


TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 8	Page 1 of 66

TENDER NO: 223S/2020/21

TENDER DESCRIPTION: MV SWITCHGEAR, TRANSFORMER AND MINI SUBSTATION MAINTENANCE AND TRAINING.

CONTRACT PERIOD: FROM DATE OF COMMENCEMENT OF CONTRACT NOT EXCEEDING THIRTY-SIX (36) MONTHS

VOLUME 1: TENDERING PROCEDURES

CLOSING DATE: 15 January 2021

CLOSING TIME: 10:00 a.m.

**TENDER BOX
NUMBER:** 125

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

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

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

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

TABLE OF CONTENTS

VOLUME 1: THE TENDER.....	3
(1) GENERAL TENDER INFORMATION.....	3
(2) CONDITIONS OF TENDER	4
VOLUME 2: RETURNABLE DOCUMENTS	23
(3) DETAILS OF TENDERER.....	23
(4) FORM OF OFFER AND ACCEPTANCE.....	25
(5) PRICE SCHEDULE.....	28
(6) SUPPORTING SCHEDULES	52
SCHEDULE 1: CERTIFICATE OF AUTHORITY FOR PARTNERSHIPS/ JOINT VENTURES/ CONSORTIUMS.....	52
SCHEDULE 2: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION.....	53
SCHEDULE 3: PREFERENCE SCHEDULE	55
SCHEDULE 4: DECLARATION OF INTEREST – STATE EMPLOYEES (MBD 4 AMENDED)	60
SCHEDULE 5: CONFLICT OF INTEREST DECLARATION	63
SCHEDULE 6: DECLARATION OF TENDERER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)	64
SCHEDULE 7: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CITY OF CAPE TOWN.....	66
SCHEDULE 8: CONTRACT PRICE ADJUSTMENT AND/OR RATE OF EXCHANGE VARIATION.....	67
SCHEDULE 9: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION	68
SCHEDULE 10: LOCAL CONTENT DECLARATION / ANNEXURE C.....	69
SCHEDULE 11: PRICE BASIS FOR IMPORTED RESOURCES.....	70
SCHEDULE 12: SCHEDULE OF PRE-QUALIFICATION CRITERIA SUB-CONTRACTORS.....	71
SCHEDULE 13: LIST OF OTHER DOCUMENTS ATTACHED BY TENDERER	72
SCHEDULE 14: RECORD OF ADDENDA TO TENDER DOCUMENTS.....	73
SCHEDULE 15: INFORMATION TO BE PROVIDED WITH THE TENDER.....	74
VOLUME 3: DRAFT CONTRACT	83
(7) SPECIAL CONDITIONS OF CONTRACT	83
(8) GENERAL CONDITIONS OF CONTRACT	92
(9) FORM OF GUARANTEE / PERFORMANCE SECURITY	102
(10) FORM OF ADVANCE PAYMENT GUARANTEE.....	105
(10.1) ADVANCE PAYMENT SCHEDULE.....	107
(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT	108
(12) INSURANCE BROKER’S WARRANTY (PRO FORMA).....	109
(13) SPECIFICATION(S)	110
(14.1) MONTHLY PROJECT LABOUR REPORT (EXAMPLE).....	132
(14.2) BBBEE SUB-CONTRACT EXPENDITURE REPORT (PRO FORMA)	134
(14.3) PARTNERSHIP/ JOINT VENTURE (JV) / CONSORTIUM/ EXPENDITURE REPORT (PRO FORMA).....	135

VOLUME 1: THE TENDER

(1) GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	20 November 2020
SITE VISIT/CLARIFICATION MEETING	:	10h00 on the 26 th of November 2020 (Not compulsory, but strongly recommended)
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	Auditorium, Ground Floor, Head Office Building, Bloemhof Centre, Oakdale, Bellville
TENDER BOX & ADDRESS	:	Tender Box as per front cover at the Tender &Quotation Boxes Office , 2 nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town. The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement “TENDER NO. 223S/2020/21: MV SWITCHGEAR, TRANSFORMER AND MINI SUBSTATION MAINTENANCE AND TRAINING , the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer's responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.

CCT TENDER REPRESENTATIVE

Name: Monwabisi Bana

Tel. No: 021 400 4419

Email: Monwabisi.Bana@capetown.gov.za

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

(2) CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

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

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

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

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

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

2.1.2 Interpretation

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

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

2.1.3 Communication during tender process

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

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

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

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

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

2.1.5 Procurement procedures

2.1.5.1 General

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

The CCT intends to appoint a single tenderer for the allocation of work. The CCT does however reserve the right to appoint an alternative contractor in the event that the Main contractor defaults during the contract. If insufficient responsive bids are received, the CCT reserves the right to not appoint a tenderer at all.

The contract period shall be a period of **thirty six (36) months** from commencement date of contract.

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

2.1.5.3 Nomination of Alternative Bidder

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

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

2.1.6.1 Disputes, objections, complaints and queries

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

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

2.1.6.2 Appeals

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

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

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

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

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

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

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

Via fax at: 021 400 5963 or 021 400 5830

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

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

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

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

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

Via fax at: 086 202 9982

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

2.1.7 City of Cape Town Supplier Database Registration

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

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

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

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

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

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

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

2.2 Tenderer's obligations

2.2.1 Eligibility Criteria

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

2.2.1.1.1 Submit a tender offer

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

2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

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

- a) A completed **Details of Tenderer** to be provided (applicable schedule to be completed);
- b) A completed **Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums** to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's (applicable schedule to be completed);
- c) A copy of the partnership / joint venture / consortium agreement to be provided.

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

2.2.1.1.3 Compulsory clarification meeting

Not Applicable.

2.2.1.1.4 Minimum score for functionality

Not Applicable

2.2.1.1.5 Local production and content

Not Applicable

2.2.1.1.6 Pre-qualification criteria for preferential procurement

Not Applicable

2.2.1.1.7 The below mentioned is to be provided with the tender submission. Tenderers shall comply with the following requirements:

- a) Tenderers shall have two years experience in Medium Voltage Switchgear maintenance and repairs as stipulated in clause 3.1 of the Specification in Volume 3. Detailed schedule of work undertaken in the last two (2) years shall be provided on request.
- b) Tenderers shall have the key personnel (defined in clause 3.2 of the Specification in Volume 3.) per crew in permanent employment at close of tender and also refer to clause 3.2.1 of the Specification for minimum quantities.
- c) The tenderer shall have access to spares of different types of equipment listed in this tender document. Proof of access to the spares in the form of proof of purchase/accounts for five (5) different types of equipment at the major switchgear manufacturers or part suppliers shall be provided on request.
- d) The tenderer shall have access to information related to the maintenance of medium voltage switchgear. Proof of access to the information in the form of at least ten (10) copies of front pages of switchgear manuals, standards and legislation applicable to the switchgear listed on this tender document shall be provided on request.

- e) The tenderer shall provide maintenance task lists as defined in clause 20 of the Specification in Volume 3.
- f) The tenderer must have the tools, test equipment and instruments (as defined in clause 25 of the Specification in Volume 3) per crew.
- g) The tenderer shall have the vehicles as stipulated in clause 3.7 of the Specification in Volume 3. For owned vehicles, proof of registration. For rented vehicles, proof of intent to rent; a rental agreement from a rental company or a rental credit approval must be supplied on request.

2.2.2 Cost of tendering

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

2.2.3 Check documents

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

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

2.2.4 Confidentiality and copyright of documents

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

2.2.5 Reference documents

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

2.2.6 Acknowledge and comply with notices

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

2.2.7 Clarification meeting

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

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

2.2.8 Seek clarification

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

2.2.9 Pricing the tender offer

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

2.2.10 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued

by the CCT in writing, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. **2.2.11 Alternative tender offers**

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

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

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

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

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

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

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

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

2.2.12 Submitting a tender offer

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

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

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

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

Part	Heading
5	Pricing Schedules
6	Supporting Schedule (Schedule 15 – Annexure A,B,C,D,E,F)
	All other attachments submitted by bidder

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

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

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

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

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

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

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

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

2.2.13 Information and data to be completed in all respects

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

2.2.14 Closing time

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

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

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

2.2.15 Tender offer validity and withdrawal of tenders

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

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

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

- a) it shall be liable to the CCT for any additional expense incurred or losses suffered by the CCT in having either to accept another tender or, if new tenders have to be invited, the additional expenses incurred or losses suffered by the invitation of new tenders and the subsequent acceptance of any other tender;
- b) the CCT shall also have the right to recover such additional expenses or losses by set-off against monies which may be due or become due to the tenderer under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the tenderer or on its behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses or losses, the CCT shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or loss.

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

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

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

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

2.2.17 Provide other material

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

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

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

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

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

2.2.18 Samples, Inspections, tests and analysis

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

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

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

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

2.2.19 Certificates

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

2.2.19.1 Broad-Based Black Economic Empowerment Status Level Documentation

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

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

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

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

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

2.2.19.2 Evidence of tax compliance

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

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

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

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

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

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

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

2.2.21 Claims arising from submission of tender

The tenderer warrants that it has:

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

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

2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

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

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

2.3.2 Issue Notices

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

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

2.3.3 Opening of tender submissions

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

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

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

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

2.3.4 Two-envelope system

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

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

2.3.5 Non-disclosure

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

2.3.6 Grounds for rejection and disqualification

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

2.3.7 Test for responsiveness

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

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

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

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

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

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

2.3.8 Arithmetical errors, omissions and discrepancies

2.3.8.1 Check the responsive tenders for:

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

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

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

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

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

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

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

2.3.9 Clarification of a tender offer

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

2.3.10 Evaluation of tender offers

2.3.10.1 General

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

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

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

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

2.3.10.2 Decimal places

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

2.3.10.3 Scoring of tenders (price and preference)

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

- based on the sum of the prices/rates in relation to a typical project/job.

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:

Either the 80/20 or 90/10 preference point system will apply to this tender and the lowest acceptable tender will be used to determine the applicable preference point system

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

Price shall be scored as follows:

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

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

Preference points shall be scored as follows:

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

A maximum of 20 tender adjudication points will be awarded for preference to tenderers with responsive tenders who are eligible for such preference, in accordance with the criteria listed below.

Up to **20** adjudication points (N_P) will be awarded for the level of B-BBEE contribution, in accordance with the tables below:

B-BBEE Status Level of Contributor	Number of Points for Preference
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor*	0

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

or, in respect of Exempted Micro Enterprises (EMEs):

Black Ownership of EME	Deemed Status Level of Contributor	B-BBEE Level of Contributor	Number of Points for Preference
less than 51%	4		12
at least 51% but less than 100%	2		18
100%	1		20

or, in respect of Qualifying Small Enterprises (QSEs):

Black Ownership of QSE	Deemed Status Level of Contributor	B-BBEE Level of Contributor	Number of Points for Preference
at least 51% but less than 100%	2		18
100%	1		20

The total number of adjudication points (N_T) shall be calculated as follows:

$$N_T = P_S + N_P$$

Where: P_S is the number of points scored for price;
 N_P is the number of points scored for preference.

OR

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

Price shall be scored as follows:

$$P_S = 90 \times \left(1 - \frac{(P_t - P_{min})}{P_{min}}\right)$$

Where: P_S is the number of points scored for price;
 P_t is the price of the tender under consideration;
 P_{min} is the price of the lowest responsive tender.

Preference points shall be scored as follows:

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

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

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

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

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

or, in respect of Exempted Micro Enterprises (EMEs):

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

or, in respect of Qualifying Small Enterprises (QSEs):

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

The total number of adjudication points (N_T) shall be calculated as follows:

$$N_T = P_S + N_P$$

Where: P_S is the number of points scored for price;
 N_P is the number of points scored for preference.

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

2.3.10.5 Risk Analysis

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

- reasonableness of the financial offer
- reasonableness of unit rates and prices
- the tenderer's ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications,

- professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, capacity, experience, reputation, personnel to perform the contract, etc.; the CCT reserves the right to consider a tenderer's existing contracts with the CCT in this regard
- d) any other matter relating to the submitted bid, the tendering entity, matters of compliance, verification of submitted information and documents, etc.

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

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

2.3.11 Negotiations with preferred tenderers

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

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

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

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

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

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

2.3.12 Acceptance of tender offer

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

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

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

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

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

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

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

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

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

2.3.13 Prepare contract documents

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

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

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


2.3.14 Notice to successful and unsuccessful tenderers

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

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

2.3.15 Provide written reasons for actions taken

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

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 8	Page 22 of 66

TENDER NO: 223S/2020/21

**TENDER DESCRIPTION: MV SWITCHGEAR, TRANSFORMER AND MINI SUBSTATION
MAINTENANCE AND TRAINING.**

**CONTRACT PERIOD: FROM DATE OF COMMENCEMENT OF CONTRACT NOT EXCEEDING
THIRTY-SIX (36) MONTHS**

VOLUME 2: RETURNABLE DOCUMENTS

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

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

VOLUME 2: RETURNABLE DOCUMENTS

(3) DETAILS OF TENDERER

1.1 Type of Entity (Please tick one box)

☐ Individual / Sole Proprietor

☐ Close Corporation

☐ Company

☐ Partnership or Joint Venture or Consortium

☐ Trust

☐ Other:

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

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

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

(4) FORM OF OFFER AND ACCEPTANCE

TENDER 223S/2020/21 MV SWITCHGEAR, TRANSFORMER AND MINI SUBSTATION MAINTENANCE AND TRAINING

OFFER: (TO BE FILLED IN BY TENDERER):

Required Details (Please provide applicable details in full):

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

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

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

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

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

Signature(s)

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

Date

INITIALS OF CITY OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 223S/2020/21 MV SWITCHGEAR, TRANSFORMER AND MINI SUBSTATION MAINTENANCE AND TRAINING

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

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

The terms of the contract are contained in:

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

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

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

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

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

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

FORM OF OFFER AND ACCEPTANCE (continued)

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

Schedule of Deviations

Notes:

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

1 Subject

Details

.....
.....
.....

2 Subject

Details

.....
.....
.....

3 Subject

Details

.....
.....
.....

4 Subject

Details

.....
.....
.....

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

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

(5) PRICE SCHEDULE

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 tender conditions.
- 5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 5.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 5.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 5.6 The 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 Employer may also perform a risk analysis with regard to the reasonableness of such rates.**
- 5.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.
- 5.8 Tenderers must submit rates for all items in the pricing schedule. It is the City of Cape Town's intention to appoint one (1) Main Contractor. The City of Cape Town does however reserve the right to appoint an alternative contractor in the event that the Main contractor defaults during the contract. The alternative contractor will be given one month's notice to commence with services in terms of the specification and conditions of tender and contract.
- 5.9 The prices quoted above shall be for all activities performed within the City of Cape Town Municipality boundaries as per Addendum A: Area Map (Page 134 of this document).
- 5.10 Cost of oil analysis shall include all costs to be incurred for the complete analysis and submission of an analysis report to the City e.g. sampling of the oil, travelling costs, laboratory costs etc.

INITIALS OF CITY OFFICIALS		
1	2	3

TENDER NO : 223S

- 5.11 The normal working hours are any 8-hour period up to 16:00 during the week. No planned work will be done out of normal working hours without prior approval of the City of Cape Town representative. Overtime (as agreed by the City of Cape Town Representative) – After hours and Saturday time rates shall be the rates stated above multiplied by a factor of 1.5 (excluding items mentioned in 5.12 below). The Sunday and Public Holiday time rates shall be the rates stated above multiplied by a factor of 2.0 (excluding items mentioned in 5.12 below). These factors are in terms of the Basic Conditions of Employment Act.
- 5.12 The contractor shall not escalate prices for the following items on weekends or on public holidays, only labour rates shall escalate as mentioned in 5.11 above:
- Light load vehicle – GVM 3500kg or less (**as mentioned in 3.8 of the price schedule**)
 - Heavy load vehicle - GVM greater than 3500kg (**as mentioned in 3.9 of the price schedule**)
 - Oil polishing plant – (**as mentioned in 3.10 of the price schedule**)
 - Maintenance cancellation fee (**as mentioned in 3.11 of the price schedule**)
 - Spares list (**Section 5 of the Price schedule**)
- 5.13 Rates shall be all-inclusive of **total costs incurred per unit** to perform the normal maintenance tasks as listed on the task lists, including sundries material (**as defined in clause 38 of the specification**), transport and labour excluding gaskets, cable boxes, band joints and fuses which must be quoted separately. The rates shall include labour hours during travelling from workshop to site and back and between sites. Tenderers shall submit prices for all the above items, failure to adhere to this instruction shall render the tender submission non-responsive. These rates shall be applicable for normal working hours. Overtime and Sunday/Public Holiday work (as pre-approved by the City of Cape Town representative) shall be multiplied by a factor of 1.5 and 2 respectively. These factors are in terms of the Basic Conditions of Employment Act.
- 5.1.4 The escalation of security rates (**as mentioned in 3.4, 3.5, 3.6 and 3.7 of the price schedule**) should be in line with the private security sectorial determination.

1.1 Maintenance: Switchgear

Item No.	Switchgear make and Model no.	Unit Cost (Excl. Vat) (without oil polishing plant)
1.1.1	HAWKER SIDDLEY NX3F	R
1.1.2	HAWKER SIDDLEY X1	R
1.1.3	HAWKER SIDDLEY X1F	R
1.1.4	GEC T1,T3	R
1.1.5	GEC T1OF	R
1.1.6	GEC T3OF	R
1.1.7	LONG & CRAWFORD GF3	R
1.1.8	LONG & CRAWFORD J3,J4	R
1.1.9	LONG & CRAWFORD T3GF3	R
1.1.10	JG STATTER RMU VL,VLTC, OD, ODSA	R
1.1.11	ABB REYROLLE LMTmk1, LMTmk2	R
1.1.12	GEC K3AF	R
1.1.13	GEC K4AF	R
1.1.14	REYROLLE JKSS	R
1.1.15	REYROLLE JSS	R
1.1.16	REYROLLE JS	R
1.1.17	REYROLLE JK	R
1.1.18	REYROLLE OKSS	R
1.1.19	ABB TRICON RMU	R
1.1.20	ABB TRICON SWITCH	R
1.1.21	REYROLLE C6,7&8	R
1.1.22	LUCY TRIDENT FRMUE	R
1.1.23	LUCY TRIDENT EFS	R
1.1.24	LUCY TRIDENT EOS	R
1.1.25	METERING UNIT (OIL FILLED)	R

1.2 MAINTENANCE: TRANSFORMERS AND MINISUBSTATIONS 50 – 1000 KVA (LABOUR ONLY)
(Refer to clause 14 of the Specification)

Item No.	Description	Unit cost (Excl. Vat) (without oil polishing plant)
1.2	FREE BREATHING OR SEALED TRANSFORMER MAINTENANCE (50 – 1000 KVA)	
1.2.1	Test transformer, maintain transformer (minimum as per specification or as per task list).	R

1.3 REPAIRS: FREE BREATHING TRANSFORMERS AND MINISUBSTATIONS 50 – 1000 KVA (Refer to clause 14 of the Specification)

Item No.	Description	Unit cost (Excl. VAT)
1.3	FREE BREATHING TRANSFORMER REPAIRS (50 – 1000 KVA)	
1.3.1	Remove top lid, replace gasket, replace top lid and torque correctly – Free breathing	R
1.3.2	Remove MV bushings, replace gasket, refit bushing and torque correctly	R
1.3.3	Remove LV bushings, replace gasket, refit bushing and torque correctly	R
1.3.4	Repair oil leak with patch kit	R

1.4 REPAIRS: SEALED TRANSFORMERS AND MINISUBSTATIONS 50 – 1000 KVA
(Refer to clause 14 of the Specification)

Item No.	Description	Unit cost (Excl. VAT)
1.4	SEALED TRANSFORMER REPAIRS (50 – 1000 KVA)	
1.4.1	Remove MV bushings, replace gasket, re-fit bushing and torque correctly	R
1.4.2	Remove LV bushings, replace gasket, re-fit bushing and torque correctly	R
1.4.3	Repair oil leak with patch kit	R

2. TRAINING (ON-THE-JOB)

TENDERED COST OF TRAINING PER SWITCHGEAR TYPE/TRANSFORMER PER STAFF MEMBER		
Item No.	Switchgear Type/Transformer	On-the-job Training Per Delegate Per session (Excl. VAT) R
2.1	HAWKER SIDDLEY NX3F, X1, X1F	R
2.2	GEC T1, T3, T10F, T30F	R
2.3	LONG & CRAWFORD GF3, J3, J4, T3GF3	R
2.4	JG STATTER RMU VL, VLTC, OD, ODSA	R
2.5	ABB REYROLLE LMT MK1, MK2 (OIL)	R
2.6	REYROLLE C-GEAR	R
2.7	REYROLLE JKSS, OKSS, JK, JS, JSS	R
2.8	GEC, K3AF, K4AF	R
2.9	TRICON RMU & SWITCH	R
2.10	LUCY TRIDENT	R
2.11	DISTRIBUTION TRANSFORMER	R

3. LABOUR RATES AND TRANSPORT COSTS FOR AD-HOC WORK

Item No.	Ad-hoc Rates	Unit	Unit Price (Excl. VAT) R
3.1	Supervisor /Project Leader	Per Hour	R
3.2	Maintainer	Per Hour	R
3.3	Maintenance Assistant	Per Hour	R
3.4	Security Guard - Grade B (fully equipped with all necessary facilities on site)	Per Guard Per Hour	R
3.5	Security Guard - Grade D (fully equipped with all necessary facilities on site)	Per Guard Per Hour	R
3.6	Security Guard - Grade B (with dog and fully equipped with all necessary facilities on site)	Per Guard Per Hour	R
3.7	Security Guard - Grade D (with dog and fully equipped with all necessary facilities on site)	Per Guard Per Hour	R
3.8	1 Light load vehicle – GVM 3500kg or less	Per km	R
3.9	1 Heavy load vehicle - GVM greater than 3500kg	Per km	R
3.10	Oil polishing plant	Per unit per	R
3.11	Maintenance cancellation fee (%) (as per clause 30.3 of the specification)	%	
3.12	Contractor's standing time rate per crew (as per clause 30.2 of the specification)	Per Hour	R

4. Cost to Write Maintenance Manual and Produce Maintenance/Training Video. (Refer to clause 20 of the Specification):

Item No.	Switchgear Type	Price Per Maintenance Manual (Excl. VAT) R	Price Per Maintenance /Training Video (Excl. VAT) R
4.1	GEC K3AF	R	R
4.2	GEC K4AF	R	R
4.3	MAINTENANCE AND REPAIRS OF TRANSFORMERS	R	R

NOTE:

Tenderers shall submit prices for all the above items, failure to adhere to this instruction shall render the tender submission non-responsive.

5. SPARES LIST

NOTE: All abnormal or ad-hoc spares items (not Tendered for) shall be sourced from available suppliers, subject to approval by the City of Cape Town representative and shall comply with the manufacturer's specifications. The contractor will be required to obtain a quote for the spares item sourced from a third party. The City will reimburse the contractor for up to 5% mark up to the landed cost as handling fee for the abnormal or ad-hoc spares sourced.

Where brand names are specified, alternatives may be supplied subject to approval by the City of Cape Town representative.

Item	Spares Description	Unit Price (Excl. VAT) R
5.1	Make: Hawker Siddley (Or Equivalent) Type : NX3F, X1, X1F	
5.1.1	Modified Tee-Off Monoblock	R
5.1.2	Ring Monoblock Assy (L/H) C/W Blades	R
5.1.3	Ring Monoblock (Rh) C/W Blades	R
5.1.4	Monoblock Gasket HT0005	R
5.1.5	Tee-off Monoblock	R
5.1.6	Test Spikes	R
5.1.7	Pedestal 400mm (3CR12)	R
5.1.8	Riveted Assembly Busbar (Flexible busbar)	R
5.1.9	Riveted Assembly Y-Busbar (Shoe on flexible busbar)	R
5.1.10	Earth Contact	R
5.1.11	Busbar (connecting bus bar between poker and contact support) – red phase	R
5.1.12	Busbar (connecting bus bar between poker and contact support) – white phase	R
5.1.13	Busbar (connecting bus bar between poker and contact support) – blue phase	R
5.1.14	Mrk 1 Top Cover (3CR12)	R
5.1.15	Mrk II Top Cover (3CR12)	R
5.1.16	Fuse Access Cover	R

Item	Spares Description	Unit Price (Excl. VAT) R
5.1.17	Mark II Canopy Cover (3CR12)	R
5.1.18	Mark II Canopy Cover (Mild steel)	R
5.1.19	Front Cover (3CR12)	R
5.1.20	Front Cover (Mild Steel)	R
5.1.21	Gauge Setting Bar	R
5.1.22	Go-No-Go Bar (setting bar to set fuse stopper)	R
5.1.23	Moving Contact (Lower)	R
5.1.24	Moving Contact (Upper)	R
5.1.25	Lower Fuse Contact Assembly Complete With Spring	R
5.1.26	Bottom Entry Monoblock	R
5.1.27	Bottom Entry Monoblock Test Socket	R
5.1.28	Removable T-Switch Operating Handle	R
5.1.29	Guide Plate (L shaped plate underneath fuse)	R
5.1.30	Fuse Box Access Cover Seal 3mmx170mmx390mm HST0003	R
5.1.31	Mk I Top Cover Assembly	R
5.1.32	Band Joint complete with coppers (Complete band joint with copper flexible, cover, 2 ring assemblies and gaskets)	R
5.1.33	Cable Box Air Type (3CR12)	R
5.1.34	Cable Box Air Type (Mild Steel)	R
5.1.35	Cable Box Eskom Type or equivalent	R
5.1.36	Cable Box Eskom Type (3CR12) or equivalent	R

Item	Spares description	Unit Price (Excl Vat) R
5.1.37	Cable Box X1 Rear (3CR12)	R
5.1.38	Fisher Plates	R
5.1.39	T2 Glands Complete With Gasket	R
5.1.40	Phase Barriers	R
5.1.41	Busbar Support Insulator (Top)	R
5.1.42	Busbar Support Insulator (Bottom)	R
5.1.43	Operating Handles (Z)	R
5.1.44	Operating Handles (T)	R
5.1.45	Operating Fiber Phase Links	R
5.1.46	Fuse Carriage	R
5.1.47	Fuse Box Molding	R
5.1.48	Fuse Clip	R
5.1.49	Fuse Switch Connection	R
5.1.50	Fixed Contact Support	R
5.1.51	Contact Screw (fastener)	R
5.1.52	Fuse Toggle Catch	R
5.1.53	Fuse Carriage Stopper	R
5.1.54	Interlock Plate (Sheriff Badge)	R
5.1.55	X1 Rear Cable Box	R
5.1.56	Band Joint Cover (3CR12) ; HST0001	R
5.1.57	Band Joint Rim (3CR12); HST0002	R

Item	Spares Description	Unit Price (Excl. VAT) R
5.1.58	Fuse Access Cover Seal 3mmx170mmx390mm ; HST0003	R
5.1.59	Gasket - Cable box Main Tank 6mmx340mmx295mm; HST0004	R
5.1.60	Gasket - Monoblock Ring Main Unit 3mmx312mmx91mm; HST0005	R
5.1.61	Gasket - Testbox Main Tank 6mmx335mmx235mm; HST0006	R
5.1.62	Gauge Glass Kit An Oil Level Indicator Glass HST0007	R
5.1.63	Gauge Glass Kit B Oil Level Indicator Glass HST0008	R
5.1.64	Gauge Glass Kit C Oil Level Indicator Glass HST0009	R
5.1.65	Indicator Sight Glass; HST0010	R
5.1.66	Operating Cover Seal; HST0011B	R
5.1.67	Test Cover Seal X1 Top Lid; HST0012	R
5.1.68	T-Off Switching Handle Oil Seal (set of 2) HST0013	R
5.1.69	Top Lid Seal HST 0014	R
5.1.70	HST Machined Busbar Support Insulators	R
5.1.71	Pedestal 400 mm(3CR12)	R

Item	Spares Description	Unit Price (Excl. VAT) R
5.2	MAKE: GEC (OR EQUIVALENT) TYPE: T1,T1OF, T3OF, T3	
5.2.1	Monoblock T-OFF	R
5.2.2	Monoblock Feeder	R
5.2.3	Monoblock Fuse	R
5.2.4	Fixed Contacts (set)	R
5.2.5	Switchblades 630 A (set)	R
5.2.6	Switchblades 90 A (set)	R
5.2.7	Fisher Plates 630 A (set)	R
5.2.8	Busbar End Cap (Complete Assembly)	R
5.2.9	Tripping Bar	R
5.2.10	Inter Locking Mechanism	R
5.2.11	Fuse Switch Operating Handles	R
5.2.12	Tee-Off Fuse Cover	R
5.2.13	Cable Test Facility	R
5.2.14	Interlocking Device	R
5.2.15	Front Cover	R
5.2.16	Gasket - Busbar Monoblock Round Inner GEC 0002 (or equivalent)	R
5.2.17	Gasket - Busbar Monoblock Round Outer / Busbar End Cap Outer Sea; GEC 0003 (or equivalent)	R
5.2.18	Gasket - Monoblock Cable / Feeder Mono Block Gasket; GEC 0004 (or equivalent)	R
5.2.19	Gasket - T-Off Fuse / T-Off Mono Block Fuse Side Gasket; GEC 0006 (or equivalent)	R

Item	Spares Description	Unit Price (Excl. Vat) R
5.2.20	Gasket - Top Cover / Busbar Mono Block Filler Cap Gasket; GEC 0007 (or equivalent)	R
5.2.21	Neoprene Seal - Round / Stoppad Clamping Rubber Seal 4.5mm X 5mm X 27mm; GEC 0008 (or equivalent)	R
5.2.22	Neoprene Seal - Round / Stoppad Clamping Rubber Seal 3mm X 5mm X 27mm; GEC 0009 (or equivalent)	R
5.2.23	Top Lid Dust Cover Seal T3OF 13mmx780mmx710mm; GEC 0010 (or equivalent)	R
5.2.24	Top Lid Dust Cover Seal T1/T1OF 12mmx440mmx700mm; GEC 0011 (or equivalent)	R
5.2.25	Tuffnol Trip Bar / Trip Bar 3phase For T1-Of And T3/ Of GEC 0012 (or equivalent)	R
5.2.26	Gasket - Bushing / T-Off Bull Horn Bushing Gasket (T3OF RMU) 3mmx292mmx90mm; GEC 0013 (or equivalent)	R
5.2.27	Indicator Glass / Dn / Off Indication Glass For T1, T1 / Of And T3 /Of; GEC 0014 (or equivalent)	R
5.2.28	GEC Busbar Monoblock – Round Type (or equivalent)	R
5.2.29	GEC Rubber Ring (or equivalent)	R
5.2.30	GEC Aluminium Ring (or equivalent)	R
5.2.31	GEC 001A Fuse Access Cover Seal (or equivalent)	R

Item	Spares Description	Unit Price (Excl. VAT) R
5.3	MAKE: LONG & CRAWFORD (OR EQUIVALENT) TYPE: J4,J3, GF3, T3GF3	
5.3.1	Fuse Clips Tufnol	R
5.3.2	Contact Screw (fastener)	R
5.3.3	Phase Barriers	R
5.3.4	On / Off Indication Glasses	R
5.3.5	On / Off Indication Labels	R
5.3.6	Circuit Earth Label	R
5.3.7	Bus-Bar Bushing Gaskets	R
5.3.8	Bus-Bar Jointing Fisher Plates	R
5.3.9	Bus-Bar Band Joint Gaskets	R
5.3.10	Bus-Bar End Cover	R
5.3.11	Bus-Bar End Cap U Rubber Molded	R
5.3.12	Gasket - Monoblock 3mmx90mmx69mm; L&C0001	R

Item	Spares Description	Unit Price (Excl. VAT) R
5.3.13	Rubber Seal - Molded J4 Medium 430mmx400mm ; L&C0003	R
5.3.14	Rubber Seal - Molded J4 Small 260mmx90mm; L&C0004	R
5.3.15	Sight Glass Kit For On/Off Indication L&C0005	R
5.3.16	Bus Bar End Cap Filler Cap Gasket 6mmx115x80mm; L&C0006	R
5.3.17	Gasket - Busbar Band Joint Filler Cap L&C0007	R
5.4	MAKE: ABB REYROLLE (OR EQUIVALENT) TYPE: LMT MK I	
Item	Spares Description	Unit Price (Excl. VAT) R
5.4.1	Banana Clamp (tripping roller mechanism)	R
5.4.2	Bearing (Tripping roller)	R
5.4.3	Bearing (Closing roller)	R
5.4.4	Bearing Cap (Tripping roller)	R
5.4.5	Bearing Cap (Closing roller)	R
5.4.6	Circuit Breaker Tank Gaskets	R
5.4.7	Closing Coil 30V	R
5.4.8	Closing Coil 110V	R
5.4.9	Tripping Coil 30V	R
5.4.10	Tripping Coil 110V	R

Item	Spares Description	Unit Price (Excl. VAT) R
5.4.11	Turbulator 630A	R
5.4.12	Turbulator 1250A	R
5.4.13	Turbulator 2500A	R
5.4.14	C-bracket (to operate flaps)	R
5.4.15	Voltage Transformer HV Fuse	R
5.4.16	Vermin Seals	R
5.4.17	Circuit Breaker Tank Gasket	R
5.4.18	TurbulatorThroatWasher55mmx65mmx5mm; REY0009 (or equivalent)	R
5.4.19	Racking Handle Busch LMT/LMR/LMS/HD4-LMT (2 Holes) REY0008 (or equivalent)	R

Item	Spares Description	Unit Price (Excl. VAT) R
5.5	Make: ABB REYROLLE (OR EQUIVALENT) TYPE: LMT MK II	
5.5.1	Arcing Contact	R
5.5.2	Arcing Transfer Contacts	R
5.5.3	Banana Bracket	R
5.5.4	Bearing (Tripping roller)	R
5.5.5	Bearing (Closing roller)	R
5.5.6	Bearing Cap (Tripping roller)	R
5.5.7	Bearing Cap (Closing roller)	R
5.5.8	Circuit Breaker Tank Gaskets	R
5.5.9	Closing Coil 30V	R
5.5.10	Closing Coil 110V	R
5.5.11	Tripping Coil 30V	R
5.5.12	Tripping Coil 110V	R

Item	Spares Description	Unit Price (Excl. VAT) R
5.5.13	Motor limit switches	R
5.5.14	Primary Isolating Contact 630 A	R
5.5.15	Primary Isolating Contact 1250 A	R
5.5.16	Moving Contact Complete 2500A	R
5.5.17	Transfer Contacts	R
5.5.18	Rotary Auxiliary Switch (any type) (or equivalent)	R
5.5.19	Turbulator 400A	R
5.5.20	Turbulator 630A	R
5.5.21	Turbulator 1250A	R
5.5.22	Spring Charge Motor	R
5.5.23	C-bracket	R
5.5.24	Circuit Breaker Tank Gasket	R
5.5.25	Voltage Transformer Hv Fuse	R
5.5.26	Voltage Transformer Lv Fuse	R
5.5.27	Vermin Seals	R
5.5.28	Turbulator Throat Washer 55mmx65mmx5mm REY0009	R
5.5.29	Racking Handle Busch Lmt / Lmr / Lms / Hd4-Lmt (2 Holes) REY0008	R
5.5.30	REY001 Connector Blocks	R
5.5.31	REY002 Contact Inserts	R
5.5.32	REY003 Gasket Wiping Gland 4 hole (or equivalent)	R
5.5.33	REY004 Gauge Glass Kit Round (or equivalent)	R
5.5.34	REY005 Gauge Glass Kit Round (or equivalent)	R
5.5.35	REY007 Gauge Glass Kit Round (per set) (or equivalent)	R

Item	Spares Description	Unit Price (Excl. VAT) R
5.5.36	REY010 Fuse Access Cover Seal (or equivalent)	R
5.5.37	REY012 Main Tank Seal (or equivalent)	R
5.5.38	REY013 Fuse Access Cover Gasket (or equivalent)	R
5.5.39	REY014 Feeder Test Facility Gasket (or equivalent)	R
5.5.40	REY015 Tank Seal (or equivalent)	R
5.5.41	REY016 Fuse Trip Bar (Straight) (or equivalent)	R
5.5.42	REY017 Fuse Trip Bar (Curved) (or equivalent)	R
5.5.43	REY018 LMT Vermin Seal (Blue) (or equivalent)	R
5.5.44	REY019 LMT Vermin Seal (Blue) (or equivalent)	R
5.5.45	REY020 LMT Contact Insert (or equivalent)	R

Item	Spares Description	Unit Price (Excl. VAT)
5.6	MAKE: ALSTOM (OR EQUIVALENT) TYPE: K1, K1AF, K3, K3AF, K4AF	
5.6.1	Fuse tripping link rod	R
5.6.2	Monoblock – T-OFF (complete with switchblades)	R
5.6.3	Monoblock – Feeder (complete with switchblades)	R
5.6.4	Monoblock – Fuse	R
5.6.5	Fixed Contacts	R
5.6.6	Moving Contacts	R
5.6.7	Switchblades (set) – 630 A (feeder)	R
5.6.8	Switchblades (set) – 90 A (fuse)	R
5.6.9	Lower fuse support mouldings	R
5.6.10	Gauge glass assembly complete	R

Item	Spares Description	Unit Price (Excl. VAT) R
5.6.11	Feeder switch mono block gaskets	R
5.6.12	T-off mono block gaskets	R
5.6.13	Test facilities mono block gaskets	R
5.6.14	K1AF Top Lid Seal (or equivalent)	R
5.6.15	K3AF Top Lid Seal (or equivalent)	R
5.6.16	K1AF Bushing Top (including gasket) (or equivalent)	R
5.6.17	K1AF Bushing Bottom (including gasket) (or equivalent)	R

5.7	MAKE: LUCY (or equivalent) TYPE: TRIDENT	
5.7.1	LUCY ON/OFF INDICATOR (or equivalent)	R
5.7.2	Phase Capacitors	R
5.7.3	LUC 001 Busbar Band joint & Cable Box Gasket (or equivalent)	R
5.7.4	LUC 002 Type C Bushing Gasket (or equivalent)	R
5.7.5	LUC 003 Fuse Access Cover Seal (or equivalent)	R
5.7.6	LUC 004 Gauge Glass Kit – On/Off /Earth T-off only (or equivalent)	R
5.7.7	LUC 005 Oil level Indication Glass (or equivalent)	R
5.7.8	LUC 008 Top Cover Fuse Switch (or equivalent)	R
5.7.9	LUC 009 Top Lid Seal Switch (or equivalent)	R
5.7.10	LUC 0010 RMU Top Lid Seal (or equivalent)	R
5.7.11	LUC 0011 Type A Bushing (or equivalent)	R
5.7.12	LUC 0012 Type C Bushing (or equivalent)	R

	MAKE : LUCY (or equivalent) TYPE: TRIDENT	
5.7.13	LUC 0013 Switch Test Cover Seal (or equivalent)	R
5.7.14	LUC 0015 Top Cover Fuse Switch (or equivalent)	R
5.7.15	LUC 0016 Fuse Access Cover Seal (or equivalent)	R
5.7.16	LUC 0017 Bushing Gasket (or equivalent)	R

5.9	MINISUB AND TRANSFORMER SPARES	
5.9.1	Transformer Small Tubular Gauge Glass and Gasket – 63mm	R
5.9.2	Transformer Medium Tubular Gauge Glass and Gasket – 125mm	R
5.9.3	Transformer Large Tubular Gauge Glass and Gasket – 360mm	R
5.9.4	Small Transformer Oil Indication Glass Flat Purspex & Gasket – 230mm (8 Hole)	R
5.9.5	Medium Transformer Oil Indication Glass Flat Purspex & Gasket –250mm (8 Hole)	R
5.9.6	Large Transformer Oil Indication Glass & Gasket Purspex – 350mm (8 Hole)	R
5.9.7	SA90 Breather	R
5.9.8	SA100/2 Breather	R
5.9.9	Silica Gel/kg	R
5.9.10	MV Mini Sub Sign	R
5.9.11	LV Mini Sub Sign	R
5.9.12	Power Patch Kit	R
5.9.13	Transformer Bushing Seal Kit & Medium Grommets	R
5.9.14	Transformer Bushing Seal Kit & Large Grommets	R
5.9.15	3 in 1 safety sign (as per OHS act requirements)	R
5.9.16	5 in 1 safety sign (as per OHS act requirements)	R
5.9.17	Nitrogen/Kg	R
5.9.18	Top lid gasket 50 – 100 KVA	R
5.9.19	Top lid gasket 150 – 315 KVA	R
5.9.20	Top lid gasket 500 – 800 KVA	R
5.9.21	Top lid gasket 1000 – 1250 KVA	R
5.9.22	MV Bushings/each	R
5.9.23	LV Bushings/each	R

Item	Spares Description	Unit Price (Excl. VAT) R
5.10	CONSUMABLES	
5.10.1	Transformer Oil/liter (Virgin SANAS 555:2007)	R
5.10.2	Fuse HRC Oil type Bussman (254mm) (or equivalent)	R
5.10.3	25A	R
5.10.4	50A	R
5.10.5	80A	R
5.10.6	Fuse Air Type (K3AF) 360mm	R
5.10.7	Paint Avocado Green C12 (SANS 1091:2012)/liter	R
5.10.8	3M 48FR Resin/liter	R
5.10.9	Trinipon 99/5 Resin/liter	R
5.10.10	Denso tape/meter or equivalent	R
5.10.11	Denso putty/kg or equivalent	R
5.10.12	Alkyd resin / liter	R
5.10.13	Scotch fill insulation/roll (or equivalent)	R
5.10.14	Scotch 23 self-bonding tape/roll (or equivalent)	R
5.10.15	Scotch 3M Vinyl tape/roll (or equivalent)	R
5.10.16	Electrical cleaner/liter	R
5.10.17	Compound/kg	R
5.10.18	Scotch no 33 compound (or equivalent)	R
5.10.19	Loctite Sealer No.3 (or equivalent)	R
5.10.20	Electrical Contact Cleaner Spray	R
5.10.21	NS4 (rust inhibitor) per litre (or equivalent)	R

Item	Spares Description	Unit Price (Excl. VAT) R
5.10.22	Gemchem per litre (or equivalent)	R
5.10.23	CTX Contact Grease (or equivalent)	R
5.10.24	Corrosion Block ACF-50	R
5.10.25	Corrosion Block Pump can 118ml	R
5.10.26	Super elekiod cleaner spray can 400ml or equivalent	R
5.10.27	Nyogel 760g 100gram tube or equivalent	R
5.10.28	ABNORMAL/AD HOC SPARES – Up to 5% extra on procurement cost. Proof to be supplied.	%

NOTE: It is a requirement that Tenderers submit prices for all the items on schedule 5 above, however where items are obsolete, Tenderers shall indicate these items on the schedule.

6. Sampling and Analysis of Insulating Oil (Costs to be inclusive of all costs to be incurred)

Item	Analysis	Price per Sample (Excl. VAT) R
6.1	Dielectric, Moisture content and colour	R
6.2	PCB	R
6.3	Dissolved Gas	R
6.4	Furanics	R
6.5	Tan Delta	R

7. Costs to install 100 watt heaters in Reyrolle/ABB LMR panels

Item	Installation of heater	Price per Installation (Excl. VAT) R
7.1	Cost per heater installation , including material supplied by Contractor	R

NOTE: The costs above shall include installation of the heaters as part of maintenance. Travelling and labour costs shall be additional for ad hoc installations.

8. Costs to install canon sockets in Reyrolle/ABB LMT/LMR/LMS/HD4 panels

Item	Canon Socket	Price per Installation (Excl. VAT) R
8.1	Cost per socket installation, including material supplied by Contractor, wired to relay (no pistol grip switch).	R
8.2	Cost per socket installation, wired through side wipe contacts and installation of closing coil, material supplied by Contractor	R

NOTE: The costs above shall include installation of the canon sockets as part of maintenance. Travelling and labour costs shall be additional for ad-hoc installations.

9. COST TO MAINTAIN ALL TYPES OF CABLE BOXES AND BAND JOINTS (Prices to include all labour costs including tapes, cleaning material, alkyd resin or equivalent subject to the City of Cape Town Representative's approval):

Item	Type of box/band joint	Price Per Unit (Excl. VAT) R
9.1	Compound band joint Remove top lid, check for voids or water, if found in order replace top lid. Seal outside joints with denso tape/putty or equivalent.	R
9.2	Compound band joint Remove top lid, check for voids or water, blow out water with compressed air, heat up compound in band joint, top up and replace top lid. Seal outside joints with denso tape/putty or equivalent.	R
9.3	Dry band joint Remove band joint cover, clean inside, if in order replace band joint cover. Paint bushing and metal parts around bushing with alkyd resin. Seal outside joints with denso tape/ paste or equivalent.	R
9.4	Dry band joint Remove cover, remove old insulation material and redo band joint with 3M tape and putty. Paint bushing and metal parts around bushing with an alkyd resin. Replace cover and seal outside joints with denso tape/paste or equivalent.	R
9.5	Dry band joint Redo band joint with heat shrink kit (supplied by City of Cape Town) Paint bushing and metal parts around bushing with an alkyd resin. Seal outside joints with denso tape/paste or equivalent.	R
9.6	Compound cable box Open filler cap if found in order close filler cap. Seal outside with denso tape/paste or equivalent. If not in order inform Depot.	R
9.7	Dry cable box putty type, including transformer connection on minisub (clean single cores with solvent) Clean, and if necessary re tape with sufficient layers of 3M tape. Paint bushing and surrounding metal with an alkyd resin.	R

9.8	Dry cable box with right angled boots Clean with solvent, inspect termination and clean, Paint bushing and surrounding metal with an alkyd resin. Replace gasket. Seal all joints with denso tape/paste or equivalent.	R
9.9	Penetrol filled cable box. Remove penetrol and discard as per environmentally accepted methods (disposal certificate to be supplied on demand. Convert to heat shrink termination (supplied by City of Cape Town). Paint bushing and surrounding metal with an alkyd resin. Replace gaskets. Seal all outside joints with denso tape/putty or equivalent.	R

10. COST TO MAINTAIN PROTECTED SWITCHGEAR PANEL (PER PANEL).

Item	Description	Price Per Unit (Excl. VAT) R
10.1	Breaker cubicle, clean, check flaps & lubricate mechanism	R
10.2	Busbar cubicle, clean and inspect joints	R
10.3	Busbar ductor test	R
10.4	Protection panel (clean and check)	R
10.5	CT chamber (clean and check for discharges)	R
10.6	Cable box (open, check termination & clean any discharge, paint inside cable box around bushings with an alkyd resin)	R
10.7	VT (clean, inspect, check connections)	R
10.8	Panel Heaters (check functionality and wiring)	R

11. COST OF CORROSION TREATMENT AND SPRAY PAINTING OF MINI SUBSTATIONS, TRANSFORMERS AND SWITCHGEAR (all material included)

Item	Description	Price Per Unit (Excl. VAT) R
11.1	Switchgear (per RMU or switch)	R
11.2	Minisub	R
11.3	Mini-sub Plinth	R
11.4	Standalone transformer (50 – 500 KVA)	R
11.6	Standalone transformer (630 – 1000 KVA)	R

(6) SUPPORTING SCHEDULES**Schedule 1: Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums**

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

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

Account Holder: _____

Financial Institution: _____

Branch Code: _____

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

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

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

Schedule 2: Declaration for Procurement above R10 million

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

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

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

1.1 If YES, submit audited annual financial statements:

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

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

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

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

- 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	
-----	--	----	--

3.1 If YES, insert particulars in the table below including particulars of any material non-compliance or dispute concerning the execution of such contract. Alternatively attach the particulars to **List of other documents attached by tenderer** schedule in the same format as the table below:

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

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

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

4.1 If YES, furnish particulars below

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

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

 Date

Schedule 3: Preference Schedule

1 Definitions

The following definitions shall apply to this schedule:

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

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

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

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

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

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

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

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

Consortium or Joint Venture: An association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

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

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

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

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

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

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

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

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

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

Person: Includes a juristic person.

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

Price: Includes all applicable taxes less unconditional discounts.

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

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

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

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

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

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

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

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

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

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

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

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

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

2 Conditions associated with the granting of preferences

A supplier that is granted a preference undertakes to:

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

- 10) accept that any subcontracting arrangements after the award of the tender may only be entered into upon the prior approval of the City of Cape Town; and
- 11) immediately inform the City of Cape Town of any change that may affect the tenderer's B-BBEE level of contribution upon which preference points will be or have been allocated.

3 Sanctions relating to breaches of preference conditions

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

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

Financial penalty for breach of Condition 2 in Section 2 above:

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

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

where:

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

P* = Value of the contract

Financial penalty for breach in terms of condition 6 in Section 2 above:

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

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

where:

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

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

P* = Value of the contract

Financial penalty for breach in terms of condition 10 in Section 2 above:

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

4 Level of Contribution in respect of enterprise status or structure of the tendering entity (the supplier)

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

Table 1: Level of Contribution

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

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

5 Declarations

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

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

☐
Note:

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

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

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

Signature

Date

Name (PRINT)

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

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

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

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

3.13.1 If yes, furnish particulars

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

3.14.1 If yes, furnish particulars

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

3.15.1 If yes, furnish particulars

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

3.16.1 If yes, furnish particulars

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

Full Name	Identity Number	State Employee Number

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

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

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

Date

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

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

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

Schedule 5: Conflict of Interest Declaration

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

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

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

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

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

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

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

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

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

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

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

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

Date

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

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

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

Item	Question	Yes	No
2.1	<p>Is the tenderer or any of its directors/members listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
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>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
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>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
2.3.1	If so, furnish particulars:		
Item	Question	Yes	No

TENDER NO : 223S

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

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

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

Date

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

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: _____
(Name of tenderer)

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

The tenderer:

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

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

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

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

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

Date

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

Pricing Schedule

- 1st year:** 12 months from date of commencement of contract -
Firm – No request for price increases shall be entertained.
- 2nd year:** Subject to adjustment in accordance with the average **Consumer Price Index**. **Base month** for the price adjustment shall be the month of commencement of the 1st year and **end date** shall be 12th month of the 1st year. (12 months totalled/12 to achieve the average CPI)
- 3rd year:** Subject to adjustment in accordance with the **Consumer Price Index**. **Base month** for the price adjustment shall be the month of commencement of the 2nd year and **end date** shall be 12th month of the 2nd year. (12 months totalled/12 to achieve the average CPI)
- Please Note:** Year on year increases. Security sectorial determination will also apply with respect to CPA.

Schedule 9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender [223S/2020/21: MV SWITCHGEAR, TRANSFORMER AND MINI SUBSTATION MAINTENANCE AND TRAINING] in response to the tender invitation made by THE CITY OF CAPE TOWN, do hereby make the following statements, which I certify to be true and complete in every respect:

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

That:

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

Signature

Date

Name (PRINT)

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

(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 10: Local Content Declaration / Annexure C

NOT APPLICABLE

Schedule 11: Price Basis for Imported Resources

NOT APPLICABLE

Schedule 12: Schedule of Pre-Qualification Criteria Sub-Contractors

NOT APPLICABLE

Schedule 13: List of other documents attached by tenderer
--

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

Attach additional pages if more space is required.

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

 Date

Schedule 14: Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

Schedule 15: Information to be provided with the tender
--

The following information shall be provided with the Tender:

Tenderers to ensure they complete this checklist before submitting this tender document.

ITEM NAME	CONFIRMATION	COMMENTS
ANNEXURE A: COMPANY EXPERIENCE	YES/NO	
ANNEXURE B: TENDERER STAFF	YES/NO	
ANNEXURE C: INVENTORY OF TOOLS AND EQUIPMENT	YES/NO	
ANNEXURE D: INVENTORY OF VEHICLES	YES/NO	
ANNEXURE E: MAINTENANCE TASK LISTS	YES/NO	
ANNEXURE F: PROOF OF ACCESS TO SPARES, PROOF OF ACCESS TO INFORMATION & METHOD OF HANDLING OIL SPILLAGE	YES/NO	
SCHEDULE 5: CONFLICT OF INTEREST DECLARATION	YES/NO	
SCHEDULE 4: DECLARATION OF INTEREST – STATE EMPLOYEES (MBD 4)	YES/NO	
FORM OF OFFER AND ACCEPTANCE	YES/NO	
AREA OF PREFERENCE	YES/NO	

SIGNED ON BEHALF OF TENDERER:

Schedule 15: REQUIREMENTS FOR COMPLIANCE WITH SPECIFICATION

ANNEXURE A

SCHEDULE OF PREVIOUS RELEVANT EXPERIENCE OF SIMILAR WORK UNDERTAKEN

Details of the Tenderer's previous proven competency and experience in the execution of work of a similar or equivalent nature to that described in this document.

MEDIUM VOLTAGE MAINTENANCE AND REPAIRS						
	Company Name	Description of work	Contact Person	Contact Number	Period (Start – End Date)	Value of Contract
1						
2						
3						
4						
5						
6						
7						
8						
9						

TENDER NO : 223S

	Company Name	Description of work	Contact Person	Contact Number	Period (Start – End Date)	Value of Contract
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						

If further space is required, the details can be provided on a separate sheet

SIGNED ON BEHALF OF TENDERER

Schedule 15: REQUIREMENTS FOR COMPLIANCE WITH SPECIFICATION

ANNEXURE B

STAFF SCHEDULE

Tenderer must submit below details of the staff in the Tenderer's employ at the time of tendering. Tenderers **must attach** the relevant CV and Certificates of the staff.

Designation	Name of Staff Member	ID No./ Staff no.	CV and Certification attached (Yes/No)	Allocated to Project (Yes/No)
Supervisor/Project Leader				
Maintainer				
Maintenance Assistant				

SIGNED ON BEHALF OF TENDERER

Schedule 15: REQUIREMENTS FOR COMPLIANCE WITH SPECIFICATION

ANNEXURE C:

INVENTORY OF TOOLS, EQUIPMENT AND INSTRUMENT TO BE UTILIZED FOR THE CONTRACT

Item	Serial Number	Owned/ Rented	Quantity
Oil Polishing plant			
Pipette			
Oil Spill Kit			
Oil Spill Container			
Mobile compressor			
HV Proximity sensor (Provide calibration certificate)			
Contact Resistance Tester (Provide calibration certificate)			
Multimeter (Provide calibration certificate)			
Torque wrench (Provide calibration certificate)			
10 kV Insulation tester (Provide calibration certificate)			
Standby generator			
Portable earths			
Hand tools comprehensive set, including special tools (refer to clause 28.2)			
Digital Camera/Cellphone with a minimum of 8 megapixels			
Primary current injection test (or a combination unit of Primary current injection test and Secondary injection test set)			
Secondary injection test set (or a combination unit of Primary current injection test and Secondary injection test set)			
Mag curve test set			
Laptop / computer			

In respect of tools and equipment: owned or rented will be considered subject to Tenderers listing serial numbers of the plant and equipment owned. In the case of rental, proof of intent to rent; a rental agreement from a rental company or a rental credit approval must be attached to the tender document outlining the quantities and the description of what is being rented. Rental agreements must be attached to the tender document.

SIGNED ON BEHALF OF TENDERER:

Schedule 15: REQUIREMENTS FOR COMPLIANCE WITH SPECIFICATION

ANNEXURE D

INVENTORY OF VEHICLES AND SPECIALISED EQUIPMENT TO BE UTILIZED FOR THE CONTRACT

Light Load Vehicles – GVM 3500kg or less	Make and Model	Owned/Hired	Registration Number or Attach Rental Agreement
Heavy Load Vehicle – GVM > 3500kg	Make and Model	Owned/Hired	Registration Number or Rental Attach Agreement
Trailers	Make and Model	Owned/Hired	Registration Number or Rental Agreement
Oil polishing Plant	Make and Model	Owned/Hired	Registration Number or Attach Rental Agreement

Vehicles can be owned or rented. In respect of owned vehicles, proof of registration must be supplied. In respect of rented vehicles, proof of intent to rent; a rental agreement from a rental company or a rental credit approval must be attached to the tender document. The rental agreements should clearly specify the type and quantity of vehicles and/or specialised equipment to be rented.

SIGNED ON BEHALF OF TENDERER:

Schedule 15: REQUIREMENTS FOR COMPLIANCE WITH SPECIFICATION

ANNEXURE E

MAINTENANCE TASK LISTS	
Switchgear make and model No.	Task list attached (Yes/No)
HAWKER SIDDLEY NX3F	
HAWKER SIDDLEY X1	
HAWKER SIDDLEY X1F	
GEC T1,T3	
GEC T1OF	
GEC T3OF	
LONG & CRAWFORD GF3	
LONG & CRAWFORD J3,J4	
LOG & CRAWFORD T3GF3	
JG STATTER RMU VL,VLTC, OD, ODSA	
ABB REYROLLE LMTmk1, LMTmk2	
GEC K3AF	
GEC K4AF	
REYROLLE JKSS	
REYROLLE JSS	
REYROLLE JS	
REYROLLE JK	
REYROLLE OKSS	
ABB TRICON RMU	
ABB TRICON SWITCH	
REYROLLE C6,7&8	
LUCY TRIDENT FRMUE	
LUCY TRIDENT EFS	
LUCY TRIDENT EOS	
METERING UNIT (OIL FILLED)	

SIGNED ON BEHALF OF TENDERER:

Schedule 15: REQUIREMENTS FOR COMPLIANCE WITH SPECIFICATION

ANNEXURE F

We confirm that the following documents have been attached to the tender documents

	Item	Attached (Yes/No)
1	Access to spares (proofs of purchase /accounts for five (5) different types of equipment at the Major Switchgear manufacturers or Part Suppliers)	
2	Proof of access to information (copies of front pages of listed switchgear manuals, standards and legislation applicable to tender)	
3	Method statement for handling oil spillage	

Attach additional pages if more space is required

Signature

Print name:

Date

On behalf of the tenderer (duly authorised)

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 8	Page 82 of 66

TENDER NO: 223S/2020/21

TENDER DESCRIPTION: TENDER DESCRIPTION: MV SWITCHGEAR, TRANSFORMER AND MINI SUBSTATION MAINTENANCE AND TRAINING

CONTRACT PERIOD: CONTRACT PERIOD: FROM DATE OF COMMENCEMENT OF CONTRACT NOT EXCEEDING THIRTY-SIX (36) MONTHS.

VOLUME 3: DRAFT CONTRACT

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

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

VOLUME 3: DRAFT CONTRACT

(7) SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

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

Add the following after Clause 1.25:

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

3. General Obligations

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

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

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

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

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

Add the following after clause 5.4:

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

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

- 5.6 **Publicity and publication**
The supplier shall not release public or media statements or publish material related to the services or contract within two (2) years of completion of the services without the written approval of the purchaser, which approval shall not be unreasonably withheld.
- 5.7 **Confidentiality**
Both parties shall keep all information obtained by them in the context of the contract confidential and shall not divulge it without the written approval of the other party.
- 5.8 **Intellectual Property**
- 5.8.1 The supplier acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Employer.
- 5.8.2 The supplier hereby assigns to the Employer, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the contract, unless the Parties expressly agree otherwise in writing.
- 5.8.3 The supplier shall, and warrants that it shall:
- 5.8.3.1 not be entitled to use the Employer's Intellectual Property for any purpose other than as contemplated in this contract;
- 5.8.3.2 not modify, add to, change or alter the Employer's Intellectual Property, or any information or data related thereto, nor may the supplier produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Employer;
- 5.8.3.3 not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Employer;
- 5.8.3.4 comply with all reasonable directions or instructions given to it by the Employer in relation to the form and manner of use of the Employer Intellectual Property, including without limitation, any brand guidelines which the Employer may provide to the supplier from time to time;
- 5.8.3.5 procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 5.8.3.1 to 5.8.3.3 above;

unless the Employer expressly agrees thereto in writing after obtaining due internal authority.

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

7. Performance Security

'Not Applicable.

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

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

11. Insurance

Add the following after clause 11.1:

- 11.2 Without limiting the obligations of the supplier in terms of this contract, the supplier shall effect and maintain the following additional insurances:
- a) Public liability insurances, in the name of the supplier, covering the supplier and the purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **R20 million** for any single claim;
 - b) Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;
 - c) Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the bidder's broker or the insurance company itself (see **Proof of Insurance / Insurance Broker's Warranty** section in document for a pro forma version).
 - d) Professional indemnity insurance providing cover in an amount of not less than R5 million in respect of each and every claim during the contract period.

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

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

15. Warranty

Add to Clause 15.2:

- 15.2 This warranty for this contract shall remain valid for twelve **(12) months** after the goods have been delivered.

16. Payment

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

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

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

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

Add the following after clause 16.4

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

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

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

17. Prices

Add the following after clause 17.1

- 17.4 The prices for the goods delivered and services performed shall be subject to contract price adjustment and the following conditions will be applicable:

Refer to Schedule 8

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

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

20. Subcontracts

Add the following after clause 20.1:

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

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

Delete clause 22.1 and replace with the following:

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum as stated herein for each day of the delay until actual delivery or performance.

The penalty for this contract shall be as follows:

- a) Should the Contractor fail to arrive on site to commence planned work, all costs incurred by the City of Cape Town as a result of the non arrival e.g. vehicle, staff and incidental costs will be deducted from the contractor's payable invoice when the planned work is re-scheduled.

- b) Should the Contractor arrive late to site to commence planned work, a penalty fee of 5 % of the purchase order value will be charged against the Contractor after an hour where the City of Cape Town employees wait for the Contractor to arrive. Continuous failure to arrive to site by Contractor shall be deemed as breach of Contract and the necessary steps shall be taken against him

The above penalties are as stipulated in clause 30 of the Specification.

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

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

Add the following after clause 23.7:

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

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

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

27. Settlement of Disputes

Amend clause 27.1 as follows:

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

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

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

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

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

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

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

28. Limitation of Liability

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

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

Add the following after clause 28.1:

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

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

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

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

- 28.4 Notwithstanding anything to the contrary contained in this Contract, under no circumstances whatsoever, including as a result of its negligent (including grossly negligent) acts or omissions or those of its servants, agents or contractors or other persons for whom in law it may be liable, shall any party or its servants (in

whose favour this constitutes a *stipulatio alteri*) be liable for any indirect, extrinsic, special, penal, punitive, exemplary or consequential loss or damage of any kind whatsoever, whether or not the loss was actually foreseen or reasonably foreseeable), sustained by the other party, its directors and/or servants, including but not limited to any loss of profits, loss of operation time, corruption or loss of information and/or loss of contracts.

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

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

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

32. Taxes and Duties

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

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

Add the following after clause 32.3:

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

ADDITIONAL CONDITIONS OF CONTRACT

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

--

(8) GENERAL CONDITIONS OF CONTRACT

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

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 so far as may be necessary for the purposes of such performance.

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

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

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

6. Patent rights

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

7. Performance Security

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

8. Inspections, tests and analyses

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in the SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

14. Spare parts

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

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications), or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for 12 (twelve) months after the goods, or any portion thereof, as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for 18 (eighteen) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in the SCC.
- 15.3 The purchaser shall notify the supplier promptly, in writing, of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in the SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during the performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his or her discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure, outside of the contract, small quantities of supplies; or to have minor essential services executed if an emergency arises, or the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and, without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of Liability

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

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

29. Governing language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act, Act 89 of 1998, as amended, an agreement between or concerted practice by firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.
- 34.3 If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.

(9) FORM OF GUARANTEE / PERFORMANCE SECURITY**Not Applicable****FORM OF GUARANTEE / PERFORMANCE SECURITY****GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means:

Physical address of Guarantor:

"Supplier" means:

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

Amount in words:

"Guaranteed Sum" means: The maximum amount of R

Amount in words:

"Contract" means: The agreement made in terms of the Form of Offer and Acceptance for tender no 223S/2020/21 : MV Switchgear, Transformer and Mini Substation Training and such amendments or additions to the contract as may be agreed in writing between the parties.

PERFORMANCE GUARANTEE

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

5.2 a provisional or final sequestration or liquidation court order has been granted against the Supplier and that the Guarantee/Performance Guarantee is called up in terms of 5; and

5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

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

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

ANNEXURE**LIST OF APPROVED FINANCIAL INSTITUTIONS**

The following financial institutions are currently (as at 18 October 2016) approved for issue of contract guarantees to the City:

National Banks:

ABSA Bank Ltd.
FirstRand Bank Ltd.
Investec Bank Ltd.
Nedbank Ltd.
Standard Bank of SA Ltd.

International Banks (with branches in SA):

Barclays Bank plc.
Citibank n.a.
Credit Agricole Corporate and Investment Bank
HSBC Bank plc.
JP Morgan Chase Bank
Societe Generale
Standard Chartered Bank

Insurance companies:

ABSA Insurance
Coface s.a.
Compass Insurance Co.
Constantia Insurance Co.
Credit Guarantee Insurance Co.
Guardrisk Insurance Co.
Hollard Insurance Company Ltd.
Infiniti Insurance Limited
Lombard Insurance
New National Assurance Co.
Regent Insurance Co.
Renasia Insurance Company Ltd.
Santam Limited
Zurich Insurance Co.

(10) FORM OF ADVANCE PAYMENT GUARANTEE**Not Applicable****ADVANCE PAYMENT GUARANTEE****GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means:

Physical address of guarantor:

"Supplier" means:

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

Amount in words:

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

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

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

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

Amount in words:

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

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

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

(10.1) ADVANCE PAYMENT SCHEDULE**Not Applicable**

This Advance Payment Schedule is to be read in conjunction with clause 16.6 in the SCC. The purpose of this schedule is to itemise specific plant and materials for which the CCT is prepared to make advance payment to the supplier, subject to the conditions below.

The items of plant and materials which have been identified by the CCT as being suitable for advance payment in terms of the Contract are listed in the table below. Should an item or items be added to the list at tender stage by a tenderer, such item(s) will not be binding on the CCT.

Plant and materials which have been manufactured and are stored by the supplier	Plant and materials yet to be manufactured and for which a deposit with order is required from the supplier by a third party manufacturer/supplier, and which may be stored by the supplier:

Conditions:

- 1) The supplier can only rely on advance payment being permitted by the CCT in respect of the plant and materials listed in the table above. The CCT may, however, permit advance payment for other plant and materials in exceptional circumstances and at its sole discretion, during the course of the Contract, and upon reasonable request from the supplier.
- 2) Advance payment for the purposes of deposits will only be provided up to a limit of: Nil %] of the value of any one item being claimed.
- 3) The supplier shall provide the CCT with documentary evidence of the terms and conditions for which a deposit with order is required by a third party manufacturer/supplier, together with the advance payment guarantee.
- 4) The supplier will also be permitted to obtain advance payment for the balance of the value of the plant and materials in respect of which he has paid a deposit, for an item which after manufacture is stored by the supplier. The supplier shall, in respect of such payment, provide an advance payment guarantee, either for such balance or, if the advance payment guarantee in respect of the deposit is to be returned by the CCT upon request, for the whole value of the item.

(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**AGREEMENT MADE AND ENTERED INTO BETWEEN THE CITY OF CAPE TOWN (HEREINAFTER CALLED THE "CCT") AND**

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

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

I, , representing

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

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

Witness

Mandatory

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

 Witness

 for and on behalf of
 City of Cape Town

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

Logo

Letterhead of supplier's Insurance Broker

Date _____

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

Dear Sir

TENDER NO.: 223S/2020/21

TENDER DESCRIPTION: MV Switchgear, Transformer and Mini Substation Maintenance and Training

NAME OF SUPPLIER: _____

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

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

Yours faithfully

Signed: _____

For: _____ (Supplier's Insurance Broker)

(13) SPECIFICATION(S)**MEDIUM VOLTAGE SWITCHGEAR, TRANSFORMER AND MINI SUBSTATION MAINTENANCE****1. SCOPE OF SPECIFICATION**

1.1 The successful Contractor will be expected to carry out their duties within the City of Cape Town Municipality boundaries, as shown in Addendum A: Area Map. The work in this tender will be done primarily in the Electricity Distribution Area. The Electricity Distribution Area is divided into 3 Distribution Areas (North, East and South). The Employer's objective is as follows:

- To perform Mandatory Maintenance on Medium Voltage Switchgear, Transformers and Mini Substations.
- To train (on-the-job training) existing staff on Switchgear, Transformer and Mini Substation Maintenance.
- Produce Training Manuals for each Switchgear Type and Maintenance and Repairs of Transformers for future reference and training of new staff where applicable.

It is the responsibility of the contractor to ensure that they are competent to perform work on the listed equipment and perform the work to the Original Equipment Manufacturer Operating and Maintenance Manuals, whenever not specified in task lists.

- 1.2 There shall be a City of Cape Town Representative for each district. All work performed within the context of this tender shall be performed with the informed consent of the City of Cape Town Representative.
- 1.3 All maintenance materials and spares, unless otherwise indicated by the City of Cape Town Representative, shall be supplied by the Contractor.
- 1.4 All work performed within the context of this tender shall be compliant with the relevant Health and Safety Legislation.
- 1.5 All disposals shall be done in accordance with the National Environmental Management Act, safe disposal certificates shall be submitted for each purchase order to the City of Cape Town Representative.
- 1.6 Where reference is made to a brand name, an equivalent can be provided as approved by the City of Cape Town Representative.

2. APPOINTMENT OF CONTRACTOR

- 2.1 It is the City of Cape Town's intention to appoint one (1) Main contractor to provide all the required services as listed in the specification. The City of Cape Town does however reserves the right to appoint an alternative contractor in the event that the Main contractor defaults during the contract. The alternative contractor will be given one month's notice to commence with services in terms of the specification and conditions of tender and contract.

3. REQUIREMENTS FOR COMPLIANCE WITH THE SPECIFICATION

All Returnable Schedule 15: Annexures A-F are to be completed in full and submitted with tender submission, together with the required proof as per tender specification. **Only those tenderers who satisfy the following minimum requirements will be deemed responsive:**

3.1 Previous experience of Tenderer

In order to be considered for an appointment in terms of this tender, the tenderer shall provide detailed schedule of work undertaken in the last two (2) years in Medium Voltage Switchgear and Transformer maintenance and repairs which covers the following:

- A complete list of all makes of Switchgear and Transformers as specified in this specification that the Tenderer has performed maintenance and refurbishment work on.

- Maintenance reports for the switchgear mentioned above. Maintenance reports shall be actual reports for the specific switchgear or transformers maintained and shall be approved or signed off by the client/employer. The reports shall be in the form of a job card or similar including the following: the name of the substation/location of the switchgear/transformer, the maintenance instruction e.g. Repair oil leak on transformer, circuit breaker maintenance – 6 yearly, maintenance tasks performed e.g. replaced gasket, examine cb contacts, clean and lubricate, examine/test interlock mechanisms, perform contact resistance tests etc.
- A complete list of all customers and the nature of the equipment that maintenance and refurbishment tasks were performed on.

The details of which shall be entered into Returnable Schedule 15 - Annexure A.

3.2 Key Personnel

In order to be considered for an appointment in terms of this tender, the tenderer shall have the following key personnel (**as defined in clause 3.2.2 of the specification**) in its permanent employment at the close of tender (provide proof/agreement if outsourced).

- 1 x Supervisor/Project Leader
- 3 x Maintainers
- 3 x Maintenance Assistants

The details of which shall be entered into Returnable Schedule 15 - Annexure B.

3.2.1 Maintenance Crews

A single maintenance crew, whilst on duty, shall consist of the following:

- A Maintainer that is suitably trained as per item 3.2.2.2 below.
- One or more Maintenance assistants to assist the Maintainer in his/her duties as per 3.2.2.3.
- A suitable equipped vehicle and/or trailer with calibrated tools.

Tenderers must have a minimum of three (3) maintenance crews that are fully equipped to perform the duties under this contract. Failure to provide sufficient proof of at least three (3) maintenance crews with the submission of the tender will render the offer non-responsive.

The activities under this contract shall be overseen and supervised by a project leader/supervisor who shall have in depth knowledge of medium voltage switchgear and transformer maintenance and operations as defined in clause 3.2.2.1 below.

3.2.2 Staff

All staff in the tenderer's employment, for example Supervisors/Project Leader, Maintainer, excluding Maintainer Assistant shall have valid Responsible Persons Certificates in terms of NRS 040, valid First Aid Level 1 certificate and valid Basic Fire Fighting certificate. Valid copies of certificates must be submitted with the tender documents.

3.2.2.1 Supervisor/Project Leader

The **Supervisor /Project Leader** shall be Trade Tested and have a minimum qualification of NQF level 3 in Electrical Engineering from a recognised training Institution (Foreign Qualifications shall be certified by the South African Qualifications Authority), the Trade Test certificate certified by the ESETA or any other relevant SETA. A minimum of five (5) years post trade test experience in medium voltage switchgear, transformer maintenance, repairs and operations and also be certified as responsible persons in terms of NRS040. The Supervisor/Project Leader shall have been trained on the maintenance of the specific switchgear in use by the City of Cape Town by a training authority acknowledged by the City of Cape Town (e.g. City of Cape Town Electricity Services Training Centre, OEM, Eskom or another similar electricity utility). The Tenderer to submit CVs of the Supervisor/Project Leader. The CVs shall indicate the employer, start and end dates of each period declared and the description of the work performed for each period.

3.2.2.2 Maintainer

The Maintainer shall have a minimum of NQF level 3 qualification in Electrical Engineering from a recognised training Institution (Foreign Qualifications shall be certified by the South African Qualifications Authority). A minimum of two (2) years' experience in medium voltage switchgear and transformer maintenance and repairs, certification for oil sampling and also be appointed as responsible persons in terms of NRS040. The Maintainer shall have been trained on the maintenance of the specific switchgear in use by the City of Cape Town by a training authority acknowledged by the City of Cape Town (e.g. City of Cape Town Electricity Services Training Centre, OEM, Eskom or another similar electricity utility). The Tenderer to submit CVs of the Maintainers. The CVs shall indicate the employer, start and end dates of each period declared and the description of the work performed for each period.

The City of Cape Town reserves rights to competency assess the Maintainer on the tenderer's list against its current maintenance standards.

3.2.2.3 Maintenance Assistant

The Maintenance Assistant will assist the Maintainer and shall have at least 6 months experience in assisting with medium voltage switchgear and transformer maintenance. The Tenderer to submit CVs of maintenance assistants. The CVs shall indicate the employer, start and end dates of each period declared and the description of the work performed for each period.

3.3 Access to spares

In order to be considered for an appointment in terms of this tender, the tenderer shall provide proof of access to spares, by providing a minimum of five (5) proofs of purchase /accounts for five (5) different types of equipment at the Major Switchgear manufacturers or Part Suppliers. Such proof must include details/description of the spares purchased and not mere material codes/numbers. The proof must be attached to Returnable Schedule 15 - Annexure F.

3.4 Proof of access to information

In order to be considered for an appointment in terms of this tender, the tenderer shall provide proof of access to information; by providing a minimum of ten (10) copies of front pages of listed switchgear manuals, standards and legislation applicable to tender, to be attached with tender document. The copies must be legible and must be attached to Returnable Schedule 15 - Annexure F.

3.5 Maintenance task lists

In order to be considered for an appointment in terms of this tender, the tenderer shall provide proof of comprehensive maintenance task lists **as defined in clause 20**. Such task list must be attached to Returnable Schedule 15 - Annexure E.

3.6 Tools, Equipment and instruments

In order to be considered for an appointment in terms of this tender, the tenderer must have the tools, test equipment and instruments (**as defined in clause 25.3 of the specification**) per crew, the details of which shall be entered into Returnable Schedule 15 – Annexure C.

3.7 Vehicles

In order to be considered for an appointment in terms of this tender, the tenderer shall have the following vehicles; owned or rented will be accepted. For owned vehicles, proof of registration must be supplied. For rented vehicles, proof of intent to rent; a rental agreement from a rental company or a rental credit approval must be supplied. The rental agreements should clearly specify the type and quantity of vehicles and/or specialised equipment to be rented.

- 3 x Light load Vehicles (GVM 3500kg or less) combined with trailers comprehensively fitted with all Specialised Tools, instruments and consumables / panel vans comprehensively fitted with all Specialised Tools, instruments and consumables.
- 1 x Suitable Heavy load vehicle or truck (GVM greater than 3500kg).
- 1 x Oil polishing plant.

The details of which shall be entered into Returnable Schedule 15 - Annexure D.

4 Co-ordination of Work

- 4.1 All work shall be allocated per District as discussed and coordinated in advance with the Contractor. The work shall only be performed on receipt of an official purchase order in line with Supply Chain requirements.
- 4.2 This contract will be administered by the City of Cape Town Representative. The representative will be an official authorised thereto by the Director: Electricity Generation and Distribution in writing.
- 4.3 The Contractor shall perform the functions at any hours of the day as the need arises (Including weekends and Public Holidays). All overtime shall be by mutual agreement with the City of Cape Town Representative.
- 4.4 The successful Tenderer shall be required to attend meetings with the City of Cape Town Electricity Training Centre, Area Electrical Engineers and Electricity Generation and Distribution Department Representatives to facilitate the work to be undertaken.

5 Allocation of Work and Works Programme

- 5.1 The City of Cape Town will issue an official instruction of work from time to time in the form of a purchase order after which the contractor shall acknowledge receipt of the instruction. A schedule for planned outages will be issued in advance to the Contractor. The allocation of work shall be in the following manner:
 - 5.1.1 As and when the City of Cape Town Representative requires work to be executed under this contract, the City of Cape Town Representative shall specify, inter alia, the nature, location(s), extent, scope of work in a Works Project contract document comprising, as relevant, Work Allocation Procedures, Returnable Schedules, Specification and Scope of Work.
 - 5.1.2 In the Bills of Quantities, the City of Cape Town Representative shall assign quantities to the work items relating to the specific Scope of Work in the Works Project. The assigned quantities shall be multiplied by the contract rates to constitute amounts that will be totalled to provide a financial offer for the contractor for this specific Works Project.
 - 5.1.3 The City of Cape Town Representative shall make available to the contractor his individually priced Works Project contract document.
 - 5.1.4 The Works Project contract document shall be completed, signed and returned by the contractor to the City of Cape Town Representative's offices no later than two (2) working days after receipt thereof if changes thereto were required.
 - 5.1.5 The submission of a fully completed and signed Works Project document is mandatory, and the contractor may be requested by the City of Cape Town Representative's to complete and/or sign his submission, if necessary, should he have not already done so. A submission will be rejected as being invalid if the document is not fully completed and/or signed after the contractor has been requested by the City of Cape Town Representative's to complete and/or sign his submission.

5.2 Description of Work

The project comprises the maintenance of Medium Voltage Switchgear and Transformers within the City of Cape Town Electricity Services Area of Supply as per the work schedules of each switchgear type in this tender.

The contractor shall:

- a) Record general details of the Switchgear or Transformer.
- b) Conduct visual inspections of the Switchgear or Transformer;
- c) Conduct visual inspection of the paintwork and the maintenance / refurbishment thereof;
- d) Complete Maintenance of the Switchgear or Transformer as required as per task lists;

- e) Perform any additional work due to unknown damages or defects detected during inspection.
- f) Complete functionality tests on the switchgear and record all values;
- g) On completion of work, feedback must be provided with reference to the task lists. Any abnormality must be reported immediately to the City of Cape Town Representative.
- h) Conduct on-the-job training on existing City of Cape Town Electricity Generation and Distribution staff.
- i) Produce Training Manuals including Video Material as and when required for future Reference and Training of New Staff. The Electricity Services Training Centre shall be the custodian of the Training Material.

None of these functions shall be performed unless the Contractor has the correct permits and is duly supervised by a person appointed as Responsible Person by the City of Cape Town.

The tasks listed above shall be done for all switchgear listed in Section 1 (Price Schedule) of this tender document.

The contractor is required to be conversant with the maintenance and operating procedures as per the task lists submitted by the Contractor and shall be in possession of switchgear manuals. The City may require the contractor to demonstrate that they have the relevant operating and maintenance manuals for the switchgear listed in the price schedule.

- 5.2.1 The Supervisor/Project Leader on site shall be in possession of a valid Responsible Person training certificate, valid First Aid Level 1 certificate and valid Basic Fire Fighting Certificate Copies.
- 5.2.2 The Supervisor/Project Leader will be considered as a subject matter expert and will be called upon if higher level repairs or maintenance is called for.
- 5.2.3 The tenderers' staff shall be authorised by the City of Cape Town as per NRS 040:4:2009. If any of the staff's training validity expires during the contract period, they shall attend and successfully complete the course at the contractor's expense.
- 5.3 The Contractor shall adhere to the following:
 - 5.3.1 The Contractor shall work strictly according to the Maintenance Schedules as agreed with the City of Cape Town Representative, but City of Cape Town reserves the right to amend schedules, where applicable and with consultation with the Contractor. If the Contractor fails to adhere to agreed schedules, the City of Cape Town Representative reserves the right to follow the default process in terms of the Supply Chain Management Policy.
 - 5.3.2 Maintenance reports, signed by the Contractor representative that completed the work, shall be handed over to the City of Cape Town Representative on completion of the work.
 - 5.3.3 Prior to closing inspection covers and during critical parts of the maintenance, the Contractor's Supervisor/Project leader (or other staff within the Contractor's staff structure identified by City of Cape Town Representative), will inspect and verify that critical tasks in the maintenance report is complete to the standards or procedure as set out in the approved tasks lists or manufacturer's manual.
 - 5.3.4 Should there be unknown damages to switchgear, not covered in the task list; the contractor shall contact the City of Cape Town Representative to discuss the scope of work according to ad-hoc rates of the contract.
 - 5.3.5 The City of Cape Town Representative may require inspecting the work during certain phases of the work. This will be discussed with the contractor prior to starting of the work. The Contractor must record all works carried out, and forward the record to the City of Cape Town Representative.
 - 5.3.6 A maintenance crew shall consist of a suitably trained and certified Maintainer, trained and assessed according to the maintenance standards for specific switchgear and transformer maintenance and repairs in use by City of Cape Town or similar maintenance standards acceptable to The City of Cape Town. The Maintainer will only be able to do maintenance and on-the-job training. Tenderers must supply proof of certification of the Maintainer.

6 Training

The City of Cape Town requires that its Artisans, on an ad-hoc basis and as requested, be trained and certified as competent to maintain, operate and repair medium voltage switchgear and transformers. The tenderer must have in its employment a Project Leader/Supervisor and staff members who are competent in the medium voltage switchgear and transformer maintenance and repairs and also providing training and facilitating.

Training shall comprise of:

- 6.1.1 Repetitive practical on-the-job training as approved by the City of Cape Town Representative. It is envisaged that a maximum of 5 training sessions per candidate are required. A logbook to be kept by candidate and signed by the Maintainer during / after training. The contractor shall charge the cost of training per delegate per session as per tendered rates of the price schedule. Any additional training shall be approved prior by the City of Cape Town Representative after submission of a quotation. The on-the-job training shall be done according to the switchgear maintenance task list.

Notes:

- a. ALL notes and learning material compiled in the execution and delivery of this tender will become the intellectual property of the City of Cape Town.
- b. Training related to the switchgear and transformer maintenance may be filmed as part of the intellectual property noted in note 1 above.

7 Applicable Standards, Specifications and Codes of Practices

Work shall be in accordance with the following standards, where applicable:

- Occupational Health and Safety Act 85, 1993 and relevant regulations
- NRS089 (Maintenance of Electricity Networks)
- Electricity Supply By-Laws
- Environmental Management Act as amended
- City of Cape Town – Electricity Services Maintenance Task Lists
- NRS 040 – Operating Regulations for High Voltage Systems
- NRS 047 – Quality of Service
- Hazard Identification and Risk Assessment Document
- Manufacturer's Manual
- SANS 555 – Unused and reclaimed mineral insulating oils for transformers and switchgear
- NRS079 – Mineral Insulating Oils
- SANS 1091 – National Colour Standard
- SANS 780 – Distribution Transformers
- SANS 62271 - High-voltage switchgear and control gear.
- SANS 9227 - Corrosion tests in artificial atmospheres – Salt spray tests.

8 Operating Regulations/Permits

- 8.1 NRS 040 Operating Regulations are applicable. Contractor's staff on site must be eligible for appointment as responsible person in terms of NRS 040 with a valid NRS 040 Responsible Persons Training certificate.
- 8.2 A NRS 040 training certificate is considered as valid if training for NRS Responsible person was completed in line with SAQA unit standard 242766: Demonstrate knowledge and understanding of operating regulations for high voltage systems. The Tenderer shall submit proof that the Contractor's staff is eligible for appointment as responsible person.
- 8.3 The responsible person on site shall at all times be in possession of a work permit and a signed risk assessment for the equipment he is working on and all work shall be done with compliance of NRS040.
- 8.4 The Contractor's staff conducting the maintenance activities in terms of this tender shall be assessed and authorised as Responsible Persons by the City of Cape Town before any maintenance activities can be allowed.
- 8.5 The authorisation period shall be limited to the duration of the contract period.

9 Maintenance of Medium Voltage Electrical Switchgear and Distribution Transformers

9.1 Safety

- 9.1.1 Strict adherence to applicable Safety Guidelines shall be emphasised under this Contract. The Tenderer shall submit a Pro-Forma Health and Safety Plan and append it to Returnable Schedule 14.
- 9.1.2 The contractor shall have an updated health and safety file at all times on site, and for each maintenance task contractor shall have site specific risk assessment identifying the risks applicable to the site detailing the applicable risk mitigating procedures.
- 9.1.3 All contractors appointed in terms of this contract shall conduct themselves in accordance with the provisions of the statutory requirements and take reasonable care for the health and safety of all those carrying out the work, and others who may be affected by their acts or omissions at work.
- 9.1.4 Where switching or maintenance work is required on equipment fed directly from a source of supply not under the control of the contractor carrying out the work then special care is needed. All work under these conditions is to comply with the correct isolation procedures and safe work systems as instituted by the City of Cape Town.
- 9.1.5 The contractor's staff shall have basic firefighting skills and shall at all times have suitable and serviced fire extinguishers in their possession for the duration of work on site.
- 9.1.6 A well maintained and stocked first aid box supplied by the Contractor shall always be made available for use in case of emergency at the worksite.

9.2 Maintenance

The successful operation of switchgear and transformers is largely dependent upon systematic inspections and maintenance at specified intervals.

The period of maintenance is per the City of Cape Town maintenance schedules or as otherwise determined by specific operational and safety needs.

9.3 Precautions

Consult the Original Equipment Manufacturer Manual on specific precautions to be noted and taken with the Circuit Breaker.

Take every precaution during maintenance to prevent entry of moisture into the circuit-breaker from the atmosphere.

Handle with care any internal parts removed and check they are clean and dry before they are refitted.

Ensure that all foreign objects/parts are removed/replaced from the Circuit Breaker before permit is cancelled.

9.4 Procedure after Maintenance

- 9.4.1 The Contractor shall ensure that all parts have been replaced and that all tools have been removed.
- 9.4.2 The Contractor shall check the operation of the circuit-breaker/s and make sure that it is in the same operating position as it was handed to the contractor.
- 9.4.3 The contractor shall clean-up the site/area and clear all foreign objects, i.e. rags, plastic material after maintenance is done.
- 9.4.4 The condition of the employer's assets shall be recorded prior to commencement of work by a City of Cape Town Representative. After work has been completed, the City of Cape Town Representative shall verify that all assets are in the same condition as it was handed to the contractor.

10 Oil Handling

- 10.1 All insulating oil must be filtered and polished through an oil plant able to remove particulate (including carbon) down to 0,3micron as well as free and dissolved water. The plant must be equipped with an in line moisture meter indicating the moisture of oil during filling of the switchgear after polishing. The plant must have a failsafe mechanism permitting maximum relative moisture content of oil of 15 ppm during fill. The inline moisture meter must be calibrated by a SANAS accredited laboratory on a yearly basis or alternatively the instrument can be verified against a SANAS calibrated meter on a yearly basis. Tenderers provide proof that oil plant comply with the specification and provide a valid certificate of calibration or verification during the tender stage.
- 10.2 The ppm moisture of the oil polished into the switchgear noted on the maintenance report. Polished oil to exceed requirements of NRS 079 with respect to moisture content with a maximum of 15 ppm acceptable. Apart from the moisture content, oil during filling must in general conform to NRS 079.
- 10.3 If switchgear is not accessible to polishing plant, permission to fill oil from drums must be acquired from the City of Cape Town representative.
- 10.4 Should there be free water in the oil, or if the colour does not conform to the NRS colour chart, insulated oil must be pumped into drums to be supplied and delivered by the depot. The depot will also remove the drums of used oil.
- 10.5 Alternatively, in exceptional cases and with authority from Employer's representative the tenderer may supply virgin oil (in compliance to SANAS 555) as scheduled on the price schedule, but note that as di-electric strength/moisture content of Virgin Oil cannot be guaranteed, even in the case of using Virgin Oil, oil should be polished with approved polishing plant during filling.
- 10.6 The City of Cape Town shall remove waste oil from site.
- 10.7 When sampling old/existing oil from switchgear with pipette (oil thief) prior to polishing, colour of oil must be noted on the maintenance sheet against colour chart of NRS 079.
- 10.8 As per pricing schedule, it may be required on an ad hoc basis that filtered and polished oil in the switchgear after maintenance and filling, be sampled and analysed at a SANAS approved laboratory.
- 10.9 Analysis of the oil should cover Moisture Content (analysis method IEC 60814 or ASTM D 1533), Dielectric Strength (analysis method 60156) and Colour and Appearance (analysis method ISO 2049).
- 10.10 Analysis for PCB content (analysis method IEC60619 or EPA600/4-81-045) may also be requested as per Pricing Schedule, section 6.
- 10.11 Tenderer must give proof of training on oil sampling for Maintainer and submit relevant certificate with Tender document.
- 10.12 Operators of oil polishing plant must be trained, assessed and authorised to operate the oil polishing plant. Training and certification by the suppliers of the polishing plant or alternatively, a body who has proven background of the operation of this plants will be acceptable.
- 10.13 The tenderer shall have capacity, material and equipment to clean oil spillages and rehabilitate affected grounds/soil in accordance with environmental requirements. The tenderer shall submit a method statement on handling of oil spills with the tender document.
- 10.14 **Procedure for handling oil spillage (Covering the corrective action to limit the spillage and minimise environmental damage)**

The tenderer shall submit a comprehensive method statement on handling of oil spills. The comprehensive method statement on handling of oil spills shall include but not be limited to components/equipment to be utilized and shall be in accordance with environmental requirements.

- Procedure for handling oil spillage (covering the corrective actions to limit the spillage and minimise environmental damage)
- Containing the oil spillage (actions required to prevent or stop the spillage from spreading)
- Material or equipment required to contain the oil spillage

- Removal of oil (puddles of oil and oil on equipment surfaces)
- Final clean up or remediation (removal and disposal of contaminated soil and vegetation)

11 Paintwork On Outdoor Switchgear and Mini-Substations

Painting of switchgear shall comply with following requirements:

- 11.1 This specification provides for Painting of Outdoor Switchgear and Mini Substations (C12 Avocado) and renaming and relabelling (A11 Signal Red Background with G80 Cloud White Lettering) of the asset after paintwork is completed.
- 11.2 All outer labelling shall be removed where necessary. If this causes any holes (Pop rivet etc.,) these holes need to be filled before further preparation can continue.
- 11.3 All inferior or damaged paintwork needs to be removed as well as any foreign material e.g. transformer oil, posters etc. as well as surface rust that may be present. All locks shall be taped closed in such a way as to prevent any contact by means of direct spray or overspray and all tapes removed after spray work is completed.
- 11.4 In the case of airless spray, a primer of phenolated alkyd anti-corrosive primer applied to a dry film thickness of 50-55µm, followed by a finishing coat of air dry quick drying alkyd gloss finish applied to a dry film thickness of 50-55µm, followed by a final coat of air-dry quick drying gloss finish to a dry film thickness of 20-25µm.
- 11.5 The finishing coat shall match colour C12 Avocado of SANS 1091. The paint manufacture's specifications with regard to mixing and application shall be followed.
- 11.6 The substation name shall be remarked on the road side of the switchgear. In the case of mini sub ring names (P4, S3, D2 etc.) the name shall be sprayed on an A11-Signal Red background circle with a diameter of 250mm in G80-Cloud White lettering 50mm high with a thickness of 10mm.
- 11.7 In the case of mini sub names (Bloemhof, Oakdale, Carla etc.) the name shall be sprayed on an A11-Signal Red rectangular background with a height of 100mm and a width 25mm beyond the sides of the substation named. This name will be sprayed in G80-Cloud White with lettering 50mm high and 10mm thick. All paintwork shall be in accordance with SANS 1091 – National Colour Standard. The finishing coat shall match colour Avocado Green C12.
- 11.8 Corroded surfaces shall be cleaned, sanded and treated with an approved rust inhibiting primer.
- 11.9 The plinth and any associated brick work shall be repaired and painted with an approved paint.

12 Installation of 100 Watt Heaters

As per section 7 on the price schedule, contractors must quote on labour only or alternatively the supply of material and labour for installation of the heaters in Reyrolle/ABB LMR panels.

A list of material required for the installation of a heater is the following:

- 100 watt heater element with ± 5 m silicone heat resistant wiring
- 1 m white 20 mm SABS conduit
- 1x6A fuse and holder
- 1xIsolating fuse holder and fuse link
- 10m 2.5mm² grey panel wiring
- H1, H2, H3 & H4 Ferrule numbers
- 1x 220VAC LED lamp – amber

The circuit diagram of a heater installation is on Addendum B. Heater installations will be done according to ABB document GP 1VZA F001, which may be forwarded on request.

13 Installation of Canon Sockets

As per section 8 on the price schedule, contractors must quote on labour only or alternatively the supply of material and labour for installation of canon sockets (female only) in Reyrolle/ABB LMT/LMR/LMR/HD4 panels or equivalent.

A list of material required for the installation of a heater is the following:

- Female canon socket
- 5m 2.5mm² grey panel wiring
- Closing coil (if applicable)
- Insulated lugs
- Numbers
- 2.5mm² heat shrink

The circuit diagram for the installation and wiring of a canon socket is on Addendum C.

14 Transformer Maintenance and Repairs

Standard maintenance on both sealed and free breathing transformers will consist of the following but not limited to:

- Cable box inspections of MV and LV sides, including replacement of labour to replace cable box gaskets, but excluding material. Costing for cable box maintenance will be as per item in section 9 of Pricing Schedule.
- Re-torque MV and LV bushings.
- Re-torque top lid (where applicable)
- Clean and re-insulate MV and LV terminations
- Replenish and service breather (where applicable)
- Inspect earthing
- Testing of transformer; insulation tests on primary and secondary side between MV and LV side and to earth as well as continuity test.

Transformer insulating oil filtration will do in exceptional cases during normal transformer maintenance when it is suspected that oil is in a bad condition or if the transformer is connected to a critical load and the depot request polishing.

Transformer oil will be filtered if the transformer was opened for repairs, thereafter the oil will be sampled and sent for analysis.

Transformer insulating oil filtration must be done with plant suitable and dedicated for this purpose and it is not allowed to interchange transformer oil polishing plant and switchgear insulation oil polishing plant. Expiotech type of polishing plant or equivalent currently in use by the City of Cape Town is deemed to be suitable for polishing transformer insulating oil of distribution transformers up to 1000 KVA.

15 Response Time

- 15.1 For planned work, the Contractor shall receive instructions to do maintenance in the form of a purchase order at least fourteen (14) days before the agreed maintenance date. The Contractor shall acknowledge receipt of the order and confirm availability of the Crews within two (2) working days. Failure to adhere to these requirements shall render the Contractor in default of the contract requirements, the City of Cape Town reserves the right to initiate default proceeding and may terminate the contract.
- 15.2 For emergency work, the Contractor shall attend to a fault within 4 hours of an official instruction. The instruction shall be communicated through a telephone, an e-mail message and/or an official purchase order.

16 Work Hours

- 16.1 Appointments for maintenance must be made in advance with the Contractor. The switchgear to be maintained must be isolated and earthed, prior the starting time of the work.

- 16.2 Cancellation of work due to bad weather shall be on mutual agreement. If agreement cannot be reached, the City of Cape Town representative will have final decision.
- 16.3 Normal work hours are any 8 hour periods of up to 16:00 during the week unless otherwise arranged. This is to allow the City of Cape Town Operators to inspect the equipment to their satisfaction and energise the equipment.
- 16.4 Any work on Weekends and Public Holidays or work outside the 8-hour period can be claimed in terms of the Basic Conditions of Employment Act. (See Pricing Schedules).
- 16.5 It is envisaged that the volume of work per day shall be of such a nature that the Contractor will be occupied for the larger part of the day.

17 Additional Work

On occasion the Contractor may be required to undertake work outside the scope of this tender. In these instances, the Contractor must be prepared to undertake the work at the ad-hoc rates. (Pricing schedule: Labour Rates and Transport Costs for Ad-hoc Work, Page 13).

18 Inspection and Testing of Work

- 18.1 For each section of the work, the Contractor shall notify the City of Cape Town Representative when his work is ready for inspection and testing at the following stages:
- 18.2 Upon the completion of maintenance to an individual MV switchgear or Transformer;
- 18.3 As and when required by the City of Cape Town Representative
- 18.4 The Contractor will only be allowed to continue with specified work after acceptance of each completed stage as specified above.
- 18.5 The Contractor is entitled to book additional time as per the ad-hoc rates (refer to table 3.3 of the Pricing Schedule), the Contractor shall claim for time while waiting for ad-hoc inspections as required by the City of Cape Town Representative.
- 18.6 The City of Cape Town Representative will inspect and test each stages of the work as he may require and endorse the prescribed task list before acceptance of the Contractor's work.

NO payment can be authorised without acceptance of the task lists from the Contractor by the City of Cape Town Representative.
- 18.7 Unspecified Work carried out by the Contractor which is not adequately addressed under the task list may be addressed under ad-hoc rates with prior approval by the City of Cape Town Representative. The City of Cape Town reserves the right to withhold monies to cover expenses it might incur in the event of the Contractor not successfully addressing all the outstanding ad-hoc work.

19 Photographic Evidence

Successful tenderer to supply photographic evidence in electronic (PDF) format of the work at the following stages:

- 19.1 Before the work starts.
- 19.2 Two stages while in progress as instructed by the City of Cape Town representative e.g. Photos of equipment with defects or signs of deterioration.
- 19.3 With work completed.

20 Maintenance Manuals, Videos and Task Lists

The Contractor shall provide and append on Returnable Schedule 15 maintenance task lists and quality plan, including specific maintenance instructions, maintenance revisions from the manufacturer and safety notices from the manufacturer for the below Switchgear and those listed under section 1.1 of the Pricing Schedule:

Switchgear/Model
1. GEC K3AF
2. GEC K4AF
3. MAINTENANCE AND REPAIRS OF TRANSFORMERS

The information on this Returnable Schedule 15 shall reflect the basic work activities to be performed under this Contract. The City has a standard task list schedule for all the switchgear types to be maintained under this Contract. This schedule shall be used for the following:

- For evaluation purposes to benchmark all the submitted task lists
- To indicate the expected activities to be performed under the Contract.

All task lists submitted by Tenderers shall be categorised as follows:

Poor: Very basic and little detail.

Average: Generic maintenance schedule compiled more or less out of the manufacturer's manuals.

Comprehensive: **Tenderer** indicates a comprehensive knowledge of a specific switchgear type, with a detailed maintenance and quality plan, showing critical steps and any specific maintenance instructions from the manufacturer with additional maintenance instructions.

All submitted task lists shall remain the property of the City of Cape Town and the successful Tenderer shall not enforce copyrights on the City of Cape Town.

As part of this contract the successful tenderer shall prepare maintenance manuals and videos for all switchgear models (or as directed by the City of Cape Town) as grouped together in the table above. The manuals videos shall remain the property of the City of Cape Town and shall be submitted to the City within the first year of the contract.

The City reserves the right to procure any or all of the items 4.1 – 4.3 (Pricing Schedule) above from the tender with regards to the writing of maintenance manuals or producing videos.

21 Accommodation of Traffic

- 21.1 All traffic accommodation shall be in accordance with the Local Traffic Regulations including the City of Cape Town Traffic By-Laws.
- 21.2 The Contractor shall adhere to all traffic regulations and where necessary co-ordinate his activities with officials of the local Traffic Department
- 21.3 No Contractor may close any road without obtaining permission from the local Traffic Department.
- 21.4 The Contractor shall provide safe pedestrian access in all directions across the worksite in such a manner as to accommodate wheelchairs, pushcarts, prams and shopping trolleys.
- 21.5 Open trenches shall be barricaded on both sides at all times by using orange meshed barrier screen or red and white barrier tape applied at 600 mm and 1 200 mm above ground.
- 21.6 In areas of high pedestrian activity (e.g. Central Business areas) the Contractor shall be required to install an orange meshed barrier screen from ground level up to a height of 1 200 mm along the entire length of the trench.
- 21.7 The Contractor shall be responsible for the safety of the public and liable for any accident or injury to any member of the public as a direct result of on-going contract work.

- 21.8 Where barricading of excavations protrudes onto the roadway, flashing yellow lights shall be in operation at night in addition to highly visible road signs.
- 21.9 The Contractor shall provide and appropriately position (in accordance with the requirements of the local Traffic Department) for the duration of the work on site, an adequate supply of the following:
- “Men Working” road signs.
 - Traffic redirection road signs.
 - Orange traffic cones.
 - Flashing yellow lights.
 - White drums with reflective stickers.
 - Vertical chevron plates supported by sandbags.
 - Orange meshed barrier screen.
 - Any additional protective equipment required due to particular site circumstances or as instructed by this City of Cape Town Representative.
- 21.10 All the above-mentioned equipment shall be made available for inspection to the City of Cape Town Representative prior to commencement of work.

22 Site Security for Materials

- 25.1 The Contractor will be responsible for the security of all uninstalled material (and any equipment being used by him on site, which belongs to the City of Cape Town) from the time of collection and will be liable for any loss howsoever arising.
- 25.2 The Contractor will be responsible for the security of exposed services existing on site and will be liable for the cost of replacing and repairing any such services that may be lost or damaged on his work site.
- 25.3 The Contractor shall employ reliable security guards at short notice as deemed necessary to ensure that he can comply with the abovementioned requirements. An hourly rate for security services shall be quoted on the Pricing schedule for this purpose.

23 Material and Spares

Tendered price shall include all material necessary to perform maintenance activities per switchgear and transformer type, for example:

- 23.1 Normal consumables and cleaning solvents.
- 23.2 Replacement of all gaskets as specified by the manufacturer's manual and part numbers specified in section 5 of Pricing Schedule titled “SPARES LIST”. Rubber gaskets for switchgear top lids must be manufactured out EPDM, of closed cell construction and UV and oil resistant. Gaskets, including transformer top lids, must be clicked out of solid sheets and no cut and joined gaskets will be permitted.
- 23.3 Cork gaskets must be of the correct density for the purpose, for example for transformer top lids and sight glasses, a higher density gasket must be supplied.

Note: Gaskets not considered as consumables, but to be itemized in invoice for maintenance.

- 23.3.1 HRC fuses must be replaced with the Bussman branded type fuses (or equivalent) as part of normal maintenance. The City standardised on the following fuses (254 mm lengths oil immersed fuses and 360 mm for K3AF air fuses:

TRANSFORMER RATING (kVA)	FUSE RATING (A)
1000	80
800	80
630	80
500	50
315	50
200	25
160	25
22 m ² Mini rings (fuse switches)	80

- 23.4 Virgin oil only when required in abnormal cases and as specified in **OIL HANDLING**.
- 23.5 Should the Contractor be out of stock on certain spares, in order to prevent delays, the City of Cape Town may provide the material, but in this case the Tenderer must deduct the material cost from the costing at the holding cost of the material in the City of Cape Town store.
- 23.6 Cable box seams, band joint covers and top covers must be sealed with denso tape and/or putty or similar where applicable. This material must be itemised on the invoice.
- 23.7 The Contractor shall return all scrapped parts with the exception of consumables to the relevant depot.
- 23.8 All abnormal or ad-hoc spares items (not Tendered for) shall be sourced from available suppliers, subject to approval by the local City of Cape Town Representative and shall comply with the manufacturer's specifications. The contractor will be required to obtain a quote for the spares item sourced from a third party. The City will reimburse the Contractor for up to 5% of the landed cost as handling fee for the abnormal or ad-hoc spares sourced.

The spare items as per the Price list shall be regarded as the minimum spares stocked for this Contract.

The City reserves the right to inspect stock items as submitted by Tenderers. The Tenderers shall therefore ensure that they have in stock at least 70% of the material items listed in the price schedule. If spares are needed during the contract and the spares are not in the tender list, contractors will be required to strip from existing City of Cape Town stock against tendered ad-hoc labour rates, or quote spares from redundant switchgear sourced by the contractor. The City reserves the right to supply its own spares from the existing stock.

24 Site Facilities and Workshop Facilities

- 24.1 The Contractor will be responsible for ensuring that adequate potable drinking water is available on site at all times.
- 24.2 **Latrines**
- 24.2.1 The Contractor shall, if called upon to do so, provide and maintain proper latrine buildings at his own cost to the satisfaction of the Municipality's Medical Officer of Health. The Contractor shall place these in such positions as the City of Cape Town Representative may direct.
- 24.3 All faecal and urine, as well as all rubbish, kitchen refuse, etc. shall be removed daily and disposed of in compliance with Health Legislation. All receptacles for human excreta shall be provided with tight fitting covers which shall be securely applied during the process of removal and the receptacles shall be thoroughly and disinfected when empty.
- 24.4 On completion of the Works the Contractor shall clear and remove all traces of the said latrines and disinfect the site.
- All solids must be removed. Effluent generated during the disinfection must not be discharged into the storm water system. Effluent must be containerized and disposed of in a manner that is compliant with all the relevant by-laws.

- If the effluent is discharged to the sewer, the relevant Water Pollution Control Inspector must be contacted before discharging into the municipal network.

24.4.1 Any person employed by the Contractor found defecating and/or urinating, except in the places appointed for that purpose, shall be disciplined.

24.5 The Tenderer must have comprehensive workshop facilities within 70km from City of Cape Town Bloemhof Electricity Headquarters situated in Bellville consisting out of admin offices, workshop area with work benches and fixed plant suitable for medium voltage switchgear maintenance, storage facilities which are comprehensively stocked, spray booth, ablution facilities a system of good housekeeping, including an environmentally compliant waste disposal system.

24.6 If the tenderer does not currently have workshop facilities in the City of Cape Town municipal area, he must provide proof of an option to rent a workshop facility, should he become a successful tenderer.

24.7 Workshop facilities may be inspected.

25 Tools, Equipment and Instruments

25.1 All tools, equipment including crimping tools, compressors, safety board's etc. must be supplied and transported to site by the Contractor.

25.2 The contractor shall have the following hand tools for each kitted trailer/LDV/Van:

Hand Tools
300mm 2nd cut flat file
300mm 2nd cut round file
Allen key set 10-pce
Ball peen hammer 300g
Ball peen hammer 700g
Crimping tool (To 16mm) AK 18
Ball peen hammer 700g
Crimping tool 25-120 mm
Drill
Drill set (1 - 13)
Extension lead
Gas torch
Flat cold chisel 350 x 25
Hacksaw Junior
Hacksaw Senior
Longnose pliers 7"
Measuring tape 3m
Monkey wrench
Pliers
Pliers circlip
Pop rivet gun
Screw driver set 14-PCE
Set ring flat spanner 13 mm
Set ring flat spanners 10mm
Set ring flat spanners 15mm
Set ring flat spanners 17mm
Set ring flat spanners 19mm
Set ring flat spanners 9mm
Set square
Set surface drive sockets
Shifting spanner 12"
Shifting spanner 8"
Side cutter 8"
Silicon gun

Socket set - 19 mm (6-32)
Socket set 1/4
Spanner (21;23/24/25/26;27;28;29;30)
Spanner swivel head combination 10
Spanner swivel head combination 12
Spanner swivel head combination 13
Spanner swivel head combination 14
Spanner swivel head combination 17
Spanner swivel head combination 19
Spirit level - 600 mm
Stanley knife
Tiger set gauge
Tin snips
Tool box
Torch Hand Battery
Tube spanner set
Vice grip 250mm
Water pump pliers 12"
Wrench Torque 25 NM
Wrench Torque 110 NM
Wrench Ratchet 8-22 mm
Wire stripper

25.3 The contractor shall have the following Special Tools and Instruments:

Special Tools and Instruments (note all tools and instruments where specified must have valid certificate of calibration by SANAS Accredited Laboratory or OHS test reports to be attached with tender document)
1 x Oil polishing plant
1 x Pipette
3 x Oil Spill Kit
3 x Oil Spill Container
3 x Mobile compressor
3 x HV Proximity sensor (calibration certificate)
3 x Contact Resistance Tester (calibration certificate)
3 x Multimeter (calibration certificate)
3 x Torque wrench (calibration certificate)
3 x 10 kV Insulation tester (calibration certificate)
3 x Standby generator
3 x Portable earths
3 x Hand tools comprehensive set, including special tools
3 x Digital Camera with a minimum of 8 megapixels
1 x Primary current injection test <i>(or a combination unit of Primary current injection test and Secondary injection test set)</i>
1 x Secondary injection test set <i>(or a combination unit of Primary current injection test and Secondary injection test set)</i>
1 x Mag curve test set
1 x Laptop computer

25.4 All tools as specified in the Original Equipment Manufacturer (OEM) Operating and Maintenance Manuals are to be utilized as well as any other specialized tools specified in this Tender.

25.5 The Contractor is required to provide a list detailing tools and equipment which will be used during the contract period. Refer to Schedule 16 - Annexure C.

26 Equipment Tests

The relevant tests as specified in the OEM Operating and Maintenance Manuals or as specified by the City of Cape Town are to be conducted with the correct equipment and all readings recorded on the maintenance report.

27 Reliable Transport

- 27.1 In view of the importance of maintenance without delay and operating reliably in the area at all times, it is imperative that the Contractor's vehicles should be in sound roadworthy condition and reliable. Should frequent vehicle breakdowns result in undue delays, the Contractor will be instructed to hire or purchase reliable vehicles at his own expense.
- 27.2 The City of Cape Town representative reserves the right to conduct random inspections of the Contractor's vehicles. Any defects identified shall be rectified as requested and the City of Cape Town representative decision shall be final and not subject to objections.
- 27.3 The Contractor's vehicles shall be in good condition, clean and presentable at all times as they represent the City of Cape Town.

28 Protective Clothing

- 28.1 The Contractor must provide all personal protective equipment (PPE) for all employees. This shall include the following and any other protective clothing required as approved by City of Cape Town – Electricity Services Occupational Health and Safety Department:
- Overalls
 - Safety boots
 - Heavy duty work gloves
 - 1000V Insulated gloves (Where Necessary)
 - Hard hats (Helmet)
 - Reflective traffic bibs
 - Rain suits
 - Fall arrest Harness (Where necessary)

29 Workmanship and Behaviour

- 29.1 The quality of work must be of the highest standard as per approved Task Lists taking into consideration the risks associated with poor workmanship.
- 29.2 All maintenance activities performed under this contract shall be subject to thorough inspection by the City of Cape Town. Any damages or failures that occur to the switchgear within a period of twelve (12) months after the maintenance shall be investigated and if found to be as a result of poor workmanship, the repairs to the Switchgear shall be for the Contractor's account.
- 29.3 Employees of the Contractor are required to be courteous and professional on site, and are to be dressed neatly in a uniform manner that would reflect professionalism.
- 29.4 Any potential inconvenience to any member of public e.g. driveway crossings must be discussed with the member of public in question before the commencement of work.

30 Penalties

- 30.1 The City of Cape Town will institute a penalty for the inferior quality of workmanship. Penalties shall be based on any cost the City of Cape Town incurred due to the rectification of the inferior workmanship including any other loss and claims incurred as a result thereof.
- 30.2 Should equipment not be ready for maintenance at the contractor's scheduled arrival time on site or the City of Cape Town employees are late, the contractor may claim standing time according to the Pricing Schedule: Labour Cost for Ad-hoc work, item 3.12. Standing time shall be applicable after an hour where the contractor waits for the City of Cape Town employees to arrive on site. The contractor shall report such delays immediately and verbally to the City of Cape Town representative. Thereafter, the contractor shall confirm standing time in writing within twenty four (24) hours.
- 30.3 Should a need arise for cancellation of scheduled maintenance to the contractor, this shall be done at least 24 hours prior to the maintenance date failing which where a commitment was made by the District or an agreement was reached and/or a purchase order was issued, the contractor has the right to charge the cancellation fee which can make out a percentage of the planned labour cost quoted in the price schedule (3.11). The cancellation fee shall be capped to a maximum of 10% of the purchase order. The City of Cape Town has a right to charge for costs accrued to arrange the outage.

- 30.4 Cancellation of work shall be on mutual agreement between the Contractor and the City of Cape Town Representative. If agreement cannot be reached, the City of Cape Town Representative will have final decision. Scoping of individual work is to be done by the City of Cape Town Representative. Under no circumstances will the contractor be requested to scope and quote for any work to be done under this contract. No claim for the scoping of work from the contractor will be entertained.
- 30.5 Should the Contractor fail to arrive on site to commence planned work, all costs incurred by the City of Cape Town as a result of the non arrival e.g. vehicle, staff and incidental costs will be deducted from the contractor's payable invoice when the planned work is re-scheduled.
- 30.6 Should the Contractor arrive late to site to commence planned work, a penalty fee of 5 % of the purchase order value will be charged against the Contractor after an hour where the City of Cape Town employees wait for the Contractor to arrive. Continuous failure to arrive to site by Contractor shall be deemed as breach of Contract and the necessary steps shall be taken against him.

31 Contactability of Site Supervision

Site supervisors must be provided with cell phones to facilitate easy communication with members of the City of Cape Town. The City of Cape Town must be provided with a list of all phone numbers on commencement of the contract.

32 Submission of Invoices

The Contractor shall only perform duties only after receipt of a Purchase Order from the relevant District. In the case of emergency, the Orders shall be created the following working day. The Contractor will be required to submit invoices and prescribed task lists on completion of the work for which he will be held responsible. The invoices and checklists will be countersigned by the City of Cape Town representative after which it will be submitted to the accounts payable department.

It is important to note that no invoices will be paid unless accompanied by a full technical report (completed task list) on work completed, photos of work as described in clause 19 and additional findings (if any). No invoices will be approved for payment unless accompanied by a comprehensive maintenance report.

33 Insurance

In addition to the insurances required in terms of General Conditions of Contract Clauses 11 the following insurance is also required:

- Public liability insurances shall be in the name of the Contractor, covering the Contractor and the City of Cape Town 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.
- Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.
- Insurance to the value of R2,5 million for damage to or physical loss of property of the Employer that is not part of the work, arising directly from the execution of the Works.
- The Contractor agrees to take Insurance to the value of R2,5 million to cover damages caused by the Contractor to the City of Cape Town equipment while carrying out his duties.

Details of this insurance are to be submitted prior to the commencement of the contract.

34 Information Required

34.1 The following information, together with the tender offer, shall be submitted by each Tenderer:

35.1.1 A detailed schedule of work undertaken in the last two (2) years which covers the following:

- a) A complete list of all makes of Switchgear as specified in this specification that the Tenderer has performed, maintenance and refurbishment work on – specifying voltage and power ratings of the equipment.
- b) Maintenance reports for the switchgear mentioned in a)
- c) A complete list of all customers and the nature of the equipment that, maintenance and refurbishment tasks were performed on.

34.2 The successful Tenderer shall, prior to commencement of any work:

- 34.2.1 Appoint a competent person to sign and submit the “Agreement by a Mandatory in respect of the Occupational Health and Safety Act 1993” Form (See Returnable Schedule).
- 34.2.2 Supply proof of public liability insurance to indemnify the Municipality from public liability claims up to R20 million.
- 34.2.3 Provide the Directorate Representative with a list of cell phone numbers of his staff required to be contactable.

35 Occupational Health and Safety Specification

The Contractor shall comply with the Occupational Health and Safety Act, Act 85 of 1993 as amended (OHS Act) and the relevant regulations framed under the OHS Act. It should be noted that the Specification generally describes the end product and not specific methods. As the methods of MV switchgear and transformer maintenance to be used are generally determined by the Contractor, detailed safety requirements applicable to all the operations to be carried out on Site are not provided in the contract documentation. The Contractor shall apply all the relevant safety regulations and requirements to the work methods and materials used.

- 35.1 The Contractor shall prepare and maintain a Health and Safety File in respect of the MV switchgear and transformer maintenance contract, which shall be available for inspection on site at all times. The Contractor shall submit at commencement of contract a Health and Safety File that will be subjected to an audit at contract management stage.
- 35.2 The Contractor shall take into account, inter alia, the following conditions when complying with the OHS Act:
 - Live high voltage, medium and low voltage electrical equipment
 - Existing utility services e.g. water, sanitation, gas, telecommunications etc.
 - Surrounding land use
 - Adverse weather conditions
 - Wild animals such as snakes, spiders and scorpions
 - Falling objects
 - Potential exposure to falling either from, off or into
 - Collapsing or caving in of excavations
 - Independently moving mobile plant
 - Lifting machinery
 - Volatile situations (crime and gangsterism)
 - Shift work risk (high stress levels)
 - Contagious pathogens
- 35.3 Construction Materials
The following commonly used construction materials and substances potentially pose health and safety Hazards:
 - All materials contained in pressurized containers
 - Bitumen products
 - Cement
 - Epoxies
 - Insulating oils and compounds
 - Lime and other stabilizing agents

- Paints
- Sulphur hexafluoride gas
- Tar products
- Timber preservatives

The Contractor shall take appropriate measures to manage the risks associated with the use of all the materials required to complete the Works, i.e. not only those listed in 38.3 above, and shall, inter alia, implement all the precautionary measures provided by manufacturers and suppliers for the storage, use and application of materials used.

35.4 Use of Site by Employer

The Contractor shall permit the City of Cape Town continuous access to the site in order to operate and maintain the existing electrical plant.

35.5 Health and Safety Plan

In compliance with Occupational Health and Safety Act the Contractor shall submit a comprehensive Health and safety plan for approval by the City of Cape Town representative. The health and safety plan shall address all Identified hazards on site and shall include but not be limited to:

The safety management structure including the names of all designated persons such as the site supervisor and any other competent persons;

Safety method statements and procedures to be adopted to ensure compliance with the OHS Act. Aspects to be addressed shall include, as a minimum:

- Storage and use of materials
- The use of tools, vehicles and plant (lifting equipment in particular)
- Temporary support structures (where necessary)
- Protection against falling items
- Working at height
- Excavation work
- Working in close proximity to live underground and overhead electrical services
- Public vehicle and pedestrian traffic accommodation measures
- The provision and use of temporary services
- Compliance with way-leaves, permissions and permits
- Safety equipment, devices and clothing to be employed
- Emergency procedures
- Induction and training
- Provision of MV switchgear and transformer maintenance health and safety file and other documentation
- The outbreak of highly contagious pathogens of epidemic or pandemic proportion
- Arrangements for monitoring and control to ensure compliance with the safety plan

A Health and Safety Plan at contract stage shall be site specific.

36 Employment of Security Personnel

36.1 It will be the Contractor's responsibility to supply sufficient security to carry out the work as specified in this tender subject to the approval of the engineer.

36.2 All security staff employed by the Contractor must be registered with Private Security Industry Regulatory Authority (PSiRA). Proof of such registration must be made available to the Engineer upon request. The Contractor will do a site specific risk assessment to identify the Security Guard required from the table below, the specific level of security to be utilised shall be approved by the Engineer.

36.3 A fixed hourly rate for security services shall be quoted on the Schedule of Rates for this purpose.

Below is the list of security guard grade preferred for this contract:

Security Guard Grade	Functions
Grade B	Primary function is access control in high-risk areas where documentation and basic computer skills might be required. A site or shift commander. Managing of lower grade security officers. Possible inspector doing site visits.
Grade D	Primary function is access control

37 Local Office and Workshop facilities

The successful tenderer shall have a local office and Workshop facilities within the City of Cape Town Municipality boundaries before the commencement of the contract through which all communication with the employer will flow, and where the majority of work in terms of this contract will be carried out including storage and safekeeping of materials. If the tenderer does not have a Storage facility, then the tenderer must have proof of lease of a local office and workshop facilities. The tenderer shall be given 30 days to setup the office. The address of the local office, workshop facility and pictures must be in provided before commencement of contract.

38 Sundries

Miscellaneous small items used in the maintenance of switchgear and transformers, such as cleaning solvents, rags, sealants etc.

39 Forms for Contract Administration

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

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

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

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

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

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

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

40 Trade Names or Proprietary Products

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

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

[illegible]

MONTHLY PROJECT LABOUR REPORT

BENEFICIARY DETAILS AND WORK INFORMATION



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

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												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												

0 0 R -

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

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

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

TENDER NO. AND
DESCRIPTION:

223S/2020/21 - MV Switchgear, Transformer and Mini Substation Maintenance and Training

SUPPLIER:

B-BBEE SUB-CONTRACT EXPENDITURE REPORT

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

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

¹Documentary evidence to be provided

Total:

R

Expressed as a percentage of P*

%

Signatures

Declared by
supplier to be
true and
correct:

.....

Date:

Verified by
CCT Project
Manager:

.....

Date:

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

**TENDER NO. AND
DESCRIPTION:**

223S/2020/21 - MV Switchgear, Transformer and Mini Substation Maintenance and Training

SUPPLIER:

PARTNERSHIP/ JOINT VENTURE (JV)/ CONSORTIUM EXPENDITURE REPORT

Rand value of the contract (as defined
in
Schedule 4: Preference Schedule) (P*)

R

B-BBEE Status Level of Partnership/
Joint Venture (JV)/ Consortium

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

¹Documentary evidence to be provided

Signatures

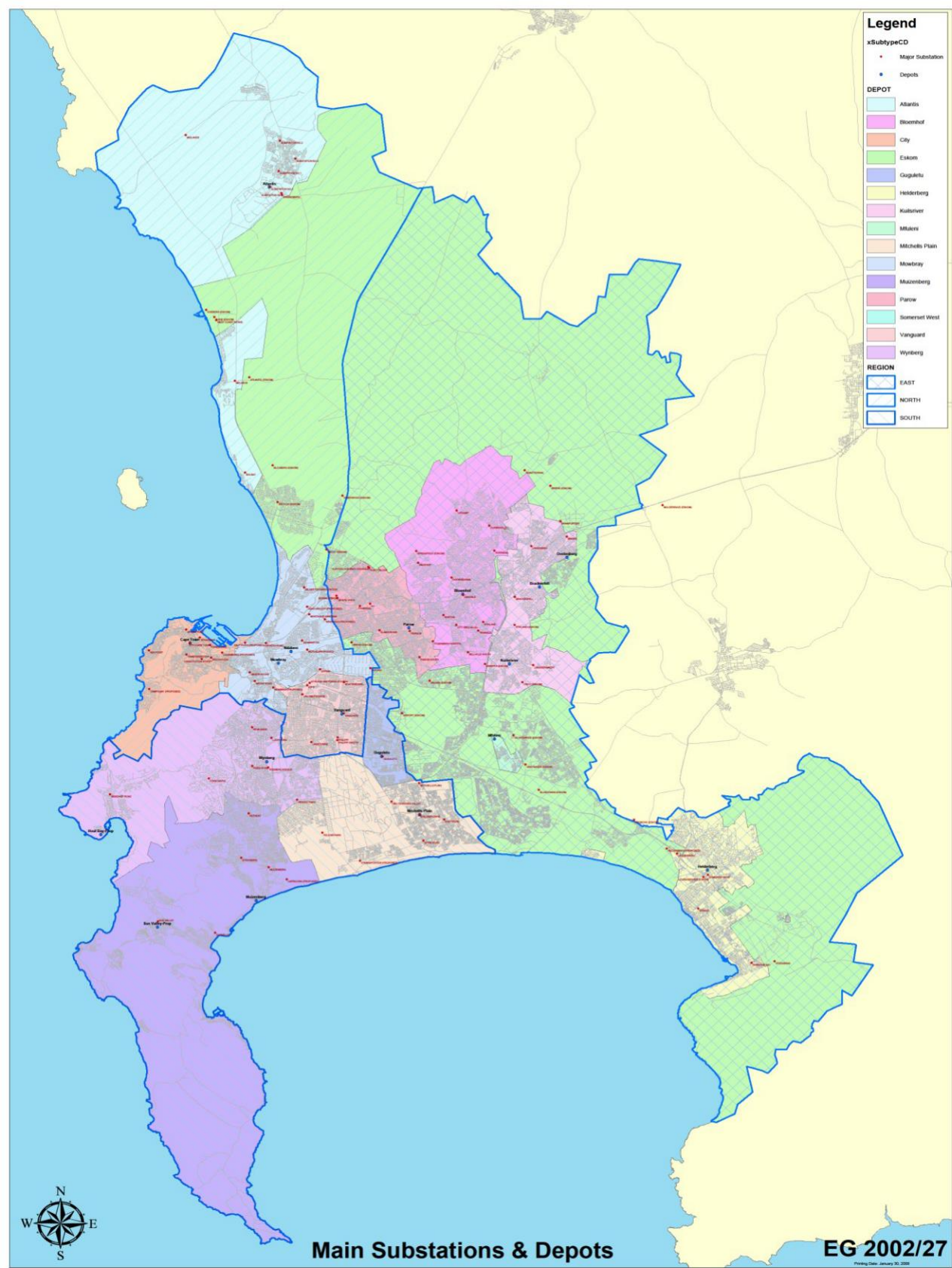
Declared by
supplier to be
true and
correct:

Date: _____

Verified by
CCT Project
Manager:

Date: _____

ADDENDUM A- AREA MAP



ADDENDUM B - 100W HEATER SCHEMATIC DIAGRAM

HEATER FITMENT PROCEDURE FOR LM GEAR

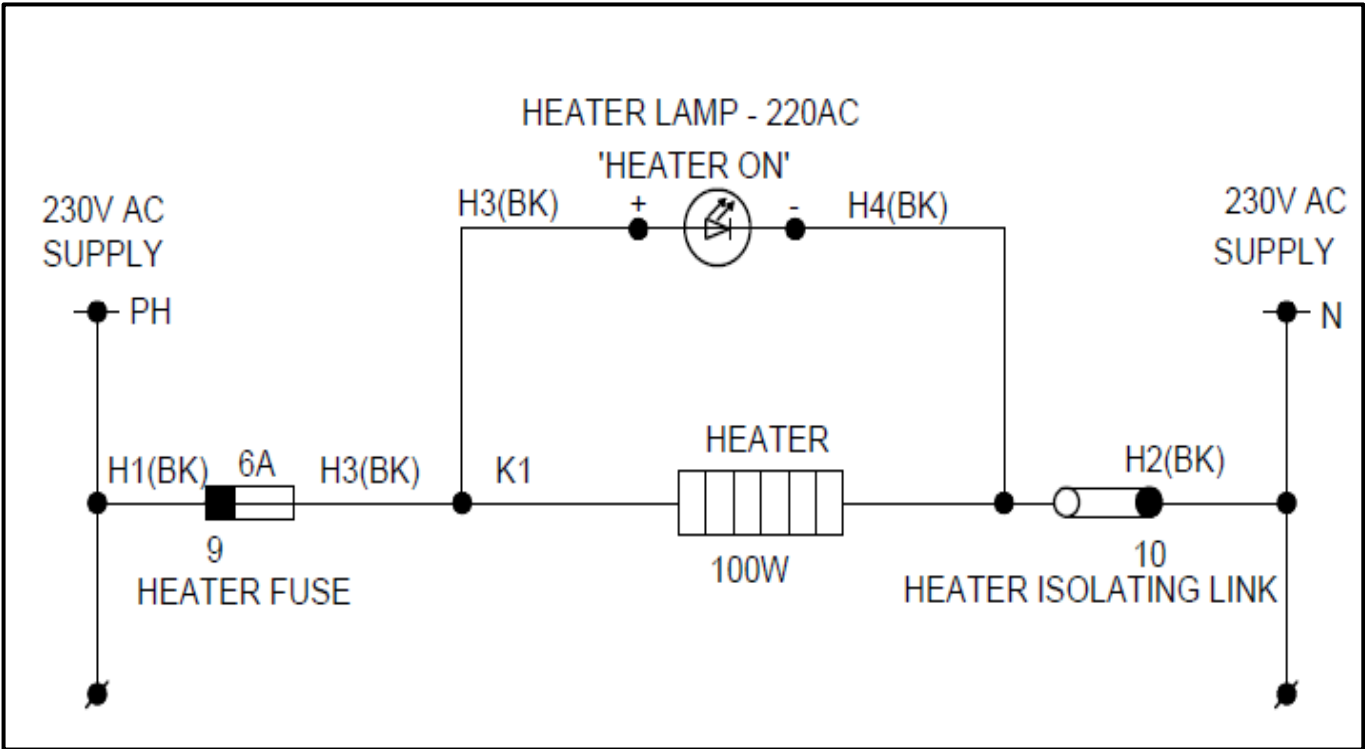


ABB LMR DIAGRAM

