

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: 282S/2024/25
TENDER DESCRIPTION: SUPPLY, DELIVERY, INSTALLATION, PROGRAMMING, TESTING & COMMISSIONING OF TWO LARGE OUTDOOR VIDEO DISPLAY SCREENS AT THE CAPE TOWN STADIUM

CONTRACT PERIOD: [6] MONTHS FROM THE COMMENCEMENT DATE OF THE CONTRACT

CLOSING DATE **26 June 2025**

CLOSING TIME **10:00 am**

TENDER BOX NUMBER **238**

TENDER FEE **R200**

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	:	23 May 2025
SITE VISIT/CLARIFICATION MEETING	:	Time: 10:00 on Date: 06 June 2025 (Not compulsory, but strongly recommended)
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	CAPE TOWN STADIUM, FOYER G, FLOOR 3, FRITZ SONNENBERG ROAD, CAPE TOWN
TENDER BOX & ADDRESS	:	Tender Box as per front cover at the Tender & Quotation Boxes Office , 2 nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town. : The Tender Document (which includes the Form of Offer and Acceptance) completed 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. 282S/2024/25: TENDER DESCRIPTION: SUPPLY, DELIVERY, INSTALLATION, PROGRAMMING, TESTING & COMMISSIONING OF TWO LARGE OUTDOOR VIDEO DISPLAY SCREENS AT THE CAPE TOWN STADIUM ” , the tender box number. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer’s responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.
CCT TENDER REPRESENTATIVE	:	Email: Finance.Tenders@capetown.gov.za

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

T.2 CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

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

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

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

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

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

2.1.2 Interpretation

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

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

2.1.3 Communication during tender process

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

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

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

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

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

2.1.5 Procurement procedures

2.1.5.1 General

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

The CCT intends to appoint a single tenderer for the allocation of work. If insufficient responsive bids are received, the CCT reserves the right not to appoint a tenderer at all.

The contract period shall be for a period of [6] 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.

2.1.5.2.1 Tenderers shall submit in the first stage only technical proposals. The CCT shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of applicable procurement documents.

2.1.5.2.2 The CCT shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the Conditions of Tender, and award the contract in terms of these Conditions of Tender.

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

2.2.1.1.3 Eligibility Criteria

Compliance with Specifications in order to be declared responsive, the tenderer must comply fully with the specifications outlined in the tender documents. The tenderer is required to demonstrate compliance with the full extent of the technical specifications. In order to be evaluated for compliance with the technical specifications, the tenderer must complete Schedule F.13A. It is the responsibility of the tenderer to fully and accurately complete this schedule to enable the most favourable tender outcomes.

In order to be evaluated for compliance with the eligibility criteria, the tenderer must clearly mark the item numbers on the requested documentation, and submit as per the specification requirement in Schedule 13A.

2.2.1.1.3 (a) Product data sheets – as per brand offered (specifications)

2.2.1.1.3 (b) Product designs (show measurements, material, colour, pitch, IP ratings etc.)

2.2.1.1.3 (c) Operating and Maintenance manuals

2.2.1.1.3 (d) Quality assurance (testing method and parameters)

2.2.1.1.4 Minimum score for functionality

Only those tenders submitted by tenderers who achieve the minimum score for functionality as stated below will be declared responsive.

The description of the functionality criteria and the maximum possible score for each is shown in the table below. The score achieved for functionality will be the sum of the scores achieved, in the evaluation process, for the individual criteria.

NO	ITEM	POINTS
1	Relevant Project Experience and Value	40
1.1	<p>References:</p> <ul style="list-style-type: none"> Provide favourable reference letters with specific reference to value of contract, type of screen installed, screen structure, electrical and data reticulation. <p>Tenderers to complete Schedule F13B</p> <p><i>Total scoring: <R2mil = 0 points; R2mil-R5mil = 15 points; R5mil-R8mil = 25 points; >R8mil = 40 points</i></p>	40
2	Establishment & Resources	30
2.1	<p>Company Turn-over:</p> <p>Provide detailed information about the company turn-over with specific reference to both skilled labour resources and technical expertise, as well as your proven maximum rate of work execution and delivery during past projects, expressed in monetary value earned per month as shown in company financial statements.</p> <p>Tenderers to complete Schedule F13C</p> <p><i>Total scoring: Company turn-over to deliver at a rate of R5m per month=30 points; R2.5m per month=20 points; R1m per month=10 points; Less than R1m per month=0 points.</i></p>	30
3	Implementation / methodology statement and Preliminary Programme	30
3.1	<p>In order to demonstrate the experience on installation of outdoor video screens the tenderer shall submit as part of the tender returnable documentation the following:</p> <p>A. Implementation / methodology statement for a from inception stage up to final handover stage.</p> <p>Scoring on the documentation submitted as part of the tender returnables will be done in the following categories:</p> <ul style="list-style-type: none"> Compliance to OSHACT (3) Breakdown of Activities (3) Method to perform activities (3) Structural Assembly method statement (3) Electronic component manufacturing (3) <p>B. Typical programme presented on a Gantt chart showing key dates and events for the full implementation of a</p>	15
		15

	<ul style="list-style-type: none"> a. Task interdependency (3) b. Critical Path (3) c. Resource loading - Histogram (3) d. Key Milestones (3) e. Testing and commissioning (3) <p>Tenderers to complete Schedule F13D</p> <p><i>Total scoring :</i> <i>Scoring is based on level of detail presented on the documentation provided for each of the categories, to a maximum of 30 points.</i></p>	
	TOTAL POINTS FOR FUNCTIONALITY	100

The minimum qualifying score for functionality is [60] out of a maximum of [100].

Where the entity tendering is a Joint Venture, the tenderer's tender response must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the joint venture.

Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format to ensure optimal scoring of functionality points for each Evaluation Criteria. Failure to provide all information **IN THIS TENDER SUBMISSION** could result in the tenderer not being able to achieve the specified minimum scoring.

A more detailed explanation of the functionality criteria is given below:

References:

Reference letters shall contain the following information:

- Letter head of the company
- Client name
- Verifiable client contact details (contact number and email address)
- Verifiable Consulting Engineer details (contact number and email address)
- Client signature
- Project name (can also just be location or building where screens were installed)
- Project start date
- Project completion date
- **Screen value**
- **Screen type**
- **Structure**
- **Electrical and data reticulation**

Upon verification the reference will need to confirm that the installation was successful without contractual shortcomings or technical failure.

Establishment & Resources:

Tenderer to provide monthly cash flow statement for at least 3 years, aligned with company financial statements.

Implementation / methodology statement and Preliminary Programme:

- Implementation / methodology statement from inception stage up to final handover stage. The tenderer shall describe how the project will be executed in terms of the following:
 - Compliance to OSHACT and OSHACT certification.
 - Breakdown of activities for each discipline (Electronic, Electric, Structural)
 - Method to perform activities is to be provided on how the dismantling, erection and commissioning of the LED screens.
 - A Structural Assembly Plan is to be provided to showcase which parts are to be welded and how it will be carried out.
 - Electronic component manufacturing will be demonstrated by indicating where electronic components are manufactured and in which environments.
- Typical programme presented on a Gantt chart and shall indicate all construction activities, phasing and monthly expenditure with reference to the scope of works. The programme shall be in the form of a bar chart (Gantt Chart) which will reflect the proposed sequence and tempo of various activities.

The programme shall also indicate the point where the tenderer intends to commence work operations, the direction in which the work will proceed and the critical path of the proposed programme. The working hours shall also be indicated. The Gantt chart should indicate the following:

- Task items
- Resource loading per task
- Key Milestones (start and completion of each task)
- Testing and commissioning

2.2.1.1.7 Provision of samples

Not Applicable

2.2.2 Cost of tendering

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

2.2.3 Check documents

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

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

2.2.4 Confidentiality and copyright of documents

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

2.2.5 Reference documents

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

2.2.6 Acknowledge and comply with notices

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

2.2.7 Clarification meeting

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

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

2.2.8 Seek clarification

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

2.2.9 Pricing the tender offer

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

2.2.10 Alterations to documents

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

2.2.11 Alternative tender offers

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

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

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

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

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

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

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

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

2.2.12 Submitting a tender offer

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

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

2.2.12.3 The tenderer shall sign the original tender offer where required in terms of the Conditions of Tender. The tender shall be signed by a person duly authorised by the tenderer to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation / founding document of the joint venture or any other document signed by all Parties, in which is defined precisely

the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner.

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

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

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

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

2.2.12.8 By signing the offer part of the Form of Offer (**Section 5, Part A hereto**) the tenderer warrants and agrees that all information provided in the tender submission is true and correct.

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

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

2.2.13 Information and data to be completed in all respects

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

2.2.14 Closing time

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

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

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

2.2.15 Tender offer validity and withdrawal of tenders

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

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

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

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

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

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

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

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

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

2.2.17 Provide other material

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

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

- a) audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing;
- b) a certificate signed by the tenderer certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;

- c) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
- d) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

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

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

2.2.18 Samples, Inspections, tests and analysis

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

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

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

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

2.2.19 Certificates

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

2.2.19.1. Preference Points for Specific Goals

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

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

2.2.19.2 Evidence of tax compliance

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

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

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

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

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

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

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

2.2.21 Claims arising from submission of tender

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

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

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

2.3 The CCT’s undertakings

2.3.1 Respond to requests from the tenderer

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

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

2.3.2 Issue Notices

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

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

2.3.3 Opening of tender submissions

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

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

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

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

2.3.4 two-envelope system

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

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

2.3.5 Non-disclosure

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

2.3.6 Grounds for rejection and disqualification

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

2.3.7 Test for responsiveness

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

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

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

- a) Detrimentally affect the scope, quality, or performance of the goods, services or supply identified in the Specifications,
- b) Significantly change the CCT's or the tenderer's risks and responsibilities under the contract,
or
- 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 tender sum / amount as set out in the **Price Schedule (Section C.4)**.

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

Preference points shall be 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) <i>Equal/ below R50 mil</i>	Evidence	Additional Guidance
<i>Persons, or categories of persons, historically disadvantaged- (HDI) by unfair discrimination on the basis of</i>				
1	Gender are women (ownership)* >75% - 100% women ownership: 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:

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

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

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

2.3.11 Negotiations with preferred tenderers

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

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

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

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

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

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

2.3.12 Acceptance of tender offer

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

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

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

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

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

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

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

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

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

2.3.13 Prepare contract documents

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

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

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

2.3.14 Notice to successful and unsuccessful tenderers

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

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

2.3.15 Provide written reasons for actions taken

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

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
SUPPLY CHAIN MANAGEMENT		
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TENDER NO: 282S/2024/25
TENDER DESCRIPTION: [SUPPLY, DELIVERY, INSTALLATION, PROGRAMMING, TESTING & COMMISSIONING OF TWO LARGE OUTDOOR VIDEO DISPLAY SCREENS AT THE CAPE TOWN STADIUM
CONTRACT PERIOD: [6] 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 282S/2024/25: SUPPLY, DELIVERY, INSTALLATION, PROGRAMMING, TESTING & COMMISSIONING OF TWO LARGE OUTDOOR VIDEO DISPLAY SCREENS AT THE CAPE TOWN STADIUM

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 282S/2024/25: SUPPLY, DELIVERY, INSTALLATION, PROGRAMMING, TESTING & COMMISSIONING OF TWO LARGE OUTDOOR VIDEO DISPLAY SCREENS AT THE CAPE TOWN STADIUM

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 282S/2024/25: SUPPLY, DELIVERY, INSTALLATION,
PROGRAMMING, TESTING & COMMISSIONING OF TWO LARGE
OUTDOOR VIDEO DISPLAY SCREENS AT THE CAPE TOWN STADIUM**

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

Notes:

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

1 Subject
Details

2 Subject
Details

3 Subject
Details

4 Subject
Details

ONLY TO BE
COMPETED AT
ACCEPTANCE STAGE

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

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the Commencement Date, shall have any meaning or effect between the Parties arising from the agreement.

FORM OF OFFER AND ACCEPTANCE (continued)

**TENDER 282S/2024/25: SUPPLY, DELIVERY, INSTALLATION,
PROGRAMMING, TESTING & COMMISSIONING OF TWO LARGE
OUTDOOR VIDEO DISPLAY SCREENS AT THE CAPE TOWN STADIUM**

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

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

The..... (Day)

Of..... (Month)

20..... (year)

At..... (Place)

For the Supplier: Signature(s)

Name(s)

Capacity

Signature and name of witness:

Signature Name

**ONLY TO BE
COMPLETED AT
ACCEPTANCE STAGE**

C.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

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

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

I,, representing

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No. :

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

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

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

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

Signed 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'

CAPE TOWN DHL STADIUM					
PROPOSED NEW OUTDOOR VIDEO DISPLAY SCREENS (OVDS)					
SCHEDULE OF QUANTITIES - ELECTRICAL AND ELECTRONIC SERVICES					
	Description	Units, Tendered Rates, Measured Quantities and Totals			
		Unit	Quantity	Rate	Total
A	P&G - For the Total Contract				
1	FIXED CHARGE ITEMS				
1.1	Contractual requirements including all insurance	sum	1		
1.2	Provision of facilities on site	sum	1		
1.2.1	General responsibilities and other fixed charge obligations	sum	1		
1.2.2	Removal of site establishment	sum	1		
1.3	Compliance to the OHS Act including all site programmes, inductions etc.	sum	1		
1.4	Compliance to the NEMA Act and Tenders Environmental Management Plan	sum	1		
2	TIME RELATED ITEMS				
2.1	Contractual requirements	sum	1		
2.2	Operation and Maintenance of facilities on site	sum	1		
2.3	Supervision and Company Overhead Costs for duration of contract (to include for contractor's OHS documentation etc.)	sum	1		
2.4	Temporary works and hoisting equipment that can access the works area, for handling of the material safely and to ensure the structure is stable during erection.	sum	1		
3	SUMS				
3.1	Accommodation of stadium requirements, barricades, signage, hoardings, etc	sum	1		
3.2	Detail site survey for exact setting out for fixing points to stadium concrete frame. Screen frame to be set out on site, and marked to confirm all site constraints, like plastic seating and steel balustrade, and handrails to be removed, prior to installation.	sum	1		

3.3	Allowance for the appointment of an OHS Consultant. This allowance is for the CLIENTS OHS control and the Contractor to make due allowance for his own OHS requirements.	PC sum	1	R50 000,00	R50 000
3.3.1	Attendance on item A.3.3 above	Sum	1		
3.4	Compliance to OSH Act including site programme, induction etc	Sum	1		
3.5	Compliance to the NEMA Act and Tenders Environmental Management Plan	Sum	1		
B	PER SCREEN - NORTH EAST				
1	Electrical Installation				
1.1	Electrical Installation				
1.1.1	SDB-SCREEN to Drawing13 of Annexure G Supply & Install	no	1		
1.1.2	Breakers Rate only (Refer to Drawing 13 of Annexure G for breaker type & model				
1.1.2.1	20 A 1 P - Rate Only	no	1		-
1.1.2.2	32 A 3 P - Rate Only	no	1		-
1.1.2.3	250 A 4 P - Rate Only	no	1		-
1.1.2.4	Surge Arrester - Rate Only	no	1		-
1.1.2.5	RWB LED Indicator	no	1		
1.1.3	Electrical Equipment to Drawings 8, 9, 10, 11 & 12 of Annexure G Supply & Install				
1.1.3.1	Switched Socket Outlets Complete with Drawboxes	no	3		
1.1.3.2	Isolator Switch Complete with Drawboxes	no	2		
1.1.3.3	Vapour Proof Light Fittings Complete with Fittings & Connectors	no	20		
1.1.3.4	1-lever 2-Way Light Switch Complete with Drawboxes Fittings & Connectors	no	2		
1.1.3.5	20mmØ Bosal Complete with Saddles, Bends, Connectors & Fixings	m	30		
1.1.3.6	25mmØ Bosal Complete with Saddles, Bends, Connectors & Fixings for Fire Detection Putposes	m	57		
1.1.3.7	Cable Rack CS HCT CT 300mm Wide Complete with Supports, Fixings, etc	m	124		
1.1.3.8	Cable Rack CS HCT CT 450mm Wide Complete with Supports, Fixings, etc	m	7		
1.1.3.9	Cable Rack CS HCT CT 600mm Wide Complete with Supports, Fixings, etc	m	5		
1.1.3.10	Cable Ladder CS HCT CL 100mm Wide Complete with Supports, Fixings, etc	m	2		
1.2	Electrical Cables - Supply and Install on Cable Ladders/Racks or in Sleeves				
1.2.1	120mm ² 4c/Cu/PVC/PVC/SWA/PVC/600-1000V	m	62		
1.2.2	Terminations for the above	no	2		
1.2.3	70mm ² BCEW for Earthing	m	62		
1.2.4	Terminations for the above	no	2		
1.2.5	1.5mm ² Black Surfifx	m	125		
1.2.6	2.5mm ² Black Surfifx	m	35		
1.2.7	4.0mm ² 3c/Cu/PVC/PVC	m	28		
1.2.8	95mm ² 4c/Cu/PVC/PVC/SWA/PVC/600-1000V - Rate Only	m	1		-
1.3	250 A 4 P - Breaker at Supply point - Supply, Install & Terminate	no	1		
1.4	Testing & Commissioning	sum	1		

2	Air Conditioning Installation				
2.1	All A/C Works				
2.1.1	New Installation - Provisional Sum	sum	1	R340 000	R340 000
2.1.2	Attendance on the Provisional Sum above in 2.1.1	%			
2.2	Re-use the existing equipment (Labour Only)	sum	1		
3	Fire Detection Installation				
3.1	All FD Works				
3.1.1	Fire Detector Sensors & Backing Plates fixed to Round Drawboxes	no	5		
3.1.2	PH120 FR Cable in 25mmØ BOSAL (By Others) or on Cable Rack (By Others)	m	105		
3.1.2	PH120 FR Cable Joints and Loop into existing System	no	2		
3.2	Re-use the existing Fire Detector Sensors (Labour Only)	no	1		
3.3	Looping & Commissioning	Sum	1		
4	Screen Enclosure & Structure				
4.1	SITE CLEARANCE				
	Dismantle and hand over to the client's representatives the following portions of the existing structure				
	<u>Plastic chairs and steel balustrades</u>				
4.1.1	a) Removal of plastic chairs and balustrading, in the area of the screen, as confirmed on site. (+/- 25m long x +/- 12m wide area, where new screen structure will be built)	m ²	300		
4.1.2	b) removal of any other electrical services or fittings or finishes in the area that may clash with the new installation	sum	1		
4.2	ADDITIONAL ITEMS				
4.2.1	Installing new galvanized steel brackets L200x120x12 (0.85m long as per detail complete) from below the precast seats. Access to be provided by the client, by means of removal of the drywall installation below the seating for access, at the 3 column locations. (Contractor may only remove a portion of the clients dry-wall , and make good, if permission is granted, alternatively.)	no	6		
4.2.2	Marking for approval (+/- 850mm x 600mm area), and cut with a grinder and demolish the precast concrete seat for new opening for steel columns. Work neatly and dispose of the debris to spoil.	no	3		
4.2.3	Setting out of anchor fixings for steel columns and braces and marking out and checking with Ferro scanner for the existing rebar in the concrete supports, before drilling.	no	110		
4.2.4	Load testing of all column fixing connection assembly to the stadium beam to 1.3 times the specified load requirement, by specialist, as per project specifications.	no	3		
4.2.5	Load testing of all lateral tie bracing fixing connection assembly to stadium raking columns to 1.3 times the specified load requirement, by specialist as per project specifications.	no	6		
4.3	STRUCTURAL STEELWORK				

	Supply and fabrication and installation, complete of - Screen structure				
4.3.1	Prepare 3D shop detail drawings in Strucad or Tekla, or similar 3D steelwork detailing software, for Engineer's approval	sum	1		
4.3.2	Supply and fabricate steelwork in accordance with tender drawings complete with all connections and bracing, etc. as per breakdown below				
4.3.2.1	CFLC 150x50x20x2.5 vertical fixing brackets for LED screens	kg	1 750		
4.3.2.2	L50x50x4 walkway supports and small diagonal bracing	kg	1 550		
4.3.2.3	L70x70x6 medium diagonal bracing	kg	3 000		
4.3.2.4	L90x90x8 large diagonal bracing	kg	4 200		
4.3.2.5	PFC 100 walkway support channels	kg	2 000		
4.3.2.6	PFC 200 screen frame members	kg	5 200		
4.3.2.7	UC 152x152x23 Bracing beams	kg	3 150		
4.3.2.8	UC 203x203x46 Main frame support beams	kg	500		
4.3.2.9	UC 254x254x73 Main frame support beams	kg	2 300		
4.3.2.10	10% Allowance for cleats, endplates, gussets and splices, to all steelwork	kg	2 400		
4.3.3	Hot dipped galvanizing and degreasing of all hot rolled steelwork and transport for delivery to galvanizer and transported to site.	kg	24 400		
4.3.4	Mentex Walkway gratings from electroplated expanded metal from 3m x 2.4m x 3mm thick steel panels, cut in half to fit in the 1.5m wide walkways. Fixed or welded to the steel frames completely installed, to suite the contractors assembly plans. Contractor to provide sample for approval, by Engineer.	kg	1 740		
4.3.5	Transport Steelwork to site and deliver to approved site establishment area, in stadium parking, area or where agreed with client, to suite the works.	sum	1		
4.3.6	Erect Steelwork on site as per drawing	sum	1		
4.3.7	Supply and install hot dipped galvanised bolts				
4.3.7.1	a) M12 grade 8.8 bolts for small walkway elements. M16 grade 8.8 bolts for medium elements and M20 Bolts grade 8.8 for large bracing and beams	kg	1 200		
4.3.7.2	b)M24 Heavy Duty Chemical anchors with grade 8.8 threaded rods, as per details, and supplier specifications	no	100		
4.3.7.3	c)M16 Heavy duty Chemical anchors with grade 8.8 threaded rods, as per details and supplier specifications.	no	12		
4.3.8	Supply, fabricate, deliver & installation of catladders				
4.3.9	a) Catladders 10.8m high from Bottom of screen to top of screen frame, on either ends of the screen structure, that is accessible from each level of the structure, as per details on drawings.	no	2		
4.3.10	Supply and install 25mm thick non-shrink grout under steel baseplates	m ²	2		
4.3.11	Supply and fix teflon pads ontop of the steel brackets supporting the precast stairs, as per details	m ²	0,6		
4.3.12	Extra over for sectional approval according the Contractors's method statement for assembly and installation of the steelwork.	sum	1		

4.4	CLADDING & SHEETING				
4.4.1	Supply and install complete new 0.52mm Aluzink ZA250 IBR sheets, (colour to be confirmed) on all sides of the 1.5m walkway structure, including the bottom of the screen where accessible. Fixing will be directly to the hot rolled steel channels, so allowance to be made for correct drill fixing tools for site drilling with posidrive screws through 8mm of steel. Rest of the bottom to be closed down vertically to the concrete treads, and fixed with an aluminium trim, that gets fixed with nail plugs to the concrete.	m ²	350		
4.4.2	Supply and install ancillaries				
4.4.2.1	a) 2 steel frame IBR cladded access doors at catladders with door handles and deadbolt lock to be installed complete.	sum	2		
4.4.2.2	Aluminium angle flashing closures at edges of sheeting to be installed with pop-rivets, on all exposed edges of the cladded structure.	m	140		
4.4.2.3	Neat penetrations to be cut where bracing elements at back of the frame, will penetrate the side cladding at the back of the structure.	no	30		
4.4.2.4	Flashing closures with aluminium sheets to be purpose made to close up the various penetrations of the sheeting at the back of the steel structure.	no	30		
4.5	CORROSION PROTECTION				
	Paint specification for painting of all steel that is to be galvanized, that will be delivered to site, complete with all requirements (See project specifications for details - SHEET 3)				
4.5.1	1st Coat:	sum	1		
	Plascotuff 3000 (off-site)				
	(PEX 3004 Grey / PEH 3				
	Hardener)				
	Mixing Ratio: 4:1 by				
	volume				
4.5.2	2nd Coat:	sum	1		
	Wall & All White				
	(WAA1) (off-site)				
4.5.3	3rd Coat:	sum	1		
	Wall & All White				
	(WAA1) (on-site)				
5	Screen - 6.67mm per pixel				
5.1	Screen (23040mm to 23200mm W x 10800mm H)				
5.1.1	LED Video Screen - Priced per Fully Functional Screen Including all Control Equipment needed to operate the Screen, Including Cabling from SDB-SCREEN to individual Usage Points	sum	1		
5.1.2	Control Equipment - Must be included in the Price Above - Rate Only	sum	1		-
5.1.3	Content Vizualisation, Software, Mixing & Transmitter System - Rate Only	sum	1		
5.1.4	Fibre, Data and Video Cabling	sum	1		
5.1.5	Fibre Cabling - Rate Only	m	1		-

6	Existing BARCO Screen and Structure Dismantling and Storage				
6.1	Dismantle and Transport BARCO Screen to a designated storage area in stadium. All Interconnection Cabling must be uncoupled and removed without breakages, properly marked for ease of recognition during re-use, folded and crated before being transported to the designated storage area in the stadium. Fibre Connections must be Uncoupled and Sealed for later use. Electrical and Fire-Detection equipment must be removed without breakages and safely stored close to the existing screens for possible re-use. All A/C systems must be disassembled in natural elemental units and stored close to the existing screens for re-use. BARCO Cabinets must be carefully unbolted and removed from top down without breakages. Especial care must be taken with the pixels. The cabinets must be moved to the designated storage area in the stadium for re-use at a later date. All Bolts and Nuts must be contained in polymeric containers, clearly marked for ease of recognition and re-use and stored with the Cabinets. No equipment may be discarded without explicit written approval from the Consulting Engineer.	sum	1		
6.2	Dismantle and Transport Existing Structure to Designated Storage Area in the Stadium. All Metal Elements must be unbolted from the top down into the same elements as prior to the original assembly. No cutting of structural elements shall be allowed without prior written approval from the Structural Engineer. These structural elements must be properly labeled before being moved and stored in the designated storage area in the stadium for re-use. All Bolts and Nuts must be contained in polymeric containers, clearly marked for ease of recognition and re-use and stored with the existing Structural Elements.	sum	1		
6.3	Dismantle the Existing Enclosure Material. The metal elements must be disassembled by unbolting and stored with the existing structural elements for later use. Covering Material can be cut-up in-situ to manageable pieces for transport to an approved dumping area and discarded. All Bolts and Nuts to be contained in polymeric containers, clearly marked for ease of recognition and re-use and stored with the existing Structural elements.	sum	1		
6.4	Cranes and/or lifting equipment required for the disassemblies as per the descriptions above and transport to designated storage areas or approved dumping Area.	sum	1		
C	PER SCREEN - SOUTH WEST				
7	Electrical Installation				
7.1	Electrical Installation				
7.1.1	SDB-SCREEN to Drawing 13 of Annexure G Supply & Install	no	1		

7.1.2	Breakers Rate only (Refer to Drawing 13 of Annexure G for breaker type & model)				
7.1.2.1	20 A 1 P - Rate Only	no	1		-
7.1.2.2	32 A 3 P - Rate Only	no	1		-
7.1.2.3	250 A 4 P - Rate Only	no	1		-
7.1.2.4	Surge Arrester - Rate Only	no	1		-
7.1.2.5	RWB LED Indicator	no	1		
7.1.3	Electrical Equipment to Drawings 8, 9, 10, 11 & 12 of Annexure G Supply & Install				
7.1.3.1	Switched Socket Outlets Complete with Drawboxes	no	3		
7.1.3.2	Isolator Switch Complete with Drawboxes	no	2		
7.1.3.3	Vapour Proof Light Fittings Complete with Fittings & Connectors	no	20		
7.1.3.4	1-lever 2-Way Light Switch Complete with Drawboxes Fittings & Connectors	no	2		
7.1.3.5	20mmØ Bosal Complete with Saddles, Bends, Connectors & Fixings	m	30		
7.1.3.6	25mmØ Bosal Complete with Saddles, Bends, Connectors & Fixings for Fire Detection Putposes	m	57		
7.1.3.7	Cable Rack CS HCT CT 300mm Wide Complete with Supports, Fixings, etc	m	124		
7.1.3.8	Cable Rack CS HCT CT 450mm Wide Complete with Supports, Fixings, etc	m	7		
7.1.3.9	Cable Rack CS HCT CT 600mm Wide Complete with Supports, Fixings, etc	m	5		
7.1.3.10	Cable Ladder CS HCT CL 100mm Wide Complete with Supports, Fixings, etc	m	2		
7.2	Electrical Cables - Supply and Install on Cable Ladders/Racks or in Sleeves				
7.2.1	120mm ² 4c/Cu/PVC/PVC/SWA/PVC/600-1000V	m	62		
7.2.2	Terminations for the above	no	2		
7.2.3	70mm ² BCEW for Earthing	m	62		
7.2.4	Terminations for the above	no	2		
7.2.5	1.5mm ² Black Surfex	m	125		
7.2.6	2.5mm ² Black Surfex	m	35		
7.2.7	4.0mm ² 3c/Cu/PVC/PVC	m	28		
7.2.8	95mm ² 4c/Cu/PVC/PVC/SWA/PVC/600-1000V - Rate Only	m	1		-
7.3	250 A 4 P - Breaker at Supply point - Supply, Install & Terminate	no	1		
7.4	Testing & Commissioning	Sum	1		
8	Air Conditioning Installation				
8.1	All A/C Works				
8.1.1	New Installation - Provisional Sum	Sum	1	R340 000	R340 000
8.1.2	Attendance on the Provisional Sum above in 8.1.1	%			
8.2	Re-use the existing equipment (Labour Only)	sum	1		
9	Fire Detection Instalation				
9.1	All FD Works				
9.1.1	Fire Detector Sensors & Backing Plates fixed to Round Drawboxes	no	5		
9.1.2	PH120 FR Cable in 25mmØ BOSAL (By Others) or on Cable Rack (By Others)	m	105		
9.1.2	PH120 FR Cable Joints and Loop into existing System	no	2		
9.2	Re-use the existing Fire Detector Sensors (Labour Only)	no	1		

9.3	Looping & Commissioning	sum	1		
10	Screen Enclosure & Structure				
10.1	SITE CLEARANCE				
	Dismantle and hand over to the client's representatives the following portions of the existing structure				
	<u>Plastic chairs and steel balustrades</u>				
10.1.1	a) Removal of plastic chairs and balustrading, in the area of the screen, as confirmed on site. (+/- 25m long x +/- 12m wide area, where new screen structure will be built)	m ²	300		
10.1.2	b) removal of any other electrical services or fittings or finishes in the area that may clash with the new installation	sum	1		
10.2	ADDITIONAL ITEMS				
10.2.1	Installing new galvanized steel brackets L200x120x12 (0.85m long as per detail complete) from below the precast seats. Access to be provided by the client, by means of removal of the drywall installation below the seating for access, at the 3 column locations. (Contractor may only remove a portion of the clients dry-wall , and make good, if permission is granted, alternatively.)	no	6		
10.2.2	Marking for approval (+/- 850mm x 600mm area), and cut with a grinder and demolish the precast concrete seat for new opening for steel columns. Work neatly and dispose of the debris to spoil.	no	3		
10.2.3	Setting out of anchor fixings for steel columns and braces and marking out and checking with Ferro scanner for the existing rebar in the concrete supports, before drilling.	no	110		
10.2.4	Load testing of all column fixing connection assembly to the stadium beam to 1.3 times the specified load requirement, by specialist, as per project specifications.	no	3		
10.2.5	Load testing of all lateral tie bracing fixing connection assembly to stadium raking columns to 1.3 times the specified load requirement, by specialist as per project specifications.	no	6		
10.3	STRUCTURAL STEELWORK				
	Supply and fabrication and installation, complete of - Screen structure				
10.3.1	Prepare 3D shop detail drawings in Strucad or Tekla, or similar 3D steelwork detailing software, for Engineer's approval	sum	1		
10.3.2	Supply and fabricate steelwork in accordance with tender drawings complete with all connections and bracing, etc. as per breakdown below				
10.3.2.1	CFLC 150x50x20x2.5 vertical fixing brackets for LED screens	kg	1 750		
10.3.2.2	L50x50x4 walkway supports and small diagonal bracing	kg	1 550		

10.3.2.3	L70x70x6 medium diagonal bracing	kg	3 000		
10.3.2.4	L90x90x8 large diagonal bracing	kg	4 200		
10.3.2.5	PFC 100 walkway support channels	kg	2 000		
10.3.2.6	PFC 200 screen frame members	kg	5 200		
10.3.2.7	UC 152x152x23 Bracing beams	kg	3 150		
10.3.2.8	UC 203x203x46 Main frame support beams	kg	500		
10.3.2.9	UC 254x254x73 Main frame support beams	kg	2 300		
10.3.2.10	10% Allowance for cleats, endplates, gussets and splices, to all steelwork	kg	2 400		
10.3.3	Hot dipped galvanizing and degreasing of all hot rolled steelwork and transport for delivery to galvanizer and transported to site.	kg	24 400		
10.3.4	Mentex Walkway gratings from electroplated expanded metal from 3m x 2.4m x 3mm thick steel panels, cut in half to fit in the 1.5m wide walkways. Fixed or welded to the steel frames completely installed,	kg	1 740		
	to suite the contractors assembly plans. Contractor to provide sample for approval, by Engineer.				
10.3.5	Transport Steelwork to site and deliver to approved site establishment area, in stadium parking, area or where agreed with client, to suite the works.	sum	1		
10.3.6	Erect Steelwork on site as per drawing	sum	1		
10.3.7	Supply and install hot dipped galvanised bolts				
10.3.7.1	a) M12 grade 8.8 bolts for small walkway elements. M16 grade 8.8 bolts for medium elements and M20 Bolts grade 8.8 for large bracing and beams	kg	1 200		
10.3.7.2	b)M24 Heavy Duty Chemical anchors with grade 8.8 threaded rods, as per details, and supplier specifications	no	100		
10.3.7.3	c)M16 Heavy duty Chemical anchors with grade 8.8 threaded rods, as per details and supplier specifications.	no	12		
10.3.8	Supply, fabricate, deliver & installation of catladders				
10.3.9	a) Catladders 10.8m high from Bottom of screen to top of screen frame, on either ends of the screen structure, that is accessible from each level of the structure, as per details on drawings.	no	2		
10.3.10	Supply and install 25mm thick non-shrink grout under steel baseplates	m ²	2		
10.3.11	Supply and fix teflon pads ontop of the steel brackets supporting the precast stairs, as per details	m ²	0,6		
10.3.12	Extra over for sectional approval according the Contractors's method statement for assembly and installation of the steelwork.	sum	1		
10.4	CLADDING & SHEETING				

10.4.1	Supply and install complete new 0.52mm Aluzink ZA250 IBR sheets, (colour to be confirmed) on all sides of the 1.5m walkway structure, including the bottom of the screen where accessible. Fixing will be directly to the hot rolled steel channels, so allowance to be made for correct drill fixing tools for site drilling with posidrive screws through 8mm of steel. Rest of the bottom to be closed down vertically to the concrete treads, and fixed with an aluminium trim, that gets fixed with nail plugs to the concrete.	m ²	350		
10.4.2	Supply and install ancillaries				
10.4.2.1	a) 2 steel frame IBR cladded access doors at catladders with door handles and deadbolt lock to be installed complete.	sum	2		
10.4.2.2	Aluminium angle flashing closures at edges of sheeting to be installed with pop-rivets, on all exposed edges of the cladded structure.	m	140		
10.4.2.3	Neat penetrations to be cut where bracing elements at back of the frame, will penetrate the side cladding at the back of the structure.	no	30		
10.4.2.4	Flashing closures with aluminium sheets to be purpose made to close up the various penetrations of the sheeting at the back of the steel structure.	no	30		
10.5	CORROSION PROTECTION				
	Paint specification for painting of all steel that is to be galvanized, that will be delivered to site, complete with all requirements (See project specifications for details - SHEET 3)				
10.5.1	1st Coat:	sum	1		
	Plascotuff 3000 (off-site)				
	(PEX 3004 Grey / PEH 3				
	Hardener)				
	Mixing Ratio: 4:1 by				
	volume				
10.5.2	2nd Coat:	sum	1		
	Wall & All White				
	(WAA1) (off-site)				
10.5.3	3rd Coat:	sum	1		
	Wall & All White				
	(WAA1) (on-site)				
11	Screen - 6.67mm pp				
11.1	Screen (23040mm to 23200mm W x 10800mm H)				
11.1.1	LED Video Screen - Priced per Fully Functional Screen Including all Control Equipment needed to operate the Screen, Including Cabling from SDB-SCREEN to individual Usage Points	sum	1		
11.1.2	Control Equipment - Must be included in the Price Above - Rate Only	sum	1		-
11.1.3	Content Vizualisation, Software, Mixing & Transmitter System - Rate Only	sum	1		
11.1.4	Fibre, Data and Video Cabling	sum	1		
11.1.5	Fibre Cabling - Rate Only	m	1		-
12	Existing BARCO Screen and Structure Dismantling and Storage				

12.1	Dismantle and Transport BARCO Screen to a designated storage area in stadium. All Interconnection Cabling must be uncoupled and removed without breakages, properly marked for ease of recognition during re-use, folded and crated before being transported to the designated storage area in the stadium. Fibre Connections must be Uncoupled and Sealed for later use. Electrical and Fire-Detection equipment must be removed without breakages and safely stored close to the existing screens for possible re-use. All A/C systems must be disassembled in natural elemental units and stored close to the existing screens for re-use. BARCO Cabinets must be carefully unbolted and removed from top down without breakages. Especial care must be taken with the pixels. The cabinets must be moved to the designated storage area in the stadium for re-use at a later date. All Bolts and Nuts must be contained in polymeric containers, clearly marked for ease of recognition and re-use and stored with the Cabinets. No equipment may be discarded without explicit written approval from the Consulting Engineer.	sum	1		
12.2	Dismantle and Transport Existing Structure to Designated Storage Area in the Stadium. All Metal Elements must be unbolted from the top down into the same elements as prior to the original assembly. No cutting of structural elements shall be allowed without prior written approval from the Structural Engineer. These structural elements must be properly labeled before being moved and stored in the designated storage area in the stadium for re-use. All Bolts and Nuts must be contained in polymeric containers, clearly marked for ease of recognition and re-use and stored with the existing Structural Elements.	sum	1		
12.3	Dismantle the Existing Enclosure Material. The metal elements must be disassembled by unbolting and stored with the existing structural elements for later use. Covering Material can be cut-up in-situ to manageable pieces for transport to an approved dumping area and discarded. All Bolts and Nuts to be contained in polymeric containers, clearly marked for ease of recognition and re-use and stored with the existing Structural elements.	sum	1		
12.4	Cranes and/or lifting equipment required for the disassemblies as per the descriptions above and transport to designated storage areas or approved dumping Area.	sum	1		
13	Sub Total Excluding Contingency, VAT				
14	Engineering Contingency			10%	
15	Sub Total Excluding VAT				
16	VAT			15%	
17	TOTAL (Including contingencies and VAT)				

Pricing Instructions:

- 1.1 State the rates and prices in Rand unless instructed otherwise in the Conditions of Tender.
- 1.2 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.
- 1.3 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.
- 1.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 1.5 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.
- 1.6 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.**
- 1.7 The Price Schedule will be available in a Microsoft Excel file which will be send to all tenderers that collected a tender document via “Notice to Tenderers”.
- 1.8 The Employer shall not formally issue tender documents in electronic format and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents, or elements thereof, may be made available to the tenderer at the Employer’s discretion, upon written request.

Electronic copies of the issued tender documents, or parts thereof, will only be provided to tenderers who have been issued with the tender documents.

The electronic version shall not be regarded as a substitute for the issued tender documents.

The Employer shall not accept tenders submitted in electronic format. Only those tenders that have been completed on the issued hard copy tender document shall be considered, provided that printed Schedules of Rates, in the same format (that is, layout, billed items, etc.) as those issued electronically by the Employer, may be submitted with the tender.

Where Addenda have been issued which amend the Schedules of Rates, then the printed Schedules of Rates shall take these into account. The pages of the issued Schedules of Rates should not be removed from the tender document.

The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.

Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender documents, shall render the tender non-responsive. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.

In requesting the electronic version of the tender documents or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.

Refer to schedule 15: DECLARATION OF TENDERED RATES SUBMITTED

Rates must be **submitted on the tender document issued**. The electronic Price Schedule of rates, in the same format (that is, layout, scheduled items) as those issued by the Employer, may be submitted upon request and/or with tender submission on a USB drive. Where there is a discrepancy between the rates on the electronic schedule and the rates on the hard copies, the written rates in the hardcopy shall govern.

For evaluation purposes, it is requested that an electronic Schedule of Rates be submitted with the tender document on a USB flash drive as per Schedule 15.

- 1.9 Partial payment will be accepted on certified completed sections of work if these sections can be tested and signed off as a whole.

INITIALS OF CCT OFFICIALS		
1	2	3

C.5 SPECIFICATION(S)

1. OVDS/LED ELECTRICAL & ELECTRONIC TECHNICAL SPECIFICATION

SPECIFICATION & DESCRIPTION

- i) For a list of all parameters used in the determination of optimal screen elements, the reader is referred to the various sections and sub-sections in the main body of this Specification.
- ii) Because of the symmetrical nature of the OVDS's positions, the North-Eastern Screen and the South-Western Screen shall be treated as equivalent and without distinction for the purpose of this Specification.
 - 1) This Specification comprises of the following Parts:
 - (a) OVDS/LED FULL ELECTRICAL & ELECTRONIC SPECIFICATION
 - (i) This is the Compilation of all the necessary Electronic and related Specifications to describe the anticipated OVDS's
 - (ii) This also includes references to the following Drawings, also included as **ANNEXURE G** of this Tender Documentation:
 1. eim.2024.28.20 Sh 01 rev T-LED & PIXEL LAYOUT- A3L
 2. eim.2024.28.20 Sh 02 rev T-MODULE/TILE LAYOUT- A3L
 3. eim.2024.28.20 Sh 03 rev T-CABINET LAYOUT- A3L
 4. eim.2024.28.20 Sh 04 rev T-DISPLAY SCREEN LAYOUT - A3L
 5. eim.2024.28.20 Sh 05 rev T-N-E SCREEN TOP VIEW - A3L
 6. eim.2024.28.20 Sh 06 rev T-SECTION THROUGH GL 270 - A3L
 7. eim.2024.28.20 Sh 07 rev T-SCREEN VISIBILITY - A3L
 8. eim.2024.28.30 ELEC Sh1 rev T-Symbols Legends Notes-A3L
 9. eim.2024.28.30 ELEC Sh2 rev T-Power & Lighting Plan View-A3L
 10. eim.2024.28.30 ELEC Sh3 rev T-Power & Lighting Screen Section-A3L
 11. eim.2024.28.30 ELEC Sh4 rev T-Fire Detection Plan View-A3L
 12. eim.2024.28.30 ELEC Sh5 rev T-Fire Detection Screen Section-A3L
 13. eim.2024.28.30 ELEC Sh6 rev T-SDB-SCREEN SLD-A2L
 - (b) GENERAL DESCRIPTIONS AND SPECIFICATIONS
 - (i) This Part is an Overview Specification and Description of the Anticipated OVDS's
 - (ii) Various aspects are addressed, to note:
 1. Abbreviations and Nomenclature
 2. General Overview
 3. Discussion: Some Critical Parameters
 4. Structural Design
 5. Existing and New Infrastructure
 - (c) ELEMENTAL SPECIFICATIONS
 - (i) Detail Electronic Specifications
 - (d) ELIGIBILITY CRITERIA
 - (i) Refer to Schedules to be Completed by Tenderers, Specifically **Schedule F13A**
 - (ii) These Criteria are Eligibility Criteria and are therefore compulsory requirements.
 - (iii) These Criteria form part of this Specification and forms the Full Specification. Adequate Tolerances allow accommodation for various manufacturers
 - 2) All Tenderers are to comply in full with this whole Specification.

2. GENERAL DESCRIPTIONS & SPECIFICATIONS

ABBREVIATIONS & NOMENCLATURE:

The following abbreviations & nomenclature are used in this proposal document:

- | | | |
|---|-------|---|
| 1) Outdoor Video Display Screen | - | OVDS or Screen |
| 2) High Brightness Light Emitting Diode | - | LED |
| 3) Red, Green & Blue Primary Light Spectrum Colours | - | RGB |
| 4) Surface Mounted Device | - | SMD |
| 5) Pixel | - px | - Smallest encapsulated combination of RGB SMD LED's |
| 6) Pixel Pitch | - pp | - Centre-to-centre distances of Pixels |
| 7) Module or Tile | - Mod | - Combination of Pixels or Mini Modules into a modular unit |

- 8) Mini Module - mMod - Combination of Pixels into a smaller modular grouping
- 9) Cabinet - Cab - Combination of Modules/Tiles packed into a Metal Cabinet
- 10) Screen - - Combination of Cabinets to form a complete display unit
- 11) Screen Positions:
 - (a) North-Eastern Screen - NE Screen Centred at approximately GL 270
 - (b) South-Western Screen - SW Screen Centred at approximately GL 630

GENERAL OVERVIEW:

- 1) Basic Parameters:
 - (a) Light Elements - High Brightness RGB LED
 - (b) Pixel Pitch - 6.667mm
 - (c) Module - The module should be an easily extended combination of 6.667mm Pixels to form the screen with video portion of screen ratio of exactly 16:9 to ensure nil stretch or distortion.
 - (d) Screen size is 23040mm to 23200mm Wide x 10800mm High
 - (e) The Standard Video Portion of the Screen is 19200mm Wide x 10800mm High
 - (f) The Additional Screen Portion is 3840mm to 4000mm Wide x 10800mm High
 - (g) The Screen height is firm because of the severe cut-off situation with the dropped roof ring beam
- 2) Position of Screens:
 - (a) Screens to be positioned on the upper tier, in the same blocks of the existing screens
 - (b) North-Eastern Screen - NE Screen Centred at approximately GL 270
 - (c) South-Western Screen - SW Screen Centred at approximately GL 630
 - (d) Both Screens with Front of Screen to be at tier 3 seat row 4 on the Sides of the Screen and at row 2 at Centre of Screen in view from the top..
 - (e) The Screens to be positioned to minimize the blanking effect of the dropped roof front (the tension ring), as well as the position of the concrete front low wall of the upper tier

DISCUSSION: CRITICAL PARAMETERS

SCREEN VIEWING OBSTRUCTION

- 1) There are 2 structural elements creating viewing obstruction of portions of the screen:
 - (c) The Position of the front of the roof, especially the lowest portion (the tension ring), which creates a blanking effect of the top of the screen from some view points.
 - (d) The position of the concrete front low wall of the upper tier, which creates a blanking effect of the bottom of the screen from some view points..
- 2) A screen mock-up on the front positions of the Screen was done during the Design Development to investigate critical parameters.
 - a) The Consulting Electrical Engineer plotted the viewing cut-off positions and these are represented on drawing 7 of ANNEXURE G
 - b) The Consulting Electrical Engineer determined that the best vertical position would be for the front of the screen to be 800mm above Tier 3 seat row 02.
 - c) Refer to drawing 6 of ANNEXURE G for vertical position and drawing 5 of ANNEXURE G for horizontal position.
 - d) The Consulting Structural Engineer also determined that the fixing point for the screen structures to be on Tier 3 seat row 05 to align with the concrete columns below.

SCREEN SIZE

- 1) The Design Development total Screen Size shall be between 23.04m and 23.2m W x 10.8m H.
- 2) The Video Image calculates to 19.2m W x 10.8m H for a 16:9 ratio video cast.
- 3) The Augmented Image (advert, scoreboard or increased video cast) calculates to between 3.84m to 4.0m W x 10.8m H.
- 4) The Area of the Screen Image can therefore vary between 248.83m² and 250.56m²..

PIXEL PITCH, MODULE/TILE & CABINET SIZES

- 1) The Design Development Pixel Pitch calculates to 6.667mm.
- 2) A pp of 6.667 fits well into a mini module of dimensions that are integers. E.g. 3 x 3 pixels form an mMod group of 20mm x 20mm
- 3) Actual Module or Tile sizes and also Cabinet Sizes will be driven by the offerings of individual manufacturers, but a readily available rational size should be chosen. For Cabinets, a size conducive to easy handling and assembly should be chosen
 - a. The Screen Height is 10800mm Fixed
 - i. The Height of the Module is to be chosen as such that:

1. the Screen Height divided by the Module Height must be an integer
2. the Screen Height divided by the Cabinet Height must be an integer
- b. The Screen Width may vary between 23,040mm and 23,200mm
 - i. The Width of the Module is to be chosen as such that:
 1. The Screen Width divided by the Module Width must be an Integer
 2. The Screen Width divided by the Cabinet Width must be an Integer

BRIGHTNESS, CONTRAST AND VIDEO IMAGE RATIO

- 1) The required minimum brightness is calculated through using the maximum ambient light measurement in the intended Screen placement positions
- 2) For this Design, 6250 Cd/m² at 1m with stable D6500 colour temperature video cast over the whole screen is calculated using an attainable contrast ratio of 8,000:1
- 3) Both NE and SW screens shall adhere to the above.
- 4) Standard Video Image Ratio of 16:9 is suitable
- 5) Stretched Video Image Ratio of 2.148:1 is suitable.

STRUCTURAL DESIGN:

- ii) The Structural Design for the Primary Structural Elements is by BVI Structural Engineers
- iii) All Information on the Structures to be obtained from the sections in this tender document dealing with the Structural Elements, including the Bill of Quantities for the Structure and related:

EXISTING AND NEW INFRASTRUCTURE:

EXISTING SCREENS

- 1) Dismantling and Storage
 - (a) The existing Screens (BARCO Screens) to be dismantled without any damage and stored in a designated place inside the stadium
 - (b) The existing Screen Structures to be dismantled and stored in a designated place inside the stadium
 - (c) The Stadium Management shall designate a storage space for the dismantled elements
- 2) The Dismantling of the Existing Screens shall be done before erection of the New Screens commences.

ELECTRICAL INFRASTRUCTURE

- (1) The new screens shall be supplied from sub distribution boards mounted in electrical cupboards in the concourse behind tier 3.
- (2) Inside the screens, new SDB and feeder cables are required.
- (3) Power Required and available per screen:
 - (a) Existing Power Available - 150A, 400V, 3ph, 100kVA (rounded off)
 - (b) Requirement - As per the requirements of the screens offered.
- (4) The Electrical infrastructure was designed by the Consulting Electrical Engineer and shall be adjusted for Maximum Demand after appointment of the successful Tenderer and after determining the Power Requirements of the Screen Offered by that Tenderer.
- (5) To that end, the Electrical Portion is measured and described in the Schedule of Quantities, Section C.4 and Drawings 8 to 13 of ANNEXURE G

ELECTRONIC INFRASTRUCTURE

- (1) Video Display Control Systems
 - (a) Both the NE and SE Screens shall be controlled via Video Display Control Systems at the back of the screens.
 - (b) These Controllers may be proprietary designs matched to the screens
- (2) Data/Video Cabling
 - (a) Fibre Cable infrastructure is in a good condition and shall be re-used as far as possible.
 - (b) A new set of Fibre cables to be installed to form a redundant backbone to the existing system.
 - (c) The existing cabling to be re-used to be treated in the following manner:
 - (i) All cables undergo megger testing (where it is copper) and
 - (ii) All fibre cables undergo functionality testing and
 - (iii) The existing fibre cables are Multi-mode.
 - (d) Should the cables fail the tests, they must be replaced.
- (3) Content Visualization Equipment

- (a) Both the NE and SW Screens are operated via Content Visualization Equipment situated inside the control room in the main pavilion.
 - (b) This Content Visualization Equipment may be proprietary design and matched to the screens' Video Display Controllers.
 - (c) The existing equipment must be replaced with current available technologies.
 - (d) The Cable Route Distances for both the N-E and S-W Screens is approximately 420m each.
- (4) Fire Detection Equipment
- (a) The existing fire detection equipment can be re-used, but the quantity of detectors needs to be increased.
 - (b) The existing System is an Edwards, "Signature Optica" System and the additional Fire Detection equipment must of necessity be the same.
 - (c) To that end, the Fire Detection Portion is measured and described in the Schedule of Quantities, Section C.4 and Drawings 11 and 12 of ANNEXURE G.

MECHANICAL INFRASTRUCTURE

- 1. The existing Screens have air-conditioning equipment installed, mainly for humidity control.
- 2. All of the air-conditioning systems can be re-used in the new screens, but additional ducting and condenser units may be required.
- 3. After appointment of the Contractor and after determining the Temperature and Humidity Requirements of the Screen Offered by that Contractor, the A/C System shall be designed-and-constructed.
- 4. There is a possibility that no Air-conditioning may be needed for the New Screens
- 5. To that end, the Air Conditioning Portion shall be a Provisional Sum in the Schedule of Quantities, Section C.4.

3. ELEMENTAL SPECIFICATIONS

Refer to the Eligibility Criteria, **Schedule F13A**.

These Eligibility Criteria is an integral part of the Specification and are mandatory requirements. This Schedule F13A together with the Specifications in Section C.5 forms the Full Technical Electrical and Electronic Specification.

RGB LED's - Refer to Drawing 1 of ANNEXURE G	
1.	LED Semi-Conducting Material: <ul style="list-style-type: none"> a. R - AlGaInP b. G & B - InGaN
2.	Colour Matte Black following tri-colour black loci <ul style="list-style-type: none"> a. The Matte Black Colour Code is Hex #28282B/RGB40,40,43 b. The Frame must be Matte Black to the above colour code. c. The Refractor must be non-mirror and D6500 White refractor
3.	The SMD Specification 2ø½ @ 50% Max brightness
4.	Electro-Optical Characteristics <ul style="list-style-type: none"> a. Maximum Ratings @ 25°C Ambient <ul style="list-style-type: none"> i. Continuous Forward Current - 25mA ii. Pulse Forward Current - 50mA @ PW 0.1ms, Duty Cycle 1:10 iii. Reverse Potential - 5V iv. Power Dissipation @ Max Continuous Current and Min Driving Voltage must be equal to or less than <ul style="list-style-type: none"> 1. R - <=63mW 2. G - <=85mW 3. B - <=85mW
5.	Luminous Intensity must equal or exceed the following values: <ul style="list-style-type: none"> a. R @ 15mA b. G @ 8mA c. B @ 5mA

6. Dominant Wavelength must be between the following values:
 - a. R @ 15mA
 - b. G @ 8mA
 - c. B @ 5mA

7. Spectrum Radiation Bandwidth (Q) must be equal to or less than the following values.
 - a. R @ 15mA
 - b. G @ 8mA
 - c. B @ 5mA

8. Testing for Reliability
 - a. All tests to be conducted with a standard operating forward potential of 5V and continuous driving current of R @ 15mA, G @ 8mA & B @ 5mA
 - b. Water Proof Test to IEC 60529 of 2001 - Immersion in 1m Water for 24 h duration with a random sample of 100 pieces and a failure criterion of 0 per 100
 - c. Ultraviolet Aging Test to ASTM-G154 - 14 cycles of radiation of each 8h @ 60°C and 4h @ 50°C with an UV radiation wavelength of 340nm @ 0.9 W/m² with a passing criterion of max 10% variation to the initial test data, on Reverse Current and Luminous intensity
 - d. Thermal Shock Test to MIL-std-202G with test conditions at -65°C for 15 minutes and at +150°C for 15 minutes with a random sample of 100 pieces with endurance over 100 full cycles and a failure criterion of 0 per 100.
 - e. Resistance to soldering heat with Pb reflow soldering methodology to JEITA ED 4701300301 - Temp of solder at 260°C for 10 seconds - 2 Cycles with a random sample of 100 pieces and a failure criterion of 0 per 100.
 - f. Operating Life Tests to JEITA ED 4701300301 & JESD22-A108D with a random sample of 20 pieces and a passing criterion of max 10% variation to the initial test data, on Reverse Current and Luminous intensity and a failure rate of 0 per 20.:
 - i. Room Temperature of 25°C - duration 1000 hours
 - ii. Temperature of 85°C & Relative Humidity of 85% - duration of 500 hours
 - g. Batching
 - i. In selection of LED's, the specific wavelengths of different batches may be different and to mitigate for equivalence:
 1. Selection is to be made of singular batches for all LED's used per screen, including spares.
 2. Before Mass production, white balances need to be verified based on calculation and instrument measurement (e.g. spectrograph), so that tile/module parameters for mass production will be the same to ensure consistency.
 - ii. Certificates of Batching Selection are to be obtained from the LED manufacturer for inspection and approval by the Consulting Engineer before mass production is commenced.

PIXELS - Refer to Drawing 1 of ANNEXURE G

1. The epoxy resin must be Matt Black following tri-colour black loci:
 - a. The Matte Black Colour Code is Hex #28282B/RGB40,40,43
 - i. The pixel must be Non-Lensed
 - b. The Frame must be a Matt Black polymeric frame with the colour code the same as above

2. The Pixel specification 2ø½ @ 50% Max brightness

3. The Pixel tilt in the vertical plane must be 0°
 - a. The Brightness Non-Uniformity at transmission of D6500K (pure white) must be met and a typical factory test must be submitted and the Uniformity Acceptance Test after installation must conform to the following levels:
 - i. Between lowest and highest brightness pixel over screen <=8%
 - ii. Between lowest and highest brightness pixel per m² <=5%
 - iii. Between lowest and highest brightness pixel per module <=3%

MODULES/TILES - Refer to Drawing 2 of ANNEXURE G

1. The Material: must be Aluminium-Polymeric Shell for;
 - a. Enhanced Heat Dissipation & resulting in improved colour deviation
 - b. Enhanced Hardware Performance
2. Alignment amongst Modules:
 - a. Positioning holes must be laser-cut to align with panel holes.
 - b. At least 2 diagonal-across positioning pins must be provided
3. Dual Voltage Technology must be employed in driving Pixels/LED's:
 - a. Red LED's Potential must be equal to or smaller than 3V
 - b. Green & Blue LED Potential must be equal to or smaller than 4V
4. The so-called "Smart" Module/Tile technology including Set-Data Storage Functionality is mandatory:
 - a. After replacing an existing module with a new one, the "smart"-module built-in algorithm will automatically load all necessary operational configurations from the data-storage components:
 - i. Brightness
 - ii. Colour Temperatures
 - iii. Pixels settings
 - iv. Driver configurations
 - v. etc
 - b. Automatic temperature monitoring and interactive adjustments
 - c. Automatic Voltage monitoring and interactive adjustments
 - d. Automatic "bad dot" detection and interactive adjustments
 - e. Upon replacement, no manual settings will be necessary.
 - f. All modules to have this functionality built in as standard.

CABINETS - Refer to Drawing 3 of ANNEXURE G

1. Alignment:
 - a. Slotted Positioning Holes must be provided to take up tolerances in manufacturing
 - b. At least 2 diagonal-across positioning pins must be provided
 - c. Adjustment Bolts to adjust for uneven surfaces must be provided
2. Attachment to Primary Structure:
 - a. Vertical Purlins act as attachment points for cabinets to bolt to.
 - b. These vertical purlins must be permanently bolted to the horizontal girders of the main structure.

SCREEN - Refer to Drawing 4 of ANNEXURE G

1. Color Balance
 - a. The White Balance of the screen is to be adjusted at pixel level before mass production of the modules is started to ensure colour consistency
 - b. The screen is to be assembled and aged in the factory and re-tested during the aging process. As part of the aging process, the white balanced and colour consistency must be continuously adjusted to comply with the White Balance
2. Screen Warp
 - a. Warping and deviation shall be measured through the alignment of Modules/Tiles and Cabinets
 - b. The maximum Misalignment that will be allowed is stipulated below. A typical Factory test must be submitted and the Warp Acceptance Test after installation must conform to the following levels
 - i. Between Modules Horizontal and Vertical - $\leq 0.3\text{mm}$
 - ii. Between Cabinets Horizontal and Vertical - $\leq 0.3\text{mm}$
3. Assembly Methodology
 - a. Most Left and Most Right Columns of empty Cabinets to be assembled
 - b. Utmost 4 Corner Modules to be installed into 4 utmost Corner Cabinets
 - c. Measure and adjust these 4 Modules & Cabinets must be within the allowed tolerances.
 - d. Populate 4 corner cabinets with modules, re-measure and adjust

- e. Populate Cabinets from bottom to top, re-measure & adjust
- f. Populate cabinets column-for-column from both left & right, re-measure and adjust

4. Screen Control:

- a. The Screen Refresh Rate must be between 3840Hz and 4800Hz
- b. The Frame Rate must be 60Hz or greater
- c. Refresh rate per Frame must be between 64 and 80
- d. The Screen Control must provide for full back-up signaling
- e. The Tonal Graduation must be 24 bit
- f. The Brightness Adjustment must be Continuous Self Adjusting
- g. The Control Mode must be Synchronous
- h. The following display standards and formats must be supported:
 - i. NTSC/PAL, EIA Auto Select
 - ii. CVBS or Y/C
 - iii. SD-SDI
 - iv. HD-SDI
 - v. Dual HD-SDI
- i. The Module Assembly and Maintenance must be from the Front & Rear of the screen

2. OVDS/LED FULL STRUCTURAL TECHNICAL SPECIFICATION

GENERAL:

1. These notes to be read in conjunction with the drawings and project specifications.
2. All structural drawings to be read in conjunction with the relevant architectural, civil, mechanical & electrical engineers' drawings, the specifications and the tender documentation. Any errors, omissions & discrepancies to be brought to the attention of the engineer immediately.
3. Where conflicting specifications between the drawings & bill of quantities occur, the drawing specifications will take preference over the specifications in the bill of quantities. The specifications on the drawings will also take preference over specifications in this document.
4. It is the contractor's responsibility to ensure that all material shall comply and all workmanship shall be executed in strict accordance with the details and specifications shown in the drawings, the latest revisions of SANS 10400, SANS 1200, the National Building Regulations (NBR) and the latest editions of the relevant SANS codes of practice and standard methods, irrespective whether the Engineer has inspected the works on site or not. Where a SABS code has been replaced by a SANS code it is deemed that the latest version of the relevant code is applicable.
5. The contractor shall check all project dimensions on site beforehand. All dimensions are also to be checked against the screen suppliers details. Any discrepancies must be reported to the engineer immediately. No work shall commence nor any material ordered until the Engineer is notified accordingly.
6. All existing dimensions and levels are to be checked on site and correlated with the Engineer's and the specialist service providers drawings by the contractor. All bench mark levels to be correlated with each other for correctness. Any discrepancies or variations from the drawings shall be reported to the engineer immediately. No work shall commence nor any material ordered until the Engineer is notified accordingly.
7. No scaling of dimensions is permitted on these drawings. Only written dimensions which, unless noted otherwise (u.n.o.), are given in millimeters, may be deemed to be correct. If any dimension seems doubtful, the Engineer shall be consulted.
8. Where new construction tie into existing structures, the Contractor shall cross check and confirm all critical dimensions and levels related to existing structures, before any construction or manufacturing commences.
9. All instructions from the engineer shall be written in the triplicate site instruction book provided by the Contractor.
10. Products different to those specified may be used but only with the engineer's prior written approval.
11. The contractor is responsible to consider wind and rain, that may impact on the works and site safety, or any other works for the duration of the contract period.

12. These designs and/or drawings are not sold, and are subject to recall. Reproduction or copying rights are reserved solely to BVi Consulting Engineers under copyright law. These drawings have been delivered and received on the following express conditions:
- a) they are not to be used in any way which may be construed as being against the interests and/or benefits of BVi Consulting Engineers;
 - b) and all copies shall be returned to BVi Consulting Engineers immediately on demand;
 - c) all information disclosed by these drawings shall be deemed to be confidential and treated as such.
13. The "Engineer" means the director of BVi Consulting Engineers or duly authorized personnel appointed by BVi Consulting Engineers to supervise and take charge of the contract.
14. This document is not a legal document and must therefore be construed in the language of the construction industry.

STRUCTURAL STEELWORK:

1. All structural steelwork shall be fabricated and erected in accordance with SANS 1200 H (Structural steelwork) and SANS 10162 (Structural use of Steel).
2. Steel surfaces of all steel shall be prepared to a preparation grade P3 (very thorough preparation) according to SANS 8501-3:2008 irrelevant of the type of corrosion protection specified.
3. All dimensions and levels shall be checked on site before shop drawings commence. Any discrepancies shall be brought to the attention of the engineer.
4. All structural steel drawings to be read in conjunction with the relevant specialist service drawings, concrete drawings as well as the Tender Documents and any discrepancy to be brought to the attention of the engineer.
5. A complete set of shop drawings shall be submitted to the engineer for approval before fabrication commences. Shop drawings will only be checked for compliance with design intent. Dimensional checks, checks on cleats, bolts, welds and gussets remains the contractor's responsibility, to check that it is in order. Only sizes of structural members, connections and splices will be checked also with regard to design intent. Final dimensions and the correct fitting of members shall remain the responsibility of the contractor.
6. Structural steelwork shall be completed by the manufacturer (hot dip galvanized with a duplex coating) before transportation to site.
7. All hot rolled, plates, sections and CHS (Circular Hollow Sections) structural steelwork shall be grade S355JR or grade 350WA. Cold-formed steel sections used for girts and purlins, shall have a minimum yield stress of 240 MPa. Material certificates to be provided.
8. No steel of grade Q345 shall be accepted.
9. All pre-hot dip galvanized sheeting shall be minimum grade Z275 to SANS 4998:2007 Continuous hot dip zinc coated carbon steel sheet or structural quality.
10. A certificate from the steel manufacturer in which the grade of the structural steel is verified shall be handed to the engineer for approval prior to any manufacturing commences.
11. The contractor is responsible for stabilizing the structure and maintaining it in the correct position during erection. Where temporary bracing or propping is required, the contractor shall be responsible for the design, erection, maintenance and removal (where necessary) of such supports. If splices in trusses are required for transport restrictions, proposals of this shall be submitted to the engineer at an early stage for written approval.
12. The contractor shall, at the commencement of the project, acquaint himself with the availability and delivery time of the products and steel profiles specified on the drawings so that such material can be ordered ahead of time.
13. Welds:
 - 13.1 No welding on galvanized steel will be allowed, or cold galv patching by painting.
 - 13.2 Welding shall be done in accordance and comply with regulations set out in AWS D1.1 American Welding Society: Structural Welding Code – Steel.
 - 13.3 The welding symbols used are in accordance with AWS D1.1 as reproduced in Table 6.32 & 6.33 of the Structural Steel Tables published by the SAISC (SA Institute of Steel Construction).
 - 13.4 Welds shall conform to SANS 10167 and AWS D1.1 specifications.

- 13.5 Where no weld sizes are shown, the minimum weld size (throat thickness) shall be that of the thickest plate of the connecting plates/elements or 6mm minimum. Unless otherwise shown the intention of connections are to transfer the full force that can be developed in connecting members through the connection.
- 13.6 When using SMAW (Shielded metal arc welding), all electrodes shall be E7018. For any other welding process to be used, the contractor shall apply, in writing, for the approval from the engineer for the electrodes to be used.
- 13.7 All butt welds shall develop the full strength of the elements joined.
- 13.8 All splices shall develop the full strength of the elements joined.
- 13.9 Welding shall only be performed by coded welders and certificates shall be supplied to the engineer.
- 13.10 Suitably qualified and experienced welders using proper equipment in a good condition shall do all site welding.
- 13.11 The contractor shall design all welds and, where necessary, gussets of sufficient strength shall be provided to obtain the required weld length to ensure the full strength of the connection.
- 13.12 In joints with groove welds, the edges of the elements to be connected shall be cut ("prepared") to allow for the weld to penetrate into the groove and the elements. Table 3.3 of the AWS D1.1 as reproduced in Table 6.25 of the Structural Steel Tables published
- 13.13 by the SAISC, provides prequalified edge preparations for SMAW welding.
14. Quality control on welding shall be ensured as follows:
- 14.1 Quality control of welding will be done by qualified external consultants; u.n.o.; and the cost associated therewith shall be included in the tendered amount for the project.
- 14.2 The following methods shall be used during quality control:
- 14.2.1 Visual Inspection: All welds shall be inspected using visual aid and individual weld passes shall be inspected for signs of arc strikes, spatter, porosity, slag inclusion, undercut, crater cross section and any welding cracks. Bead size, shape and sequences will also be observed, as well as possible signs that may point to lack of base metal fusion and incomplete penetration.
- 14.2.2 100% of all butt welds shall be tested using ultrasonic non-destructive tests. The requirement; under the approval of the engineer and recommendation from the consultant; may be reduced when confidence in the quality provided by the welder(s) has been developed.
- 14.2.3 10% of all fillet welds shall be tested using magnetic particle non-destructive tests. The requirement; under the approval of the engineer and recommendation from the consultant; may be reduced to 5% of all fillet welds when confidence in the quality provided by the welder(s) has been developed.
15. All structural bolts shall be hot-dipped-galvanized grade 8.8 u.n.o.
16. Where HSFG bolts are specified, the following shall apply:
- 16.1.1 All contact surfaces at HSFG bolt splices shall be free from oil, grease, rust, scale, paint or any other impurities at the time of bolting.
- 16.1.2 The tightening of high strength friction-grip bolts shall be done according to the turn-of-the-nut method as specified in clause 5.3.1(a) of SANS 10094
or
where HSFG bolts have been specified, the contractor shall use "coronet"-type load indicating washers in conjunction with such bolts.
17. Fabricator to ensure that centers of gravity of members intersect at node points, except where eccentricities are specified on engineer's drawings. Where slotted holes for bolts occur, the nut shall be hand tightened and a lock-nut be provided (u.n.o.).
18. Paint and hot dip galvanizing specifications to be adhered to as specified by Section C and D of this document.
19. Allow for all bolts to be hot dip galvanized and site painted only after installation. Refer to hot dip galvanizing and paint specification of bolts in Section C and D of this document.
20. Where applicable, cementitious non-shrink grout shall be provided under base plates before any primary loads are applied to the structure. Hot-dip galvanized, laminated finger shaped packing to

be provided under base plates. Grouts to be used strictly in accordance with the manufacturers' specifications:

CORROSION PROTECTION: HOT DIP GALVANIZING:

D1: General

1. The hot dip galvanized coatings shall conform in every respect to the standards contained in the South African National Standards, SANS 121 (ISO 1461) Hot dip galvanizing coatings on fabricated iron and steel articles and SANS 32 (EN 10240) Internal and/or external protective coatings for steel tubes, Hot Dip Galvanizing specification for products other than continuously galvanized sheet and wire as well as the SANS1200HC or latest edition of the relevant specification.
2. All pre-hot dip galvanized sheeting shall be minimum grade Z275 to SANS 4998:2007 Continuous hot dip zinc coated carbon steel sheet or structural quality and all wire to SANS 675:2009: Specification for coated fencing wire. Avoid deformation of expanded metal during galvanizing process, by only having this done by experts.
3. The galvanizer shall be an accredited member of the Hot Dip Galvanizers Association Southern Africa (HDGASA) and shall issue a certificate of conformance to ISO 10474 or if registered as a South African Bureau of Standards (SABS) Mark Scheme Galvanizer, a SABS certificate of conformance. (A list of approved members is available on the Association web site, www.hdgasa.org.za).
4. All structural steel shall be minimum grade of S355JR (350WA) and shall be certified with a Silicon content between 0.15% and 0.23% and Phosphorus content <0.02%. The contractor to supply the certificate as proof of the above requirements prior to the manufacturing of any structures.
5. For this project all steelworks to be:
 - 5.1. Hot dip galvanized and painted (duplex). The steel shall be hot dip galvanized without passivation. Should the steel have been passivated, it must be comprehensively removed prior to painting by means of sweep blasting.
6. It is the contractor's responsibility to ensure that all steel to be hot dip galvanized shall be designed and fabricated in accordance with ISO 14713: 2011 Part 1: General principles of Hot dip Galvanizing and ISO 14713: 2011 Part 2: - Design for hot dip galvanizing.
7. The hot dip galvanizer shall provide a quality management plan detailing inspection procedures, which will include inspection of steel prior to galvanizing, inline inspection during surface preparation and galvanizing and final inspection prior to dispatch. Where fabrication defects are identified prior to galvanizing, e.g. burrs, poor welding or excessive weld spatter, such components shall be placed on hold and a non-conformance report submitted to the fabricator.
8. Double end dipping shall be permitted provided that it will not result in distortion of the product and an acceptable surface finish of the coating is achieved.
9. Bolts and nuts of gr 4.8 and gr 8.8 shall be hot dip galvanized to SANS 121 (ISO 1461) and high tensile fasteners from grade 10.9 and above, shall be hot dip galvanized in conformance to ISO 10684. The hot dip galvanizer shall issue a certificate of compliance with this requirement. All fasteners shall be supplied by a SABS approved manufacturer.
10. Zinc electroplated (electro-galvanizing) bolts and nuts are unacceptable.
11. All welds to be full length seal weld.
12. Any coating repairs undertaken on the galvanizers premises or later on site, e.g. touch up of small-uncoated surfaces (black spots), shall be strictly limited both in dimension and quantity as stipulated in the relevant SANS 121 (ISO 1461) specification.
 - 12.1. Uncoated areas and defects shall be repaired according to the site repair instructions below of this. The repaired surface shall not be accepted or dispatched until the repaired surface coating has cured.
 - 12.2. Where coating defects exceed the specified permissible limit, which qualifies for touch-up repairs after galvanizing, affected items shall be rejected and re-galvanized or, if applicable, a repair method may be approved in writing by the engineer.
 - 12.3. Final inspection: Following satisfactory completion of the final inspection and provided prior arrangements have been made as per clause 1, the galvanizers' inspectorate shall issue a certificate stating that the applied coating conforms to the requirements of SANS 121 (ISO 1461) or SANS 32 (EN 10240) as applicable.
13. Quality surveillance:
 - 13.1. For the purpose of carrying out quality surveillance, the engineer or its QA / QC Consultant shall be granted access to any part of the galvanizer's premises relevant to the work being carried out, at any reasonable time. The galvanizer shall provide, at his own cost, any equipment or labour necessary to gain access to surfaces which are coated, to be coated or are in the process of being coated.
 - 13.2. The Engineer may remove any reasonable samples of materials to be used in the coating application. Rejection of the sample will place a hold on the use of material of the same batch number and may lead to rejection of all that batch of material and the reworking of any components that have already been coated with rejected material.

- 13.3. The Engineer may carry out reasonable destructive tests to ascertain compliance with the specification. The contractor, to the satisfaction of The Engineer and at no additional cost, shall repair areas thus damaged.
- 13.4. The cost of quality surveillance will be borne by the Engineer, except where surveillance results in rejection of the work or when notice by the contractor results in a fruitless trip, in which case the contractor shall carry the cost of surveillance.
14. Handling and storage:
- 14.1. Handling: All coated components shall be handled using soft slings or specially positioned lifting points provided for such handling.
- 14.2. Loading and off-loading: All hot dip galvanized and/or duplex coated components to be transported shall be loaded on suitable dunnage and lashed to avoid chafing and steel to steel contact. Plastic "Spaghetti strips" must be used to protect smaller items of steel and angles (5mm spaghetti plastic coil). Coated steel shall be secured on the truck preferably with nylon securing straps. Where chains must be used, suitable rubber insertion pads must be placed between the coated steel and chains at all contact points.
- 14.3. Cover: Coated items shall be stored under cover where possible. Items not stored under cover shall be stored in such a manner as to avoid retention of water and allow good circulation. Items shall be stored on timber or on trestles fitted with timber to raise the product to at least 100mm off the ground.
- 14.4. Stacking: Items shall be stacked using timber packaging or other approved means to avoid coating-to-coating contact. Sufficient bearing area of packing shall be used to avoid damage to coatings.
15. Site repairs/defects/uncoated areas:
- 15.1. Any coating repairs undertaken on the galvanizers premises or later on site, e.g. touch up of small-uncoated surfaces (black spots), shall be strictly limited both in dimension and quantity as stipulated in the relevant SANS 121 (ISO 1461) specification.
- 15.2. Any uncoated areas, modifications, transportation and erection damage, shall be repaired by abrading with 80 grit sand paper and painting with Zincfix, GalvPatch or equal and approved twin pack zinc rich epoxy paint, achieving an overlap of 5mm onto the surrounding sound zinc coating and to a minimum thickness of 100µm. When a duplex coating system has been specified the DFT of the repair coating shall be equal to that of the surrounding hot dip galvanized coating in terms of SANS 121 (ISO 1461). Steel shall not be accepted until the repaired surface has cured. Furthermore, in priority and as approved by the Engineer:
- 15.2.1. Black steel utilized in modifications with hot dip galvanized steel shall be dispatched for hot dip galvanizing. Any areas that are to be subsequently welded should either be masked prior to hot dip galvanizing or suitably cleaned of zinc in order to prevent possible weld metal embrittlement or zinc residue inclusions, prior to welding on site.
- 15.2.2. Alternatively, black steel utilized in modification with galvanized steel shall be abrasive blast cleaned to Standard SA 2½ to obtain a surface profile of 40 to 70 microns. Once the surface profile has been inspected and certified, apply zinc thermal sprayed coating to a minimum thickness of 120µm.
- 15.2.3. Alternatively, black steel utilized in modifications with hot dip galvanized steel shall be abrasive blast cleaned to Standard SA 2½ per International Standard ISO 8501-1 – 1988 to obtain a surface profile of 40 to 70 microns. Once the surface preparation has been inspected and certified, apply one coat of Zincfix, GalvPatch or equal and approved twin pack zinc rich epoxy paint, achieving an overlap of 5mm onto existing sound hot dip galvanized coating where black steel is welded to hot dip galvanized components. Dry film thickness shall be 100µm. When a duplex coating system has been specified the DFT of the repair coating shall be equal to that of the surrounding hot dip galvanized coating.
- 15.3. Where site modifications by means of welding of a hot dip galvanized surface is required, all traces of the hot dip galvanized coating shall be ground-off prior to welding. Removal of the zinc coating from surfaces to be welded is necessary in order to prevent possible weld metal embrittlement or zinc residue inclusions. Repair to be done to all welds as per above instructions.

D2. DUPLEX COATING (HOT DIP GALVANIZING PLUS PAINT)

This specification covers the painting of hot dip galvanized steel other than sheet and wire. The requirements for the painting of hot dip galvanized sheet are contained in ISO 12944 Parts 4 and 5.

1. For paint specification refer to Section D of this document.
2. All hot dip galvanized steel to be painted shall be certified as conforming to the required hot dip galvanizing quality standard, prior to painting.
3. Painting shall take place as soon as possible (preferably within hours) after hot dip galvanizing, preferably at the galvanizing contractor's premises. If this is not feasible for practical reasons and only on written approval of the Engineer, painting on site is acceptable. However, all paint work shall be in accordance with no 4 below and section I: Corrosion Protection: Paint.
4. Code of Practice for Preparation and Painting Hot Dip Galvanized Steel:

- 4.1. Surface preparation shall be done by sweep blasting for this project. Chemical cleaning shall only be done on written approval of the Engineer and be for pre-galvanized sheeting. Preparation shall be conducted in accordance with HDGASA 01-1990 - Code of Practice for Surface Preparation and Application of Organic Coatings.
- 4.2. **Warning:** Sweep blasting shall be undertaken strictly in accordance with the procedures as specified in the code of practice, with particular reference to the selection of the appropriate abrasive, blasting nozzle pressure and angle of deflection of the blasting media. Failure to do so will result in damage of the hot dip galvanized coating.
- 4.3. A hold or witness point should be established after sweep blasting has taken place before painting is commenced where the contractor to give the Engineer 48 hours' notice for inspection.
- 4.4. Painting procedures shall comply with the requirements contained in, HDGASA 02-1990 - Specification for the Performance Requirements of Coating Systems.
- 4.5. Quality control procedures in duplex coating
Quality control in duplex coating should be carried out at the following stages:
 - 4.5.1. Before commencing work, to check removal of sharp edges, weld spatter, slivers and similar mechanical interference with the application of organic coatings.
 - 4.5.2. After cleaning, when the surface must be tested to ensure that it is "water-break" free.
 - 4.5.3. During and after each coat of paint to ensure that the paint is uniformly applied to the correct wet film or dry film thickness as appropriate, in accordance with the manufacturer's recommendations.
 - 4.5.4. Gloss, uniformity and absence of craters, fish eyes, blisters, runs, sags and other visible defects.
 - 4.5.5. Total coating dry film thickness, determined by an electromagnetic gauge calibrated on a similar hot dip galvanized but unpainted surface. Alternatively, the gauge may be calibrated on smooth polished steel plate, then the thickness of the hot dip galvanizing (without paint) can be measured. The mean of at least 10 hot dip galvanized thickness readings is then deducted from total layer thickness over steel to obtain the average thickness of paint.

CORROSION PROTECTION: PAINT

1. The preparation of the substrate and all paint work shall conform in every respect to the standards contained in the South African National Standards, the SANS1200HC or latest edition of the relevant specification.
2. All work to comply with the project specifications.
3. Carefully inspect each coat for misses and carry out dry film thickness (DFT) testing. No single DFT reading may be less than the minimum or greater than the maximum. The mean of the readings shall equal or exceed the nominal.
4. All critical areas, edges, welds, etc. to be given extra stripe coats. All coats to be in contrasting shades.
5. Surface preparation shall be done by sweep blasting to Sa2½ according to ISO 8501-1 for this project. Chemical cleaning shall only be done on written approval of the Engineer. (Sa2½ - Very thorough blast-cleaning = When viewed without magnification, the surface shall be free from visible oil, grease, and dirt, and from mill scale, rust, paint coatings and foreign matter. Any remaining traces of contamination shall show only as slight stains in the form of spots or stripes. The term "foreign matter" may include water soluble salts and welding residues. These contaminants cannot always be completely removed from the surface by dry-blast cleaning, hand tools and power tool cleaning or flame cleaning: wet blasting may be necessary))
6. **Warning:** Sweep blasting shall be undertaken strictly in accordance with the procedures as specified in the code, with particular reference to the selection of the appropriate abrasive, blasting nozzle pressure and angle of deflection of the blasting media.
7. A hold or witness point should be established after sweep blasting has taken place before painting is commenced where the contractor to give the Engineer 48 hours' notice for inspection.
8. Recoating intervals must be taken into account with transportation and erection times on site and the paint coats done at the place of manufacturing.

PAINTING HOT DIP GALVANIZED STRUCTURAL STEEL

(10 year life expectancy before first maintenance)

NEW WORK: NEW WORK – EXTERIOR

SUBSTRATE: Hot dipped Galvanized steel

PAINT FINISH: Wall & All White
(Smooth finish – water based, premium pure acrylic - sheen)

COLOUR: WHITE (WAA1)

ENVIRONMENT: As per ISO 12944 part 2: Maintenance Cycle (Years)

C5– M Coastal / Marine 10

Coating System	Application Method	Theoretical Spreading Rate / m ²	DFT / WFT µm Max –Min	Reducer/ Cleaner	Overcoating time, @ 25°C	Technical Data Sheet No:
1st Coat: Plascotuff 3000 (off-site) (PEX 3004 Grey / PEH 3 Hardener) Mixing Ratio: 4:1 by volume	Airless Spray, Conventional Pressure Pot Spray or Brush	6.4 m ² / lit @ 125 µm	WFT: 125-250 DFT: 150	Epoxy Reducer (EPT 2)	Min 16hrs Max 4 weeks	PEX3000
2nd Coat: Wall & All White (off-site)	B, R or S	@ 30 µm Theo – 13 Prac – 7	WFT 63 - 88 DFT 25 - 35	Water	2	WAA
3rd Coat: Wall & All White (on-site)	B, R or S	@ 30 µm Theo – 13 Prac – 7	WFT 63 - 88 DFT 25 - 35	Water	2	WAA

SURFACE PREPARATION

Step 1: - FOR STRUCTURAL STEEL: Sweep Blasting Hot Dipped Galvanizing. (This is a holding point for inspection by Technical Services Consultant)

- Abrasive sweep blast at reduced pressure and using "Garnet Mica" as a blast media to achieve a blast profile of 20 - 30 µm (micrometers). Vacuum clean all debris from the substrate

APPLICATION FOR PRIMER: PLEASE NOTE POWER MIXING IS ESSENTIAL BEFORE USE FOR PRODUCT CONSISTENCY

Mixing of Primer

- Premix both components of the Plascotuff 3000 (PEX 3004 Grey/PEH 3) using a power mixer for 3 minutes and then apply (preferably) by airless spray, conventional spray, roller or brush (small areas only) to a minimum DFT of 150µm or WFT of 125 – 250 µm @ a theoretical spread rate of 5.3 m² / lt.

Step 1 :

Stripe Coat: (This is a holding point for inspection by Technical Services Consultant)

- Apply by brush or roller, one (1) stripe coat of **Plascotuff 3000 (PEX3004/PEH 3)** at a minimum dry film thickness of 100 µm, to all edges, welds, bolts holes etc. Allow a minimum of 16 hours and a maximum of 2 weeks at 25°C, prior to the application of the subsequent coat.

Step 2:

Full Primer Coat: (This is a holding point for inspection by Technical Services Consultant)

- Apply by spray, brush or roller, one (1) full coat of Plascotuff 3000 (PEX3004/PEH3) to a dry film thickness (DFT) of 150µm or WFT of 125 – 250 µm @ a theoretical spread rate of 5.3 m² / lt. Allow a minimum of 16 hours curing @ 25°C and a maximum of 4 weeks prior to the application of the finish coat.

Dependent on the mode of application, multiple coats may be required to achieve specified DFT and or full obliteration

APPLICATION FOR TOP COATS

Step 2: -Final Coats

- Apply two full coats of Plascon Wall & All White (WAA1) to achieve complete obliteration, allowing 2 hours drying between coats.
- NOTE : Exterior : Fresh water inter-coat washing is advised to remove wind-born salts as these salts will adversely affect the life span of the paint system.
- Interior: Work Shop : the surfaces to be overcoated must be clean, dry and free from contamination. Oil and grease should be removed using AQUASOLV DEGREASER (GR1) followed by clean water rinses.

TABLE REFERENCES:

- Technical Data Sheet (TDS): User must always ensure that the latest issue is used.
- Power mixing using a variable speed mixer is preferable.
- All two component materials need to be mixed (Component A & B) as per data sheet or as per instructions on the packaging
- Pot life varies as per temperature gradient.
- Over coating intervals are critical for good inter coat adhesion

LOAD TESTING OF CONCRETE FIXINGS

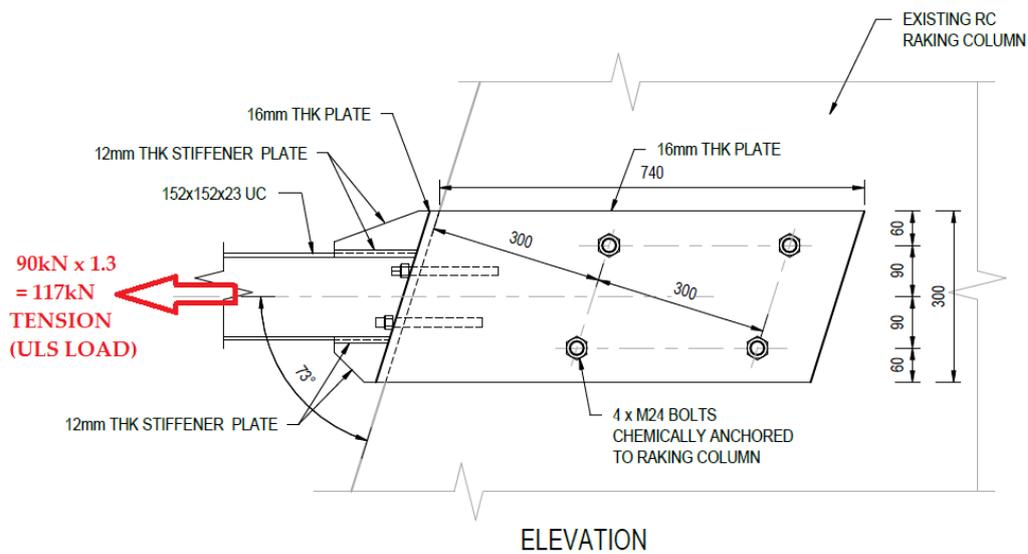
Below is the 2 fixing details, and the critical ULS Loads that the connections must be able to resist, without any signs of material failure of the fixing anchors or the concrete sub-strate.

The connections to be installed and tested by a specialist installer that can prove that the anchors and the connection in general, will be safe, for the specified design loads.

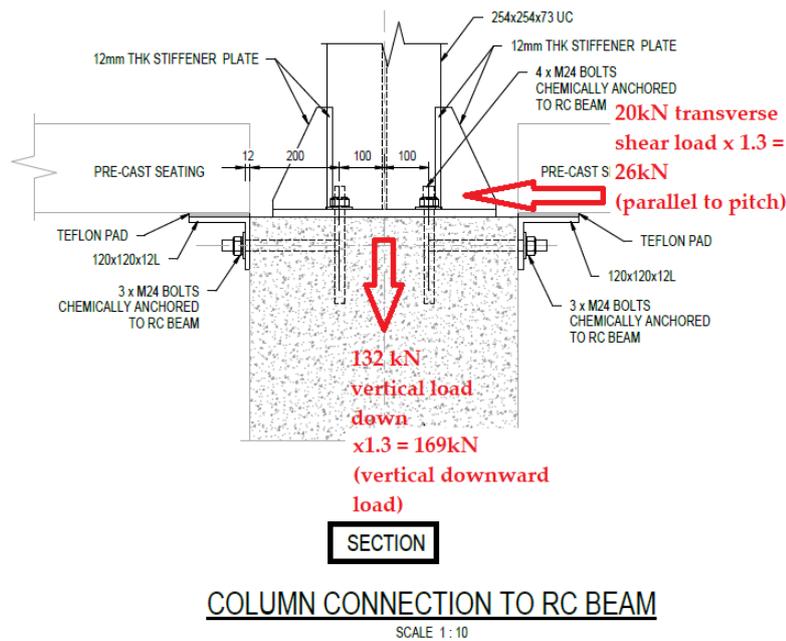
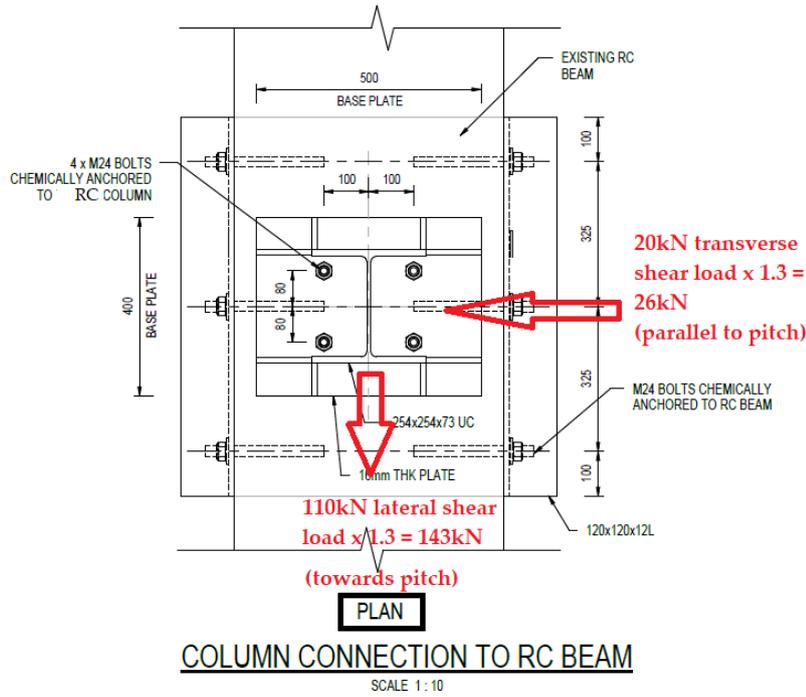
The testing to be done, under the supervision of the engineer and the test results to be submitted for approval, prior to installation of the steel structure.

If the structure is installed without approved load test results, the design Engineer will not be liable, for any issues related to failure of fixings of the screen support structure.

a. RAKING COLUMN FIXING ASSEMBLY (6-OFF)



b. CONCRETE BEAM FIXING ASSEMBLY (3-OFF)



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”.

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.

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 **[R500]** 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

7.1 Within 14 (fourteen) days of Commencement Date the Supplier shall furnish to the Purchaser the performance security:

7.1.1 For the Guarantee Sum equal to being 7% percent of the Contract price or such other applicable amount.

7.1.2 The Performance Security/Guarantee furnished shall be issued by an Approved Financial Institution listed in the Pro Forma Performance Security/Guarantee as at [insert date] (being institutions approved for issue of contract guarantees by the Purchaser).

Delete clause 7.3 and replace with the following:

7.3 The performance security shall be furnished strictly in accordance with the terms and conditions set out in Form of Performance Security/ Guarantee.

Delete clause 7.4 and replace with the following:

7.4 The performance security will be discharged by the Purchaser and returned to the Supplier strictly in accordance with the terms and conditions set out in the Performance Security/ Guarantee.

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

Delete clause 22.1 and replace with the following:

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

The penalty for this contract shall be **[R10,000 per day]**

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.: 282S/2024/25

TENDER DESCRIPTION: SUPPLY, DELIVERY, INSTALLATION, PROGRAMMING, TESTING & COMMISSIONING OF TWO LARGE OUTDOOR VIDEO DISPLAY SCREENS AT THE CAPE TOWN STADIUM

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)

ANNEX 1 (continued)

MONTHLY PROJECT LABOUR REPORT

BENEFICIARY DETAILS AND WORK INFORMATION



CONTRACT OR WORKS PROJECT NUMBER:

Year	Month

Sheet		
1	of	

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

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 D - Pro Forma Advance Payment Guarantee

ADVANCE PAYMENT GUARANTEE NOT APPLICABLE

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address of guarantor:

"Supplier" means:

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

Amount in words:

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

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

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

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

Amount in words:

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

written demand from the CCT to the Guarantor at the Guarantor's physical address calling up this Advance Payment Guarantee, such demand stating that:

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

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

Approved Financial Institution as at 28 February 2023:

1.1 National Banks

ABSA Bank Limited
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/ Consortia

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);

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

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 **282S/2024/25** and tender description: **SUPPLY, DELIVERY, INSTALLATION, PROGRAMMING, TESTING & COMMISSIONING OF TWO LARGE OUTDOOR VIDEO DISPLAY SCREENS AT THE CAPE TOWN STADIUM** 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.11: List of Other Documents Attached By Tenderer
--

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

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

Attach additional pages if more space is required.

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

 Date

Schedule F.12: Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

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

 Date

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

The following information shall be provided with the Tender:

1. The various technical details and data required by the Technical Data Sheets and information required in these Returnable Schedules must be submitted with the tender.
2. In order to be evaluated for compliance with the eligibility criteria, the tenderer must clearly mark the item numbers on the requested documentation, and submit as per the specification requirement in Schedule 13A.
 - (a) Product data sheets – as per brand offered (specifications)
 - (b) Product designs (show measurements, material, colour, pitch, IP ratings etc.)
 - (c) Operating and Maintenance manuals
 - (d) Quality assurance (testing method and paramaters)

SCHEDULE F13A – ELIGIBILITY CRITERIA

This Schedule must be completed in full. This schedule must then be printed on paper and bound in a folder marked "RETURNABLE SCHEDULES" and submitted with the tender.

These Eligibility Criteria is an integral part of the Specification and are mandatory requirements. This Schedule F13A together with the Specifications in **Section C.5** forms the Full Technical Electrical and Electronic Specification.

ELIGIBILITY CRITERIA	PROOF OF COMPLIANCE (SECTION & PAGE NUMBER OF RETURNABLE DOCUMENTS)						
<div style="text-align: center; background-color: #e0e0e0; padding: 5px; margin-bottom: 10px;">ELEMENTAL SPECIFICATIONS</div> <div style="text-align: center; background-color: #e0e0e0; padding: 5px; margin-bottom: 10px;">RGB LED's - Refer to Drawing 1 of ANNEXURE G</div> <ol style="list-style-type: none"> 1) R,G&B LED's must be grouped together in an encapsulated unit so as to form an emulated light point source related to the pixel. These RGB (full colour) components must be encapsulated together as an SMD 2) Singular SMD, Sized: <table style="margin-left: 20px; border: none;"> <tr> <td style="padding-right: 20px;">a) Side Lengths (Front View)-</td> <td>2.8mm ± 0.1mm</td> </tr> <tr> <td>b) Height (Side View) -</td> <td>2.4mm ± 0.1mm</td> </tr> </table> 3) Internal & External SMD Connections must be gold (Au) Wired/plated 4) Encapsulation must be Epoxy Resin 5) The Contrast Ration must be High Contrast equal to or greater than 8000:1 6) The SMD Specification - must be horizontally equal to or grater than 140°and vertically equal to or greater than 110°v 7) The SMD must have an IP69K rating 8) Standard Ratings @ 25°C Ambient 9) Luminous Intensity must equal or exceed the following values: <table style="margin-left: 20px; border: none;"> <tr> <td style="padding-right: 20px;">i) R</td> <td>>=470mcd</td> </tr> </table> 	a) Side Lengths (Front View)-	2.8mm ± 0.1mm	b) Height (Side View) -	2.4mm ± 0.1mm	i) R	>=470mcd	
a) Side Lengths (Front View)-	2.8mm ± 0.1mm						
b) Height (Side View) -	2.4mm ± 0.1mm						
i) R	>=470mcd						

- ii) G $\geq 750\text{mcd}$
- iii) B $\geq 120\text{mcd}$

10) Dominant Wavelength must be between the following values:

- i) R $622\text{nm} \pm 7\text{nm}$
- ii) G $525\text{nm} \pm 10\text{nm}$
- iii) B $474\text{nm} \pm 6\text{nm}$

11) Spectrum Radiation Bandwidth (Q) must be equal to or less than the following values.

- i) R $\leq 24\text{nm}$
- ii) G $\leq 38\text{nm}$
- iii) B $\leq 28\text{nm}$

PIXELS - Refer to Drawing 1 of ANNEXURE G

- 1) The Pixel pitch must be 6.667mm throughout
- 2) The Pixel configuration must be 6.667mm x 6.667mm
- 3) Pixel construction:
 - a) There must be 1 x SMD RGB LED group per pixel and it must be geometrically centered
 - b) The Internal & External SMD Connections must be Gold Wired/plated
 - c) The Encapsulation must be Epoxy Resin
 - d) The Frame must be a Matt Black polymeric frame
 - e) The Pixels must have a High Contrast ratio of equal to or greater than 8000:1
 - f) The Pixel specification must horizontally be equal to or greater than 140° and vertically equal to or greater than 50° with the Vertical to be distributed $+5^\circ$ (Non-Critical) & -45° (Critical).
 - g) The Pixel must have an IP69K rating
 - h) The Louver length may be Proprietary design but Maximum Fitable and equal or greater than 4mm, shaped to enhance Contrast Ratio & allow Critical Vertical Angles.

MODULES/TILES - Refer to Drawing 2 of ANNEXURE G

- 1) Size (Nominally, excluding necessary tolerances for a tight fit & alignment)
 - a) 400mm to 640mm W x 300 to 540mm H
 - b) 60 to 96 px W x 45 to 81 px H
 - c) Depth, $\leq 50\text{mm}$ excluding handles or attachments at the back
- 2) The Material: must be Aluminium-Polymeric Shell
- 3) The Assembly & Maintenance Methodology of Modules/Tiles must be possible from the Front & the Rear.
- 4) Protection:
 - a) Front - IP65 or better
 - b) Back - IP65 or better
- 5) The equipment must be rated for Ambient Humidity Limits between 10% and 95%

CABINETS - Refer to Drawing 3 of ANNEXURE G

- 1) Size (Nominally, excluding necessary tolerances for a tight fit & alignment)
 - a) 800mm to 1280mm W x 720mm to 1200mm H,
 - b) Depth, <=150mm excluding handles or connections at the back
- 2) Material:
 - a) The Cabinet Four-sided frame and Power Supply Enclosure must be 6061 Al or equivalent, and the Module/Tile attachments & Stiffeners must be 1060 Al or equivalent
- 3) Mounting Fixtures:
 - a) To reduce corrosion and dissimilar-metal galvanic action, polymeric gaskets must be provided to separate Aluminium from other metals and all fixing screws & bolts must be Marine Grade Stainless Steel.
- 4) Mass of a Cabinet:
 - a) Max Mass Per Cabinet - Calculated from the Maximum Unit Mass. Max Cabinet Mass includes all elements (LED Pixels, Tiles/Modules, Panel Controls, Panels, Wiring, Cabling, PSU's & all necessary Hardware to make up a fully populated and operational Panel). The Maximum Unit Mass must be smaller or equal to **27kg/m²**. The above Max Mass excludes all Structural Elements

SCREEN - Refer to Drawing 4 of ANNEXURE G

- 1) The Screen Width must be between 23040mm and 23400mm W and the Height must be 10800mm. Number of Cabinets must be Integer Values. Number of Modules/Tiles must be Integer Values.
- 2) Pixels must be 3456px to 3480px W x 1620px H
- 3) The Brightness must be equal to or greater than 6250 cd/m² (Nit) @ 1m @ D6500
- 4) The equipment must be rated for Ambient Temperature limits between minus(-) 10°C and plus (+) 55°C
- 5) The Video ratio must be 16:9
- 6) The Stretched Video Ratio must be between 2.133:1 and 2.148:1
- 7) The Maximum Mass Per Screen must be smaller or equal to 6765kg
Max Screen Mass includes all elements (LED Pixels, Tiles/Modules, Screen Controls, Panels, Wiring, Cabling, PSU's & all necessary Hardware to make up a fully populated and operational Screen). The above Max Mass excludes all Screen Enclosures, A/C, Electrical Boards, Lights and all Structural Elements

SCHEDULE F13B – RELEVANT PROJECT EXPERIENCE AND VALUE

This Schedule must be completed in full. This schedule must then be printed on paper and bound in a folder marked “RETURNABLE SCHEDULES” and submitted with the tender.

Provide favourable reference letters with specific reference to value of contract, type of screen installed, screen structure, electrical and data reticulation. Upon verification the reference will need to confirm that the installation was successful without contractual shortcomings or technical failure.

For multiple projects done for the same client, list each of the projects separately.

RELEVANT PROJECT DETAILS		CLIENT DETAILS				Confirm that the project scope included the following: LED's, Pixel, Module and Cabinet manufacturing; Screen structure and Electrical and data reticulation YES/NO
Project Name	Value (ZAR)	Company Name	Client Name	E-MAIL Address	Contact No.	

Signature: _____

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

SCHEDULE F13D – IMPLEMENTATION/METHODOLOGY STATEMENT AND PRELIMINARY PROGRAMME

This Schedule must be completed in full. This schedule must then be printed on paper and bound in a folder marked “RETURNABLE SCHEDULES” and submitted with the tender.

Implementation / methodology statement from inception stage up to final handover stage:

PARAMETER	SECTION & PAGE NUMBER OF RETURNABLE DOCUMENTS
<ol style="list-style-type: none"> 1. Compliance to OSHACT 2. Breakdown of Activities 3. Method to perform activities 4. Structural Assembly method statement 5. Electronic component manufacturing 	

Typical programme presented on a Gantt chart showing key dates and events for the full implementation

EVENT INTERACTION PARAMETER	LINE NUMBER OF RETURNABLE DOCUMENTS
<ol style="list-style-type: none"> 1. Task interdependency 2. Critical Path 3. Resource loading - Histogram 4. Key Milestones 5. Testing and commissioning 	

Signature: _____

Print name: _____ Date _____

On behalf of the tenderer (duly authorised)

SCHEDULE F13E - SCHEDULE OF DRAWINGS

Drawings required must be furnished by tenderers and the drawings shall be duly marked so as to connect them with the tender to the satisfaction of the CCT.

If the tender is accepted, the drawings shall be re-submitted for approval and after being approved will form part of the contract.

The list of drawings required in the table underneath is a minimum-requirements list and the tenderer may provide more explanatory drawings.

DRAWING REQUIRED
1.LED SMD offered (View from Top, Sides and Bottom) 2.Pixel Offered (View from Top, Sides and Bottom) 3.Module Offered (View from Top, Sides and Bottom) 4.Cabinet Offered (View from Top, Sides and Bottom) 5.Screen Offered (View from Top, Sides and Bottom) 6.Screen Power Connection Diagram 7.Screen Control System Diagrams 8.Fibre Connection System Diagram 9.Cabinet interconnection diagram 10. Module interconnection diagram

Signature: _____

Print name: _____ Date _____

On behalf of the tenderer (duly authorised)

SCHEDULE F13F - SCHEDULE OF MAINTENANCE MANUALS

Assembly- and Maintenance Manuals required must be furnished by tenderers and the manuals shall be duly marked so as to connect them with the tender to the satisfaction of the CCT.

If the tender is accepted, the Manuals shall be re-submitted for approval and after being approved will form part of the contract.

The list of Assembly- and Maintenance Manuals required in the table underneath is a minimum-requirements list and the tenderer may provide more explanatory Manuals.

MANUALS REQUIRED
<ol style="list-style-type: none">1. Assembly and Maintenance of Screen2. Assembly and Maintenance of Control Equipment3. Assembly and Maintenance of Cabinets, Modules, Pixels and LED's

Signature: _____

Print name: _____ Date _____

On behalf of the tenderer (duly authorised)

SCHEDULE F13G - SCHEDULE OF QUALITY ASSURANCE PLAN.

A Quality Assurance Plan must be furnished by tenderers and the document shall be duly marked so as to connect them with the tender to the satisfaction of the CCT.

If the tender is accepted, the Quality Assurance Plan shall be re-submitted for approval and after being approved will form part of the contract.

The Quality Assurance Plan must address at least the following parameters:

QUALITY ASSURANCE PLAN PARAMETERS
<ol style="list-style-type: none">1. LED Batching2. Pixel Batching3. Manufacturing/acquisition of all integral elements4. Integrity of Uniformity5. Integrity of Colour Distribution6. Factory Assemblies & Testing7. Packing & Crating8. Transport9. Storage10. Construction and installation11. Testing and Commissioning.

Signature: _____

Print name: _____ Date _____

On behalf of the tenderer (duly authorised)

Schedule F.15: DECLARATION OF TENDERED RATES SUBMITTED

I, the undersigned, in submitting this tender for **282S/2024/25** in response to the invitation for the tender made by the City of Cape Town, do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:

_____ that:
(Name of Tenderer)

1. I have read and I understand the contents of this Certificate, in accordance with section C.4.
2. I understand that as per clause 22.4 of the Municipal Supply Chain Management Regulations, 2005, "Where bids are requested in electronic format, such bids must be supplemented by sealed hard copies."
3. I understand that I am required to submit one (1) electronic copy (on a USB Flash drive), and one (1) hardcopy(printed) of each Schedule of Rates, and that both copies submitted are to be in the same format as those issued by the Employer.
4. I confirm that both the hardcopy and electronic copy of rates submitted with this tender are a replica of each other, and no alterations have been made to the format and contents.
5. I accept that if/when a Notice to Tenderer (NTT) is issued by the Employer for changes relevant to the Schedule of Rates, I will be required to attach the respective addenda separately to that which has been issued with the original document.

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

Date

Annexure G – Design Drawings

Schedule G.1: E&E Design drawings

E& E DRAWING SCHEDULE

1. eim.2024.28.20 Sh 01 rev T-LED & PIXEL LAYOUT- A3L
2. eim.2024.28.20 Sh 02 rev T-MODULE/TILE LAYOUT- A3L
3. eim.2024.28.20 Sh 03 rev T-CABINET LAYOUT- A3L
4. eim.2024.28.20 Sh 04 rev T-DISPLAY SCREEN LAYOUT - A3L
5. eim.2024.28.20 Sh 05 rev T-N-E SCREEN TOP VIEW - A3L
6. eim.2024.28.20 Sh 06 rev T-SECTION THROUGH GL 270 - A3L
7. eim.2024.28.20 Sh 07 rev T-SCREEN VISIBILITY - A3L
8. eim.2024.28.30 ELEC Sh1 rev T-Symbols Legends Notes-A3L
9. eim.2024.28.30 ELEC Sh2 rev T-Power & Lighting Plan View-A3L
10. eim.2024.28.30 ELEC Sh3 rev T-Power & Lighting Screen Section-A3L
11. eim.2024.28.30 ELEC Sh4 rev T-Fire Detection Plan View-A3L
12. eim.2024.28.30 ELEC Sh5 rev T-Fire Detection Screen Section-A3L
13. eim.2024.28.30 ELEC Sh6 rev T-SDB-SCREEN SLD-A2L

Above Drawings are printed NTS on A4 and attached after this page

Schedule G.2: Design drawings

STRUCTURAL DRAWING SCHEDULE

1. 35010.10-200-01_RevT1
2. 35010.10-200-02_RevT0
3. 35010.10-210-01_RevT1
4. 35010.10-210-02_RevT1
5. 35010.10-210-03_RevT1
6. 35010.10-210-04_RevT1
7. 35010.10-210-05_RevT1
8. 35010.10-211-01_RevT1
9. 35010.10-211-02_RevT1
10. 35010.10-211-03_RevT1
11. 35010.10-212-01_RevT1

Above Drawings are printed NTS on A4 and attached after this page