Lift Bin Lifter Mass</p> | <p>.....</p> <p>.....</p> <p>.....kg</p> <p>.....kg</p> <p>.....kg</p> | <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> |
| 12.3. | The compactor body shall be a proprietary design, aesthetically pleasing and constructed from structural steels recognized by the South African mechanical engineering / construction industry and suitably shaped to maximise the load carrying capacity. | ..... | ..... |
| 12.4. | Steel such as high tensile Domex, Strenx (or equivalent) is to be used to minimise the compactor body mass. | ..... | ..... |

| CLAUSE | REQUIREMENTS | INSERT INFO FOR CLARITY / BROCHURE REFERENCE | COMPLY? YES / NO |
|---------|--|--|--|
| 12.4.1. | <p>(a) The following are the expected sizes for materials used in the construction.: -</p> <p>(b) Body floor \geq 5 mm (700 MPa)</p> <p>(c) Body walls \geq 4 mm (700 MPa)</p> <p>(d) Roof \geq 3 mm (700 MPa)</p> <p>(e) Wearing surfaces of hopper and packer plate should be:</p> <ul style="list-style-type: none"> • Hopper Floor: \geq 6 mm Hardox 450 (1000 Mpa) or equivalent • Packer Plate: \geq 5 mm Hardox 450 (1000 Mpa) or equivalent | <p><u>Sizes offered</u> <u>mm</u></p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> | <p><u>Yield Stress</u> <u>MPa</u></p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> |
| 12.5. | The mass of the ejection plate and the tailgate slide mechanisms must be supported on replaceable sliding pads / blocks (Vesconite or equivalent internally lubricated low friction polymers) to prevent abrasion damage. | ..... | ..... |
| 12.6. | The ejection plate and it's support frame must be constructed of 550 - 700 MPa steel of sufficient section to withstand compressive forces sustained at a 5:1 compression ratio without permanent deformation. | ..... | ..... |
| 12.7. | The ejection plate shall have 6mm Teflon strips bolted onto its perimeter with countersink bolts to prevent metal on metal contact. | ..... | ..... |
| 12.8. | The hopper capacity shall not be less than 2 m ³ water volume. | ..... | ..... |
| 12.9. | The hopper must be fitted with a drain plug and ball valve to facilitate emptying of any hopper fluids. The location of the plug will be decided during the build process. | ..... | ..... |
| 12.10. | A lockable service door into the body and access stairway shall be provided curb side for inspection and cleaning of the internals of the compactor and shall be in clear view of the ejector panel operator. | ..... | ..... |
| 12.11. | The body floor must not contain pockets or any indentations which cannot be emptied by the ejection plate. | ..... | ..... |
| 12.12. | The packer's blade and slide hydraulic cylinders must be of the internal cushion design so that hydraulic shock and noise is minimised. | ..... | ..... |

| CLAUSE | REQUIREMENTS | INSERT INFO FOR CLARITY / BROCHURE REFERENCE | COMPLY? YES / NO |
|----------|--|---|---|
| 12.13. | The packing mechanism and associated hydraulics shall be equipped with an pressure sensing device to prevent stalling the mechanism thereby preventing unnecessary damage to the structure. | ..... | ..... |
| 12.14. | The tailgate shall be equipped with an integral body / hopper seals fitted to prevent waste liquid leakage from bottom edge and hopper sides | ..... | ..... |
| 12.15. | FLOOR The floor must be keel shaped to-efficiently facilitate the ease of waste liquid collection and disposal. | ..... | ..... |
| 12.16. | The structural integrity of the body shall be such that it will withstand a high work cycle loading without any distortion or stress failure over the working life of the compactor. | ..... | ..... |
| 12.17. | RIDING STEPS AND GRAB HANDLES Fixed rear riding steps mounted on the sides of the tail gate fabricated from 316 stainless steel. | ..... | ..... |
| 12.17.1. | a) The riding steps shall in addition: - b) have a slip-resistant surface and be self-cleaning; c) be capable of supporting 230 kg at the point furthest from its point of attachment; d) be mounted not more than 500 mm above the road surface; e) have a depth of at least 210 mm and f) provide a minimum of 0.14 m ² of surface area but sufficient for two operators to stand safely and comfortably; g) be smooth edged to prevent injury to operators. h) Hydraulic piping must not be routed close to the step which may cause the operators feet to snag such piping. The steps shall comply with ANSI Z245.1-2017 (See | ..... ..... ..... ..... ..... ..... ..... ..... ..... | ..... ..... ..... ..... ..... ..... ..... ..... ..... |
| 12.17.2. | a) Two (2) grab handles manufactured from 316 stainless steel shall be appropriately located on each side of the tail gate above the riding steps for operational safety and comfort. b) The grab handles should be able to withstand a pull of 230 kg. | ..... ..... | ..... ..... |

| CLAUSE | REQUIREMENTS | INSERT INFO FOR CLARITY / BROCHURE REFERENCE | COMPLY? YES / NO |
|------------|---|--|--|
| 12.18. | <p>a. A 316 grade stainless steel, 20 liter potable water tank shall be fabricated and fixed curb side and close to the cab under the compactor body with a robust tap for hand washing purposes.</p> <p>b. The filler cap shall be appropriate for ease of filling and tank cleaning. Care is to be taken to prevent contamination with hydraulic fluid.</p> <p>The final placement is to be discussed with the City of Cape Town during the build period.</p> | <p>.....</p> <p>.....</p> <p>.....</p> | <p>.....</p> <p>.....</p> <p>.....</p> |
| 12.19. | Tenderers importing refuse compactors in kit form for in house assembly or having build agreements with local engineering firms must execute quality control on all aspects during the course of the build. | <p>.....</p> | <p>.....</p> |
| 13. | SIGNAGE | | |
| 13.1. | Warning signs shall be affixed to the sides of the vehicle above the riding steps and at the driver's station, warning the operator not to use the steps if the vehicle is exceeding 16 km/h or operating in reverse or when distance to be travelled exceeds 300 m. | <p>.....</p> | <p>.....</p> |
| 13.2. | Warning signs shall be located on the rear of the packer panel as well as the sides of the tailgate indicating stand clear when packer panel is in motion. | <p>.....</p> | <p>.....</p> |
| 13.3. | All descriptive signage i.e. warning and instructional shall be appropriately placed at control positions. | <p>.....</p> | <p>.....</p> |
| 14. | WELDMENTS | | |
| 14.1. | All weldments on the refuse compactor are to be undertaken by a qualified welder. | <p>.....</p> | <p>.....</p> |
| 14.2. | The tenderer is to ensure that all welding is finished accurately to the required dimensions and that the finished construction offers the required functionality and strength. | <p>.....</p> | <p>.....</p> |

| CLAUSE | REQUIREMENTS | INSERT INFO FOR CLARITY / BROCHURE REFERENCE | COMPLY? YES / NO |
|------------|---|---|---|
| 14.3. | <p>The following are typical requirements for the quality of weld products that will be acceptable to the City of Cape Town.</p> <p>a. No cracks or holes in the bead</p> <p>b. The bead has uniform waves, width and height</p> <p>c. The finished construction satisfies the design dimensions and has almost no distortion.</p> <p>Full penetration welds that fuse and join the entire interface between the base materials</p> | <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> | <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> |
| 15. | COMPACTOR FITMENT TO CHASSIS | | |
| 15.1. | <p>a) The compactor body must have an integral sub frame or be mounted on a sub frame approved by the particular truck manufacturer</p> <p>b) and as described in the OEM body builder's handbook.</p> | <p>.....</p> <p>.....</p> | <p>.....</p> <p>.....</p> |
| 15.2. | To support high load in lateral direction and for torsion, the rear end of the chassis frame must be reinforced as required by the truck chassis body builders handbook. | <p>.....</p> | <p>.....</p> |
| 15.3. | It will be required of the successful tenderer to include excerpts from the body builder's handbook with the tender documents (or upon request by the City of Cape Town) showing truck chassis strengthening, sub frame construction and body attachment methods. | <p>.....</p> | <p>.....</p> |
| 15.4. | The compactor body attachment methods must be such that the compactor body will remain attached to the truck chassis in the event of the truck tipping over. | <p>.....</p> | <p>.....</p> |
| 15.5. | Guidance must be sought from the truck chassis OEM about this aspect and whether the standard body builder handbook fitment methods will suffice. | <p>.....</p> | <p>.....</p> |
| 15.6. | The City of Cape Town reserves the right to examine this aspect. during the build period. | <p>.....</p> | <p>.....</p> |
| 16. | LEGAL PAYLOAD | | |
| 16.1. | The refuse compactor wheel loading must be compliant with all the South African road traffic regulations. | | |

| CLAUSE | REQUIREMENTS | INSERT INFO FOR CLARITY / BROCHURE REFERENCE | COMPLY? YES / NO |
|------------|---|--|-----------------------|
| 16.2. | Tenders must include a detailed mass distribution drawing, showing all leading dimensions, tare mass, axle loadings and payload capacities in the metric unit of measure. Sufficient legal axle loading must be achieved on the front axle at maximum payload. | ..... ..... | ..... ..... |
| 17. | AXLE LOADING | | |
| 17.1. | Proprietary truck axle loading software such as Transolve or Truck Science (or equivalent) is to be used for this section of the tender. | ..... | ..... |
| 17.2. | The payload capacity shall not be less than 10 000 kg after allowance have been made for the mass of the complete vehicle as determined by the axle loading software, the GVM, V (whichever is the lesser of the two) and the tare of the truck chassis. | ..... | ..... |
| 17.3. | LOADING SUMMARY | TRUCK DATA | |
| | GVM RATING |kg | |
| | V RATING |kg | |
| | PAYLOAD (V - E) \geq 10 000kg (E as calculated in 20.4 below) |kg | |
| 17.4. | FRONT AND REAR AXLE LOADING SUMMARY Generated by axle loading software. | FRONT AXLE (kg) | REAR AXLE (kg) |
| a. | (A) Truck chassis cab tare with full fuel tank |kg |kg |
| b. | (B) Compactor (Complete assembly with all fluids) |kg |kg |
| c. | (C) Total Unladen (B + A) |kg |kg |
| d. | (D) Driver plus 5 passengers |kg |kg |
| e. | (E) Tare (C+D) |kg | ..... |
| f. | (F) Legal payload from axle loading software |kg | ..... |
| g. | (G) Total load on axles (E +F) |kg | ..... |
| h. | (H) Road Traffic Act Legal Limit |kg |kg |
| i. | (I) Manufacturers Axle Load Limit |kg |kg |
| 17.4.1. | The total load on the axles (G) must not be greater than the road legal limit (H) | ..... | ..... |
| 18. | COMPACTOR OPERATION | | |

| CLAUSE | REQUIREMENTS | INSERT INFO FOR CLARITY / BROCHURE REFERENCE | COMPLY? YES / NO |
|---------|---|--|--|
| 18.1. | The packing cycle controls shall be mechanical lever operated, positioned on the LH side of the tailgate. It shall be a two lever design with a kick out directional control valve and the operator shall have the capability to start, stop and reverse at any time throughout the packing cycle. | ..... | ..... |
| 18.1.1. | The packing cycle time in the range 17 - 25 seconds is acceptable. | ..... | ..... |
| 18.2. | The ejector panel and tailgate raise controls are to be mounted inside the cab as well outside the body on the curb side of the body. | ..... | ..... |
| 18.3. | Bin lifter operating controls shall be manual lever operated on either side of the bin-lifter. | ..... | ..... |
| 18.4. | Engine throttle advance for increased hydraulic power demand must be done automatically via a control system detecting such hydraulic demand. | ..... | ..... |
| 18.5. | <p>a) An in cab warning signal must indicate / sound when the ejector panel has fully retracted to caution the driver and the operators that the body is full and that any further load might overload the axles.</p> <p>b) Any reliable, low maintenance method such as proximity switches etc. may be used for this purpose.</p> <p>c) The proximity sensor must send a signal output to the City of Cape Towns installed RAMM unit to indicate at what GPS co- ordinate the compactor body was filled to capacity.</p> | <p>.....</p> <p>.....</p> <p>.....</p> | <p>.....</p> <p>.....</p> <p>.....</p> |
| 18.6. | Red emergency stop buttons must be located appropriately on either side of the tail gate to immediately halt the operations of the compactor when required. | ..... | ..... |
| 18.7. | The tail gate shall be equipped with automatic tail gate locking using individual cylinders on its own hydraulic circuit. | ..... | ..... |
| 18.8. | <p>A red led flashing light and buzzer shall indicate and sound when the tailgate is open and switch off when the tailgate is fully closed and locked.</p> <p>The tailgate locking mechanism shall be designed to prevent sudden opening as it is unlatched.</p> | <p>.....</p> <p>.....</p> | <p>.....</p> <p>.....</p> |

| CLAUSE | REQUIREMENTS | INSERT INFO FOR CLARITY / BROCHURE REFERENCE | COMPLY? YES / NO |
|--------|---|--|---------------------------------|
| 18.9. | a) The tailgate shall incorporate two standard tailgate props to support the mass of the tailgate for inspection purposes. b) The props shall be fixed at one end to the tailgate by a bracket with sealed bearings then secured at the other end on the tailgate structure to prevent them swinging out. c) The props will then be unclipped and swivelled out and propped against the compactor body to mechanically maintain the tailgate in an open position for inspection purposes. | ..... ..... ..... | ..... ..... ..... |
| 18.10. | a) The ejector plate and tailgate shall be interlocked so that forward motion of the ejector plate is only possible when the tailgate is open for full load ejection purposes. b) Using the ejector plate to compress the load manually while the tailgate is closed to put more load into the body i.e. "back packing" must not be possible. | ..... ..... | ..... ..... |
| 18.11. | TEMPERATURE SENSOR The tender is to install a temperature sensor in the return line of each reservoir. The sensor shall activate an audible alarm and flashing red light in the event that the oil temperature is too high. | ..... ..... | ..... ..... |
| 19. | COMPACTOR HYDRAULICS | | |
| 19.1. | a) The hydraulic pumps, filters and reservoir and associated hydraulic reticulation must be robust in design, well protected and able to supply the hydraulic fluid to support a high work rate without overheating. b) A cooler, if required, must be placed in an appropriate location and easily accessible for maintenance purposes | ..... ..... | ..... ..... |
| 19.2. | The compactor hydraulics must be capable of compacting refuse up to a ratio of up to 5 to 1 based on light industrial and general house hold waste. | ..... ..... | ..... ..... |
| 19.3. | OIL CLEANLINESS | | |

| CLAUSE | REQUIREMENTS | INSERT INFO FOR CLARITY / BROCHURE REFERENCE | COMPLY? YES / NO |
|---------|--|--|---------------------------------|
| 19.3.1. | a) The refuse compactors reservoirs must be filled oil to a classification ISO-L-HV in accordance ISO 6743 - 4, viscosity grade 46 hydraulic oil at a VI of at least 140. Shell Tellus S2 V46 or equivalent. b) the cleanliness standards as set out in ISO 4406 and must be equal to or better than 18/16/14. c) Under no circumstances must “new” oil be decanted directly from drums into the compactor reservoir without first going through an oil polishing unit to obtain the required cleanliness level. | ..... ..... ..... | ..... ..... ..... |
| 19.3.2. | a) The tenderer shall take an oil sample from the reservoir and send it to a local oil laboratory WearCheck or equivalent lab, for a base line cleanliness check. b) The generated report shall accompany the vehicle on delivery. | ..... ..... | ..... ..... |
| 19.4. | HYDRAULIC PUMP DETAILS | | |
| 19.4.1. | The tenderer is to install a tandem hydraulic gear pump matching the hydraulic requirements of the offered compactor and the bin lifter options. (BODY AND TAILGATE) Operating requirements \geq [100 l/m @ 170 bar] (HIGH LIFT BIN LIFTER) Operating requirements \geq [15 - 17 l/m @ 150 bar] (LOW LIFT BIN LIFTER) Operating requirements \geq [17 l/m @ 180 bar] |l/m.....bar l/m.....bar l/m.....bar | ..... ..... ..... |
| 19.4.2. | <u>EJECTOR AND TAILGATE ASSEMBLY PUMP</u> Make / Model Torque Max Flow rate @ 1 000 rpm | ..... ..... ..... | ..... ..... ..... |
| 19.4.3. | <u>BIN LIFTER PUMP</u> Make / Model Torque Max Flow rate @ 1 000 rpm | ..... ..... ..... | ..... ..... ..... |
| 19.4.4. | Suitably sized shut-off ball valves must be fitted to the tandem pump suction lines in an easily accessible location. | ..... | ..... |
| 19.5. | HYDRAULIC FLOW METER | | |
| 19.5.1. | It is required that two IFM SB series ultrasonic flow meters or equivalent be installed at an appropriate locations on the hydraulic circuit to measure oil flow in the compactor body and tailgate circuit and the bin lifter circuits. | ..... | ..... |

| CLAUSE | REQUIREMENTS | INSERT INFO FOR CLARITY / BROCHURE REFERENCE | COMPLY? YES / NO |
|---------|--|---|---|
| 19.5.2. | The flow meters are to be connected to a compatible proprietary brand digital readout to read liters / minute. The readout is to be placed near the reservoir station and must be easy to read. | ..... | ..... |
| 19.5.3. | The installation must bear in mind the ease of maintenance. | ..... | ..... |
| 19.6. | HYDRAULIC HOSE | | |
| | All hydraulic hose used in maintenance interventions on the City of Cape Town's compactors must be OEM approved and capable of sustaining three times the system operating pressure without failure. | ..... | ..... |
| 19.6.1. | Hoses used shall be SAE 100 R4 textile reinforced hydraulic hose with braided textile and helix steel wire reinforcement to SAE J517, Intratraco or equivalent. | ..... | ..... |
| 19.7. | PRESSURE RELIEF VALVES | | |
| 19.7.1. | <p>a) The system must have adjustable tamperproof pressure relief valves to protect all components from excessive pressure and overloads.</p> <p>b) The pressure relief valve shall be fixed in a position where it is not easily accessible by operating staff.</p> <p>c) Once the pressure relief valve has been set, it shall remain locked and tamperproof.</p> <p>d) A diagram showing the method of tamper proofing needs to handed to the City of Cape Town on delivery of the vehicles or on request by the City of Cape Town.</p> | <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> | <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> |
| 19.8. | HYDRAULIC TANK | | |
| 19.8.1. | A hydraulic tank is to be built incorporating two separate sections for the compactor and bin lifter circuits. The volume of each section must be at least two times the maximum flow rate required by that section. | ..... | ..... |
| 19.8.2. | The double tank shall be constructed in 316 grade stainless steel to an acceptable code of practice. | ..... | ..... |
| 19.8.3. | The tanks must incorporate a lockable filler cap and suitable replaceable hygroscopic breathers (Donaldson TRAP or equivalent) placed at an appropriate height above the tank to avoid contamination when high pressure cleaning is being done to clean the tank area. | ..... | ..... |

| CLAUSE | REQUIREMENTS | INSERT INFO FOR CLARITY / BROCHURE REFERENCE | COMPLY? YES / NO |
|---------|---|--|--|
| 19.8.4. | <p>PRESSURE GUAGES</p> <p>The tenderer shall install the tanks in a lockable cabinet recessed into the curb side wall near the cab and shall include: -</p> <p>a) two heavy duty proprietary analogue hydraulic glycerine filled pressure gauges</p> <p>b) 0 - 300 bar Ø 63.5 mm for the compactor and tailgate circuits (or nearest standard size)</p> <p>c) 0 - 50 bar Ø 63.5 mm for the bin lifter hydraulic pump output circuits. (or nearest standard size)</p> <p>d) Tenderers may suggest adjustments / modifications depending on the space available.</p> | <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> | <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> |
| 19.9. | OIL FILTERS | | |
| 19.9.1. | Return line spin on type filters shall be proprietary brand 3 µ | <p>.....</p> | <p>.....</p> |
| 19.9.2. | The inlet strainers should be at least 125 µ. | <p>.....</p> | <p>.....</p> |
| 19.9.3. | A visual indication that the 3 µ filters have been bypassed and needs replacement is to be placed in the cab. | <p>.....</p> | <p>.....</p> |
| 20. | <u>GENERAL HYDRAULIC REQUIREMENTS</u> | | |
| 20.1. | The tenderer shall as an attachment to the tender documents include a list of all the cylinders used with pertinent details i.e. overall length, overall diameter, rod diameter, internal bore diameter and stroke length and whether cushioning technology is utilized. | <p>.....</p> | <p>.....</p> |
| 20.2. | The packer blade and slide cylinders must incorporate internal cushion oil ports so that hydraulic shock and noise is minimized. | <p>.....</p> | <p>.....</p> |
| 20.3. | Piston rods are to be treated to attain a hardness of 55 – 65 Rockwell C and ground for extended seal life. | <p>.....</p> | <p>.....</p> |
| 20.4. | Pins which are of high strength alloy steel and zinc plated for corrosion resistance must be fitted. | <p>.....</p> | <p>.....</p> |
| 20.5. | <p>a. The tailgate cylinders must be designed so as to limit the descend speed of the tailgate in the event of hydraulic failure.</p> <p>b. Safety features like an over centre valve provided on each tailgate cylinder to avoid sudden coming down of the tailgate when in the raised condition is required.</p> | <p>.....</p> <p>.....</p> | <p>.....</p> <p>.....</p> |

| CLAUSE | REQUIREMENTS | INSERT INFO FOR CLARITY / BROCHURE REFERENCE | COMPLY? YES / NO |
|------------|---|--|--|
| 20.6. | All exposed piston rods are to be enclosed with heavy duty concertina type protective covers, Seal Saver or equivalent, wherever practically possible. | ..... | ..... |
| 20.7. | All hydraulic connectors and fittings must be zinc plated to ASTM B117-09 Standard Practice for Operating Salt Spray (Fog) Apparatus or equivalent South African or International standards | ..... | ..... |
| 20.7.1. | Under no circumstances must low cost irrigation fittings be used as part of the hydraulic circuit. | ..... | ..... |
| 20.7.2. | All valves must be clearly marked / labelled to indicate functionality. | ..... | ..... |
| 20.7.3. | Suitably sized and appropriately located, supply and return QR DIN 2353 type hydraulic connections for the bin lifters must be fitted to the tailgate structure. | ..... | ..... |
| 20.7.4. | <p>a) All hydraulic piping must be routed neatly, efficiently and safely from the pump to the various usage points and according to the relevant codes of practice, standards and drawings as found in the compactors maintenance manual.</p> <p>b) All hydraulic lines must be securely strapped to the body and protected so that accidental damage by trees etc. is not possible.</p> <p>c) The operators must be protected from any hydraulic pipe bursting by means of strategically placed pipe covers.</p> | <p>.....</p> <p>.....</p> <p>.....</p> | <p>.....</p> <p>.....</p> <p>.....</p> |
| 21. | POWER TAKE OFF | | |
| 21.1. | A heavy duty, close coupled, proprietary PTO (Parker Chelsea or equivalent) shall be fitted which shall be fully compatible with the engine and transmission. | ..... | ..... |
| 21.2. | a) Should a close coupling Power Take Off (PTO) not be available, then a prop shaft from the Power Take Off (PTO) to the hydraulic pump will suffice provided a protective plate/shield to be fitted between the transmission and the shaft. | ..... | ..... |
| 21.3. | The PTO shall be either electrically or air operated. | ..... | ..... |
| 21.4. | The PTO gearing shall be selected for minimum engine RPM matching the power requirements of the tandem hydraulic pump. | ..... | ..... |
| 21.5. | The PTO must be selected for its quiet operation i.e. incorporating sound dampening technology and in that context, the fitment must be done with OEM backlash settings. | ..... | ..... |

| CLAUSE | REQUIREMENTS | INSERT INFO FOR CLARITY / BROCHURE REFERENCE | COMPLY? YES / NO |
|---|--|--|----------------------------------|
| 21.6. | The tenderer shall supply the PTO complete with a factory approved wiring loom interlinking to the truck chassis computer ECU (making provision for an electronically controlled PTO). | ..... | ..... |
| 21.7. | The PTO must be supplied with a failsafe system interlinked to the handbrake, accelerator and idle up switch of the vehicle. | ..... | ..... |
| 21.8. | A proprietary electronic rev lifting device shall be supplied to automatically raise the engine speed on PTO engagement to the proper working level during packing and or unloading. | ..... | ..... |
| 21.9. | The tenderer is to clearly specify the details of the close coupled PTO, gear / single stage / variable displacement hydraulic pump system offered in included brochures. | ..... | ..... |
| 21.10. | It is required that a PTO be selected which is power rated approximately 15% more than the requirements of the hydraulic system. | ..... | ..... |
| | <u>PTO PERFORMANCE</u> Make / Model Torque Max Power @ idling 1000 rpm | ..... ..... ..... ..... | ..... ..... ..... ..... |
| 22. | CAMERA SYSTEM | | |
| 22.1. | The tenderer is to include the supply and installation of a proprietary brand 360 deg heavy truck camera system in Item 1 in the price schedule. | ..... | ..... |
| 22.2. | The high definition camera system is to have sufficient channels to cater for the viewing areas listed below and have the capability for expansion if required. | ..... | ..... |
| 22.3. | The camera system must be able to view in full colour and 1080p high definition: - | | |
| | a) Dual cam view - road traffic ahead and driver | ..... | ..... |
| | b) The traffic to the rear and loading bay | ..... | ..... |
| | c) 180-degree side views both sides - the fuel tank area to be covered. | ..... | ..... |
| d) The operators on the side riding stands on both sides. | ..... | ..... |  |
| 22.4. | The driver must be able to view the areas mentioned above on one LCD screen or select specific areas for viewing. | ..... | ..... |

| CLAUSE | REQUIREMENTS | INSERT INFO FOR CLARITY / BROCHURE REFERENCE | COMPLY? YES / NO |
|------------|--|--|------------------|
| 22.5. | An in cab LCD screen not less than 9" or 228 mm is to be mounted appropriately in the driver's cab. The vacant OEM dash slots are to be used as far as possible. | ..... | ..... |
| 22.6. | The camera system must have not less than a 512 GB recording facility as standard. | ..... | ..... |
| 22.7. | The camera system must have vehicle video telematics capability. | ..... | ..... |
| 22.8. | Front and rear park sensors are to be incorporated. | ..... | ..... |
| 22.9. | The installation is to be undertaken by a qualified auto electrician with power connection taken from the auxiliary power board. | ..... | ..... |
| 23. | COMPACTOR ELECTRICAL | | |
| 23.1. | The compactor electrical system shall be IP66 rated to water and dust proofed components and all connectors must be automotive double-seal type, with wiring in split convoluted looms. | ..... | ..... |
| 23.2. | <p>a) A visual or audible warning signal, or both, shall be provided in the cab to indicate when the lifting mechanism or tailgate are elevated which would create a hazardous driving condition.</p> <p>b) Visual devices, when used, shall be located within the driver's view. Audible warnings, when used, shall be distinct from other audible warnings in the cab.</p> | ..... | ..... |
| 23.3. | Attention must also be given to proper electrical cable management for all accessories fitted as per the standard electrical wiring codes and accepted practices in South Africa. | ..... | ..... |
| 23.4. | The City of Cape Town will not accept any shoddy / untidy wiring. It is expected that all wiring / connections are carried out by a qualified electrician well versed in proper wiring standards. | ..... | ..... |
| 24. | LIGHTING | | |
| 24.1. | The compactor rear end is to have four sets of light assemblies each containing 3 proprietary LED lights each as per South African road traffic legislation ; - an amber direction indicator, a red stop light and a clear reversing light. | ..... | ..... |
| 24.1.1. | Two assemblies are to be incorporated high up into each end of the tailgate structure for visibility by rear approaching motorists | ..... | ..... |

| CLAUSE | REQUIREMENTS | INSERT INFO FOR CLARITY / BROCHURE REFERENCE | COMPLY? YES / NO |
|------------|--|--|------------------|
| 24.1.2. | Two housed in sturdy, separate corrosion protected metal boxes on the sides of the tailgate structure. These boxes shall be painted with the same coating and colour of the compactor and shall be IP66 rated. | ..... | ..... |
| 24.1.3. | The diameters of the lights shall be according to the current South African road traffic regulation. | ..... | ..... |
| 24.1.4. | The rear facing lights shall be placed so that they are visible from behind the truck when employees are standing on the riding steps. | ..... | ..... |
| 24.2. | All LED warning lights shall be SAE Class 1 and SAE J845 and SAE J595 approved. | ..... | ..... |
| 24.3. | A full length amber slimline <u>SAE Class 1</u> light bar is to be fitted on the cab roof. This shall be controlled by a manual switch inside the cab. Dimensions are approximately: Height : 70 - 80 mm Width : 250 - 300 mm Length : 950 - 1000 mm | ..... | ..... |
| 24.3.1. | The slimline light bar is to be mounted on the truck chassis cab roof on top of a stainless steel bracket which is anchored at the ends to the cab roof gutter rails. The gutter rails must be protected at the anchor points with a strip of thin insertion rubber or similar so that the paintwork at that point is not damaged. | ..... | ..... |
| 24.4. | <u>Two SAE Class 1</u> amber beacons are to be fitted on the tailgate structure on each end high enough not to be obscured by the bin lifter structure. Dimensions are approximately Height : 70 - 80 mm Diameter : 140 - 150 mm | ..... | ..... |
| 24.5. | Two Gen 4 aluminium backed LED light clusters must be placed on the rear of the compactor facing rearwards which will commence flashing once the PTO is activated. | ..... | ..... |
| 24.6. | The compactor must be fitted with two 30W, IP66 rated LED flood lamps at the rear top of the vehicle for loading area illumination in inclement weather operating conditions and controlled by a manual switch situated inside the cab. | ..... | ..... |
| 24.7. | The LED light systems above must be vibration resistant and have UV resistant lenses. | ..... | ..... |
| 24.8. | The tenderer is to consult with the City of Cape Town as regards the final positioning of these light assemblies on his / her particular compactor offering. | ..... | ..... |
| 25. | HIGH LEVEL BIN LIFTER (OPTIONAL EXTRA) | | |

| CLAUSE | REQUIREMENTS | INSERT INFO FOR CLARITY / BROCHURE REFERENCE | COMPLY? YES / NO |
|--------|---|--|------------------|
| 25.1. | Supply and fit a “high level”, split combination container lifting mechanism capable of the quick and efficient lifting and discharge of two 240 litre municipal refuse containers. | ..... | ..... |
| 25.2. | The demand on the hydraulic pump is approximately 15 - 16 l/m @ 150 bar. | ..... | ..... |
| 25.3. | The bin lifter must connect to the DIN 2353 type supply and return hydraulic QR connections appropriately located on the tail gate structure. | ..... | ..... |
| 25.4. | The entire mechanism must be quickly and easily demountable from the compactor by workshop personnel using minimum tools. | ..... | ..... |
| 25.5. | The mechanism shall be of robust design, with few wearing parts, a combination of suitably sized seal maintenance free ball bearings and spherical bearings on all articulation points bearings (or equivalent), with the main objective that the unit is expected to be utilised without any intermediate maintenance/lubrication. | ..... | ..... |
| 25.6. | All hydraulic inter connections on the bin lifter shall be zinc plated steel pipes with no exposed cylinder rods. | ..... | ..... |
| 25.7. | Operating controls shall be manual lever operated on either side of the bin-lifter. | ..... | ..... |
| 25.8. | The design of the bin-lifter shall be such that it provides maximum ground clearance, in order to minimize the possibility of any damage, when mounted to the compactor. | ..... | ..... |
| 25.9. | The complete lift cycle time shall not exceed 12 seconds. | ..... | ..... |
| 25.10. | The bin-lifter shall be required to handle up to and in excess of 1500 lifts per day. | ..... | ..... |
| 25.11. | The bin-lifter shall in no way deform or damage the 240 litre containers being used, over the entire operating life of the equipment. | ..... | ..... |
| 25.12. | Provision is to be made on the bin lifter / compactor body structure for the City of Cape Towns (RAMM) bin counter sensor and associated electronics. | ..... | ..... |
| 25.13. | The safety covers on both sides must be manufactured from corrosion resistance steel, suitable for the operating environment. | ..... | ..... |
| 26. | LOW LEVEL BIN LIFTER (OPTIONAL EXTRA) | | |

| CLAUSE | REQUIREMENTS | INSERT INFO FOR CLARITY / BROCHURE REFERENCE | COMPLY? YES / NO |
|------------|---|--|------------------|
| 26.1. | Supply and fit a “low level” container lifting mechanism capable of the quick and efficient lifting and discharge of 240 liter plastic wheeled refuse containers as well as 660 and 770 liter plastic bulk refuse containers (comb lift type) and including 1100 liter steel container (split cone type). | ..... | ..... |
| 26.2. | The demand on the hydraulic pump is approximately 15 -18 l/m @ 180 bar. | ..... | ..... |
| 26.3. | The bin lifter must connect to the DIN 2353 type supply and return hydraulic connections located on the tail gate structure. | ..... | ..... |
| 26.4. | The entire mechanism must be quickly and easily demountable from the compactor by workshop personnel using minimum tools. | ..... | ..... |
| 26.5. | The mechanism shall be of robust design, with few wearing parts, a combination of suitably sized seal maintenance free ball bearings and spherical bearings on all articulation points bearings (or equivalent), with the main objective that the unit is expected to be utilised without any intermediate maintenance/lubrication. | ..... | ..... |
| 26.6. | All hydraulic inter connections on the bin lifter shall be zinc plated steel pipes with no exposed cylinder rods. | ..... | ..... |
| 26.7. | Operating controls shall be manual lever operated on curb side of the bin-lifter. | ..... | ..... |
| 26.8. | The design of the bin-lifter shall be such that it provides maximum ground clearance, in order to minimise the possibility of any damage, when mounted to the compactor. | ..... | ..... |
| 26.9. | The complete lift cycle time shall not exceed 12 seconds. | ..... | ..... |
| 26.10. | The bin-lifter shall be required to handle up to and in excess of 1500 lifts per day. | ..... | ..... |
| 26.11. | The bin-lifter shall in no way deform or damage the containers being used, over the entire operating life of the equipment. | ..... | ..... |
| 27. | REFUSE COMPACTOR SPARES | | |
| 27.1. | The tenderer shall guarantee the availability of a full range of serviceable spare parts, ex stock, in the Cape Metropolitan area at all reasonable hours. | ..... | ..... |

| CLAUSE | REQUIREMENTS | INSERT INFO FOR CLARITY / BROCHURE REFERENCE | COMPLY? YES / NO |
|--------|--|--|--|
| 27.2. | <p>TRUCK CHASSIS SPARES Tenderers shall state the availability of spare parts and the location of the relevant parts. Any limitation to these requirements shall be explained in a covering letter.</p> <p style="text-align: right;">Fast moving spares Location? Available same day of request? Location of non-critical spare parts stock</p> | <p>.....</p> | <p>.....</p> |
| 27.3. | <p>Tenderers to indicate a picking rate of their spares in South Africa for general servicing and minor repairs of the for the truck & equipment tendered. The City of Cape Town may request an independent confirmation of the picking rate, spare parts stockholding from an independent auditor during evaluation.</p> | | |
| 27.4. | <p>General servicing spare parts must be available same day with the exception not exceeding 2 days.</p> | | |
| 27.5. | <p>Major components spares (slow moving items) lead times may not exceed 3 weeks.</p> | | |
| 27.6. | <p>COMPACTOR BODY HYDRAULIC SPARES (including Tailgate assembly) Tenderers shall state the availability of spare parts and the location of the relevant parts. Any limitation to these requirements shall be explained in a covering letter.</p> <p style="text-align: right;">Fast moving spares Location? Available same day of request? Location of non-critical spare parts stock</p> | <p>.....</p> | <p>.....</p> |
| 27.7. | <p>BIN LIFTER SPARES Tenderers shall state the availability of spare parts and the location of the relevant parts. Any limitation to these requirements shall be explained in a covering letter.</p> <p style="text-align: right;">Fast moving spares Location? Available same day of request? Location of non-critical spare parts stock</p> | <p>.....</p> | <p>.....</p> |
| 28. | <p>PAINT SPECIFICATION</p> | | |
| 28.1. | <p>The colour of the vehicle cab must be standard factory white with the compactor body, tailgate and bin lifter colour RAL 3024</p> | <p>.....</p> | <p>.....</p> |

| CLAUSE | REQUIREMENTS | INSERT INFO FOR CLARITY / BROCHURE REFERENCE | COMPLY? YES / NO |
|----------|---|--|------------------|
| 28.2. | The final colour for the compactor body, tailgate and bin lifter shall discussed with the City of Cape Town technical team before any paintwork is carried out. | ..... | ..... |
| 28.3. | The tenderers are to note the particular method of surface preparation and the standard required by the City of Cape Town for the coating offered and for which a report will be required by the City of Cape Town before such coating is done. | ..... | ..... |
| 28.4. | COATING PROCEDURE REPORT The concise report should contain a reference to an appropriate accepted standard, e.g. BS 7079: Part A1 Sa 2 ½ quality if required as well as :- | ..... | ..... |
| 28.4.1. | The maximum interval between surface preparation and subsequent priming. | ..... | ..... |
| 28.4.2. | The types of paint or metal coatings to be used, supported by standards where these exist. | ..... | ..... |
| 28.4.3. | The method(s) of application to be used. | ..... | ..... |
| 28.4.4. | The number of coats to be applied and the interval between coats. | ..... | ..... |
| 28.4.5. | The wet and dry film thickness for each coat. | ..... | ..... |
| 28.4.6. | Where each coat is to be applied (i.e. shops or site) and the application conditions that are required, in terms of temperature, humidity etc. | ..... | ..... |
| 28.4.7. | Details for treatment of welds, connections etc. | ..... | ..... |
| 28.4.8. | Rectification procedures for damaged areas etc. | ..... | ..... |
| 28.4.9. | Tenderers are required to offer a suitable marine quality corrosion protection coating using : | ..... | ..... |
| 28.4.10. | Comprehensive technical data sheets are required to be submitted with the tender documents or as and when required within set time frames by the City of Cape Town. | ..... | ..... |
| 28.4.11. | Carboguard 890 or equivalent first coat | ..... | ..... |
| 28.4.12. | Carbothane 137HS or equivalent final coat. | ..... | ..... |
| 28.5. | EXTERNAL COMPACTOR COATING The tenderer is ensure that the external surfaces of the compactor body are prepared as per coating manufacturer's instructions and then coated with the following product or equivalent. | ..... | ..... |
| 28.5.1. | Primer: Carboguard 890 @ 150 µ DFT or equivalent. | ..... | ..... |

| CLAUSE | REQUIREMENTS | INSERT INFO FOR CLARITY / BROCHURE REFERENCE | COMPLY? YES / NO |
|------------|---|--|------------------|
| 28.5.2. | Top Coat : Carbothane 137HS @ 50 µ or equivalent. | ..... | ..... |
| 28.6. | All coatings shall be to the recommended dry film thickness for maximum protection. | ..... | ..... |
| 28.7. | Full details of all proposed paint processes must be stated in brochures included with tender submission or upon request from the City of Cape Town. | ..... | ..... |
| 29. | WEEKLY INSPECTION AND GREASING SERVICE REFUSE BODY AND BIN LIFTER | | |
| 29.1. | The successful tenderer is to offer a 5 year, onsite, weekly inspection and greasing service for the compactor body and bin lifter using a mobile van / light delivery vehicle and work team. | ..... | ..... |
| 29.2. | It is expected that the van / light delivery vehicle used is properly equipped with all necessary tools and spares and neatly branded with the company's logo. | ..... | ..... |
| 29.3. | All work team members are to wear proper overalls with the company's logo prominently displayed thereon | ..... | ..... |
| 29.4. | The inspection and greasing service checklist items will be discussed at commencement of contract. | ..... | ..... |
| 29.5. | All completed checklists and any action taken i.e. grease nipples replaced etc. are to be scanned and emailed to the City of Cape Towns appointed technical representative. | ..... | ..... |
| 30. | WARRANTY | | |
| 30.1. | TRUCK CHASSIS CAB | | |
| 30.1.1. | The complete truck chassis cab must be fully guaranteed for at least 2 years or 100 000 km | ..... | ..... |
| 30.2. | PAINT WARRANTY | | |
| 30.2.1. | TRUCK CHASSIS The truck chassis must be fully guaranteed for at least three years against body rust or paint defects, fair wear and tear excluded. | ..... | ..... |
| 30.2.2. | COMPACTOR BODY INTERNAL AND EXTERNAL, TAILGATE AND BIN LIFTERS The compactor body, tailgate structure and bin lifter must be fully guaranteed for at least 5 years against body rust or paint defects, fair wear and tear excluded. | ..... | ..... |

| CLAUSE | REQUIREMENTS | INSERT INFO FOR CLARITY / BROCHURE REFERENCE | COMPLY? YES / NO |
|------------|---|--|-------------------------|
| 30.3. | <p>COMPACTOR HYDRAULICS WARRANTY</p> <p>The compactor hydraulics must be able to operate at the work rate specified below without serious hydraulic failures, operator abuse excluded for at least 5 years.</p> | ..... | ..... |
| 31. | EQUIPMENT MANUALS (OPTIONAL EXTRA) | | |
| 31.1. | <p>Operating, servicing, and spare parts and maintenance manuals must be provided for</p> <p style="text-align: center;">Truck chassis. Compactor body and tailgate Bin lifter</p> | ..... ..... ..... | ..... ..... ..... |
| 31.2. | <p>The maintenance manual must include comprehensive hydraulic schematics, a bill of materials listing all materials and steels used in the construction. is required for the compactor, tailgate and bin lifter.</p> | ..... | ..... |
| 32. | TRAINING | | |
| 32.1. | <p>Training for driver and trainers, must be provided within two weeks of delivery of the vehicle. The tenderes must provide certificates that the operators were trained.</p> | ..... | ..... |
| 32.2. | <p>Successful tenderers are to provide first line maintenance, diagnostics and fault finding training in the operation and maintenance of the refuse compactor to the maintenance staff and line management. The tenderes must provide certificates that the operators were trained</p> | ..... | ..... |
| 33. | DELIVERY | | |
| 33.1. | <p>The refuse compactors shall be registered in the name of the City of Cape Town.</p> | ..... | ..... |
| 33.2. | <p>The compactor body, tailgate and bin lifter shall have permanent manufacturers plates whereupon relevant data is stamped i.e. the manufacturers name, model no, serial number, size(m³) and year of manufacture. The plates are to be fixed as per OEM instructions.</p> | ..... | ..... |
| 33.3. | <p>The truck chassis shall be fitted with microdots according to SANS 534-1 and shall have the necessary documentation to verify such fitment.</p> | ..... | ..... |

| CLAUSE | REQUIREMENTS | INSERT INFO FOR CLARITY / BROCHURE REFERENCE | COMPLY? YES / NO |
|------------|---|--|----------------------------------|
| 33.4. | The refuse compactors shall be supplied and fitted with registration plates and shall be displayed in a manner which complies with SANS 1116: "Retro-reflective number plates for motor vehicles". The number plates shall be secured by rivets or by bolt and nut. | ..... | ..... |
| 33.5. | It is required that reflective tape in accordance with SANS 20104 Latest (3M – Orange diamond grade marking code: 983-71 ECE R104 or equivalent is to be fitted to the perimeter of the compactor body. | ..... | ..... |
| 33.6. | Reflectors, red, amber and white to Road Traffic Regulations 186,187 and 188 are to be fitted in the required positions | ..... | ..... |
| 33.7. | The rear of the compactor body must be fitted with a chevron board complying to SANS 1329:4. | ..... | ..... |
| 33.8. | The first service must be free and tenderers are required to indicate whether any free services are included in the tendered price. (A pre delivery service cost must be included in the tendered price). | ..... | ..... |
| 33.8.1. | The tenderer must here confirm where such services will be carried out. | ..... | ..... |
| 33.9. | The cost of licensing, registration, number plates, etc. must be included in the price of the vehicle. | ..... | ..... |
| 33.10. | The licensed vehicle is to be delivered with a full tank of fuel. | ..... | ..... |
| 33.11. | The essential operator tools shall include: - a) a 10 ton (metric) hydraulic jack. b) Warning triangles, c) a wheel spanner d) essential tools to perform operator maintenance. | ..... ..... ..... ..... | ..... ..... ..... ..... |
| 33.12. | The tender must provider service schdules | ..... | ..... |
| 33.13. | Any unacceptable delays in delivery ensuing will attract prescribed penalties. | ..... | ..... |
| 34. | POST DELIVERY INSPECTION BY CCT | ..... | ..... |
| 34.1. | The City's technical team along with representatives from the tenderer will inspect the compactors compliance against this technical specification on delivery. | ..... | ..... |

| CLAUSE | REQUIREMENTS | INSERT INFO FOR CLARITY / BROCHURE REFERENCE | COMPLY? YES / NO |
|----------|---|--|------------------|
| 34.2. | The following items (but not limited to) will be checked :- | ..... | ..... |
| 34.2.1. | Overall appearance of the truck chassis cab and compactor internal and externals in comparison to brochures and this technical specification. | ..... | ..... |
| 34.2.2. | Location of all controls, emergency controls, safety steps, handrails. | ..... | ..... |
| 34.2.3. | Chassis cab start-up, PTO engagement and cycle through all functions while taking note of system pressures for the compactor, tailgate and bin lifter hydraulics. | ..... | ..... |
| 34.2.4. | Operation of all lighting. | ..... | ..... |
| 34.2.5. | Tailgate lifting time, ejection time, bin lifter cycle time, tailgate lifting time. Operation of emergency stop button. | ..... | ..... |
| 34.2.6. | Verification of hydraulic cylinder dimensions. | ..... | ..... |
| 34.2.7. | Hydraulic reservoir construction and placement in the side wall cabinet as per technical specification. | ..... | ..... |
| 34.2.8. | Hydraulic reservoir capacities. Practical placement of spin on filters and suitability of ancillary hydraulic components. | ..... | ..... |
| 34.2.9. | Piping and cable management. | ..... | ..... |
| 34.2.10. | Hopper water volume , placement and construction and method of sealing against waste liquid spill. | ..... | ..... |
| 34.2.11. | Paint DFT thickness internal and external. | ..... | ..... |
| 34.2.12. | Steel thicknesses sides, floor, roof and hopper. | ..... | ..... |
| 34.2.13. | Steel hardness testing sides, floor, roof and hopper to verify the steels used in the compactor. | ..... | ..... |
| 34.2.14. | The use of lower grade steels other than that required by the tender specifications and for which compliance was stated, will constitute a serious breach of contract and will attract all penalties allowable in the contract provision. | ..... | ..... |
| 34.2.15. | The hydraulic oil in the tanks shall be sampled and examined for signs of contamination. If contamination is suspected, a sample shall be taken and sent to a local laboratory to verify the oil cleanliness at the tenderers expense. | ..... | ..... |
| 34.2.16. | The compactor will be test driven by the City of Cape Town's professional driver and operator team to assess the compactors performance on a typical road. | ..... | ..... |

| CLAUSE | REQUIREMENTS | INSERT INFO FOR CLARITY / BROCHURE REFERENCE | COMPLY? YES / NO |
|----------|--|--|------------------|
| 34.2.17. | Any minor rectification procedures required and allowed by the City of Cape Town due to variations from the required specification will be for the tenderers account. | ..... | ..... |
| 34.2.18. | In the event that rectification cannot be successfully carried out the contract shall be declared null and void and all penalties allowable in the contract documents applied. | ..... | ..... |

[24] TRADE NAMES OR PROPRIETARY PRODUCTS (NOT APPLICABLE)

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

[25] EMPLOYMENT OF SECURITY PERSONNEL (NOT APPLICABLE)

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

[26] FORMS FOR CONTRACT ADMINISTRATION (NOT APPLICABLE)

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

- a) Monthly Project Labour Report (described below)

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

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

C.6 SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions

Insert new clause 1.1A with the following:

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

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

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

Add the following after Clause 1.25:

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

3. General Obligations

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

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

jurisdiction regarding the Delivery of the Goods and/or Services and give all notices and pay all charges required by such authorities.

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

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

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

Add the following after clause 5.4:

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

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

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

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

Add the following after clause 5.8:

5.9 Protection of Personal Information Act of 2013

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

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

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

5.10 **PERFORMANCE MONITORING**

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

7. Performance Security

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

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

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

11. Insurance

Add the following after clause 11.1:

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

Purchaser will retain its right of recourse against the Supplier.

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

15. Warranty

Add to Clause 15.2:

- 15.2 The warranty for this Contract shall remain valid for as per the specification from date of Delivery of the Goods and/or Services.

16. Payment

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

- 16.1 Payment of invoices will be made:

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

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

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

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

Add the following after clause 16.4

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

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.

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.

During the contract period, before the Purchase orders is issued, the Supplier and the Purchaser's Representative shall jointly draft a timeline that stipulates the delivery date of the equipment, which will be mutually agreed upon by both parties. This agreed timeline shall form part of the contract.

In the event that the Supplier fails to meet the delivery date as stipulated in the agreed timeline, penalties shall apply as follows:

- 1 - 30 days of late delivery = 1% of the purchase order amount;
- 31 - 60 days of late delivery = 2% of the purchase order amount;
- 61 - 90 days of late delivery = 3% of the purchase order amount;

- Above 90 days of late delivery 5% of the purchase order amount will apply

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:
- hand delivered – on the day delivery of delivery or the next Working Day,
 - sent by registered mail – five (5) Working Days after mailing,
 - 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. It is a requirement that the workshop facilities offered by the service provider are Original Equipment Manufacturer (OEM) approved therefore, the service provide must submit a confirmation letter from the OEM stating that the workshop facilities offered are OEM approved for the maintenance, repair, testing and major overhauls of the vehicles offered.

36.2 Should the service provider not have an OEM approved workshop facilitie the following will apply:

- 36.2.1 The supplier must within ninety (90) days from commencement of the contract, establish a Workshop Facility that is OEM approved within the Geographical Boundaries of the City of Cape Town which meets the requirements set out in Specifications in full, and otherwise meets the requirements necessary for the supplier to render the services contemplated in this contract and to meet its obligations. After which, the service provider must submit a OEM Workshop approval letter as stated in clause 36.1
- 36.2.2 Should the supplier fail to establish a Workshop Facility which complies with the aforementioned requirements, within the ninety (90) days mentioned in clause 36.2.1 above or a reduced period as contemplated, 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.
- 36.2.3 The supplier shall submit to the City of Cape Town all documents as requested in the Specification as well as the responsive criteria mentioned in the tender document.
- 36.2.4 The City of Cape Town reserves the right to conduct adhoc inspections of the tenderers IN-CONTRACT activities.

C.7 GENERAL CONDITIONS OF CONTRACT

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

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1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance Security

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

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 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.: 165G/2024/25

TENDER DESCRIPTION: SUPPLY AND DELIVERY OF 19M3 REFUSE COMPACTORS
(SUPPLIMENTATRY TO TENDER 049G/2022/23)

NAME OF SUPPLIER: _____

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

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

Yours faithfully

Signed: _____

For: _____ (Supplier’s Insurance Broker)

Annexure B – Monthly Project Labour Report

ANNEX 1

CITY OF CAPE TOWN MONTHLY PROJECT LABOUR REPORT



Instructions for completing and submitting forms

General

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

Project Details

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

Beneficiary Details and Work Information

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

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

Submission of Forms

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

PROJECT DETAILS

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

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

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

ANNEX 1 (continued)

MONTHLY PROJECT LABOUR REPORT



BENEFICIARY DETAILS AND WORK INFORMATION

| CONTRACT OR WORKS PROJECT NUMBER: | | | | Year | | Month | | Sheet | | | | |
|--|-------------------|----------------|------------------|------------------------------|--------------|----------------|-----------------------------------|------------------------------|------------------------------------|---|-----------------------|-------------------------------------|
| | | | | | | | | 1 | of | | | |
| No. | (8) First name | (8) Surname | (8) ID number | (9) New Beneficiary (Y/N) | Gender (M/F) | Disabled (Y/N) | (10) Job seeker database (Y/N) | Contract start date (DDMMYY) | (11) Contract end date (DDMMYY) | (12) No. days worked this month (excl. training) | (13) Training days | (14) Rate of pay per day (R - c) |
| 1 | | | | | | | | | | | | |
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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

Annexure D - Pro Forma Advance Payment Guarantee

NOT APPLICABLE

Annexure F - Tender Returnable Documents

Schedule F.1: Contract Price Adjustment

1. TENDER CONDITIONS

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

2. CPA PROVISIONS SELECTION

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

| | <u>Indicate option</u> | <u>CPA Type</u> | <u>Period</u> | <u>Refer to Section</u> |
|---|--------------------------|---|---------------------|--|
| A | ↓ N/A | FIRM PRICES as per Pricing Schedule | Annual | <i>Pricing Schedule C.4 and Schedule F.1 (A)</i> |
| <u>LOCAL (RSA) TENDER CONTENT:</u> | | | | |
| EITHER | | | | |
| B | N/A | SEIFSA Index based CPA | Monthly / Quarterly | <i>Schedule F.1 (B)</i> |
| OR | | | | |
| C | <input type="checkbox"/> | Pricelist / Quotation Based CPA | Ad-Hoc | <i>Schedule F.1 (C)</i> |
| OR | | | | |
| D | <input type="checkbox"/> | STATS SA CPI Index Based CPA | Annually | <i>Schedule F.1 (D)</i> |
| OR/AND | | | | |
| E | N/A | Sectorial Determination 1: Contract Cleaning Sector | Annually | <i>Schedule F.1 (E)</i> |
| OR | | | | |
| E | N/A | Sectorial Determination 6: Private Security Sector | Annually | <i>Schedule F.1 (E)</i> |

IMPORTED GOODS AND / OR COMPONENTS (IF APPLICABLE)

| | | | | |
|----------------------------------|--|------------------------------------|----------------------|-------------------------|
| F | | ROE based CPA | Ad-Hoc | <i>Schedule F.1 (F)</i> |
| AND (IF REQUIRED), EITHER | | | | |
| G | | Pricelist / Quotation based CPA | Ad-Hoc / Periodic | <i>Schedule F.1 (G)</i> |
| OR | | | | |
| H | | Overseas CPI / PPI index based CPA | Ad-Hoc / Periodic | <i>Schedule F.1 (H)</i> |

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

3. CONTRACT CPA APPLICATIONS AND ADMINISTRATION

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

- i. By letter to: Director **Urban Waste Management : Waste Service**, City of Cape Town,
P O Box 655, Cape Town, 8000 or
- ii. By email to: Bongiwe.Madlingozi@capetown.gov.za

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

3.2 When submitting a request for CPA and/or RoE adjustment the Supplier shall indicate the Rand Value claimed for each item listed on C.4 - Price Schedule, clearly indicating the item number as per C.4 - Price Schedule. Percentage increases will not be considered. A mere notification of a request for CPA without stating the new price claimed for each item shall, for the purpose of this clause, not be regarded as a valid request.

3.3 The CCT reserves the right to request the Supplier to submit auditor's certificates or such other documentary proof as it may require in order to verify a claim for CPA or RoE adjustments. Price adjustments will not be processed until such time as the Supplier submits such auditor's certificates or other documentary proof to the CCT. Should the Supplier fail to submit the auditor's certificates or other documentary proof to the CCT within 30 days from the written request, it shall be presumed that the Supplier has abandoned his request.

3.4 The CCT reserves the right to withhold payment of any claim for adjustment while only provisional figures are available and until such time as the final (revised) figures are issued by the relevant authority.

3.5 The CCT will confirm in writing once processing of the CPA or RoE adjustments have been completed including the effective date of the adjustments.

3.6 Where pricelist-based and other non-index based CPA requests are investigated and found to be not reasonable and market related, the CCT reserves the right to reject such requests. Where disputes arise with respect to such rejected requests, the CCT reserves the right to procure the Goods from other available Suppliers until such time as the dispute is resolved.

3.7 Unless indicated otherwise in the relevant schedule below, all Purchase Orders issued on or after the effective date of the adjustment shall be issued at, and the Goods or Services supplied, invoiced and

paid for at the adjusted prices. The relevant adjustment will not be applied to Purchase Orders issued prior to the effective date.

F.1 (A) – FIRM PRICES

NOT APPLICABLE

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

NOT APPLICABLE

| |
|--|
| TABLE F.1 (B).1: SEIFSA BASE MATERIAL AND LABOUR PRICES |
|--|

NOT APPLICABLE

TABLE F.1 (B). (Cont'd): SEIFSA BASE MATERIAL AND LABOUR PRICES

NOT APPLICABLE

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

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

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

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

4. During the contract period, the Tenderer (now Supplier) must submit the request for price adjustment based on increases in pricelists of manufacturers/suppliers prior to the effective date of the increase in the pricelist.
5. The effective date of any price adjustment granted will be the first day of the month following the month during which the fully substantiated application for contract price adjustment is submitted or, by agreement between the Tenderer/Supplier and the CCT, a subsequent date on which the price adjustment will become effective.
6. In instances where the Supplier's price adjustment claimed is less than entitled, the lesser price will be accepted.
7. Purchase orders placed prior to the effective date of any price increase shall be placed at the previously agreed price, not the claimed adjusted price.
8. Only the difference in source supplier / manufacturer pricelist (actual cost, not percentage) may be adjusted and under no circumstances may the Tenderer/Supplier increase their profit margin.

9. The Tenderer/Supplier shall, when submitting claims for contract price adjustment, submit all of the documentation indicated below a minimum of two weeks prior to the effective date of the contract price adjustment:
 - a) Copies of price lists upon which original tender prices were based (refer to clause 2, Table F.1(C).1 above) clearly indicating the item(s) according to C.4 Price Schedule.
 - b) The new price list (*from the same Supplier / Manufacturer as originally tendered*) on the relevant manufacturer/suppliers letterhead (with pamphlets, brochures and e-mail communication) clearly indicating the item(s) according to C.4 Price Schedule.
 - c) Detailed calculations indicating how the “adjusted” price was calculated. The calculations must be submitted in Excel, together with a signed, “PDF” version of the Excel spreadsheet. The example below – Table F.1(C).2, is what is required.
 - d) A covering letter on the Supplier’s letterhead requesting the CPA with the effective date of the claim.
10. The CCT will consider the request and either refer the request back for correction or additional information or approve the request.
11. The CCT will assess such pricelist based CPA claims against market pricing and indices and other input pricing indicators and will only approve such claims that are confirmed to be reasonable and market related with reference to the source pricing information provided with the tender and with the CPA application
12. Approval of the CPA request including confirmation of the effective date, will be communicated to the Supplier in writing together with a list of the approved adjusted rates. The effective date will be as per clause 3 above.
13. The successful Tenderer/Supplier shall immediately upon notification of the commencement date of contract submit written application for approval of any adjusted unit prices for the Goods that may have been notified by the Supplier / Manufacturer of the Goods, together with the required supporting documentation. This application will be assessed in accordance with the process laid out above in order to determine approved contract prices at the commencement of the contract.
14. Failure to submit such application within two working weeks of commencement of contract shall result in the tendered unit prices being applied for initial orders placed following commencement of the contract.
15. In the event of a Supplier changing their Supplier / Manufacturer during the tenure of the contract, no request for price variations will be considered unless the Supplier has obtained prior approval from the City for the change of Supplier / Manufacturer. Such approval shall include technical approval by the Engineer of the goods supplied by the replacement Supplier / Manufacturer. Technical approval by the Engineer shall be a prerequisite for any change of Supplier / Manufacturer.

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

| C.4 Price Schedule Item No. | Original Tender Price | Previous and New Price List Information | | | | | New Contract Price (Excl. VAT) |
|-----------------------------|-----------------------|---|--------------|---|--|---|--------------------------------|
| | | Manufacturer/Supplier | Material no. | Price as per previous Manufacturer/Supplier Price List (Excl. Vat) Price List Date:_____ | Price as per new Supplier/Manufacturer Price List (Excl. Vat) Price List Date:_____ | Difference between the previous and new manufacturer Price list (C)-(B) | |
| | (A) | | | (B) | (C) | (D) | (A)+(D) |
| | | | | | | | |
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**When submitting the first request for price adjustment, use the tender price as per C.4 Price Schedule.*

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

1. Applicable where the Tenderer/Suppliers has indicated their tendered prices are subject to adjustment based on changes in the Statistics South Africa (STATS SA) Consumer Price Indices.
2. A minimum of 10% of the tender price as per C.4 Pricing Schedule shall be fixed and free of variation for the duration of the contract.
3. A total of 90% of the tender price as per C.4 Pricing Schedule shall be adjusted annually in accordance with clause 5 below.
4. The Contract Price(s) shall remain FIRM for the first 12 calendar months from date of Commencement Date of Contract and Suppliers are not permitted to requests CPA during this period.
5. The Contract Price(s) will thereafter be subject to adjustment annually based on the average percentage of change over 12 months as published by STATS SA: Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates) as follows:
 - 5.1 CPA applicable from the start of the 13th month to the end of the 24th month calculated as follows:
 - a) The base month for the price adjustment being three (3) calendar months prior to Commencement Date of Contract; and
 - b) The end month shall be three (3) calendar months prior to the 12th month.
 - 5.2 CPA applicable from the start of the 25th month to end of the 36th month calculated as follows:
 - a) The base month for the price adjustment shall be three (3) calendar months prior to the 13th month; and
 - b) The end month shall be three (3) calendar months prior to 24th month.
 - 5.3 The average CPI percentage will be calculated using the base month to the end month (both included) divided by the number of months. (12 months totalled/12 to achieve the average CPI)
6. 6 Subject to prior approval by the CCT delegated authority, in the event of any extension of the contract period, the CPA applicable beyond month 36th of the contract will follow the same principle in determining the base month (i.e. 3 calendar months prior to 25th month) and end date (3 calendar months prior to 36th month) as outlined above.

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

NOT APPLICABLE

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

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

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

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

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

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

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

3. Any items/resources not inserted in Table F.1 (F).2 above, are deemed to be manufactured / supplied in South Africa and is not subject to adjustment in terms of variation in rate of exchange.

4. The price adjustment for variations in the cost of plant and materials imported from outside of South Africa shall be based on the information contained on the schedule titled "Price Basis for Imported Resources" (Table F.1 (F).2). The Rand value of goods and components comprising entirely or partly imported content that is inserted on the Table F.1(F).2 titled "Price Basis for Imported Resources" (column (G)) shall be the rate tendered in the Pricing Schedule C.4, and shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate on the Base Date (seven calendar days before tender closing date) rounded to the second decimal place (column (B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)) and any South African manufactured or added content (column (F)). Any mark-up by the Tenderer or other costs not detailed above shall be entirely contained within the South African Content (Column (F)).
5. Column A of Table F.1 (F).2 shall detail the actual quotation for the imported Goods or components, and shall be substantiated by the original source quotation for such Goods or components. (Source quotation from foreign supplier/manufacturer, see Schedule F.1 (G), Table F.1 (G).1 below). No Supplier mark-up on the foreign currency value of such imported Goods or components is permissible. All Supplier mark-up shall be included in the South African content, Column F of Table F.1 (F).2 above.
6. Based on the evidence provided in Clause 5 above, the value in Rand inserted in column (C) on the schedule titled "Price Basis for Imported Resources" shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in this clause shall be adjusted accordingly, subject to Clause 7 below.
7. The adjustments shall be calculated upon the value in foreign currency in the Supplier's forward cover contract, provided that, should this value exceed the value in foreign currency inserted in column (A) of on the schedule titled "Price Basis for Imported Resources", then the value in column (A) shall be used (or any adjusted value approved in accordance with Schedule F.1 (G) below).
8. Any increase or decrease in the Rand value between the amounts of Customs Surcharge and Customs Duty inserted in on the schedule titled "Price Basis for Imported Resources" and those amounts actually paid to the Customs and Excise Authorities, which are due to changes in the percentage rates applicable or to the foreign exchange rate used by the authorities, shall be adjusted accordingly.
9. The Tenderer shall state the Customs Duty Tariff Reference applicable to each item and the Supplier shall advise the CCT's Agent of any changes which occur.
10. Suppliers shall take out Forward Cover covering the foreign exchange component of the cost of any imported portion of the Goods ordered on each purchase order issued by the Employer.
11. The process to be followed by Suppliers for claims for Rate of Exchange Variations shall be as follows:
 - a) The Supplier shall within seven working days from the date of receipt of the purchase order arrange for cover or recovering forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported goods and components inserted by the Tenderer on the scheduled titled "Price Basis for Imported Resources" (Table F.1 (F).2), and submit such Forward Cover quotation to the City for approval.
 - b) Upon receipt of the quotation for Forward Cover from the bank, the Supplier must forward the quote ideally, within 15 minutes of receiving it from their banker to the CCT: CPA.Request@capetown.gov.za and Contract Manager: Bongwiwe.Madlingozi@capetown.gov.za. This is to ensure that the time difference from generation of the quotation for Forward Cover to finalising the Forward Cover with the Bank, is kept to a minimum due to the change in the exchange rate throughout the day.

- c) The Contract Manager will forward the quotation to the CCT Treasury Department immediately for their consideration and approval. The cut-off time for receipt of quotations for Forward Cover will be 14h00. It must be noted that if this deadline will not be achieved, it is recommended that the quotation process be undertaken on the following day which should fall within the 7 days of receipt of the purchase order.
 - d) Only once the Forward Cover quotation rate has been approved by CCT Treasury Department, may the Supplier finalise the Forward Cover contract with their bank at the rate approved by the CCT Treasury Department for that Purchase Order and forward a copy of the contract to the CCT via email: CPA.Request@capetown.gov.za and Contract Manager: Bongiwe.Madlingozi@capetown.gov.za.
 - e) The Forward Cover quotation envisaged above shall have the CCT purchase order number and a Forward Cover Contract (FCC) Value Date that is directly based upon the required delivery date for the imported Goods or components necessary in order to meet the Contract Delivery Period. Future FCC Value Dates beyond the Contract Delivery Period shall not be acceptable.
12. On delivery of the goods to the City the Supplier shall submit the following documentation to the CCT via email: CPA.Request@capetown.gov.za and Contract Manager: Bongiwe.Madlingozi@capetown.gov.za:
- a) The Bill of Lading/Waybill/Customs Invoice (clearly indicating the items as identified on the purchase order).
 - b) Calculations detailing the difference in the rate of exchange at the time of entry and the date of tender. These shall be submitted on a covering letter.
 - c) The invoice / credit note for the Rate of Exchange adjustment applicable to the specific order.
13. In exceptional circumstances, and subject to the Employer's explicit approval, Rate of Exchange variations on Goods or components that are imported in bulk in advance in fulfilment of the contract requirements or to create buffer stocks, but not specifically in response to specific purchase orders placed by the Employer in accordance with the contract, shall be based upon whichever of the following two methodologies is more advantageous to the Employer:
- a) Methodology 1: A spot quotation for the Forward Cover Contract rate for the imported portion of the Goods, based upon the FCC Value Date for the particular purchase order(s), as outlined in clause 11 above.
 - b) Methodology 2: The actual Rate of Exchange cost variations incurred in fulfilment of the purchase order(s), fully substantiated by detailed Bills of Lading and Customs Invoice applicable to the particular Goods delivered. The applicable Rate of Exchange shall be the rate as defined on the Customs Invoice for the imported Goods.
 - c) Determination of the more advantageous methodology shall be conducted and approved following delivery of the imported Goods or components to the Supplier but prior to delivery of the Goods to the Employer.
14. Approval of the process detailed in Clause 13 and sub-clauses above shall be on an order by order basis and application shall be submitted, with required supporting documents, immediately on receipt of the relevant purchase order(s).

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

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

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

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

- 1.4 During the contract period, the Tenderer (now Supplier) must submit the request for price adjustment based on increases in pricelists of manufacturers/suppliers prior to the effective date of the increase in the pricelist.
- 1.5 The effective date of any price adjustment granted will be the first day of the month following the month during which the fully substantiated application for contract price adjustment is submitted or, by agreement between the Tenderer/Supplier and the CCT, a subsequent date on which the price adjustment will become effective.
- 1.6 In instances where the Supplier's price adjustment claimed is less than entitled, the lesser price will be accepted.
- 1.7 Only the difference in source supplier / manufacturer pricelist (actual cost, not percentage) may be adjusted and under no circumstances may the Tenderer/Supplier increase their profit margin.

- 1.8 The Tenderer/Supplier shall, when submitting claims for contract price adjustment, submit all of the documentation indicated below a minimum of two weeks prior to the effective date of the contract price adjustment:
- a) Copies of price lists upon which original tender prices were based (refer to Clause 1.2, Table F.1 (G).1 above) clearly indicating the item(s) according to C.4 Price Schedule.
 - b) The new price list (*from the same Supplier / Manufacturer as originally tendered*) on the relevant manufacturer/suppliers letterhead (with pamphlets, brochures and e-mail communication) clearly indicating the item(s) according to C.4 Price Schedule.
 - c) Submit detailed calculations indicating how the “new” price is calculated. The calculations must be submitted in Excel, together with a signed, “PDF” version of the Excel spreadsheet. The example below – Table F.1(G).2, is what is required.
 - d) A covering letter on the Supplier’s letterhead requesting the CPA with the effective date of the claim.
- 1.9 The CCT will consider the request and either refer the request back for correction or additional information or approve the request.
- 1.10 The CCT will assess such pricelist based CPA claims and will only approve such claims that are confirmed to be reasonable and market related with reference to the source pricing information provided with the tender and with the CPA application
- 1.11 Approval of the CPA request including confirmation of the effective date, will be communicated to the Supplier in writing. The effective date will be as per clause 1.3 above.
- 1.12 The successful Tenderer/Supplier shall immediately upon notification of the commencement date of contract submit written application for approval of any adjusted unit prices for the Goods that may have been notified by the Supplier / Manufacturer of the Goods, together with the required supporting documentation. This application will be assessed in accordance with the process laid out above in order to determine approved contract prices at the commencement of the contract.
- 1.13 Failure to submit such application within two working weeks of commencement of contract shall result in the tendered unit prices being applied for initial orders placed following commencement of the contract.
- 1.14 In the event of a Supplier changing their Supplier / Manufacturer during the tenure of the contract, no request for price variations will be considered unless the Supplier has obtained prior approval from the City for the change of Supplier / Manufacturer. Such approval shall include technical approval by the Engineer of the goods supplied by the replacement Supplier / Manufacturer. Technical approval by the Engineer shall be a prerequisite for any change of Supplier / Manufacturer.

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

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

OR

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

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

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

| Price List Information | | | | |
|----------------------------|----------------------------|---------------------------------------|---------------------------------------|---|
| Manufacturer/Supplier Name | Price List/Quotation Date. | Price List/Quotation Reference Number | Exchange Rate on which quote is based | Pricelist applicable to Items as per C.4 Price Schedule |
| | | | _____ 1 : Rand _____ | |
| | | | _____ 1 : Rand _____ | |

| | | | | |
|--|--|--|----------------------|--|
| | | | _____ 1 : Rand _____ | |
| | | | _____ 1 : Rand _____ | |

- 2.4 During the contract period, the Tenderer (now Supplier) must submit the request for price adjustment based on increases in pricelists of manufacturers/suppliers within seven calendar days of the date of the purchase order date.
- 2.5 The price adjustment claim will be fully substantiated and the approval will be limited to the relevant Purchase Order.
- 2.6 In instances where the Supplier's price adjustment claimed is less than entitled, the lesser price will be accepted.
- 2.7 Only the difference in source supplier / manufacturer pricelist (actual cost, not percentage) may be adjusted and under no circumstances may the Tenderer/Supplier increase their profit margin.
- 2.8 The Tenderer/Supplier shall, when submitting claims for contract price adjustment, submit all of the documentation indicated below a minimum of seven (7) days from date of purchase order:
- a) Copies of price lists upon which original tender prices were based (refer to Clause 2.2, Table 2 above) clearly indicating the item(s) according to C.4 Price Schedule.
 - b) The new price list (*from the same Supplier / Manufacturer as originally tendered*) on the relevant manufacturer/suppliers letterhead (with pamphlets, brochures and e-mail communication) clearly indicating the item(s) according to C.4 Price Schedule.
 - c) Submit detailed calculations indicating how the "new" price is calculated.
 - d) A covering letter on the Supplier's letterhead requesting the CPA with the effective date of the claim.
- 2.9 The CCT will consider the request and either refer the request back for correction or additional information or approve the request.
- 2.10 The CCT will assess such pricelist based CPA claims and will only approve such claims that are confirmed to be reasonable and market related with reference to the source pricing information provided with the tender and with the CPA application
- 2.11 Approval of the CPA request for the relevant Purchase Order (refer to clause 2.5 above), will be communicated to the Supplier in writing.

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

1. Adjustment for variation in labour and material Costs based on Indices in the country of manufacture.

1.1 If the prices for imported Goods and/or components are not fixed, the Supplier shall in their Tender specify the formula for calculating Contract Price Adjustments normally used in the country of manufacture and the indices and relative proportions of labour and material on which his Tender prices are based. The imported goods and or components shall be adjusted annually in accordance with clause 18.2 below.

1.2 The FOB adjustment in this CPA must be read with the values stipulated in the F.1 (F) (Column A) Schedule for Rate of Exchange.

2. Formula(e) for FOB price adjustment on goods and/or components ex-import:

Cost of goods and or components manufactured outside of South Africa and any foreign installation labour (FOB values in Table 2 titled "**Price Basis for Imported Resources**" (column (A))) will be fixed and firm except for variations in the rate of exchange and statutory obligations unless the following information is provided:

$$P = Po(0,1 + 0,9N/No)$$

Where

P = Adjusted Price

Po = Original Price

10% - Fixed

And:

No

Foreign Published Index (similar to SEIFSA CPI/PPI) in country of

Origin:

N

DETAIL: _____

3. The FOB values in Table 2 titled "**Price Basis for Imported Resources**" (column (A)), shall remain fixed and firm for the first 12 calendar months from date of Commencement Date of Contract and Suppliers are not permitted to requests CPA during this period.

4. The FOB values will thereafter be subject to adjustment annually based on the average percentage of 12 months as published in the Foreign Published Index as follows:

4.1 From the start of the 13th month to the end of the 24th month calculated as follows:

- a) The base month for the price adjustment being three (3) calendar months prior to Commencement Date of Contract; and
- b) The end month shall be three (3) calendar months prior to the 12th month.

4.2 From the start of the 25th month to end of the 36th month calculated as follows:

- a) The base month for the price adjustment shall be three (3) calendar months prior to the 13th month; and
- b) The end month shall be three (3) calendar months prior to 24th month.

5. The average percentage increase in the published index will be calculated using the base month to the end month (both included) divided by the number of months. (12 months totalled/12 to achieve the average for the Foreign Published Index)

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:

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

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

2. DEFINITIONS

The following definitions shall apply to this schedule:

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

**POINTS AWARDED FOR PRICE
THE 90/10 PREFERENCE POINT SYSTEMS**

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

90/10

Or

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

4. 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 | To be Completed by the Organ of State | | To be Completed by the Tenderer | |
|---|---|--|---|--|
| | 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. | | |
| SIGNATURE OF CCT OFFICIALS AT TENDER OPENING | | |
| 1. | 2. | 3. |

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

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

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

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

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

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

| Full Name | Identity Number | State Employee Number |
|-----------|-----------------|-----------------------|
| | | |
| | | |
| | | |
| | | |

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

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

 Signature
 Print name: _____ 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.**

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

Schedule F.6: Conflict of Interest Declaration

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

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

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

| |
|--|
| |
| |
| |
| |
| |

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

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

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

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

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

| |
|--|
| |
| |
| |
| |
| |

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

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

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

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

 Date

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

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

1 The tender offer of any tenderer may be rejected if that tenderer or any of its directors/members have:

- a) abused the municipality's / municipal entity's supply chain management system or committed any fraudulent conduct in relation to such system;
- b) been convicted for fraud or corruption during the past five years;
- c) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or Database of Restricted Suppliers.

2 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

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

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

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

Date

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

To: THE CITY MANAGER, City of Cape Town

From: _____
(Name of tenderer)

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

The tenderer:

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

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

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

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

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

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

Date

Schedule F.9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender number **165G/2024/25 - SUPPLY AND DELIVERY OF 19M3 REFUSE COMPACTORS (SUPPLEMENTARY TO TENDER 049G/2022/23)** in response to the tender invitation made by THE CCT, do hereby make the following statements, which I certify to be true and complete in every respect:

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

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

Signature

Print name:

On behalf of the tenderer (duly authorised)

Date

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

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

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

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

Attach additional pages if more space is required.

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

 Date

| |
|---|
| Schedule F.12: Record of Addenda to Tender Documents |
|---|

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

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

Attach additional pages if more space is required.

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

 Date

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

The following information shall be provided with the Tender:

1. A technical brochure (Chassis) with technical information on their tendered product
2. A technical brochure (compactor) with technical information on their tendered product
3. Mass Distribution drawings (drawings must be as per South African metric) as required in the tender specification of the product they are offering. The drawing must depict the entire refuse compactor
4. A valid Builders of Motor Vehicles registration certificate in terms National Road Traffic Act, act 93 for the Body Builder of compactors issued by the Provincial Government- Department of Transport and Public Road.
5. Documentary proof of registration as a motor dealer in the form of either of the following:
 - a. Proof of Registration as a Motor Dealer/Manufacture
 - b. Original Equipment Manufacturer Franchise Agreement Or Dealer Agreement
 - c. OEM Motor Dealer Confirmation Letter
6. A confirmation letter from the Original Equipment Manufacturer (OEM) stating that the workshop facilities offered are OEM approved for the maintenance, repair, testing and major overhauls of the vehicles offered. 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 ()

7. Complete the Specification in full

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:

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PROFIT CENTRE:

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NAME/COMPANY NAME:

AMOUNT:

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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: _____

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PROFIT CENTRE:

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NAME/COMPANY NAME:

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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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