

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
SUPPLY CHAIN MANAGEMENT		
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 9 Page 1 of 80

<p>TENDER NO: 330S/2022/23</p> <p>TENDER DESCRIPTION: THE REPLACEMENT OF SINGLE-PHASE ELECTRICAL METERS AND ASSOCIATED EQUIPMENT</p> <p>CONTRACT PERIOD: 36 Months from commencement of contract</p>

VOLUME 1: TENDERING PROCEDURES

CLOSING DATE: 16 May 2023

CLOSING TIME: 10:00 a.m.

TENDER BOX NUMBER: 168

TENDER FEE: R 200 Non-refundable tender fee payable to City of Cape Town (CCT) for a hard copy of the tender document. This fee is not applicable to website downloads of the tender document.

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

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

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

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**VOLUME 1: THE TENDER
(1) GENERAL TENDER INFORMATION**

TENDER ADVERTISED	:	14 April 2023
SITE VISIT/CLARIFICATION MEETING	:	NOT APPLICABLE
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	NOT APPLICABLE
TENDER BOX & ADDRESS	:	Tender Box as per front cover at the Tender & Quotation Boxes Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.
	:	The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement "TENDER NO. 330S/2022/23: THE REPLACEMENT OF SINGLE PHASE ELECTRICAL METERS AND ASSOCIATED EQUIPMENT" , the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.
	:	If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer's responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.

CCT TENDER REPRESENTATIVE

Name: Algernon Clayton

Tel. No.: (021) 444 2745

Email: Algernon.clayton@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 one “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 period shall be for a period of **36 months** from the commencement date of the contract.

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

2.1.5.3 Nomination of Alternative Bidder

“Alternative Bidder” means a supplier, or more than one supplier identified at the time of the award that will be considered for award should the appointed supplier (the winner) refuse the allocation of work offered in terms of the appointment;”

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 consider the appeal and **may confirm, vary or revoke** the decision that has been appealed, but no such revocation of a decision may detract from any rights that may have accrued as a result of the decision.

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

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

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

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

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

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

Via fax at: 021 400 5963 or 021 400 5830

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

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

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

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

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

Via fax at: 086 202 9982

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

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

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 assurance provider and Appeal Authority.

2.1.7 City of Cape Town Supplier Database Registration

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

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

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

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

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

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

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

2.2 Tenderer's obligations

2.2.1 Eligibility Criteria

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

2.2.1.1.3 Compulsory clarification meeting – NOT APPLICABLE

2.2.1.1.4 Minimum score for functionality

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

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

In the table below one million rand is 1 MZAR.

Evaluation Criteria	Applicable values/points	Weight (%)
1. Proof of electrical prepayment meter replacement contract size for the past year.	1 point per 1 MZAR up to a maximum of 10 points.	50 %
2. Total number of prepayment meters replaced for the period 2018 - 2022	1 point per 1000 electrical meters replaced up to a maximum of 10 points	50 %
Total		100 %

The minimum qualifying score for functionality is **60 %** out of a maximum of **100 %**.

Where prepayment meter replacements were executed as part of a First Line Response contract or a general electrical maintenance contract, only the amount applicable to said replacements shall be verified and considered for evaluation.

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

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

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

The bidder shall have to provide the following proof:

- i) Number of electrical prepayment meters replaced**
- ii) Average cost of each prepayment replacement**
- iii) Confirmation statement from the tenderer's customer shall be supplied as proof (Schedule 14: Annexure A). This can include detailed invoices from customer/s.**

2.2.1.1.5 NOT APPLICABLE

2.2.1.1.6 NOT APPLICABLE

2.2.1.1.7 Provision of samples – NOT APPLICABLE

2.2.1.1.8 Responsiveness Criteria

[The Tender will be declared non-responsive if any of the following items are not submitted (Refer Returnable Schedule 14) The City of Cape Town reserves the right to request further information as required:]

1. Pro-forma contract appointment letter and ECSA registration details of the Professional Engineer / Technologist appointed by the tenderer,
2. At minimum, two (2) NRS040 qualified responsible persons with valid certificates,
3. Pro-forma Health and Safety plan,
4. Valid ISO/IEC/SANS 9001 Quality Assurance Certification,

2.2.2 Cost of tendering

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

2.2.3 Check documents

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

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

2.2.4 Confidentiality and copyright of documents

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

2.2.5 Reference documents

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

2.2.6 Acknowledge and comply with notices

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

2.2.7 Clarification meeting

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

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

2.2.8 Seek clarification

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

2.2.9 Pricing the tender offer

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

2.2.10 Alterations to documents

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

2.2.11 Alternative tender offers

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

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

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

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

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

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

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

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

2.2.12 Submitting a tender offer

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

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

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

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

Part	Heading
5	Pricing Schedules
6	Supporting 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:

2.2.19.2 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. The tenderer must also provide its Tax Compliance Status PIN number on the **Details of Tenderer** pages of the tender submission.

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

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

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

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

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

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

2.2.21 Claims arising from submission of tender

The tenderer warrants that it has:

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

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

2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

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

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

2.3.2 Issue Notices

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

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

2.3.3 Opening of tender submissions

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

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

2.3.3.2 Announce at the meeting held immediately after the opening of tender submissions, at the closing venue as stated in the General Tender Information, the name of each tenderer whose tender offer is opened and, where possible, the prices 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: **NOT APPLICABLE**

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

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

2.3.10.2 Decimal places

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

2.3.10.3 Scoring of tenders (price and preference)

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

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

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

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

2.3.10.3.4 Applicable formula:

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:

HDI COMPLIANCE WITH SECTION 2(1)(d)(i) OF THE ACT

No	Specific Goal	Definition	Required Evidence	Points to be allocated
1	Race (Ownership)	Race are black persons (ownership)* More than 50% black ownership = 10 points Less than 50% black ownership = 5 points 0% black ownership = 0 points	B-BBEE Certificate CSD Registration report CIPC Company Registration Identification Documentation	10

2.3.10.5 Risk Analysis

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

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

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

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

2.3.11 Negotiations with preferred tenderers

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

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

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

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

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

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

2.3.13 Prepare contract documents

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

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

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

2.3.14 Notice to successful and unsuccessful tenderers

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

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

2.3.15 Provide written reasons for actions taken

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

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
SUPPLY CHAIN MANAGEMENT		
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 9 Page 20 of 66

TENDER NO: 330S/2022/23 TENDER DESCRIPTION: THE REPLACEMENT OF SINGLE PHASE ELECTRICAL METERS AND ASSOCIATED EQUIPMENT CONTRACT PERIOD: 36 Months from commencement of contract
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VOLUME 2: RETURNABLE DOCUMENTS

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

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

VOLUME 2: RETURNABLE DOCUMENTS (3) DETAILS OF TENDERER

1.1 Type of Entity (Please tick one box)

Individual / Sole Proprietor

Close Corporation

Company

Partnership or Joint Venture or Consortium

Trust

Other:

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

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

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

(4) FORM OF OFFER AND ACCEPTANCE

TENDER 330S/2022/23 : THE REPLACEMENT OF SINGLE PHASE ELECTRICAL METERS AND ASSOCIATED EQUIPMENT

OFFER: (TO BE FILLED IN BY TENDERER):

Required Details (Please provide applicable details in full):

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

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

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

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

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

Signature(s)

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

Date

INITIALS OF CITY OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 330S/2022/23 : THE REPLACEMENT OF SINGLE PHASE ELECTRICAL METERS AND ASSOCIATED EQUIPMENT

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

INITIALS OF CITY OFFICIALS		
1	2	3

TENDER NO: 330S/2022/23

ITEM NO.	DESCRIPTION	SHORT TEXT	UNITS	FIRM UNIT PRICE (EXCL. VAT) R		
				Year 1 From date of commencement up to 2025-06-30	Year 2 From 2025-07-01 up to 2026-06-30	Year 3 From 2026-07-01 up to 2027-06-30
1	All inclusive price for the removal of existing credit meter and installation of single-phase common-base and fitment of common-base CIU and MCU (Price to include general administration, measurement laboratory- and professional services per meter installation as per clauses 5, 6 and 11 of the specification).	Replace credit with Split	each	R	R	R
2	All inclusive price for the replacement of common-base meter with a common-base CIU and installation of MCU. (Price to include general administration, measurement laboratory- and professional services per meter installation as per clauses 5, 6 and 11 of the specification).	Replace CB with Split	each	R	R	R
3	All inclusive price for the removal of existing non-common base prepayment meter and installation of single-phase common-base and fitment of common-base CIU and MCU. (Price to include general administration, measurement laboratory- and professional services per meter installation as per clauses 5, 6 and 11 of the specification).	Replace non-CB with Split	each	R	R	R
4	All-inclusive price for the Revenue Protection inspection, removal of existing meter, regardless of meter type, and installation of a single-phase common-base CIU and MCU. Calculated as per clause 7.3 in the specifications. (Price to include general administration, measurement laboratory- and professional services per meter installation as per clauses 5, 6 and 11 of the specification).	Replace RP-Any meter	each	R	R	R
Other Services						
5	Replacement of ready board and provision of CoC for the ready board as specified.	Replace Ready Board	each	R	R	R
6	All inclusive price for the issue of a disconnection order which includes the administration of the actual disconnection and reconnection as required.	Final Disconnection Order	each	R	R	R
7	Revenue Protection inspections, within a geographical area, per meter.	RP Inspection	each	R	R	R

TENDER NO: 330S/2022/23

ITEM NO.	DESCRIPTION	SHORT TEXT	UNITS	FIRM UNIT PRICE (EXCL. VAT) R		
				Year 1 From date of commencement up to 2025-06-30	Year 2 From 2025-07-01 up to 2026-06-30	Year 3 From 2026-07-01 up to 2027-06-30
8	All inclusive price for the work relating to the installation of a single-phase passive common-base only.	Install CB only	each	R	R	R
9	Community liaison officer (CLO) daily rate	CLO service	Per day	Predetermined daily CCT Rate	Predetermined daily CCT Rate	Predetermined daily CCT Rate
10	Site survey per meter	Site survey	each	R	R	R
11	Testifying duty for revenue protection purposes	Testify duty	Per hour	R	R	R

Contingency (Area Official shall approve prior to execution)						
12	Per purchase order for unforeseen services not specified	Contingency	%	15 %	15 %	15 %
AD-HOC Meter Replacements						
13	Rate applicable for additional ad-hoc fee for central areas	Ad Hoc Central	each	R	R	R
14	Rate applicable for additional ad-hoc fee for outlying areas	Ad Hoc Out	each	R	R	R
15	Rate applicable for cancellation fee for ad-hoc replacement	Ad Hoc Cancel	each	R	R	R
Installation of Meter Kiosks (Price to include Professional services per installation)						
16	The installation of a kiosk including professional services	Kiosk	each	R	R	R
17	The re-instatement of a kiosk	Kiosk re-instate	each	R	R	R
18	Trenching per metre in soft and medium soil (Refer to clause 37.1.3 of the specifications)	Trench	Per metre	R	R	R
19	Trench re-instatement	Trench re-instate	Per metre	R	R	R

TENDER NO: 330S/2022/23

ITEM NO.	DESCRIPTION	SHORT TEXT	UNITS	FIRM UNIT PRICE (EXCL. VAT) R		
				Year 1 From date of commencement up to 2025-06-30	Year 2 From 2025-07-01 up to 2026-06-30	Year 3 From 2026-07-01 up to 2027-06-30
Pole Box and Overhead Service Installation (Price to include Professional services per installation)						
20	Pole box replacement / installation including professional services	P Box	each	R	R	R
21	Overhead service installation including professional services	OH Service	each	R	R	R

(6) SUPPORTING SCHEDULES

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

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

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

Account Holder: _____

Financial Institution: _____

Branch Code: _____

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

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

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

Schedule 2: Declaration for Procurement above R10 million

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

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

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

1.1 If YES, submit audited annual financial statements:

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

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

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

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

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

2.2 If YES, provide particulars:

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

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

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

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

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

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

4.1 If YES, furnish particulars below

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

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

 Date

Schedule 3: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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).

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Race	10	

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 44.1 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.

<p>..... SIGNATURE(S) OF TENDERER(S) </p>
<p>SURNAME AND NAME:</p>
<p>DATE:</p>
<p>ADDRESS:</p> <p>.....</p> <p>.....</p> <p>.....</p>

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

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

1. No bid will be accepted from:
 - 1.1 persons in the service of the state¹, or
 - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
 - 1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town during the twelve months after the City employee has left the employ of the City, or
 - 1.4 from an entity who has employed a former City employee who was at a level of T14 of 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/adjudging authority.

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

3.12.1 If yes, furnish particulars

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

3.13.1 If yes, furnish particulars

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

3.14.1 If yes, furnish particulars

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

3.15.1 If yes, furnish particulars

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

3.16.1 If yes, furnish particulars

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

Full Name	Identity Number	State Employee Number

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

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

Signature
Print name:

Date

On behalf of the tenderer (duly authorised)

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

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

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

Schedule 5: Conflict of Interest Declaration

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

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

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

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

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

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

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

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

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

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

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

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

Date

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

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

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

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

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

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

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

 Date

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

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: _____

(Name of tenderer)

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

The tenderer:

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

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

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

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

Signature

Print name:

On behalf of the tenderer (duly authorised)

Date

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

NOT APPLICABLE

Schedule 9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender [330S/2022/23: THE REPLACEMENT OF SINGLE PHASE ELECTRICAL METERS AND ASSOCIATED EQUIPMENT] in response to the tender invitation made by THE CITY OF CAPE TOWN, do hereby make the following statements, which I certify to be true and complete in every respect:

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

That:

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

Signature

Date

Name (PRINT)

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

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

Schedule 12: List of other documents attached by tenderer
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The tenderer has attached to this schedule, the following additional documentation:

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

Attach additional pages if more space is required.

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

 Date

Schedule 13: Record of Addenda to Tender Documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

Schedule 14: Information to be provided with the tender

The following information shall be provided with the Tender (to be completed in Schedule 14: Annexure A):

- 1.1. Contract appointment letter and ECSA registration details of the Professional Engineer / Technologist appointed by the tenderer,
- 1.2. At minimum, two (2) NRS040 qualified responsible persons with valid certificates,
- 1.3. Pro-forma Health and Safety plan
- 1.4. Valid ISO/IEC/SANS 9001 Quality Assurance Certification

Proof of electrical meter replacement contract experience (To be completed in Schedule 14: Annexure A)

SIGNED ON BEHALF OF TENDERER:

Schedule 14: Annexure A

1.1 ECSA-registered professional Engineer or Technologist

Responsiveness criteria	Name and surname of professional	ECSA registration number	Pr.Eng or Pr.Tech	Date of registration	Where in document can PROOF of registration be found	Where in document can PROOF of appointment be found (Pro-forma)
ECSA Professional Engineer / Technologist						

1.2 NRS040 qualified Responsible person/s

Responsiveness criteria	Names and surnames of NRS040 responsible persons	Date of valid certificate	Where in document can PROOF of NRS040 certificate/s be found
NRS 040 qualified Responsible persons	1.2.1		
	1.2.2		
	1.2.3		
	1.2.4		
	1.2.5		

1.3 Pro-forma Health and Safety Plan

Responsiveness criteria	Plan submitted – Yes or No	Where in document can PROOF of NRS040 certificate/s be found
Pro-forma Health and Safety plan		

1.4 Valid ISO/IEC/SANS 9001 Quality Assurance Certification

Responsiveness criteria	Certificate Numer	Date of issue	Issued by whom	Where in document can PROOF of certification be found
ISO/IEC/SANS 9001 QA certification				

2. Electrical Single-phase meter replacement contract experience – refer to Volume I, clause 2.2.1.1.4: Minimum score for functionality.

Year	Number of electrical prepayment meters replaced	Average cost per replacement	Total (rands)	Tenderer's customer	Where in document can PROOF of experience be found

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
SUPPLY CHAIN MANAGEMENT		
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 9 Page 52 of 66

TENDER NO: [330S/2022/23]

TENDER DESCRIPTION: THE REPLACEMENT OF SINGLE-PHASE ELECTRICAL METERS AND ASSOCIATED EQUIPMENT

CONTRACT PERIOD: 36 Months from commencement of contract

VOLUME 3: DRAFT CONTRACT

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

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

VOLUME 3: DRAFT CONTRACT (7) SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

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

Add the following after Clause 1.25:

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

3. General Obligations

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

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

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

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

Add the following after clause 5.4:

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

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

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

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

5.8 **Intellectual Property**

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

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

5.8.3 The supplier shall, and warrants that it shall:

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

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

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

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

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

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

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

5.8.5 In the event that the contract is cancelled, terminated, ended or is declared void, any and all of the Employer's Intellectual Property, and any and all information and data related thereto, shall be

immediately handed over to the Employer by the supplier and no copies thereof shall be retained by the supplier unless the Employer expressly and in writing, after obtaining due internal authority, agrees otherwise.

7. Performance Security

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 **six (6) months** after the services have been delivered.

16. Payment

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

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

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

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

Add the following after clause 16.4

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

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

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

17. Prices

Add the following after clause 17.1

- 17.2 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: NOT APPLICABLE
- 17.5 If price adjustment for variations in the cost of plant and materials imported from outside of South Africa is provided for in the contract, such adjustment shall be based on the information contained on the schedule titled "**Price Basis for Imported Resources**" and as below. For the purposes of this clause the Rand value of imported Plant and Materials inserted on the schedule titled "**Price Basis for Imported Resources**" (column (F)) shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate quoted by **CCT's** main banker, NEDBANK, on the Base Date (seven calendar days before tender closing date) rounded to the second decimal place (column(B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)).
- 17.5.1 Adjustment for variations in rates of exchange:
- (a) The value in foreign currency inserted in column (A) shall be subject to clause (h) below when recalculating the Rand value.
 - (b) The rate of exchange inserted in column (B) shall be the closing spot selling rate quoted by Council's main banker, NEDBANK, on the Base Date, rounded to the second decimal place, subject to sub-paragraph (c) below.
 - (c) If the rate of exchange inserted by the Tenderer differs from the NEDBANK rate referred to above, then the NEDBANK rate shall apply and the Rand value in columns (C) and (F) shall be recalculated accordingly, without altering the price in the Price Schedule for the relevant items.
 - (d) If a tender from a supplier or sub-contractor provides for variations in rates of exchange, the Supplier may **only** claim for variations in rates of exchange if he binds the supplier or sub-contractor to the same provision to take out forward cover as described in sub-paragraph (e) below.
 - (e) The Supplier (or sub-contractor) shall within five working days from the date of placing a firm order on an overseas supplier, cover or recover forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported Plant and Materials inserted by the Tenderer on the scheduled titled "**Price Basis for Imported Resources**".
 - (f) When the Supplier (or sub-contractor) so obtains forward cover, the Supplier shall immediately notify the CCT of the rate obtained and furnish the CCT with a copy of the foreign exchange contract note.
 - (g) Based on the evidence provided in sub-paragraph (f) above, the value in Rand inserted in column (C) of on the schedule titled "**Price Basis for Imported Resources**" shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in this clause shall be adjusted accordingly, subject to sub-paragraph (h) below.
 - (h) The adjustments shall be calculated upon the value in foreign currency in the Supplier's (or sub-contractor's) **forward cover contract**, provided that, should this value exceed the value in foreign currency inserted in column (A) of on the schedule titled "**Price Basis for Imported Resources**", then the value in column (A) shall be used.
- 17.53.2 Adjustment for variations in customs surcharge and customs duty

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

(b) The Tenderer shall state the Customs Duty Tariff Reference applicable to each item and the Supplier shall advise the CCT's Agent of any changes which occur.

17.5.3 Adjustment for variation in labour and material Costs

If the prices for imported Plant and Materials are not fixed, the Supplier shall in his Tender specify the formula for calculating Contract Price Adjustments normally used in the country of manufacture and the indices and relative proportions of labour and material on which his Tender prices are based. Evidence of the indices applicable shall be provided with each claim. The indices applicable 42 days before contractual dispatch date from the factory will be used for the purposes of Contract Price Adjustment.

Failure to specify a formula in the Tender 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:

The penalty for this contract shall be **0%**

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

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

Add the following after clause 23.7:

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

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

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

27. Settlement of Disputes

Amend clause 27.1 as follows:

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

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

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

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

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

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

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

28. Limitation of Liability

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

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

Add the following after clause 28.1:

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

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

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

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

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

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

32. Taxes and Duties

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

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

Add the following after clause 32.3:

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

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations.

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

36. POPIA Clause

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

- 36.1. that the tenderer has been informed of the purpose of the collection and processing of its personal information as defined in the Protection of Personal Information Act of 2013 ("POPIA"), which, for the avoidance of doubt is for, and in relation to, the tender process and the negotiation, conclusion, performance and enforcement of the ensuing agreement, if applicable, as well as for the City of Cape Town's reporting purposes;

36.2 to the collection and processing of the tenderer's personal information by the City of Cape Town and agrees to make available to the City of Cape Town, all information reasonably required by the City of Cape Town for the above purposes;

36.3 that the personal information the City of Cape Town collects from the tenderer or about the tenderer may be further processed for other activities and/or purposes which are lawful, reasonable, relevant and not excessive in relation to the purposes set out above, for which it was originally collected;

36.4 that, the tenderer indemnifies the City of Cape Town and its officials, employees, and directors and undertakes to keep the City of Cape Town and its officials, employees, and directors indemnified in respect of any claim, loss, demands, liability, costs and expenses of whatsoever nature which may be made against the City of Cape Town (including the costs incurred in defending or contesting any such claim) in relation to the tenderer or the tenderer's employees, representatives and/or sub-Contractors; non-compliance with POPIA and/or the City of Cape Town's failure to obtain the tenderer's consent or to notify the tenderer of the reason for the processing of the tenderer's personal information;

36.5 to the disclosure of the tenderer's personal information by the City of Cape Town to any third party, where the City of Cape Town has a legal or contractual obligation to disclose such personal information to the third party (or a legitimate interest exists therein);

36.6 that, under POPIA, the tenderer may request to access, confirm, request the correction, destruction, or deletion of, or request a description of, personal information held by the City of Cape Town in relation to you, subject to applicable law; and

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



(8) GENERAL CONDITIONS OF CONTRACT

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

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1. Definitions

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

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

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance Security

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

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.2 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

(10) FORM OF ADVANCE PAYMENT GUARANTEE

NOT APPLICABLE

(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN THE CITY OF CAPE TOWN (HEREINAFTER CALLED THE "CCT") AND

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

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

I,, representing

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

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

Witness

Mandataray

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

Witness

for and on behalf of
City of Cape Town

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



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)**SPECIFICATION CTES 120
REPLACEMENT OF SINGLE PHASE ELECTRICAL METERS AND ASSOCIATED EQUIPMENT****TABLE OF CONTENTS**

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1. SCOPE OF WORK

- 1.1 Work covered by this specification is for the batch replacement of single-phase meters with prepayment meters and electrical ready boards (where necessary) within the boundaries of the City of Cape Town.
- 1.2 The scope of work includes the installation or replacement of street furniture only in those cases where this work is done in conjunction with the meter replacement as required.
- 1.3 Allowance is included for ad-hoc replacements of single meters outside project batch boundaries.
- 1.4 Minor services in conjunction with the execution of this work.
- 1.5 All transportation, tools and materials shall be provided by the Tenderer with the exception of:
 - 1.5.1 The prepayment meters which include the Measuring Control Unit (MCU) and common base Customer Interface Unit (CIU) combination;
 - 1.5.2 Passive common base
 - 1.5.3 White plastic architraves
 - 1.5.4 Customer fault report (CFR) books
 - 1.5.5 Risk assessment books
 - 1.5.6 Street furniture, overhead service cable and accessories
 - 1.5.7 Electrical ready boards
 - 1.5.8 Meter seals
 - 1.5.9 Mobile reporting devices
 - 1.5.10 The stickers listed in CTES 023 (Addendum 2)
- 1.6 Surveys and Revenue Protection audits of meters.

2. DEFINITION OF TERMS

- 2.1 Unless inconsistent with or expressly indicated otherwise by the context:
 - 2.1.1 "City of Cape Town (CCT)" shall mean the Director: EGD, acting personally or by a duly authorised official on behalf of the CCT.
 - 2.1.2 Project/Area officials will be appointed by the CCT as follows:
 - 2.1.2.1 Project Office – Head: Measurement
 - 2.1.2.2 Revenue Protection – Head: Revenue Protection
 - 2.1.3 Project Manager: an electrical professional under contract to or employed by the Tenderer.

3. APPLICABLE STANDARDS, SPECIFICATIONS AND REGULATIONS

3.1 The following standards, regulations and specifications shall be applicable:

- 3.1.1 Occupational Health and Safety Act 1993
- 3.1.2 City of Cape Town Electricity Supply By-Law
- 3.1.3 SANS 1507: Electric cables with extruded solid dielectric insulation for fixed installations
- 3.1.4 SANS 950: Un-plasticised polyvinyl chloride rigid conduit and fittings for use in electrical installations
- 3.1.5 SANS 10142-1: Code of Practice for the Wiring of Premises
- 3.1.6 SANS 10198: Selection, handling and installation of electrical cable
- 3.1.7 NRS 040: Safety Regulations for High Voltage Systems
- 3.1.8 SANS 474: Code of Practice for Electricity Metering
- 3.1.9 CTES 023 (Annexure A)
- 3.1.10 CTES 029 (Annexure B)
- 3.1.11 CTES 067 (Annexure C)

4. ABBREVIATIONS

CFR	–	Consumer Fault Report
CIU	–	Customer Interface Unit
CoC	–	Certificate of Compliance
DB	–	Distribution board
ECSA	–	Engineering Council of South Africa
EPWP	–	Extended Public Works Project
MCU	–	meter and control unit
ORHVS	–	Operating Regulations for High Voltage Systems
PLC	–	Power Line Communication
PPE	–	Personal Protective Equipment
ETC	–	etcetera
SSEG	–	Small Scale Embedded Generation

5. GENERAL AND ADMINISTRATIVE SERVICES

- 5.1 The rate of each meter replacement shall include general and administrative services in the execution of this tender. The Tenderer is required to appoint data capture clerks with at least a Grade 12 qualification to act on behalf and working under the supervision of the City in the functional areas.
- 5.2 The City of Cape Town will provide accommodation and systems training for the Tenderer where it is required for his staff to work as applicable.
- 5.3 The administrative work performed by the contractor at his own premises relating to the replacement of meters is excluded from the limit of administrative staff required by the City of Cape Town as detailed in point 5.4 of this section.
- 5.4 The following services shall be included as a cost per meter replacement in the pricing schedule: (approximately twelve persons required to replace 100 meters per day for calculation purposes):
 - 5.4.1 Identification of meters to be replaced including master data verification and purchase history checks;
 - 5.4.2 Update of master data on SAP, including the uploading of evidence such as photographs;

- 5.4.3 Creation of various types of notifications on SAP;
- 5.4.4 Verify and issue kWh units remaining on removed prepayment meters and update Vending System and SAP with meter changes;
- 5.4.5 Capture and update notifications with information relating to meter replacements including details on any unregistered meters found on site;
- 5.4.6 Arrange the recovery of the ready board costs on a P7- works order where applicable;
- 5.4.7 Attend to customer queries;
- 5.4.8 Administrative recovery of non-technical losses by means of contravention notices and financial adjustments;
- 5.4.9 Record and report daily statistics of meter changes, disconnections and reconnections;
- 5.4.10 Providing support to field staff;
- 5.4.11 Record-keeping and filing of documentation.

6. MEASUREMENT LABORATORY SERVICES

- 6.1 The rate of each meter replacement shall include the appointment of measurement laboratory staff with at least NQF3 qualification to act on behalf and working under the supervision of the CCT in the functional area.
- 6.2 The City of Cape Town will provide accommodation and systems training for the Tenderer where it is required for his staff to work as applicable.
- 6.3 The following services shall be included as a cost per meter replacement in the pricing schedule: (three persons required to process 100 meters per day from the field as a result of meter replacements on this project)
 - 6.3.1 Receive the meters in the Lab according CTES 023 document and work according to standard laboratory practices
 - 6.3.2 Extract prepayment meter information
 - 6.3.3 Capture and evaluate information of all meters received
 - 6.3.4 Capture meter information onto the SAP system
 - 6.3.5 Other Laboratory functions related to meter replacements such as meter tests and special readings (Requested via CTES 023 Annexure B: SANAS Test/Calibration Receipt and Feedback From).

7. REVENUE PROTECTION SERVICES (RELATED TO ITEM 4 IN PRICE SCHEDULE)

- 7.1 Tenderer to render revenue protection services in the execution of this tender. The Tenderer may be required to appoint artisans and handyman team to act on behalf and working under the supervision of the City of Cape Town in the Revenue Protection department.
- 7.2 The City of Cape Town will provide accommodation and systems training for the Tenderer, where it is required. The Tenderer shall supply transport, tools and equipment.
- 7.3 The following services shall be included as a cost per meter replacement in the pricing schedule:
 - 7.3.1 Do a bypass or tamper inspection and document evidence according to City of Cape Town requirements (maximum 20 meters per team per day).
 - 7.3.2 Replace bypassed/tampered meters.

- 7.3.3 Taking before- and after-replacement digital photographs with supplied mobile device and gathering other relevant evidence required and to be supplied according to the City's requirements.
- 7.3.4 Where, for one or another valid reason, the mobile device/application could not be utilised, photographic evidence should be gathered via other means and should display a date and time stamp.

8. INSPECTION SERVICES (RELATED TO ITEM 7 IN PRICE SCHEDULE)

From time-to-time, the tenderer might be tasked to perform audit inspections on installations. These optional inspection services will include the following

- 8.1 Delivery of access notices for inspections and meter-related work to be conducted at customers' premises;
- 8.2 Recording of correct information such as consumer-, address-, meter- and meter enclosure detail;
- 8.3 Performing load checks to ensure existing meter is operating as it should;
- 8.4 Checking installation for any defects or anomalies;
- 8.5 Capturing of installation detail and defects/anomalies encountered on digital photographs, including tampers, illegal connections, malicious damage and bypassed meters;
- 8.6 Capturing of findings on notifications;

9. CUSTOMER LIAISON SERVICES (RELATED TO ITEM 9 IN PRICE SCHEDULE)

From time-to-time, the tenderer might be required to supply customer liaison services in the execution of this tender, especially in volatile areas. Customer Liaison Officers will be employed by the tenderer on a temporary basis and will be familiar with the area of operation, its community and leadership. These customer liaison services will include the following:

- 9.1 Keeping the community informed on the progress of the project;
- 9.2 Keeping the City informed on relevant Community affairs and possible grievances;
- 9.3 The Tenderer may be required to attend meetings with the community, other contractors and the City of Cape Town's Representative to facilitate the work to be undertaken and to assist the Contractor's supervisory staff in the management of the works;
- 9.4 The Tenderer must use labour from the local community where possible. Community leaders or their representatives must be involved in the selection of the local labour. These functions will be performed in conjunction with Customer Support Services;
- 9.5 The conditions of employment for temporary workers drawn from the designated community should be based on the minimum conditions of employment as stated by the Industrial Council for the Electrical industry for the Cape Peninsula area;
- 9.6 Where the Tenderer utilises members of the local community, he will be required to train and instruct the workers on safe working practices;
- 9.7 Reporting in accordance with Government Regulations (as per EPWP or other applicable documents) will be included in the prices quoted, if needed;
- 9.8 This service should be tendered as a daily rate as determined by the City of Cape Town from time-to-time.

10. TESTIFYING DUTY (RELATED TO ITEM 11 IN THE PRICING SCHEDULE)

- 10.1 As and when required, the tenderer shall be required to provide testimony at disciplinary hearings, court cases and/or tribunals to provide an account on evidence collected during inspections and revenue protection meter replacements. This could include, but not limited to, sworn statements, affidavits and/or appearing as witness on behalf of the City of Cape Town.
- 10.2 Prepping for, and testifying in cases usually occur during working hours and will result in loss of time for field work.
- 10.3 Tenderer will be required to supply an hourly rate for such time served.
- 10.4 Supplied invoices to be accompanied by documentation detailing such dates and times of events. These documentation should be scrutinised and signed off by the relevant City Official (Revenue Protection).

11. PROFESSIONAL SERVICES

- 11.1 Tenderer shall be required to appoint an independent ECSA-registered Professional Engineer or Professional Technologist to act on behalf of the CCT
- 11.2 The rate of each meter replacement, kiosk-, pole box and overhead service installation shall include professional services which will cover the following:
 - 11.2.1 Safety plan,
 - 11.2.2 Project management services,
 - 11.2.3 Safety, quality control, inspections and certification of payment on completion,
 - 11.2.4 Management of CoC certificates for ready board replacements,
 - 11.2.5 Hand-over certificates,
 - 11.2.6 Handling site queries and complaints emerging from services provided and determining solutions to prevent future occurrence.
- 11.3 Site queries and complaints shall only to be escalated to the CCT staff if further resolution is required.
- 11.4 Curriculum Vitae of Professional shall be included in the offer.
- 11.5 **The tender shall be deemed non-responsive if the pro-forma contract appointment letter and ECSA registration details of the Professional appointed by the tenderer are not submitted as per schedule 14 of this document.**

12. SITE CONDITIONS

- 12.1 The sites are located in the City of Cape Town supply area.
- 12.2 The supply to each dwelling is a 230 V \pm 10 %, 50 Hz, single phase, 2-wire system.

13. OVERHEAD AND UNDERGROUND RETICULATION

- 13.1 For areas with overhead reticulation:
 - 13.1.1 The Tenderer will familiarise him/herself with conditions on site.
 - 13.1.2 A passive common base is required for all installations, if not already installed.
 - 13.1.3 All overhead electrification installations must have a meter installation of the split meter type; (Two-wire communication or PLC meters. MCU installed in existing or new street furniture. CIU must be of the common base type.)
- 13.2 For areas with underground reticulation
 - 13.2.1 The Tenderer will familiarise him/herself with conditions on site;
 - 13.2.2 A passive common base is required for all installations, if not already installed;

- 13.2.3 All pre-paid meters that are fed by means of an underground cable will be replaced by a PLC prepayment meter (remote MCU in kiosk and common base type CIU in dwelling).
- 13.3 Where an overhead pole box or free standing kiosk (stubby) only provides space for circuit breakers, the contractor shall inform the City to allow for kiosk replacement.
- 13.4 Where existing proprietary prepayment meters, which are **not** of the common base type, that are flush or surface mounted, are removed, the holes left in the wall will be covered by a common base architrave prior to the installation of the passive common base.
- 13.5 In rare situations where PLC communication interference problems cannot be mitigated, the installation shall be fed with an alternative prepayment meter, subject to Area Official approval.
- 13.6 For unsafe ready boards and distribution boards
- 13.6.1 Written notice shall be given to occupants with unsafe ready or distribution boards according with SANS 10142-1 regulations and the occupant will have to sign acceptance of this notice on the fault report;
- 13.6.2 The owner may choose to have a new ready board installed with costs recovered via a prepayment purchase agreement (piggy back) on the vending system with the City;
- 13.6.3 No wiring of equipment to the load-side of the ready-board is to be performed by the Tenderer;
- 13.6.4 If the owner chooses a ready board to be replaced, a Certificate of Compliance (CoC) for the new installation of the ready board will be provided by the Tenderer and handed to the owner, with a copy to Project Official, stapled to the Customer Fault Report
- 13.6.5 The acceptance of cost form as per CTES 120 Annexure A: Dangerous or inaccessible installation needs to be returned with the Customer Fault Report.
- 13.7 The Tenderer or his staff will not be allowed to sub-contract to customers for work.
- 13.8 The Tenderer will be responsible to ensure that the service connections are correctly labelled on completion of work (clear address marked on the backing board).

14. COMMUNITY INVOLVEMENT

- 14.1 The Tenderer may be required to attend meetings with the community, other contractors and the CCT Representative to facilitate the work to be undertaken.
- 14.2 The Tenderer must use labour from the local community where possible. Community leaders or their representatives must be involved in the selection of the local labour. These functions will be performed in conjunction with the Customer Support Coordinator.
- 14.3 The conditions of employment for temporary workers drawn from the designated community should be based on the minimum conditions of employment as stated by the Industrial Council for the Electrical industry for the Cape Peninsula area.
- 14.4 Where the Tenderer utilises members of the local community, he will be required to train and instruct the workers on safe working practices.
- 14.5 Reporting in accordance with Government Regulations (as per EPWP or other applicable documents) will be included in the prices quoted.

15. NOTIFICATION OF AND LIAISON WITH AFFECTED PARTIES

- 15.1 The Tenderer shall ensure that the following parties are notified of the proposed meter and reticulation works
- 15.1.1 The Electricity Department's Area Manager or his delegated representative
- 15.1.2 Owners of properties, company representatives and other affected parties

- 15.2 Before inconveniencing the occupants of residences, the Tenderer shall distribute notices to every affected property at least seven days prior to commencement date and liaise with occupants regarding the proposed work. Refer to Appendix D: Notice to replace meter.

16. AVAILABILITY OF FREE ISSUE MATERIALS

- 16.1 To ensure the availability of meters:

- 16.1.1 All prepayment meters and ready boards and other free-issue materials required by the Tenderer will be made available at the local Area Stores;
- 16.1.2 The Tenderer will be required to sign for the receipt of all materials;
- 16.1.3 The Tenderer will be required to store and transport all equipment to site in an approved manner.

17. SITE SECURITY FOR MATERIALS AND STAFF

- 17.1 The Tenderer will be responsible for the security of all uninstalled material (and any equipment stored on site) from the time of collection and will be liable for any loss.
- 17.2 The Tenderer will be responsible for the security of exposed services existing on site and will be liable for the cost of replacing and repairing any such services that may be lost or damaged on his work site.
- 17.3 The cost of all unused materials not returned to the stores will be deducted from payments to the Tenderer. (Old meters returned to Measurement Lab will be used to document replacements)
- 17.4 Tenderer is responsible for all general security arrangements for material and staff.

18. STORAGE FACILITIES

- 18.1 No storage facilities will be provided by the CCT. Supplied free-issue materials shall be stored separately in a lockable area with an indication that these assets belong to the City of Cape Town.

19. APPOINTMENT OF CONTRACTORS

- 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.
- 19.2 No work shall be undertaken without a valid purchase order number from the CCT.
- 19.3 On receipt of a notification number, business partner name and address, the successful Tenderer shall make his own arrangements with the individual owners/ consumers for access to each dwelling as follows:
- 19.3.1 Replacement notices shall be submitted for approval by the Project Official prior to issue;
- 19.3.2 The Tenderer shall only cancel customer appointments with written authorisation of the applicable Project Official;
- 19.3.3 Tenderers are advised that access to some of the dwellings may only be possible after normal working hours and that no additional charges will be accepted by the CCT for shift work.
- 19.4 If the Tenderer is refused access to a dwelling to perform his work in terms of the Contract, he shall follow the disconnection process described below.
- 19.5 On suspicion of by-pass or tamper of an electrical meter, the Tenderer shall follow process as prescribed by the Head: Revenue Protection.

- 19.6 For high volume replacements, arrangements with Revenue Protection Department are required to ensure support is available on site.

20. COMPETENCY REQUIREMENTS AND IDENTIFICATION OF FIELD STAFF

- 20.1 All meter workers shall be accredited as Class 1 Meter Workers [single phase (230V) meter worker] as prescribed in the SANS 474. Portfolio of Evidence in accordance with CTES 067 to be provided. All site supervisors shall, in addition, be accredited as a responsible person as prescribed in the NRS 040. No purchase orders will be placed if staff is not suitably accredited and alternative contractor will be used.
- 20.2 The CCT shall issue appropriate means of identification to each meter worker or employee who perform direct access meter work and the contractor shall ensure that their workers carry this identification while performing meter work. Letters must have the site supervisor's name and contact numbers. Supervisors must be contactable at all times.
- 20.3 All identifications with City of Cape Town logo will remain the property of the CCT.
- 20.4 This identification will indicate the worker's employer and the class of meter work the worker is qualified to perform.
- 20.5 All public facing material shall be brand approved by City Branding.
- 20.6 On completion of the contract, all introduction letters and identification/permission documents and vehicle markings belonging to the CCT shall be returned to the respective Project Officials.
- 20.7 Training and accreditation certificates for all staff shall be available on site for inspection.
- 20.8 Work stoppage shall be issued if any accreditation lapse during execution of the contract.
- 20.9 The Contractor is responsible for the training and accreditation of Class 1 meter workers in their employ.

21. CONTACTABILITY OF SITE SUPERVISION

- 21.1 Site supervisors will be provided with City trunk radios and other mobile devices to facilitate easy communication with members of the CCT.
- 21.2 The CCT will insure all radios or mobile devices and the contractor will be liable for the cost of replacement in case of negligence.
- 21.3 The CCT must be provided with a list of all phone numbers on commencement of the contract.
- 21.4 Up to date standby contact numbers shall be provided to the Call Centre.

22. DISCONNECTION AND RECONNECTION OF SERVICE MAINS

- 22.1 The Tenderer shall designate personnel, accredited in terms of The Electrical Installation Regulations 2009, who in his opinion are sufficiently competent to disconnect and reconnect these supplies, and the Electricity Department will issue them with a permit valid only for the period of the contract.
- 22.2 The supervisor responsible on site will be qualified as an ORHVS Responsible Person (NRS 040) over the meter workers.
- 22.3 The disconnecting and reconnecting of an electricity supply will be limited to isolating at the circuit breaker or other isolating device provided for the purpose (e.g. at an existing meter position).
- 22.4 The contractor shall ensure that the meter line and load side connections are correct, prior to energising the circuit.
- 22.5 A set of meter kiosk keys for the specific area will be issued to each of the Tenderer's accredited responsible persons (NRS 040).

- 22.6 These keys shall be signed for and returned at the end of the contract.
- 22.7 The Tenderer will be responsible for any additional cost arising from illegal/nuisance tripping on installations while reconnecting supply.
- 22.8 The disconnection and reconnection administrative process is as per Appendix G.

23. INSTALLATION EQUIPMENT AND TECHNIQUES

- 23.1 For single phase retrofits (split meters only) where a Distribution Board is flush mounted and accessible at the correct height for the consumer to access the pre-paid meter, a cavity is to be chased from the DB till beyond the cover plate of the Distribution Board accommodating a flexible or rigid 25 mm conduit so the wiring can enter the base from behind. The cavity is to be filled with a poly filler mix or a ready plaster mix; where the distribution board is surface mount a 25 mm flexible conduit will be used to link the prepaid meter to the Distribution Board; where the Distribution Board is installed out of reach the contractor shall bring the pre-paid meter down to eye level linking the pre-paid meter and the distribution board with a flexible or rigid 25 mm conduit.
- 23.2 Where joints are required in conductors, they shall be made with crimped ferrules with only one conductor in each end of the ferrule. Colour coded heat shrink type sleeving (dielectric) shall be fitted to each conductor, before the ferrule is crimped, and drawn back over the ferrule after the joint has been made. The sleeving shall be at least three times as long as the exposed portion of the joint and when finally placed in position, shall be positioned centrally on the joint. The dielectric shall be rated for not less than 1 000 V.
- 23.3 The Tenderer shall at all times make sure that the neutral conductors are solidly connected. Loose connections of this nature have resulted in significant liability claims and communication interference to this CCT.
- 23.4 The individual 2,5 mm² neutral connections to the MCUs in the kiosk shall be connected to a separate neutral bar in the metering compartment.
- 23.5 Ferrules shall match the conductor size but where the existing conductors are imperial measure the ferrule manufacturer's recommendations shall be followed to ensure a proper joint is made with metric measure ferrules.
- 23.6 Crimping tools employed on the project shall be of the type, which will release only when the correct pressure has been applied to the ferrule. If other types of crimping tools are found on the project it will be assumed they have been employed by the Tenderer on this project and he will be required to remake all the joints, under supervision, at his cost.
- 23.7 Where an installation is not possible as a result of cupboards or other obstacles, the customer must be issued with a letter that he/she must provide space for the installation of the passive common base within a prescribed period as per Appendix A: Dangerous or inaccessible installation.

24. REPLACING THE SINGLE PHASE METER

- 24.1 Make appointment with consumer.
- 24.2 If access is refused or cannot be obtained, the Tenderer shall execute processes in accordance with Appendix A: Dangerous or inaccessible installation.
- 24.3 Ask consumer for any spare/unused tokens and punch it into the meter to verify that it is still valid before disconnecting and removing the existing meter.
- 24.4 Check meter number and total units on meter and record on Customer Fault Report (CFR). (If possible in the presence of the consumer/owner)
- 24.5 Perform SAP and Vending replacement record updates via mobile device application. Where unable to make use of mobile application, installer to contact Vending Department via radio or cellular telephone with the following information that will also be captured on the CFR:

- 24.5.1 Old meter number;

- 24.5.2 New meter number;
 - 24.5.3 Correct address and kiosk number;
 - 24.5.4 Total amount of replacement units on meter;
 - 24.5.5 Notification number;
 - 24.5.6 Transfer units into new meter and verify the acceptance;
 - 24.5.7 Record unit's information on meter onto the Customer Fault Report (CFR);
 - 24.5.8 Ask consumer to verify the units on the meter, and to sign the Customer Fault Report (CFR);
 - 24.5.9 Return Customer Fault Report (CFR) to Vending Section (Bloemhof) on a daily basis for their action.
- 24.6 The Tenderer shall be responsible to commission the metering unit and CIU, also demonstrating the operation of the CIU to the consumer and to seal the meter.
 - 24.7 The Tenderer is advised that it is essential that the correct meter numbers and existing meter readings be recorded accurately on the Customer Fault Report (CFR).
 - 24.8 If additional site visits and administrative work by the CCT staff are necessary to correct errors made by the Tenderer or for re-inspection of defective work, the CCT reserves the right to levy a fee as per 2nd visit service charge for every such occurrence and such amounts shall be deducted from his payment certificate. All defective work shall be completed within seven working days from notification.
 - 24.9 All issued tokens shall correspond with the units on the old meter; any discrepancies shall be for the account of the Tenderer and shall be deducted from his payment.

25. IDENTIFICATION OF REMOVED METERS

- 25.1 The street address shall be written in indelible ink attached to each meter indicating from where the meter was removed and the correct reading of the meter shall be recorded on the Customer Fault Report (CFR).
- 25.2 All removed meters shall be accompanied by a copy of the Customer Fault Report (CFR) and returned to the Ndabeni Measurement Lab for recording purposes as per CTES 023 procedure. A receipt will be issued and be required to complete hand-over procedure.
- 25.3 The Customer Fault Report (CFR) shall be completed in full and attached to the returned meter when delivered to the laboratory.
- 25.4 Establish any defects on the electrical installation, faulty appliances or installation anomalies like SSEG and note these on the Customer Fault Report (CFR). Past experience has shown that unreasonable complaints are sometimes received from consumers after prepayment meter installations.
- 25.5 In the case of any unsafe conditions, a written non-conformance shall be issued and the appropriate Project Official shall be notified immediately.
- 25.6 If the insulation is found to be brittle and is damaged whilst the conductors are being worked on, the conductor shall be fitted with heat-shrink sleeving. The sleeving shall be pushed along the conductor into the conduit as far as possible but not less than 80 mm.
- 25.7 In the case of a single meter mounted in an outside meter box, provision shall be made by the Tenderer for at least two sealing-off positions.

26. COMPLETION AND COMPLIANCE

- 26.1 Upon completion of a meter installation, the Meter Worker shall complete the Consumer Fault Report (CFR) a copy of which is enclosed with this tender for information purposes only as Annexure A in CTES 023.
- 26.2 All information shall be recorded.
- 26.3 A copy of the piggy-back acceptance letter (Appendix A) of the corresponding colour shall accompany the coloured Customer Fault Report (CFR) to the Project Official as applicable.

27. INSPECTION AND TESTING OF WORK

- 27.1 For each section of the work, the Tenderer shall notify the CCT Representative when his work is ready for inspection and testing at the following stages:
- 27.1.1 Upon commencement and completion of meter installation;
 - 27.1.2 The Tenderer will only be allowed to continue with specified work after acceptance of each completed stage as specified above.
- 27.2 The CCT representative (Independent Professional Engineer/Technologist) will inspect and test the completed work and endorse the prescribed checklist or hand-over certificate before acceptance of the Tenderer's work. No payment can be authorised without acceptance of the checklists and hand-over certificates by the Electricity Department.
- 27.3 Depending on the work undertaken, the tests may include an insulation resistance test, continuity tests, etc.
- 27.4 Matters arising from work carried out by the Tenderer, which is not adequately addressed by the checklists or hand-over certificates, may be detailed by the Electricity Department on a conformance schedule. The Tenderer will be required to successfully address all outstanding issues on the compliance schedule before full payment for this work can be authorised.
- 27.5 The Tenderer/Project Manager will submit progress payment certificates, hand-over certificates, conformance schedules and invoices on completion of work for checking to the Independent Professional Engineer/Professional Technologist who in turn will supply the checked and signed documentation to the Project Official for processing
- 27.6 The Independent Professional Engineer or Professional Technologist shall inspect the work, complete the handover certificates, certify the payment and submit all documentation to the Project Official for payment processing.

28. FIRST LINE RESPONSE SERVICES

- 28.1 The first line response and meter replacement services will be the responsibility of the Tenderer from the date of the site establishment until final hand-over for all meters in the specified project.
- 28.2 Tenderer will provide all first line response services prior to handover date. The response time shall be to a maximum of 2 hours per call. The Electricity Call Centre will refer first line maintenance calls to this team and which shall be available 24 hours a day, seven days a week.
- 28.3 The customer will call the standard Call Centre number for fault reporting and follow-up. The Call Centre will direct the complaint to the Tenderer's standby team.
- 28.4 The Project Manager will ensure that a Tenderer's standby list is available for the duration of the project
- 28.5 For reticulation faults, the Call Centre will redirect the call to First Line Response teams.
- 28.6 Response times outside the specified service levels will be treated as a serious non-delivery on the contract.
- 28.7 Final invoicing for site work to the City shall happen on hand over.

29. EQUIPMENT, WORKMANSHIP AND BEHAVIOUR

- 29.1 The quality of work must be of the highest standard, and shall be guaranteed for a minimum period of 12 months from handover.
- 29.2 All tools and equipment including crimping tools, etc. must be supplied and transported to site by the Tenderer.

- 29.3 The CCT reserves the right to accept or reject any materials or workmanship which in his opinion does not meet, recognized standards.
- 29.4 Inspections will be carried out by the CCT's representative during the tenure of the contract and any poor or sub-standard work, which may be found, shall be corrected by the Tenderer, at his own cost, to the satisfaction of the CCT.
- 29.5 All materials used on the contract shall comply with the relevant SANS specification and shall be subject to the CCT's approval.
- 29.6 The CCT reserves the right to insist that the Tenderer withdraws any of his staff for this contract should repeated complaints be received, or if the CCT is made aware of any unreasonable behaviour by such staff.
- 29.7 All conductors employed on this project shall be manufactured from soft drawn annealed copper and shall comply with SANS 1507 and compatible with existing installation.
- 29.8 The Tenderer shall carry out any tests, which, in the opinion of the CCT, are required.
- 29.9 Employees of the Tenderer are required to be courteous and professional on site, and are to be dressed neatly in a uniform manner that is appropriate for the task.

30. PROTECTION OF EXISTING SERVICES AND PROPERTY

- 30.1 The Tenderer shall assume full responsibility in case any person in his service is directly or indirectly responsible for any damage caused to other services or property. The Tenderer shall bear the cost of any such damage.

31. WORKER REQUIREMENTS

- 31.1 The Tenderer will be responsible for ensuring that adequate potable water is available on site at all times, that arrangements are made to ensure that workers have access to latrine facilities and for the correct safety equipment and clothing.

32. VARIATIONS

- 32.1 Tenderers are required to submit variation order requests prior to the execution of any work.
- 32.2 All deviations shall be executed only after variation purchase order for this work has been issued by the CCT.

33. SAFETY REQUIREMENTS

- 33.1 A risk assessment as per Appendix E shall be done prior to any electrical installation work.
- 33.2 All field workers shall conform to CTES 029: Measurement Safety Instruction.
- 33.3 A pro-forma Safety Plan in accordance with the Safety Specification: CTES 067 shall be provided with the returnable documents.
- 33.4 Possible risk experienced on site include: traffic; possible back-feed from standby generators; dangerous pets; insects; vermin; drug related violence; exposed mains; unlocked kiosk, working at heights.
- 33.5 For safety related matters found on site that are the responsibility of the City, a non-conformance shall be raised. Non-conformance booklets are available on request, should the contractor not have an internal system.

34. COMPLETION OF PROJECTS

- 34.1 For each purchase order the milestones will be negotiated and agreed upon by the Representative.

35. SITE SURVEYS (RELATED TO ITEM 10 OF THE PRICE SCHEDULE)

35.1 Survey Street Furniture associated with possible Meter Replacement:

- 35.1.1 Identifying if the street furniture is suitable for meter replacements;
- 35.1.2 Identifying kiosk number and location (eg on order of no 3 and 5 Rietvlei street, Sarepta); in cases where the kiosk number is non-existent, the location will be supplied.
- 35.1.3 GPS co-ordinates in decimal format for each kiosk will be supplied;
- 35.1.4 Identifying the phase (red, white/yellow or blue) each meter is connected to as well as the circuit breaker size;
- 35.1.5 Replace old lock with standard yellow CoCT lock;
- 35.1.6 Prepare survey report and list any shortcomings;
- 35.1.7 Email report to CoCT for approval.
- 35.1.8 Survey to be updated with as-built data.

36. AD-HOC METER REPLACEMENTS (RELATED TO ITEMS 13, 14 AND 15 OF THE PRICE SCHEDULE)

- 36.1 Additional fee for ad-hoc replacement means the additional charges applicable if the replacement is not a block replacement. Central and outlying areas to be defined as per figure below.
- 36.2 Rate applicable for additional ad-hoc fee for central areas based on figure below,
- 36.3 Rate applicable for additional ad-hoc fee for outlying areas based on figure below.
- 36.4 Cancellation fee for ad-hoc replacement means where an order issued for ad-hoc replacement cannot be concluded due to circumstances.

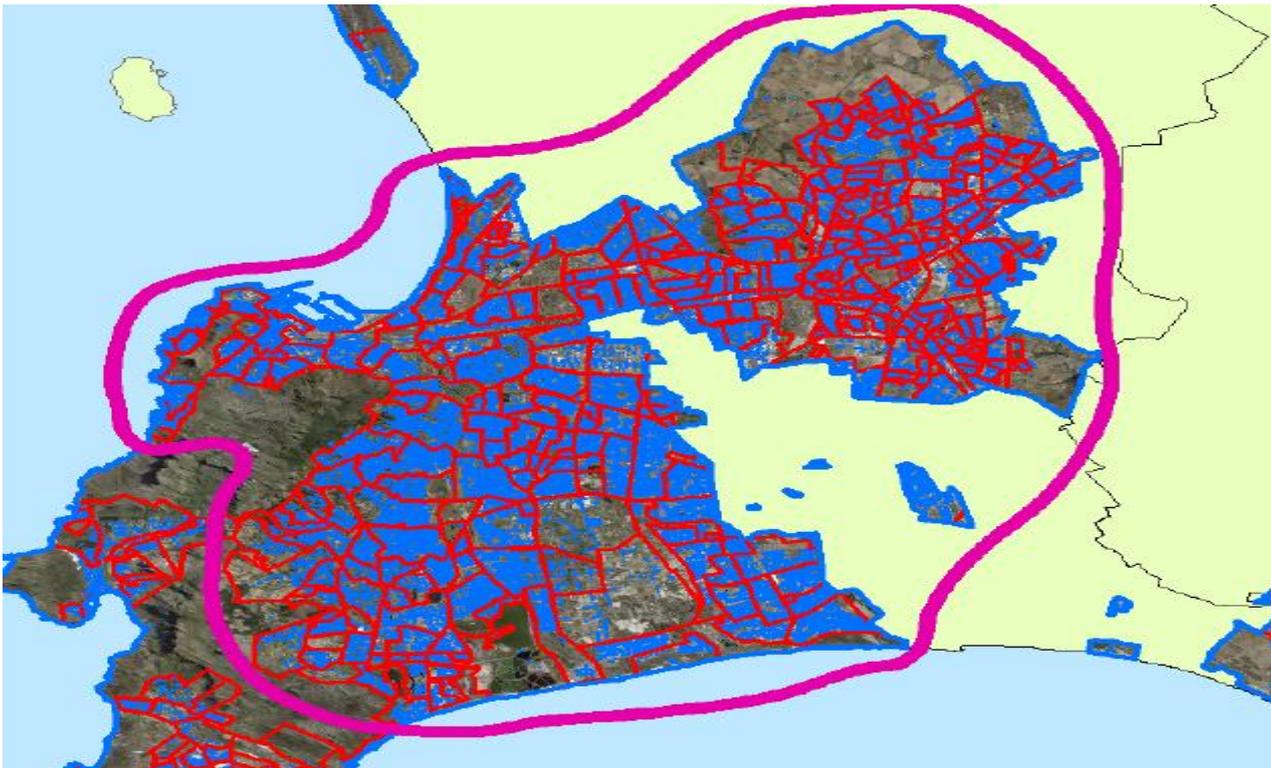


Figure 1. Map indicating central areas for ad-hoc meter replacements

37. INSTALLATION OF METER KIOSKS (RELATED TO ITEMS 16, 17, 18 AND 19 OF THE PRICE SCHEDULE)

- 37.1 From time to time the contractor will encounter kiosks that need replacement. The City of Cape Town will provide the kiosk. Rates for the following are required:
 - 37.1.1 The installation of the kiosk
 - 37.1.2 The re-instatement of the kiosk
 - 37.1.3 Trenching per meter in soft and medium soil (minimum depth of 800mm and minimum width of

- 300mm for LV feeder cables)
- 37.1.4 Trench re-instatement per meter
- 37.1.5 Professional services relating to kiosk installation is included in the price offered.

37.2 Kiosk installation to be in accordance with District requirements.

38. POLE BOX AND OVERHEAD SERVICE INSTALLATION (RELATED TO ITEMS 20 AND 21 IN PRICE SCHEDULE)

38.1 Overhead supply to installations will require a pole box for split meters. The City of Cape Town will provide the pole box and rates for the following for overhead installation services are required:

- 38.1.1 Pole box replacement / installation
- 38.1.2 Overhead service installation
- 38.1.3 Professional services for overhead service installation and pole box installation to be included in the price offered.

38.2 Pole box installation to be in accordance with District requirements.

39. CONTINGENCY (RELATED TO ITEM 12 IN PRICE SCHEDULE)

39.1 Provision for unforeseen goods or services, under the following conditions:

- 39.1.1 Contractor to supply a quotation for unforeseen goods and/or service.
- 39.1.2 Quotation to be scrutinised and signed-off by Area Official prior to purchase order being generated for specific contingency.
- 39.1.3 Quotation shall not exceed 15% of the original purchase order value.

40. 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.

41. 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.

42. 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'

CTES 120: APPENDIX A - DANGEROUS OR INACCESSIBLE INSTALLATIONS



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

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CITY OF CAPE TOWN - ELECTRICITY GENERATION AND DISTRIBUTION

DANGEROUS OR INACCESSIBLE INSTALLATION

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

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

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

14. Refusal of admittance

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

21. Right to disconnect

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

47. Metering accommodation

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

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

I (owner of property to sign selection below)

(1) hereby give Electricity Generation and Distribution the mandate to replace the ready board in accordance with the Sundry Tariff Schedule (“Replacement of unsafe ready board. Used in conjunction with meter replacement. Cash payment or recovered via PPM System.” excl. VAT for 2015/2016 as amended) and recover cost from prepayment system.

Signed:

(2) will arrange for the repair/replacement of the installation and will be ready for inspection on 20.....-.....-..... at(within 14 days of initial visit.)

Signed:
I acknowledge if the installation is not ready for inspection or not safe at this time, the supply will be disconnected without any further correspondence.

CTES 120: APPENDIX B - CLOSE OUT AND SIGN-OFF LIST



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STAD KAAPSTAD

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INSPECTION AND HANDOVER REPORT

Project No : _____ Date: _____
 Installation : _____ Time: _____
 Location : _____ Ref: _____
 Portion inspected : _____

STAGE OF INSPECTION	SYMBOL USED	SYMBOL	DEFINITION
Equipment inspected prior to installation		T	Correct
Equipment inspection after installation		X	Incorrect
Progress snagging inspection		-	Not applicable
Completion and hand-over inspection		*	For next inspection

NOTE:

- The attached inspection report completed by the Consulting Engineer/Contractor does not exempt the contractor of his responsibilities in terms of the City of Cape Town's standards or any codes of practice and regulations. No deviations from the standards shall be accepted unless previously approved in writing.
- The Consulting Engineer/Contractor must complete columns A & B of the inspection lists and "**SECTION A**" below and return the inspection report to the associated City of Cape Town's representative as notification that the installation is ready for the final inspection.
- Our direct cost associated with the inspection shall be charged to the contractor, if previously identified items or general defects not attended to are still found outstanding.

Inspected by : _____ Date: _____

Consulting Engineer/
Contractor present : _____ Date: _____

SECTION A

We _____ (Consulting Engineer/Contractor name) wish to inform the representative of the City of Cape Town that we have completed all outstanding work and rectified all the defects listed, after further inspection by ourselves. We therefore request you to conduct the final inspection/s.

Signed: _____

Name: _____

Dated: _____

CTES 120: APPENDIX C - PROCESS FOR PREPAYMENT METER REPLACEMENT

1. Identification of meter to be replaced – Vending

- Identify problematic / potential problematic meter on System Master Station or SAP
 - SAP profile for CICO
 - Vending SMS profiling
- Do purchase history check. Create low consumption/possible tamper notification with purchase history to Revenue Protection (see note). Forward “suspect” meter list as separate list for master data correction. After correction, create a notification on Revenue Protection’s work centre to run as parallel process with other meters. (See no.3)

2. Verification of master data on SAP – Vending

Creation of master data - CSS

- Check if master data of the meter is on SAP and if not to rectify
 - SAP profile for ISU master data

3. Create notification for replacement of meter – Vending, (Project Room)

- Create C3 notification to replace meter
 - SAP profile for CICO
 - SAP profile to create notifications

4. Create block service order on C3 notification – (Project Room)

- Run variant to obtain C3 notification and create service order
 - SAP profile for CICO
 - SAP profile to create service order from notification

5. Book material and issue block service order – (Project Room)

- Create reservation for material at stores
 - SAP profile to book material from stores

6. Replacement of meter along with issue of remaining units – Tenderer and Vending

- Feedback to Vending from meter worker regarding remaining units to be issued
 - Profile on SMS to issue free units

7. Master data update on SAP and SMS – Vending

- Update master data from notification and service order
- Update master data from notification and service order
 - SAP profile to do master data

8. Update of notification – (Project Room)

- Feedback and book costs on service order and feedback on notification
- Recovery of ready boards costs (P7 works order) where applicable
 - SAP profile for CICO
 - SAP profile for service orders
 - SAP profile for notifications

9. Book old/replaced meter into Measurement Laboratory – Tenderer

- Hand old meter in at Laboratory along with copy of Customer Fault Report
 - Knowledge of CTES 023

10. Gather meter information electronically through GRAB system – Measurement Laboratory

- Interrogate meter electronically to obtain information in meter
 - Knowledge and training on GRAB system
- Update notification with electronically extracted information from GRAB system for audit purposes.
 - SAP profile for CICO
 - SAP profile for notifications

11. Verify GRAB and meter feedback information– Vending

- Check if field information coincide with feedback on notification from Measurement
 - SAP profile for CIC0
 - SAP profile for notifications
 - Profile on Vending SMS

12. Verify units to be issued- Vending

- Profile on Vending System

13. Complete notification- (Project Room)

- SAP profile for notifications

Note: Investigator must check for tampers in the field. If any irregularities were found, a contravention notice must be issued and an account adjustment must be done according to RP processes.

Abbreviations

- **SAP** – Financial system of City of Cape Town
- **CIC0** – Customer interaction centre on SAP
- **CSS** – Customer Support Services
- **BI** – Business Information
- **ISU** – Industry Solution Utility on SAP where master data is done
- **C3** – Type of notification to replace a meter
- **FLR** – First Line Response section
- **SMS** – System Master Station for vending
- **CTES 023** – Document how to receive meters at the Measurement Laboratory
- **RP** – Revenue Protection

CTES 120: APPENDIX C1 - PROCESS FOR CREDIT METER REPLACEMENT

Project Official will identify the Area of meter replacement.

- 1. Identification of meter to be replaced - (Project Room/CSS)**
 - Identify credit meters to be replaced
 - SAP profile for CIC0
- 2. Verification of master data on SAP – CSS**
 - Allocation to the correct Erven and correction of master data
 - SAP profile for ISU master data
- 3. Create notification for replacement of meter – (Project Room/ CSS)**
 - Create Z9 notification to replace meter
 - SAP profile for CIC0
 - SAP profile to create notifications
- 4. Create block service order on Z9 notification – (Project Room /CSS)**
 - Run variant to obtain Z9 notification and attached service order
 - SAP profile for CIC0
 - SAP profile to create service order from notification
- 5. Book material and issue block service order – (Project Official)**
 - Create reservation for material at stores
 - SAP profile to book material from stores
- 6. Replacement of meter – (Tenderer/Field staff)**
 - Provide device removal details (CFR)
- 7. Update of notification – (Project Room)**
 - Update notifications and service orders with meter feedback
 - SAP profile for CIC0
 - SAP profile for service orders
 - SAP profile for notifications
- 8. Master Data update on SAP – (Project Room /CSS)**
 - SAP profile for ISU master data.
- 9. Book old/replaced meter into Measurement Laboratory – (Tenderer)**
 - Hand old meter in at Laboratory along with copy of CFR
 - Knowledge of CTES 023
- 10. Complete notification- (Project Room)**
 - SAP profile for notifications

Note: Tenderer/Field staff must check for tampers in the field. Any irregularities must be reported to the project office.

Project Room to complete Z9 notification and create C3 notification for RP.

Abbreviations

- **SAP** – Financial system of City of Cape Town
- **CIC0** – Customer interaction centre on SAP
- **CSS** – Customer Support Services
- **BI** – Business Information
- **ISU** – Industry Solution Utility on SAP where master data is done
- **C3** – Type of notification to replace a meter
- **FLR** – First Line Response section
- **CTES 023** – Document how to receive meters at the Measurement Laboratory
- **RP** – Revenue Protection
- **CFR** – Customer Fault Report
- **Z9** – Type of notification to replace meter

CTES 120: APPENDIX D : NOTICE TO REPLACE METER

NOTICE TO REPLACE YOUR ELECTRICITY METER

REPLACEMENT OF SINGLE-PHASE ELECTRICITY METERS, TENDER:

A contractor has been appointed by the City of Cape Town to replace your existing electricity meter with a new-technology split-prepayment meter. For replacement bookings call 021 704 0104 or SMS 073 998 9397. For meter queries or information, please contact the Electricity Call Centre at 0860 103 089, SMS 31220 or power@capetown.gov.za.

NB: The meter replacement is FREE; please make contact with the contractor as soon as possible as failure to make contact may result in a possible interruption to your electricity supply.

Home owners are cautioned to only allow contractors with proper Elex Khanyisa identification cards issued with the logo of City of Cape Town.

In addition to this, a reference number is created prior to the installation and its authenticity can be verified by contacting the call centre at 086 010 3089 before permitting access to the premises.

Yours faithfully

Algernon Clayton - Project Official
Electricity Services: Measurement
 City of Cape Town
 e-mail: Algernon.Clayton@capetown.gov.za

TENDERER CONTACT INFORMATION HERE
TENDERER CONTACT INFORMATION HERE

TENDERER LOGO HERE



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METER REPLACEMENT PROJECT

REPLACEMENT OF CREDIT AND OLDER PREPAYMENT METERS

CONSUMER: _____
 ADDRESS: _____
 AREA: _____

ONLY IN YOUR AREA FOR 1 MONTH

Dear Consumer

The City's Electricity Services Department is currently busy with a project for the upgrading of electricity meters which entails replacing these with new technology prepayment meters.

How will this affect you?

You need to arrange an appointment with the appointed contractor in order to have the meter replaced. On the day of the upgrade, the contractor will need access to the distribution board in your home to perform the installation or upgrade of the prepaid-electricity meter.

Each home will receive a new electricity meter of which the customer interface unit will be located next to the distribution board. The upgrade is absolutely free and you will remain on exactly the same tariff as before.

Failure to establish contact may result in the disconnection of your supply so please arrange contact with the contractor as soon as possible.



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CTES 120: APPENDIX E - RISK ASSESSMENT FORM

 <p>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</p> <p style="font-size: small;">Making progress possible. Together.</p>	<p>LV WORK SITE RISK ASSESSMENT</p>
---	--

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

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

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

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

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

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

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

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

CTES 120: APPENDIX F - MAP



CTES 120: APPENDIX G

Disconnection & Reconnection Procedure

(Monday to Wednesday)

Step 1

Office Staff:

- Review Master file and prepare replacement notices (Appendix H) together with disconnection notices (Appendix I) for delivery by field staff.
- Scan each Disconnection Letter and send to MRP / Call Centre /Revenue Protection for loading into SAP

Field staff:

- Delivers disconnection notice with notice of replacement to consumer address. Collecting and providing proof of delivery in the form of photographs to Project's office.

Step 2: 14 days later

Office staff:

- Reviews Master file and collects information for installations which were not completed, where customers did not establish contact or where customers refused access to perform the replacement.
- Communicate this list of possible disconnections for the day to relevant parties.
- Field staff:Go to installation address and, before disconnection, inform consumer (or whoever is present at the premises) of the City's intent to immediately disconnect the electricity supply.
- Disconnect supply at Kiosk/Pole and place Red Seal and Disconnection Tag on Circuit Breaker. If consumer is at home and allows replacement, then disconnection will be cancelled and meter will be replaced immediately or an appointment will be made for replacement within the following 5 days.
- If there is nobody at home – Place copy of Disconnection notice in Letterbox/Under Front Door - Disconnect supply at Kiosk/Pole and place Red Seal and Disconnection Tag on Circuit Breaker.

Reconnection by contractor – up till 19:30

- If customer makes contact with the installer via cell phone, the installer should explain that they are responding to a disconnection order initiated by the CoCT 14 days earlier, however if they make an appointment to have their meter replaced within 5 days, then the installer may immediately reconnect their power supply.
- Reconnection request after 19:30 will be actioned the following working day for Revenue Protection cases, all other disconnections for replacement of meters will be reconnected on a Friday and disconnected on the following Monday again.
- No disconnections to be performed on Thursdays, Fridays and the day before a Public Holiday.
- Electricity supply will be disconnected immediately if contractor is not allowed access to perform replacement for scheduled appointment within the agreed 5 day period.
- Call Centre, Vending & FLR to redirect customers to (tenderer's name) so that Tenderer can arrange appointment and reconnection.

Email Daily Disconnection Report to the following:

Project manager: Algernon.Clayton@capetown.gov.za; Lionel.Hills@capetown.gov.za;

Thamsanqa.Matini@capetown.gov.za

Vending Section: Samantha.Adriaanse@capetown.gov.za or their representative/s

First Line Response: Petrus.Eigelaar@capetown.gov.za / Douglas.Daries@capetown.gov.za /

Refiloe.Tshicila@capetown.gov.za or their representative/s

Revenue Protection: David.Hawes@capetown.gov.za or their representative/s

District (East): Roadwell.Mpongo@capetown.gov.za or their representative/s

District (North): Orren.Groenewaldt@capetown.gov.za or their representative/s

District (South): Simphiwe.Ndzuzo@capetown.gov.za or their representative/s

Technical Operations Centre (TOC): Mary-Ann.Fransman@capetown.gov.za

*Only disconnections for which evidence of disconnection were submitted are billable on this contract

CTES 120: APPENDIX H - DISCONNECTION NOTICE

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

City of Cape Town
 Stad Kaapstad
 IsiXeko Sasekapa

Electricity Services Department
 Departement Elektriesiteitsdienste
 ISebe Lombane

Agent:
 Agent:
 I-arhente: _____
 phone 021 704 0104

Address: _____

Date: _____

Dear Sir/Madam

ACCESS TO PREMISES

An agent of the Electricity Services Department visited your premises today to replace your electricity meter but was unable to gain access to the premises. Please phone the abovementioned number for an appointment so that the department's agent can gain access to the premises to carry out the necessary work.

Failure to comply with this request within 14 days of the abovementioned date may result in the disconnection of your supply **without further notice** in terms of Sections 12, 14 and 21(4) of the City of Cape Town Electricity By-law.

TOEGANG TOT PERSEEL

'n Agent van die Departement Elektriesiteitsdienste was vandag by u perseel om u elektriesiteitsmeter te vervang maar kon nie toegang tot die perseel verkry nie. Skakel asseblief die bogenoemde nommer vir 'n afspraak sodat die departement se agent toegang tot die perseel kan verkry om die nodige werk te verrig.

Versuim om binne 14 dae aan hierdie versoek gehoor te gee kan **sonder enige verdere kennisgewing** tot die afsluiting van u toevoer lei, ingevolge artikel 12, 14 en 21(4) van die Stad Kaapstad se Verordening op Elektriesiteit.

UKUNGENA ENDLWINI

I-arhente yeSebe leeNkonzo zoMbane ibifikile namhlanje ukuzokuthsintsha imitha yakho yombane kodwa ayikwazanga ukungena endlwini. Nceda utsalele eli gosa likhankanywe ngentla ukwenza idinga ukwenzela ukuba i-arhente yesebe ikwazi ukungena endlwini ukuze yenze umsebenzi ofunekayo.

Ukungathobeli esi sicelo kwisithuba seentsuku ezili-14 ukususela kulo mhla ukhankanywe ngentla kusenokukhokelela ekubeni umbane wakho ucinywe **ngaphandle kwesinye isilumkiso** ngokungqinelana namaCandelo 12, 14 ne-21(4) oMthetho kaMasipala ojongene noMbane wesiXeko saseKapa.

OFFICE HOURS

Monday to Friday
 08:00 - 16:00

KANTOOR URE

Maandag tot Vrydag
 08:00 - 16:00

AMAXESHA OMSEBENZI

Mvulo ukuya Ngolwesihlanu
 08:00 - 16:00

Notification no. _____

TENDERER LOGO HERE

ANNEXURE A: CTES 023 - PROCEDURE FOR RECEIVING FAILED-IN-SERVICE METERS

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

ITEM	DESCRIPTION	PAGE
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	Annexure B: Calibration Receipt and Feedback Form	
	Annexure C: Conventional & Programmable Depot Marking Indication	
	Annexure D: Duplicate memo book	

1. OBJECTIVE

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

2. SCOPE

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

3. DEFINITIONS/ABBREVIATIONS

Attend	-	Field staff attending to the fault
BP	-	Business Partner, Customer
CFR	-	Customer Fault Report of the City of Cape Town : Electricity Department (refer to CTES 023: Annexure A)
ED	-	Electricity Dispenser
FLR	-	First Line Response
Meter	-	Conventional, programmable, solid state meter, or electricity dispenser
MC	-	Measurement Construction team
MI	-	Meter Investigation team
MRP	-	Meter Removal Procedure
RP	-	Revenue Protection

4. COMPLETION OF THE CFR

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

4.1 Section A – Customer details

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

4.2 Section B – Technical history

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

Refer to: Metering

4.3 Section C – Metering replacement data

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

4.4 Section D – Customer acknowledgement

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

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

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

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

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

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

6. REMOVAL AND RETURN OF METER

The removal and return of meter shall proceed as follows:

6.1 Site work

- prior to the *Attend* removing the *ED* from installation, they must ask the *BP* if they have any unused tokens that need to be entered into the *ED*.
- if the tokens cannot be entered into the *ED*, the *Attend* must collect the token receipt from the *BP* – a copy of all the token receipts that must be entered into the *ED* shall be provided to the Measurement Lab.
- the original tokens and a copy of the CFR must be provided to Vending.
- the meter must be removed from the installation as per this *MRP*.
- inform Vending of new meter details and replacement units.
- the *CFR* is to be attached to the *meter*.
- for conventional and programmable meters, a label with the respective colour coding as defined in **CTES 023 - Annexure C** shall be stuck to the meter.
- the removed *ED* shall be placed into a large blue plastic bag, and **fumigated with a disinfectant spray** (sprayed against the side, on the inside of the bag and not onto the *ED*, and the bag shall be sealed.

6.2 Office work

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

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

6.3 Meter return process

- all the *ED's* removed by *Attend* shall be listed with meter numbers and type on a memo sheet from a duplicate book such as shown in **CTES 023 - Annexure D**.
- the conventional and programmable meters removed by *Attend* shall be listed with meter numbers and type on a separate memo sheet shown in Annexure C to that of the *ED's*.
- the Measurement Lab shall date and sign the receipt of meters.
- all meters shall be returned to the Measurement Lab within five working days from date of removal.

NOTES:

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

CITY OF CAPE TOWN : ELECTRICITY SERVICES : CONSUMER FAULT REPORT

CTES 023: ANNEXURE A

A. CONSUMER DETAILS

Notification no.: _____ Fault detail: _____
 Consumers name: _____ Street name & no.: _____ Suburb: _____
 District: _____ Supply (kiosk no. etc): _____ Vehicle reg. no.: _____ Type of vehicle: _____ Km: _____
 Staff attend: _____ Staff no.: _____ Start time: _____
 _____ Finish time: _____
 _____ Date _____

B. TECHNICAL HISTORY

OBJECT			DAMAGE			CAUSES			ACTIVITIES	
<input type="checkbox"/> Busbar	<input type="checkbox"/> Gland	<input type="checkbox"/> Pole	<input type="checkbox"/> Blown/Burst	<input type="checkbox"/> Keypad Failure	<input type="checkbox"/> Power Light On	<input type="checkbox"/> By-passed	<input type="checkbox"/> Loose Connection	<input type="checkbox"/> Rodents	<input type="checkbox"/> Assist	<input type="checkbox"/> Replaced
<input type="checkbox"/> Bushing	<input type="checkbox"/> Hinges	<input type="checkbox"/> Prepayment Meter	<input type="checkbox"/> Breaker not Tripping	<input type="checkbox"/> Label Removed	<input type="checkbox"/> Punctures	<input type="checkbox"/> Consumer Fault	<input type="checkbox"/> Maintenance	<input type="checkbox"/> Safe Switching	<input type="checkbox"/> Alter Setting	<input type="checkbox"/> Reset
<input type="checkbox"/> Cable	<input type="checkbox"/> Insulator	<input type="checkbox"/> Stay	<input type="checkbox"/> Load not Detected	<input type="checkbox"/> Malfunctioned	<input type="checkbox"/> Ripped	<input type="checkbox"/> Corrosion	<input type="checkbox"/> Moisture	<input type="checkbox"/> Setting	<input type="checkbox"/> By-Passed	<input type="checkbox"/> Rewired
<input type="checkbox"/> Cable Box	<input type="checkbox"/> Kiosk	<input type="checkbox"/> Stayguard	<input type="checkbox"/> Broken	<input type="checkbox"/> Negative Balance	<input type="checkbox"/> Seals Removed	<input type="checkbox"/> E/Leakage	<input type="checkbox"/> Negligent Maintenance	<input type="checkbox"/> Short Circuit	<input type="checkbox"/> Cleaned	<input type="checkbox"/> Temp Repair
<input type="checkbox"/> Cable Joint	<input type="checkbox"/> KWH Meter	<input type="checkbox"/> Streetlighting	<input type="checkbox"/> Burnt	<input type="checkbox"/> No Display	<input type="checkbox"/> Stolen	<input type="checkbox"/> Excavation	<input type="checkbox"/> No Maintenance	<input type="checkbox"/> Software Problem	<input type="checkbox"/> Cut Trees	<input type="checkbox"/> Tested
<input type="checkbox"/> Circuit Breaker	<input type="checkbox"/> Load Control Relay	<input type="checkbox"/> Switchgear	<input type="checkbox"/> Contactor Failure	<input type="checkbox"/> No Display < 50 units	<input type="checkbox"/> Tamper Flag On	<input type="checkbox"/> Fatigue/ Ageing	<input type="checkbox"/> None/Private	<input type="checkbox"/> Theft	<input type="checkbox"/> Disconn/Reconn.	
<input type="checkbox"/> Conductor	<input type="checkbox"/> Lock	<input type="checkbox"/> Termination	<input type="checkbox"/> Continuous Noise	<input type="checkbox"/> None	<input type="checkbox"/> Tamper Plugs Removed	<input type="checkbox"/> Faulty	<input type="checkbox"/> No Sequence	<input type="checkbox"/> Token not Accepting	<input type="checkbox"/> None	
<input type="checkbox"/> Connector/ Clamp	<input type="checkbox"/> Lock Device	<input type="checkbox"/> Wiring	<input type="checkbox"/> Cracked	<input type="checkbox"/> Physical Damage	<input type="checkbox"/> Torn	<input type="checkbox"/> Fauna	<input type="checkbox"/> No Units	<input type="checkbox"/> Vandalism	<input type="checkbox"/> Painted	
<input type="checkbox"/> Consumer Fault	<input type="checkbox"/> Minisub/TX		<input type="checkbox"/> Damages	<input type="checkbox"/> Exploded	<input type="checkbox"/> Tripped	<input type="checkbox"/> Fire	<input type="checkbox"/> No Payment	<input type="checkbox"/> Vehicle (Mechanical)	<input type="checkbox"/> Reconditioned	
<input type="checkbox"/> Earthing/Spike	<input type="checkbox"/> Oostersee Box		<input type="checkbox"/> DB Tamper	<input type="checkbox"/> Fault Mode	<input type="checkbox"/> Worn	<input type="checkbox"/> Flora/Trees	<input type="checkbox"/> Overload		<input type="checkbox"/> Removed	
<input type="checkbox"/> Fuse	<input type="checkbox"/> Overhead Supply		<input type="checkbox"/> Flash Over	<input type="checkbox"/> Pilot Cable		<input type="checkbox"/> Insects Infest	<input type="checkbox"/> Pollution		<input type="checkbox"/> Repaired	
<input type="checkbox"/> Fuse Carrier						<input type="checkbox"/> Lighting				

Refer to: Revenue Protection Vending MV LV Public Lighting FLR ESKOM Revenue Management Metering

Time referred: _____ Acknowledged by: _____ Material used: _____

Remarks: _____

C. METERING REPLACEMENT DATA

Old meter no.: _____ Credit available/reading: _____ Tokens not punched in: _____

Total units consumed: _____ Seal no.: _____

New meter no.: _____ Type & Rating: _____

Changed by: _____ Signature: _____ Date: _____ Seal no.: _____ Complete (Yes/No): _____

Credit/Coupons transferred (Yes/No): _____ Token value requested: Units _____ R _____ Token generated @ SMS by: _____

D. CUSTOMER ACKNOWLEDGEMENT

I, _____ the undersigned, am satisfied with the service provided and with the number of units credited to my new Prepayment Meter (where applicable). **NB: Please notify the Prepayment Meter Vending Section at Tel: 0800-220-440 of any unused electricity tokens not included in the above within seven days to enable the token to be processed.**

SIGNATURE: _____

DATE: _____

CTES 023: ANNEXURE B - Calibration Receipt and Feedback Form

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

Test and Evaluation Feedback Form

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

Receipt on behalf of the Measurement Laboratory

MEASUREMENT LABORATORY	name	signature	date
received by			
procedure used			

Contract review(if necessary)

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

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

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

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

Calibration/testing completed	calibrator	signature	date

Approved	Principal Technician	signature	date

Receipt on behalf of the customer

CUSTOMER	name	signature	date
Received by :			

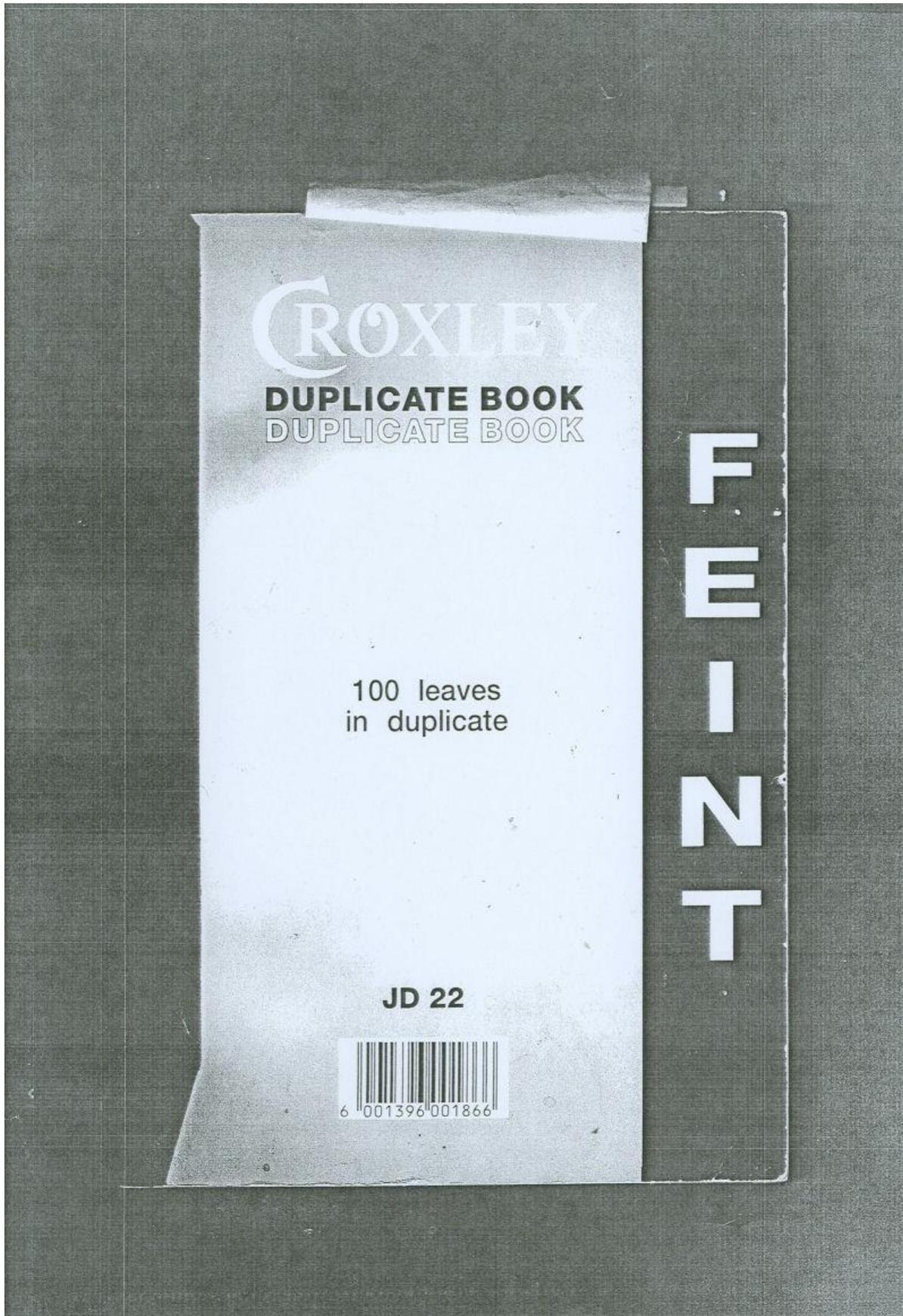
CTES 023 - ANNEXURE C**CONVENTIONAL & PROGRAMMABLE DISTRICT MARKING INDICATION**

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

NOTE

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

CTES 023 – ANNEXURE D
(or equivalent)



ANNEXURE B: CTES 029 – MEASUREMENT SAFETY INSTRUCTION

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

1. APPLICATION

This instruction is applicable to all work executed by Measurement staff.

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

2. REFERENCES

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

3. INSTRUCTIONS

- 3.1 Only suitably accredited meter workers (in accordance with SANS 474: Code of practice for electricity metering) shall undertake any work on any metering installation.
- 3.2 Valid NRS 040 certification at the correct level (Authorised Person, Responsible Person or Entry) is required for all work.
- 3.3 A risk assessment shall be done at every work site prior to the commencement of work and will be signed by all on site (contractors included). The referenced LV work site risk assessment forms shall be used for all work and be filed in project/erf files.
- 3.4 Any dangers/risks are to be reported to line management in terms of non-conformance policy. Line management to ensure appropriate action.
- 3.5 Appropriate personal protective equipment is to be worn at all times by personnel. Contractors shall also wear the correct personal protective equipment at all times on all sites.

- 3.6 A metering installation must be disconnected from all points of supply (isolated) prior to the commencement of work on the installation.
- 3.7 On class 3 and class 4 metering installations, where the meter panel is separate from the supply panel, secondary isolation must be safely achieved before working on the metering installation.
- 3.8 The accredited meter worker shall perform the isolation, safety testing, attach safety notification (men at work) and earthing as applicable.
- 3.9 The site shall be restored on completion of the work and the withdrawal notice signed off by all personnel (including contractors.)
- 3.10 All safety inspection registers for tools, personal protective equipment, fire extinguishers and first aid kits to be kept up to date all times. Deviations to be reported to line management.
- 3.11 Any deviations from these instructions must be in accordance with an approved, written safe work procedure (i.e. live testing/verification of metering installation).

ANNEXURE D: CTES 067 - MEASUREMENT ACCREDITATION AND SAFETY REQUIREMENTS

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

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
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8.	Documentation	3
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1. SCOPE

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

2. NORMATIVE REFERENCES

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

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

3. TENDERS

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

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

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

4. TRAINING

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

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

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

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

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

5. ACCREDITATION PROCESS AND DOCUMENTATION

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

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

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

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

* User specific

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

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

6. SAFETY

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

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

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

7. ON SITE

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

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

8. DOCUMENTATION

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

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

9. ANNEXURES

Annexure A – Portfolio of evidence checklist

Annexure B – LV work site risk assessment

Annexure C – CTES 029 Safety declaration form

Annexure D – Application for accreditation as meter worker

Annexure E – Safety Specification

CTES 067: ANNEXURE A**Portfolio of evidence checklist**

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

CTES 067: ANNEXURE B

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

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

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

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

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

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

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

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

CTES 067: ANNEXURE D

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

surname: _____ initials: _____
full names: _____

staff number: _____ ID number: _____

(please delete columns not applicable)

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

certificate number of assessor:

(for office use)

certificate number of incumbent:

CTES 067: ANNEXURE E

SAFETY SPECIFICATION

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

1.5 The OHS file is the property of the client and shall remain on site for the duration of the project.

2 **DETAIL HEALTH AND SAFETY REQUIREMENTS**

2.1 In addition to the general requirements above the following risk assessment and compliance plans shall be required.

2.1.1 the inclusion of fall protection plan, work on structures, formwork and support work; as required on the project;

2.1.2 the inclusion of excavation work in all cases;

2.1.3 the inclusion of demolition work, tunneling, scaffolding, suspended platforms, boatswain's chairs, material hoists, batch plants, explosive powered tools, cranes, if required on the project;

2.1.4 the inclusion of construction vehicles in all cases, if required on the project;

2.1.5 the inclusion of electrical installations and machinery on construction sites, use and temporary storage of flammable liquids on construction sites, water environments, if required on the project;

2.1.6 the inclusion of housekeeping on construction sites in all cases;

2.1.7 the inclusion of stacking and storage, fire precautions on construction sites, if required on the project;

2.1.8 construction of welfare facilities in all cases;

2.1.9 specific requirements as detailed on the project documentation, or required by The Engineer.

2.2 In addition to the general requirements above the following Safe Operating Procedures (SOPs) shall be included:

2.2.1 barricading, excavation, in all cases;

2.2.2 cable pulling, working with flammable gases and lead, if required on the project;

2.2.3 SOPs as detailed on the project documentation, or required by The Engineer.

2.3 Notwithstanding full documentation compliance with the act, any official of the City of Cape Town, or Electricity shall, if unsafe conditions are deemed to exist on site, is obliged to stop work by noting the non-compliance in writing.

2.4 Work shall only continue once the compliance is signed off by such official or The Engineer.

HEALTH AND SAFETY CHECKLIST

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

(tick where applicable)

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

TENDERER'S SIGNATURE: _____ DATE: _____

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

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

Signed

Date

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

(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 If a field is not applicable insert the letters: NA
- 6 Only the Project Number supplied by the Corporate EPWP Office must be inserted. The Project Number can be obtained from the Coordinator or Project Manager or from the e-mail address in point 4 above.
- 7 On completion of the contract or works project the anticipated end date must be updated to reflect the actual end date.

Beneficiary Details and Work Information

- 8 Care must be taken to ensure that beneficiary details correspond accurately with the beneficiary's ID document.

- 9 A new beneficiary is one in respect of which a new employment contract is signed in the current month. A certified ID copy must accompany this labour report on submission.
- 10 Was the beneficiary sourced from the City's job seeker database?
- 11 The contract end date as stated in the beneficiary's employment contract.
- 12 Where a beneficiary has not worked in a particular month, the beneficiary's name shall not be reflected on this form at all for the month in question.
- 13 Training will be recorded separately from normal working days and together shall not exceed the maximum of 23 days per month
- 14 Workers earning more than the maximum daily rate (currently R450 excluding any benefits) shall not be reflected on this form at all.

Submission of Forms

- 15 Signed hardcopy forms must be scanned and submitted to the City's project manager in electronic (.pdf) format, together with the completed form in Microsoft Excel format.
- 16 Scanned copies of all applicable supporting documentation must be submitted along with each monthly project labour report. Copies of employment contracts and ID documents are only required in respect of new beneficiaries.
- 17 If a computer is not available hardcopy forms and supporting documentation will be accepted.

PROJECT DETAILS

Numbers in cells below e.g (6) refer to the relevant instruction above for completing and submitting forms

CONTRACT OR WORKS PROJECT NAME: (6)		EPWP SUPPLIED PROJECT NUMBER: (6)										
DIRECTORATE:		DEPARTMENT:										
CONTRACTOR OR VENDOR NAME:		CONTRACTOR OR VENDOR E-MAIL ADDRESS:										
CONTRACTOR OR VENDOR CONTACT PERSON:		CONTRACTOR OR VENDOR TEL. NUMBER:										
		CELL WORK										
PROJECT LABOUR REPORT CURRENT MONTH (mark with "X")												
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEAR

ACTUAL START DATE (yyyy/mm/dd)						ANTICIPATED / ACTUAL END DATE (yyyy/mm/dd) (7)					
TOTAL PROJECT EXPENDITURE / VALUE OF WORK DONE TO-DATE (INCLUDING ALL COSTS, BUT EXCLUDING VAT)											
R											

ANNEX 1 (continued)

MONTHLY PROJECT LABOUR REPORT

BENEFICIARY DETAILS AND WORK INFORMATION



CONTRACT OR WORKS PROJECT NUMBER:
--

Year	Month

Sheet		
1	of	

No.	(8) First name	(8) Surname	(8) ID number	(9) New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	(10) Job seeker database (Y/N)	Contract start date (DDMMYY)	(11) Contract end date (DDMMYY)	(12) No. days worked this month (excl. training)	(13) Training days	(14) Rate of pay per day (R - c)
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												

0 0 R -

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

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



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

ADDENDUM: PRO_FORMA MEMORANDUM OF AGREEMENT

(for information only)

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 hereto 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 orCC 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		

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