


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

TENDER NO: 214S/2023/24

TENDER DESCRIPTION: PROVISION OF LV AND MV METER INSTALLATION SERVICES

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

CLOSING DATE **06 May 2024**

CLOSING TIME **10:00 am**

TENDER BOX NUMBER **126**

TENDER FEE **R200.00**

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

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

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

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

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THE TENDER

T.1 GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	05 April 2024
SITE VISIT/CLARIFICATION MEETING	:	NOT APPLICABLE
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	NOT APPLICABLE
TENDER BOX & ADDRESS	:	<p>Tender Box as per front cover at the Tender & Quotation Boxes Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.</p> <p>The Tender Document (which includes the Form of Offer and Acceptance) completed and signed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement “TENDER NO. 214S/2023/24: - PROVISION OF LV AND MV METER INSTALLATION SERVICES: ”, the tender box number. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.</p> <p>If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer’s responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.</p>
CCT TENDER REPRESENTATIVE	:	Email: scm1.energy@capetown.gov.za

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

T.2 CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

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

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

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

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

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

2.1.2 Interpretation

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

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

2.1.3 Communication during tender process

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

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

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

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

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

2.1.5 Procurement procedures

2.1.5.1 General

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

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

The contract period shall be for a period of **36** months from the commencement date of the contract.

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

2.1.5.3 Nomination of Standby Bidder

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

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

2.1.6.1 Disputes, objections, complaints and queries

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

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

2.1.6.2 Appeals

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

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

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

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

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

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

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

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

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

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

2.1.6.7 Compliance to the CCTs Appeals Policy.

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

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

The current surcharge for vexatious and frivolous or otherwise manifestly inappropriate tender related

appeals will be calculated as ½ (Administrative cost of the tender appeal) + 0.25 % (Appellant's tender price).

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

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

2.1.7 CCT Supplier Database Registration

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

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

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

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

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

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

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

2.2 Tenderer's obligations

2.2.1 Eligibility Criteria

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

2.2.1.1.1 Submit a tender offer

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

2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

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

- a) A completed **Details of Tenderer** to be provided (applicable schedule below to be completed);

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

2.2.1.1.3 Compulsory clarification meeting – NOT APPLICABLE

2.2.1.1.4 Minimum score for functionality – NOT APPLICABLE

2.2.1.1.5 Responsiveness Criteria

The Tender will be declared non-responsive if any of the following items are not submitted (Refer to Returnable Schedule 13). The City of Cape Town reserves the right to request further information as required during evaluation:

1. At minimum, two (2) NRS040 qualified responsible person with valid certificate,
2. At minimum, two (2) staff members with accreditation certificate in accordance with SANS 474 Class 4 meter worker.
3. Pro-forma Health and Safety plan (Safety specification CTES 067 -Annexure K to be used as guideline).
4. Pro-forma contract appointment letter and ECSA registration details of the Professional Engineer / Technologist appointed by the tenderer,

2.2.1.1.7 Provision of samples

Only those tenders submitted by tenderers who provided acceptable samples as stated in the Tender Specifications will be declared responsive. Samples may be required as per detailed specification (clauses 2.3 and 6).

2.2.2 Cost of tendering

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

2.2.3 Check documents

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

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

2.2.4 Confidentiality and copyright of documents

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

2.2.5 Reference documents

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

2.2.6 Acknowledge and comply with notices

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

2.2.7 Clarification meeting

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

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

2.2.8 Seek clarification

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

2.2.9 Pricing the tender offer

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

2.2.10 Alterations to documents

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

2.2.11 Alternative tender offers

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

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

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

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

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

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

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

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

2.2.12 Submitting a tender offer

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

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

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

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

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

2.2.12.6 The CCT shall not assume any responsibility for the misplacement or premature opening of the tender

offer if the outer package is not sealed and marked as stated.

2.2.12.7 Tender offers submitted by facsimile or e-mail will be rejected by the CCT, unless stated otherwise in the Conditions of Tender.

2.2.12.8 By signing the offer part of the Form of Offer (**Section C2, Part A hereto**) the tenderer warrants and agrees that all information provided in the tender submission is true and correct.

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

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

2.2.13 Information and data to be completed in all respects

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

2.2.14 Closing time

2.2.14.1 The tenderer shall ensure that the CCT receives the tender offer, together with all applicable documents specified herein, at the address specified in the General Tender Information herein prior to the closing time stated on the front page of the tender document.

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

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

2.2.15 Tender offer validity and withdrawal of tenders

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

2.2.15.2 Notwithstanding the period stated in clause 2.2.15.1 above, bids shall remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the CCT is notified in writing of anything to the contrary by the bidder. The validity of bids may be further extended by a period of not more than six months subject to mutual agreement by the parties, administrative processes and upon approval by the City Manager, unless the required extension is as a result of an appeal process or court ruling.

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

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

- a) it shall be liable to the CCT for any additional expense incurred or losses suffered by the CCT in having either to accept another tender or, if new tenders have to be invited, the additional

expenses incurred or losses suffered by the invitation of new tenders and the subsequent acceptance of any other tender;

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

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

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

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

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

2.2.17 Provide other material

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

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

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

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

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

2.2.18 Samples, Inspections, tests and analysis

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

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

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

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

2.2.19 Certificates

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

2.2.19.1. Preference Points for Specific Goals

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

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

2.2.19.2 Evidence of tax compliance

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

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

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

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

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

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

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

2.2.21 Claims arising from submission of tender

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

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

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

2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

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

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

2.3.2 Issue Notices

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

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

2.3.3 Opening of tender submissions

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

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

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

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

2.3.4 two-envelope system

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

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

2.3.5 Non-disclosure

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

2.3.6 Grounds for rejection and disqualification

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

2.3.7 Test for responsiveness

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

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

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

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

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

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

2.3.8 Arithmetical errors, omissions and discrepancies

2.3.8.1 Check the responsive tenders for:

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

- ii) The summation of the prices; or
- iii) Calculation of individual rates.

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

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

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

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

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

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

2.3.9 Clarification of a tender offer

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

2.3.10 Evaluation of tender offers

2.3.10.1 General

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

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

- a) If the selected method is based on bidders supplying rates or percentages for outer years, comparative prices would be determined over the entire contract period based on such rates or percentages.
- b) If the selected method is based on a formula, indices, coefficients, etc. that is the same for all bidders during the contract period, comparative prices would be the prices as tendered for year one.
- c) If the selected method is based on a formula, indices, coefficients, etc. that varies between bidders, comparative prices would be determined over the entire contract period based on published indices relevant during the 12 months prior to the closing date of tenders.
- d) If the selected method includes an imported content requiring rate of exchange variation,

comparative prices would be determined based on the exchange rates tendered for the prices as tendered for year one. The rand equivalent of the applicable currency 14 days prior to the closing date of tender will be used (the CCT will check all quoted rates against those supplied by its own bank).

- e) If the selected method is based on suppliers' price lists, comparative prices would be the prices as tendered for year one.
- f) If the selected method is based on suppliers' price lists and / or rate of exchange, comparative prices would be determined as tendered for year one whilst taking into account the tendered percentage subject to rate of exchange (see sub clause (d) for details on the calculation of the rate of exchange).

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

2.3.10.2 Decimal places

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

2.3.10.3 Scoring of tenders (price and preference)

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

- 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:

The 80/20 preference point system will apply to this tender

The 80/20 preference point system will apply to this tender or the lowest acceptable tender will be used to determine the applicable preferences

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:

$$P_s = 80 \times \left(1 - \frac{P_t - P_{min}}{P_{min}}\right)$$

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

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

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

#	Specific goals allocated points	Preference Points (80/20) Equal/ below R50 mil	Evidence	Additional Guidance
<i>Persons, or categories of persons, historically disadvantaged- (HDI) by unfair discrimination on the basis of</i>				
1	Gender are women (ownership)* >75% - 100% women ownership: 5 points >50% - 75% women ownership: 4 points >25% - 50% women ownership: 3 points >0% - 25% women ownership: 2 points 0% women ownership = 0 points	5	<ul style="list-style-type: none"> Company Registration Certification Central Supplier Database report 	<ul style="list-style-type: none"> Issued by the Companies and Intellectual Property Commission Report name: CSD Registration report
2	Race are black persons (ownership)* >75% - 100% black ownership: 5 points >50% - 75% black ownership: 4 points >25% - 50% black ownership: 3 points >0% - 25% black ownership: 2 points 0% black ownership = 0 points	5	<ul style="list-style-type: none"> B-BBEE certificate; Company Registration Certification Central Supplier Database report 	<ul style="list-style-type: none"> South African National Accreditation System approved certificate or commissioned sworn affidavit Issued by the Companies and Intellectual Property Commission Report name: CSD Registration report
3	Disability are disabled persons (ownership)* WHO disability guideline >2% ownership: 3 points >0% - 2% ownership: 1.5 point 0% ownership = 0 points	3	<ul style="list-style-type: none"> Proof of disability Company Registration Certification 	<ul style="list-style-type: none"> Medical certificate/ South African Revenue Services disability registration Issued by the Companies and Intellectual Property Commission
<i>Reconstruction and Development Programme (RDP) as published in Government Gazette</i>				
4	Promotion of Micro and Small Enterprises <i>Micro with a turnover up to R20million and Small with a turnover up to R80 million as per National Small Enterprise Act, 1996 (Act No.102 of 1996)</i> <i>SME partnership, sub-contracting, joint venture or consortiums</i>	7	<ul style="list-style-type: none"> B-BBEE status level of contributor; South African owned enterprises; Financial Statement to determine annual turnover 	<ul style="list-style-type: none"> Specifically in line with the respective sector codes which the company operates, South African National Accreditation System approved certificate or commissioned sworn affidavit Certificate of incorporation or commissioned sworn affidavit Latest financial statements (1 Year)
	Total points	20		

*Ownership: main tendering entity

2.3.10.5 Risk Analysis

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

- reasonableness of the financial offer
- reasonableness of unit rates and prices

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

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

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

2.3.11 Negotiations with preferred tenderers

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

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

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

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

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

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

2.3.12 Acceptance of tender offer

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

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

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

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

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

- a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing, complies with the legal requirements, if any, stated in the tender data, and
- e) is able, in the opinion of the CCT, to perform the contract free of conflicts of interest.

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

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

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

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

2.3.13 Prepare contract documents

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

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

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


2.3.14 Notice to successful and unsuccessful tenderers

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

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

2.3.15 Provide written reasons for actions taken

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

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
SUPPLY CHAIN MANAGEMENT		
SCM - 542	Approved by Branch Manager: February 2024	Version: 10 | Page 21 of 80

TENDER NO: 214S/2023/24
TENDER DESCRIPTION: PROVISION OF LV AND MV METER INSTALLATION SERVICES
CONTRACT PERIOD: 36 MONTHS FROM THE COMMENCEMENT DATE OF THE CONTRACT

THE CONTRACT

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

AND

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

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

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

C.1 DETAILS OF TENDERER/SUPPLIER

1.1 Type of Entity (Please tick one box)

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

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

Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual /Sole Proprietor	
Trading as (if different from above)	
Company / Close Corporation registration number (if applicable)	
Postal address	Postal Code _____
Physical address (Chosen Domicilium Citandi Et Executandi)	Postal Code _____
Contact details of the person duly authorised to represent the tenderer	Name: Mr/Ms _____ (Name & Surname) Telephone :(_____) _____ Fax :(_____) _____ Cellular Telephone: _____ E-mail address: _____
Income tax number	
VAT registration number	
SARS Tax Compliance Status PIN	
CCT Supplier Database Registration Number (See Conditions of Tender)	
National Treasury Central Supplier Database registration number (See Conditions of Tender)	
Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	<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	

C.2 FORM OF OFFER AND ACCEPTANCE

**TENDER 214S/2023/24: PROVISION OF LV AND MV METER
INSTALLATION SERVICES**

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

The tenderer, identified in the offer signature table below,

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

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

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

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

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

INITIALS OF CCT OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 214S/2023/24: PROVISION OF LV AND MV METER INSTALLATION SERVICES

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

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

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

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

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

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

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

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

FORM OF OFFER AND ACCEPTANCE (continued)

**TENDER 214S/2023/24: PROVISION OF LV AND MV METER
INSTALLATION SERVICES**

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

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

The..... (Day)

Of..... (Month)

20..... (year)

At..... (Place)

For the Supplier: Signature(s)

Name(s)

Capacity

Signature and name of witness:

Signature Name

C.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

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

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

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

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

Witness

Mandatory

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

Witness

for and on behalf of
CCT

C.4 PRICE SCHEDULE

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

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

Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the Conditions of Tender.
- 5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 5.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 5.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 5.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the CCT may also perform a risk analysis with regard to the reasonableness of such rates.**
- 5.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.
- 5.8 Accredited Training Provider(as referred to in Schedule C5, clause 2.2 of the Specification). The costs and sourcing of such training will be for the tenderer's account.
- 5.9 All Items will be evaluated and awarded on the basis laid out in the Conditions of Tender.

INITIALS OF CCT OFFICIALS		
1	2	3

Item No.	Description	Short text	unit	Firm unit price delivered (excl. VAT) R		
				2025-07-01 to 2026-06-30	2026-07-01 to 2027-06-30	2027-07-01 to 2028-06-30
1	Installation of LV metering by Class 2 meter worker: (For three phase prepayment and whole current meters)					
1.1	Replacement or installation and commissioning of metering per point with free issue meter as per drawing no. SK5200	Class 2 Install	each	R	R	R
2	Installation of LV metering by Class 3 meter worker: (For CT-metering.)					
2.1	Replacement or installation and commissioning of metering per point with free issue meter as per drawing no. SK5200	Class 3 Install	each	R	R	R
2.2	Supply and install backing board and panel wiring along with free-issue components such as test block, fuse carriers and fuse cartridges	LV board supply & install	each	R	R	R
2.3	Replacement or installation of low voltage current transformers per set with free issue CTs	Install LV CTs	each	R	R	R
3	Installation of MV metering by Class 4 meter worker: (CT and VT metering)					
3.1	Replacement or installation and commissioning of metering per point with free issue meter as per drawing no. SK5200	Class 4 Install	each	R	R	R
3.2	Supply and install backing board and panel wiring along with free-issue components such as test block, fuse carriers and fuse cartridges	MV board supply & install	each	R	R	R
4	Surface Fitment:					
4.1	Surface Mount Kiosk: Installation of free-issue surface mount metering kiosk as per drawing no. SK5200	Install surface kiosk	each	R	R	R
4.2	Supply and installation of surface mount metering kiosk as per drawing no. SK5200	Supply & install surface kiosk	each	R	R	R
4.3	Supply and install surface mounting box (150 mm x 200 mm auxillary box) for communication equipment	Supply & Install surface box	each	R	R	R

Item No.	Description	Short text	unit	Firm unit price delivered (excl. VAT) R		
				2025-07-01 to 2026-06-30	2026-07-01 to 2027-06-30	2027-07-01 to 2028-06-30
5	Ground works:					
5.1	Trenched Cabling: Excavate and backfill for armoured cable including way leave approval, per metre length	Excavate & backfill	per m	R	R	R
5.2	Free-Standing Metering Kiosk: Installation of free-standing metering kiosk (free-issue) including way leave approval as per drawing no. SK5200	Install ground kiosk	each	R	R	R
5.3	Free-Standing Metering Kiosk: Supply and installation of free-standing metering kiosk including way leave approval as per drawing no. SK5200	Supply & install ground kiosk	each	R	R	R
5.4	Reinstatement: Sidewalk reinstatement in accordance with CCT Roads specifications per running metre length	Reinstate sidewalk	per m	R	R	R
6	Cabling per applicable SANS specification:					
6.1	Supply and install cable 12 core 4 mm ² Cu 600V/1000V armoured, SANS specified	Supply & install 12c4mm	per m	R	R	R
6.2	Supply and install cable 4 core 35 mm ² Cu 600V/1000V armoured, SANS specified	Supply & install 4c35mm	per m	R	R	R
6.3	Supply and install cable 4 core 16 mm ² Cu 600V/1000V armoured, SANS specified	Supply & install 4c16mm	per m	R	R	R
6.4	Supply and install CAT6 HDPE black outdoor Ethernet cable, SANS specified	Supply & install Ethernet	per m	R	R	R
7	Single-phase AMI meter:					
7.1	Install meter AND modem	Install AMI+M	each	R	R	R
7.2	Replace meter AND modem	Replace AMI+M	each	R	R	R

Item No.	Description	Short text	unit	Firm unit price delivered (excl. VAT) R		
				2025-07-01 to 2026-06-30	2026-07-01 to 2027-06-30	2027-07-01 to 2028-06-30
7.3	Replace modem ONLY	Replace M	each	R	R	R
8	After hour rates (Single-phase AMI meter):					
8.1	To replace meter AND modem	AH AMI+M	each	R	R	R
9	General and administrative services:					
9.1	Price for the supply of general and administrative services for each meter installed/replaced	Admin Serv.	each	R	R	R
10	Contingencies:					
10.1	Maximum of 15 % per purchase order value	Contingency	%	15 %	15 %	15 %

C.5 SPECIFICATION(S)

1. BACKGROUND

- 1.1 The City of Cape Town Electricity Generation and Distribution Department is expanding its commercial and industrial metering infrastructure. To achieve project targets it is required to supplement its own capacity by appointing contractors for the installation of metering equipment as per the attached specification.
- 1.2 The maximum number of meter installations during the contract period may exceed 2000 per annum.
- 1.3 It is envisaged that a main and alternative contractor be awarded. The alternative contractor will be used on written refusal of order by the main contractor.

1. SCOPE OF WORK

- 1.1 All supervisory staff are to be accredited in accordance with NRS040. At minimum, two (2) supervisors will be required.

2.2 Accreditation

Tenderers must have in his employ applicable meter workers in accordance with SANS 474. No purchase order will be issued to the appointed contractor if the City is not in possession of the relevant class meter worker certification for the job.

Accreditation as Class 2, 3 and 4 meter worker must be performed by an external accredited training provider. The costs and sourcing of such training will be for the tenderer's account.

All work to be executed in accordance with SANS 474 and Electricity Drawing Group SK 5200 (Appendix E) by the applicable meter worker.

2.3 Quantities and wayleaves

Quantities indicated in clause 1.2 are maximum predictions only and prices tendered are per installation irrespective of location in the City of Cape Town and final quantities.

For the supply of backing boards and wiring, one brickwork-sample for each type of meter installation contracted shall be delivered within 21 days of contract award free of charge. These shall be labeled clearly with the contractors name for reference purposes.

For the supply of minor items of the tender, tenderers should note the following:

- equivalent components are allowed only if samples are approved in writing by the project manager;

All way-leave arrangements, where applicable, to be done by contractor via Electricity Generation and Distribution Drawing Offices:

Senior Professional Officer: Area East: Khanyisa.TyaliNcithi@capetown.gov.za

(021) 444 8340 / 0781750146;

Senior Professional Officer: Area North: Daniel.DeVilliers@capetown.gov.za

(021) 444 2155 / 0832362127;

Senior Professional Officer: Area South: Andre.Upton@capetown.gov.za

(021) 400 4780 / 0844322568.

3. SINGLE-PHASE AMI METER

- 3.1 Contractor to provide pricing per single-phase AMI meter and modem INSTALLATION in an outward-facing box on the boundary wall. Including checking of communication and master data feedback via supplied mobile device.
- 3.2 Contractor to provide pricing per single-phase AMI meter and modem REPLACEMENT in an outward-facing box on the boundary wall. Including checking of communication and master data feedback via supplied mobile device.
- 3.3 Contractor to provide pricing per modem REPLACEMENT in an outward-facing box on the boundary wall. Including checking of communication.
- 3.4 After-hour rate for 3.2

4. GENERAL AND ADMINISTRATIVE SERVICES

- 4.1 Contractor to provide pricing per meter installation/replacement which for general and administrative services in the execution of this tender. The Tenderer is required to appoint data capture clerks with at least a Grade 12 qualification to act on behalf and working under the supervision of the City in the functional areas.
- 4.2 The City of Cape Town will provide accommodation and systems training for the Tenderer where it is required for his staff to work as applicable
- 4.3 The administrative work performed by the contractor at his own premises relating to the replacement of meters is excluded from the limit of administrative staff required by the City of Cape Town as detailed in clause 3.4 below
- 4.4 The following services shall be included as a cost per meter replacement in the pricing schedule: (one person required to replace 10 meters per day for calculation purposes):
 - i. Identification of meter to be replaced, master data and purchase history checks;
 - ii. Update of master data on SAP, including the uploading of evidence such as photographs;
 - iii. Creation of various types of notifications on SAP;
 - iv. Verify and issue kWh units remaining on removed prepayment meters and update Vending System and SAP of meter changes;
 - v. Capturing and update notifications with information relating to meter replacements including details on any unregistered meters found on site;
 - vi. Liaising directly with customers regarding queries;
 - vii. Recording and reporting daily statistics for meter changes, disconnections and reconnections;
 - viii. Providing support to field staff;
 - ix. Record-keeping and filing of documentation.
- 4.5 Curriculum Vitae of administrative staff shall be included in the offer.

5. PROFESSIONAL SERVICES

- 5.1 Tenderer shall be required to appoint an independent ECSA-registered Professional Engineer or Professional Technologist to act on behalf of the CCT
- 5.2 The rate of each meter installation or replacement shall include professional services which will cover the following:
 - 5.2.1 Safety plan,
 - 5.2.2 Project management services,
 - 5.2.3 Safety, quality control, inspections and certification of payment on completion,
 - 5.2.4 Hand-over certificates,

5.2.5 Handling site queries and complaints emerging from services provided and determining solutions to prevent future occurrence.

5.3 Site queries and complaints shall only to be escalated to the CCT staff if further resolution is required.

5.4 Curriculum Vitae of Professional shall be included in the offer.

The tenderer shall be deemed non-responsive if the pro-forma contract appointment letter and ECSA registration details of the Professional appointed by the tenderer are not submitted as per schedule 13 of this document.

6. WORK METHOD

Contract liaison will be as follows:

1. estimation requests will be issued by the department where prices are not fixed;
2. estimations to be completed and returned;
3. no work to commence prior to receipt of official purchase order;
4. free issue items (Meters, test blocks, fuse carriers, fuse cartridges, current transformers (CTs) must be collected from Measurement Section, 3 Melck Street, Ndabeni;
5. work to be executed in accordance with drawing group SK 5200 (6 sheets) and SANS 474;
6. prior approval required for any contingencies items;
7. installation to be sealed by contractor with free issue white seals during execution, these seals will be replaced with yellow commissioning seals after successful verification and takeover;
8. commissioning to be done in accordance with CTES 036 (attached), however, the final verification tests on CT and VT metering are excluded and will be done by CCT;
9. commissioning results to be provided and will be used with the final commissioning result from the CCT technician for capturing on SAP;
10. all recovered material to be returned to Ndabeni and all recovered meters and instrument transformers to be returned in accordance with CTES 023 (attached) - **Note that all recovered material remains the property of the City of Cape Town;**
11. For non-standard installations, as-built documentation to be provided in software form to Mr André van Zyl (andre.vanzyl@capetown.gov.za) prior to invoicing;
12. all documentation and final delivery notice to be submitted to project manager on completion of all work;
13. payment shall only be authorized on final completion of all work and documentation;
14. all metering kiosks to be installed and numbered in accordance with the requirements of the department.
15. training will be provided for AMI meter and modem feedback via the mobile device.

7. GUARANTEES

Workmanship will be guaranteed for a period of six months from commissioning or hand-over.

8. METERING KIOSK

Refer to drawing no. SK5200 (Appendix E) for applicable specification. If the tenderer plans to submit alternative or equivalent products, this shall be clearly stated in their tender submission. Samples of these products will be requested and must be delivered within 5 working days from the date of request to the address as specified in the clarification letter. The City might declare the tenderer non-responsive if these samples are not of similar quality as per the applicable specification.

Kiosk to be installed and numbered in accordance with City requirements. Weak-mix of cement to be applied as vermin-proofing inside free-standing kiosks. These materials to be supplied by the tenderer and should be considered in their pricing submission for this item.

9. REINSTATEMENT

After completion of all work the Contractor shall ensure that all excess material, rubble etc. is removed from site as soon as possible and the entire site is restored to its original condition.

10. APPOINTMENT OF CONTRACTORS

Due to the volume of work envisaged, the City of Cape Town envisage appointing a Main Contractor and an Alternative Contractor.

11. RESPONSE TIME

The Main Contractor shall accept and schedule work within 5 working days of notification receipt from the relevant Project Manager. Should this Contractor notify in writing that he/she is unable to undertake the work or fail to respond within the 5 working days, the work will be offered to the Alternative Contractor.

12. CONTINGENCIES

Unspecified services or goods carried out by the Contractor which is not adequately addressed under the scope of works may be addressed under contingency rate with prior approval by the Directorate's Representative. The contingency will be up to a maximum of 15 % per purchase order value.

Will be considered under the following conditions:

1. The City will request the contractor to supply a quotation for the unforeseen goods and/or service.
2. Quotation to be scrutinised against industry standard and subsequently authorised by Directorate's Representative prior to purchase order to be generated.
3. Quotation shall not exceed 15% of the original purchase order value.

13. APPENDICES

- Appendix A: Dangerous or Inaccessible Installations
- Appendix B: CTES 036
- Appendix C: CTES 029
- Appendix D: CTES 067
- Appendix E: Drawing Group SK 5200

APPENDIX A : DANGEROUS OR INACCESSIBLE INSTALLATIONS



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Making progress possible. Together.

CITY OF CAPE TOWN - ELECTRICITY GENERATION AND DISTRIBUTION

DANGEROUS OR INACCESSIBLE INSTALLATION

Your installation at address
 has been inspected by phone
 on 20.....-.....-..... attime and found to be (tick option):

a) dangerous and/or a life threatening risk	<input type="checkbox"/>
b) inaccessible (refer to option 2 only)	<input type="checkbox"/>

This installation needs to be rectified within 14 days from the above date. Failure to repair/replace faulty equipment and/or ensuring access to measurement installation will leave Electricity Generation and Distribution no choice but to act in accordance with the stipulations of the Electricity Supply By-law of the City of Cape Town.

14. Refusal of admittance

No person shall wilfully hinder, obstruct, interfere with or refuse admittance to any duly authorised official of the Service Provider in the performance of his duty under this by-law or of any duty connected therewith or relating thereto.

21. Right to disconnect

(3) The Service Provider may disconnect the supply of electricity to any premises without notice under the following circumstances; (a) where there is a case of grave risk to any person or property; or (b) for reasons of community safety or the safety of emergency personnel.

47. Metering accommodation

(1) The consumer shall, if required by the Director, provide accommodation in an approved position, the meter board and adequate conductors for the Service Provider’s metering equipment, service apparatus and protective devices.

(6) Where in the opinion of the Director the position of the meter, service connection, protective devices or main distribution board is no longer readily accessible or becomes a danger to life or property or in any way becomes unsuitable, the consumer shall remove it to a new position, and the cost of such removal, which shall be carried out with reasonable dispatch, shall be borne by the consumer.

I (owner of property to sign selection below)

<p>(1) hereby give electricity services the mandate to replace the ready board in accordance with the Sundry Tariff Schedule (“Replacement of unsafe ready board. Used in conjunction with meter replacement. Cash payment or recovered via PPM System.” excl. VAT for current financial year as amended and recover cost from prepayment system.</p> <p>Signed:</p>
<p>(2) will arrange for the repair/replacement of the installation and will be ready for inspection on 20.....-.....-..... at .....(within 14 days of initial visit.)</p> <p>Signed: I acknowledge if the installation is not ready for inspection or not safe at this time, the supply will be disconnected without any further correspondence.</p>

APPENDIX B : CTES 036

CITY OF CAPE TOWN			<i>ELECTRICITY SERVICES</i>
Document	STANDARD	Reference	CTES 036
Subject	The commissioning of electricity meter installations	Revision	5
Compiled by	Edsel Ford	Review	2 years from approval
Approved	C Malan	2019-10-17	
	Head: Measurement		
Supported by:		Approval via document workflow system	
ST: Measurement Automation		Kevin Herbert	
SPO: Measurement Quality		Felix Swanepoel	
PPO: Measurement Support		Eugene Coetzee	
PPO: Measurement Operations		Edsel Ford	
Head: Measurement		Cornie Malan	

ITEM	DESCRIPTION	PAGE
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3.	Abbreviations and Definitions	2
4.	Installation Commissioning Checklist.	2
5.	Pre - commissioning tests prior to Installation	2
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8.	Final Commissioning	4
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11.	Annexures: (for information only)	
	Annexure A: LV work site Risk Assessment Form	5
	Annexure B: Commissioning Report	6
	Annexure C: LV Meter Installation Master Data Documentation	5
	Annexure D: MV Meter Installation Master Data Documentation	6
	Annexure E: Process for receiving failed in service meters	5

1. **SCOPE**

The purpose of this document is to standardize the commissioning procedure for electricity meter installations designed for transformer connected and whole current metering systems .
This Procedure is to be followed every time work is done on a metering installation.

2. **NORMATIVE REFERENCES**

SANS 474: code of practice for electricity metering.

CTES 024: Procedure for the management of customer notified maximum demand.

MEASUREMENT SAFETY INSTRUCTION: CTES 029

SAFETY PROCEDURE: Connecting an earthing device onto LV metering installations in order to make safe the metering supply .

SAFE WORKING PROCEEDURE : *In Drafting Stage.*

NRS 096-1 : The Sealing of Electricity Meters.

3. **ABBREVIATIONS AND DEFINITIONS**

BP	- Business Partner.
CT	- Current Transformer.
VT	- Voltage Transformer.
AMR	- Automated Meter Reading.
V	- Voltage.
I	- Current.
P	- Active Power .
MV	- Medium Voltage.
LV	- Low Voltage.

4. **Installation Commission Checklist**

- 4.1 Customer Details .
- 4.2 Current Transformers .
- 4.3 Voltage Transformers .
- 4.4 Panel .
- 4.5 Cabling .
- 4.6 Meters .
- 4.7 Data Loggers .
- 4.8 Communication Device .
- 4.9 Drawings .
- 4.10 Commissioning Requirements .
- 4.11 Sealing Details .

5. **PRE-COMMISSIONING TESTS PRIOR TO INSTALLATION**

Test certificates shall be available for all the CT's, VT's and Meters. Tested Stickers displaying the Certificate number, the date tested and the name of the tester, shall be fixed to non-removable parts of the componants.

Prior to commissioning of the panel, items mentioned in 4.2 to 4.8 are tested by Metering Technician to confirm correct functionality and operation and to verify the standard design and tariff in meter (see tests in next paragraph). A tested sticker displaying the dates and the signatures of both the Metering Technician and the AMR Technician must be attached to the panel.

The recorded test results and meter details can now be entered by using the Metering Data Base Program software and the Metering Commissioning Report .

The Field Technician shall inform the Automation section of his intention to remove or replace a meter and shall include the date and and time of the planned work

6. Panel Testing - making use of voltage and current power source

1. Check the meter Tariff and real time and date.
2. Check for correct quadrant operation and verify energy and demand registers sequence of the display.
3. Verify current and voltage direction by means of a 10 or 30 minute demand test.
4. Verify the programmable output pulse weights by means of recording a number of energy pulses and time duration, from these measurements the actual load can be calculated and compared.
5. Test and verify the correct functioning of the auxiliary components .
6. The Automation Technician is responsible to install the modem, sim card, program and test the AMR meter for correct functionality . The Panel Tested sticker must then be signed off.
7. Make sure the individual components were tested and labeled with prescribed tested stickers.
8. The Technician testing the panel is responsible for applying the external meter factor & energy pulse weights to be applied to the face of meter). The Technician must also sign the panel tested sticker and apply the sticker to the panel after verifying that the meter panel is functioning correctly.

NOTE 1:

The calibration test results of each of the components are obtainable from databases within Measurement.

7. Safety Instructions and Procedures

1. All Metering Personnel are responsible to adhere to the standard **safety instructions and safety procedures** as mentioned in Normative References section 2 of this document Shall be adhered to.
2. The site risk assessment must be completed prior to work commencing and actions required are the responsibility of all personnel on site , including contractors who will sign the risk analysis form thereby endorsing the risks and actions taken. (SEE Annexure H). The Risk Assessment form must be attached to the Commissioning Document.
3. On MV Installations where secondary voltage isolation can be achieved by means of removing the HRC fuses installed on the VT itself, the Metering Technician shall make prior arrangements with an Authorized Person to remove the fuses .

8. Final Commissioning

On completion of the installation work and the withdrawal section of the Risk Assessment Form is signed off, the Authorized Person may now restore the supply(s), providing it is safe to do so. The Final commissioning tests are now done by Metering Technician using approved test equipment ie Metes325.

1. Secondary current and voltage measurements are done via the meter panel test block or by means of clip-on current probes.
2. Snapshots are taken of phase rotation, V, I and P vectors, Instantaneous V, I and P quantities and their operating angles. This snapshot forms part of the commissioning report.
3. The meter shall be tested for accuracy using the Metes325 and the results for kWh, kVAh and kVA shall be saved to the snapshot.
4. Final commissioning results/reports shall be downloaded to Metering Data Base provided by Measurement section.
5. Before the Metering Technician leaves the site he will contact the AMR technician, who in turn will confirm communication with meter. The Metering Technician is responsible to assist the AMR technician to establish communication.
6. The Metering Technician will ensure that the Meter and all Ancillary equipment is sealed according to the NRS 096-1. The numbers of all seals removed and applied shall be recorded on the commissioning document.
7. The Metering technician will ensure that all metering enclosures are locked with the appropriate Lock.
8. The removed meter will be returned to the Meter Test Laboratory and there the Meter data will be downloaded.

NOTE 1: Note phase currents with magnitudes of at least 50 mA can be measured accurately provided the instrument current range was set correctly. In cases where the currents were less than 50 mA the Metering Technician shall make a note in report to go back to site (once load has increased) to achieve more accurate results.

NOTE 2: The Metering Technician is to ensure that all test equipment are within calibration (note the date on the calibration sticker.)

9. Commissioning Reports

1. The Metering Technician must complete the commissioning sheet, sign it, and file / upload the completed Document. The Line Manager must check and sign the completed sheet before filing.
2. The relevant meter feedback and commissioning results must be captured on SAP.

10. Deviations

When AMR meter panels are installed without modems it is imperative that the Metering Technician inform the AMR team by rerouting the SAP notification with the relative comments in the feedback section.

If the manufacturer or laboratory seal on the meter is broken or missing the meter must be replaced and returned to the Laboratory.

If any Tampering is suspected the site must be handed to the Revenue Protection Department immediately in order to allow their staff to gather prima facia evidence before any further action is taken at the installation.

Meter technicians are responsible to create P8 sub order on SAP for Revenue Protection work centre in cases of faulty meter replacements or when faulty meter installations were rectified.


Meter technicians must first inform AMR section to perform a remote meter read prior to an AMI

meter replacement or removal.

NOTE: Annex A is in the form of a risk assessment book. The tear out page must also accompany the commissioning report in this annexure.

Annex B: The 5 pages are the complete commissioning report and is an excel document. The Metes 325 snapshot must also be attached to the commissioning report (7th page).

CTES 036 – ANNEXURE A
LV WORK SITE RISK ASSESSMENT FORM

 <small>CITY OF CAPE TOWN | IZIBUKU BAKHEKHA | SIYAM KAPSTAD</small> THIS CITY WORKS FOR YOU	1102 LV WORK SITE RISK ASSESSMENT
---	---

Site location:	<i>Qualified Person/Consumer / Contractor to complete</i>	
Description of the work:	Work to be done has been discussed with all the team members	
	Specific tasks have been discussed with each team member	

HAZARD/RISK IDENTIFICATION		HAZARD/RISK REDUCTION <i>(treat, tolerate / terminate / transfer)</i>	
Do any of the following common Hazards/Risks exist?		Yes/No	What action(s) have you taken to minimize these hazards/risks?
1.	Roadside works		
2.	Chemical/Hazardous substances		
3.	Flammable liquids/gasses		
4.	Installation and maintaining Building Services (Lighting and Ventilation)		
5.	Hot work (molten lead, molten compound, gas torches, etc)		
6.	Working in elevated positions		
7.	Scaffolding		
8.	Wet and slippery conditions		
9.	Shoring and potential for ground subsidence		
10.	Lifting/rigging		
11.	Close proximity to live conductors		
12.	Dead potential where work is to be performed?		
13.	Earthing integrity		
14.	In situ earthing impractical. Supply disconnected/ locked out and earthed		
15.	Work in confined spaces		
16.	Environmental Risks and Damage		
17.	Equipment and tool risks (frayed insulation, rotating discs, etc)		
18.	Material risks		
19.	Risk caused by Contractors		
20.	Personal protection equipment used		
What additional hazards/risks have you identified?		What action(s) have you taken to minimize these hazards/risks?	

Team Member Declaration: Team Members are to confirm, by signing below, that ALL the hazards and risks as well as the actions to be taken to minimize them, have been explained to them.

Name	Staff No.	Signature	Withdrawal	Name	Staff No.	Signature	Withdrawal

ISSUE: I,hereby declare that the above stated risks have been discussed with all personnel involved in the scope of work and that the steps to be taken to minimise the risks are understood by all.

Signature: _____ Date: _____ Time: _____
(Qualified Person / Consumer / Contractor)

WITHDRAWAL: I hereby declare that all workers in the abovementioned work have been withdrawn and informed that it is no longer safe to work where work was performed.

Signature: _____ Date: _____ Time: _____
(Qualified Person / Consumer / Contractor)

G:\Elect Secretaries\vanreenenryno\forms\LV work site risk assessment [2009-11-02]

Customer: 0	Account Number : 0
-------------	--------------------

Voltage transformers:			
	Red Phase	White Phase	Blue Phase
	0	0	0

Voltage transformer ratio test:						
Primary voltage (V):			Calculated Ratio:	#DIV/0!		
Secondary voltage (110V):						
Testing	Red phase		White phase		Blue phase	
	Winding 1	Winding 2	Winding 1	Winding 2	Winding 1	Winding 2
Primary Injected voltage (V):						
Secondary Measured voltage (V):						
Calculated % error	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

Voltage transformer cabling testing:					
VT cables insulation test (500V):	To earth	<input type="checkbox"/> OK <input type="checkbox"/> Not OK		Disconnected from earth:	<input type="checkbox"/> OK <input type="checkbox"/> Not OK
Drawing number used when connecting the cables?					
Were lugs used on all connections? <input type="checkbox"/> Yes <input type="checkbox"/> No					
Were flat and spring washers used on all stud connections? <input type="checkbox"/> Yes <input type="checkbox"/> No					
Are all the cables numbered and fitted as per specification? <input type="checkbox"/> Yes <input type="checkbox"/> No					

VT test blocks:	
Ensure test blocks have no shorting strips?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Voltage transformer polarity testing:		
	At VT	At VT test block
Red phase VT:	<input type="checkbox"/> OK <input type="checkbox"/> Not OK	<input type="checkbox"/> OK <input type="checkbox"/> Not OK
White phase VT:	<input type="checkbox"/> OK <input type="checkbox"/> Not OK	<input type="checkbox"/> OK <input type="checkbox"/> Not OK
Blue phase VT:	<input type="checkbox"/> OK <input type="checkbox"/> Not OK	<input type="checkbox"/> OK <input type="checkbox"/> Not OK

Voltage drop and burden calculation (done when circuit is energized):			
	Red phase	White phase	Blue phase
Current measured in VT circuits (A):			
Voltage measured at JB (V):			
Length of cable in meter (one way):			
Volt drop value (9.6 for 4mm ² or 15.4 for 2.5mm ²):			
Voltage drop in mV:	0	0	0
Percentage calculated volt drop:	#DIV/0!	#DIV/0!	#DIV/0!
VT burden calculation (VA):	0.0	0.0	0.0
Acceptable	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Commissioned by:		Checked by:	
Name:	F.S. SWANEPOEL	Name:	F.Swanepoel
Date:	15/09/2010	Date:	15/09/2010
Signature:		Signature:	

--	--	--	--

Metering Field Services	Commissioning report : Notification to AMR,Billing and Master Data	 <small>CITY OF DARES SALAAM | JIKAH BAKHARA | 2008 BAKHARA</small>
------------------------------------	---	---

Installation information:			
Customer:	0	Order Number:	0
Account no:	0	Erf Number :	0
Tariff:	0	GPS Co-ordinates:	Latitude: style="text-align: center;">0
Physical Address :	0		Longitude: style="text-align: center;">0
	0		

Meter information:	Main:	Check:
Make:	0	0
Type:	0	0
CCC Number	0	0
Serial no:	0	000000000000
Dial Register :	0	0
Multiplication factor:	0	0

Installed Meter readings:			Main:		Check:	
Register	Type	Number	Reading	Factor	Reading	Factor
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						

Removed Meter readings:			Main:		Check:	
Meter Number:						
Register	Type	Number	Reading	Factor	Reading	Factor
1	Date					
2	Time					
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						

Commissioning date:	
----------------------------	--

Comments:

Commissioned by:		Checked by:	
Name:	0	Name:	0
Date:	1900/01/00	Date:	1900/01/00
Signature:		Signature:	

CTES 036 - Annexure C
LV Meter Installation Master Data Documentation
Front sheet

SAP Details					
Device	3507506581454				
BP Name	CITY OF CAPE TOWN				
Installation	3769833	BP Number	3507506581454	MRUnit	SPUAMI10
Tariff	DFMT-SPUH	Constant	160	Type	DFMT

Sim Card Info					
Sim No	8945000000009189136	Cell No	0716830328	IP	203.4.5.159

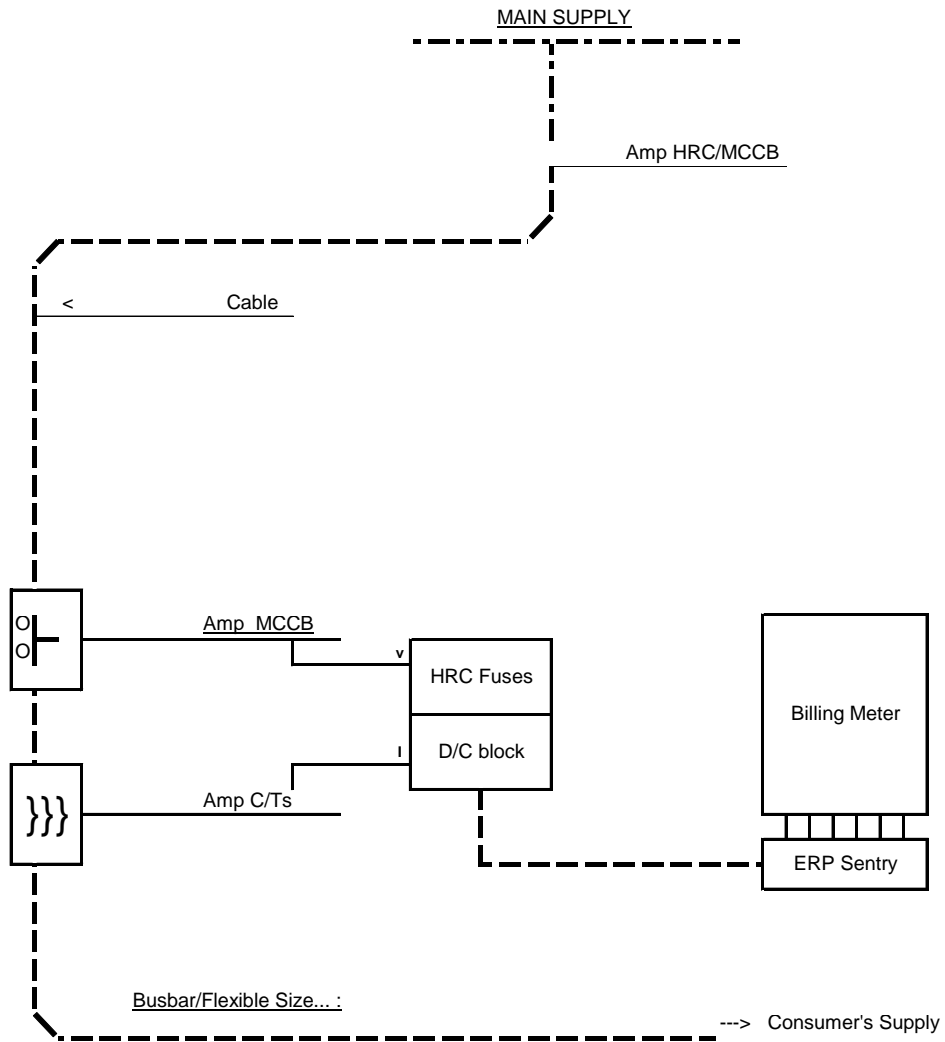
Installation Details			
Customer Name	City of Cape Town (Green Point Athletic Stadium)		
Alt Customer name			
CCC Number	1101954	Serial Number	50658145
New Serial Number	3507506581454		
Notification	30252150		
Installation Date	0000-00-00		
Tariff	DFMT-SPUH		
Billing Factor	160		
PTM Technician	FMaphala		
Area	CPT		
GPS	-33.905458656981,18.4076636922233		
Address	Vlei Road Green Point		
Location	Meter in 600 X 900 box inside the electrical room, opposite Vlei Road.		
Remarks / Note			
Meter 320 Note			
Reason for Change			
Erf Number	1056	ISIS Key	117947
File Number	4531	Risk Assess No	

Installation components

Installation Type	LV - 1 FEEDER
Wire Type	4 wire
Substation	
Drawing	SK5200 Sheet 2.2
CT Ratio	800/5
CT Ratio Left On	800/5
CT Manuf	Current Electric
CT Manuf No	
CT VA	
CT Class	
CT - Red Serial No	
CT - White Serial No	
CT - Blue Serial No	
VT Manuf	
VT Manuf No	
VT Ratio	
VT VA	
VT Class	
MCCB Serial Number	
MCCB Size	
Metering Panel	1.2 x 1.2 Box

LV Meter Installation Design Diagram

File No.....:



Consumer

Meter Location :

LV Meter Installation SAP update sheet

FEEDBACK DONE BY	:	
Notification	:	
<u>CUSTOMER DETAILS</u>		
NAME	:	City of Cape Town (Green Point Athletic Stadium)
ALTERNATIVE NAME	:	City of Cape Town (Green Point Athletic Stadium)
ADDRESS	:	Vlei Road Green Point
ERF NO	:	1056
FILE NO	:	4531
<u>TARIFF INFORMATION</u>		
TARIFF	:	DPMT-SPUH
REASON FOR CHANGE	:	
BILLING FACTOR	:	160
Authorised Capacity [kVA]	:	
DATE OF INSTALLATION	:	0000-00-00
DEVICE CATEGORY	:	E AMI PROG 3P-5A
<u>VT / CT details</u>		
CT Ratio Feeder 1	:	800/5
CT Chamber Left on Feeder 1	:	800/5
<u>METER INSTALLED</u>		
Serial No	:	35075065XXX
Meter Make	:	Landis & Gyr
Constant (C)	:	160
1. L-Season O/Peak	:	kWh
2. L-Season STD	:	kWh
3. L-Season Peak	:	kWh
4. H-Season O/Peak	:	kWh
5. H-Season STD	:	kWh
6. H-Season Peak	:	kWh
7. Total Pos Kwh	:	kWh
8. Peak/Std Max Demand	:	kVA
9. Max Demand kVA	:	kVA
10. Off Peak	:	kWh
11. Peak and Std	:	kWh
12. Total Neg Kwh	:	kWh
<u>METER REMOVED</u>		
<u>METER LOCATION</u>		
Meter in 600 X 900 box inside the electrical room, opposite Vlei Road.		
Latitude	:	
Longitude	:	
<u>REMARKS</u>		
<u>Seal Details</u>		
<hr/>		
<u>Items for use in Measurement only</u>		
Number of elements	:	
SSEG source	:	
Work centre	:	

Typical Results of a LV Metering Installation**Calibration Report**

Measurement Department
 Bloemhof Complex
 Bloemhof Street
 Bellville
 7530

GSK
 39 hawkins
 Epping

Manufacturer L&G
Model E750
Serial Number 000F93A4EBEA
Class (Wh) 0.5
Class (varh) 1

The calibration report may not be reproduced except in full.

The reported expanded uncertainty is based on a standard uncertainty multiplied by a coverage factor $k = 2$ providing a level of confidence of approximately 95%, the uncertainty of measurement has been estimated in accordance with the principles defined in the GUM, Guide to Uncertainty of Measurement, ISO, Geneva, 1993

The measurement results recorded in this certificate were correct at the time of calibration. The subsequent accuracy will depend on factors such as care, handling and frequency of use. It is recommended that recalibration be undertaken at an interval that will ensure that the instrument remains within the desired limits.

Calibration Date 2021-08-22 11:06
Issue Date 2021-08-23 17:22
Location [UNKNOWN](#)
Calibration Method Standard
Temperature
Humidity
Metes Serial CT23376
Metes Calibration Date 2021-07-29
Comments None

The calibration is done in accordance with national standards.

Tecnical Signatory

NDwenga
 Calibrated by

Certificate 000F93A4EBEA-202108231722

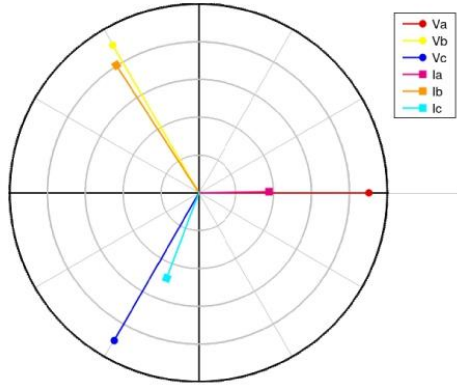
Page 1 of 2

Metes Configuration

CT Ratio 800/5
CT Measurement Primary
VT Ratio N/A
Wire 4
Voltage Ranges 230V, 230V, 230V
Current Ranges 200A (SP2000FLD), 200A (SP2000FLD2), 200A (SP2000FLD2)

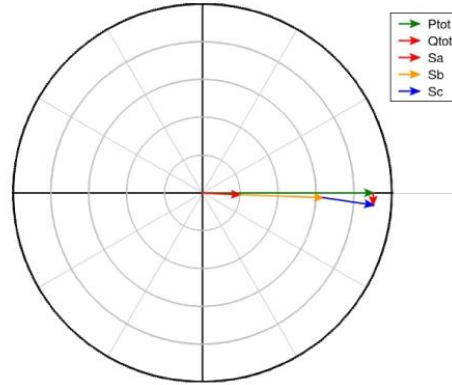
Measurement Information

Voltages & Currents



CCW Phase Rotation

Powers



	Phase A	Phase B	Phase C
Umag	241.90	242.24	241.05
Uang	0.00 *	120.21	-119.75
Imag	17.10	36.56	21.93
Iang	0.95	122.85	-110.74

	Phase A	Phase B	Phase C	Total
P	3945.37	8672.53	5249.28	17867.18
Q	-192.27	-315.28	-771.13	-1278.68
S	3979.06	8643.36	5308.52	17911.97
PF	-0.99	-1.00	-0.99	-1.00

Frequency [Hz] 50.14

* Reference Phase

	Phase A	Phase B	Phase C
Uthd	0.92	1.14	1.18
Ithd	27.24	14.44	22.06

Meter Test - Input A

Pulse Constant [i/kWh] 10000
Pulses 10
Repeats 3

Meter Error [%] -0.72
Standard Deviation [%] 0.05
Uncertainty [%] 0.24

---end of report---

NDwenga
 Calibrated by

CTES 036 - Annexure D
MV Meter Installation Master Data Documentation
Front Sheet

SAP Details					
Device	3507562010190				
BP Name	FIRSTRAND BANK LIMITED				
Installation	CT11846W	BP Number	3507562010190	MRUnit	LAMICT05
Tariff	TOU-LUMEDV	Constant	40000	Type	COM

Sim Card Info					
Sim No	89270200190164575425	Cell No	0681702982	IP	201.0.61.253

Installation Details		
Customer Name	THE OLD MILL TRUST Feeder 1	
Alt Customer name	AFRICA DATA CENTRE (NEOTEL DIEP RIVER)	
CCC Number	Serial Number	56201019
New Serial Number	3507562010190	
Notification	30360364	
Installation Date	2021-03-30	
Tariff	TOU-LUMEDV	
Billing Factor	40000	
PTM Technician	ABakamubia	
Area	CPT	
GPS	,	
Address	ERF 142504, NO 108 DE WAAL ROAD, DIEP RIVER	
Location	Meter arranged inside Retreat main station, in main Road cnr Roscomm Rd , metering in 11KV metering cabinet (3 feeders and 2 VTs with voltage selection)	
Remarks / Note	Upgrade from 6.4MVA to 14 MVA. metering has 3 feeders with 2 VTs with voltage selection	
Meter 320 Note	Upgrade from 6.4MVA to 14 MVA. metering has 3 feeders with 2 VTs with voltage selection	
Reason for Change	Upgrading of Supply	
Erf Number	142504 ISIS Key	104564
File Number	141 Risk Assess No	12419

Installation components

Installation Type	MV - 3 Co-incidental
Wire Type	4 wire
Substation	Retreat Main Station
Drawing	
CT Ratio	800/400/1
CT Ratio Left On	400/1
CT Manuf	ABB
CT Manuf No	
CT VA	10
CT Class	0.5 S
CT - Red Serial No	1VLT5120097193
CT - White Serial No	1VLT5120097194
CT - Blue Serial No	1VLT5120097195
VT Manuf	
VT Manuf No	20/11099248
VT Ratio	11000/110
VT VA	
VT Class	
MCCB Serial Number	
MCCB Size	
Metering Panel	Meter Box

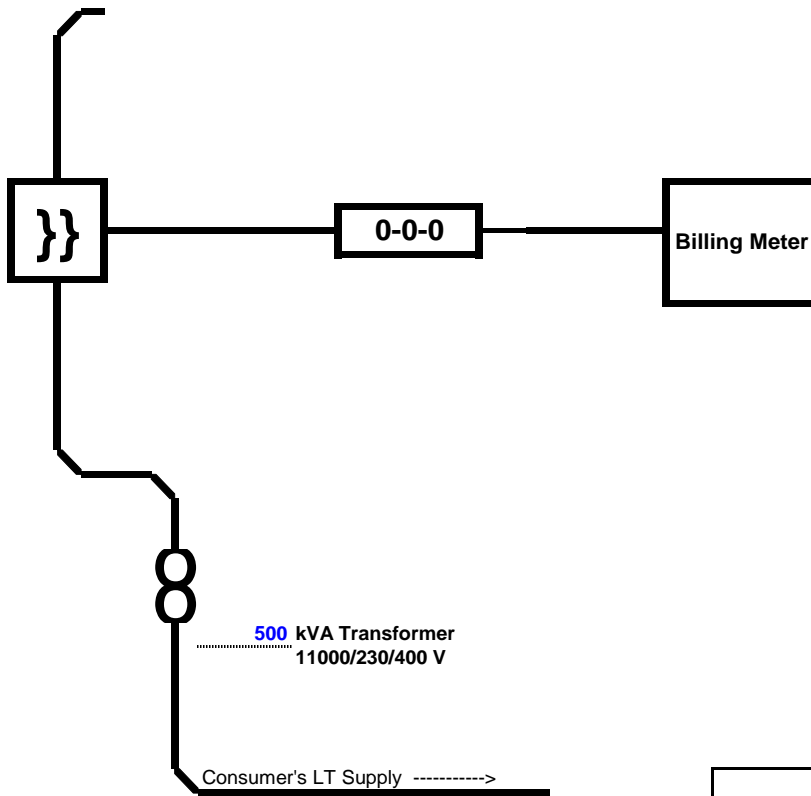
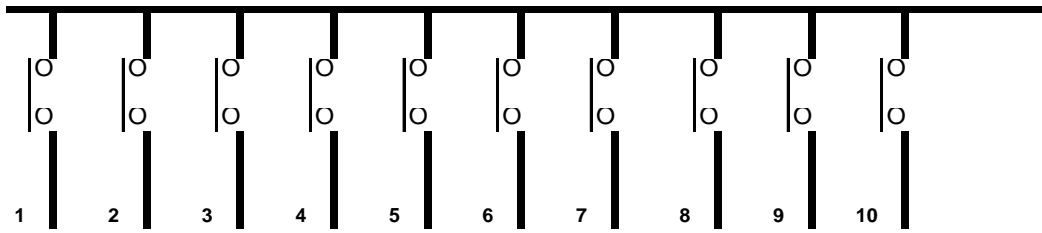
MV Meter Installation Design Diagram

Sub Station No :

File No....:

HT BUSBARS TYPE

SWITCHGEAR



CONSUMER

FEEDERS	
1	.....
2	.....
3	.....
4	.....
5	.....
6	.....
7	.....
8	.....
9	.....
10	.....

Sub Station Location :

MV Meter Installation SAP update sheet

FEEDBACK DONE BY	:	
Notification	:	
<u>CUSTOMER DETAILS</u>		
NAME	:	
ALTERNATIVE NAME	:	
ADDRESS	:	
ERF NO	:	
FILE NO	:	
<u>TARIFF INFORMATION</u>		
TARIFF	:	TOU-LUMEDV
REASON FOR CHANGE	:	Uprating of Supply
BILLING FACTOR	:	40000
Authorised Capacity [kVA]	:	
DATE OF INSTALLATION	:	2021-03-30
DEVICE CATEGORY	:	E AMI PROG 3P-5A
<u>VT / CT details</u>		
CT Ratio Feeder 1	:	800/400/1
CT Chamber Left on Feeder 1	:	400/1
VT Chamber Feeder 1	:	11000/110
<u>METER INSTALLED</u>		
Serial No	:	35075620XXXX
Meter Make	:	Landis & Gyr
Constant (C)	:	40000
1. L-Season O/Peak	:	kWh
2. L-Season STD	:	kWh
3. L-Season Peak	:	kWh
4. H-Season O/Peak	:	kWh
5. H-Season STD	:	kWh
6. H-Season Peak	:	kWh
7. Total Pos Kwh	:	kWh
<u>METER REMOVED</u>		
Removed Serial no	:	3507437607774
<u>METER LOCATION</u>		
Meter arranged inside Retreat main station, in main Road cnr Roscomm Rd , metering in 11KV metering cabinet (3 feeders and 2 VTs with voltage selection)		
<u>REMARKS</u>		
Upgrade from 6.4MVA to 14 MVA. metering has 3 feeders with 2 VTs with voltage selection		
<u>Seal Details</u>		
Sealing: Meter terminal cover seal number?	:	2840463486
Sealing: Meter Reset Button seal number?	:	2840463442
Sealing: VT test block seal number?	:	
Sealing: Test block seal number?	:	
Sealing: Metering MCBs / fuses seal number?	:	
CT Shorting Block	:	

Items for use in Measurement only

Number of elements	:	
SSEG source	:	
Work centre	:	

Typical Results of a MV Metering Installation**Calibration Report**

Measurement Department
 Bloemhof Complex
 Bloemhof Street
 Bellville
 7530

THE OLD MILL TRUST F1
 108 DE WAAL RD- DIEP RIVER

Manufacturer L&G
Model ZMD
Serial Number 3507562010190
Class (Wh) 0.5
Class (varh) 1

The calibration report may not be reproduced except in full.

The reported expanded uncertainty is based on a standard uncertainty multiplied by a coverage factor $k = 2$ providing a level of confidence of approximately 95%, the uncertainty of measurement has been estimated in accordance with the principles defined in the GUM, Guide to Uncertainty of Measurement, ISO, Geneva, 1993

The measurement results recorded in this certificate were correct at the time of calibration. The subsequent accuracy will depend on factors such as care, handling and frequency of use. It is recommended that recalibration be undertaken at an interval that will ensure that the instrument remains within the desired limits.

Calibration Date 2021-04-09 14:05
Issue Date 2021-04-13 14:11
Location
Substation RETREAT MAIN STATION
Feeder 1
Calibration Method Standard
Temperature
Humidity
Metes Serial CT23290
Metes Calibration Date 2020-02-14

The calibration is done in accordance with national standards.

Technical Signatory

AB
 Calibrated by

Certificate 3507562010190-202104131411

Page 1 of 2

Measurement Information

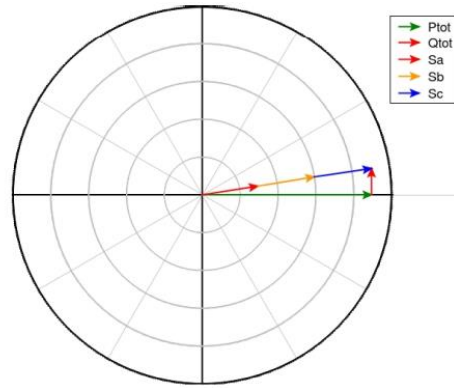
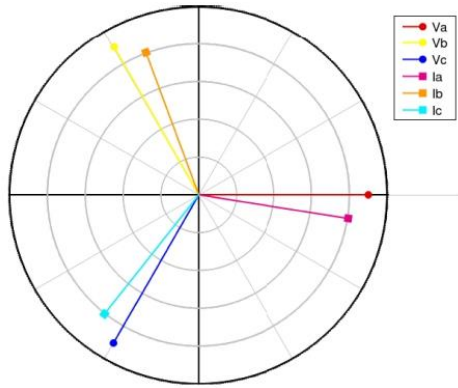
CT Ratio 400/1
CT Measurement Secondary
VT Ratio 11000/110
Wire 4
Voltage Ranges 300V, 300V, 300V
Current Ranges 1A (SP10D), 1A (SP10D), 1A (SP10D)

Test Information

	Phase A	Phase B	Phase C
Vmag	67.06	67.14	67.34
Vang	0.00	119.74	-119.90
Imag	0.13	0.13	0.13
Iang	-8.92	110.36	-128.33

	Phase A	Phase B	Phase C	Total
P	8.65	8.81	8.90	26.36
Q	1.35	1.45	1.31	4.11
S	8.76	8.92	8.99	26.68
PF	0.99	0.99	0.99	0.99

Frequency (Hz) 49.84



Meter Error

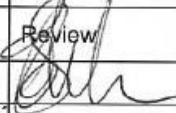
Input A

Pulse Constant 10000 i/kWh
Pulses 10
Repeats 1
Average Error (%) 0.33
Min Error (%) 0.33
Max Error (%) 0.33
Uncertainty (%) 0.12

---end of report---

AB
 Calibrated by

CTES 036 - Annexure E**Process for receiving failed in service meters**

CITY OF CAPE TOWN		ELECTRICITY SERVICES	
Document	STANDARD	Reference	CTES 023
Subject	Procedure for receiving failed-in-service meters	Version	8
Compiled by	Keith Watson	Review	2 years from approval
Approved	C Malan		2019/11/06
	Head: Measurement		
Supported by:		Approval via document workflow system	
Head: Revenue Protection		Greg Stopford	
Head: Distribution Area East		Hugo Mostert	
Coordinator: Distribution Area North		Heindry Peyper	
Head: Distribution Area South		Roadwell Mpongo	
pp Head: Electrification		Maurisha Hammer	

ITEM	DESCRIPTION	PAGE
1.	Objective	1
2.	Scope	1
3.	Definitions/Abbreviations	1
4.	Completion of the CFR	1
5.	Completion of the Test/Calibration Receipt and Feedback Form	2
6.	Removal and return of meter	2
7.	List of Annexures	4
	Annexure W : Consumer Fault Report	
	Annexure X : Calibration Receipt and Feedback Form	
	Annexure Y : Conventional & Programmable Depot Marking Indication	
	Annexure Z : Duplicate memo book	

ELECTRICITY SERVICES

CTES 023

1. OBJECTIVE

To define the standard to return failed-in-service meters for Electricity.

2. SCOPE

To standardize a procedure whereby all electricity meters are returned to the Measurement Lab in a set manner.

3. DEFINITIONS/ABBREVIATIONS

Attend	-	Field staff attending to the fault
BP	-	Business Partner, Customer
CFR	-	Customer Fault Report of the City of Cape Town : Electricity Department (refer to Annexure A)
ED	-	Electricity Dispenser
FLR	-	First Line Response
Meter	-	Conventional, programmable, solid state meter, or electricity dispenser
MC	-	Measurement Construction team
MI	-	Meter Investigation team
MRP	-	Meter Removal Procedure
RP	-	Revenue Protection

4. COMPLETION OF THE CFR

Please note that all sections of the *CFR* must be completed in legible print format, that includes the following for meters:

4.1 Section A – Customer details

- notification number
- full name, address and contact telephone number of *BP*
- name of District, Region or Section
- date of meter removal

4.2 Section B – Technical history

- object e.g. pre-payment or kWh meter
- damage e.g. keypad failure, no display, negative balance, dial stuck, etc.
- causes e.g. software problem, by-passed, etc.
- activities e.g. replaced [in this case], etc.

Refer to: Metering

4.3 Section C – Metering replacement data

- old and new meter numbers
- any meter readings available for meter the token numbers not punched into *ED*
- monetary value of unused tokens
- full name and contact telephone number of *Attend*
- signature of *Attend*
- date of meter removal

4.4 Section D – Customer acknowledgement

- the *BP* to print, sign and date the acknowledgement of the service delivered.
- provide the top copy to the *BP* as a receipt.

5. COMPLETION OF THE TEST/CALIBRATION RECEIPT AND FEEDBACK FORM

The calibration Receipt and Feedback form must be completed when handing in any meter at the Measurement Laboratory. This is a SANAS requirement.

The first section will include all the information of the meter and order number, commodity code and installation address. Below this the Measurement Laboratory staff member receiving the item will sign acceptance. Should and special test procedure be required this will be discussed by both parties and documented in the next section. On returning the item after calibration, the receiver will sign for the receipt of the meter.

The second page is a feedback page which is filled in by the customer of the Laboratory and this feedback is used to improve the processes in the Laboratory and to correct any anomalies.

The Third page is a list of defects found when testing large batches of meters. This section is used in conjunction with the batch testing section on the first page.

6. REMOVAL AND RETURN OF METER

The removal and return of meter shall proceed as follows:

6.1 Site work

- prior to the *Attend* removing the *ED* from installation, they must ask the *BP* if they have any unused tokens that need to be entered into the *ED*.
- if the tokens cannot be entered into the *ED*, the *Attend* must collect the token receipt from the *BP* – a copy of all the token receipts that must be entered into the *ED* shall be provided to the Measurement Lab.
- the original tokens and a copy of the CFR must be provided to Vending.
- the meter must be removed from the installation as per this *MRP*.
- inform Vending of new meter details and replacement units.
- the *CFR* is to be attached to the *meter*.
- for conventional and programmable meters, a label with the respective colour coding as defined in **Annexure Y** shall be stuck to the meter.
- the removed *ED* shall be placed into a large blue plastic bag, and **fumigated with a disinfectant spray** (sprayed against the side, on the inside of the bag and not onto the *ED*, and the bag shall be sealed.

6.2 Office work

- the SAP process shall be as follows:
 - capture the items on the notification (from the *CFR*)

- open the feedback task and enter feedback (e.g. meter replaced) on the notification
- complete the tasks on the notification
- create a ZINV order from the notification
- capture the labour and transport as per *CFR*
- reserve a meter and collect from stores
- enter meter feedback on the order (old meter number, new meter number, replacement date, units)
- technically close the order
- complete the notification

6.3 Meter return process


- all the *ED's* removed by *Attend* shall be listed with meter numbers and type on a memo sheet from a duplicate book such as shown in **Annexure Z**.
- the conventional and programmable meters removed by *Attend* shall be listed with meter numbers and type on a separate memo sheet shown in Annexure Z to that of the *ED's*.
- the Measurement Lab shall date and sign the receipt of meters.
- all meters shall be returned to the Measurement Lab within five working days from date of removal.

NOTES:

1. Please do not combine *ED's* and conventional meters on one memo sheet from the duplicate book as these meters are separately processed.
2. Please deliver meters to the Measurement Lab on a regular basis to ensure that backlogs do not develop.
3. The receiving times of *meters* are only between 08:00 to 09:15 and 10:00 to 12:15.

CITY OF CAPE TOWN : ELECTRICITY SERVICES : CONSUMER FAULT REPORT		ANNEXURE W	
CONSUMER DETAILS			
Identification no.: _____ Consumers name: _____ District: _____ Staff attend: _____	Fault detail: _____ Street name & no.: _____ Supply (kiosk no. etc): _____ Staff no.: _____ Vehicle reg. no.: _____ Type of vehicle: _____ Suburb: _____ Km: _____	Start time: _____ Finish time: _____ Date: _____	
TECHNICAL HISTORY			
OBJECT	DAMAGE	CAUSES	ACTIVITIES
<input type="checkbox"/> Jsbars <input type="checkbox"/> Switching <input type="checkbox"/> Movable <input type="checkbox"/> Cable Box <input type="checkbox"/> Movable Joint <input type="checkbox"/> Circuit Breaker <input type="checkbox"/> Conductor <input type="checkbox"/> Connector <input type="checkbox"/> Amp <input type="checkbox"/> Transformer <input type="checkbox"/> Faulting/Spike <input type="checkbox"/> Fuse Carrier	<input type="checkbox"/> Keypad Failure <input type="checkbox"/> Label Removed <input type="checkbox"/> Load not Detected <input type="checkbox"/> Malfunctioned <input type="checkbox"/> Negative Balance <input type="checkbox"/> No Display <input type="checkbox"/> < 50 units <input type="checkbox"/> None <input type="checkbox"/> Physical Damage <input type="checkbox"/> Pilot Cable	<input type="checkbox"/> Loose Connection <input type="checkbox"/> Maintenance <input type="checkbox"/> Moisture <input type="checkbox"/> Negligent <input type="checkbox"/> No <input type="checkbox"/> Maintenance <input type="checkbox"/> None/Private <input type="checkbox"/> No <input type="checkbox"/> Sequence <input type="checkbox"/> No Units <input type="checkbox"/> No Payment <input type="checkbox"/> Overload <input type="checkbox"/> Pollution	<input type="checkbox"/> Replaced <input type="checkbox"/> Reset <input type="checkbox"/> Rewired <input type="checkbox"/> Temp Repair <input type="checkbox"/> Tested <input type="checkbox"/> Assist <input type="checkbox"/> Alter Setting <input type="checkbox"/> By-Passed <input type="checkbox"/> Cleaned <input type="checkbox"/> Cut Trees <input type="checkbox"/> Disconn./Reconn. <input type="checkbox"/> None <input type="checkbox"/> Painted <input type="checkbox"/> Reconditioned <input type="checkbox"/> Removed <input type="checkbox"/> Repaired
DAMAGE			CAUSES
<input type="checkbox"/> Blown/Burst <input type="checkbox"/> Breaker not Tripping <input type="checkbox"/> Broken <input type="checkbox"/> Burnt <input type="checkbox"/> Contactor Failure <input type="checkbox"/> Continuous Noise <input type="checkbox"/> Cracked <input type="checkbox"/> Cut off <input type="checkbox"/> Damages <input type="checkbox"/> DB Tamper <input type="checkbox"/> Exploded <input type="checkbox"/> Fault Mode <input type="checkbox"/> Flash Over	<input type="checkbox"/> Power Light On <input type="checkbox"/> Punctures <input type="checkbox"/> Ripped <input type="checkbox"/> Seats Removed <input type="checkbox"/> Stolen <input type="checkbox"/> Tamper Flag On <input type="checkbox"/> Tamper Plugs Removed <input type="checkbox"/> Torn <input type="checkbox"/> Tripped <input type="checkbox"/> Worn	<input type="checkbox"/> By-passed <input type="checkbox"/> Consumer Fault <input type="checkbox"/> Corrosion <input type="checkbox"/> E/Leakage <input type="checkbox"/> Excavation <input type="checkbox"/> Fatigue/Ageling <input type="checkbox"/> Faulty <input type="checkbox"/> Fauna <input type="checkbox"/> Fire <input type="checkbox"/> Floral/Trees <input type="checkbox"/> Insects Infest <input type="checkbox"/> Lighting	<input type="checkbox"/> Rodents <input type="checkbox"/> Safe Switching <input type="checkbox"/> Setting <input type="checkbox"/> Short Circuit <input type="checkbox"/> Software Problem <input type="checkbox"/> Theft <input type="checkbox"/> Token not Accepting <input type="checkbox"/> Vandalism <input type="checkbox"/> Vehicle (Mechanical)
<input type="checkbox"/> Revenue Protection <input type="checkbox"/> Vending <input type="checkbox"/> MV <input type="checkbox"/> LV <input type="checkbox"/> Public Lighting <input type="checkbox"/> FUR <input type="checkbox"/> ESKOM <input type="checkbox"/> Revenue Management <input type="checkbox"/> Metering	<input type="checkbox"/> Material used: _____ Referred by: _____ Acknowledged by: _____	<input type="checkbox"/> Metering Replacement Data	Meter no.: _____ Credit available/reading: _____ Tokens not punched in: _____ Seal no.: _____ Type & Rating: _____ Signature: _____ Date: _____ Seal no.: _____ Complete (Yes/No): _____ Token generated @ SMS by: _____ Token value requested: Units _____ R _____
CUSTOMER ACKNOWLEDGEMENT			
I, _____ the undersigned, am satisfied with the service provided and with the number of units credited to my new Prepayment Meter (where applicable). NB: Please notify the Prepayment Meter Vending Section at Tel: 0800-220-440 of any unused electricity tokens not included in the above within seven days to enable the token to be processed. NATURE: _____ DATE: _____			

ANNEXURE X

 <p>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</p> <p><i>Making progress possible, together.</i></p>	<p>Test/Calibration Receipt and Feedback Form</p>	<p>Ref: FRM 013-03-Y Date: September 2012</p>
	<p>Measurement Laboratory SANS 17025 System</p>	<p>Page 2 of 5</p>
<p>Principal Technician <i>K Watson</i> K Watson</p>	<p>Compiled by <i>F Swanepoel</i> F Swanepoel</p>	<p>Quality Manager <i>F Swanepoel</i> F Swanepoel</p>

Test and Evaluation Feedback Form

Result sheet Number	
Order Number	
Delivery/Notification Number	
Supplier/ Customer	
Address	
SAP Commodity Code	
Product Description	

Receipt on behalf of the Measurement Laboratory

MEASUREMENT LABORATORY	name	signature	date
received by			
procedure used			
Contract review(if necessary)			

.....(Agreed with Customer - Date.....)

NOTE: Test Item details and serial numbers recorded on the Item list on page 3.

ISO 2859-1 parameters and results: *[applicable only for non-energy meter activities]*


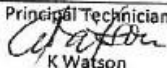
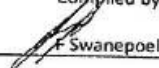
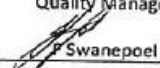
batch size	sample size	rejection number for 1 %	number of failures	test result (pass/fail)

Calibration/testing completed	calibrator	signature	date

Approved	Principal Technician	signature	date

Receipt on behalf of the customer

CUSTOMER	name	signature	date
Received by :			

 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD Making progress possible. Together.	Test/Calibration Receipt and Feedback Form	Ref: FRM 013-03-Y Date: September 2012
	Measurement Laboratory SANS 17025 System	Page 3 of 5
Principal Technician  K Watson	Compiled by  F Swanepoel	Quality Manager  F Swanepoel

Customer Feedback Section

This section is to be completed by the customer.

		YES / NO / NA
1	Was all communication by the Measurement Laboratory conducted in a courteous and professional manner?	
2	Were calibration procedures explained and agreed upon prior to calibration?	
3	Were the calibration results explained and certificates handed over with collection of the items?	
4	Were the calibration items correctly repacked and clearly marked?	
5	Was all software and documentation returned on completion of calibration?	
6	Would you recommend the Measurement Laboratory to other persons?	
7	IS THE calibration Report clear and understandable?	

Additional Comments

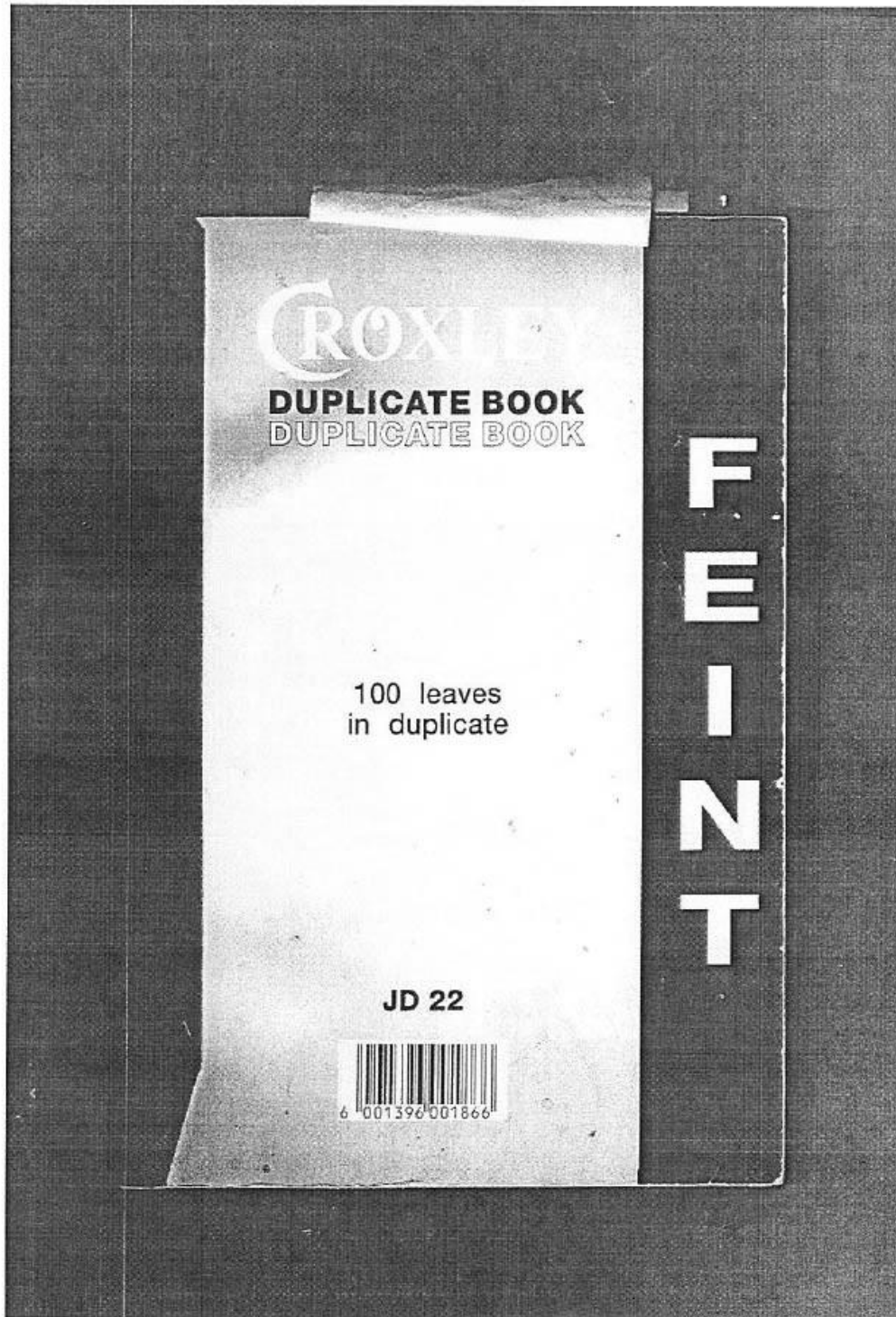
ANNEXURE Y**CONVENTIONAL & PROGRAMMABLE DEPOT MARKING INDICATION**

DEPOT	COLOUR CODING LABEL
Guguletu	Gold
Vanguard	Brown
Mowbray	Green
Wynberg	Pink
Muizenberg	Orange
Mitchells Plain	Red
City	Blue
Parow	Silver
Helderberg	Yellow
Oostenberg	Purple
Bloemhof	Black
Atlantis	Fluorescent Lime
Special returns/contractors	As noted by label
Metering Investigations	White printed
Revenue Protection	White printed
Electrification	White printed
Vending	White printed

NOTE

The Stationary Store at Cape Town Civic Centre must be informed that these colour coded stickers must be kept in stock with its own unique commodity code. If this a problem with the Stores, Measurement Laboratory will obtain the colour coded stickers and issue it to the various sections on request.

ANNEXURE Z



APPENDIX C: CTES 029

CITY OF CAPE TOWN		ELECTRICITY SERVICES	
Document	STANDARD	Reference	CTES 029
Subject	Measurement safety instruction	Revision	3
Compiled by	Standards Working Group	Review	2 years from approval
Approved	C Malan	2021/11/25	
	Head: Measurement		
Supported by:		Approval via document workflow system	
Head: Measurement		Cornie Malan	
Senior Technician: Measurement Automation		Kevin Herbert	
Principal Professional Officer: Measurement Support		Eugene Coetzee	
Principal Professional Officer: Measurement Operations		Edsel Ford	

ITEM	DESCRIPTION	PAGE
1.	Application	2
2.	References	2
3.	Instructions	2

ELECTRICITY SERVICES

CTES 029

1. APPLICATION

This instruction is applicable to all work executed by Measurement staff. This instruction shall form part of the measurement Induction program, and shall be shared and discussed with all new staff. New staff shall sign a copy of this document indicating that they are aware and will abide with this instruction. Measurement Admin shall keep a copy of this signed document on the Staff file.

2. REFERENCES

- LV work site risk assessment form
- Written Safe Work Procedure: Application of earthing to LV panels

3. INSTRUCTIONS

- 3.1 Only suitably accredited meter workers (in accordance with SANS 474: Code of practice for electricity metering) shall undertake any work on any metering installation.
- 3.2 Valid NRS 040 certification at the correct level (Authorised Person, Responsible Person or Entry) is required for all work.
- 3.3 A risk assessment shall be done at every work site prior to the commencement of work and will be signed by all on site (contractors included). The referenced LV work site risk assessment forms shall be used for all work and be filed in project/erf files.
- 3.4 Any dangers/risks are to be reported to line management in terms of non-conformance policy. Line management to ensure appropriate action.
- 3.5 Appropriate personal protective equipment is to be worn at all times by personnel. Contractors shall also wear the correct personal protective equipment at all times on all sites.
- 3.6 A metering installation must be disconnected from all points of supply (isolated) prior to the commencement of work on the installation.
- 3.7 On class 3 and class 4 metering installations, where the meter panel is separate from the supply panel, secondary isolation must be safely achieved before working on the metering installation.
- 3.8 The accredited meter worker shall perform the isolation, safety testing, attach safety notification (men at work) and earthing as applicable.
- 3.9 The site shall be restored on completion of the work and the withdrawal notice signed off by all personnel (including contractors.)
- 3.10 All safety inspection registers for tools, personal protective equipment, fire extinguishers and first aid kits to be kept up to date all times. Deviations to be reported to line management.
- 3.11 Any deviations from these instructions must be in accordance with an approved, written safe work procedure (i.e. live testing/verification of metering installation).

Signature of acceptance:
(New Staff)

Date:

APPENDIX D: CTES 067

CITY OF CAPE TOWN		ELECTRICITY SERVICES	
Document	SPECIFICATION	Reference	CTES 067
Subject	Measurement Accreditation and Safety Requirements	Version (custom file property)	3
Compiled by	Felix Swanepoel	Review	2 years from approval
Approved by	C Malan	Cornelis	Digitally signed by Cornelis Theodorus Malan Date: 2021.10.20 12:11:31 +02'00'
	Head: Measurement	Theodorus Malan	
Supported by:		Approval via document workflow system:	
Senior Professional Officer: Project Measurement		A Clayton	
Principal Professional Officer: Measurement Support		E Coetzee	
Principal Professional Officer: Measurement Operations		V Ncele (acting)	
Head: Measurement		C Malan	

ITEM	DESCRIPTION	PAGE
1.	Scope	1
2.	Normative references	1
3.	Tenders	1
4.	Training	1
5.	Accreditation process and documentation	2
6.	Safety	2
7.	On site	3
8.	Documentation	3
9.	Annexures	3

ELECTRICITY SERVICES

CTES 067

1. SCOPE

This document sets out all the requirements and procedures regarding the selection, appointment and method of work for all contractors applying for and working on metering installations within the boundaries of the City of Cape Town. The safety and accreditation process is also valid for the City of Cape Town employees.

2. NORMATIVE REFERENCES

This document must be read in conjunction with the following documents:

- SANS 474 - Electrical Metering – Standard requirements
- SANS 473 – Automated meter reading for large power users
- NRS 096-1 – The sealing of electricity meters
- NRS 096-2 – Standard test block connections for electricity metering
- CTES 056 – Specification for Measurement Seals
- City of Cape Town tender process
- CTES 029 – Measurement Safety instruction
- CTES 036 – Measurement commissioning procedure for metering installations
- Measurement standard tool lists
- Measurement standard PPE lists
- WSWP – Connecting of test equipment to a metering installation

3. TENDERS

This document shall be attached to all tenders and project proposals. Any contractor applying for a tender/project shall conform to all the requirements as set out below and proof thereof shall be attached to the application documents. No contractor shall be awarded a tender/project without the correct documentation.

Contractors who are busy with a running tender/project shall ensure that they continually review their status and ensure they continually comply with this document and all other rules as laid down by the specific tender.

Contractors who employ or intend on employing sub-contractors, shall ensure that the sub-contractor in question complies with the requirements of this document. Contractors shall, prior to allowing sub-contractors to commence work, submit all relevant documents, as laid out within this document, to the Project Manager of the City of Cape Town.

4. TRAINING

The City of Cape Town Staff and Contractor/sub-contractor staff shall be trained and accredited for the level of work that they intend doing.

The City of Cape Town currently has the facility for Class 1 and 2 meter training. This training can be arranged via the Electricity Training Department for CoCT Staff.

Class 3 and 4 training inter alia are provided by approved external providers.

Other training required are ORHVS training, safety training and First Aid training. This training is provided by many external contractors. Meter Specific training is also provided by the City of Cape Town upon appointment via the Measurement Laboratory.

Contractors / sub-contractors shall arrange and bear the costs of their training from an approved external service provider.

5. ACCREDITATION PROCESS AND DOCUMENTATION

Entry level for the various class of meter worker shall be as set out in Annex C of SANS 474: 2009 for class 2, 3 and 4. For a class 1 meter worker the following shall apply in addition to Annex C of SANS 474.

- The candidate shall be a trade test qualified artisan or
- The candidate shall have 6 months experience working with single phase meters, both prepaid and credit, under the supervision of an accredited class 1 meter worker. He/she shall have a letter signed by his supervisor stating that he is competent to be assessed as a class 1 meter worker.

The documents listed in the table below are required along with the application for assessment as meter worker. These should be presented in a Portfolio of Evidence for each candidate.

DOCUMENTATION	CLASS 1	CLASS 2	CLASS 3	CLASS 4
South African ID document/ Work Permit	✓	✓	✓	✓
Highest qualification	✓	✓	✓	✓
ORHVS – Entry	X	✓	X	X
ORHVS – Responsible Person	X	X	✓	✓
Manager's Letter (competence)	✓	✓	✓	✓
Curriculum Vitae	✓	✓	✓	✓
Metering course/training *	✓	✓	X	X
Advanced metering course *	X	X	✓	✓
Safety declaration form	✓	✓	✓	✓
Application document	✓	✓	✓	✓

* User specific

All certificates must be valid and certified. These documents will be sent in with the results of the assessment should the applicant be successful and will not be returned to the applicant.

The successful applicant shall only be allowed to commence work once the certificate has been issued. **The certificate remains the property of the City of Cape Town** and will be returned on completion of the tender/project. The City of Cape Town will accept meter worker certificates that are issued by accepted service providers e.g. Kocos.

6. SAFETY

Safety is of paramount importance when working on any site or equipment that falls within the boundaries of The City of Cape Town. Contractors shall read all the safety instructions pertaining to the tender/project and all personnel shall sign the safety declaration form confirming that they are aware of the rules and regulations pertaining to the City of Cape Town. All contractors shall be registered at the Compensation Commissioner. Approved PPE as per approved measurement list shall be worn at all times while work commences.

Risk assessments shall be completed by all workers for every site before work commences. The contractor shall use an approved risk assessment book or be provided a book from the City of Cape Town.

A Safety Plan shall be provided by the contractor in accordance with the Safety Specification into the OHS Act.

7. ON SITE

All City of Cape Town staff and contractors shall have their portfolios of evidence on site at all times and shall produce the documentation to any City of Cape Town official upon request. Also on site shall be an adequate first aid kit and fire extinguisher (fully stocked and functional). The completed risk assessment, with signed withdrawal shall be attached to the feedback documentation.

All Installations shall be sealed according to the sealing policy of the City of Cape Town and locked in accordance to the City of Cape Town processes.

8. DOCUMENTATION

A list of all documentation to be handed to the City of Cape Town is attached as annexures.

A portfolio of evidence for each meter worker shall be handed to the City of Cape Town, by contractors when responding on tenders/contract/projects and the contractor shall also have one on site for inspection.

9. ANNEXURES

- Annexure A – Portfolio of evidence checklist
- Annexure B – LV work site risk assessment
- Annexure C – CTES 029 Safety declaration form
- Annexure D – Application for accreditation as meter worker
- Annexure E – Safety Specification

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ANNEXURE A**Portfolio of evidence checklist**

ITEM	YES	NO	N/A
South African ID document / Werk Permit	✓		
Highest Qualification	✓		
ORHVS certificate	✓		
Current and previous authorizations	✓		
First Aid certificate	✓		
Previous assessments	✓		
Signed Declaration of Competency	✓		
Job description	✓		
CV	✓		
Relevant training	✓		
Incidents documentation	✓		
Switching documentation	✓		

ANNEXURE B

	CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	LV WORK SITE RISK ASSESSMENT	07150
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Site location:	<i>Qualified Person/Consumer / Contractor to complete</i>	
Description of the work:	Work to be done has been discussed with all the team members	
	Specific tasks have been discussed with each team member	

HAZARD/RISK IDENTIFICATION		HAZARD/RISK REDUCTION <i>(treat, tolerate / terminate / transfer)</i>	
Do any of the following common Hazards/Risks exist?		Yes/No	What action(s) have you taken to minimize these hazards/risks?
1.	Roadside works		
2.	Chemical/Hazardous substances		
3.	Flammable liquids/gasses		
4.	Installation and maintaining Building Services (Lighting and Ventilation)		
5.	Hot work (molten lead, molten compound, gas torches, etc)		
6.	Working in elevated positions		
7.	Scaffolding		
8.	Wet and slippery conditions		
9.	Shoring and potential for ground subsidence		
10.	Lifting/rigging		
11.	Close proximity to live conductors		
12.	Dead potential where work is to be performed?		
13.	Earthing integrity		
14.	In situ earthing impractical. Supply disconnected/ locked out and earthed		
15.	Work in confined spaces		
16.	Environmental Risks and Damage		
17.	Equipment and tool risks (frayed insulation, rotating discs, etc)		
18.	Material risks		
19.	Risk caused by Contractors		
20.	Personal protection equipment used		
What additional hazards/risks have you identified?		What action(s) have you taken to minimize these hazards/risks?	

Team Member Declaration: Team Members are to confirm, by signing below, that ALL the hazards and risks as well as the actions to be taken to minimize them, have been explained to them.

Name	Staff No.	Signature	Withdrawal	Name	Staff No.	Signature	Withdrawal

ISSUE: I,hereby declare that the above stated risks have been discussed with all personnel involved in the scope of work and that the steps to be taken to minimise the risks are understood by all.

Signature: _____ Date: _____ Time: _____
(Qualified Person / Consumer / Contractor)

WITHDRAWAL: I hereby declare that all workers in the abovementioned work have been withdrawn and informed that it is no longer safe to work where work was performed.

Signature: _____ Date: _____ Time: _____
(Qualified Person / Consumer / Contractor)

ANNEXURE D

**Application form for accreditation as
SANS 474:2006 (NRS 057:2005) Meter Worker**

sumame: _____ initials: _____
full names: _____

staff number: _____ ID number: _____

(please delete columns not applicable)

certificate class:	1	2	3	4	new	review
application:						
level 1 questions:						
level 2 questions:						
level 3 questions:						
level 4 questions:						
copy of assessor certificate:						
copy of supporting documents:						
copy of incumbent certificate:						

certificate number of assessor:

(for office use)

certificate number of incumbent:

ANNEXURE E**SAFETY SPECIFICATION**

- 1 **HEALTH AND SAFETY PLAN**
 - 1.1 Each Tenderer shall submit a pro-forma Occupational Health and Safety (OHS) file with the tender.
 - 1.1.1 this file shall sufficiently demonstrate their competence and resources regarding OHS documentation;
 - 1.1.2 this file shall contain at least a single page for each of the chapters specified below;
 - 1.1.3 this file might be a copy of a safety file of a completed project;
 - 1.1.4 failure to comply with this clause will disqualify the tender.
 - 1.2 prior to the commencement of work the contractor shall submit a complete OHS file for approval.
 - 1.3 this OHS file shall contain the following chapters demarcated with suitable dividers:
 - 1.3.1 a *General Information* chapter stating the project name, the site office for the project, names and contact numbers of the engineer, the mandatory, inspectors, and other key personnel as well as a complete list of emergency telephone numbers for the area;
 - 1.3.2 a chapter containing all *Non-Compliance Notices and engineer's Instructions*;
 - 1.3.3 a chapter containing all *Inspection Sheets*
 - 1.3.4 a chapter containing the outcome of *Safety Review Meetings*;
 - 1.3.5 a chapter containing *Mandataries, Appointments, Certificates, and Proofs of Good Standing*;
 - 1.3.6 a chapter containing a *List of Employees Allowed on Site*, temporary and permanent personnel that have successfully completed induction training;
 - 1.3.7 a chapter describing the *Induction Course*;
 - 1.3.8 a chapter containing a complete *Risk Assessment* for the project that shall include at least:
 - 1.3.8.1 the identification of risks and hazards to which persons may be exposed to;
 - 1.3.8.2 the analysis and evaluation of the risks and hazards identified;
 - 1.3.8.3 the list of relevant documented Safe Operating Procedures (SOPs) to mitigate, reduce, or control the risks identified;

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- 1.3.8.4 a monitoring plan;
- 1.3.8.5 a review plan;
- 1.3.8.6 any additional documentation required to ensure compliance with the OHS Act and Regulations,
- 1.3.9 a chapter containing all relevant or any additional *Safe Operating Procedures*;
- 1.4 This file will be presented and discussed with the Engineer for approval before any work commences.
- 1.5 The OHS file is the property of the client and shall remain on site for the duration of the project.

2 DETAIL HEALTH AND SAFETY REQUIREMENTS

- 2.1 In addition to the general requirements above the following risk assessment and compliance plans shall be required.
 - 2.1.1 the inclusion of fall protection plan, work on structures, formwork and support work; as required on the project;
 - 2.1.2 the inclusion of excavation work in all cases;
 - 2.1.3 the inclusion of demolition work, tunneling, scaffolding, suspended platforms, boatswain's chairs, material hoists, batch plants, explosive powered tools, cranes, if required on the project;
 - 2.1.4 the inclusion of construction vehicles in all cases, if required on the project;
 - 2.1.5 the inclusion of electrical installations and machinery on construction sites, use and temporary storage of flammable liquids on construction sites, water environments, if required on the project;
 - 2.1.6 the inclusion of housekeeping on construction sites in all cases;
 - 2.1.7 the inclusion of stacking and storage, fire precautions on construction sites, if required on the project;
 - 2.1.8 construction of welfare facilities in all cases;
 - 2.1.9 specific requirements as detailed on the project documentation, or required by The Engineer.
- 2.2 In addition to the general requirements above the following Safe Operating Procedures (SOPs) shall be included:
 - 2.2.1 barricading, excavation, in all cases;

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CTES 067

- 2.2.2 cable pulling, working with flammable gases and lead, if required on the project;
- 2.2.3 SOPs as detailed on the project documentation, or required by The Engineer.
- 2.3 Notwithstanding full documentation compliance with the act, any official of the City of Cape Town, or Electricity shall, if unsafe conditions are deemed to exist on site, is obliged to stop work by noting the non-compliance in writing.
- 2.4 Work shall only continue once the compliance is signed off by such official or The Engineer.

FALL PROTECTION

HEALTH AND SAFETY CHECKLIST

I, (Name)
 as the (position in company)
 confirm that (Name of company)
 has in terms of the construction regulations of the OHS Act, a formal Health and Safety file containing
 (as minimum):-

(tick where applicable)

Item	Description	no	yes	Comments
1	Health and Safety plan			
2	Proof of Registration with COID			
3	Written appointments of site safety officer			
4	Proof of competency (skill; training records)			
5	Proof of resources (staff, equipment)			
6	Formal Health and Safety induction plan for employees			
7	Vehicle/mobile plant maintenance records/inspections			
8				

TENDERER'S SIGNATURE: _____ DATE: _____

NOTE: the Contractor's attention is drawn to the following possible hazards relating to work required. The Contractor must identify all other hazards. The Health and Safety plan must include actions to be taken by the contractor to eliminate inter alia the risk of injury due to each of these hazards:

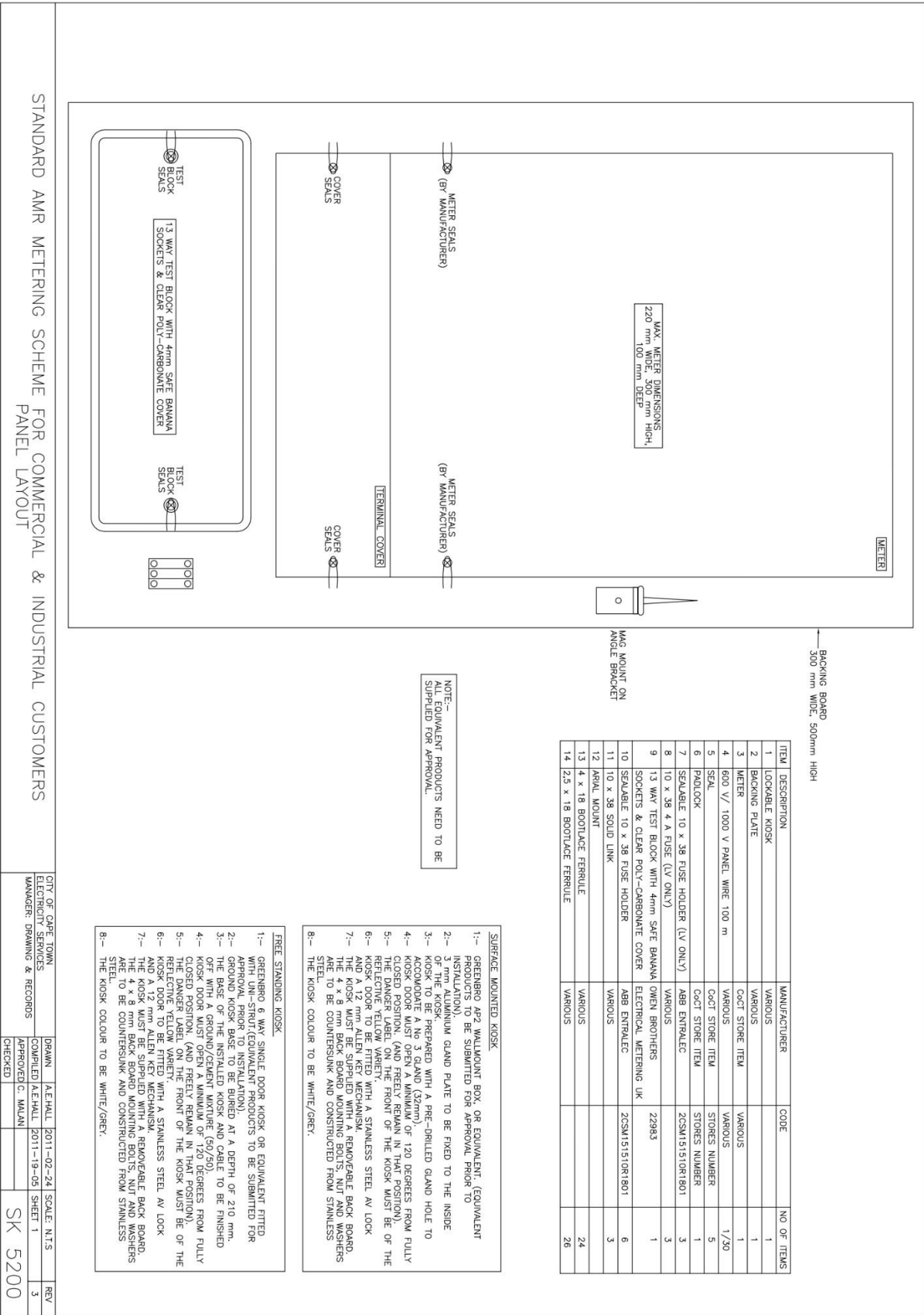
1. Traffic (Vehicles)
2. Excavations (falling into or collapsing sides)
3. Use of sharp and heavy tools
4. Buried live cables or pipes
5. Working near live conductors
6. Possible back feed from standby emergency generators on customer sites

Signed

Date

-----End of Document-----

APPENDIX E: DRAWING GROUP SK 5200



ITEM	DESCRIPTION	MANUFACTURER	CODE	NO OF ITEMS
1	LOCKABLE KIOSK	VARIOUS		1
2	BACKING PLATE	VARIOUS		1
3	METER	CoCT STORE ITEM	VARIOUS	1
4	600 V/ 1000 V PANEL WIRE 100 m	VARIOUS	VARIOUS	1/20
5	SEAL	CoCT STORE ITEM	VARIOUS	5
6	PAULOCK	CoCT STORE ITEM	VARIOUS	1
7	SEALABLE 10 x 38 FUSE HOLDER (LV ONLY)	ABB ENTRALEC	ZCSM191510R1901	3
8	10 x 38 4 A FUSE (LV ONLY)	VARIOUS		3
9	1.3 WAY TEST BLOCK WITH 4mm SAFE BANANA SOCKETS & CLEAR POLY-CARBONATE COVER	OWEN BROTHERS	22983	1
10	SEALABLE 10 x 38 FUSE HOLDER	ELECTRICAL METERING UK		6
11	10 x 38 SOLID LINK	ABB ENTRALEC	ZCSM191510R1901	3
12	APRAL MOUNT	VARIOUS		3
13	4 x 18 BOOTLACE FERRULE	VARIOUS		24
14	2.5 x 18 BOOTLACE FERRULE	VARIOUS		26

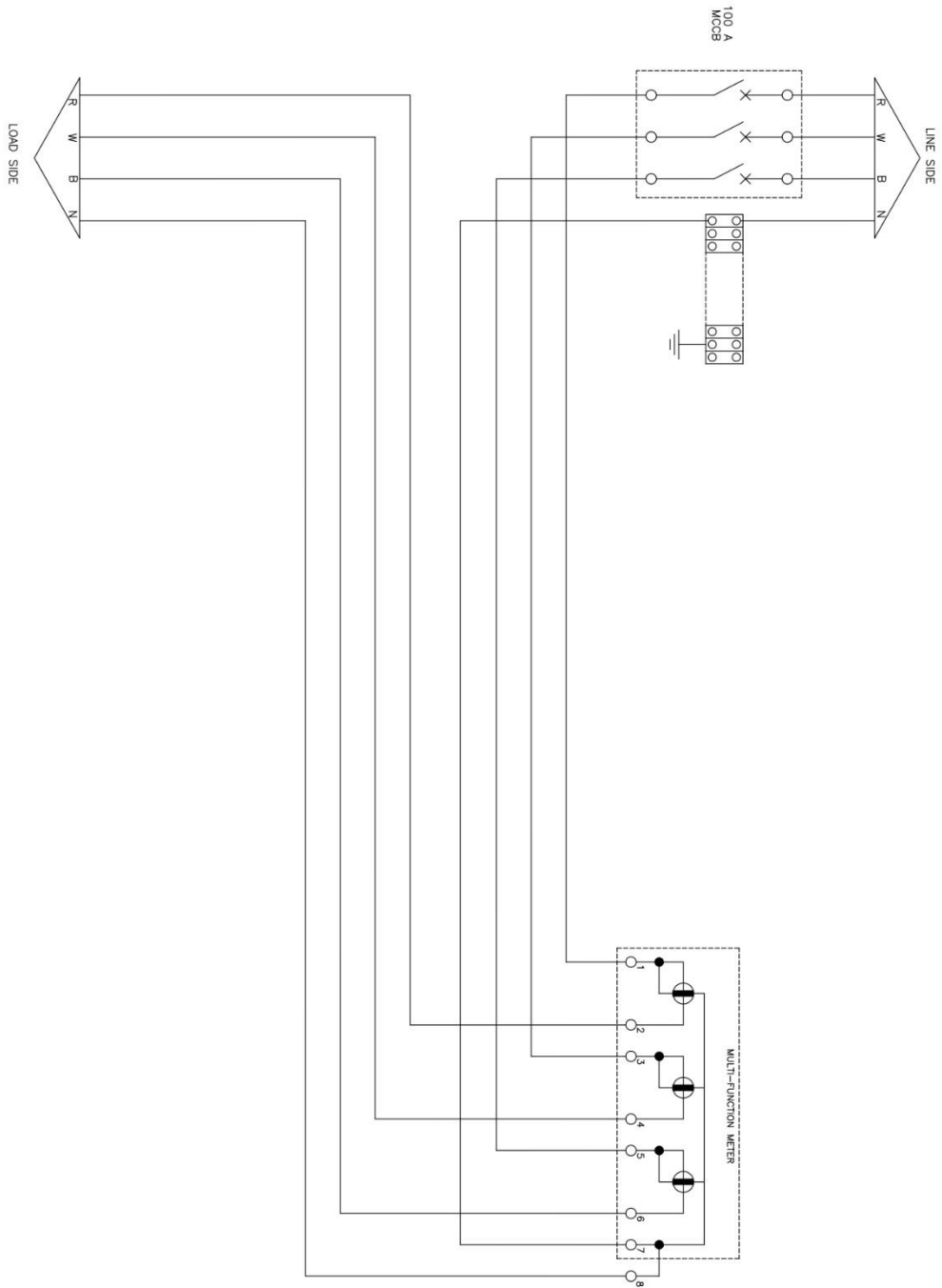
NOTE:- EQUIVALENT PRODUCTS NEED TO BE SUPPLIED FOR APPROVAL.

- SURFACE MOUNTED KIOSK**
- 1:- GREENBRO AP2 WALLMOUNT BOX, OR EQUIVALENT. (EQUIVALENT PRODUCTS TO BE SUBMITTED FOR APPROVAL PRIOR TO INSTALLATION).
 - 2:- 3 mm ALUMINIUM GLAND PLATE TO BE FIXED TO THE INSIDE OF THE KIOSK.
 - 3:- KIOSK TO BE PREPARED WITH A PRE-DRILLED GLAND HOLE TO ACCOMMODATE A No 3 GLAND (32mm).
 - 4:- KIOSK DOOR MUST OPEN A MINIMUM OF 120 DEGREES FROM FULLY CLOSED POSITION. (AND FREELY REMAIN IN THAT POSITION).
 - 5:- THE DANGER LABEL ON THE FRONT OF THE KIOSK MUST BE OF THE REFLECTIVE YELLOW VARIETY.
 - 6:- KIOSK DOOR TO BE FITTED WITH A STAINLESS STEEL AV LOCK AND A 12 mm ALLEN KEY MECHANISM.
 - 7:- THE KIOSK MUST BE SUPPLIED WITH A REMOVABLE BACK BOARD AND A 4 x 8 mm BACK BOARD MOUNTING BOLTS, NUT AND WASHERS ARE TO BE COUNTERSUNK AND CONSTRUCTED FROM STAINLESS STEEL.
 - 8:- THE KIOSK COLOUR TO BE WHITE/GREY.

- FREE STANDING KIOSK**
- 1:- GREENBRO 6 WAY SINGLE DOOR KIOSK OR EQUIVALENT FITTED WITH UNI-STRUT/EQUIVALENT PRODUCTS TO BE SUBMITTED FOR APPROVAL PRIOR TO INSTALLATION).
 - 2:- GROUND KIOSK BASE TO BE BURIED AT A DEPTH OF 210 mm.
 - 3:- THE BASE OF THE INSTALLED KIOSK AND CABLE TO BE FINISHED OFF WITH A GROUND/CEMENT MIXTURE (50/50).
 - 4:- KIOSK DOOR MUST OPEN A MINIMUM OF 120 DEGREES FROM FULLY CLOSED POSITION (AND FREELY REMAIN IN THAT POSITION).
 - 5:- THE DANGER LABEL ON THE FRONT OF THE KIOSK MUST BE OF THE REFLECTIVE YELLOW VARIETY.
 - 6:- KIOSK DOOR TO BE FITTED WITH A STAINLESS STEEL AV LOCK AND A 12 mm ALLEN KEY MECHANISM.
 - 7:- THE KIOSK MUST BE SUPPLIED WITH A REMOVABLE BACK BOARD AND A 4 x 8 mm BACK BOARD MOUNTING BOLTS, NUT AND WASHERS ARE TO BE COUNTERSUNK AND CONSTRUCTED FROM STAINLESS STEEL.
 - 8:- THE KIOSK COLOUR TO BE WHITE/GREY.

STANDARD AMR METERING SCHEME FOR COMMERCIAL & INDUSTRIAL CUSTOMERS
PANEL LAYOUT

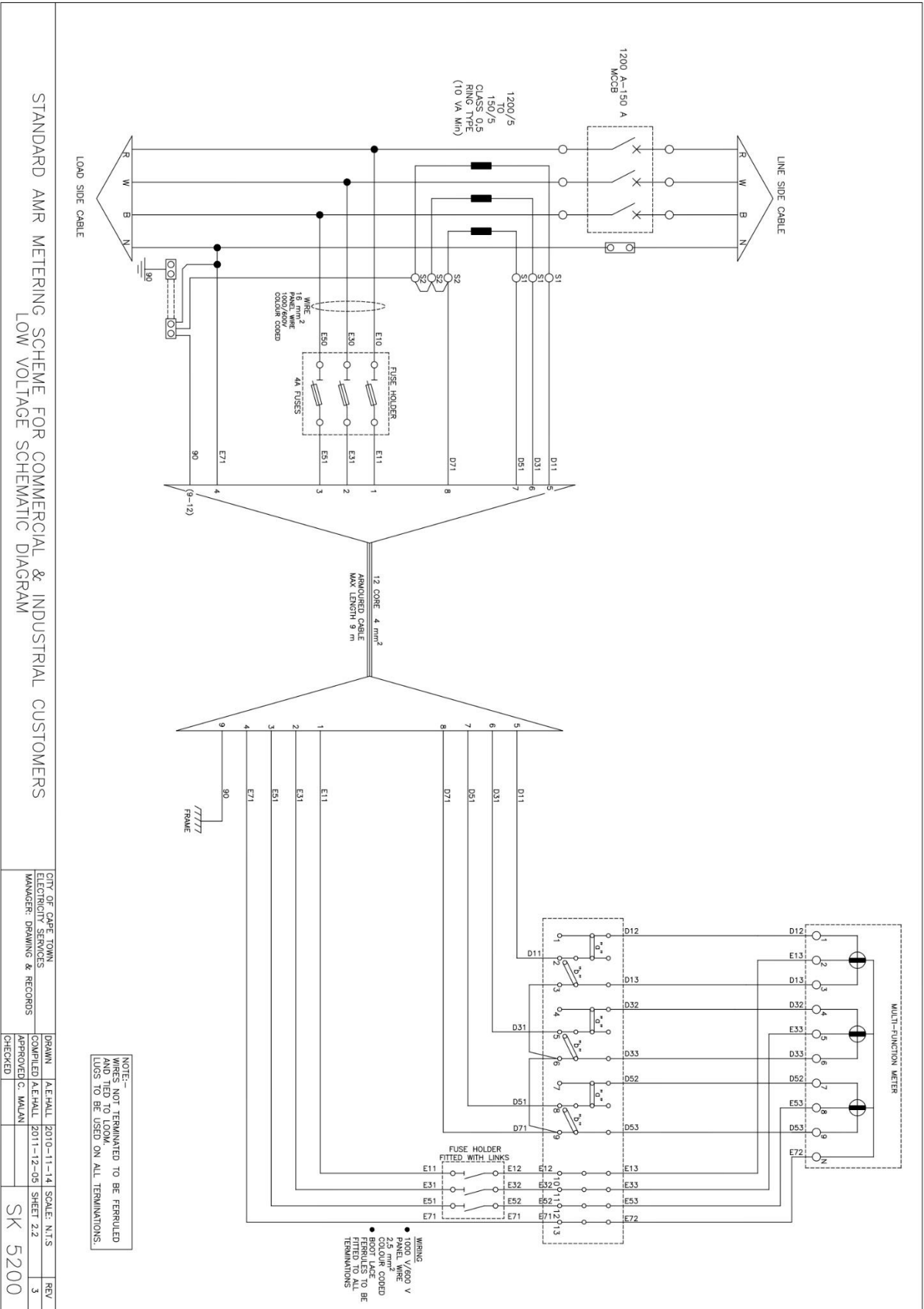
CITY OF CAPE TOWN ELECTRICITY SERVICES MANAGER: DRAWING & RECORDS	DP&M A.E.HALL 2011-02-24 SCALE: N.T.S.	REV
CHECKED C. MALAN	COMPILED A.E.HALL 2011-19-05 SHEET 1	3
SK 5200		



STANDARD AMR METERING SCHEME FOR COMMERCIAL & INDUSTRIAL CUSTOMERS
DIRECT CONNECTED SCHEMATIC DIAGRAM

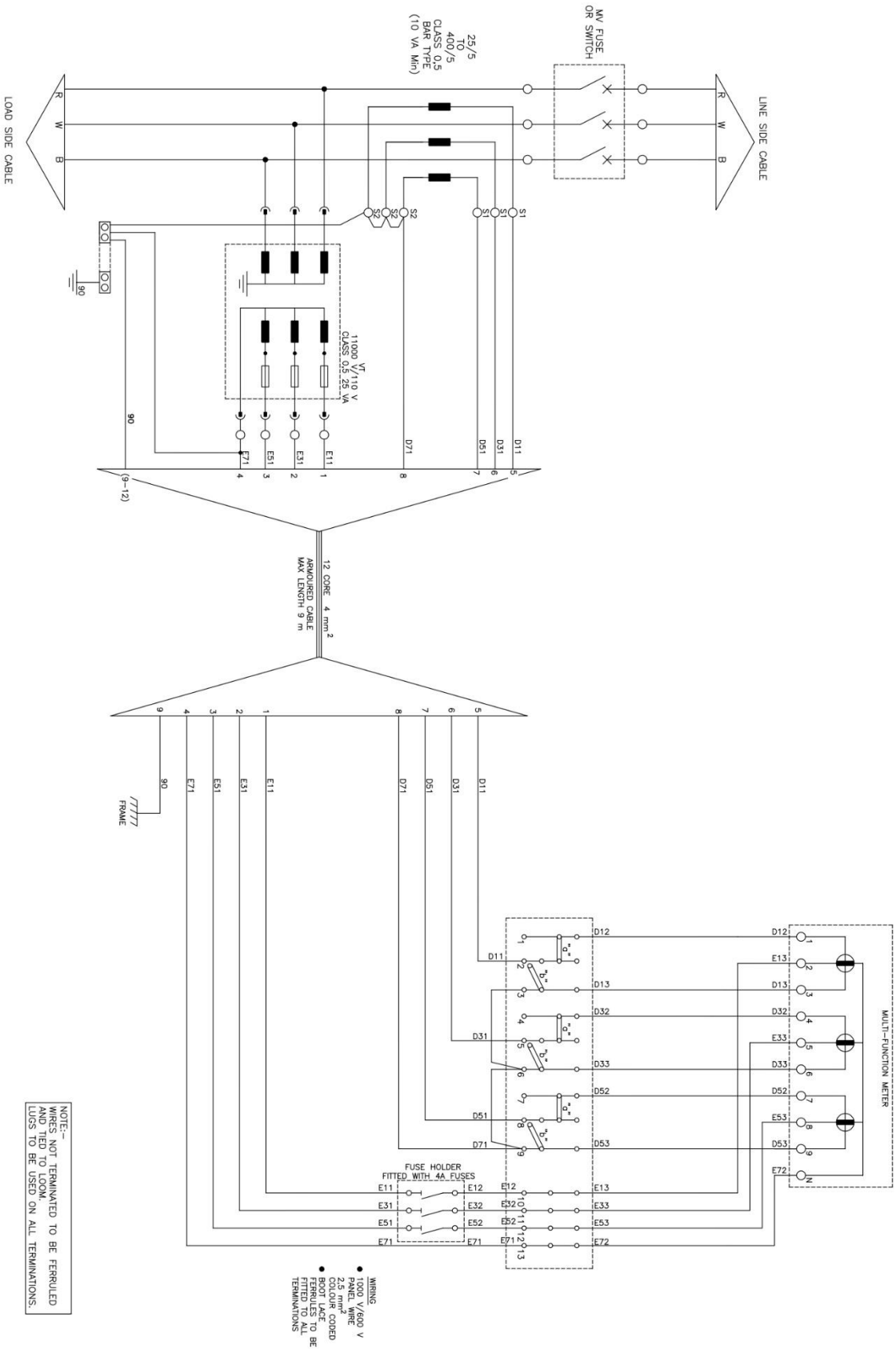
CITY OF CAPE TOWN ELECTRICITY SERVICES MANAGER: DRAWING & RECORDS	DRAWN A.E.HALL	2010-11-14	SCALE: N.T.S.	REV
	COMPILED A.E.HALL	2011-12-05	SHEET 2.1	3
	APPROVED C. MALANI			
CHECKED				

SK 5200



STANDARD AMR METERING SCHEME FOR COMMERCIAL & INDUSTRIAL CUSTOMERS
LOW VOLTAGE SCHEMATIC DIAGRAM

CITY OF CAPE TOWN ELECTRICITY SERVICES MANAGER: DRAWING & RECORDS	DRAWN: A.E.HALL 2010-11-14 SCALE: N.T.S	REV
CHECKED:	COMPILED: A.E.HALL 2011-12-05 SHEET 2.2	3
APPROVED: C. MALAN		
	SK 5200	

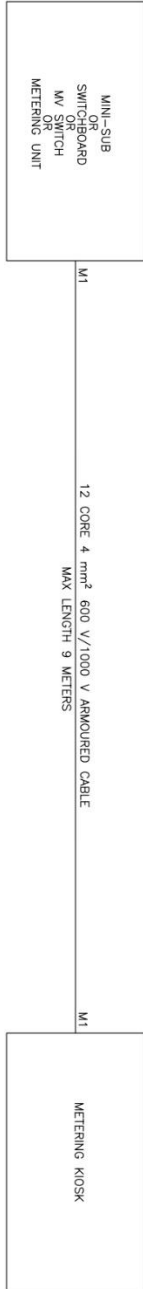


STANDARD AMR METERING SCHEME FOR COMMERCIAL & INDUSTRIAL CUSTOMERS
 MEDIUM VOLTAGE 4-WIRE SCHEMATIC DIAGRAM

CITY OF CAPE TOWN ELECTRICITY SERVICES MANAGER: DRAWING & RECORDS		DRAWN: A.E.HALL 2011-02-24 SCALE: N.T.S	
APPROVED: C. MALAN		COMPLETED: A.E.HALL 2011-12-03 SHEET: 2.4	
CHECKED:		REV: 3	
SK 5200			

NOTE:--
 WIRES NOT TERMINATED TO BE FERRULED
 AND TIED TO LOOM.
 LUGS TO BE USED ON ALL TERMINATIONS.

- 1000 V/600 V
- PANEL WIRE
- COLOUR CODED
- BOOT LACE
- FERRULES TO BE USED ON ALL TERMINATIONS



NOTE:-
CABLES TO BE GLANDED AND
SHROUDED & CLEARLY MARKED

STANDARD AMR METERING SCHEME FOR COMMERCIAL & INDUSTRIAL CUSTOMERS
CABLE BLOCK DIAGRAM

CITY OF CAPE TOWN ELECTRICITY SERVICES MANAGER: DRAWING & RECORDS	DRAWN COMPILED APPROVED CHECKED	A.E.HALL A.E.HALL MULANI	2010-11-14 2011-12-09 SHEET 3	SCALE: N.T.S.	REV 3
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SK 5200

[14] TRADE NAMES OR PROPRIETARY PRODUCTS

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

[15] EMPLOYMENT OF SECURITY PERSONNEL

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

[16] FORMS FOR CONTRACT ADMINISTRATION

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

- a) Monthly Project Labour Report (described below)

The Monthly Project Labour Report must include details of all labour (including that of sub-contractors) that are South African citizens earning less than **R 350** per day, as adjusted from time to time (excluding any benefits), who are employed on a temporary or contract basis on this contract in the month in question.

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

C.6 SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions

Insert new clause 1.1A with the following:

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

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

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

Add the following after Clause 1.25:

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

3. General Obligations

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

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

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

has been issued to the Supplier.

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

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

Add the following after clause 5.4:

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

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

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

- 5.8.3.3 Not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Purchser;
- 5.8.3.4 Comply with all reasonable directions or instructions given to it by the Purchaser in relation to the form and manner of use of the CCT Intellectual Property, including without limitation, any brand guidelines which the Purchaser may provide to the Supplier from time to time;
- 5.8.3.5 Ensure that its employees, directors, members and contractors comply strictly with the provisions of this Clause 5.5.8.4 above unless the Purchaser expressly agrees to the contrary, in writing and only after obtaining due internal authority for such agreement.
- 5.8.4 The Supplier represents and warrants to the Purchaser that, in providing Goods and/or Services for the duration of the agreement it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Purchaser from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the Supplier of any third party's Intellectual Property rights.
- 5.8.5 Upon expiry of the contract period and in the event that the Contract is terminated, ended or is declared void, any and all of the Purchaser's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Purchaser by the Supplier and no copies thereof shall be retained by the Supplier unless the Purchaser expressly and in writing, after obtaining due internal authority, agrees otherwise.

Add the following after clause 5.8:

5.9 Protection of Personal Information Act of 2013

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

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

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

5.10 PERFORMANCE MONITORING

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

7. Performance Security

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

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

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

11. Insurance

Add the following after clause 11.1:

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

[11.2.4 In the case of Contracts for delivery of professional services, 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.]

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

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

15. Warranty

Add to Clause 15.2:

15.2 The warranty for this Contract shall remain valid for six (6) months from date of Delivery of the Goods and/or Services.

16. Payment

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

16.1 Payment of invoices will be made:

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

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

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

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

Add the following after clause 16.4

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

16.6 The Purchaser will only make advanced payments to the Supplier in strict compliance with the terms and conditions as contained in the Pro forma Advanced Payment Guarantee and only once the authenticity of such guarantee has been verified by the Purchaser's Treasury Department. **NOT APPLICABLE.**

17. Prices

Add the following after clause 17.1

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

17.3 If as a result of any extension of time granted, the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then contract price adjustment may

apply to that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents.

17.4 Prices are firm and not subject to adjustment

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

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

20. Subcontracts

Add the following after clause 20.1:

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

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

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

NOT APPLICABLE

Delete clause 22.1 and replace with the following:

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

actual Delivery or performance.

22.2 The Purchaser shall, without prejudice to its other remedies under the contract, deduct from amounts payable, financial penalties as contained on the Preference Schedule for breaches of the conditions upon which preference points were awarded.

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

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

Add the following after clause 23.7:

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

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

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

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

23.8.4 Reputational risk or harm to the Purchaser

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

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

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

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

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

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

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

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

is mitigated.

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

27. Settlement of Disputes

Amend clause 27.1 as follows:

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

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

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

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

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

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

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

28. Limitation of Liability

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

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

Add the following after clause 28.1:

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

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

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

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

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

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

32. Taxes and Duties

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

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

Add the following after clause 32.3:

32.4 The VAT registration number of the CCT is 4500193497.

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations

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

C.7 GENERAL CONDITIONS OF CONTRACT

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

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1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 'Closing time' means the date and hour specified in the bidding documents for the receipt of bids.

1.2 'Contract' means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 'Contract price' means the price payable to the supplier under the contract for the full and proper performance of his or her contractual obligations.

1.4 'Corrupt practice' means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 'Countervailing duties' are imposed in cases in which an enterprise abroad is subsidised by its government and encouraged to market its products internationally.

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

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance Security

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

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

8. Inspections, tests and analyses

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

28. Limitation of Liability

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

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

29. Governing language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

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

C.8 ANNEXURES

Annexure A – Pro Forma Insurance Broker’s Warranty



Letterhead of supplier’s Insurance Broker

Date _____

CCT
City Manager
Civic Centre
12 Hertzog Boulevard
Cape Town
8000

Dear Sir

TENDER NO.: 2023/24

TENDER DESCRIPTION:

NAME OF SUPPLIER: _____

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

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

Yours faithfully

Signed: _____

For: _____ (Supplier’s Insurance Broker)

MONTHLY PROJECT LABOUR REPORT



BENEFICIARY DETAILS AND WORK INFORMATION

CONTRACT OR WORKS PROJECT NUMBER:
--

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	

Annexure C - Pro Forma Performance Security/ Guarantee

GUARANTEE PERFORMANCE SECURITY

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address of Guarantor:

"Supplier" means:

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

Amount in words:

"Guaranteed Sum" means: The maximum amount of R

Amount in words:

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

PERFORMANCE GUARANTEE

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

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

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

Annexure D - Pro Forma Advance Payment Guarantee

ADVANCE PAYMENT GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address of guarantor:

"Supplier" means:

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

Amount in words:

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

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

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

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

Amount in words:

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

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

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

Approved Financial Institution as at 28 February 2023:

1.1 National Banks

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

1.2 International Banks (with branches in South Africa)

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

1.3 Insurance Companies

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

Annexure F - Tender Returnable Documents

Schedule F.1: Contract Price Adjustment
--

NOT APPLICABLE

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

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

1. We, the undersigned, are submitting this tender offer as a partnership/ joint venture/ consortium and hereby authorize Mr/Ms _____, of the authorised entity _____, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/ consortium’s behalf.

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

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

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

Schedule F.3: Declaration for Procurement above R10 million

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

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

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

If YES, submit audited annual financial statements:

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

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

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

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

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

2.2 If YES, provide particulars:

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

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

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

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

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

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

If YES, furnish particulars below

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

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

 Date

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

1. GENERAL CONDITIONS

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

1.2 To be completed by the organ of state

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

The following definitions shall apply to this schedule:

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**POINTS AWARDED FOR PRICE****THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

80/20 or 90/10

Or

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT**POINTS AWARDED FOR PRICE**

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

80/20 or 90/10

Or

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

5. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	To be Completed by the Organ of State	To be Completed by the Tenderer
	Number of points Allocated (80/20 system)	Number of points claimed (80/20 system)
Gender	5	
Race	5	
Disability	3	
Promotion of Micro and Small Enterprises	7	

DECLARATION WITH REGARD TO COMPANY/FIRM

5.3 Name of company/firm.....

5.4 Company registration number:

5.5 TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

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

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

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

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

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

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

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

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

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

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

Full Name	Identity Number	State Employee Number

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

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

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

'MSCM Regulations: "in the service of the state" means to be –

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

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

Schedule F.6: Conflict of Interest Declaration

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

YES		NO	
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1.1 If yes, the tenderer is required to set out the particulars in the table below:

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

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

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

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

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

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

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

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

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

 Date

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

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

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

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

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

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

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

Date

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

To: THE CITY MANAGER, City of Cape Town

From: _____
(Name of tenderer)

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

The tenderer:

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

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

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

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

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

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

Date

Schedule F.9: Certificate of Independent Tender Determination
--

I, the undersigned, in submitting this tender number **214S/2023/24** and tender description: **PROVISION OF LV AND MV METER INSTALLATION SERVICES** in response to the tender invitation made by THE CCT, do hereby make the following statements, which I certify to be true and complete in every respect:

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

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

Signature

Print name:

Date

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 F.10: Proposed Deviations And Qualifications By Tenderer
--

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

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

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

PAGE	CLAUSE OR ITEM	PROPOSED DEVIATION OR QUALIFICATION

List relevant documentation attached in Schedule F.10 below.

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

 Date

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

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

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

Attach additional pages if more space is required.

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

 Date

Schedule F.12: Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

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

 Date

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

The following information shall be provided with the Tender:

The following shall be available with the tender as indicated in clause 2.2.1.1.5 of Volume 1:

1. At minimum, two (2) NRS040 qualified responsible persons with proof of valid certificates,
2. At minimum, two (2) staff members with proof of accreditation certificates in accordance with SANS 474 Class 4 meter worker to be submitted with the tender,
3. Pro-forma Health and Safety plan (Safety specification CTES 067 -Annexure K to be used as guideline)
4. Pro-forma contract appointment letter and ECSA registration details of the Professional Engineer / Technologist appointed by the tenderer,
5. ***The Tender will be declared non-responsive if any of the above items are not submitted (Refer to Clause 2.2.1.1.8 of Conditions of Tender)***

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

Date

Schedule F.14: Appeal Application
--

annexure 'B'

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

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

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

GL DATA CAPTURE RECEIPT
(CASHIERTO RETAIN A COPY)

RECEIPT NO: _____

DATE: _____

SAP GL:

8	1	0	1	0	0
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PROFIT CENTRE:

1	3	0	5	0	0	0	1
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NAME/COMPANY NAME:

AMOUNT:

						R	3	0	0	-	0	0
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SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES: APPEALS UNIT

CONTACT PERSON: CHARLENE CEBEKHULU / MELANIE CLOETE

PHONE NO: 021 400 2503 / 021 400 3788

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

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

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

GL DATA CAPTURE RECEIPT
(CASHIERTO RETAIN A COPY)

RECEIPT NO: _____

DATE: _____

SAP GL:

8	1	0	1	0	0
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PROFIT CENTRE:

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

NAME/COMPANY NAME:

AMOUNT:

						R	3	0	0	-	0	0
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SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES: APPEALS UNIT

CONTACT PERSON: CHARLENE CEBEKHULU / MELANIE CLOETE

PHONE NO: 021 400 2503 / 021 400 3788

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