



## TABLE OF CONTENTS

<b>VOLUME 1: THE TENDER</b> .....	<b>3</b>
<b>(1) GENERAL TENDER INFORMATION</b> .....	<b>3</b>
<b>(2) CONDITIONS OF TENDER</b> .....	<b>4</b>
<b>VOLUME 2: RETURNABLE DOCUMENTS</b> .....	<b>21</b>
<b>(3) DETAILS OF TENDERER</b> .....	<b>21</b>
<b>(4) FORM OF OFFER AND ACCEPTANCE</b> .....	<b>23</b>
<b>(5) PRICE SCHEDULE</b> .....	<b>26</b>
<b>(6) SUPPORTING SCHEDULES</b> .....	<b>30</b>
SCHEDULE 1: CERTIFICATE OF AUTHORITY FOR PARTNERSHIPS/ JOINT VENTURES/ CONSORTIUMS.....	30
SCHEDULE 2: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION.....	31
SCHEDULE 3: HDI AND OR RDP SPECIFIC GOALS.....	33
SCHEDULE 4: DECLARATION OF INTEREST – STATE EMPLOYEES (MBD 4 AMENDED) .....	37
SCHEDULE 5: CONFLICT OF INTEREST DECLARATION .....	40
SCHEDULE 6: DECLARATION OF TENDERER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8) .....	41
SCHEDULE 7: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CITY OF CAPE TOWN.....	43
SCHEDULE 8: CONTRACT PRICE ADJUSTMENT AND/OR RATE OF EXCHANGE VARIATION.....	44
SCHEDULE 9: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION .....	50
SCHEDULE 10: PRICE BASIS FOR IMPORTED RESOURCES.....	51
SCHEDULE 11: LIST OF OTHER DOCUMENTS ATTACHED BY TENDERER .....	52
SCHEDULE 12: RECORD OF ADDENDA TO TENDER DOCUMENTS.....	53
SCHEDULE 13: INFORMATION TO BE PROVIDED WITH THE TENDER.....	54
<b>VOLUME 3: DRAFT CONTRACT</b> .....	<b>58</b>
<b>(7) SPECIAL CONDITIONS OF CONTRACT</b> .....	<b>58</b>
<b>(8) GENERAL CONDITIONS OF CONTRACT</b> .....	<b>68</b>
<b>(9) FORM OF GUARANTEE / PERFORMANCE SECURITY</b> .....	<b>78</b>
<b>(10) FORM OF ADVANCE PAYMENT GUARANTEE</b> .....	<b>80</b>
<b>(10.1) ADVANCE PAYMENT SCHEDULE</b> .....	<b>82</b>
<b>(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT</b> .....	<b>83</b>
<b>(12) INSURANCE BROKER’S WARRANTY (PRO FORMA)</b> .....	<b>84</b>
<b>(13) SPECIFICATION(S)</b> .....	<b>85</b>
<b>(14) MONTHLY PROJECT LABOUR REPORT (EXAMPLE)</b> .....	<b>94</b>

## VOLUME 1: THE TENDER

### (1) GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	25 August 2023
SITE VISIT/CLARIFICATION MEETING	:	Not Applicable
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	Not Applicable
TENDER BOX & ADDRESS	:	<b>Tender Box as per front cover at the Tender &amp; Quotation Boxes Office, 2<sup>nd</sup> Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.</b>
	:	<p>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 <b>"TENDER NO. 39G/2023/24: SUPPLY AND DELIVERY OF ELECTRICITY PREPAYMENT METERS"</b> 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.</p> <p>If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer's responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.</p>

**CCT TENDER REPRESENTATIVE**

Name: EUGENE COETZEE

Tel. No.: (021) 444 2772

Email: Eugene.coetzee@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 two tenderers (the highest ranked tenderer ("the winner") and in addition an "alternative tenderer") for the allocation of work. If insufficient responsive bids are received, the CCT reserves the right to appoint fewer tenderers, or not to appoint any tenderers at all.

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

The contract shall be for a period of up to **24 months** from the commencement date of the contract.

### **2.1.5.2 Proposal procedure using the two stage-system**

A two-stage system will not be followed.

### **2.1.5.3 Nomination of Standby**

Standby 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 standby bidder in terms of the procedures included in 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:** 20<sup>th</sup> Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

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

**Via email at:** [MSA.Appeals@capetown.gov.za](mailto: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:** 20<sup>th</sup> Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

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

**Via email at:** [Access2info.Act@capetown.gov.za](mailto:Access2info.Act@capetown.gov.za)

**2.1.6.6 Compliance to the City's Appeals Policy.**

*"In terms of the City's Appeals Policy, a fixed upfront administration fee will be charged. In addition, a surcharge may be imposed for vexatious tender related appeals.*

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

*Should the payment of the administration fee of R300.00 not be received, such fee will be added as a Sundry Tariff to your municipal account.*

*In the event where you do not have a Municipal account with the City, the fee may be recovered in terms of the City's Credit Control and Debt Collection By-law, 2006 (as amended) and its Credit Control and Debt Collection Policy."*

**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, 2<sup>nd</sup> 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](http://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.

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

The Employer, its employees, representatives and sub-contractors may, from time to time, Process the Contractor's and/or its employees', representatives' and/or sub-contractors' Personal Information, for purposes of, and/or relating to, the tender, this agreement, for research purposes, and/or as otherwise may be envisaged in the Employer's Privacy Notice and/or in relation to the Employer's Supply Chain Management Policy or as may be otherwise permitted by law. This includes the employers due diligence assurance provider and the Appeal Authority

## 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. An 'acceptable tender must "COMPLY IN ALL' aspects with the tender conditions, specifications, pricing instructions and contract conditions.**

#### 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 practices 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**

#### **2.2.1.1.7 Provision of samples**

Only those tenders submitted by tenderers who provided acceptable samples as stated in the Tender Specifications clause 13.1 will be declared responsive.

#### **2.2.2 Cost of tendering**

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

#### **2.2.3 Check documents**

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

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

#### **2.2.4 Confidentiality and copyright of documents**

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

#### **2.2.5 Reference documents**

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

#### **2.2.6 Acknowledge and comply with notices**

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

#### **2.2.7 Clarification meeting**

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

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

#### **2.2.8 Seek clarification**

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

#### **2.2.9 Pricing the tender offer**

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

#### **2.2.10 Alterations to documents**

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

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

#### **2.2.11 Alternative tender offers**

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

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

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

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

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

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

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

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

#### **2.2.12 Submitting a tender offer**

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

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

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

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

<b>Part</b>	<b>Heading</b>
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 (**Section 2, Part A**) the tenderer warrants that all information provided in the tender submission is true and correct.

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

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

#### **2.2.13 Information and data to be completed in all respects**

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

#### **2.2.14 Closing time**

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

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

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

#### **2.2.15 Tender offer validity and withdrawal of tenders**

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

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

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

- a) it shall be liable to the CCT for any additional expense incurred or losses suffered by the CCT in having either to accept another tender or, if new tenders have to be invited, the additional expenses incurred or losses suffered by the invitation of new tenders and the subsequent acceptance of any other tender;
- b) the CCT shall also have the right to recover such additional expenses or losses by set-off against monies which may be due or become due to the tenderer under this or any other tender or contract or

against any guarantee or deposit that may have been furnished by the tenderer or on its behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses or losses, the CCT shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or loss.

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

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

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

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

#### **2.2.17 Provide other material**

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

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

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

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

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

#### **2.2.18 Samples, Inspections, tests and analysis**

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

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

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

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

### 2.2.19 Certificates

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

#### 2.2.19.1. Broad-Based Black Economic Empowerment Documentation

In order to qualify for preference points for HDI and/or Specific Goals, it is the responsibility of the tenderer to submit documentary proof, as either certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act or any other legislation relevant for the points claimed for that specific goal.

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

#### 2.2.19.2 Evidence of tax compliance

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant subject to the requirements of clause 2.2.1.1.2.h. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Compliance Status PIN number issued by SARS to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2<sup>nd</sup> 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 Compliance Status PIN number.

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 indicated.

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

### **2.3.4 Two-envelope system**

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

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

### **2.3.5 Non-disclosure**

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

### **2.3.6 Grounds for rejection and disqualification**

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

### **2.3.7 Test for responsiveness**

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

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

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

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

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

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

### **2.3.8 Arithmetical errors, omissions and discrepancies**

**2.3.8.1** Check the responsive tenders for:

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

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

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

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

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

The tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such

other related amounts as are agreed on by the CCT, but this shall be done without altering the tender offer in accordance with this clause.

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

### **2.3.9 Clarification of a tender offer**

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

### **2.3.10 Evaluation of tender offers**

#### **2.3.10.1 General**

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

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

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

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

#### **2.3.10.2 Decimal places**

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

#### **2.3.10.3 Scoring of tenders (price and preference)**

**2.3.10.3.1** Points for price will be allocated in accordance with the formula set out in this clause based on the amount as set out in the **Price Schedule (Part 5)**.

**The tender will be awarded per main item. A further breakdown is provided in clause 5.8 of the pricing instruction.**

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

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



#### 2.3.10.3.4 Applicable formula:

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

Price shall be scored as follows:

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

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

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

#	Specific goals allocated points	Preference Points (90/10) <i>Above R50 mil</i>	Evidence
	<i>Persons, or categories of persons, historically disadvantaged- (HDI) by unfair discrimination on the basis of</i>		
1	<b>Gender are women (ownership)*</b>  >75% - 100% women ownership: 3 points >50% - 75% women ownership: 2 points >25% - 50% women ownership: 1.5 points >0% - 25% women ownership: 0.5 points 0% women ownership = 0 points	3	<ul style="list-style-type: none"> <li>Company Registration Certification</li> <li>Central Supplier Database report</li> </ul>
2	<b>Race are black persons (ownership)*</b>  >75% - 100% black ownership: 3 points >50% - 75% black ownership: 2 points >25% - 50% black ownership: 1.5 points >0% - 25% black ownership: 0.5 points 0% black ownership = 0 points	3	<ul style="list-style-type: none"> <li>B-BBEE certificate;</li> <li>Company Registration Certification</li> <li>Central Supplier Database report</li> </ul>
3	<b>Disability are disabled persons (ownership)*</b>  WHO disability guideline >2% ownership: 1 point >0% - 2% ownership: 0.5 point 0% ownership = 0 points	1	<ul style="list-style-type: none"> <li>Proof of disability</li> <li>Company Registration Certification</li> </ul>
	<i>Reconstruction and Development Programme (RDP) as published in Government Gazette</i>		
4	<b>Promotion of Micro and Small Enterprises</b> <i>Micro with a turnover up to R20million and Small with a turnover up to R80 million as per National Small Enterprise Act, 1996 (Act No.102 of 1996)</i>  <i>SME partnership, sub-contracting, joint venture or consortiums</i>	3	<ul style="list-style-type: none"> <li>B-BBEE status level of contributor;</li> <li>South African owned enterprises;</li> <li>Financial Statement to determine annual turnover</li> </ul>
	<b>Total points</b>	<b>10</b>	

\*Ownership: main tendering entity

#### **2.3.10.5 Risk Analysis**

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

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

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

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

#### **2.3.11 Negotiations with preferred tenderers**

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

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

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

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

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

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

#### **2.3.12 Acceptance of tender offer**

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

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

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

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

- a) is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system, preventing participation in the 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 a standby 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 standby bidder in terms of the procedures included its SCM Policy.

### **2.3.13 Prepare contract documents**

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

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

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


### **2.3.14 Notice to successful and unsuccessful tenderers**

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

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

### **2.3.15 Provide written reasons for actions taken**

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

<b>TENDER DOCUMENT GOODS AND SERVICES</b>		 <b>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</b>	
<b>SUPPLY CHAIN MANAGEMENT</b>			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 9.1	Page 20 of 66

**TENDER NO: 39G/2023/24**

**TENDER DESCRIPTION: SUPPLY AND DELIVERY OF ELECTRICITY PREPAYMENT METERS**

**CONTRACT PERIOD: NOT EXCEEDING 24 MONTHS FROM DATE OF COMMENCEMENT OF CONTRACT**

## VOLUME 2: RETURNABLE DOCUMENTS

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

NATURE OF TENDER OFFER (please indicate below)	
<b>Main Offer</b> (see clause 2.2.11.1)	
<b>Alternative Offer</b> (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):

<b>Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual /Sole Proprietor</b>	
<b>Trading as</b> (if different from above)	
<b>Company / Close Corporation registration number</b> (if applicable)	
<b>Postal address</b>	Postal Code _____
<b>Physical address</b> (Chosen domicilium citandi et executandi)	Postal Code _____
<b>Contact details of the person duly authorised to represent the tenderer</b>	Name: Mr/Ms _____ (Name & Surname)  Telephone:( ____ ) _____ Fax:( ____ ) _____ Cellular Telephone: _____ E-mail address: _____
<b>Income tax number</b>	
<b>VAT registration number</b>	
<b>SARS Tax Compliance Status PIN</b>	
<b>City of Cape Town Supplier Database Registration Number</b> (See Conditions of Tender)	
<b>National Treasury Central Supplier Database registration number</b> (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)
<b>Questionnaire to Bidding Foreign Suppliers</b>	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 39G/2023/24: THE SUPPLY AND DELIVERY OF ELECTRICITY PREPAYMENT METERS

#### OFFER: (TO BE FILLED IN BY TENDERER):

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

<b>Name of Tendering Entity*</b> ("the tenderer")	
<b>Trading as</b> (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 39G/2023/24: THE SUPPLY AND DELIVERY OF ELECTRICITY PREPAYMENT METERS

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

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

The terms of the contract are contained in:

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

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

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

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

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

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



## FORM OF OFFER AND ACCEPTANCE (continued)

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

### Schedule of Deviations

#### Notes:

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

1 Subject .....

Details .....

.....  
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.....

2 Subject .....

Details .....

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.....

3 Subject .....

Details .....

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.....

4 Subject .....

Details .....

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.....

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

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

## (5) PRICE SCHEDULE

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

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

### Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.
- 5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 5.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 5.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 5.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.**
- 5.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.
- 5.8 Tenderers are to note that each main item (1,2,3,4,5,6,7,8,9 and 10) will be awarded separately. Should tenderers tender on main item listed below **they must price** for the applicable sub-items as indicated below in order to be considered responsive for this tender:
  - Items 4 and 4.1
  - Items 5 and 5.1
  - Items 6 and 6.1
  - Items 7 and 7.1
  - Items 8 and 8.1
  - Items 9 and 9.3

Items 6.2, 6.3, 7.2, 8.2, 9.1 and 9.2 are optional and will only be awarded with the applicable main item.

INITIALS OF CITY OFFICIALS		
1	2	3

Item No	Description	Base Price Delivered, each (Excl. VAT)	Delivery Period (Weeks)	Manufacturer's Details
1	Single-phase common base prepayment meters active meter unit, each rated at 80 A, 230 V, 50 Hz.	R	8	
2	Common base enclosure associated with item 1	R	8	
3	Three-phase prepayment meters each rated at 100 A, 400 V, 50 Hz, 4 wire type.	R	8	
4	Single-phase split prepayment meters measuring and control unit (MCU) each rated at 80 A, 230 V, 50 Hz, communication via two core cable.	R	8	
4.1	Common base CIU for item 4, without the base.	R	8	
5	Three-phase split prepayment meters measuring and control unit (MCU), each rated at 100 A, 400 V, 50 Hz, 4 wire type, communication via two core cable.	R	8	
5.1	Customer interface unit (CIU) associated with item 5	R	8	
6	ELEC METER - TYPE: Pre-paid Split; RAIL: Din; AMPS: 80 A; VOLTAGE: 230 V; 50 Hz; PHASE: Single Phase; SPECIFICATIONS: Communication via Power Line Telecommunication (PLT) protocol using OFDM technology (Mains Borne) for self powered common base CIU.	R	8	
6.1	Common base CIU for item 6 without the base. KEYPAD (Customer Interface Unit-CIU) - TYPE: Common Base; <b>Self-Powered</b> using OFDM Power Line Telecommunication (PLT) technology ; AMP: 80A; VOLTAGE: 230V .	R	8	

Item No	Description	Base Price Delivered, each (Excl. VAT)	Delivery Period (Weeks)	Manufacturer's Details
6.2	Metering keypad (CIU) for item 6. Split, with <b>plug top</b> and battery back-up; Mains Borne using OFDM Power Line Telecommunication(PLT). To be used with single phase and three phase meters.	R	8	
6.3	Specialised CIU as per NRS 049-4-2 (Draft may be requested if published version is not available)	R	8	
7	ELEC METER - TYPE: Pre-paid Split; AMP: 100 A; VOLTAGE: 400 V; 50 Hz; PHASE: Three Phase; SPECIFICATIONS: Communication via Power Line Telecommunication (PLT) protocol using OFDM technology ((Mains Borne) .	R	8	
7.1	Metering keypad (CIU) for item 7. Split, with plug top and battery back-up; Mains Borne using OFDM Power Line Telecommunication(PLT). To be used with single phase and three phase meters.	R	8	
7.2	Specialised CIU as per NRS 049-4-2 (Draft may be requested if published version is not available)	R	8	

Item No	Description	Base Price Delivered, each (Excl. VAT)	Delivery Period (Weeks)	Manufacturer's Details
8	Three-phase split prepayment meter measuring control unit (MCU) each rated at 100 A, 400 V, 50 Hz, 4 wire type, with radio protocol, internal antenna, excluding CIU.	R	8	
8.1	Battery powered Customer Interface Unit (CIU) including AA batteries.	R	8	
8.2	Extender for item 8 to strengthen/repeat radio signal	R	8	
9	Single-phase split prepayment meter measuring and control unit (MCU), each rated at 80 A, 230 V, 50 Hz, radio protocol with internal antenna for self-powered common base CIU. Suitable for <b>DIN rail</b> .	R	8	
9.1	Common base CIU for item 9 without the base.	R	8	
9.2	Extender for item 9 to strengthen/repeat radio signal	R	8	
9.3	Battery powered CIU for item 9 including battery with AA batteries.	R	8	
10	Passive common base cover with bridge-pieces suitable for item 2.	R	8	

**(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:

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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 POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

#### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

a) The applicable preference point system for this tender is the 90/10 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	90
<b>SPECIFIC GOALS</b>	10
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

#### 2. Definitions

The following definitions shall apply to this schedule:

- (a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing

- and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

##### 3.1.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

90/10

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

Where

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

### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Maximum number of points allocated (90/10 system)	Number of points claimed (90/10 system) (To be completed by the tenderer)
<b>Gender are women (ownership)*</b>	3	
<b>Race are black persons (ownership)*</b>	3	
<b>Disability are disabled persons (ownership)*</b>	1	
<b>Promotion of Micro and Small Enterprises</b>	3	
<b>Total</b>	<b>10</b>	

## DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 4.1 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....  
DATE: .....  
ADDRESS: .....  
.....  
.....  
.....

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

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

1. No bid will be accepted from:
  - 1.1 persons in the service of the state<sup>1</sup>, 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, shareholder<sup>2</sup>)......
  - 3.4 Company or Close Corporation Registration Number:.....
  - 3.5 Tax Reference Number.....
  - 3.6 VAT Registration Number:.....
  - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
  - 3.8 Are you presently in the service of the state? **YES / NO**
    - 3.8.1 If yes, furnish particulars .....
  - 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
    - 3.9.1 If yes, furnish particulars .....
  - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
    - 3.10.1 If yes, furnish particulars .....
  - 3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
    - 3.11.1 If yes, furnish particulars.....
  - 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars .....

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

3.13.1 If yes, furnish particulars .....

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

3.14.1 If yes, furnish particulars .....

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

3.15.1 If yes, furnish particulars .....

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

3.16.1 If yes, furnish particulars .....

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

Full Name	Identity Number	State Employee Number

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

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

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

\_\_\_\_\_  
Date

<sup>1</sup>MSCM Regulations: “in the service of the state” means to be –

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

<sup>2</sup> 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><b>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?</b></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><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
2.1.1	If so, furnish particulars:		
2.2	<p>Is the tenderer or any of its directors/members listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or Database of Restricted Suppliers?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
2.2.1	If so, furnish particulars:		
2.3	Was the tenderer or any of its directors/members convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>

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

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

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

\_\_\_\_\_  
 Date

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

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: \_\_\_\_\_  
(Name of tenderer)

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

The tenderer:

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

Physical <b>Business</b> 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 <b>residential</b> 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 Rate of Exchange Variation

### 8.1 PRICING INSTRUCTIONS:

- 8.1.1 The Contract Price Adjustment mechanisms and/or provisions relating to SEIFSA indices 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 Failure to specify the information in Schedule 8 in the Tender shall mean that the prices are fixed or shall be deemed to be fixed.
- 8.1.5 The prices stipulated on the pricing schedule shall be subject to price adjustment as follows:

### 8.2 CONTRACT PRICE ADJUSTMENT

#### 8.2.1 Tenderers that are Manufacturers of the Tendered Items:

***Tenderers that are manufacturers*** of the tendered items are subject to contract price adjustment based on SEIFSA INDICES and shall complete only the following option:

#### a) **Increase using SEIFSA indices**

Published indices shall be applied quarterly to determine a fixed rate for the following three months, as detailed in Clause 8.3.1 of Schedule 8.

Material, exchange rate 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.

The tables published at <https://pips.seifsa.co.za/table-of-indeces/> shall be used to complete the schedule.

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.

## 8.2.2 **Tenderers that are not Manufacturers of the Tendered Items**

***Tenderers that are NOT manufacturers*** of the tendered items are subject to contract price adjustment based on the SIEFSA INDICES and shall complete only the following option:

### **a) Increase using SEIFSA indices**

Published indices shall be applied quarterly to determine a fixed rate for the following three months, as detailed in Clause 8.3.1 of Schedule 8.

Material, exchange rate 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.

The tables published at <https://pips.seifsa.co.za/table-of-indeces/> shall be used to complete the schedule.

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.

## **8.3 PRICE VARIATION CLAIM (QUARTERLY)**

### **8.3.1 SEIFSA Index based Contract Price Variations (Refer to 8.2 above)**

8.3.1.1 This section is applicable to all Tenderers.

8.3.1.2 SEIFSA based contract price adjustment is applicable to all items.

8.3.1.3 The contract price per item shall be adjusted monthly in advance of placement of orders, and the adjusted contract price shall be applicable for purchase orders placed during the following full calendar month.

8.3.1.4 Fluctuations in the prices of materials, exchange rates and labour will be acceptable for the Contract Price Adjustment calculations.

8.3.1.5 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.

8.3.1.6 Adjusted contract prices per item shall be calculated based upon the SEIFSA indices published in the calendar month of application.

8.3.1.7 Material, exchange rate and labour price variation shall be calculated based upon the SEIFSA base material, exchange rate and labour indices and the stipulated price proportions as detailed in Annexure A of Schedule 8.

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

8.3.1.9 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 quarter with an application for the amended unit prices to be applicable to the contract during the following three months.
- b) The application shall be based upon the SEIFSA indices published during the calendar month of application (published before the end of the second week of the month and detailing the latest available indices) and shall detail the proposed adjustment.

- c) Calculations of the contract price adjustment shall use the original tendered unit rates, the base indices, the indices published for 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 quarter 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 prices.
- e) The Employer will update the SAP Contract records at the end of the month with the approved amended unit prices for the following months.
- f) All purchase orders for the contracted Goods issued during a calendar month shall be issued, invoiced and paid at the contract unit prices approved for that calendar month 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 items 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 item if it is not to the Employer's advantage.
- i) The successful Contractor shall immediately upon notification of commencement date of contract submit written application for approval of adjusted prices 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) Subsequently, the contractor shall only be allowed to claim for price adjustment once every three months using the procedure as per Clause 8.3.1.10 a) above.
- k) 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 quarter of the contract.

### **8.3.2 Contract Price Adjustment – General**

8.3.2.1 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](mailto:CPA.Request@capetown.gov.za).

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

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 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.

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 8A: Contract Price Adjustment

### BASE PRICES

Where tender prices are subject to adjustment the prices quoted shall be subject to price variation based upon the SEIFSA rates for the percentages detailed below.

For the purposes of this tender the **base month** shall be the month prior to the closing date of the tender\_\_\_\_\_

Heading no.:	1	2	3	4	5	LABOUR
SEIFSA Table No:						
SEIFSA ITEM DESCRIPTION:						

ITEM NO.	DESCRIPTION	MATERIAL					LABOUR	FIXED PORTION OF TENDER PRICE (Min 10 %) (%)
		The percentage contributions to the total price per item are as follows:-					Proportion of Price Attributed to Labour Cost (%)	
		1	2	3	4	5		
		Proportion of Price (%)	Proportion of Price (%)	Proportion of Price (%)	Proportion of Price (%)	Proportion of Price (%)		
1	Single-phase common base prepayment meters active meter unit, each rated at 80 A, 230 V, 50 Hz.							
2	Common base enclosure associated with item 1							
3	Three-phase prepayment meters each rated at 100 A, 400 V, 50 Hz, 4 wire type.							
4	Single-phase split prepayment meters measuring and control unit (MCU) each rated at 80 A, 230 V, 50 Hz, communication via two core cable.							
4.1	Common base CIU for item 4, without the base.							
5	Three-phase split prepayment meters measuring and control unit (MCU), each rated at 100 A, 400 V, 50 Hz, 4 wire type, communication via two core cable.							
5.1	Customer interface unit (CIU) associated with item 5							

6	ELEC METER - TYPE: Pre-paid Split; RAIL: Din; AMPS: 80 A; VOLTAGE: 230 V; 50 Hz; PHASE: Single Phase; SPECIFICATIONS: Communication via Power Line Telecommunication (PLT) protocol using OFDM technology (Mains Borne) for self powered common base CIU.							
6.1	Common base CIU for item 6 without the base. KEYPAD (Customer Interface Unit-CIU) - TYPE: Common Base; <b>Self-Powered</b> using OFDM Power Line Telecommunication (PLT) technology ; AMP: 80A; VOLTAGE: 230V .							
6.2	Common base CIU for item 6 without the base. KEYPAD (Customer Interface Unit-CIU) - TYPE: Common Base; CIU using OFDM Power Line Telecommunication (PLT) technology with <b>battery back-up</b> ; AMP: 80A; VOLTAGE: 230V .							
6.3	Metering keypad (CIU) for item 6. Split, with <b>plug top</b> and battery back-up; Mains Borne using OFDM Power Line Telecommunication(PLT). To be used with single phase and three phase meters.							
6.4	Specialised CIU as per NRS 049-4-2 (Draft may be requested if published version is not available)							
7	ELEC METER - TYPE: Pre-paid Split; AMP: 100 A; VOLTAGE: 400 V; 50 Hz; PHASE: Three Phase; SPECIFICATIONS: Communication via Power Line Telecommunication (PLT) protocol using OFDM technology ((Mains Borne) .							
7.1	Metering keypad (CIU) for item 7. Split, with plug top and battery back-up; Mains Borne using OFDM Power Line Telecommunication(PLT). To be used with single phase and three phase meters.							
7.2	Specialised CIU as per NRS 049-4-2 (Draft may be requested if published version is not available)							
8	Three-phase split prepayment meter measuring control unit (MCU) each rated at 100 A, 400 V, 50 Hz, 4 wire type, with radio protocol, internal antenna,excluding CIU.							
8.1	Battery powered Customer Interface Unit (CIU) including AA batteries.							
8.2	Extender for item 8 to strengthen/repeat radio signal							



9	Single-phase split prepayment meter measuring and control unit (MCU), each rated at 80 A, 230 V, 50 Hz, radio protocol with internal antenna for self-powered common base CIU. Suitable for DIN rail.							
9.1	Common base CIU for item 9 without the base.							
9.2	Extender for item 9 to strengthen/repeat radio signal							
9.3	Battery powered CIU for item 9 including battery with AA batteries.							
10	Passive common base cover with bridge-pieces suitable for item 2.							

## Schedule 9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender [DRAFTER TO INSERT TENDER NUMBER AND DESCRIPTION] 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 consortium<sup>1</sup> 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))

**(<sup>1</sup> 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: Price Basis for Imported Resources**

NOT USED

<b>Schedule 11: List of other documents attached by tenderer</b>
--

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

Attach additional pages if more space is required.

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

\_\_\_\_\_  
 Date

<b>Schedule 12: Record of Addenda to Tender Documents</b>
---

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

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

Attach additional pages if more space is required.

**SIGNED ON BEHALF OF TENDERER:** .....

### Schedule 13: Information to be provided with the tender

The following information shall be provided with the Tender:

- a) All technical literature as per specification requirements
- b) Schedule 13A – Table of non-compliance
- c) Schedule 13B – Table of stated return values
- c) OEM letter to be provided for authorised reseller

**SIGNED ON BEHALF OF TENDERER:** .....

#### Schedule 13A : Table of Non-Compliance

No.	Item	Paragraph	Detail
1			
2			
3			
4			
5			
6			

7			
8			
9			
10			

I hereby declare that the items tendered are in accordance with the detail specifications, except for the details as listed in schedule 13A.


---

signed

**Schedule 13B : Table of Stated Return Values**

Clause	Paragraph	Return value	Reference
5.3.1	Tenderers shall state the Mean Time Between Failure (MTBF) in years of the products offered		
5.5	Tenderers shall state the percentage MCUs removed from field due to communication failures.		
5.7	Tenderers shall state what measures they have adopted to achieve to inhibit tampering.		



<b>TENDER DOCUMENT GOODS AND SERVICES</b>		 <b>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</b>	
<b>SUPPLY CHAIN MANAGEMENT</b>			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 9.1	Page 57 of 66

**TENDER NO: 39G/2023/24**

**TENDER DESCRIPTION: SUPPLY AND DELIVERY OF ELECTRICITY PREPAYMENT METERS**

**CONTRACT PERIOD: NOT EXCEEDING 24 MONTHS FROM DATE OF COMMENCEMENT OF CONTRACT**

## VOLUME 3: DRAFT CONTRACT

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

NATURE OF TENDER OFFER (please indicate below)	
<b>Main Offer</b> (see clause 2.2.11.1)	
<b>Alternative Offer</b> (see clause 2.2.11.1)	

## VOLUME 3: DRAFT CONTRACT

### (7) SPECIAL CONDITIONS OF CONTRACT

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

#### 1. Definitions

*Delete Clause 1.15 and substitute with the following*

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

*Delete Clause 1.19 and substitute with the following*

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

*Delete Clause 1.21 and substitute with the following:*

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

*Add the following after Clause 1.25:*

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

#### 3. General Obligations

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

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

3.5 The **supplier** shall:

3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the order:

- a) Proof of Insurance (Refer to Clause 11) or Insurance Broker's Warrantee
- b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11)
- c) Initial delivery programme
- d) Other requirements as detailed in the tender documents

3.5.2 Only when notified of the acceptance of the bid by the issuing of the order, the supplier shall commence with and carry out the delivery of the goods in accordance with the contract, to the satisfaction, of the purchaser

3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the goods including any temporary services that may be required

3.5.4 Insure his workmen and employees against death or injury arising out of the delivery of the goods

3.5.5 Be continuously represented during the delivery of the goods by a competent representative duly authorised to execute instructions;

3.5.6 In the event of a loss resulting in a claim against the insurance policies stated in clause 11, pay the first amount (excess) as required by the insurance policy

3.5.7 Comply with all written instructions from the purchaser subject to clause 18

3.5.8 Complete and deliver the goods within the period stated in clause 10, or any extensions thereof in terms of clause 21

3.5.9 Make good at his own expense all incomplete and defective goods during the warranty period

3.5.10 Pay to the purchaser any penalty for delay as due on demand by the purchaser. The supplier hereby consents to such amounts being deducted from any payment to the supplier.

3.5.11 Comply with the provisions of the OHAS Act & all relevant regulations.

3.5.12 Comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements.

3.5.13 Deliver the goods in accordance with the contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

3.6 The **purchaser** shall:

3.6.1 Issue orders for the goods required under this Contract. No liability for payment will ensue for any work done if an official purchase order has not been issued to the supplier.

3.6.2 Make payment to the **supplier** for the goods as set out herein.

3.6.3 Take possession of the goods upon delivery by the supplier.

3.6.4 Regularly inspect the goods to establish that it is being delivered in compliance with the contract.

3.6.5 Give any instructions and/or explanations and/or variations to the supplier including any relevant advice to assist the supplier to understand the contract documents.

3.6.6 Grant or refuse any extension of time requested by the supplier to the period stated in clause 10.

3.6.7 Inspect the goods to determine if, in the opinion of the purchaser, it has been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.

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

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

*Add the following after clause 5.4:*

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

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

5.6 Publicity and publication

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

5.7 Confidentiality

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

5.8 Intellectual Property

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

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

5.8.3 The supplier shall, and warrants that it shall:

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

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

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

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

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

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

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

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

## **7. Performance Security**

'Not Applicable. 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 **5 years** after the goods have been delivered.

## **16. Payment**

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

16.1 Payment of invoices will be made within 30 days of receiving the relevant invoice or statement, unless otherwise prescribed for certain categories of expenditure or specific contractual requirements in accordance with any other applicable policies of the City. All completed invoices for goods and services will be paid on a weekly basis and construction related invoices will be paid daily.

Notwithstanding anything contained above, the City shall not be liable for payment of any invoice that pre dates the date of delivery of any goods or services, or the date of certification for construction works.

Should the processing of a payment be delayed due to the late submission of documentation, any penalties imposed will be for the account of the functional business area. Any queries will also be referred to such line department.

No official shall commit Council to making a payment outside the scheduled payment terms

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

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

*Add the following after clause 16.4*

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

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

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

## **17. Prices**

*Add the following after clause 17.1*

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

17.3 If as a result of any extension of time granted the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then contract price adjustment may apply to that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents.

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

a) SEIFSA - Refer to Schedule 8 for additional conditions.

17.5 Only one CPA adjustment will be allowed every quarter.

17.6 Failure to specify the information in Schedule 8 shall mean that the prices are fixed or shall be deemed to be fixed.

## **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.

22.2 The penalty for this contract shall be as per Clause 17 of detailed specifications

- 22.3 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, 2<sup>nd</sup> 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.

### **36. Final Order Date**

36.1 The contract termination date shall be as per the “Form of Offer.” The final order date shall be **8 weeks** prior the contract termination date. Any order placed after the final order date will be null and void unless the contractor confirms with the City in writing that the order will be completed and delivered before the contract termination date. Any orders delivered after the contract termination date may not be accepted by the City.

36.2 The current SCM Policy requires that final deliveries be made prior to contract termination date. Long lead time items requires that the final order on this contract shall be issued **8 weeks** prior contract termination. The City therefore may choose to establish a new contract for similar goods any time after this final order date to ensure continued service delivery.

### **37. Protection of personal information**

- 37.1 The Supplier acknowledges that, for the purposes of this agreement, they may come into contact with or have access to personal information and other information that may be classified or deemed as private or confidential and for which Purchaser is responsible in terms of Protection of Personal Information Act (“POPIA”). Such personal information may also be deemed or considered as private and confidential as it relates to POPIA.
- 37.2 The Supplier agrees that they will at all times comply with POPIA and Purchaser’s Privacy Notice, and that it shall only collect, use and process personal information it comes into contact with pursuant to this agreement in a lawful manner, and only to the extent required to execute the services, or to provide the goods and to perform their obligations in terms of the service level agreement.

- 37.3 The Supplier agrees that it shall put in place, and at all times maintain, appropriate physical, technological and contractual security measures to ensure the protection and confidentiality of the personal information that it, or its employees, its contractors or other authorised individuals comes into contact in relation to the service level agreement.
- 37.4 The supplier agrees that it shall notify the Purchaser immediately where there are reasonable grounds to believe that the personal information of a data subject has been accessed or acquired by any unauthorised person.
- 37.5 Unless so required by law, the Supplier agrees that it shall treat the personal information as confidential and further not disclose any personal information as defined in POPIA to any third party without the prior written consent of the Purchaser.
- 37.6 The Supplier hereby indemnifies and holds the Purchaser harmless against all claims, losses, damages and costs of whatsoever nature suffered by the Purchaser arising from or in relation to the Supplier's (and/or its employees', agents' and sub-contractors') non-compliance with applicable data protection laws and/or other legislation.

**38. Performance Review**

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

## (8) GENERAL CONDITIONS OF CONTRACT

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

### TABLE OF CLAUSES

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

### 1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

## **2. Application**

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

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

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

## **3. General**

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

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://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.
- 7.2 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:
- a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than 30 (thirty) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in the SCC.

## **8. Inspections, tests and analyses**

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

## **9. Packing**

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

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental Services**

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

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

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

**14. Spare parts**

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

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

**15. Warranty**

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

15.2 This warranty shall remain valid for 12 (twelve) months after the goods, or any portion thereof, as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or



for 18 (eighteen) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in the SCC.

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

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

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

## **16. Payment**

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

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

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

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

## **17. Prices**

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

## **18. Contract Amendments**

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

## **19. Assignment**

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

## **20. Subcontracts**

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

## **21. Delays in the supplier's performance**

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

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

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

- 21.4 The right is reserved to procure, outside of the contract, small quantities of supplies; or to have minor essential services executed if an emergency arises, or the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and, without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

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

## **23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person is or was, in the opinion of the Accounting Officer/Authority, actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within 5 (five) working days of such imposition, furnish the National Treasury with the following information:
- (i) the name and address of the supplier and/or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction;
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

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

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

## **24. Anti-dumping and countervailing duties and rights**

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

## **25. Force majeure**

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

## **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.
- 27.2 If, after 30 (thirty) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,  
 (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due to the supplier.

## **28. Limitation of Liability**

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

Clause 6:

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

## **29. Governing language**

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

## **30. Applicable Law**

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

## **31. Notices**

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

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

## **32. Taxes and Duties**

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

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

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

## **33. National Industrial Participation (NIP) Programme**

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

## **34 Prohibition of Restrictive practices**

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

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.

34.3 If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other

remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.

**(9) FORM OF GUARANTEE / PERFORMANCE SECURITY**

**NOT APPLICABLE**

**ANNEXURE****LIST OF APPROVED FINANCIAL INSTITUTIONS**

The following financial institutions are currently (as at 28 February 2023) approved for issue of contract guarantees to the City:

**1.1 National Banks**

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

**1.2 International Banks (with branches in South Africa)**

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

**1.3 Insurance Companies**

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

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

"Guarantor" means: .....

Physical address of guarantor: .....

"Supplier" means: .....

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

Amount in words: .....

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

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

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

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

Amount in words: .....

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



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

Signed at .....

Date .....

Guarantor's signatory (1) .....

Capacity .....

Guarantor's signatory (2) .....

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....

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

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

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

<b>Plant and materials which have been manufactured and are stored by the supplier</b>	<b>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:</b>
DRAFTER TO LIST: Steel gantries for overhead signage	Imported ductile iron pipes
Closed circuit television equipment for road traffic surveillance	Pipes and valves for large diameter pipelines
Precast concrete beams	

**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 [DRAFTER TO SELECT PERCENTAGE: %] 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/Mandatar/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 at ..... on the ..... day of ..... 20 ....

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Mandatar**

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.:** 2013/14

**TENDER DESCRIPTION:**

NAME OF SUPPLIER: \_\_\_\_\_

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the 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)****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"

**1 SCOPE OF SPECIFICATION**

- 1.1 This specification provides for the supply, delivery and off-loading of Standard Transfer Specification (STS) prepayment meters as per price schedule
- 1.2 Tenderer must tender for both the main item and any sub items required in order for the unit to functionally operate as required.
- 1.3 Actual quantities are not available as the City will procure on an as and when required basis in line with operational requirements.

**2 APPLICABLE STANDARDS**

- 2.1 The STS ED's shall generally comply with the latest versions of the following standards:
- 2.2
 

SANS 1524 - 1	- Electricity payment systems Part 1: Prepayment meters
SANS 62052-11	- Electricity metering equipment (a.c.) – General requirements, tests and test conditions Part 11: Metering equipment
NRS 009	- Electricity sales systems
SANS 2859-1	- Sampling procedures for inspection by attributes – Part 1
IEC 62053-52	- Standard Electricity Metering Equipment
Draft NRS 049-4-2	- Smart prepayment meters – Data communication over a personal area network and the internet
- 2.3 The prepayment meters offered must be capable of operating within a Common Vending System (CVS) as specified in the latest revision of NRS 009.

**3 COMPLIANCE OR NON-COMPLIANCE WITH SPECIFICATION**

Tenderers shall complete Returnable Schedule 13A – Table of Non-Compliance and list all non-compliance items and submit with their tender a schedule listing clause-by-clause specific details indicating compliance or non-compliance with the requirements of the specification for each item.

**4 SUPPLY VOLTAGE**

The prepayment meters shall operate within the specified supply voltage range as follows:

- 4.1 The supply voltage for a single phase prepayment meters is 230 V AC  $\pm$  10% 50 Hz.
- 4.2 The supply voltage for a three phase prepayment meters is 400 V AC  $\pm$  10% 50 Hz.

**5 GENERAL**

- 5.1 No tender will be considered unless accompanied by a full description and technical details of the equipment offered. Any special features shall be detailed.
- 5.2 The prepayment meters shall be of accuracy Class 2 or better.
- 5.3 The prepayment meters offered shall be field proven with an acceptable failure rate, not exceeding 2% per annum, giving a Mean Time Between Failure (MTBF) of 50 years. **MCU removed from**

**field due to communication failure shall be included in the calculation of the failure statistics.**

- 5.3.1 Tenderers shall state the Mean Time Between Failure (MTBF) in years of the products offered.
- 5.4 The build quality and components used shall be consistent with the design life and failure rates as specified.
- 5.5 Tenderers shall state the percentage MCUs removed from field due to communication failures.
- 5.6 All components delivered shall be batch tested by the utility for functionality with 1 % batch limit rate in accordance with SANS 2859-1. All meters shall be tested by the utility except where calibration failures clearly exceed the 1 % batch limit.
- 5.7 The design of the prepayment meters shall be such as to inhibit tampering to any part. Tenderers shall state what measures they have adopted to achieve this requirement. Tenderers to note that any tamper detection device for common base meters shall be subject to the approval of the Engineer.
- 5.8 Tenderers shall include in their tender price the cost for the software and the interface unit, capable of writing successfully to network files (Netware and Server IXP) and operating under Windows 7 and XP, to interrogate the prepayment meters offered. The grabbed information should be saved in a text format and an individual log file be created for each "grab" session. Software training must be provided by the successful Tenderer if so required. The information shall be retrieved via an optic port, direct probe connection or otherwise to the approval of the Engineer. Tenderers must submit the above within 14 days of commencement date of contract.
- 5.8.1 **No orders will be placed unless company complies with clause 5.8 above of specification.**
- 5.9 Interrogation software requirements shall be discussed and finalised with the successful Tenderer. It will be advantageous if the following information can be retrieved from the ED:
- Date and time of grab\*
  - Prepayment meter number \*
  - Type
  - Total kWh entered/accepted\*
  - Total kWh consumed\*
  - Remaining kWh \*
  - Negative kWh consumed\*
  - Number of valid transactions/tokens accepted
  - Power fail counter
  - Number of times the internal switch or circuit-breaker disconnected/reconnected the Customer load
  - Tamper status\*
  - Last 15 credit tokens entered or token identification stack\*
  - Key revision number\*
  - Tariff index\*
  - Software version\*
  - Supply group code\*
  - Number of clock-over on cumulative kWh register (if applicable)
- \* Essential information required.
- 5.10 The eleven or thirteen digit meter number of the meter shall be generated by the manufacturer.

The numbering must be in accordance with NRS009 Part 4 Section 2.

- 5.10.1 The meter numbers shall be supplied to the stores by e-mail prior or on delivery in electronic format. The batch of meters will be accompanied with a hard copy of all the meter numbers in the specific batch. Both the electronic and hard copy will be in the same format.

→ Naming convention of document Example:

**E PP Split SP MB-4\_6710\_4502088159**

- Material number - **E PP Split SP MB-4**
- Plant number - **6710**
- Purchase Order number – **4502088159** (\_1 only when part order is delivered) **E PP Split SP MB-4\_6710\_4502088159\_1**

- 5.11 The meter number shall be orientated horizontally and with a minimum character height of 3,5 mm.
- 5.12 The prepayment meters offered shall be of the standard 3 wide and 4 high keypad type.
- 5.13 The prepayment meters shall comply with the 400 V withstand test.
- 5.14 The prepayment meters shall not incorporate earth leakage protection.
- 5.15 Provision shall be made for an official of Electricity to seal the prepayment meters in an approved manner.
- 5.16 All printed circuit boards in the prepayment meters shall be conformally coated.
- 5.17 Terminals shall be suitable to accommodate 8mm in diameter conductors.
- 5.18 The prepayment meters housings shall be manufactured from an approved non-metallic self-extinguishing material such as polycarbonate or similar.
- 5.19 All the prepayment meters supplied shall be fitted with appropriate internal disconnecting devices.
- 5.20 All the prepayment meters supplied shall have a default software power limit setting equal to 100 % of rated current. The meter will be tested at 95 % of maximum current.
- 5.21 All three phase prepayment meters shall have no unbalance power limit settings, i.e the imbalance settings shall be factory disabled.
- 5.22 The prepayment meters shall have an LCD to display parameters requested via the keypad. In the case of the split prepayment meters this display shall be on the Customer interface unit.

Tenderers must provide full details of information and functionality that can be retrieved via the keypad and LCD interface, preferably by entering an engineering mode or making use of short codes.

- 5.23 The following information should be retrievable via the keypad and LCD interface:

- Remaining kWh
- Total kWh units consumed since prepayment meters was initialised
- Number of clock-over on cumulative kWh register (if applicable)
- Tamper device (enabled/disabled)
- Tampering status (on/off)
- Software Version
- Power limit trip level
- Prepayment meters Number
- Power fail counter
- Supply group code
- Tariff index

- Key revision number
- Voltage, current, power and related engineering information

- 5.24 A card containing only the decoder registration number on the front shall be provided with each prepayment meters.
- 5.25 Commissioning guides in credit card format to be supplied on request. Tenderers must submit six samples after award for approval.
- 5.26 LCD character size shall be a minimum of 7,5 mm high.
- 5.27 The IP rating shall be 54 for outdoor components and 51 for indoor components.
- 5.28 Potential links, if applicable, will be situated and sealed under the meter cover.
- 5.29 The size of all DIN rail mount MCU device including the antenna shall not exceed 155 mm high x 110 mm deep x 65 mm wide.
- 5.30 Tenderers shall provide full communication protocol descriptions to third parties on request at no charge.
- 5.31 **No internal batteries** are allowed in the meters.

## **6 EQUIPMENT DETAILS**

### **6.1 Constructional Requirements**

#### **6.1.1 For all common base meters**

- 6.1.1.1 The base shall make provision for back/rear connection of the incoming and outgoing cables. The base shall be supplied with four fixture points and shall be supplied as IP 51.
- 6.1.1.2 Tenderers shall specify what provision has been made in the form of a safety cover to inhibit access to live terminals prior to the installation of the active meter unit.
- 6.1.1.3 The ED's shall incorporate an anti-tampering device to inhibit unlawful access to the metering element and terminals.
- 6.1.1.4 The common base construction type shall be fitted with a y-shaped earth bar to accommodate 3 separate terminations. The bridge connection between the earth bar and the neutral terminal shall be flat copper. No stranded wiring shall be allowed.
- 6.1.1.5 The LCD shall display an appropriate message or flag to highlight the tamper condition together with an indication that it has registered negative values of consumption. **No negative kWh values shall be displayed on the LCD.**
- 6.1.1.6 Cover for passive common base with build-in bridge pieces between line and load for live and neutral terminals. To fit standard common base for electricity prepayment meters as per specifications. Dimensions of standard passive common base are 260 mm (H) x 148 mm (W).

#### **6.1.2 For all radio and PLT technologies**

- 6.1.2.1 Full details of the communication method or protocol must be specified. ICASA approval certification shall be submitted for all radio components within 7 days of written request. Only PLT communication in the CENELEC A Band (30 kHz to 95 khz) will be permitted.
- The measuring and control unit (MCU) shall contain the metering and control electronics as well as the disconnecting device. The Customer interface unit (CIU) shall contain the LCD and keypad and be the main input device on the Customer's premises.
- 6.1.2.2 The communication between the measuring and control unit (MCU) and CIU shall be guaranteed over a minimum distance of 100 meters. Tenderers shall specify the maximum distance over which their split prepayment meters can operate.



- 6.1.3 Tenderers shall document the communication security features implemented to protect customer consumption details.
- 6.1.4 Tenderers shall provide full communication protocol descriptions to third parties on request at no charge.
- 6.1.5 Where measuring and control unit (MCU), customer interface unit (CIU) and related equipment are delivered with similar enclosures but with different technological compatibilities, the nameplates will be clearly identified by **model numbers and colouring** for field use.
- 6.1.6 For a common base CIU with a contactor the MCU will allow 5 x 200 Wh disconnections, after credit ran out, whereafter the MCU will go in tamper mode.
- 6.1.7 On the three phase meters manual phase selection of the communication shall **not** be allowed.

## **6.2 Operational Requirements - All Items**

- 6.2.1 The disconnecting device shall automatically interrupt the load circuit under the following conditions:
- 6.2.1.1 when the credit reaches zero.
- 6.2.1.2 when tampering is detected
- 6.2.1.3 when the set power limit setting is exceeded, the LCD shall indicate an overload condition and the control electronics shall at pre-determined intervals check if the overload condition persists before it permanently restores the load circuit.
- 6.2.1.4 When the load circuit has been restored the overload indication on the LCD shall be cleared automatically. A short code for the reason of last trip will indicate in this instance a trip condition as a result of overloading.
- 6.2.2 If the disconnecting device interrupts the load circuit for reasons outlined in 6.2.1.1 above, it shall automatically reset when the prepayment meters is loaded with a valid number of pre-purchased units of electricity or by means of an engineering token.
- 6.2.3 No token demand to bypass or disable prepayment functionality shall be implemented.
- 6.2.4 The prepayment meters shall have a flashing red LED to indicate the rate of consumption of electricity which shall also be suitable to verify the accuracy of the prepayment meters. It is important to note that in case of the split prepayment meters both MCU and the CIU shall have this provision. The contrast of the calibration LED shall be suitable for automatic testing.
- 6.2.5 In the event of loss of communication between the MCU and CIU, the MCU shall continue to register electricity usage accurately.
- 6.2.6 Terminal shrouds shall be supplied where applicable.
- 6.2.7 When a tamper signal is detected and the internal disconnection device fails to interrupt the load circuit, the prepayment meters shall continue to decrement the "available credit" register as electricity is being consumed. When this register reaches zero, the display shall be locked but, the meter shall continue to register negative values of the consumption and store it in memory for future retrieval preferably via the LCD and keypad, after the entry of an engineering code, or by means of an optic port for on-site retrieval or alternatively via direct probe connection or otherwise to the approval of the Engineer.
- 6.2.8 The total credit register and the remaining credit register shall run at the same speed for audit purposes.

## **6.3 Programming/Software Requirements**

- 6.3.1 All the prepayment meters supplied shall be pre-programmed with **10 units** of credit.

- 6.3.2 The prepayment meters shall be pre-configured with a standard supply group code (**000610 and KRN2**) for the City Of Cape Town.
- 6.3.3 On request, the meters shall be supplied in pre- commission mode to enable calibration without tamper detect and without the credit register decrement, prior to installation.
- 6.3.4 Tenderers shall provide comprehensive user friendly commissioning procedure which will ensure correct installation and activation of the tamper mechanism by means of a non-meter specific token, utilising a once off tamper enabling function, or subject to the approval of the Engineer.
- 6.3.5 If applicable – No-power tamper mode shall be de-activated.

## **7 ORDERING**

- 7.1 Orders will be placed when required and will officially be confirmed by e-mail containing the following relevant information:
- Reference to this specification and contract
  - Quantities per item
  - Order number per item
  - Delivery location and detail regarding delivery time

## **8 PACKAGING**

- 8.1 Prepayment meters shall be crated, packed or battened securely in such a manner as to prevent damage during loading, transport and off-loading.
- 8.2 Each prepayment meter shall be packaged into a separate protective container to limit possible mechanical damage
- 8.3 Each prepayment meter shall be delivered complete with an identification card. The cards, documentation and tamper plugs shall be placed into separate protective plastic bags and affixed to the prepayment meter. Any other method used to affix the card to the prepayment meter shall be subject to the approval of the Engineer.
- 8.4 Each CIU that is battery operated, shall have the battery included loose in the container but not installed into the CIU. The battery shall be insulated/covered in such a way that it will not cause any short circuits across the negative and positive terminals of the battery.
- 8.5 Customer information booklet with electricity saving tips shall be supplied with each meter. The user friendly instruction and commissioning leaflets approved by this Directorate must be included in the package with each prepayment meter, clearly indicating operating instructions for the user in **English, Afrikaans and Xhosa**. Detail finalisation of the leaflets will be discussed with the successful Tenderer.

## **9 DELIVERY PERIOD**

A maximum of 8 weeks delivery period shall be firm.

## **10 GUARANTEE PERIODS**

Meters shall have a minimum design life of 15 years and guarantee all items for a period of **five years** or longer. This clause overrides the shorter guarantee periods elsewhere in this document.

## **11 IN SERVICE REPAIRS AND MODIFICATIONS**

If it becomes evident during the guarantee period that installed prepayment meter malfunction due to a common hardware or software failure, the Tenderer shall take full responsibility for corrective action and carry all associated costs according to the contract.

## **12 LOCAL SUPPORT**

Successful tenderers shall provide local technical support.

**13 SAMPLES**

**13.1** Within seven (7) working days after the tender closing date , a sample of each type of prepayment meter shall be submitted to the Senior Superintendent : Measurement Laboratory, 3 Melck Street, Ndabeni, for inspection and test purposes **[Prepayment meters will not be returned or used]. Samples will be a complete representative of meters supplied under tender. Samples shall be new and manufactured in the last 12 months.**

**13.2** The samples must be clearly labelled in accordance with the item number on the pricing schedule. **Unmarked samples will not be evaluated.**

**13.3** Failure to deliver samples will render the bid non-responsive.

**14 CHANGES DURING CONTRACT PERIOD**

**14.1** The successful Tenderer shall give 4 weeks prior notification of any intended change to the design or construction of the equipment from the Electricity Prepayment Meters awarded and in which way, whatsoever the new meter will deviate from the sample submitted at closing date.

**14.2** The Engineer reserves the right to ask for new samples.

**15 INFORMATION REQUIRED WITH TENDER**

Tenderers shall submit with their tenders details of the installed base of their Electricity prepayment meters.

**16 OEM**

Tenderer must be an accredited distributor with the OEM (Original Equipment Manufacturer).

**17 PENALTIES FOR LATE DELIVERY**

**17.1** The penalty for late delivery shall be 1 % per week up to a maximum of 10 %, per order value for late delivery.

**17.2** The Contractor shall submit a separate credit note for the discount in respect of penalties applied.

**17.3** All meters delivered are subject to a compliance test. Any meters rejected during the compliance test at delivery stage and the contractor fails to provide the City immediately with a compliant meter to complete the order quantity, the order will be considered as an incomplete order and therefore outstanding meters considered as late delivery where the penalty clause will be enforced.

**17.4** The applicable penalty for a period will be calculated from official goods movement documentation.

**18 APPOINTMENT OF CONTRACTORS**

The City reserves the right to appoint a Main Contractor and an Alternative Contractor per item which shall be for two different manufacturers to ensure continued service delivery. Should the Main Contractor notify in writing that he/she is unable to deliver within the prescribed delivery period, the purchase order will be cancelled and placed with the Alternative Contractor. Should there be any continuous quality issues with the delivered product the City reserves the right to switch to the alternative contractor.

**19 SMALL SCALE EMBEDDED GENERATION (SSEG)**

**19.1** The following additional specifications are required to ensure that prepayment meters operate correctly in SSEG installations.

**19.1.1** Symbols - nameplate shall be in accordance with IEC 62053-52, inclusive of 9.11 the bidirectional always positive.

- 19.1.2 Reverse power detent - for the credit register shall be available, with the ability to be enabled with engineering token only when required.
- 19.1.3 Separate overload - settings for forward and reverse powers, programmable by engineering token.
- 19.1.4 Internal registers - +A, -A, both available via short codes, and CR (credit register)  
- a minimum 1Wh internal resolution with increment 1 Wh
- 19.2 Additional specification for three-phase variants.
- 19.2.1 Bidirectional always positive – IEC 62053-52 9.11 shall be indicated for each phase. (The total by phase energy register is incremented with the sum of the absolute values of the phase energies.)
- 19.2.2 Overload – specific for device, implemented per phase.
- 19.2.3 Detent – shall be applicable to each phase conductor when enabled.

## 20 **DATA EXCHANGE OVER A PERSONAL AREA NETWORK AND INTERNET**

- 20.1 A special CIU shall be optionally available. This CIU shall be in accordance with NRS 049-4-2. A draft version of this specification shall be provided on request, should the final version not be published.

## 21 **CORRECTIVE ACTION REPORT (CAR)**

The City has the right to switch to an alternative supplier if the CAR complaints are not resolved in a reasonable time. The City will provide written notice of specific outstanding CARs

## 22 **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’**

## 23 **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.

## 24 **FORMS FOR CONTRACT ADMINISTRATION**

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

- a) Monthly Project Labour Report ( **Annexed**).

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.

## (14) MONTHLY PROJECT LABOUR REPORT (EXAMPLE)

## ANNEX 1

**CITY OF CAPE TOWN**  
**MONTHLY PROJECT LABOUR REPORT**



### Instructions for completing and submitting forms

## General

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

### Project Details

- 5 Project Details  
6 If a field is not applicable insert the letters: NA  
7 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.  
8 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

[illegible]

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												
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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										

**ADDENDUM: (for information only)**  
**PRO\_FORMA MEMORANDUM OF AGREEMENT**  
**FOR THE**

**(TENDER DESCRIPTION)**

**MADE AND ENTERED INTO BETWEEN**  
**CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY**

And

**(SUCCESSFUL BIDDER FULL LEGAL NAME)**

**(COMPANY REGISTRATION NO. INSERT)**

**Contract No ....**



## PREAMBLE

**WHEREAS** Tender ... was awarded to **[INSERT CONTRACTORS AWARDED]**, in line with the SCM- Bid Adjudication Committee resolution **SCMB [insert]** dated **[insert]** and the Appeal authority decision **[insert] dated [insert]** for the **SUPPLY AND DELIVERY OF [DESCRIPTION OF TENDER AS ADVERTISED]**, for a period from ..... until .....

**AND WHEREAS** in accordance with the City's Supply Chain Management Bid Adjudication Committee Resolution **SCMB [insert]** the contract award to .... was for **Items (a, b to d) as Main Contractor** and for **(no/ Items f and g) as Alternative Contractor**.

**AND WHEREAS** in accordance with resolution SCMB ... work will be allocated in accordance with clauses 19.1 "The City reserves the right to appoint two Tenderers for this contract- Main and Alternative. The alternative Tenderer shall be used if the main Tenderer does not accept placed orders within five working days."

**AND WHEREAS** it is recorded that this Contract will be governed by the provisions of General Conditions of Contract for the Supply of Goods and Services, Revised July 2010 ("**GCC**") annexed herto marked "**PART 3: GENERAL CONDITIONS OF CONTRACT**", read with the Special Conditions of Contract ("**SCC**") annexed hereto marked "**PART 2: SPECIAL CONDITIONS OF CONTRACT**".

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

### 1. PARTIES

The Parties to this Contract are:

- 1.1. **The City of Cape Town**, a metropolitan municipality, established in terms of the Local Government: Municipal Structures Act. 117 of 1998 read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, as amended ("**the Employer**"), herein represented by **Director: Electricity Generation and Distribution** duly authorised hereto
- 1.2. **... (Pty) Ltd, a private company or .....CC t/a ...., a close corporation** duly registered in terms of the laws of the Republic of South Africa with registration no: **[insert]**, with its principal place of business situated at **[insert]** (the "**Contractor**"), herein represented by **[insert]** in his/her capacity as **[insert]**.

hereinafter jointly referred to as “Parties” and in singular, a “Party”.

## **2. INTERPRETATION**

2.1. In the event of any conflict between the provisions of this Contract, the GCC and any Parts attached hereto, or any other document incorporated by reference to this Contract, save to the extent expressly stated to the contrary, such conflict will be resolved by giving precedence to such different parts of this Contract in the following order of precedence:

- 2.1.1. first, the terms and conditions of the SCC;
- 2.1.2. second, the terms and conditions of the GCC;
- 2.1.3. third, Parts and Annexures to this Contract; and
- 2.1.4. fourth, any other documents incorporated by reference.

2.2. The provisions of this Contract supersede and replace the provisions of any previous agreement entered into between the Parties relating to the same subject matter.

## **3. APPOINTMENT AND DURATION**

3.1. The Employer hereby appoints the Contractor to perform the Scope of Work for the Employer from the Commencement Date.

3.2. Unless terminated earlier in accordance with the provisions as set out in the GCC or any other provision in terms of this Contract, this Contract shall commence on .....  
until .....

## **4. MUTUAL GOOD FAITH / CO-OPERATION**

4.1. The Parties represent and undertake to do all such things, perform all such acts and take all steps to procure the doing of all such things and the performance of all such acts, as may be necessary or incidental to give effect to the execution of this Contract.

4.2. The Parties shall at all times during the continuance of this Contract observe the principles of good faith towards one another in the performance of their obligations in terms of this Contract.

## **5. OBLIGATIONS OF THE EMPLOYER**

- 5.1. The Employer undertakes to perform its obligations in accordance with the Contract, including but not limited to the Scope of Work (**PART 4: SPECIFICATIONS**), subject to the satisfactory fulfilment of the obligations by the Contractor as set out in this Contract.
- 5.2. The Employer shall monitor and evaluate the Contractor's performance in respect of the Scope of Work.

## **6. OBLIGATIONS OF THE CONTRACTOR**

- 6.1. The Contractor hereby agrees and undertakes to perform the Services to the Employer as set out in Scope of Work (**PART 4: SPECIFICATIONS**).
- 6.2. The Contractor will perform the Works as expeditiously as possible and furthermore agrees and undertakes to perform the services in accordance with the operational requirements of the Employer.
- 6.3. The Contractor will ensure that the Works will be of a satisfactory quality and fit for purpose.
- 6.4. The Contractor shall, ensure that its employees, agents, representatives, sub-contractors and suppliers comply with this Contract and all applicable Laws in the execution of the Works.
- 6.5. The Contractor will not conduct any activity of whatsoever nature which may be detrimental to the Employer's reputation and goodwill.

## **7. PRICING DATA**

- 7.1. The Contract Price for the Works shall be as set out in the Pricing Data annexed marked "**PART 5: PRICING SCHEDULE**".
- 7.2. The Contractor shall not be entitled to any other consideration for the rendering of the Works other than as provided for in this Contract.

## DETAILS OF CONTRACTOR

*“Details of Tenderer, extracted from the successful bidder tender document”*

## **PART 1: AGREEMENTS**

*“Signed Form of Offer Page, extracted from the successful bidder tender document”*

## FORM OF OFFER AND ACCEPTANCE (continued)

**TENDER ...: [Full description as advertised]**

### **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:

Clause 1 to 7, and the sub-clauses, cited in pages 2 to 5 above;  
Part 1: Agreements  
Part 2: Special Conditions to Contract  
Part 3: General Conditions of Contract  
Part 4: Specifications  
Part 5: Pricing Schedule  
Part 6: Occupational Health and Safety Agreement.  
Part 7: Supporting Schedules – Schedule 8: Contract Price Adjustment  
**Part 8: Any additional relevant to Contract**

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, including the schedule of deviations (if any) (or insert date of the contract commencement if defined in the BAC resolution)**. The tenderer (now contractor) 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	Contractor	Employer
Business Name		City of Cape Town
Business Registration		Not Applicable
Tax number (VAT)		4500193497
Physical Address		Civic Centre 12 Hertzog Boulevard Cape Town 8000
Accepted contract sum including tax	<i>Insert Contract Value or Rates Based as Per Part 5: Pricing Schedule</i>	
Accepted contract duration	<i>Insert Contract Period as per SCMBAC Resolution</i>	
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.



## PART 2: SPECIAL CONDITIONS OF CONTRACT

***“Special Conditions of Contract, as advertised for Tender .... to be inserted”***

### **37. Performance Review Clause:**

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

### **PART 3: GENERAL CONDITIONS OF CONTRACT**

*“General Conditions of Contract, as advertised for Tender .... to be inserted”*

## **PART 4: SPECIFICATION(S)**

*“Specification, as advertised for Tender .... to be inserted”*

*Where notices were issued, these will be included .*

## **PART 5: PRICE SCHEDULE**

***"Pricing Instructions as advertised for Tender .... to be inserted"***

***Where notices were issued, these will be included .***

***Final Rates/Prices as awarded and accepted of the successful bidder to be inserted***

## **PART 7: SUPPORTING SCHEDULES**