

TENDER DOCUMENT GOODS AND SERVICES		 <div>CITY OF CAPE TOWN ISIXEKO SASAKAPA STAD KAAPSTAD</div>	
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 8	Page 1 of 171

<p style="text-align: center;">TENDER NO: 217G/2022/23</p> <p>TENDER: SUPPLY AND DELIVERY OF ELECTRICAL ARC FLASH AND BURNING INSULATING OIL PROTECTIVE SUITS AND ASSOCIATED CLOTHING</p> <p>CONTRACT PERIOD: A PERIOD NOT EXCEEDING THIRTY SIX (36) MONTHS FROM DATE OF COMMENCEMENT OF CONTRACT</p>

VOLUME 1: TENDERING PROCEDURES

CLOSING DATE: 20 January 2023

CLOSING TIME: 10:00 a.m.

TENDER BOX NUMBER: 173

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

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

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

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

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VOLUME 1: THE TENDER

(1) GENERAL TENDER INFORMATION

TENDER ADVERTISED	18 November 2022
CLARIFICATION MEETING:	29 November 2022 at 10am to 11:30 (Not compulsory but strongly recommended)
VENUE FOR CLARIFICATION MEETING:	Skype Meeting – Refer below for the link to the meeting
CLARIFICATION MEETING SKYPE LINK:	Join Skype Meeting https://meet.capetown.gov.za/john.petersen/t89js3tg Trouble Joining? Try Skype Web App Join by phone +27214447999 (Civic) English (United States) +27214003499 (Civic) English (United States) Conference ID: 76725616

TENDER BOX & ADDRESS

Tender Box as per front cover at the Tender & Quotation Boxes Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.

The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement "TENDER NO. 217G/2022/23: SUPPLY AND DELIVERY OF ELECTRICAL ARC FLASH AND BURNING INSULATING OIL PROTECTIVE SUITS AND ASSOCIATED CLOTHING the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.

If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer's responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.

Bids must be compliant with the Preferential Procurement Regulations, 2017 including but not limited to local content, functionality, price and preference, eligibility criteria and relevant statutory criteria. The details of this are contained in the tender document. Only locally produced or manufactured goods, meeting the stipulated minimum threshold for local production and content, will be considered.

CCT TENDER REPRESENTATIVE

Name: Gideon van Zyl
Tel. No.: (021) 444-8767
Email: gideon.vanzyl@capetown.gov.za

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

(2) CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

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

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

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

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

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

2.1.2 Interpretation

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

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

2.1.3 Communication during tender process

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

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

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

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

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

2.1.5 Procurement procedures

2.1.5.1 General

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

The CCT intends to appoint a Main Contractor and either one or two Standby Contractors for each item. The Main Contractor will be the highest ranked responsive tenderer, the First Standby Contractor will be the next highest ranking responsive tenderer for the specific item and the Second Standby Contractor the next highest ranking responsive tenderer for the item that is offering equipment of a different Manufacturer to the Main Contractor. If insufficient responsive bids are received, the CCT reserves the right to appoint fewer tenderers, or not to appoint any tenderers at all.

In the event that the First Standby Contractor is offering equipment of a different Manufacturer to the Main Contractor a Second Standby Contractor will not be appointed.

Purchase Orders will in the first instance be placed by the CCT with the Main Contractor.

Should the Main Contractor not be able to meet the contractual commitments relating to a particular order or orders, either in terms of Contractor or Manufacturer delivery performance or of compliance with the requirements of the specification, the Contractor shall advise the CCT within 5 working days of receipt of the order(s). The purchase order(s) will thereafter be cancelled and orders placed with either the First or Second Standby Contractor, as appropriate.

Should the Main Contractor continually fail to meet the contractual commitments the CCT reserves the right to initiate the Default process, during which the Contractor will be afforded an opportunity to address in consultation with the CCT his contract performance and failure to meet the contractual commitments.

During the course of any such Default process the CCT reserves the right to place orders with the First or Second Standby Contractor instead of the Main Contractor and shall retain this right until such time as the Main Contractor has either corrected the non-compliance with the contractual commitments or has provided a proposal to correct the non-compliance with the contractual commitments that is to the satisfaction of the CCT.

In the event that the Main Contractor is formally placed in Default in terms of the specification the contract shall be placed with the appropriate Standby Contractor for the balance of the contract period.

The contract period shall be for a period **not exceeding 36 (thirty six) months** from the commencement date of the contract.

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

2.1.5.3 Nomination of Alternative Bidder

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

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

2.1.6.1 Disputes, objections, complaints and queries

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

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

2.1.6.2 Appeals

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

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

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

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

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

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

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

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

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

Via fax at: 021 400 5963 or 021 400 5830

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

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

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

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

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

Via fax at: 086 202 9982

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

2.1.7 City of Cape Town Supplier Database Registration

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

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

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

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

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

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

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

2.2 Tenderer's obligations

2.2.1 Eligibility Criteria

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

2.2.1.1.1 Submit a tender offer

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

2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

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

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

2.2.1.1.3 Compulsory clarification meeting

Not applicable.

2.2.1.1.4 Minimum score for functionality

Not applicable.

2.2.1.1.5 Local production and content

The City promotes the procurement of goods manufactured by local suppliers. The Department of Trade and Industry and National Treasury has identified specific designated sectors which require local content compliance. The current designated sectors are listed below:

- **Note on a stipulated minimum threshold for the textile, clothing, leather and footwear sector - 2012/07/16**

Tenderers are required to ensure that they comply with these designated Sector requirements by ensuring that the products provided to the City are locally manufactured. Failure to meet the minimum stipulated threshold for local production and content will result in a bid being declared non-responsive.

Further details of designated sectors are available on http://www.thedti.gov.za/industrial_development/ip.jsp and http://ocpo.treasury.gov.za/Buyers_Area/Legislation/Pages/Practice-Notes.aspx

In addition to the above:

The supplier shall study the terms and conditions as stated in the **Local Content Declaration / Annexure C** returnable schedule.

The stipulated minimum threshold percentages for local production and content for the **Textiles, Clothing, Leather and Footwear sector** ("the designated sector") is **100%** and will include all sub-sectors from the applicable National Treasury Instruction Note.

Only tenders with **locally produced or locally manufactured Textiles, Clothing, Leather and Footwear from local raw material or input** will be considered.

If the raw material or input to be used for a specific item is not available locally, **suppliers should obtain written authorisation from the Department of Trade and Industry (DTI)** (Chief Director: Industrial Procurement, tel. 012 394 3927 and fax 012 394 4927) should there be a need to import such raw material or input.

A copy of the authorisation letter must be submitted together with the bid document at the closing date and time of the bid.

The CCT is obliged and must ensure that contracts for the **Textiles, Clothing, Leather and Footwear sector** are awarded at prices that are market related taking into account, among others, benchmark prices designated by the DTI for the sector, value for money and economies of scale. Where appropriate, prices may be negotiated with preferred bidders in accordance with provisions for Negotiation with Preferred Bidders as set out in the CCT SCM Policy.

A bid will be declared non-responsive / disqualified if the Declaration Certificate for Local Production and Content and Annex C as well as the authorisation letter referred to above (if applicable) are not submitted as part of the bid documentation at the closing date and time of the bid.

For further information relating to the local production and content legislation, suppliers may refer to website http://www.thedti.gov.za/industrial_development/ip.jsp, or may contact the Chief Director: Industrial Procurement at the DTI at telephone number (012) 394 3927 and fax (012) 394 4927, the Director: Fleet Procurement, Ms Cathrine Matidza, at telephone number (012) 394 3927 and e-mail CMatidza@thedti.gov.za, or the DTI Contact Centre no 0861 843384.

2.2.1.1.6 Pre-qualification criteria for preferential procurement

Not applicable.

2.2.1.1.7 Provision of samples

Items	Size
1 - Arc Flash Protection Switching Suit Jacket	XL
2 - Arc Flash Protection Switching Suit Trouser	XL
3 - Arc Flash Protection Switching Vented Hood	one size fits all
4 - Arc Flash Protection Switching Suit Glove	9
5 - Arc Flash & Burning Insulating Oil Protective Switching Suit Jacket	XL
6 - Arc Flash & Burning Insulating Oil Protective Switching Suit Trouser	XL
7 - Arc Flash & Burning Insulating Oil Protective Switching Suit vented Hood	one size fits all
8 - Arc Flash & Burning Insulating Oil Protective Switching Suit Mitten/Glove	9

2.2.1.1.8 Testing (Burning Insulating Oil testing as specified in section 8.2.3 of the Technical Specification)

The tenderer has the duty of proving compliance to referenced standards. The testing of the Arc Flash & Burning Insulating Oil Protective Switching Suit has only recently been described and recommended in NRS 109, and CCT will not be doing those tests anymore.

This is a responsiveness criterion and if not provided the offer will then not be responsive. CCT will not cover any of the cost for these tests.

2.2.2 Cost of tendering

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

2.2.3 Check documents

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

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

2.2.4 Confidentiality and copyright of documents

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

2.2.5 Reference documents

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

2.2.6 Acknowledge and comply with notices

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

2.2.7 Clarification meeting

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

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

2.2.8 Seek clarification

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

2.2.9 Pricing the tender offer

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

2.2.10 Alterations to documents

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

2.2.11 Alternative tender offers

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

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

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

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

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

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

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

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

2.2.12 Submitting a tender offer

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

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

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

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

Part	Heading
5	Pricing Schedules
6	Supporting Schedules
	All other attachments submitted by bidder

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

2.2.12.5 Where a two-envelope system is required in terms of the tender conditions, place and seal the returnable documents listed in the tender conditions in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the

outside the CCT's address and identification details stated in the General Tender Information, as well as the tenderer's name and contact address.

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

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

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

2.2.12.9 By signing the offer part of the Form of Offer (**Volume 2, Part 4**) the tenderer warrants that all information provided in the tender submission is true and correct.

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

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

2.2.13 Information and data to be completed in all respects

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

2.2.14 Closing time

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

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

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

2.2.15 Tender offer validity and withdrawal of tenders

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

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

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

- a) it shall be liable to the CCT for any additional expense incurred or losses suffered by the CCT in having either to accept another tender or, if new tenders have to be invited, the additional expenses incurred or losses suffered by the invitation of new tenders and the subsequent acceptance of any other tender;

- b) the CCT shall also have the right to recover such additional expenses or losses by set-off against monies which may be due or become due to the tenderer under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the tenderer or on its behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses or losses, the CCT shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or loss.

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

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

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

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

2.2.17 Provide other material

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

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

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

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

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

2.2.18 Samples, Inspections, tests and analysis

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

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

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

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

2.2.19 Certificates

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

2.2.19.1 Broad-Based Black Economic Empowerment Status Level Documentation

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

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

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

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

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

2.2.19.2 Evidence of tax compliance

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

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

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

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

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

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

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

2.2.21 Claims arising from submission of tender

The tenderer warrants that it has:

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

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

2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

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

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

2.3.2 Issue Notices

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

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

2.3.3 Opening of tender submissions

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

Tenders will be opened immediately after the closing time for receipt of tenders as stated on the front page of the tender document, or as stated in any Notice extending the closing

date and at the closing venue as stated in the General Tender Information.

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

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

2.3.4 Two-envelope system

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

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

2.3.5 Non-disclosure

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

2.3.6 Grounds for rejection and disqualification

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

2.3.7 Test for responsiveness

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

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

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

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

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

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

2.3.8 Arithmetical errors, omissions and discrepancies

2.3.8.1 Check the responsive tenders for:

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

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

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

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

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

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

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

2.3.9 Clarification of a tender offer

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

2.3.10 Evaluation of tender offers**2.3.10.1 General**

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

2.3.10.1.2 Not applicable.

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

- a. If the selected method is based on bidders supplying rates or percentages for outer years, comparative prices would be determined over the entire contract period

based on such rates or percentages.

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

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

2.3.10.2 Decimal places

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

2.3.10.3 Scoring of tenders (price and preference)

2.3.10.3.1 Points for price will be allocated in accordance with the formula set out in this clause based on the price per item / rates as set out in the **Volume 2 - Price Schedule (Part 5)**:

- Individual items scored according to tendered price / rate and preference for each item, but they will be evaluated in groups as detailed in the Pricing Instruction (Schedule 5).

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:

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

Where:

Ps is the number of points scored for price;

Pt is the price of the tender under consideration;

Pmin is the price of the lowest responsive tender.

Preference points shall be scored as follows:

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

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

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

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

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

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

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

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

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

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

$$N_T = P_S + N_P$$

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

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

2.3.10.5 Risk Analysis

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

- reasonableness of the financial offer
- reasonableness of unit rates and prices
- the tenderer's ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, capacity, experience, reputation,

- personnel to perform the contract, etc.; the CCT reserves the right to consider a tenderer's existing contracts with the CCT in this regard
- d) any other matter relating to the submitted bid, the tendering entity, matters of compliance, verification of submitted information and documents, etc.

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

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

2.3.11 Negotiations with preferred tenderers

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

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

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

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

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

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

2.3.12 Acceptance of tender offer

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

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

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

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

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

or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing, complies with the legal requirements, if any, stated in the tender data, and

- e) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

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

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

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

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

2.3.13 Prepare contract documents

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

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

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


2.3.14 Notice to successful and unsuccessful tenderers

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

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

2.3.15 Provide written reasons for actions taken

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

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
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TENDER NO: 217G/2022/23

TENDER DESCRIPTION: SUPPLY AND DELIVERY OF ELECTRICAL ARC FLASH AND BURNING INSULATING OIL PROTECTIVE SUITS AND ASSOCIATED CLOTHING

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

VOLUME 2: RETURNABLE DOCUMENTS

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

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

VOLUME 2: RETURNABLE DOCUMENTS

(3) DETAILS OF TENDERER

1.1 Type of Entity (Please tick one box)

☐ Individual / Sole Proprietor

☐ Close Corporation

☐ Company

☐ Partnership or Joint Venture or Consortium

☐ Trust

☐ Other:

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

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

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

(4) FORM OF OFFER AND ACCEPTANCE**TENDER 217G/2021/22: SUPPLY AND DELIVERY OF ELECTRICAL ARC FLASH AND BURNING INSULATING OIL PROTECTIVE SUITS AND ASSOCIATED CLOTHING****OFFER: (TO BE FILLED IN BY TENDERER):****Required Details** (Please provide applicable details in full):

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

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

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

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

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

Signature(s)

Print name(s):

On behalf of the tenderer (duly authorised)

Date

INITIALS OF CITY OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 217G/2021/22: SUPPLY AND DELIVERY OF ELECTRICAL ARC FLASH AND BURNING INSULATING OIL PROTECTIVE SUITS AND ASSOCIATED CLOTHING

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

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

The terms of the contract are contained in:

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

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

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

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

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

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

FORM OF OFFER AND ACCEPTANCE (continued)

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

Schedule of Deviations

Notes:

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

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

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

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

(5) PRICE SCHEDULE

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

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

Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.
- 5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 5.4 Tenderers must submit prices for all sub-items (sizes) listed under the main item tendered for. Failure to price, thus providing a rate in the Unit Price column, for all listed applicable sizes, alterations and repairs will render the offer non-responsive for that Item and Group, as detailed in 5.6. Therefore a blank, a dash or “n/a” in the pricing column against any of the sub-items will be seen as providing no offer, and “0”, or “zero”, will be regarded as that item being offered at a R0 rate, thus provided to CCT for free. The alterations and repairs are detailed in the Technical Specification.
- 5.5 All prices shall be tendered in accordance with the units specified in this schedule.
- 5.6 All Items will be evaluated and awarded as individual items on the basis laid out in the Conditions of Tender.
Tenderers should note that the City intends awarding the following items according to the following groupings:
 - Group 1: Items 1, 2, 3 and 4 (1 to 4) to one tenderer
 - Group 2: Items 5, 6, 7 and 8 (5 to 8) to one tenderer
 - Items 9 -11 & 13 will be awarded individually
 - Item 12: Sub-items 12.3 – 12.8 will be awarded to one tenderer
Sub-items 12.1, 12.2, 12.9 & 12.10 will be awarded individually
- 5.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in Volume 3(7) Special Conditions of Contract in clause 17.
- 5.8 The CCT intends to appoint a Main Contractor and one Standby Contractors for each item. Refer to Clause 2.1.5.1 of the Conditions of Tender for full details.

INITIALS OF CITY OFFICIALS		
1	2	3

(To be completed by Tenderer)

Item no.	Description	Unit	Unit Price (Excl. VAT) R	Delivery Period from date of Official Order (delivery 12 weeks maximum)
ITEM 1: Arc Flash Protection Switching Suit Jacket, as specified				
1.1	Size: X Small	each		
1.2	Size: Small	each		
1.3	Size: Medium	each		
1.4	Size: Large	each		
1.5	Size: X Large	each		
1.6	Size: 2X Large	each		
1.7	Size: 3X Large	each		
1.8	Size: 4X Large	each		
1.9	Size: 5X Large	each		
1.10	Size: 6X Large	each		
1.11	Size: 7X Large	each		
1.12	Size: 8X Large	each		
1.13	Alterations: Short	each		
1.14	Alterations: Long	each		
1.15	Repairs: Minor	each		
1.16	Repairs: Major	each		
ITEM 2: : Arc Flash Protective Switching Suit Trouser, as specified				
2.1	Size: X Small	each		
2.2	Size: Small	each		
2.3	Size: Medium	each		
2.4	Size: Large	each		
2.5	Size: X Large	each		
2.6	Size: 2X Large	each		
2.7	Size: 3X Large	each		
2.8	Size: 4X Large	each		
2.9	Size: 5X Large	each		
2.10	Size: 6X Large	each		
2.11	Size: 7X Large	each		
2.12	Size: 8X Large	each		
2.13	Alterations: Short	each		

Item no.	Description	Unit	Unit Price (Excl. VAT) R	Delivery Period from date of Official Order (delivery 12 weeks maximum)
2.14	Alterations: Long	each		
2.15	Repairs: Minor	each		
2.16	Repairs: Major	each		
ITEM 3 : Arc Flash Protective Switching Suit Vented Hood, as specified				
3.1	One size	each		
ITEM 4 : Arc Flash Protective Switching Suit Glove, as specified				
4.1	Size 7	pair		
4.2	Size 8	pair		
4.3	Size 9	pair		
4.4	Size 10	pair		
4.5	Size 11	pair		
5.1	Size: X Small	each		ITEM 5 : Arc Flash & Burning Insulating Oil Protective Switching Suit Jacket, as specified
5.2	Size: Small	each		
5.3	Size: Medium	each		
5.4	Size: Large	each		
5.5	Size: X Large	each		
5.6	Size: 2X Large	each		
5.7	Size: 3X Large	each		
5.8	Size: 4X Large	each		
5.9	Size: 5X Large	each		
5.10	Size: 6X Large	each		
5.11	Size: 7X Large	each		
5.12	Size: 8X Large	each		
5.13	Alterations: Short	each		
5.14	Alterations: Long	each		
5.15	Repairs: Minor	each		
5.16	Repairs: Major	each		
ITEM 6 : Arc Flash & Burning Insulating Oil Protective Switching Suit Trouser, as specified				
6.1	Size: X Small	each		
6.2	Size: Small	each		
6.3	Size: Medium	each		

Item no.	Description	Unit	Unit Price (Excl. VAT) R	Delivery Period from date of Official Order (delivery 12 weeks maximum)
6.4	Size: Large	each		
6.5	Size: X Large	each		
6.6	Size: 2X Large	each		
6.7	Size: 3X Large	each		
6.8	Size: 4X Large	each		
6.9	Size: 5X Large	each		
6.10	Size: 6X Large	each		
6.11	Size: 7X Large	each		
6.12	Size: 8X Large	each		
6.13	Alterations: Short	each		
6.14	Alterations: Long	each		
6.15	Repairs: Minor	each		
6.16	Repairs: Major	each		
ITEM 7 : Arc Flash & Burning Insulating Oil Protective Switching Suit Vented Hood, as specified				
7.1	One size	each		
ITEM 8 : Arc Flash & Burning Insulating Oil Protective Mittens/Glove (per pair) as specified				
8.1	Size 7	pair		
8.2	Size 8	pair		
8.3	Size 9	pair		
8.4	Size 10	pair		
8.5	Size 11	pair		
ITEM 9: PROTECTIVE HOLD ALL (BAG)				
9.1	One size	each		
ITEM 10: Arc Protective Hood (balaclava) , as specified				
10.1	One size	each		
ITEM 11: Arc Protective Goggles, as specified				
11.1	One size	each		

Item no.	Description	Unit	Unit Price (Excl. VAT) R	Delivery Period from date of Official Order (delivery 12 weeks maximum)
ITEM 12: Vulcanized Rubber Safety Boot, as specified				
12.1	Size 5	pair		
12.2	Size 6	pair		
12.3	Size 7	pair		
12.4	Size 8	pair		
12.5	Size 9	pair		
12.6	Size 10	pair		
12.7	Size 11	pair		
12.8	Size 12	pair		
12.9	Size 13	pair		
12.10	Size 14	pair		
ITEM 13: Arc Flash Protective Reflective Brace/Bib, as specified				
13.1	One size	each		

TENDERER NAME _____

SIGNED ON BEHALF OF TENDERER _____

(6) SUPPORTING SCHEDULES

Schedule 1: Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums

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

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

Account Holder: _____

Financial Institution: _____

Branch Code: _____

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

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

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

Schedule 2: Declaration for Procurement above R10 million

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

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

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

1.1 If YES, submit audited annual financial statements:

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

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

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

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

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

2.2 If YES, provide particulars:

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

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

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

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

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

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

4.1 If YES, furnish particulars below

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

Signature

Print name: _____

On behalf of the tenderer (duly authorised)

Date

Schedule 3: Preference Schedule

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) The 80/20 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“price”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

4.1 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

$$P_S = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \text{ or } P_S = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

4.3 POINTS AWARDED FOR PRICE

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

80/20

or

90/10

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

6. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

7.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?

(*Tick applicable box*)

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

8.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

9.8 Total number of years the company/firm has been in business:.....

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

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

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

- 3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars.....

- 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars

- 3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars

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

3.14.1 If yes, furnish particulars

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

3.15.1 If yes, furnish particulars

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

3.16.1 If yes, furnish particulars

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

Full Name	Identity Number	State Employee Number

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

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

Signature

Date

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

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

(a) a member of –

- (i) any municipal council;***
- (ii) any provincial legislature; or***
- (iii) the national Assembly or the national Council of provinces;***

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) an executive member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

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 5: Conflict of Interest Declaration

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

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

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

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

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

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

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

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

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

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

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

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

Date

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

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

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

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

Item	Question	Yes	No
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 employer of any other remedies available to it.

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

Date

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

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: _____
(Name of tenderer)

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

The tenderer:

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

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

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

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

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

Date

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

8.1 **PRICING INSTRUCTIONS**

- 8.1.1 The Contract Price Adjustment mechanisms and/or provisions relating to Rate of Exchange Variation contained in this schedule are compulsory and binding on all tenderers.
- 8.1.2 Failure to complete this schedule or any part thereof may result in the tender offer being declared non-responsive.
- 8.1.3 Tenderers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule, failing which the tender offer shall be declared non-responsive.
- 8.1.4 Tenderers are not permitted to offer firm prices except as provided for in the Price Schedule, and if the tenderer offers firm prices in contravention of this clause the tender offer shall be declared non-responsive.
- 8.1.5 Supplier pricelist must reference the items and sub-item numbers as per the Pricing Schedule.

The prices tendered on the pricing schedule shall be subject to price adjustment as follows:

8.2 **SUPPLIER / MANUFACTURER CONTRACT PRICE ADJUSTMENT**

Tenderers are required to complete **either** Section 8.2.1 or Section 8.2.2 below. **(Refer to Clause 8.4 of Schedule 8).**

Tenderers shall in addition complete Section 8.3 if Rate of Exchange Variations are applicable.

8.2.1 **Tenderers that are MANUFACTURERS of the Tendered Items (Complete either paragraph a or b of clause 8.2.1):**

Tenderers that are manufacturers of the tendered items are subject to contract price adjustment based on SEIFSA INDICES and/or MATERIALS SUPPLIER'S PRICE LISTS, and shall complete only the following options:

a) Increase using SEIFSA indices

Published indices shall be applied quarterly to determine a fixed rate for the following quarter, as detailed in Clause 8.4.1 of Schedule 8.

Material and labour price variation shall be calculated based upon the SEIFSA base material and labour prices / indices and the stipulated price proportions as detailed in Annexure A of Schedule 8, which shall be completed in full.

A minimum of 10% of the tender price shall be fixed and free of variation for the duration of the contract.

The SEIFSA contract price adjustment formula shall apply, unless otherwise detailed in Schedule 8.

b) Increase using Material Supplier Price Lists

The tender price shall be subject to adjustment based on Supplier's Price Lists for the materials supplied for the manufacture of the tendered items.

Supplier: _____

Date of Price List/Quotation upon which tender is based _____

Price List/Quotation Reference Number _____

N.B.

- The above information must be provided for each item supplied to the Tenderer.
- Copies of price lists on which tender prices are based shall be enclosed for all items.
- Tenderers will be entitled to claim only the difference between the cost of the product at the time of tendering and the new cost. Documentation to this effect must be submitted with each claim.

8.2.2 Tenderers that are NOT Manufacturers of the Tendered Items (If more than one manufacturer are used please supply the additional manufacturer's information after section 16 of this document)

Tenderers that are **NOT** manufacturers of the tendered items are subject to contract price adjustment based on the SUPPLIER'S / MANUFACTURER'S PRICE LISTS from the supplier or manufacturer of the tendered items, as detailed in Clause 8.4.2 of Schedule 8, and shall complete the following:

Supplier: _____

Date of Price List/Quotation upon which tender is based _____

Price List/Quotation Reference Number _____

N.B.

- The above information must be provided for each item supplied to the Tenderer.
- Copies of price lists on which tender prices are based shall be enclosed for all items. The items referenced on the Pricing Schedule must be clearly identified on the Price List.
- Tenderers will be entitled to claim only the difference between the cost of the product at the time of tendering and the new cost. Documentation to this effect must be submitted with each claim.

8.3 RATE OF EXCHANGE VARIATIONS

Only tenderers who are the DIRECT IMPORTER of the Goods may claim rate of exchange price variations. (Refer to Clause 8.4.3 below).

Exchange Rate on which tender is based: _____ 1 = S A Rand _____

Name of Bank: _____

Date of quoted rate of exchange (Seven Calendar Days before tender closing): _____

The end date applicable for variation shall be the date of shipment received (ie. The date of the Bill of Lading / Waybill / Customs Invoice)

Tenderer to indicate applicable documentation (Bill of Lading / Waybill / Customs Invoice):

If any other documentation other than those indicated above is applicable, the tenderer is to indicate this clearly and identify the applicable documentation in the space provided above.

TABLE 8.3: PRICE BASIS FOR IMPORTED RESOURCES

Item No.	Value in foreign currency	Rate of exchange as at 7 days prior to date of tender	Value in Rand, of foreign currency content (columns AxB)	Customs Surcharge		Customs Duty		Amount of South African Content	Total in Rand of columns C+D+E+F (Total Tender Price) (Excl. VAT)
				%	R	%	R		
	(A)	(B)	(C)		(D)		(E)	(F)	(G)
1.1									
1.2									
1.3									
1.4									
1.5									
1.6									
1.7									
1.8									
1.9									
1.10									

Item No.	Value in foreign currency	Rate of exchange as at 7 days prior to date of tender	Value in Rand, of foreign currency content (columns AxB)	Customs Surcharge		Customs Duty		Amount of South African Content	Total in Rand of columns C+D+E+F (Total Tender Price) (Excl. VAT)
				%	R	%	R		
	(A)	(B)	(C)		(D)		(E)	(F)	(G)
1.11									
1.12									
2.1									
2.2									
2.3									
2.4									
2.5									
2.6									
2.7									
2.8									
2.9									
2.10									
2.11									
2.12									
3.1									
4.1									
4.2									
4.3									
4.4									
4.5									
5.1									
5.2									
5.3									
5.4									
5.5									
5.6									
5.7									
5.8									
5.9									
5.10									
5.11									
5.12									
6.1									
6.2									
6.3									
6.4									
6.5									
6.6									
6.7									
6.8									
6.9									
6.10									
6.11									
6.12									
7.1									

Item No.	Value in foreign currency	Rate of exchange as at 7 days prior to date of tender	Value in Rand, of foreign currency content (columns AxB)	Customs Surcharge		Customs Duty		Amount of South African Content	Total in Rand of columns C+D+E+F (Total Tender Price) (Excl. VAT)
				%	R	%	R		
	(A)	(B)	(C)		(D)		(E)	(F)	(G)
8.1									
8.2									
8.3									
8.4									
8.5									
9.1									
10.1									
11.1									
12.1									
12.2									
12.3									
12.4									
12.5									
12.6									
12.7									
12.8									
12.9									
12.10									
13.1									

8.4 **PRICE VARIATION CLAIM**

8.4.1 **SEIFSA Index based Contract Price Variations (Refer to 8.2.1 above)**

- 8.4.1.1 This section is applicable to **Tenderers that ARE the manufacturer** of the tendered Goods.
- 8.4.1.2 Only Contractors that are the manufacturers of the Goods may claim SEIFSA Index based contract price adjustments.
- 8.4.1.3 For items that are subject to ROE, the SEIFSA index based CPA **shall apply only to the South African Content portion**, column (F) of the above table.
- 8.4.1.4 The contract price per item shall be adjusted **quarterly** in advance of placement of orders, and the adjusted contract price shall be applicable for purchase orders placed during the following three full calendar months.
- 8.4.1.5 Fluctuations in the prices of raw materials and labour will be acceptable for the Contract Price Adjustment calculations for the tendered Goods.
- 8.4.1.6 The base month for Contract Price Adjustment calculations shall be the calendar month prior to the month of the closing date for tenders, and published indices applicable to this month shall be used.
- 8.4.1.7 Adjusted contract prices per item shall be calculated based upon the SEIFSA indices published in the calendar month of application for the amended equipment contract prices.
- 8.4.1.8 Material and labour price variation shall be calculated based upon the SEIFSA base material and labour indices and the stipulated price proportions as detailed in Annexure A of Schedule 8.
- 8.4.1.9 A minimum of 10% of the **South African Content portion** of the tender price per item (column (F) of the above table) shall be fixed and free of variation for the duration of the contract.
- 8.4.1.10 The process to be followed by Contractors for claims for contract price adjustment in terms of SEIFSA shall be as follows:
- a) The Contractor shall approach the Employer in writing prior to the third Friday of each of **February, May, August and November** month with an application for the amended unit prices of the Goods to be applicable to the contract during the following quarter.
 - b) The application shall be based upon the SEIFSA indices published during the calendar month of application (published before the end of the third week of the month and detailing the latest available indices) and shall detail the proposed adjusted unit prices for the Goods and include detailed calculations indicating how the adjusted unit prices per item have been established.
 - c) Calculations of the contract price adjustment shall use the original tendered unit rates, the base indices, the indices published in the calendar month of application and the SEIFSA formula and shall contain no other factors or adjustments.
 - d) The Employer will check and approve the proposed unit prices for the following month prior to the last Friday of the month of application. The Employer will notify the Contractor in writing of approval of the adjusted prices. Any communications regarding approval of the proposed adjusted prices shall be completed before the last Friday of the month of application for the amended unit prices for the Goods.
 - e) The Employer will update the SAP Contract records at the end of the month with the approved amended unit prices for the following three months.
 - f) All purchase orders for the contracted Goods issued during a quarterly period shall be issued, invoiced and paid at the contract unit prices approved for that quarterly period and no further contract price adjustment claims will be considered, irrespective of the actual month of delivery and whether or not deliveries were subject to any manufacturing or delivery delays.
 - g) The required delivery dates for orders for the contracted Goods placed by the Employer will be determined based upon the date of issue of the purchase order and the contract delivery period.

- h) Failure by the Contractor to submit claims for Contract Price Adjustment within the timeframes detailed above will result in the unit rates for the Goods concerned being determined by the Employer in accordance with the published SEIFSA indices. The Employer however reserves the right in such a case not to amend the unit rates for the Goods if it is not to the Employer's advantage.
- i) The successful Contractor shall immediately upon notification of the commencement date of contract submit written application for approval of adjusted unit prices for the Goods that shall be applicable during the first calendar month of the contract. This application will be assessed in accordance with the process laid out above in order to determine approved contract prices for the first calendar month of the contract.
- j) Failure to submit such application within one working week of commencement of contract shall result in the tendered unit prices being applied for orders placed during the first calendar month of the contract.
- k) Application for Contract Price Adjustment thereafter shall follow the process detailed above.

8.4.2 Supplier / Manufacturer Price List Variations (Refer to 8.2.2 above)

This section is applicable to **Tenderers that are NOT the manufacturer** of the tendered Goods.

This section is **also applicable to** Tenderers that are importing overseas manufactured component parts for assembly into tendered goods that are locally manufactured.

If the contract is subject to variation based on **SUPPLIER / MANUFACTURER PRICE LISTS**, the following will be applicable:

- 8.4.2.1 Contractors shall make the application for contract price adjustment prior to the date upon which the price adjustment would become effective.
- 8.4.2.2 The effective date of any price adjustment granted will be the first day of the month following the month during which the fully substantiated application for contract price adjustment is submitted and approved or, by agreement between the Contractor and the Employer, a subsequent date on which the price adjustment will become effective.
- 8.4.2.3 In instances where the Contractor's price adjustment claimed is less than entitled, the lesser price will be accepted.
- 8.4.2.4 Purchase orders placed prior to the effective date of any price increase shall be placed at the previously agreed price, not the claimed adjusted price.
- 8.4.2.5 Only the difference in cost may be adjusted and under no circumstances may the Contractor increase their profit margin.
- 8.4.2.6 The process to be followed by the Contractor for claims for contract price adjustment shall be as follows:
 - a) The Contractor shall submit all of the documentation indicated below a minimum of two weeks prior to the effective date of the contract price adjustment.
 - b) The Employer will consider the proposed contract price adjustment and based on the documentary evidence, the Employer may approve the adjustment.
 - c) A letter authorising the price adjustment will be issued to the Contractor.
 - d) All purchase orders issued subsequent to the effective date of the contract price adjustment will be issued at the approved adjusted contract price.
- 8.4.2.7 The Contractor shall supply the following documentation when applying for a contract price adjustment:
 - a) The price list that the tender was based upon clearly indicating the items numbered according to the tender pricing schedule.
 - b) The new price list from the same Supplier / Manufacturer as originally tendered and clearly indicating the items numbered according to the tender pricing schedule and the revised price applicable to each item.

- c) Detailed calculations indicating how the new price has been established.
- d) A covering letter on the Contractor's letterhead requesting the contract price adjustment.
- e) All documentation is to be signed by the Supplier / Manufacturer and by the Contractor.

8.4.2.8 In the event of a Contractor changing their Supplier / Manufacturer during the tenure of the contract, no request for price variations will be considered unless the Contractor has obtained prior approval from the City for the change of Supplier / Manufacturer. Such approval shall include technical approval by the Engineer of the goods supplied by the replacement Supplier / Manufacturer. Technical approval by the Engineer shall be a prerequisite for any change of Supplier / Manufacturer.

8.4.3 Rate of Exchange Variations (Refer to 8.3 above)

8.4.3.1 The Tenderer shall note The Department: Trade and Industry Local Production and Content requirements included with and forming a part of this specification, where applicable, and shall comply fully therewith.

8.4.3.2 If the Contract price is subject to variations in RATES OF EXCHANGE the Tenderer SHALL complete the appropriate section in Schedule 8 (Section 8.3), failing which no claim for contract price adjustment on the basis of rate of exchange variations will be considered.

8.4.3.3 Only Contractors that are directly importing the tendered Goods or component parts of the tendered Goods may claim rate of exchange variations.

8.4.3.4 The price adjustment for variations in the cost of plant and materials imported from outside of South Africa shall be based on the information contained on the schedule titled "**Price Basis for Imported Resources**" and as below. The Rand value of Plant and Materials comprising entirely or partly imported content that is inserted on the schedule titled "**Price Basis for Imported Resources**" (column (G)) shall be the rate tendered in the Pricing Schedule, and shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate on the Base Date (seven calendar days before tender closing date) rounded to the second decimal place (column (B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)) and any South African manufactured or added content (column (F)). Any mark-up by the Tenderer or other costs not detailed above shall be entirely contained within the South African Content (Column (F)).

8.4.3.5 The Supplier shall within seven working days from the date of receipt of the purchase order arrange for cover or recovering forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported Plant and Materials inserted by the Tenderer on the scheduled titled "**Price Basis for Imported Resources**", and submit such Forward Cover quotation to the City for approval. Following such approval the forward cover shall be contracted within a further two working days and a copy provided to the City.

8.4.3.6 Based on the evidence provided in Clause 8.4.3.5 above, the value in Rand inserted in column (C) of on the schedule titled "**Price Basis for Imported Resources**" shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in this clause shall be adjusted accordingly, subject to Clause 8.4.3.7 below.

8.4.3.7 The adjustments shall be calculated upon the value in foreign currency in the Supplier's **forward cover contract**, provided that, should this value exceed the value in foreign currency inserted in column (A) of on the schedule titled "**Price Basis for Imported Resources**", then the value in column (A) shall be used.

8.4.3.8 Any increase or decrease in the Rand value between the amounts of Customs Surcharge and Customs Duty inserted in on the schedule titled "**Price Basis for Imported Resources**" and those amounts actually paid to the Customs and Excise Authorities, which are due to changes in the percentage rates applicable or to the foreign exchange rate used by the authorities, shall be adjusted accordingly.

- 8.4.3.9 The Tenderer shall state the Customs Duty Tariff Reference applicable to each item and the Supplier shall advise the CCT's Agent of any changes which occur.
- 8.4.3.10 Contractors shall take out Forward Cover covering the foreign exchange component of the cost of any imported portion of the Goods ordered on each purchase order issued by the Employer.
- 8.4.3.11 The process to be followed by Contractors for claims for Rate of Exchange Variations shall be as follows:
- On receipt of a purchase order the Contractor shall arrange for a quotation for Forward Cover from their banking institution.
 - This Forward Cover quotation shall be submitted to the Employer for approval of the Forward Cover rate within seven working days from date of receipt of the purchase order.
 - Only once the Forward Cover rate is approved may the Contractor engage in a formalised contract with their banking institution and submit the Forward Cover contract to the Employer. This shall be done within two working days from the City's approval.
 - The Forward Cover Contract shall refer to the purchase order number, shall be signed by both parties (the Contractor and the Banking Institution) and shall be valid until such time as the goods are delivered to the Employer.
- 8.4.3.12 On delivery of the goods to the City the Contractor shall submit the following documentation:
- The Bill of Lading/Waybill/Customs Invoice (clearly indicating the items as identified on the purchase order).
 - Calculations detailing the difference in the rate of exchange at the time of entry and the date of tender. These shall be submitted on a covering letter.
 - The invoice / credit note for the Rate of Exchange adjustment applicable to the specific order.
- 8.4.4 Supplier Price List Variations for Contractors Supplying Imported Goods by Another Party (Refer to 8.2 above).**

- 8.4.4.1 Tenderers that intend to purchase the goods from another supplier who is in turn importing the goods shall obtain Firm Prices from the supplier and shall submit the price list in accordance with the process outlined in Clause 8.4.2 above. The updated pricelist shall be submitted to the City within seven calendar days of the date of the purchase order date. The City reserves the right the request further supporting documents to substantiate the claimed adjustments.

8.4.5 Contract Price Adjustment – General

- 8.4.5.1 All requests for variation in the contract price shall be submitted in writing as follows:

- By letter to: Director Supply Chain Management, City of Cape Town, P O Box 655, Cape Town, 8000, or
- by email to: CPA.Request@capetown.gov.za

prior to the date upon which the price adjustment would become effective.

- 8.4.5.2 When submitting an application for contract price adjustment the Contractor shall provide the applicable month's actual indices for the SEIFSA Table No's and Descriptions detailed in Annexure A of Schedule 8 or the supplier's actual published pricelists applicable to the particular month, and the actual revised rate proposed for each item. A mere notification of an application for contract price adjustment without stating the adjusted price claimed for each item shall, for the purpose of this clause, not be regarded as a valid claim.
- 8.4.5.3 The Employer reserves the right to request the Contractor to submit auditor's certificates or such other documentary proof as it may require in order to verify a claim for contract price adjustment. Should the supplier fail to submit such auditor's certificates or other documentary proof to the City of Cape Town within a period of 30 (thirty) days from the date of the request, it shall be presumed that the supplier has abandoned his claim.

Annexure A: Contract Price Adjustment

BASE MATERIAL AND LABOUR PRICES (APPLICABLE TO MANUFACTURERS ONLY AND TO SOUTH AFRICAN CONTENT ONLY)

Where Tender prices are subject to adjustment the prices quoted shall be subject to price variation based upon the SEIFSA base prices per metric ton or indices for materials and labour detailed below. For the purposes of this tender the **base month** shall be **November 2022**.

		OTHER: _____	OTHER: _____	OTHER: _____	OTHER: _____	LABOUR
SEIFSA Table No:						
SEIFSA ITEM DESCRIPTION:						

ITEM NO.	DESCRIPTION	MATERIAL					LABOUR	FIXED PORTION OF TENDER PRICE (Min 10%) (%)
		The percentage contributions of specific materials to the total price per item are as follows:-					Proportion of Price Attributed to Labour Cost (%)	
			OTHER (as above)_	OTHER (as above)_	OTHER (as above)_	OTHER (as above)_		
		Proportion of Price (%)	Proportion of Price (%)	Proportion of Price (%)	Proportion of Price (%)	Proportion of Price (%)		
1.1	Arc Flash Protection Switching Suit Jacket, as specified, Size: X Small							
1.2	Arc Flash Protection Switching Suit Jacket, as specified, Size: Small							
1.3	Arc Flash Protection Switching Suit Jacket, as specified, Size: Medium							
1.4	Arc Flash Protection Switching Suit Jacket, as specified, Size: Large							
1.5	Arc Flash Protection Switching Suit Jacket, as specified, Size: X Large							
1.6	Arc Flash Protection Switching Suit Jacket, as specified, Size: 2X Large							
1.7	Arc Flash Protection Switching Suit Jacket, as specified, Size: 3X Large							
1.8	Arc Flash Protection Switching Suit Jacket, as specified, Size: 4X Large							
1.9	Arc Flash Protection Switching Suit Jacket, as specified, Size: 5X Large							
1.10	Arc Flash Protection Switching Suit Jacket, as specified, Size: 6X Large							
1.11	Arc Flash Protection Switching Suit Jacket, as specified, Size: 7X Large							
1.12	Arc Flash Protection Switching Suit Jacket, as specified, Size: 8X Large							

ITEM NO.	DESCRIPTION	MATERIAL					LABOUR	FIXED PORTION OF TENDER PRICE (Min 10%) (%)
		The percentage contributions of specific materials to the total price per item are as follows:-					Proportion of Price Attributed to Labour Cost (%)	
			OTHER (as above)_	OTHER (as above)_	OTHER (as above)_	OTHER (as above)_		
		Proportion of Price (%)	Proportion of Price (%)	Proportion of Price (%)	Proportion of Price (%)	Proportion of Price (%)		
1.13	Arc Flash Protection Switching Suit Jacket, as specified, Alterations: Short							
1.14	Arc Flash Protection Switching Suit Jacket, as specified, Alterations: Long							
1.15	Arc Flash Protection Switching Suit Jacket, as specified, Repairs: Minor							
1.16	Arc Flash Protection Switching Suit Jacket, as specified, Repairs: Major							
2.1	Arc Flash Protective Switching Suit Trouser, as specified, Size: X Small							
2.2	Arc Flash Protective Switching Suit Trouser, as specified, Size: Small							
2.3	Arc Flash Protective Switching Suit Trouser, as specified, Size: Medium							
2.4	Arc Flash Protective Switching Suit Trouser, as specified, Size: Large							
2.5	Arc Flash Protective Switching Suit Trouser, as specified, Size: X Large							
2.6	Arc Flash Protective Switching Suit Trouser, as specified, Size: 2X Large							
2.7	Arc Flash Protective Switching Suit Trouser, as specified, Size: 3X Large							
2.8	Arc Flash Protective Switching Suit Trouser, as specified, Size: 4X Large							
2.9	Arc Flash Protective Switching Suit Trouser, as specified, Size: 5X Large							
2.10	Arc Flash Protective Switching Suit Trouser, as specified, Size: 6X Large							
2.11	Arc Flash Protective Switching Suit Trouser, as specified, Size: 7X Large							
2.12	Arc Flash Protective Switching Suit Trouser, as specified, Size: 8X Large							
2.13	Arc Flash Protective Switching Suit Trouser, as specified, Alterations: Short							
2.14	Arc Flash Protective Switching Suit Trouser, as specified, Alterations: Long							
2.15	Arc Flash Protective Switching Suit Trouser, as specified, Repairs: Minor							

ITEM NO.	DESCRIPTION	MATERIAL					LABOUR	FIXED PORTION OF TENDER PRICE (Min 10%) (%)
		The percentage contributions of specific materials to the total price per item are as follows:-					Proportion of Price Attributed to Labour Cost	
			OTHER (as above)_	OTHER (as above)_	OTHER (as above)_	OTHER (as above)_		
		Proportion of Price (%)	Proportion of Price (%)	Proportion of Price (%)	Proportion of Price (%)	Proportion of Price (%)	(%)	
2.16	Arc Flash Protective Switching Suit Trouser, as specified, Repairs: Major							
3.1	Arc Flash Protective Switching Suit Vented Hood, as specified, One size							
4.1	Arc Flash Protective Glove (per pair), as specified, Size 7							
4.2	Arc Flash Protective Glove (per pair), as specified, Size 8							
4.3	Arc Flash Protective Glove (per pair), as specified, Size 9							
4.4	Arc Flash Protective Glove (per pair), as specified, Size 10							
4.5	Arc Flash Protective Glove (per pair), as specified, Size 11							
5.1	Arc Flash & Burning Insulating Oil Protective Switching Suit Jacket, as specified, Size: X Small							
5.2	Arc Flash & Burning Insulating Oil Protective Switching Suit Jacket, as specified, Size: Small							
5.3	Arc Flash & Burning Insulating Oil Protective Switching Suit Jacket, as specified, Size: Medium							
5.4	Arc Flash & Burning Insulating Oil Protective Switching Suit Jacket, as specified, Size: Large							
5.5	Arc Flash & Burning Insulating Oil Protective Switching Suit Jacket, as specified, Size: X Large							
5.6	Arc Flash & Burning Insulating Oil Protective Switching Suit Jacket, as specified, Size: 2X Large							
5.7	Arc Flash & Burning Insulating Oil Protective Switching Suit Jacket, as specified, Size: 3X Large							
5.8	Arc Flash & Burning Insulating Oil Protective Switching Suit Jacket, as specified, Size: 4X Large							

ITEM NO.	DESCRIPTION	MATERIAL					LABOUR	FIXED PORTION OF TENDER PRICE (Min 10%) (%)
		The percentage contributions of specific materials to the total price per item are as follows:-					Proportion of Price Attributed to Labour Cost (%)	
			OTHER (as above)_	OTHER (as above)_	OTHER (as above)_	OTHER (as above)_		
		Proportion of Price (%)	Proportion of Price (%)	Proportion of Price (%)	Proportion of Price (%)	Proportion of Price (%)		
5.9	Arc Flash & Burning Insulating Oil Protective Switching Suit Jacket, as specified, Size: 5X Large							
5.10	Arc Flash & Burning Insulating Oil Protective Switching Suit Jacket, as specified, Size: 6X Large							
5.11	Arc Flash & Burning Insulating Oil Protective Switching Suit Jacket, as specified, Size: 7X Large							
5.12	Arc Flash & Burning Insulating Oil Protective Switching Suit Jacket, as specified, Size: 8X Large							
5.13	Arc Flash & Burning Insulating Oil Protective Switching Suit Jacket, as specified, Alterations: Short							
5.14	Arc Flash & Burning Insulating Oil Protective Switching Suit Jacket, as specified, Alterations: Long							
5.15	Arc Flash & Burning Insulating Oil Protective Switching Suit Jacket, as specified, Repairs: Minor							
5.16	Arc Flash & Burning Insulating Oil Protective Switching Suit Jacket, as specified, Repairs: Major							
6.1	Arc Flash & Burning Insulating Oil Protective Switching Suit Trouser, as specified, Size: X Small							
6.2	Arc Flash & Burning Insulating Oil Protective Switching Suit Trouser, as specified, Size: Small							
6.3	Arc Flash & Burning Insulating Oil Protective Switching Suit Trouser, as specified, Size: Medium							
6.4	Arc Flash & Burning Insulating Oil Protective Switching Suit Trouser, as specified, Size: Large							

ITEM NO.	DESCRIPTION	MATERIAL					LABOUR	FIXED PORTION OF TENDER PRICE (Min 10%) (%)
		The percentage contributions of specific materials to the total price per item are as follows:-					Proportion of Price Attributed to Labour Cost (%)	
			OTHER (as above)_	OTHER (as above)_	OTHER (as above)_	OTHER (as above)_		
		Proportion of Price (%)	Proportion of Price (%)	Proportion of Price (%)	Proportion of Price (%)	Proportion of Price (%)		
6.5	Arc Flash & Burning Insulating Oil Protective Switching Suit Trouser, as specified, Size: X Large							
6.6	Arc Flash & Burning Insulating Oil Protective Switching Suit Trouser, as specified, Size: 2X Large							
6.7	Arc Flash & Burning Insulating Oil Protective Switching Suit Trouser, as specified, Size: 3X Large							
6.8	Arc Flash & Burning Insulating Oil Protective Switching Suit Trouser, as specified, Size: 4X Large							
6.9	Arc Flash & Burning Insulating Oil Protective Switching Suit Trouser, as specified, Size: 5X Large							
6.10	Arc Flash & Burning Insulating Oil Protective Switching Suit Trouser, as specified, Size: 6X Large							
6.11	Arc Flash & Burning Insulating Oil Protective Switching Suit Trouser, as specified, Size: 7X Large							
6.12	Arc Flash & Burning Insulating Oil Protective Switching Suit Trouser, as specified, Size: 8X Large							
6.13	Arc Flash & Burning Insulating Oil Protective Switching Suit Trouser, as specified, Alterations: Short							
6.14	Arc Flash & Burning Insulating Oil Protective Switching Suit Trouser, as specified, Alterations: Long							
6.15	Arc Flash & Burning Insulating Oil Protective Switching Suit Trouser, as specified, Repairs: Minor							
6.16	Arc Flash & Burning Insulating Oil Protective Switching Suit Trouser, as specified, Repairs: Major							
7.1	Arc Flash & Burning Insulating Oil Protective Switching Suit Vented Hood, as specified, One size							

ITEM NO.	DESCRIPTION	MATERIAL					LABOUR	FIXED PORTION OF TENDER PRICE (Min 10%) (%)
		The percentage contributions of specific materials to the total price per item are as follows:-					Proportion of Price Attributed to Labour Cost (%)	
			OTHER (as above)_	OTHER (as above)_	OTHER (as above)_	OTHER (as above)_		
		Proportion of Price (%)	Proportion of Price (%)	Proportion of Price (%)	Proportion of Price (%)	Proportion of Price (%)		
8.1	Arc Flash & Burning Insulating Oil Protective Mittens/Gloves (per pair) - 60 Cal/cm2, as specified, Size 7							
8.2	Arc Flash & Burning Insulating Oil Protective Mittens/Gloves (per pair) - 60 Cal/cm2, as specified, Size 8							
8.3	Arc Flash & Burning Insulating Oil Protective Mittens/Gloves (per pair) - 60 Cal/cm2, as specified, Size 9							
8.4	Arc Flash & Burning Insulating Oil Protective Mittens/Gloves (per pair) - 60 Cal/cm2, as specified, Size 10							
8.5	Arc Flash & Burning Insulating Oil Protective Mittens/Gloves (per pair) - 60 Cal/cm2, as specified, Size 11							
9.1	Protective Hold-All (BAG), as specified, One size							
10.1	Arc Protective Hood (balaclava) , as specified, One size							
11.1	Arc Protective Goggles, as specified, One size							
12.1	Vulcanized Rubber Safety Boot, as specified, Size 5							
12.2	Vulcanized Rubber Safety Boot, as specified, Size 6							
12.3	Vulcanized Rubber Safety Boot, as specified, Size 7							
12.4	Vulcanized Rubber Safety Boot, as specified, Size 8							
12.5	Vulcanized Rubber Safety Boot, as specified, Size 9							
12.6	Vulcanized Rubber Safety Boot, as specified, Size 10							
12.7	Vulcanized Rubber Safety Boot, as specified, Size 11							
12.8	Vulcanized Rubber Safety Boot, as specified, Size 12							

ITEM NO.	DESCRIPTION	MATERIAL					LABOUR	FIXED PORTION OF TENDER PRICE (Min 10%)
		The percentage contributions of specific materials to the total price per item are as follows:-					Proportion of Price Attributed to Labour Cost (%)	
			OTHER (as above)_	OTHER (as above)_	OTHER (as above)_	OTHER (as above)_		
		Proportion of Price (%)	Proportion of Price (%)	Proportion of Price (%)	Proportion of Price (%)	Proportion of Price (%)		
12.9	Vulcanized Rubber Safety Boot, as specified, Size 13							
12.10	Vulcanized Rubber Safety Boot, as specified, Size 14							
13.1	Arc Flash Protective Reflective Brace, as specified, One size							

TENDERER NAME _____ SIGNED ON BEHALF OF TENDERER _____

Schedule 9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender **217G/2022/23: SUPPLY AND DELIVERY OF ELECTRICAL ARC FLASH AND BURNING INSULATING OIL PROTECTIVE SUITS AND ASSOCIATED CLOTHING** in response to the tender invitation made by THE CITY OF CAPE TOWN, do hereby make the following statements, which I certify to be true and complete in every respect:

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

That:

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

Signature

Date

Name (PRINT)

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

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

Schedule 10: Local Content Declaration / Annexure C

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

Preamble

This declaration is based on and replaces Municipal Bid Document 6.2 (MBD 6.2).

The amendments made to the MBD 6.2 document have been necessary to clarify this standard document as it relates to local production and content in the Electrical and Telecom Cable sector.

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

Documents listed herein are downloadable from the dti's official website, <http://www.thedti.gov.za>.

This schedule must be completed by tenderers and returned with their tender at the closing date and time for this tender.

1. General Conditions

- 1.1 Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2 Regulation 8(2) prescribes that in the case of designated sectors, organs of state must advertise such bids with the specific bidding condition that only locally produced goods with a stipulated minimum threshold for local production and content will be considered.
- 1.3 Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4 A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - \frac{x}{y}] \times 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by Nedbank at close of business on the date of advertisement of the bid as required in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on Error! Hyperlink reference not valid. http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

- 1.6 A bid may be disqualified/declared non-responsive if this Declaration Certificate and Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation.

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (Cont'd)

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Textiles, Clothing, Leather and Footwear sector	100%

3. Does any portion of the services, works or goods offered for Items as detailed in Annexure C have any imported content?

(Tick applicable box)

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

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the above General Conditions must be the rate(s) published by Nedbank at close of business on the date of advertisement of the bid.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Tenderers must submit proof of the Nedbank rate(s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the CCT provide directives in this regard.

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS
(Cont'd)(AS PER ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):

.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),

do hereby declare, in my capacity as

of (name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011;
- (c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 2 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE:

DATE: _____

WITNESS No. 1

DATE: _____

WITNESS No. 2

DATE: _____

Annex C

Local Content Declaration - Summary Schedule

(C1)	Tender No.	217G/2022/23					
(C2)	Tender description:	Supply And Delivery Of Electrical Arc Flash And Burning Insulating Oil Protective Suits And Associated Clothing					
(C3)	Designated product(s)	Textiles, Clothing, Leather and Footwear					
(C4)	Tender Authority:	City of Cape Town					
(C5)	Tenderer Entity name:						
(C6)	Tender Exchange Rate:	Pula		EU		GBP	
(C7)	Specified local content %	100%					

Note: VAT to be excluded from all calculations

Calculation of local content

Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
1.1	Arc Flash Protection Switching Suit Jacket, as specified, Size: X Small						
1.2	Arc Flash Protection Switching Suit Jacket, as specified, Size: Small						
1.3	Arc Flash Protection Switching Suit Jacket, as specified, Size: Medium						
1.4	Arc Flash Protection Switching Suit Jacket, as specified, Size: Large						
1.5	Arc Flash Protection Switching Suit Jacket, as specified, Size: X Large						
1.6	Arc Flash Protection Switching Suit Jacket, as specified, Size: 2X Large						

Tender summary

Anticipated Annual Tender Qty (m)	Total Tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

		Calculation of local content					
Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
1.7	Arc Flash Protection Switching Suit Jacket, as specified, Size: 3X Large						
1.8	Arc Flash Protection Switching Suit Jacket, as specified, Size: 4X Large						
1.9	Arc Flash Protection Switching Suit Jacket, as specified, Size: 5X Large						
1.1	Arc Flash Protection Switching Suit Jacket, as specified, Size: 6X Large						
1.11	Arc Flash Protection Switching Suit Jacket, as specified, Size: 7X Large						
1.12	Arc Flash Protection Switching Suit Jacket, as specified, Size: 8X Large						
1.13	Arc Flash Protection Switching Suit Jacket, as specified, Alterations: Short						
1.14	Arc Flash Protection Switching Suit Jacket, as specified, Alterations: Long						
1.15	Arc Flash Protection Switching Suit Jacket, as specified, Repairs: Minor						
1.16	Arc Flash Protection Switching Suit Jacket, as specified, Repairs: Major						
2.1	Arc Flash Protective Switching Suit Trouser, as specified, Size: X Small						
2.2	Arc Flash Protective Switching Suit Trouser, as specified, Size: Small						
2.3	Arc Flash Protective Switching Suit Trouser, as specified, Size: Medium						
2.4	Arc Flash Protective Switching Suit Trouser, as specified, Size: Large						

[illegible]

		Calculation of local content					
Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
2.5	Arc Flash Protective Switching Suit Trouser, as specified, Size: X Large						
2.6	Arc Flash Protective Switching Suit Trouser, as specified, Size: 2X Large						
2.7	Arc Flash Protective Switching Suit Trouser, as specified, Size: 3X Large						
2.8	Arc Flash Protective Switching Suit Trouser, as specified, Size: 4X Large						
2.9	Arc Flash Protective Switching Suit Trouser, as specified, Size: 5X Large						
2.1	Arc Flash Protective Switching Suit Trouser, as specified, Size: 6X Large						
2.11	Arc Flash Protective Switching Suit Trouser, as specified, Size: 7X Large						
2.12	Arc Flash Protective Switching Suit Trouser, as specified, Size: 8X Large						
2.13	Arc Flash Protective Switching Suit Trouser, as specified, Alterations: Short						
2.14	Arc Flash Protective Switching Suit Trouser, as specified, Alterations: Long						
2.15	Arc Flash Protective Switching Suit Trouser, as specified, Repairs: Minor						
2.16	Arc Flash Protective Switching Suit Trouser, as specified, Repairs: Major						

[illegible]

Calculation of local content							
Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
3.1	Arc Flash Protective Switching Suit Vented Hood, as specified, One size						
4.1	Arc Flash Protective Glove (per pair), as specified, Size 7						
4.2	Arc Flash Protective Glove (per pair), as specified, Size 8						
4.3	Arc Flash Protective Glove (per pair), as specified, Size 9						
4.4	Arc Flash Protective Glove (per pair), as specified, Size 10						
4.5	Arc Flash Protective Glove (per pair), as specified, Size 11						
5.1	Arc Flash & Burning Insulating Oil Protective Switching Suit Jacket, as specified, Size: X Small						
5.2	Arc Flash & Burning Insulating Oil Protective Switching Suit Jacket, as specified, Size: Small						
5.3	Arc Flash & Burning Insulating Oil Protective Switching Suit Jacket, as specified, Size: Medium						
5.4	Arc Flash & Burning Insulating Oil Protective Switching Suit Jacket, as specified, Size: Large						
5.5	Arc Flash & Burning Insulating Oil Protective Switching Suit Jacket, as specified, Size: X Large						
5.6	Arc Flash & Burning Insulating Oil Protective Switching Suit Jacket, as specified, Size: 2X Large						

Calculation of local content

Tender summary			
Anticipated Annual Tender Qty (m)	Total Tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

Tender summary

Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
5.7	Arc Flash & Burning Insulating Oil Protective Switching Suit Jacket, as specified, Size: 3X Large						
5.8	Arc Flash & Burning Insulating Oil Protective Switching Suit Jacket, as specified, Size: 4X Large						
5.9	Arc Flash & Burning Insulating Oil Protective Switching Suit Jacket, as specified, Size: 5X Large						
5.10	Arc Flash & Burning Insulating Oil Protective Switching Suit Jacket, as specified, Size: 6X Large						
5.11	Arc Flash & Burning Insulating Oil Protective Switching Suit Jacket, as specified, Size: 7X Large						
5.12	Arc Flash & Burning Insulating Oil Protective Switching Suit Jacket, as specified, Size: 8X Large						
5.13	Arc Flash & Burning Insulating Oil Protective Switching Suit Jacket, as specified, Alterations: Short						
5.14	Arc Flash & Burning Insulating Oil Protective Switching Suit Jacket, as specified, Alterations: Long						
5.15	Arc Flash & Burning Insulating Oil Protective Switching Suit Jacket, as specified, Repairs: Minor						
5.16	Arc Flash & Burning Insulating Oil Protective Switching Suit Jacket, as specified, Repairs: Major						
6.1	Arc Flash & Burning Insulating Oil Protective Switching Suit Trouser, as specified, Size: X Small						
6.2	Arc Flash & Burning Insulating Oil Protective Switching Suit Trouser, as specified, Size: Small						

[illegible]

Calculation of local content							
Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
6.3	Arc Flash & Burning Insulating Oil Protective Switching Suit Trouser, as specified, Size: Medium						
6.4	Arc Flash & Burning Insulating Oil Protective Switching Suit Trouser, as specified, Size: Large						
6.5	Arc Flash & Burning Insulating Oil Protective Switching Suit Trouser, as specified, Size: X Large						
6.6	Arc Flash & Burning Insulating Oil Protective Switching Suit Trouser, as specified, Size: 2X Large						
6.7	Arc Flash & Burning Insulating Oil Protective Switching Suit Trouser, as specified, Size: 3X Large						
6.8	Arc Flash & Burning Insulating Oil Protective Switching Suit Trouser, as specified, Size: 4X Large						
6.9	Arc Flash & Burning Insulating Oil Protective Switching Suit Trouser, as specified, Size: 5X Large						
6.10	Arc Flash & Burning Insulating Oil Protective Switching Suit Trouser, as specified, Size: 6X Large						
6.11	Arc Flash & Burning Insulating Oil Protective Switching Suit Trouser, as specified, Size: 7X Large						
6.12	Arc Flash & Burning Insulating Oil Protective Switching Suit Trouser, as specified, Size: 8X Large						
6.13	Arc Flash & Burning Insulating Oil Protective Switching Suit Trouser, as specified, Alterations: Short						
6.14	Arc Flash & Burning Insulating Oil Protective Switching Suit Trouser, as specified, Alterations: Long						

Tender summary			
Anticipated Annual Tender Qty (m)	Total Tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

		Calculation of local content					
Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
6.15	Arc Flash & Burning Insulating Oil Protective Switching Suit Trouser, as specified, Repairs: Minor						
6.16	Arc Flash & Burning Insulating Oil Protective Switching Suit Trouser, as specified, Repairs: Major						
7.1	Arc Flash & Burning Insulating Oil Protective Switching Suit Vented Hood, as specified, One size						
8.1	Arc Flash & Burning Insulating Oil Protective Mittens/Gloves (per pair) - 60 Cal/cm2, as specified, Size 7						
8.2	Arc Flash & Burning Insulating Oil Protective Mittens/Gloves (per pair) - 60 Cal/cm2, as specified, Size 8						
8.3	Arc Flash & Burning Insulating Oil Protective Mittens/Gloves (per pair) - 60 Cal/cm2, as specified, Size 9						
8.4	Arc Flash & Burning Insulating Oil Protective Mittens/Gloves (per pair) - 60 Cal/cm2, as specified, Size 10						
8.5	Arc Flash & Burning Insulating Oil Protective Mittens/Gloves (per pair) - 60 Cal/cm2, as specified, Size 11						
9.1	Protective Hold-All (BAG), as specified, One size						
10.1	Arc Protective Hood (balaclava) , as specified, One size						
11.1	Arc Protective Goggles, as specified, One size						

[illegible]

Calculation of local content							
Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
12.1	Vulcanized Rubber Safety Boot, as specified, Size 5						
12.2	Vulcanized Rubber Safety Boot, as specified, Size 6						
12.3	Vulcanized Rubber Safety Boot, as specified, Size 7						
12.4	Vulcanized Rubber Safety Boot, as specified, Size 8						
12.5	Vulcanized Rubber Safety Boot, as specified, Size 9						
12.6	Vulcanized Rubber Safety Boot, as specified, Size 10						
12.7	Vulcanized Rubber Safety Boot, as specified, Size 11						
12.8	Vulcanized Rubber Safety Boot, as specified, Size 12						
12.9	Vulcanized Rubber Safety Boot, as specified, Size 13						
12.10	Vulcanized Rubber Safety Boot, as specified, Size 14						
13.1	Arc Flash Protective Reflective Brace, as specified, One size						

Tender summary			
Anticipated Annual Tender Qty (m)	Total Tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

Calculation of local content							
Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

Tender summary			
Anticipated Annual Tender Qty (m)	Total Tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

(C20) Total tender value

R

(C21) Total Exempt imported content

R

(C22) Total tender value net of exempt imported content

R

(C23) Total Imported content

R

(C24) Total local content

R

(C25) Average local content % of tender

Signature of tenderer from Annex B

Date:

Schedule 11: Price Basis for Imported Resources

REFER SCHEDULE 8

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

NOT USED

Schedule 13: List of other documents attached by tenderer

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

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

Attach additional pages if more space is required.

TENDERER NAME _____ SIGNED ON BEHALF OF TENDERER _____

Schedule 14: Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

TENDERER NAME _____ SIGNED ON BEHALF OF TENDERER _____

Schedule 15: Information to be provided with the tender

The following information shall be provided with the Tender:

- a) Schedule 15 A: Schedule of Manufacturer Information
- b) Schedule 15 B: Schedule of Technical Data
- c) Schedule 15 C: Schedule of Manufacturer's Experience and Facilities
- d) Schedule 15 D: Details of Tenderer's Experience, Quality System (Quality Assurance Plan) and After Sales Facilities in South Africa
- e) Schedule 15 E: Departures from the Requirements of the Specification
- f) Schedule 15 F: OEM and Quality Certification (Proof to be attached)
- g) Schedule 15 G: Schedule of Type Tests or SABS certification
- h) Schedule 15 H: Drawing summary sheet
- i) The various returnable documents required for supporting information in the Returnable Schedules, all other specified Returnables as detailed in the "Particulars" section of the Technical Specification, as well as all other returnables requested throughout this tender document.

Use this as a PUNCHLIST / INDEX of required documentation requested that has to be attached with the details to be filled in on Schedule 13: List of other documents attached by tenderer.

Kindly provide the documentation and drawings (if in soft/electronic copy then at adequate resolution), clearly marked on each document (and in the titles of electronic files) with this Tender's Item Number(s) (unless it is a generally applicable document) that pertain to that attached document, to enable a proper understanding and context of these supporting documents.

- i. Brochures and information of Manufacturers to support Schedule 15 A & C
- ii. Brochures and Data sheets to support Schedule 15 B
- iii. OEM & Tenderer Quality Assurance documentation to support Schedule 15 D
- iv. OEM ISO certificates to support Schedule 15 F
- v. OEM Authorisation letters (OEM to Tenderer) or (OEM to Supplier & Supplier to Tenderer) to support Schedule 15 F
- vi. Type Test Certificates or SABS Certificates to support Schedule 15 G
Kindly provide the Schedules of Type Tests for the equipment offered in soft (electronic) copy (and at adequate resolution), clearly referencing the type test compliance as required in terms of the relevant specifications and then referencing on such document(s) to which item numbers in the tender it is applicable.
- vii. BBBEE Certificates or Affidavits
- viii. Tax PIN certificate
- ix. Quotations from OEM(s) or Supplier to Tenderer
Kindly provide a copy(s) of the original pricelist(s) upon which your tender is based (as referenced), noting that these must be signed, dated and on the supplier's letterhead, addressed to your company with the CCT tender number referenced, and clearly detailing a single price that is referenced to the relevant tender item number(s) as quoted for.
- x. Local Content Declarations or DTI Authorisation For Exemption to support Schedule 10:
A copy of the authorisation letter must be submitted together with this bid document.
- xi. COIDA letter of Good Standing or proof of Compensation Insurance
- xii. Proof of Public liability and other insurance required
- xiii. Proof of Company registration

TENDERER NAME _____ SIGNED ON BEHALF OF TENDERER _____

Schedule 15 A: Schedule of Manufacturer Information

(To be completed by Tenderer)

Item No.	Description	Manufacturer	Place of Manufacture	Place of Testing and Inspection	Garment / Item Name
1	Arc Flash Protection Switching Suit Jacket, as specified				
2	Arc Flash Protective Switching Suit Trouser, as specified				
3	Arc Flash Protective Switching Suit Vented Hood, as specified				
4	Arc Flash Protective Switching Suit Glove, as specified				
5	Arc Flash & Burning Insulating Oil Protective Switching Suit Jacket, as specified				
6	Arc Flash & Burning Insulating Oil Protective Switching Suit Trouser, as specified				
7	Arc Flash & Burning Insulating Oil Protective Switching Suit Vented Hood, as specified				

Item No.	Description	Manufacturer	Place of Manufacture	Place of Testing and Inspection	Garment / Item Name
8	Arc Flash & Burning Insulating Oil Protective Mittens/Gloves (per pair) as specified				
9	Protective Hold All (Bag)				
10	Arc Protective Hood (balaclava) , as specified				
11	Arc Protective Goggles, as specified				
12	Vulcanized Rubber Safety Boot, as specified				
13	Arc Flash Protective Reflective Brace, as specified				

TENDERER NAME _____ SIGNED ON BEHALF OF TENDERER _____

Schedule 15 B: Schedule of Technical Data

(To be completed by Tenderer)

No	Description	SPECIFIED	OFFERED	How many layers	Material of each layer (starting from outer layer)
1. ARC FLASH PROTECTIVE SWITCHING SUIT JACKET					
1.1	The (ATPV) shall be between	40 - 100 cal/cm2		---	---
1.2	The HAF shall be greater than	93%.		---	---
1.3	The Hazard Risk Category:	4		---	---
1.4	Design should integrate the following:		---	---	---
1.4.1		88cm Long Jacket that hangs loosely to below the waist			
1.4.2.		Robust heavy duty non-metallic zip to provide the mechanical closure		---	---
1.4.3		Flame resistant intermittent velcro front closure to cover the zip			
1.4.4		Knitted elastic cuffs,			
1.4.5		The sleeves and cuff of the jacket should be designed to go over the cuff of the gloves.		---	---
1.4.6		The neck collar should be upright, round and fully closed.			
1.5	Fabric should be:		---	---	---
1.5.1		Permanently flame resistant		---	---
1.5.2		thermally stable,		---	---
1.5.3		pre-shrunk		---	---
1.5.4		light weight,		---	---
1.5.5		excellent breathability,		---	---
1.5.6		excellent absorption of sweat and moisture.		---	---
1.6	The thread used in the stitching of the	Nomex thread		---	---
1.7	The size range should be from.	XS – 8XL		---	---
1.8	The colour preference is	Blue or Grey, The colour of all items 1 to 3 should be the same.		---	---
1.9	The labelling.	has to conform to the requirements of SANS 724		---	---
1.9.1	The labels, tags and stitching.	permanently fire resistant material		---	---
1.10	Compliance with the following standards:		---	---	---

No	Description	SPECIFIED	OFFERED	How many layers	Material of each layer (starting from outer layer)
		SANS 724		---	---
		NFPA 70E		---	---
		NFPA 2112		---	---
2. ARC FLASH PROTECTIVE SWITCHING SUIT TROUSER					
2.1	The (ATPV) shall be between	40 - 100 cal/cm2		---	---
2.2	The HAF shall be greater than	93%.		---	---
2.3	The Hazard Risk Category:	4		---	---
2.4	Design should integrate the following:		---	---	---
2.4.1		Bib and brace styled trouser			
2.4.2.		Adjustable gussets at ankles and on both hips around the waist, with the Velcro tab closures to enable putting it on then adjusting for secure fitment.			
2.4.3		Flame resistant intermittent velcro tab closure			
2.4.4		Elasticated, permanently flame resistant braces			
2.4.5		non-metal adjustable flame resistant quick release closure components for the braces			
2.5	Fabric should be:				
2.5.1		Permanently flame resistant			
2.5.2		thermally stable,			
2.5.3		pre-shrunk			
2.5.4		light weight,			
2.5.5		excellent breathability,			
2.5.6		excellent absorption of sweat and moisture.			
2.6	The thread used in the stitching of the	Nomex thread			
2.7	The size range should be from.	XS – 8XL			
2.8	The colour preference is	Blue or Grey, The colour of all items 1 to 3 should be the same.			
2.9	The labelling.	has to conform to the requirements of SANS 724			
2.9.1	The labels, tags and stitching.	permanently fire resistant material			
2.10	Compliance with the following standards:		---	---	---
		SANS 724		---	---
		NFPA 70E		---	---

No	Description	SPECIFIED	OFFERED	How many layers	Material of each layer (starting from outer layer)
		EN 340		---	---
		IEC 61482-2		---	---
		NFPA 2112		---	---
		OEKO TEX STD100		---	---
3. ARC FLASH PROTECTIVE SWITCHING SUIT VENTED HOOD					
3.1	The (ATPV) shall be between	40 - 100 cal/cm2		---	---
3.2	The HAF shall be greater than	93%.		---	---
3.3	The Hazard Risk Category:	4		---	---
3.4	Design should integrate the following:		---	---	---
3.4.1		Multi Layered fabric construction			
3.4.2		One piece shaped ventilated hood that fits snugly over head and shoulders.		---	---
3.4.3		Dielectric hard Hat, Moulded from 100% virgin HDPE Class E, Type 1 to 20kV.		---	---
3.4.4		Flame Resistant Chinstrap with adjustable non-metallic flame resistant quick release mechanism		---	---
3.4.5		lightweight, slotted Linear Low Density Polyethylene system/liner with Suspension.		---	---
3.4.6		Impact Resistant Visor 36cm wide by 17cm , 7.5cm from the face.		---	---
3.4.7		Green Tinted, replaceable anti fog visor with a minimum of 55% VLT (Visible Light Transmittance).		---	---
3.5	Battery driven fan, for the supply of fresh air into the hood delivering a minimum flow rate of 80 CFM (cubic feet per minute)	YES		---	---
3.5.1	Provide the battery details (Technology / Type, Voltage, Amp.hour capacity	---		---	---
3.5.2	Is the battery single use or rechargeable.	rechargeable		---	---

No	Description	SPECIFIED	OFFERED	How many layers	Material of each layer (starting from outer layer)
3.5.3	If battery is rechargeable is a suitable charger supplied?	YES		---	---
3.5.4	FAN CFM (cubic feet per minute)	80		---	---
3.6	The Fabric should be:		---	---	---
3.6.1		Permanently flame resistant		---	---
3.6.2		thermally stable,		---	---
3.6.3		pre-shrunk		---	---
3.6.4		light weight,		---	---
3.6.5		excellent breathability,		---	---
3.6.6		excellent absorption of sweat and moisture.		---	---
3.7	The thread used in the stitching of the	Nomex thread		---	---
3.8	The size range should be	One size, adjustable to fit all		---	---
3.9	The colour preference is	Blue or Grey, The colour of all items 1 to 3 should be the same.		---	---
3.10	The labelling.	to conform to the requirements of SANS 724		---	---
3.10.1	The labels, tags and stitching.	permanently fire resistant material			
3.11	Compliance with the following standards:		---	---	---
		SANS 724		---	---
		NFPA 70E		---	---
		IEC 61482-2		---	---
		NFPA 2112		---	---
		OEKO TEX STD100		---	---
3.11.1	Hood & Lens:		---	---	---
		ANSI Z87:1		---	---
		EN 168		---	---
3.11.2	Hoods tests and compliance		---	---	---
		IEC 61482-2		---	---
3.11.3	Eye protection compliance	ANSI Z87:1	---	---	---
3.11.4	Face protection compliance	ASTM F2178	---	---	---

No	Description	SPECIFIED	OFFERED	How many layers	Material of each layer (starting from outer layer)
4 ARC FLASH PROTECTIVE GLOVE					
4.1	The (ATPV) shall be between	40 - 100 cal/cm2		---	---
4.2	The HAF shall be greater than	95%.		---	---
4.3	The Hazard Risk Category:	4		---	---
4.4	Design should integrate the following:		---	---	---
4.4.1		Multi Layered fabric construction			
4.4.2		Glove with 4 fingers and thumb			
4.4.3		Long cuff that can fit into sleeves of jacket			
4.5	Fabric should be:		---	---	---
4.5.1		Permanently flame resistant		---	---
4.5.2		Electrically non-conductive		---	---
4.5.3		thermally stable,		---	---
4.5.4		pre-shrunk		---	---
4.5.5		light weight,		---	---
4.5.6		has excellent breathability,		---	---
4.5.7		has excellent absorption of sweat and moisture.		---	---
4.5.8		Flexible and comfortable to wear		---	---
4.6	The thread used in the stitching of the	Nomex thread with sealed seam		---	---
4.7	The size range should be from.	8, 9, 10, 11		---	---
4.8	The colour preference is	high visibility colour		---	---
4.9	The labelling.	has to conform to the requirements of SANS 724		---	---
4.9.1	The labels, tags and stitching.	permanently fire resistant material		---	---
4.10	Compliance with the following standards:		---	---	---
		SANS 724		---	---
		NFPA 70E		---	---
		EN 340		---	---
		IEC 61482-2		---	---
		NFPA 2112		---	---
		OEKO TEX STD 100		---	---

No	Description	SPECIFIED	OFFERED	How many layers	Material of each layer (starting from outer layer)
5. ARC FLASH & BURNING INSULATING OIL PROTECTIVE JACKET					
5.1	The (ATPV) shall be between	40 – 100 cal/cm2		---	---
5.2	The HAF shall be greater than	95%.		---	---
5.3	The Hazard Risk Category:	4		---	---
5.4	Design should integrate the following:		---	---	---
5.4.1		88cm Long Jacket that hangs loosely to below the waist			
5.4.2		Robust heavy duty non-metallic zip to provide the mechanical closure		---	---
5.4.3		Flame resistant intermittent velcro front closure to cover the zip			
5.4.4		Knitted elastic cuffs.			
5.4.5		The sleeves and cuff of the jacket should be designed to go over the cuff of the mittens or gloves.		---	---
5.4.6		The neck collar should be upright, round and fully closed.			
5.5	Fabric should be:				
5.5.1		Permanently flame resistant			
5.5.2		Hot insulating oil resistant or repellent			
5.5.3		Electrically non-conductive		---	---
5.5.4		thermally stable,		---	---
5.5.5		pre-shrunk		---	---
5.5.6		light weight,		---	---
5.5.7		has excellent breathability,		---	---
5.5.8		has excellent absorption of sweat and moisture.		---	---
5.5.9		Flexible and comfortable to wear		---	---
5.6	The thread used in the stitching of the	Nomex thread with sealed seam		---	---
5.7	The size range should be from.	XS – 8XL		---	---
5.8	The colour preference is	high visibility colour like orange, and all the items 6 to 8 has to be the same colour		---	---
5.9	The labelling.	has to conform to the requirements of SANS 724		---	---
5.9.1	The labels, tags and stitching.	permanently fire resistant material		---	---
5.10	Compliance with the following standards:		---	---	---
		SANS 724		---	---
		NFPA 70E		---	---
		EN 340		---	---
		IEC 61482-2		---	---
		NFPA 2112		---	---

No	Description	SPECIFIED	OFFERED	How many layers	Material of each layer (starting from outer layer)
		NRS 109		---	---
5.10.1	The burning insulating oil test standard that has to be complied with is:			---	---
		The hot oil shall flow off the garment and a minimum residue of oil left on suit shall burn off.		---	---
		There should be no breakthrough on the suit after burn.		---	---
		The thermal load on the skin (Mannequin) shall not be greater than 45 degrees Celsius.		---	---
	CERTIFICATION OF COMPLIANCE TO THIS REQUIREMENT IN ACCORDANCE WITH NRS 109 WILL BE REQUIRED AT TENDER SUBMISSION.				
6. ARC FLASH & BURNING INSULATING OIL PROTECTIVE TROUSER					
6.1	The (ATPV) shall be between	40 – 100 cal/cm2		---	---
6.2	The HAF shall be greater than	95%.		---	---
6.3	The Hazard Risk Category:	4		---	---
6.4	Design should integrate the following:		---	---	---
6.4.1		Bib and brace styled trouser			
6.4.2		Adjustable gussets at ankles, and on both hips around the waist, with the Velcro tab closures to enable putting it on then adjusting for secure fitment .			
6.4.3		Flame resistant intermittent velcro tab closure			
6.4.4		Elasticated, permanently flame resistant braces			
6.4.5		non-metal adjustable flame resistant quick release closure components for the braces		-	-
6.5	Fabric should be:		---	---	---
6.5.1		Permanently flame resistant		---	---
6.5.2		Hot insulating oil resistant or repellent		---	---
6.5.3		Electrically non-conductive		---	---
6.5.4		thermally stable,		---	---
6.5.5		pre-shrunk		---	---
6.5.6		light weight,		---	---
6.5.7		has excellent breathability,		---	---

No	Description	SPECIFIED	OFFERED	How many layers	Material of each layer (starting from outer layer)
6.5.8		has excellent absorption of sweat and moisture.		---	---
6.5.9		Flexible and comfortable to wear		---	---
6.6	The thread used in the stitching of the	Nomex thread with sealed seam		---	---
6.7	The size range should be from.	XS – 8XL		---	---
6.8	The colour preference is	high visibility colour like orange, and all the items 6 to 8 has to be the same colour		---	---
6.9	The labelling.	has to conform to the requirements of SANS 724		---	---
6.9.1	The labels, tags and stitching.	permanently fire resistant material		---	---
6.10	Compliance with the following standards:	SANS 724		---	---
		NFPA 70E		---	---
		EN 340		---	---
		IEC 61482-2		---	---
		NFPA 2112		---	---
		OEKO TEX STD 100		---	---
		NRS 109		---	---
6.10.1	The burning insulating oil test standard that has to be complied with is:			---	---
		The hot oil shall flow off the garment and a minimum residue of oil left on suit shall burn off.		---	---
		There should be no breakthrough on the suit after burn.		---	---
		The thermal load on the skin (Mannequin) shall not be greater than 45 degrees Celsius.		---	---

CERTIFICATION OF COMPLIANCE TO THIS REQUIREMENT IN ACCORDANCE WITH NRS 109 WILL BE REQUIRED AT TENDER SUBMISSION.

7. ARC FLASH & BURNING INSULATING OIL PROTECTIVE VENTED HOOD					
7.1	The (ATPV) shall be between	40 – 100 cal/cm2		---	---
7.2	The HAF shall be greater than	95%.		---	---
7.3	The Hazard Risk Category:	4		---	---
7.4	Design should integrate the following:		---	---	---
7.4.1		Multi Layered fabric construction			
7.4.2		One piece shaped ventilated hood that fits snugly over head and shoulders.		---	---
7.4.3		Dielectric hard Hat, Moulded from 100% virgin HDPE Class E, Type 1 to 20kV.		---	---
7.4.4		Flame Resistant Chinstrap with adjustable non-metallic flame resistant quick release mechanism		---	---

No	Description	SPECIFIED	OFFERED	How many layers	Material of each layer (starting from outer layer)
7.4.5		Lightweight, slotted Linear Low Density		---	---
7.4.6		Impact Resistant Visor 36cm wide by 17cm , 7,5cm		---	---
7.4.7		Green Tinted, replaceable anti fog visor with a minimum of 55% VLT(Visible Light Transmittance).		---	---
7.5	Battery driven fan, for the supply of fresh air into the hood delivering a minimum flow rate of 80 CFM (cubic feet per minute)	YES		---	---
7.5.1	Provide the battery details (Technology / Type, Voltage, Amp/hour capacity	---		---	---
7.5.2	Is the battery single use or rechargeable.	rechargeable		---	---
7.5.3	If battery is rechargeable is a suitable charger supplied?	YES		---	---
7.5.4	FAN CFM (cubic feet per minute)	80		---	---
7.6	Fabric should be:		---	---	---
7.6.1		Permanently flame resistant		---	---
7.6.2		Hot insulating oil resistant or repellent		---	---
7.6.3		Electrically non-conductive		---	---
7.6.4		thermally stable,		---	---
7.6.5		pre-shrunk		---	---
7.6.6		light weight,		---	---
7.6.7		has excellent breathability,		---	---
7.6.8		has excellent absorption of sweat and moisture.		---	---
7.6.9		Flexible and comfortable to wear		---	---
7.7	The thread used in the stitching of the	Nomex thread with sealed seam		---	---
7.8	The size range should be from.	One size, adjustable to fit all		---	---
7.9	The colour preference is	high visibility colour like orange, and all the items 6 to 8 has to be the same colour		---	---
7.10	The labelling.	has to conform to the requirements of SANS 724		---	---
7.10.1	The labels, tags and stitching.	permanently fire resistant material		---	---
7.11	Compliance with the following standards:		---	---	---
		SANS 724		---	---
		NFPA 70E		---	---
		EN 340		---	---
		IEC 61482-2		---	---
		NFPA 2112		---	---
		OEKO TEX STD 100		---	---
		NRS 109		---	---

No	Description	SPECIFIED	OFFERED	How many layers	Material of each layer (starting from outer layer)
7.11.1	The burning insulating oil test standard that has to be complied with is:			---	---
		The hot oil shall flow off the garment and a minimum residue of oil left on suit shall burn off.		---	---
		There should be no breakthrough on the suit after burn.		---	---
		The thermal load on the skin (Mannequin) shall not be greater than 45 degrees Celsius.		---	---
	CERTIFICATION OF COMPLIANCE TO THIS REQUIREMENT IN ACCORDANCE WITH NRS 109 WILL BE REQUIRED AT TENDER SUBMISSION.				
7.11.2	Hood & Lens:		---	---	---
		ANSI Z87:1		---	---
		EN 168		---	---
		NRS 109		---	---
7.11.3	Hoods tests and compliance		---	---	---
		IEC 61482-2		---	---
7.11.4	Eye protection compliance		---	---	---
		EN 166		---	---
7.11.5	Face protection compliance		---	---	---
		ANSI Z87:1		---	---
8 ARC FLASH & BURNING INSULATING OIL PROTECTIVE MITTEN/GLOVE					
8.1	The (ATPV) shall be between	40 - 100 cal/cm ²		---	---
8.2	The HAF shall be greater than	95%.		---	---
8.3	The Hazard Risk Category:	4		---	---
8.4	Design should integrate the following:		---	---	---
8.4.1		Multi Layered fabric construction			
8.4.2		Mitten or Glove			
8.4.3		Long cuff that can fit into sleeves of jacket so that oil cannot be captured in any recess.			
8.5	Fabric should be:		---	---	---
8.5.1		Permanently flame resistant		---	---
8.5.2		Hot insulating oil resistant or repellent		---	---
8.5.3		Electrically non-conductive		---	---
8.5.4		thermally stable,		---	---
8.5.5		pre-shrunk		---	---

No	Description	SPECIFIED	OFFERED	How many layers	Material of each layer (starting from outer layer)
8.5.6		light weight,		---	---
8.5.7		has excellent breathability,		---	---
8.5.8		has excellent absorption of sweat and moisture.		---	---
8.5.9		Flexible and comfortable to wear		---	---
8.6	The thread used in the stitching of the	Nomex thread with sealed seam		---	---
8.7	The size range should be from.	8, 9, 10, 11		---	---
8.8	The colour preference is	high visibility colour		---	---
8.9	The labelling.	has to conform to the requirements of SANS 724		---	---
8.9.1	The labels, tags and stitching.	permanently fire resistant material		---	---
8.10	Compliance with the following standards:		---	---	---
		SANS 724		---	---
		NFPA 70E		---	---
		EN 340		---	---
		IEC 61482-2		---	---
		NFPA 2112		---	---
		OEKO TEX STD 100		---	---
		NRS 109		---	---
8.10.1	The burning insulating oil test standard that has to be complied with is:			---	---
		The hot oil shall flow off the garment and a minimum residue of oil left on suit shall burn off.		---	---
		There should be no breakthrough on the suit after burn.		---	---
		The thermal load on the skin (Mannequin) shall not be greater than 45 degrees Celsius.		---	---
	CERTIFICATION OF COMPLIANCE TO THIS REQUIREMENT IN ACCORDANCE WITH NRS 109 WILL BE REQUIRED AT TENDER SUBMISSION.				

No	Description	SPECIFIED	OFFERED	How many layers	Material of each layer (starting from outer layer)
9 PROTECTIVE HOLD-ALL (BAG)					
9.1	The Hazard Assessment is for	protection of issued workwear of electrical workers		---	---
9.2	The application is	to carry and store Arc Protective Work wear		---	---
9.3	Design should integrate the following:			---	---
9.3.1		100cm dual opening minimum		---	---
9.3.2		heavy duty chunky Zip,		---	---
9.3.3		2 x 15mm webbing handles.		---	---
9.3.4		Piping Cord		---	---
9.4	The fabric should be	At least 400 Denier Canvas or equivalent		---	---
9.5	The size should	Minimum 70l but sized for a complete set from items 1, 2, 3 or 4 and 5 or items 6 to 8 and 9 or 10 to be accommodated comfortably in the bag, without damage to any of the items, especially the visor of the hood.		---	---
9.6	The colour preference	black or blue		---	---
9.7	Cleaning	handwashed with water and mild detergent		---	---
9.8	The labelling.	has to conform to the requirements of SANS 724		---	---
9.8.1	Internal label.	with a blank area for the name of the user		---	---
10 ARC PROTECTIVE HOOD (BALACLAVA)					
10.1	The (ATPV) shall be between	24 - 39 cal/cm2		---	---
10.2	The HAF shall be greater than	80%.		---	---
10.3	The Hazard Risk Category:	3		---	---
10.4	Design should integrate the following:		---	---	---
10.4.1		a full face and cape to cover neck			
10.4.2		Multi Layered fabric construction and protection on both head and bib			
10.4.3		The fabric and seam strength shall comply with all burst tests.			
10.5	Fabric should be:		---	---	---
10.5.1		Permanently flame resistant		---	---
10.5.2		thermally stable,		---	---
10.5.3		pre-shrunk		---	---
10.5.4		Rib knit		---	---
10.5.5		Flexible and comfortable to wear		---	---
10.6	The thread used in the stitching of the	Nomex thread		---	---

No	Description	SPECIFIED	OFFERED	How many layers	Material of each layer (starting from outer layer)
10.7	The size range should be from.	one size to fit all		---	---
10.8	The colour preference is	Blue,		---	---
10.9	The labelling.	has to conform to the requirements of SANS 724		---	---
10.9.1	The labels, tags and stitching.	permanently fire resistant material		---	---
10.10	Compliance with the following standards:		---	---	---
		SANS 724		---	---
		NFPA 70E		---	---
		EN 340		---	---
		IEC 61482-2		---	---
		NFPA 2112		---	---
		OEKO TEX STD100		---	---
11 ARC PROTECTIVE GOGGLE (MEDIUM ENERGY)					
11.1	The (ATPV) shall be greater than	38 cal/cm2		---	---
11.2	The HAF shall be greater than	85%.		---	---
11.3	The Hazard Risk Category:	3		---	---
11.4	Design should integrate the following:		---	---	---
11.4.1		A protective goggle designed to specifically address the requirements of arc flash protection			
11.4.2		Weight of about 205gms.			
11.4.3		Lens: Optically correct.			
11.4.4		Outer layer of lens – hard coated polycarbonate lens			
11.4.5		Inner layer of lens – anti-fog propionate lens			
11.4.6		Strap of Silicone, that is easily adjustable with mittens			
11.4.7		Frame of Silicone, that fits over most prescription safety spectacles.			
11.4.8		bezel designed outer with protective nose shield.			
11.5	Material should:				
11.5.1		Permanently flame resistant			
11.5.2		thermally stable			
11.5.3		Flexible and comfortable to wear			
11.6	The size.	one size to fit all, being universally adjustable			
11.7	The labelling.	has to conform to the requirements of SANS 724		---	---
11.8	Compliance with the following standards:		---	---	---

No	Description	SPECIFIED	OFFERED	How many layers	Material of each layer (starting from outer layer)
		SANS 724		---	---
		NFPA 70E		---	---
		IEC 61482-2		---	---
		NFPA 2112		---	---
		OEKO TEX STD100		---	---
11.8.1	Lens:		---	---	---
		ANSI Z87:1		---	---
		EN 168		---	---
11.8.2	Eye protection compliance		---	---	---
		EN 166		---	---
12 VULCANISED RUBBER SAFETY BOOT (GUMBOOT)					
12.1	Design should integrate the following:		---	---	---
12.1.1		Vulcanised rubber knee high safety boot with a toe-cap			
12.1.2		Class 0 hazard risk category,		---	---
12.1.3		Electric Shock Resistant to 18kV		---	---
12.1.4		Anti-Slip.		---	---
12.1.5		Heat and Oil Resistant.		---	---
12.1.6		Ozone and UV Resistant upper.		---	---
12.1.7		PE lining with lock foot feature for climbing ladders and poles.		---	---
12.1.8		Sole and upper resistant towards mild acids and alkalis.		---	---
12.2	The materials		---	---	---
12.2.1		Vulcanized waterproof reinforced dielectric rubber		---	---
12.2.2		Selected PE polyester for electrical insulation		---	---
12.2.3		Toe Cap with non-corrosive coating material		---	---
12.2.4		Double ribbed ladder shank		---	---
12.2.5		Hypalon or equivalent lacquer coating for weather protection		---	---
12.3	The size range should be from.	5 to 14 (UK)		---	---
12.4	The colour preference is	High visibility with orange or green contrast.		---	---
12.5	Compliance with the following standards:		---	---	---
		SANS 724		---	---
		NFPA 70E		---	---
		EN 340		---	---

No	Description	SPECIFIED	OFFERED	How many layers	Material of each layer (starting from outer layer)
		IEC 61482-2		---	---
		NFPA 2112		---	---
		OEKO TEX STD100		---	---
		SANS 20345		---	---
		EN 50321		---	---
		CE 0321		---	---
13 ARC FLASH PROTECTIVE REFLECTIVE BRACE (BIB)					
13.1	The (ATPV) shall be greater than	12 cal/cm2		---	---
13.2	The HAF shall be greater than	80%.		---	---
13.3	The Hazard Risk Category:	2		---	---
13.4	Design should integrate the following:		---	---	---
13.4.1		Adjustable Brace with Flame Resistant Reflective Tape			
13.4.2		Reflective Tape: Flame Resistant, high visibility colour like Lime and Silver, 50mm wide		---	---
13.4.3		adjustable Fasteners: Hook-&-Loop, Black, 50mm.		---	---
13.5	Fabric should be:		---	---	---
13.5.1		Permanently Flame Resistant		---	---
13.5.2		thermally stable		---	---
13.5.3		pre-shrunk		---	---
13.6	The thread used in the stitching of the	Nomex thread		---	---
13.7	The size range should be from.	One size, adjustable to fit all		---	---
13.8	The colour preference is	high visibility colour like orange or lime,		---	---
13.9	The labelling.	has to conform to the requirements of SANS 724		---	---
13.9.1	The labels, tags and stitching.	permanently fire resistant material		---	---
13.10	Compliance with the following standards:		---	---	---
		SANS 724		---	---
		NFPA 70E		---	---
		EN 340		---	---
		IEC 61482-2		---	---
		NFPA 2112		---	---
		OEKO TEX STD100		---	---

TENDERER NAME _____ SIGNED ON BEHALF OF TENDERER _____

Schedule 15 C: Schedule of Manufacturer's Experience and Facilities

The tenderer shall insert in the spaces provided below a list of completed contracts for equivalent units awarded to the Manufacturer and those currently being undertaken.

EMPLOYER (NAME, TEL No. AND FAX No.)	CONSULTING ENGINEER (NAME, TEL No. AND FAX No.)	DESCRIPTION OF EQUIPMENT SUPPLIED	VALUE OF WORK R(m)	COMPLETION DATE
COMPLETED CONTRACTS				
CURRENT CONTRACTS				

Manufacturing Facilities:

Address of Factory

.....

Factory total floor area (m²)

Current Factory Monthly Manufacturing Capacity (units)

Planned Factory Monthly Manufacturing Capacity for this Contract (units)

Number of sheets, appended by the Tenderer to this Schedule (If nil, enter NIL).

TENDERER NAME _____ SIGNED ON BEHALF OF TENDERER _____

Schedule 15 D: DETAILS OF TENDERER'S EXPERIENCE, QUALITY SYSTEM AND AFTER SALES FACILITIES IN SOUTH AFRICA

(To be completed by Tenderer)

1	Name of Tenderer or Agent to support the offered equipment:	
2	Address	
3	Telephone Number and Area Code	
4	Telefax Number and Area Code	
5	Years established	
6	Number of permanent resident technicians	
7	Does repair or workshop facilities exist Location of these facilities	
8	Are spare parts available in Republic	
9	Has a QA system for the support facility has been approved in terms of SANS 9001? If yes, state registration No. , and date that registration expires.	
10	Is a detailed Quality Assurance Plan attached that details the programme of quality control and inspection activities during manufacture, prior to delivery, on completion and installation, the equipment and works to ensure compliance with the requirements of the specification and tendered delivery times?	
11	Is a company organogram attached that details the positions of the Quality Assurance Department, the Project Manager for this Tender and the key Technical personnel with their qualifications and years of post-qualification experience relevant to this particular project listed?	
12	Other relevant details	

TENDERER NAME _____

SIGNED ON BEHALF OF TENDERER _____

**Schedule 15 E: Departures from the Requirements of the Specification
(To be completed by Tenderer)**

Clause	Departures from the requirements of this Specification with details of alternative proposals

Note: If the above is insufficient the Tenderer shall complete the Schedule by affixing completed numbered copies of Schedule 15 E.

TENDERER NAME _____ SIGNED ON BEHALF OF TENDERER _____

**Schedule 15 F: OEM and Quality Certification
(To be completed by Tenderer)**

OEM Certification as authorised distributors or resellers. (Tenderers shall be an authorised distributor with the Original Equipment Manufacturer supported with a Letter/Certificate from OEM to authorise to distribute or resell their product. Is Proof Attached?	Yes/No
	<u>Document name, number or reference:</u>

OEM Certification to support supplied equipment. (Proven in form of a Letter/Certificate from OEM to authorise supplier to Support product.) Is Proof Attached?	Yes/No
	<u>Document name, number or reference:</u>

QUALITY ASSURANCE CERTIFICATION OF MANUFACTURER

ISO 9001 or equivalent Quality Assurance Certification of MANUFACTURER of products Is Proof Attached?	Yes/No
	<u>Document name, number or reference:</u>

If the Alteration and Repair Facility offered by the Tenderer is not the OEM, THEN:
OEM QUALITY ASSURANCE OF ALTERATION AND REPAIR FACILITY

OEM assurance in writing that the Alteration and Repair Facility offered by the Tenderer is authorised and that the OEM supports that the quality process that will be followed for alterations and repairs are compliant with the standards of the original garment / equipment and does not compromise the OEM guarantee. Is Proof Attached?	Yes/No
	<u>Document name, number or reference:</u>

TENDERER NAME _____ SIGNED ON BEHALF OF TENDERER _____

Schedule 15 G: Schedule of Type Tests or SABS certification

	OFFICIAL Garment name / material name	Test	Report No. / Date	Test Facility	Which Standards etc. are tested to in this test	Comments: In summary, to what levels does the offered equipment comply with	Report attached YES / NO
1. ARC FLASH PROTECTIVE SWITCHING SUIT JACKET							
1.1	Jacket:	Complete Garment Compliance: (inc: ATPV cal/cm2:& HAF)					
1.2	Materials of Jacket:						
	Layer 1 (outside layer) of __:	Material Test					
	Layer 2 of __:	Material Test					
	Layer 3 of __:	Material Test					
	Layer 4 of __:	Material Test					
	Layer 5 of __:	Material Test					
1.3	The Thread:	Material Test					
1.4	Materials of cuff of Jacket:						
	Layer 1 (outside layer) of __:	Material Test					
	Layer 2 of __:	Material Test					
	Layer 3 of __:	Material Test					
	Layer 4 of __:	Material Test					
	Layer 5 of __:	Material Test					

	OFFICIAL Garment name / material name	Test	Report No. / Date	Test Facility	Which Standards etc. are tested to in this test	Comments: In summary, to what levels does the offered equipment comply with	Report attached YES / NO
1.5	Materials of Zip cover:						
	Layer 1 (outside layer) of __:	Material Test					
	Layer 2 of __:	Material Test					
	Layer 3 of __:	Material Test					
	Layer 4 of __:	Material Test					
	Layer 5 of __:	Material Test					
1.6	Material of labels:	Material Test					
2. ARC FLASH PROTECTIVE SWITCHING SUIT TROUSER							
2.1	Trouser:	Complete Garment Compliance: (inc: ATPV cal/cm2:& HAF)					
2.2	Materials of Trouser:						
	Layer 1 (outside layer) of __:	Material Test					
	Layer 2 of __:	Material Test					
	Layer 3 of __:	Material Test					
	Layer 4 of __:	Material Test					
	Layer 5 of __:	Material Test					
2.3	The Thread:	Material Test					
2.4	Materials of gusset:						

	OFFICIAL Garment name / material name	Test	Report No. / Date	Test Facility	Which Standards etc. are tested to in this test	Comments: In summary, to what levels does the offered equipment comply with	Report attached YES / NO
	Layer 1 (outside layer) of __:	Material Test					
	Layer 2 of __:	Material Test					
	Layer 3 of __:	Material Test					
	Layer 4 of __:	Material Test					
	Layer 5 of __:	Material Test					
2.5	Materials of braces:						
	Layer 1 (outside layer) of __:	Material Test					
	Layer 2 of __:	Material Test					
2.6	Material of labels:	Material Test					
3. ARC FLASH PROTECTIVE SWITCHING SUIT VENTED HOOD							
3.1	Complete Hood:	Complete Garment Compliance: (incl: ATPV cal/cm2:& HAF)					
3.2	Materials of Hood:						
	Layer 1 (outside layer) of __:	Material Test					
	Layer 2 of __:	Material Test					
	Layer 3 of __:	Material Test					
	Layer 4 of __:	Material Test					
	Layer 5 of __:	Material Test					

	OFFICIAL Garment name / material name	Test	Report No. / Date	Test Facility	Which Standards etc. are tested to in this test	Comments: In summary, to what levels does the offered equipment comply with	Report attached YES / NO
3.3	The Thread:	Material Test					
3.4	Material of hard hat,	Hard Hat Test					
3.5	Materials of Visor:						
	Layer 1 (outside layer) of __:	Test					
	Layer 2 of __:	Test					
	Layer 3 of __:	Test					
3.6	Fresh air fan :	Test minimum flow rate of 80 CFM (cubic feet per minute)					
3.7	Material of labels:	Material Test					
4. ARC FLASH PROTECTIVE GLOVE							
4.1	Mitten:	Complete Garment Compliance: (inc: ATPV cal/cm2:& HAF)					
4.2	Materials of Glove:						
	Layer 1 (outside layer) of __:	Material Test					
	Layer 2 of __:	Material Test					
	Layer 3 of __:	Material Test					
	Layer 4 of __:	Material Test					
4.3	The Thread:	Material Test					
4.4	Material of labels:	Material Test					

	OFFICIAL Garment name / material name	Test	Report No. / Date	Test Facility	Which Standards etc. are tested to in this test	Comments: In summary, to what levels does the offered equipment comply with	Report attached YES / NO
5. ARC FLASH & BURNING INSULATING OIL PROTECTIVE JACKET							
5.1	Jacket:	Complete Garment Compliance: (incl: ATPV cal/cm2:& HAF)					
5.2	Materials of Jacket:						
	Layer 1 (outside layer) of __:	Material Test					
	Layer 2 of __:	Material Test					
	Layer 3 of __:	Material Test					
	Layer 4 of __:	Material Test					
	Layer 5 of __:	Material Test					
5.3	The Thread:	Material Test					
5.4	Materials of cuff of Jacket:						
	Layer 1 (outside layer) of __:	Material Test					
	Layer 2 of __:	Material Test					
	Layer 3 of __:	Material Test					
	Layer 4 of __:	Material Test					
	Layer 5 of __:	Material Test					
5.5	Materials of Zip cover:						
	Layer 1 (outside layer) of __:	Material Test					
	Layer 2 of __:	Material Test					
	Layer 3 of __:	Material Test					

	OFFICIAL Garment name / material name	Test	Report No. / Date	Test Facility	Which Standards etc. are tested to in this test	Comments: In summary, to what levels does the offered equipment comply with	Report attached YES / NO
	Layer 4 of ____:	Material Test					
	Layer 5 of ____:	Material Test					
5.6	Material of labels:	Material Test					
6. ARC FLASH & BURNING INSULATING OIL PROTECTIVE TROUSER							
6.1	Trouser:	Complete Garment Compliance: (inc: ATPV cal/cm2:& HAF)					
6.2	Materials of Trouser:						
	Layer 1 (outside layer) of __:	Material Test					
	Layer 2 of ____:	Material Test					
	Layer 3 of ____:	Material Test					
	Layer 4 of ____:	Material Test					
	Layer 5 of ____:	Material Test					
6.3	The Thread:	Material Test					

	OFFICIAL Garment name / material name	Test	Report No. / Date	Test Facility	Which Standards etc. are tested to in this test	Comments: In summary, to what levels does the offered equipment comply with	Report attached YES / NO
6.4	Materials of gusset:						
	Layer 1 (outside layer) of __:	Material Test					
	Layer 2 of __:	Material Test					
	Layer 3 of __:	Material Test					
	Layer 4 of __:	Material Test					
	Layer 5 of __:	Material Test					
6.5	Materials of braces:						
	Layer 1 (outside layer) of __:	Material Test					
	Layer 2 of __:	Material Test					
6.6	Material of labels:	Material Test					
7. ARC FLASH & BURNING INSULATING OIL PROTECTIVE VENTED HOOD							
7.1	Complete Hood:	Complete Garment Compliance: (inc: ATPV cal/cm2:& HAF)					
7.2	Materials of Hood:						
	Layer 1 (outside layer) of __:	Material Test					
	Layer 2 of __:	Material Test					
	Layer 3 of __:	Material Test					
	Layer 4 of __:	Material Test					
	Layer 5 of __:	Material Test					

	OFFICIAL Garment name / material name	Test	Report No. / Date	Test Facility	Which Standards etc. are tested to in this test	Comments: In summary, to what levels does the offered equipment comply with	Report attached YES / NO
7.3	The Thread:	Material Test					
7.4	Material of Flame Resistant Chinstrap:						
7.5	Material of hard hat,	Hard Hat Test					
7.6	Materials of Visor:						
	Layer 1 (outside layer) of __:	Test					
	Layer 2 of __:	Test					
	Layer 3 of __:	Test					
7.7	Fresh air fan :	Test minimum flow rate of 80 CFM (cubic feet per minute)					
7.8	Material of labels:	Material Test					
8. ARC FLASH & BURNING INSULATING OIL PROTECTIVE MITTEN/GLOVE							
8.1	Mitten:	Complete Garment Compliance: (inc: ATPV cal/cm2:& HAF)					
8.2	Materials of Mitten/Glove:						
	Layer 1 (outside layer) of __:	Material Test					
	Layer 2 of __:	Material Test					
	Layer 3 of __:	Material Test					
	Layer 4 of __:	Material Test					
8.3	The Thread:	Material Test					
8.4	Material of labels:	Material Test					
10. ARC PROTECTIVE HOOD (BALACLAVA)							
10.1	Hood:	Complete Garment Compliance: (inc: ATPV cal/cm2:& HAF)					
10.2	Materials of Hood:						
	Layer 1 (outside layer) of __:	Material Test					
	Layer 2 of __:	Material Test					
	Layer 3 of __:	Material Test					

	OFFICIAL Garment name / material name	Test	Report No. / Date	Test Facility	Which Standards etc. are tested to in this test	Comments: In summary, to what levels does the offered equipment comply with	Report attached YES / NO
10.3	The Thread:	Material Test					
10.5	Material of labels:	Material Test					
11. ARC PROTECTIVE GOGGLE (MEDIUM ENERGY)							
11.1	Complete Goggle:	Complete Garment Compliance: (inc: ATPV cal/cm2:& HAF)					
11.2	Materials of Lens:						
	Layer 1 (outside layer) of __:	Material Test					
	Layer 2 of __:	Material Test					
	Layer 3 of __:	Material Test					
11.3	Materials of Frame:						
	Layer 1 (outside layer) of __:	Material Test					
	Layer 2 of __:	Material Test					
11.4	Materials of Strap:						
	Layer 1 (outside layer) of __:	Material Test					
	Layer 2 of __:	Material Test					

	OFFICIAL Garment name / material name	Test	Report No. / Date	Test Facility	Which Standards etc. are tested to in this test	Comments: In summary, to what levels does the offered equipment comply with	Report attached YES / NO
12. VULCANISED RUBBER SAFETY BOOT (GUMBOOT)							
12.1	Complete Boot:	Complete Garment Compliance: (inc: ATPV cal/cm2:& HAF)					
12.2	Materials of Boot:						
	Layer 1 (outside layer) of __:	Material Test					
	Layer 2 of __:	Material Test					
	Layer 3 of __:	Material Test					
12.3	Materials of Sole:						
	Layer 1 (outside layer) of __:	Material Test					
	Layer 2 of __:	Material Test					
12.4	Materials of Toe cap:						
	Layer 1 (outside layer) of __:	Material Test					
	Layer 2 of __:	Material Test					
13. ARC FLASH PROTECTIVE REFLECTIVE BRACE (BIB)							
13.1	Complete BIB:	Complete Garment Compliance: (inc: ATPV cal/cm2:& HAF)					
13.2	Materials of BIB:						
	Layer 1 (outside layer) of __:	Material Test					
	Layer 2 of __:	Material Test					
	Layer 3 of __:	Material Test					

	OFFICIAL Garment name / material name	Test	Report No. / Date	Test Facility	Which Standards etc. are tested to in this test	Comments: In summary, to what levels does the offered equipment comply with	Report attached YES / NO
13.3	The Thread:	Material Test					
13.4	Materials of reflective strip:						
	Layer 1 (outside layer) of __:	Material Test					
	Layer 2 of __:	Material Test					

Submit copies of the cover sheet and the pages of each type test certificate that are necessary to confirm the equipment tested, the tests conducted, the applicable standard and the results. (Non-applicable type test certificates should not be submitted.)

Number of sheets, appended by the Tenderer to this Schedule (If nil, enter NIL).

TENDERER NAME _____ SIGNED ON BEHALF OF TENDERER _____

**Schedule 15 H: Drawing summary sheet
(To be completed by Tenderer)**

Filename / Drawing number	Drawings supplied as part of the Tender documentation

Note: If the above is insufficient the Tenderer shall complete the Schedule by affixing completed numbered copies of Schedule 15 H.

TENDERER NAME _____ SIGNED ON BEHALF OF TENDERER _____

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 8	Page 119 of 171

TENDER NO: 217G/2022/23

**TENDER DESCRIPTION: SUPPLY AND DELIVERY OF ELECTRICAL ARC FLASH AND BURNING
INSULATING OIL PROTECTIVE SUITS AND ASSOCIATED CLOTHING**

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

VOLUME 3: DRAFT CONTRACT

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

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

VOLUME 3: DRAFT CONTRACT

(7) SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

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

Add the following after Clause 1.25:

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

3. General Obligations

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

- 3.2 The parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.
- 3.3 All parties in a joint venture or consortium shall be jointly and severally liable to the purchaser in terms of this contract and shall carry individually the minimum levels of insurance stated in the contract, if any.
- 3.4 The parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the delivery of the goods and give all notices and pay all charges required by such authorities.
- 3.4.1 The parties agree that this contract shall also be subject to the CCT's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, **save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract.** Please refer to this document contained on the CCT's website.
- 3.4.2 Abuse of the supply chain management system is not permitted and may result in cancellation of the contract, restriction of the supplier, and/or the exercise by the City of any other remedies available to it as described in the SCM Policy.

3.5 The **supplier** shall:

- 3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the order:
- a) Proof of Insurance (Refer to Clause 11) or Insurance Broker's Warrantee
 - b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11)
 - c) Initial delivery programme
 - d) Other requirements as detailed in the tender documents
- 3.5.2 Only when notified of the acceptance of the bid by the issuing of the order, the supplier shall commence with and carry out the delivery of the goods in accordance with the contract, to the satisfaction, of the purchaser
- 3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the goods including any temporary services that may be required
- 3.5.4 Insure his workmen and employees against death or injury arising out of the delivery of the goods
- 3.5.5 Be continuously represented during the delivery of the goods by a competent representative duly authorised to execute instructions;
- 3.5.6 In the event of a loss resulting in a claim against the insurance policies stated in clause 11, pay the first amount (excess) as required by the insurance policy
- 3.5.7 Comply with all written instructions from the purchaser subject to clause 18
- 3.5.8 Complete and deliver the goods within the period stated in clause 10, or any extensions thereof in terms of clause 21
- 3.5.9 Make good at his own expense all incomplete and defective goods during the warranty period
- 3.5.10 Pay to the purchaser any penalty for delay as due on demand by the purchaser. The supplier hereby consents to such amounts being deducted from any payment to the supplier.
- 3.5.11 Comply with the provisions of the OHAS Act & all relevant regulations.
- 3.5.12 Comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements.
- 3.5.13 Deliver the goods in accordance with the contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

3.6 The **purchaser** shall:

- 3.6.1 Issue orders for the goods required under this Contract. No liability for payment will ensue for any work done if an official purchase order has not been issued to the supplier.
- 3.6.2 Make payment to the **supplier** for the goods as set out herein.
- 3.6.3 Take possession of the goods upon delivery by the supplier.
- 3.6.4 Regularly inspect the goods to establish that it is being delivered in compliance with the contract.
- 3.6.5 Give any instructions and/or explanations and/or variations to the supplier including any relevant advice to assist the supplier to understand the contract documents.
- 3.6.6 Grant or refuse any extension of time requested by the supplier to the period stated in clause 10.
- 3.6.7 Inspect the goods to determine if, in the opinion of the purchaser, it has been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.

3.6.8 Brief the supplier and issue all documents, information, etc. in accordance with the contract.

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

Add the following after clause 5.4:

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

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

5.6 Publicity and publication

The supplier shall not release public or media statements or publish material related to the services or contract within two (2) years of completion of the services without the written approval of the purchaser, which approval shall not be unreasonably withheld.

5.7 Confidentiality

Both parties shall keep all information obtained by them in the context of the contract confidential and shall not divulge it without the written approval of the other party.

5.8 Intellectual Property

5.8.1 The supplier acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Employer.

5.8.2 The supplier hereby assigns to the Employer, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the contract, unless the Parties expressly agree otherwise in writing.

5.8.3 The supplier shall, and warrants that it shall:

5.8.3.1 not be entitled to use the Employer's Intellectual Property for any purpose other than as contemplated in this contract;

5.8.3.2 not modify, add to, change or alter the Employer's Intellectual Property, or any information or data related thereto, nor may the supplier produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Employer;

5.8.3.3 not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Employer;

5.8.3.4 comply with all reasonable directions or instructions given to it by the Employer in relation to the form and manner of use of the Employer Intellectual Property, including without limitation, any brand guidelines which the Employer may provide to the supplier from time to time;

5.8.3.5 procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 5.8.3.1 to 5.8.3.3 above;

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

5.8.4 The supplier represents and warrants to the Employer that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Employer from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the supplier of any third party's Intellectual Property rights.

- 5.8.5 In the event that the contract is cancelled, terminated, ended or is declared void, any and all of the Employer's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Employer by the supplier and no copies thereof shall be retained by the supplier unless the Employer expressly and in writing, after obtaining due internal authority, agrees otherwise.

7. Performance Security

Delete clause 7.1 to 7.4 and replace with the following:

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

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

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

11. Insurance

Add the following after clause 11.1:

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

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

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

15. Warranty

Add to Clause 15.2:

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

16. Payment

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

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

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

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

Add the following after clause 16.4

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

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

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

17. Prices

Add the following after clause 17.1

18. 17.2 The prices for the goods delivered and services performed SHALL BE SUBJECT TO CONTRACT PRICE ADJUSTMENT and the following conditions will be applicable:

Refer to **Volume 2 - Schedule 8: Contract Price Adjustment and/or Rate of Exchange Variation**

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

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

20. Subcontracts

Add the following after clause 20.1:

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

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

Delete clause 22.1 and replace with the following:

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

In the event that the actual delivery for goods ordered in terms of this tender exceeds the contracted delivery period, a penalty of 0.5% per week of the value of the overdue goods will be imposed. No such penalties shall exceed 10% of the value of the overdue goods concerned.

- 22.2 The purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, financial penalties as contained on the **Preference Schedule** relating to 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 The parties by mutual agreement terminate the contract.
- 23.8.3 If an Order has been issued incorrectly, or to the incorrect recipient, the resulting contract may be terminated by the purchaser by written notice
- 23.8.4 If a material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective, provided the City Manager follows the processes as described in the purchasers SCM Policy.
- 23.8.5 After providing notice to the supplier, if the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):
- 23.8.5.1 reports of poor governance and/or unethical behaviour;
 - 23.8.5.2 association with known family of notorious individuals;
 - 23.8.5.3 poor performance issues, known to the Employer;
 - 23.8.5.4 negative social media reports; or
 - 23.8.5.5 adverse assurance (e.g. due diligence) report outcomes..
- 23.9 If the contract is terminated in terms of clause 23.8, all obligations that were due and enforceable prior to the date of the termination must be performed by the relevant party.

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

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

27. Settlement of Disputes

Amend clause 27.1 as follows:

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

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

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

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

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

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

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

28. Limitation of Liability

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

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

Add the following after clause 28.1:

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

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

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

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

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

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

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

31.1 Any notice, request, consent, approvals or other communications made between the Parties pursuant to the Contract shall be in writing and forwarded to the addresses specified in the contract and may be given as set out hereunder and shall be deemed to have been received when:

- a) hand delivered – on the working day of delivery
- b) sent by registered mail – five (5) working days after mailing
- c) sent by email or telefax – one (1) working day after transmission

32. Taxes and Duties

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

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

Add the following after clause 32.3:

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

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations.

35.1 The supplier shall complete, sign and submit with each delivery note, all the documents as required in the Specifications. Any failure in this regard may result in a delay in the processing of any payments.

(8) GENERAL CONDITIONS OF CONTRACT

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

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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 so far as may be necessary for the purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1, except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself, mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance Security

- 7.1 Within 30 (thirty) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:
 - a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

b) a cashier's or certified cheque.

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

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

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period of not less

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

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of Liability

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

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs,

- provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable Law

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

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail, and any other notice to him shall be posted by ordinary mail, to the address furnished in his bid or to the address notified later by him in writing; and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and Duties

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

(9) FORM OF GUARANTEE / PERFORMANCE SECURITY**NOT USED****FORM OF GUARANTEE / PERFORMANCE SECURITY****GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means:

Physical address of Guarantor:

"Supplier" means:

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

Amount in words:

"Guaranteed Sum" means: The maximum amount of R

Amount in words:

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

PERFORMANCE GUARANTEE

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

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

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

ANNEXURE**LIST OF APPROVED FINANCIAL INSTITUTIONS**

The following financial institutions are currently (as at 12 October 2021) approved for issue of contract guarantees to the City:

National Banks:

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

International Banks (with branches in SA):

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

Insurance companies:

American International Group Inc (AIG)
Bryte Insurance Company Ltd.
Coface s.a.
Compass Insurance Company Ltd.
Credit Guarantee Insurance Corporation of Africa.
Limited Guardrisk Insurance Company Ltd.
Hollard Insurance Company Ltd.
Infiniti Insurance Limited
Lombard Insurance Company Ltd.
New National Assurance Company Ltd.
PSG Konsult Ltd.
Regent Insurance Company Ltd.
Renasa Insurance Company Ltd.
Santam Limited

(10) FORM OF ADVANCE PAYMENT GUARANTEE**NOT USED****ADVANCE PAYMENT GUARANTEE****GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means:

Physical address of guarantor:

"Supplier" means:

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

Amount in words:

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

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

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

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

Amount in words:

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

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

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

(10.1) ADVANCE PAYMENT SCHEDULE**NOT USED**

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

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

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

Conditions:

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

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

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

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

I,, representing

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

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

Witness

Mandatory

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

Witness

for and on behalf of
City of Cape Town

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


Logo

Letterhead of supplier's Insurance Broker

Date _____

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

Dear Sir

TENDER NO.: 217G/2022/23

**TENDER DESCRIPTION: SUPPLY AND DELIVERY OF ELECTRICAL ARC FLASH AND BURNING INSULATING OIL
PROTECTIVE SUITS AND ASSOCIATED CLOTHING**

NAME OF SUPPLIER: _____

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

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

Yours faithfully

Signed: _____

For: _____ (Supplier's Insurance Broker)

(13) SPECIFICATION(S)

SUPPLY AND DELIVERY OF ELECTRICAL ARC FLASH AND BURNING INSULATING OIL PROTECTIVE SUITS AND ASSOCIATED CLOTHING

1. SCOPE OF SPECIFICATION

This specification provides for the manufacture, supply and delivery of electrical arc flash and burning insulating oil protective suits and associated clothing as specified.

2. NORMATIVE REFERENCES AND APPLICABLE STANDARDS

2.1 The following documents contain provisions that, whether referenced in the text or not, constitute requirements of this specification. At the time of publication, the editions indicated were valid. All standards and specifications are subject to revision, and parties to agreements based on this specification are encouraged to investigate the possibility of applying the most recent editions of the documents listed below.

2.2 Note that the National equivalent of IEC standards are generally the same but may include specific variations to be taken into account. Information on currently valid national and international standards can be obtained from the South African Bureau of Standards.

2.3 The complete electrical arc flash protective clothing shall meet or exceed the standards set forth in the following documents:

SANS 724	South African National Standard - Personal protective equipment and protective clothing against the thermal hazards of an electric arc.
NRS 109	ARC FLASH HOT OIL RESISTANT SUITS
IEC 61482-2	The method for testing for clothing fabrics and garments that are designed to protect against arc flashes
NFPA 70E	Edition Standard: Electrical safety requirements for employee workplaces
NFPA 1977	Standard on Protective Clothing and Equipment for Wildland Fire Fighting
NFPA 2112	Standard on Flame-Resistant Garments for Protection of Industrial Personnel against Flash Fire
EN 168	Personal Eye Protection - Non-optical Test Methods
EN 340	The standard specifies general performance requirements for ergonomics, innocuousness, size designation, ageing, compatibility and marking of protective clothing and the information to be supplied by the manufacturer with the protective clothing.
EN 388	Protective mittens against mechanical risks
EN 407	Protective mittens against thermal risks (heat and/or fire)
EN 420	Protective mittens. General requirements and test methods
EN 11611	Protective clothing for use in welding and allied processes
EN 50321	Electrically insulating footwear for working on low voltage installations
EN ISO 11612	Protective clothing against heat and flame
EN ISO 20345	Safety footwear. Basic requirements - Safety footwear must have a 200J toecap
ANSI. Z87.1	Minimum requirements for eye and face protective devices
ANZI/ISEA Z89.1	Standard for Industrial Head Protection
OEKO TEX STD 100	A globally uniform testing and certification system for textile raw materials, intermediate and end products at all stages of production

CE 0321	Conformité Européenne, meaning "European Conformity, (formerly EC mark) is a mandatory conformity mark for products placed on the market in the European Economic Area (EEA). With the CE marking on a product, the manufacturer ensures that the product conforms with the essential requirements of the applicable EC directives CE marking of products under the European Union's Personal Protective Equipment (PPE) Directive.
ASTM D39989	Abrasion resistance to test the wear resistance properties of a material.
ASTM F1506:	Standard for performance specification for flame resistant textile materials for wearing apparel for use by electrical workers exposed to momentary electrical arc and related thermal hazards
ASTM F1891	Standard Specification for Arc and Flame Resistant Rainwear
ASTM F1930	Standard Test Method for Evaluation of Flame-Resistant Clothing for Protection Against Fire Simulations Using an Instrumented Manikin
ASTM F1959	Standard Test Method for Determining the Arc Rating of Materials for Clothing.
ASTM F2178	Standard test method for determining the arc rating and standard specification for face protection products
ASTM F2621	Standard practice for determining response characteristics and design integrity of arc rated finished products in an electric arc exposure

3. GENERAL DESCRIPTION

- 3.1 The electrical arc flash and burning insulating oil protective suits are to be used to provide protection to operators while carrying out switching operations on oil insulated or gas insulated MV switchgear.
- 3.2 Operations to be conducted while wearing the electrical arc flash and burning insulating oil protective suits are categorized as Hazard / Risk Category 4 in accordance with Table 1 (4.2) of SANS 724:2010, Edition 1.
- 3.3 The electrical arc flash and burning insulating oil protective clothing shall be designed so as to adequately provide cover to the dressed parts and to give thorough protection against burns caused by electrical arc flashes. The protective suits shall in addition prevent the penetration of burning insulating oil which may be projected from oil insulated switchgear following an internal failure.
- 3.4 The complete protective suit shall be packed and supplied in a suitable, sturdy carry bag OF SUFFICIENT SIZE THAT THE COMPLETE SUIT AND AUXILIARY GEAR CAN BE PACKED AFTER USE WITHOUT STRUGGLE OR DAMAGE TO THE FRAGILE COMPONENTS OF THE SYSTEM.
- 3.5 The entire protective suit shall be designed in accordance with a proven layering system, such as Air Gap Technology, so as to allow the combination of layers of lighter weight fabrics to increase the overall thermal heat resistance of the suit.
- 3.6 The protective suit shall have a minimum arc rating as specified in the table below.

4. WORKMANSHIP

- 4.1 The electrical arc flash and burning insulating oil protective clothing shall be cut and made with workmanship of the highest quality throughout and shall be free from defects that affect the appearance, efficiency or serviceability.
- 4.2 The electrical arc and burning insulating oil protective clothing shall show no sign of marks, spots or stains incurred during manufacture.
- 4.3 Alteration and Repair Facility: The supplier must make provision to facilitate alterations and repairs as these garments should be altered and repaired only using the correct thread and because the specifications and integrity of the garment cannot be compromised.
- 4.4 The cost of alteration to shorten garments and the cost of adding extra length to garments should be priced separately on the pricing schedule.

4.5 Repairs are specified as Minor and Major repairs and is defined as follows:

4.5.1 Minor repairs – Fitting of buttons, stitching of minor tears.

4.5.2 Major repairs – Repair of tears, replacement of zips.

4.6 If the supplier is not the OEM of the garments / equipment, then the OEM has to authorise in writing the provided facility and the quality process that will be followed to guarantee that alterations and repairs are compliant with the standards of the original garment / equipment. This must be recorded on and attached to Schedule 15 F.

5. SIZE RANGE

5.1 The size range required shall be as per the specification and pricing schedule. The full size range must be tendered. The size range specified is a standard size range for work wear. The supplier should make provision for individuals who are extra tall or extra short.

6 MARKING

6.1 The labelling has to conform to the requirements of SANS 724, NRS 109 and all garments shall have the "HRC" Category 4 marking.

6.2. There should be an internal label stitched into the garment with the all the information required according to SANS 724 and NRS 109 article 7.1.2 as well as a blank area for the name of the user.

6.3 The externally visible ATPV / arc-rating designation label, according to SANS 724 article 7.1.3 shall be in the form of a tag that is stitched into a seam of the garment at a convenient place.

6.4 The labels, tags and stitching should also be of permanently fire resistant material.

7. COMPLIANCE, CERTIFICATION AND TESTING

7.1 The Tenderer must be an authorized agent of the product offered. Proof in form of a letter from the OEM (Original Equipment Manufacturer) must be submitted with the tender submission and detailed on Schedule 15 F.

7.2 The tendered items must be manufactured by an OEM (Original Equipment Manufacturer) that is either ISO 9001 compliant or has an equivalent certified Quality System in place. Details and copies of the relevant certification must be submitted with the tender submission and detailed on Schedule 15 F.

7.3 The Tenderer shall provide type test certification, as specified and detailed in the relevant national and international specifications, proving the arc flash performance and the lifespan of the material offered at the specified minimum arc rating with the tender document for each item (Returnable Schedule 15 G).

7.4 Burning Insulating Oil testing (as specified in Conditions of Tender 2.2.1.1.8):

The duty of proving compliance to referenced standards is that of the tenderer. The testing of the Arc Flash & Burning Insulating Oil Protective Switching Suit has only recently been described and recommended in NRS 109, and is similar to how CCT has previously tested it. CCT will not be doing those tests anymore.

Test results must be provided, as per NRS 109, for items 5, 6, 7 and 8.

This is a responsiveness criteria and if not provided the offer will then not be responsive.

CCT will **not** cover any cost for these tests.

7.5 Tenderer must submit detailed technical material data sheets of the products offered. (Returnable Schedule 15 A & B).

7.6 Tenderers are required to fully complete the Schedule of Technical Data (Returnable Schedule 15B) for each item tendered.

7.7 Tenderer must have a minimum of 2 years' experience in the supply and delivery of similar protective clothing. Tenderers are required to complete (Returnable Schedule 15 D) listing a minimum of 2 years relevant contracts.

8. NRS 109 COMPLIANCE ASSESSMENT TEST (Items 5, 6, 7 and 8)

Tenderers will be expected to provide fully accredited test results of offered items as per NRS 109 and detailed here:

8.1. Requirements

The Arc flash hot oil resistant suits shall comply to the following arc flash and uncontrolled hot oil requirements:

- a) for arc protective performance, the entire garment shall be rated 100 cal/cm² and tested in accordance with SANS 724;
- b) non-penetration of hot burning oil and reduced elevated temperatures through the multi-layered design matrix of the garment. The exposure time to the hot burning oil shall not be less than 45 s which allows suitable time to remove the suit and extinguish the flame;
- c) by design, the operator shall be able to inhale safely for the 45 seconds period with further respiratory protection at the discretion of the utility; and
- d) size designations shall be in accordance with end user specifications.

NOTE 1 A CO₂ portable fire extinguisher shall always be available onsite during any switching operations to assist with any related uncontrolled hot oil release. If there is any ignition, then the buddy system can be used to extinguish the fires.

NOTE 2 The value of 100 cal/cm² PPE is benchmarked through previous testing and literature, however this value will be amended if necessary.

8.2. Tests

The objective of these tests for oil flash suits is to protect the operator from the uncontrolled hot oil release hazard.

The following tests (in any order) shall be conducted on a complete ensemble of the same design:

- a) arc rating;
- b) flash fire;
- c) thermal load transfer liquid condition assessment; and
- d) material toxic emission.

8.2.1 Arc rating test

The arc rating test(s) shall be performed in accordance with SANS 724.

8.2.2 Flash fire test

8.2.2.1 The "Dry Condition" thermal load transfer evaluation of the full suit (ensemble) shall be conducted in accordance with ASTM F1930 for 9 seconds.

8.2.2.2 The required ASTM F 1930 body burn percentage criteria shall not exceed 15 %.

8.2.3 Thermal load transfer liquid condition assessment test

8.2.3.1 Test procedure

The 25 litres of oil will be heated until combustion (flaming) takes place and thereafter it shall be poured over a mannequin wearing the complete suit. The mannequin shall be dressed in 100% white cotton long sleeved and legged undergarment. Inside the suit, placed at strategic positions, there will be thermocouple sensors to measure temperature readings, so as to determine how much heat the body is exposed to at those points.

An infrared video imaging camera, temperature gauges/probes with associated monitoring equipment and a fully dressed mannequin shall be used during testing.

The 25 litres of heated oil will be remotely poured onto the suit and allowed to burn for 10 seconds and flames thereafter extinguished. A "STOLL CURVE" evaluation to be performed to determine any breach of the "CURVE" indicating a second degree burn or worse. This reading shall be taken over a 45 second period.

8.2.3.2 Pass criteria

The maximum thermal load on the inside of the suit, at any point shall not be greater than 45 degrees celsius.

The inside temperature of the garment shall be measured and recorded for 45 seconds from the start of the burning oil pour test, and the internal temperature shall not exceed 45 degrees celsius.

No oil shall be detected on the undergarment after the completion of the test.

NOTE 3 This specific test will not be done in an accredited laboratory due to the nature of the test.

The measurable toxic gases within the suit shall not exceed level 1 of the Acute Exposure Guideline Level (AEGL) HCN (hydrogen cyanide) – 2,8 parts /million maximum.

8.2.4 Results

The fully accredited test results has to include:

- photos,
- tests results that details the times and temperatures,
- a complete test report with a detailed discussion of the results in comparison with the pass criteria,

9. SPECIFICATIONS OF THE INDIVIDUAL ITEMS

9.1. ARC FLASH PROTECTIVE SWITCHING SUIT JACKET

- 9.1.1 The Arc Thermal Performance Value (ATPV) shall be greater than 50 cal/cm²
- 9.1.2 The HAF (Heat attenuation factor) shall be greater than 93%.
- 9.1.3 The Hazard Risk Category for this application is 4.
- 9.1.4 The Hazard Assessment is for protection against the thermal effects from arc flash and flames.
- 9.1.5 The application is as workwear for switching operators.
- 9.1.6 **Design should integrate the following:**
- 9.1.6.1 88cm Long Jacket that hangs loosely to below the waist
- 9.1.6.2 Robust heavy duty non-metallic zip to provide the mechanical closure
- 9.1.6.3 Flame resistant intermittent velcro front closure to cover the zip
- 9.1.6.4 Knitted elastic cuffs.
- 9.1.6.5 The sleeves and cuff of the jacket should be designed to go over the cuff of the gloves.
- 9.1.6.6 The neck collar should be upright, round and fully closed.
- 9.1.6.7 A flame resistant high visibility reflective strip should be fitted to both sleeves,
- 9.1.7 **Fabric should be:**
- 9.1.7.1 Permanently flame resistant
- 9.1.7.2 thermally stable,
- 9.1.7.3 pre-shrunk
- 9.1.7.4 light weight,
- 9.1.7.5 to have excellent breathability,
- 9.1.7.6 to have excellent absorption of sweat and moisture.
- 9.1.8 The thread used in the stitching of the garment should be Nomex thread or another proposed permanently flame resistant equivalent, to the Engineer's approval.
- 9.1.9 The size range should be from XS – 8XL.
- 9.1.10 A preference for Blue or Grey, but more importantly the colour of all items 1 to 3 should be the same.
- 9.1.11 The labelling has to conform to the requirements of SANS 724.
- 9.1.11.1 There should be an internal label stitched into the garment with the all the information required according to SANS 724 article 7.1.2 as well as a blank area for the name of the user.
- 9.3.11.2 The externally visible ATPV / arc-rating designation label, according to SANS 724 article 7.1.3 shall be in the form of a tag that is stitched into a seam of the garment at a convenient place.
- 9.3.11.3 The labels, tags and stitching should also be of permanently fire resistant material.
- 9.1.12 The Standards and certification testing requirements are:
- SANS 724; NFPA 70E; EN 340; IEC 61482-2; NFPA 2112. OEKO TEX STD.100.
- ASTM F1506; ASTM F2621;

9.2. ARC FLASH PROTECTIVE SWITCHING SUIT TROUSER

- 9.2.1 The Arc Thermal Performance Value (ATPV) shall be greater than 50 cal/cm²
- 9.2.2 The HAF (Heat attenuation factor) shall be greater than 93%.
- 9.2.3 The Hazard Risk Category for this application is 4.
- 9.2.4 The Hazard Assessment is for protection against the thermal effects from arc flash and flames.
- 9.2.5 The application is as work wears for switching operators.
- 9.2.6 Design should integrate the following:**
 - 9.2.6.1 Bib and brace styled trouser
 - 9.2.6.2 Adjustable gussets at ankles, and on both hips around the waist, with the Velcro tab closures to enable putting it on then adjusting for secure fitment.
 - 9.2.6.3 Flame resistant intermittent velcro tab closure
 - 9.2.6.4 Elasticated, permanently flame resistant braces
 - 9.2.6.5 Non-metal adjustable flame resistant quick release closure components for the braces
 - 9.2.6.6 A flame resistant high visibility reflective strip should be fitted to both trouser legs.
- 9.2.7 Fabric should be:**
 - 9.2.7.1 Permanently flame resistant
 - 9.2.7.2 thermally stable,
 - 9.2.7.3 pre-shrunk
 - 9.2.7.4 light weight,
 - 9.2.7.5 excellent breathability,
 - 9.2.7.6 excellent absorption of sweat and moisture.
- 9.2.8 The thread used in the stitching of the garment should be Nomex thread or another proposed permanently flame resistant equivalent to the Engineer's approval.
- 9.2.9 The size range should be from XS – 8XL.
- 9.2.10 A preference for Blue or Grey, but more importantly the colour of all items 1 to 3 should be the same.
- 9.2.11 The labelling has to conform to the requirements of SANS 724.
 - 9.2.11.1 There should be an internal label stitched into the garment with the all the information required according to SANS 724 article 7.1.2 as well as a blank area for the name of the user.
 - 9.2.11.2 The externally visible ATPV / arc-rating designation label, according to SANS 724 article 7.1.3 shall be in the form of a tag that is stitched into a seam of the garment at a convenient place.
 - 9.2.11.3 The labels, tags and stitching should also be of permanently fire resistant material.
- 9.2.12 The Standards and certification testing requirements are:
 - SANS 724; NFPA 70E; EN340;; IEC 61482-2; NFPA 2112 . OEKO TEX STD.100.
 - ASTM F 1506; ASTM F2621

9.3. ARC FLASH PROTECTIVE SWITCHING SUIT VENTED HOOD

- 9.3.1 The Arc Thermal Performance Value (ATPV) shall be greater than 50 cal/cm²
- 9.3.2 The HAF (Heat attenuation factor) shall be greater than 93%.
- 9.3.3 The Hazard Risk Category for this application is 4.

- 9.3.4 The Hazard Assessment is for protection against the thermal effects from arc flash and flames.
- 9.3.5 The application is as work wears for switching operators.
- 9.3.6 Design should integrate the following design features:
 - 9.3.6.1 Multi Layered fabric construction
 - 9.3.6.2 One piece shaped ventilated hood that fits snugly over head and shoulders.
 - 9.3.6.3 Dielectric hard Hat, Moulded from 100% virgin HDPE Class E, Type 1 to 20kV.
 - 9.3.6.4 Flame Resistant Chinstrap with adjustable non-metallic flame resistant quick release mechanism
 - 9.3.6.5 lightweight, slotted Linear Low Density Polyethylene system/liner with Suspension.
 - 9.3.6.6 Impact Resistant Visor 36cm wide by 17cm, 7.5cm from the face.
 - 9.3.6.7 Green Tinted, replaceable anti fog visor with a minimum of 55% VLT (Visible Light Transmittance).
 - 9.3.6.8 Battery driven fan, for the supply of fresh air into the hood delivering a minimum flow rate of 80 CFM (cubic feet per minute)
- 9.3.7 The Fabric should be:
 - 9.3.7.1 Permanently flame resistant
 - 9.3.7.2 thermally stable,
 - 9.3.7.3 pre-shrunk
 - 9.3.7.4 light weight,
 - 9.3.7.5 excellent breathability,
 - 9.3.7.6 excellent absorption of sweat and moisture.
- 9.3.8 The thread used in the stitching of the garment should be Nomex thread or another proposed permanently flame resistant equivalent to the Engineer's approval.
- 9.3.9 The size range should be from XS – 8XL.
- 9.3.10 A preference for Blue or Grey, but more importantly the colour of all items 1 to 3 should be the same.
- 9.3.11 The labelling has to conform to the requirements of SANS 724.
 - 9.3.11.1 There should be an internal label stitched into the garment with the all the information required according to SANS 724 article 7.1.2 as well as a blank area for the name of the user.
 - 9.3.11.2 The externally visible ATPV / arc-rating designation label, according to SANS 724 article 7.1.3 shall be in the form of a tag that is stitched into a seam of the garment at a convenient place.
 - 9.3.11.3 The labels, tags and stitching should also be of permanently fire resistant material.
- 9.3.12 The Standards and certification testing requirements are:
 - SANS 724; NFPA 70E; ASTM F1506; IEC 61482-2; NFPA 2112; OEKO TEX STD 100.
 - 9.3.12.1 Hood & Lens: ANSI Z87:1; EN 168, ASTM F2178
 - 9.3.12.2 Hoods shall comply with IEC 61482- 2 or ASTM F1506 and be tested in accordance with ASTM F2178.
 - 9.3.12.3 Eye protection shall comply with EN 166.
 - 9.3.12.4 Face protection shall comply with ANSI Z 87.1 and ASTM F2178

9.4 ARC FLASH PROTECTIVE GLOVE

- 9.4.1 The (ATPV) shall be greater than 50 cal/cm²
- 9.4.2 The HAF shall be greater than 95%.
- 9.4.3 The Hazard Risk Category: 4
- 9.4.4 Design should integrate the following:

- 9.4.4.1 Multi Layered fabric construction
- 9.4.4.2 Glove with 4 fingers and thumb
- 9.4.4.3 Long cuff that can fit into sleeves of jacket
- 9.4.5 Fabric should be:
 - 9.4.5.1 Permanently flame resistant
 - 9.4.5.2 Electrically non-conductive
 - 9.4.5.3 thermally stable,
 - 9.4.5.4 pre-shrunk
 - 9.4.5.5 light weight,
 - 9.4.5.6 has excellent breathability,
 - 9.4.5.7 has excellent absorption of sweat and moisture.
 - 9.4.5.8 Flexible and comfortable to wear
- 9.4.6 The thread used in the stitching of the Nomex thread with sealed seam
- 9.4.7 The size range should be from 8, 9, 10, 11
- 9.4.8 The colour preference is high visibility colour
- 9.4.9 The labelling has to conform to the requirements of SANS 724
- 9.4.9.1 The labels, tags and stitching permanently fire resistant material
- 9.4.10 Compliance with the following standards:
 - SANS 724; NFPA 70E; EN 340; IEC 61482-2; NFPA 2112; OEKO TEX STD 100
 - ASTM F1506; ASTM F1959; ASTM F1891; ASTM F1930; ASTM F2621

9.5 ARC FLASH & BURNING INSULATING OIL PROTECTIVE JACKET

- 9.5.1 The Arc Thermal Performance Value (ATPV) shall be between 40 -100 cal/cm²
- 9.5.2 The HAF (Heat attenuation factor) shall be greater than 95%.
- 9.5.3 The Hazard Risk Category for this application is 4.
- 9.5.4 The Hazard Assessment is for protection against the thermal effects from arc flash and flames, hot and or burning insulating oil, and rain.
- 9.5.5 The application is as workwear for electrical switching operators.
- 9.5.6 Design should integrate the following:
 - 9.5.6.1 88cm Long Jacket that hangs loosely to below the waist
 - 9.5.6.2 Robust heavy duty non-metallic zip to provide the mechanical closure
 - 9.5.6.3 Flame resistant intermittent velcro front closure to cover the zip
 - 9.5.6.4 Knitted cuffs,
 - 9.5.6.5 The sleeves and cuff of the jacket should be designed to go over the cuff of the mittens or gloves.
 - 9.5.6.6 The neck collar should be upright, round and fully closed.
- 9.5.7 Fabric should be comfortable to wear with a liner of excellent breathability, absorption of sweat and moisture, high thermal stability and ability to handle thermal load and prevents burns to the user and should incorporate the following requirements:
 - 9.5.7.1 Permanently flame resistant
 - 9.5.7.2 Hot insulating oil resistant or repellent

- 9.5.7.3 Electrically non-conductive
- 9.5.7.4 thermally stable,
- 9.5.7.5 pre-shrunk
- 9.5.7.6 light weight,
- 9.5.7.7 has excellent breathability,
- 9.5.7.8 has excellent absorption of sweat and moisture.
- 9.5.7.9 Flexible and comfortable to wear
- 9.5.8 The thread used in the stitching of the garment should be Nomex thread or another proposed permanently flame resistant equivalent to the Engineer's approval, with sealed seams.
- 9.5.9 The size range should be from XS – 8XL.
- 9.5.10 The colour preference is for a high visibility colour like orange and the colour of all items 5 - 7 should be the same.
- 9.5.11 The labelling has to conform to the requirements of SANS 724.
 - 9.5.11.1 There should be an internal label stitched into the garment with the all the information required according to SANS 724 article 7.1.2 as well as a blank area for the name of the user.
 - 9.5.11.2 The externally visible ATPV / arc-rating designation label, according to SANS 724 article 7.1.3 shall be in the form of a tag that is stitched into a seam of the garment at a convenient place.
 - 9.5.11.3 The labels, tags and stitching should also be of permanently fire resistant material.
- 9.5.12 The Standards and certification testing requirements are:
 - SANS 724; NFPA 70E; EN 340; IEC 61482-2; NFPA 2112, OEKO TEX STD.100.
 - ASTM F1506; ASTM F1959; ASTM F2621
- 9.5.12.1 The burning insulating oil test standard that has to be complied with is:
 - The hot oil shall flow off the garment and a minimum residue of oil left on suit shall burn off.
 - There should be no breakthrough on the suit after burn.
 - The thermal load on the skin (Mannequin) shall not be greater than 45 degrees Celsius.

CERTIFICATION OF COMPLIANCE TO THIS REQUIREMENT IN ACCORDANCE WITH NRS 109 WILL BE REQUIRED AT TENDER SUBMISSION.

9.6 ARC FLASH & BURNING INSULATING OIL PROTECTIVE TROUSER

- 9.6.1 The Arc Thermal Performance Value (ATPV) shall be between 40 -100 cal/cm²
- 9.6.2 The HAF (Heat attenuation factor) shall be greater than 95%.
- 9.6.3 The Hazard Risk Category for this application is 4.
- 9.6.4 The Hazard Assessment is for protection against the thermal effects from arc flash and flames, hot and or burning insulating oil, and rain.
- 9.6.5 The application is as workwear for electrical switching operators (vs electrical workers).
- 9.6.6 Design should integrate the following:
 - 9.6.6.1 Bib and brace styled trouser
 - 9.6.6.2 Adjustable gussets at ankles, and on both hips around the waist, with the Velcro tab closures to enable putting it on then adjusting for secure fitment.
 - 9.6.6.3 Flame resistant intermittent velcro tab closure
 - 9.6.6.4 Elasticated, permanently flame resistant braces
 - 9.6.6.5 non-metal adjustable flame resistant quick release closure components for the braces

9.6.7 Fabric should be comfortable to wear with a liner of excellent breathability, absorption of sweat and moisture, high thermal stability and ability to handle thermal load and prevents burns to the user and should incorporate the following requirements:

9.6.7.1 Permanently flame resistant

9.6.7.2 Hot insulating oil resistant or repellent

9.6.7.3 Electrically non-conductive

9.6.7.4 thermally stable,

9.6.7.5 pre-shrunk

9.6.7.6 light weight,

9.6.7.7 has excellent breathability,

9.6.7.8 has excellent absorption of sweat and moisture.

9.6.7.9 Flexible and comfortable to wear

9.6.8 The thread used in the stitching of the garment should be Nomex thread or another proposed permanently flame resistant equivalent to the Engineer's approval, with sealed seams.

9.6.9 The size range should be from XS – 8XL.

9.6.10 The colour preference is for a high visibility colour like orange and the colour of all items 6 to 8 should be the same.

9.6.11 The labelling has to conform to the requirements of SANS 724.

9.6.11.1 There should be an internal label stitched into the garment with the all the information required according to SANS 724 article 7.1.2 as well as a blank area for the name of the user.

9.6.11.2 The externally visible ATPV / arc-rating designation label, according to SANS 724 article 7.1.3 shall be in the form of a tag that is stitched into a seam of the garment at a convenient place.

9.6.11.3 The labels, tags and stitching should also be of permanently fire resistant material.

9.6.12 The Standards and certification testing requirements are:

SANS 724; NFPA 70E; EN 340; IEC 61482-2; NFPA 2112, OEKO TEX STD.100.

ASTM F1506; ASTM F1959; ASTM F2621

9.6.12.1 The burning insulating oil test standard that has to be complied with is:

The hot oil shall flow off the garment and a minimum residue of oil left on suit shall burn off.

There should be no breakthrough on the suit after burn.

The thermal load on the skin (Mannequin) shall not be greater than 45 degrees Celsius.

CERTIFICATION OF COMPLIANCE TO THIS REQUIREMENT IN ACCORDANCE WITH NRS 109 WILL BE REQUIRED AT TENDER SUBMISSION.

9.7 ARC FLASH & BURNING INSULATING OIL PROTECTIVE VENTED HOOD

9.7.1 The Arc Thermal Performance Value (ATPV) shall be between 40 -100 cal/cm²

9.7.2 The HAF (Heat attenuation factor) shall be greater than 95%.

9.7.3 The Hazard Risk Category for this application is 4.

9.7.4 The Hazard Assessment is for protection against the thermal effects from arc flash and flames, hot and or burning insulating oil, and rain.

9.7.5 The application is as workwear for electrical switching operators (vs electrical workers).

- 9.7.6 Design should integrate the following:
- 9.7.6.1 Multi Layered fabric construction
 - 9.7.6.2 One piece shaped ventilated hood that fits snugly over head and shoulders.
 - 9.7.6.3 Dielectric hard Hat, Moulded from 100% virgin HDPE Class E, Type 1 to 20kV.
 - 9.7.6.4 Flame Resistant Chinstrap with adjustable non-metallic flame resistant quick release mechanism
 - 9.7.6.5 lightweight, slotted Linear Low Density Polyethylene system/liner with Suspension.
 - 9.7.6.6 Impact Resistant Visor 36cm wide by 17cm , 7,5cm from the face.
 - 9.7.6.7 Green Tinted, replaceable anti fog visor with a minimum of 55% VLT (Visible Light Transmittance). Battery driven fan, for the supply of fresh air into the hood delivering a minimum flow rate of 80 CFM (cubic feet per minute)
- 9.7.7 Fabric should be comfortable to wear with a liner of excellent breathability, absorption of sweat and moisture, high thermal stability and ability to handle thermal load and prevents burns to the user and should incorporate the following requirements:
- 9.7.7.1 Permanently flame resistant
 - 9.7.7.2 Hot insulating oil resistant or repellent
 - 9.7.7.3 Electrically non-conductive
 - 9.7.7.4 thermally stable,
 - 9.7.7.5 pre-shrunk
 - 9.7.7.6 light weight,
 - 9.7.7.7 has excellent breathability,
 - 9.7.7.8 has excellent absorption of sweat and moisture.
 - 9.7.7.9 Flexible and comfortable to wear
- 9.7.8 The thread used in the stitching of the garment should be Nomex thread or another proposed permanently flame resistant equivalent to the Engineer's approval, with sealed seams.
- 9.7.9 The size range should be from XS – 8XL.
- 9.7.10 The colour preference is for a high visibility colour like orange and the colour of all items 6 to 8 should be the same.
- 9.7.11 The labelling has to conform to the requirements of SANS 724.
- 9.7.11.1 There should be an internal label stitched into the garment with the all the information required according to SANS 724 article 7.1.2 as well as a blank area for the name of the user.
 - 9.7.11.2 The externally visible ATPV / arc-rating designation label, according to SANS 724 article 7.1.3 shall be in the form of a tag that is stitched into a seam of the garment at a convenient place.
 - 9.7.11.3 The labels, tags and stitching should also be of permanently fire resistant material.
- 9.7.12 The Standards and certification testing requirements are:
- SANS 724; NFPA 70E; EN 340; IEC 61482-2; NFPA 2112, OEKO TEX STD.100.
 - ASTM F1506; ASTM F1959; ASTM F2621
- 9.7.12.1 The burning insulating oil test standard that has to be complied with is:
- The hot oil shall flow off the garment and a minimum residue of oil left on suit shall burn off.
 - There should be no breakthrough on the suit after burn.
 - The thermal load on the skin (Mannequin) shall not be greater than 45 degrees Celsius.

CERTIFICATION OF COMPLIANCE TO THIS REQUIREMENT IN ACCORDANCE WITH NRS 109 WILL BE REQUIRED AT TENDER SUBMISSION.

- 9.7.12.2 Hood & Lens: ANSI Z87:1; EN 168, ASTM F2178
- 9.7.12.3 Hoods shall comply with IEC 61482- 2 or ASTM F1506 and be tested in accordance with ASTM F2178.
- 9.7.12.4 Eye protection shall comply with EN 166.
- 9.7.12.5 Face protection shall comply with ANSI Z 87.1 and ASTM F2178

9.8 ARC FLASH & BURNING INSULATING OIL PROTECTIVE MITTEN/GLOVE

- 9.8.1 The Arc Thermal Performance Value (ATPV) shall be between 40 -100 cal/cm²
- 9.8.2 The HAF (Heat attenuation factor) shall be greater than 95%.
- 9.8.3 The Hazard Risk Category for this application is 4.
- 9.8.4 The Hazard Assessment is for protection against the thermal effects from arc flash and flames, hot and or burning insulating oil, and rain.
- 9.8.5 The application is as workwear for electrical switching operators (vs electrical workers).
- 9.8.6 Design should integrate the following:
 - 9.8.6.1 Multi Layered fabric construction
 - 9.8.6.2 Mitten
 - 9.8.6.3 Long cuff that can fit into sleeves of jacket so that oil cannot be captured in any recess.
- 9.8.7 Fabric should be comfortable to wear with a liner of excellent breathability, absorption of sweat and moisture, high thermal stability and ability to handle thermal load and prevents burns to the user and should incorporate the following requirements:
 - 9.8.7.1 Permanently flame resistant
 - 9.8.7.2 Hot insulating oil resistant or repellent
 - 9.8.7.3 Electrically non-conductive
 - 9.8.7.4 thermally stable,
 - 9.8.7.5 pre-shrunk
 - 9.8.7.6 light weight,
 - 9.8.7.7 has excellent breathability,
 - 9.8.7.8 has excellent absorption of sweat and moisture.
 - 9.8.7.9 Flexible and comfortable to wear
- 9.8.8 The thread used in the stitching of the garment should be Nomex thread or another proposed permanently flame resistant equivalent to the Engineer's approval, with sealed seams.
- 9.8.9 The size range should be from 8, 9, 10 and 11.
- 9.8.10 The preference is for a high visibility colour.
- 9.8.11 The labelling has to conform to the requirements of SANS 724.
 - 9.8.11.1 There should be an internal label stitched into the garment with the all the information required according to SANS 724 article 7.1.2 as well as a blank area for the name of the user.
 - 9.8.11.2 The externally visible ATPV / arc-rating designation label, according to SANS 724 article 7.1.3 shall be in the form of a tag that is stitched into a seam of the garment at a convenient place.
 - 9.8.11.3 The labels, tags and stitching should also be of permanently fire resistant material.
- 9.8.12 The Standards and certification testing requirements are:
 - SANS 724; NFPA 70E; ASTM F1506; ASTM F1959, EN 340; ASTM F2621; IEC 61482-2; NFPA 2112, OEKO TEX STD.100.

9.8.12.1 The burning insulating oil test standard that has to be complied with is:

The hot oil shall flow off the garment and a minimum residue of oil left on suit shall burn off.

There should be no breakthrough on the suit after burn.

The thermal load on the skin (Mannequin) shall not be greater than 45 degrees Celsius.

CERTIFICATION OF COMPLIANCE TO THIS REQUIREMENT IN ACCORDANCE WITH NRS 109 WILL BE REQUIRED AT TENDER SUBMISSION.

9.9 PROTECTIVE HOLD-ALL (BAG)

9.9.1 The Hazard Assessment is for protection of issued workwear of electrical workers, a complete set of items 1, 2, 3 and 4 or items 5, 6, 7 and 8 from being damaged or from being soiled with flammable substances.

9.9.1.1 The application is to carry and store Arc Protective Workwear for change during shifts, should workwear become soiled with flammable substances.

9.9.2 Design should integrate the following:

9.9.2.1 Minimum of 100cm dual opening

9.9.2.2 heavy duty chunky Zip,

9.9.2.3 2 x 15mm webbing handles.

9.9.2.4 Piping Cord

9.9.3 The fabric should be at least 400 Denier Canvas or equivalent

9.9.4 The size should be at least 70 litres but a complete set from items 1, 2, 3 and 4 or items 5, 6, 7 and 8 has to be accommodated comfortably in the bag without damage to any of the items, especially the visor of the hood.

9.9.5 The preference is for a dark colour i.e. black or navy blue.

9.9.6 Should be able to be hand washed with water and mild detergent

9.10 ARC PROTECTIVE HOOD (BALACLAVA)

9.10.1 The Arc Thermal Performance Value (ATPV) shall be greater than 28 cal/cm²

9.10.2 The HAF (Heat attenuation factor) shall be greater than 80%.

9.10.3 The Hazard Risk Category for this application is 3.

9.10.4 The Hazard Assessment is for protection against the thermal effects from arc flash and flames.

9.10.5 The application is as workwear for electrical workers in confined spaces.

9.10.6 Design should integrate the following:

9.10.6.1 a full face and cape to cover neck

9.10.6.2 Multi Layered fabric construction and protection on both head and bib

9.10.6.3 The fabric and seam strength shall comply with all burst tests.

9.10.7 Fabric should be comfortable to wear with a liner of excellent breathability, absorption of sweat and moisture, high thermal stability and ability to handle thermal load and prevents burns to the user and should incorporate the following requirements:

9.10.7.1 Permanently flame resistant

9.10.7.2 thermally stable

9.10.7.3 pre-shrunk

9.10.7.4 rib knit

9.10.7.5 Flexible and comfortable to wear

- 9.10.8 The thread used in the stitching of the garment should be Nomex thread or another proposed permanently flame resistant equivalent to the Engineer's approval.
- 9.10.9 The size should be one size to fit all.
- 9.10.10 The labelling has to conform to the requirements of SANS 724.
 - 9.10.10.1 There should be an internal label stitched into the garment with the all the information required according to SANS 724 article 7.1.2 as well as a blank area for the name of the user.
 - 9.10.10.2 The externally visible ATPV / arc-rating designation label, according to SANS 724 article 7.1.3 shall be in the form of a tag that is stitched into a seam of the garment at a convenient place.
 - 9.10.10.3 The labels, tags and stitching should also be of permanently fire resistant material.
- 9.10.11 The Standards and certification testing requirements are:
 - SANS 724; NFPA 70E; ASTM F1506; ASTM F1959, EN 340; ASTM F2621; IEC 61482-2; NFPA 2112, OEKO TEX STD.100.

9.11 ARC PROTECTIVE GOGGLE (MEDIUM ENERGY)

- 9.11.1 The Arc Thermal Performance Value (ATPV) shall be greater than 38 cal/cm²
- 9.11.2 The HAF (Heat attenuation factor) shall be greater than 85%.
- 9.11.3 The Hazard Risk Category for this application is 3.
- 9.11.4 The Hazard Assessment is for protection against the thermal effects from arc flash, impact, splash, smoke, particles and heat.
- 9.11.5 The application is as workwear for electrical workers in confined spaces.
- 9.11.6 Design should integrate the following:
 - 9.11.6.1 A primary protective goggle designed to specifically address the requirements of arc flash protection.
 - 9.11.6.2 Weight of about 205gms.
 - 9.11.6.3 Lens: Optically correct.
 - 9.11.6.4 Outer layer of lens – hard coated polycarbonate lens
 - 9.11.6.5 Inner layer of lens – anti-fog propionate lens
 - 9.11.6.6 Strap of Silicone, that is easily adjustable with gloves
 - 9.11.6.7 Frame of Silicone, that fits over most prescription safety spectacles.
 - 9.11.6.8 bezel designed outer with protective nose shield.
- 9.11.7 Material should be of high thermal stability and ability to handle thermal load and to prevent burns to the user and should incorporate the following requirements:
 - 9.11.7.1 Permanently flame resistant
 - 9.11.7.2 thermally stable
 - 9.11.7.3 Flexible and comfortable to wear
- 9.11.8 The size should be one size to fit all, it being universally adjustable.
- 9.11.9 The labelling has to conform to the requirements of SANS 724.

9.11.10 The Standards and certification testing requirements are:

SANS 724; NFPA 70E; ANSI Z87.1, ASTM F2178; ASTM F1959, EN 340; ASTM F2621; IEC 61482-2; NFPA 2112, OEKO TEX STD.100.

9.11.10.1 Hood & Lens: ANSI Z87:1; EN 168, ASTM F2178

9.11.10.2 Hoods tested in accordance with ASTM F2178 shall comply with ASTM F1506 or IEC 61482-2.

9.11.10.3 Eye protection shall comply with EN 166.

9.11.10.4 Face protection shall comply with ANSI Z 87.1 and ASTM F2178

9.12 VULCANISED RUBBER SAFETY BOOT (GUMBOOT)

9.12.1 The Hazard Assessment is for protection against the thermal effects from arc flash and flames in Low voltage work environments, Electrical Installations, Wet conditions and water exposure and Electrical current leakage.

9.12.2 The application is as workwear for electrical workers in power station and substation operations.

9.12.3 Design should integrate the following:

9.12.3.1 Vulcanised rubber knee high safety boot with a toe-cap

9.12.3.2 Class 0 hazard risk category,

9.12.3.3 Electric Shock Resistant to 18kV

9.12.3.4 Anti-Slip.

9.12.3.5 Heat and Oil Resistant.

9.12.3.6 Ozone and UV Resistant upper.

9.12.3.7 PE lining with lock foot feature for climbing ladders and poles.

9.12.3.8 Sole and upper resistant towards mild acids and alkalis.

9.12.4 The materials should make the boot comfortable to wear, have a high thermal stability and the ability to handle thermal load and prevents burns to the user and should incorporate the following requirements:

9.12.4.1 Vulcanized waterproof reinforced dielectric rubber

9.12.4.2 Selected PE polyester for electrical insulation

9.12.4.3 Toe Cap with non-corrosive coating material

9.12.4.4 Double ribbed ladder shank

9.12.4.5 Hypalon or equivalent lacquer coating for weather protection

9.12.5 The size range should be 5 to 14 (UK).

9.12.6 The colour preference is for high visibility colour.

9.12.7 The labelling has to conform to the requirements of SANS 724.

9.12.7.1 There should be an internal label stitched into the garment with the all the information required according to SANS 724 article 7.1.2 as well as a blank area for the name of the user.

9.12.7.2 The externally visible ATPV / arc-rating designation label, according to SANS 724 article 7.1.3 shall be in the form of a tag that is stitched into a seam of the garment at a convenient place.

9.12.7.3 The labels, tags and stitching should also be of permanently fire resistant material.

9.12.8 The Standards and certification testing requirements are:

SANS 724; NFPA 70E; EN 340; IEC 61482-2; NFPA 2112, OEKO TEX STD.100, SANS 20345, EN 50321; CE 0321; ASTM F1506; ASTM F1959; ASTM F2621

9.13 ARC FLASH PROTECTIVE REFLECTIVE BRACE (BIB)

- 9.13.1 The Arc Thermal Performance Value (ATPV) shall be greater than 12 cal/cm²
- 9.13.2 The HAF (Heat attenuation factor) shall be greater than 80%.
- 9.13.3 The Hazard Risk Category for this application is 2.
- 9.13.4 The Hazard Assessment is for improving the visibility of workers during night or daytime and under poorly illuminated conditions and areas. The garment should withstand the thermal effects from arc flash, flames and fires.
- 9.13.5 The application is as visibility enhancing addition to workwear for electrical Utility Workers, Electrical maintenance and switching, meter service, telecommunication workers.
- 9.13.6 Design should integrate the following:
 - 9.13.6.1 Adjustable brace with Flame Resistant Reflective Tape
 - 9.13.6.2 Reflective tape: Flame Resistant, high visibility colour like Lime and Silver, 50mm wide
 - 9.13.6.3 Adjustable fasteners: Hook-&-Loop, Black, 50mm.
- 9.13.7 Fabric should have a high thermal stability and ability to handle thermal load and prevents burns to the user and should incorporate the following requirements:
 - 9.13.7.1 Permanently Flame Resistant
 - 9.13.7.2 thermally stable
 - 9.13.7.3 pre-shrunk
- 9.13.8 The thread used in the stitching of the garment should be Nomex thread or another proposed permanently flame resistant equivalent to the Engineer's approval.
- 9.13.9 The size should be one size to fit all.
- 9.13.10 The preference is for a high visibility colour.
- 9.13.11 The labelling has to conform to the requirements of SANS 724.
 - 9.13.11.1 There should be an internal label stitched into the garment with the all the information required according to SANS 724 article 7.1.2 as well as a blank area for the name of the user.
 - 9.13.11.2 The externally visible ATPV / arc-rating designation label, according to SANS 724 article 7.1.3 shall be in the form of a tag that is stitched into a seam of the garment at a convenient place.
 - 9.13.11.3 The labels, tags and stitching should also be of permanently fire resistant material.
- 9.13.12 The Standards and certification testing requirements are:
 - SANS 724; NFPA 70E; EN 340; IEC 61482-2; NFPA 2112; OEKO TEX STD.100; ASTM F1506; ASTM F1959; ASTM F2621.

10 QUANTITIES

Tenderers should note that the quantities on the Price Schedule are anticipated quantities only for the purpose of indicating approximate usage levels. The Employer will order only those quantities that are actually required from time to time and may not order any quantity at all depending on project and customer demand.

11 DELIVERY PERIOD

11.1 The specified delivery period per item is detailed in the Price Schedule.

11.2 Tenderers shall detail in the space provided in the Price Schedule the tendered delivery period per item. Tendered delivery periods that exceed the specified delivery period will be to the approval of the Engineer.

11.3 The contracted delivery period shall be the specified delivery period or an alternative tendered delivery period that has been considered and formally approved by the Engineer at the time of tender award.

11.4 The Contractor shall deliver items ordered from time to time in accordance with this tender within the contracted delivery period unless specifically approved to the contrary by the Engineer.

11.5 The Contractor shall on placement of new purchase orders by the Employer prepare a detailed delivery schedule and submit this to the Engineer within 5 working days of the placement of the orders.

11.6 In cases where large quantities are ordered simultaneously staggered deliveries that extend beyond the contracted delivery period will be considered provided that the delivery schedule has been formally approved by the Engineer.

11.7 Contract deliveries that exceed the contracted delivery period and for which the extended delivery period has not been formally approved by the Engineer will be subject to penalties in accordance with the Special Conditions of Contract.

12 CONTRACT AWARD

12.1 Main and Alternative Contractors

12.1.1 The CCT intends to appoint a Main Contractor and an alternative Contractors for each item (Pricing Schedule - clause 5.8). The Main Contractor will be the highest ranked responsive tenderer, the First Standby Contractor will be the next highest ranking responsive tenderer for the specific item and the Second Standby Contractor the next highest ranking responsive tenderer for the item that is offering equipment of a different Manufacturer to the Main Contractor. If insufficient responsive bids are received, the CCT reserves the right to appoint fewer tenderers, or not to appoint any tenderers at all.

12.1.2 Purchase Orders will in the first instance be placed by the CCT with the Main Contractor.

12.1.3 Should the Main Contractor not be able to meet the contractual commitments relating to a particular order or orders, either in terms of Contractor or Manufacturer delivery performance or of compliance with the requirements of the specification, the Contractor shall advise the CCT within 5 working days of receipt of the order(s). The purchase order(s) will thereafter be cancelled and orders placed with the Standby Contractor, as appropriate.

12.1.4 Should the Main Contractor continually fail to meet the contractual commitments the CCT reserves the right to initiate the Default process, during which the Contractor will be afforded an opportunity to address in consultation with the CCT his contract performance and failure to meet the contractual commitments.

12.1.5 During the course of any such Default process the CCT reserves the right to place orders with the Standby Contractor instead of the Main Contractor and shall retain this right until such time as the Main Contractor has either corrected the non-compliance with the contractual commitments or has provided a proposal to correct the non-compliance with the contractual commitments that is to the satisfaction of the CCT.

12.1.6 In the event that the Main Contractor is formally placed in Default in terms of the specification the contract shall be placed with the Standby Contractor for the balance of the contract period.

12.2 Continuity of Equipment and Suppliers / Manufacturers

- 12.2.1 Contract award will be based upon the technical information supplied with the successful Tenderer's or Tenderers' submissions, and no changes in the equipment tendered or in the equipment Suppliers / Manufacturers will be permitted during the validity period of the contract. Changes sought by the Contractor due to exceptional circumstances should be requested formally by the Contractor and will be subject to the prior formal approval of the Engineer.

13 HEALTH AND SAFETY PLAN

The successful Tenderer(s) will be responsible for the safe loading, transport, delivery and off-loading of the goods strictly in accordance with the requirements of the Occupational Health and Safety Act and all other relevant legislation. To this end the successful Tenderer(s) shall provide a detailed Health and Safety Plan to the City within two weeks of commencement of contract detailing the specific provisions put in place to ensure compliance in this regard.

14 TRADE NAMES OR PROPRIETARY PRODUCTS

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

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

15 EMPLOYMENT OF SECURITY PERSONNEL

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

16 FORMS FOR CONTRACT ADMINISTRATION

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

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

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

In addition to the Monthly Project Labour Report the Supplier shall simultaneously furnish the CCT's Agent with copies of the employment contracts entered into with such labour, together with certified copies of identification documents, 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.

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

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

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

(14.1) MONTHLY PROJECT LABOUR REPORT (EXAMPLE)

ANNEX 1

CITY OF CAPE TOWN MONTHLY PROJECT LABOUR REPORT



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Instructions for completing and submitting forms

General

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

Project Details

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

Beneficiary Details and Work Information

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

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

Submission of Forms

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

PROJECT DETAILS

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

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

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

ANNEX 1 (continued)

MONTHLY PROJECT LABOUR REPORT

BENEFICIARY DETAILS AND WORK INFORMATION

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

CONTRACT OR WORKS PROJECT NUMBER:				Year		Month		Sheet 1 of					
No.	(8) First name	(8) Surname	(8) ID number	(9) New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	(10) Job seeker database (Y/N)	Contract start date (DDMMYY)	(11) Contract end date (DDMMYY)	(12) No. days worked this month (excl. training)	(13) Training days	(14) Rate of pay per day (R – c)	
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
14													
15													
16													
17													
18													
19													
20													
											0	0 R	-
Declared by Contractor or Vendor to be true and correct:		Name		Signature									
		Date											
Received by Employer's Agent / Representative:		Name		Signature									
		Date											

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

TENDER NO. AND DESCRIPTION:

SUPPLIER:

B-BBEE SUB-CONTRACT EXPENDITURE REPORT

Rand Value of the contract (as defined in Schedule 4: Preference Schedule) (P*)	R	B-BBEE Status Level of Prime Supplier	
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Name of Sub-contractor (list all)	B-BBEE Status Level of supplier ¹	Total value of Sub- contract (excl. VAT) ¹	Value of Sub-contract work to date (excl. VAT) ¹	Value of Sub-contract work to Sub-contractors with a lower B- BBEE Status Level than supplier
Sub-contractor A		R	R	R
Sub-contractor B		R	R	R
Sub-contractor C		R	R	R
¹ Documentary evidence to be provided				Total: R
				Expressed as a percentage of P* %

SignaturesDeclared by supplier
to be true and correct:

Date:

Verified by CCT
Project Manager:

Date:

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

TENDER NO. AND DESCRIPTION:

SUPPLIER:

PARTNERSHIP/ JOINT VENTURE (JV)/ CONSORTIUM EXPENDITURE REPORT

Rand value of the contract (as defined in Schedule 4: Preference Schedule) (P*)	R	B-BBEE Status Level of Partnership/ Joint Venture (JV)/ Consortium	
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Name of partners to the Partnership/ JV / Consortium (list all)	B-BBEE Status Level of each partner at contract award	Percentage contribution of each partner as per the Partnership/ JV/ Consortium Agreement ¹ A	Total value of partner's contribution (excl. VAT) ¹ $B = A\% \times P^*$	Value of partner's contribution to date (excl. VAT) ¹ C	Value of partner's contribution as a percentage of the work executed to date $D = C/P^* \times 100$
Partner A		%	R	R	%
Partner B		%	R	R	%
Partner C		%	R	R	%

¹Documentary evidence to be provided**Signatures**Declared by supplier
to be true and correct:

Date:

Verified by CCT
Project Manager:

Date:

