


TENDER DOCUMENT GOODS AND SERVICES		 <div>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</div>	
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 8	Page 1 of 133

TENDER NO: RFP NO: 220F 2022/23

TENDER DESCRIPTION: REQUEST FOR PROPOSALS FOR SMART POLE PILOT PROJECT

**CONTRACT PERIOD: FROM DATE OF COMMENCEMENT OF CONTRACT, NOT EXCEEDING
36 MONTHS**

VOLUME 1: TENDERING PROCEDURES

CLOSING DATE: 2 February 2023

CLOSING TIME: 10H00 a.m.

**TENDER BOX
NUMBER:** 164

TENDER FEE:

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

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

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

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

TABLE OF CONTENTS

VOLUME 1: THE TENDER.....	3
(1) GENERAL TENDER INFORMATION.....	3
(2) CONDITIONS OF TENDER	5
VOLUME 2: RETURNABLE DOCUMENTS	28
(3) DETAILS OF TENDERER.....	28
(4) FORM OF OFFER AND ACCEPTANCE.....	30
(5) PRICE SCHEDULE.....	33
(6) SUPPORTING SCHEDULES	35
SCHEDULE 1: CERTIFICATE OF AUTHORITY FOR PARTNERSHIPS/ JOINT VENTURES/ CONSORTIUMS.....	35
SCHEDULE 2: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION.....	366
SCHEDULE 3: PREFERENCE SCHEDULE	37
SCHEDULE 4: DECLARATION OF INTEREST – STATE EMPLOYEES (MBD 4 AMENDED)	42
SCHEDULE 5: CONFLICT OF INTEREST DECLARATION	45
SCHEDULE 6: DECLARATION OF TENDERER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)	46
SCHEDULE 7: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CITY OF CAPE TOWN.....	48
SCHEDULE 8: CONTRACT PRICE ADJUSTMENT AND/OR RATE OF EXCHANGE VARIATION.....	49
SCHEDULE 9: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION	50
SCHEDULE 10: LOCAL CONTENT DECLARATION / ANNEXURE C.....	511
SCHEDULE 11: PRICE BASIS FOR IMPORTED RESOURCES.....	56
SCHEDULE 12: SCHEDULE OF PRE-QUALIFICATION CRITERIA SUB-CONTRACTORS.....	57
SCHEDULE 13: LIST OF OTHER DOCUMENTS ATTACHED BY TENDERER	58
SCHEDULE 14: RECORD OF ADDENDA TO TENDER DOCUMENTS.....	60
SCHEDULE 15: INFORMATION TO BE PROVIDED WITH THE TENDER.....	61
VOLUME 3: DRAFT CONTRACT	73
(7) SPECIAL CONDITIONS OF CONTRACT	74
(8) GENERAL CONDITIONS OF CONTRACT	85
(9) FORM OF GUARANTEE / PERFORMANCE SECURITY	95
(10) FORM OF ADVANCE PAYMENT GUARANTEE.....	98
(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT	99
(12) INSURANCE BROKER’S WARRANTY (PRO FORMA).....	100
(13) SPECIFICATION(S)	101
(14.1) MONTHLY PROJECT LABOUR REPORT (EXAMPLE).....	109
(14.2) BBBEE SUB-CONTRACT EXPENDITURE REPORT (PRO FORMA)	111
(14.3) PARTNERSHIP/ JOINT VENTURE (JV) / CONSORTIUM/ EXPENDITURE REPORT (PRO FORMA).....	112

VOLUME 1: THE TENDER

(1) GENERAL TENDER INFORMATION

TENDER ADVERTISED : **25 November 2022**

SITE VISIT/CLARIFICATION MEETING : Non-compulsory but strongly recommended
7 December 2022 at 10:00

VENUE FOR SITE VISIT/CLARIFICATION MEETING:

Skype for Business Meeting:

Link will be provided to all tenderers that drew a document.

[Join Skype Meeting](#)

Trouble Joining? [Try Skype Web App](#)

If you are experiencing any challenges accessing the above link please contact:

Ryno van der Riet

Tel. No.: (021) 444 8402]

Email: ryno.vanderriet@capetown.gov.za

Alternative:]

[Name: Shaun Kemp

Tel. No.: (021) 444 8394]

Email: shaun.kemp@capetown.gov.za

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. 220F 2022/23 - REQUEST FOR PROPOSALS FOR SMART POLE PILOT PROJECT 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: Ryno van der Riet

Tel. No.: (021) 444 8402]

Email: ryno.vanderriet@capetown.gov.za

Alternative:

[Name: Shaun Kemp

Tel. No.: (021) 444 8394]

Email: shaun.kemp@capetown.gov.za

SCM Representative:

Name: Bongiswa Ntombana.

Tel No: (021) 444 0103

Email: Bongiswa.Ntombana@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/s who scores the highest number of tender adjudication points.

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

Appointment of the tenderer or tenderers shall be in terms of two transactions:

- a) Primary Transaction: Approval of the appointment of a service provider/s in terms of the Supply Chain Management processes.
- b) Secondary Transaction: Approval to use/manage/control related to the granting of rights to use, manage and control City owned immovable property, inclusive of public participation process and the City of Cape Town will determine the form that the process will take post award.

Pilot Sites will be awarded individually and tenderers can tender on both sites.

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

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

2.1.6.1 Disputes, objections, complaints and queries

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

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

2.1.6.2 Appeals

- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the City, may appeal against that decision by giving written notice of the appeal and reasons to the City Manager within 21 days of the date of the notification of the decision.
- b) An appeal must contain the following:
 - i. Must be in writing
 - ii. It must set out the reasons for the appeal
 - iii. It must state in which way the Appellant's rights were affected by the decision;
 - iv. It must state the remedy sought; and
 - v. It must be accompanied with a copy of the notification advising the person of the decision
- c) The relevant City appeal authority must consider the appeal and **may confirm, vary or revoke** the decision that has been appealed, but no such revocation of a decision may detract from any rights that may have accrued as a result of the decision.

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

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

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

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

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

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

Via fax at: 021 400 5963 or 021 400 5830

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

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

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

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

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

Via fax at: 086 202 9982

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

2.1.7 City of Cape Town Supplier Database Registration

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

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

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

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

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

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

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

2.2 Tenderer's obligations

2.2.1 Eligibility Criteria

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

2.2.1.1.1 Submit a tender offer

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

2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

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

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

2.2.1.1.3 Compulsory clarification meeting

Non compulsory clarification meeting scheduled and attendance strongly recommended. All tenderers that drew a document will be provided with the virtual Skype for Business meeting link. Contact the CCT Tender Representatives in order to provide the link, if not received.

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.

Evaluation Criteria	Applicable values/points	Weight
a) Product development in RSA (Refer to Annexure G, Section B)	Abroad only (0) Partial RSA & abroad (2) Inclusive RSA (4)	4
b) Relevant to this RFP scope, proven and successful smart pole projects older than six months, similar to the CCT mandatory requirements, but meeting the specific country licenced frequency and approved licenced equipment requirements. (Refer to Annexure G, Section A)	No project (0) 1 to 2 projects (2) 3 to 5 projects (5) 6 or more projects (6)	6
c) Relate to the smart pole design scope (Refer to Annexure G, Section B)	Internal Non-ECSA registered professional without diploma/degree qualification (0) Internal Non-ECSA registered professional but with diploma/degree qualification (3) Internal ECSA registered Pr Eng / Pr Tech Eng (6)	6
d) Relate to the smart pole technology scope (Refer to Annexure G, Section B)	Nil (0) Multifunctional/smart pole solution (2) Smart streetlights (2) Gunshot recognition (2) Smart CCTV with facial/vehicle number and fire arm recognition (4) Wireless communication (Wi-Fi & IoT) (2) Warning strobing (1) Panic buttons and intercom (1) Public address system (1) Road flooding/congestion sensors (2) Environmental monitoring (2) Bi-directional telecommunication (3) Traffic signals (1) Bill/Notice boards (2) Electrical vehicle / bicycle charging (3) Broadband cellular and antennas external to SP (2) Broadband cellular and antennas integrated into SP (5) IEC/ISO/SABS/ICASA, etc. accreditation (2) Backward compatibility to proprietary back office system (2) Backward compatibility to ERP systems e.g. SAP (4) Open access IEC/ openADR Alliance solution (3) Smart monitoring/reporting and dashboard (2)	48
e) Demonstrated smart pole relevant years of experience (Refer to Annexure G, Section A)	Under 6 months (0) 6 months to 2 years (4) More than 2 years up to 4 years (6) Above 4 years (8)	8
f) Electrical/electronic qualifications of staff (Refer to Annexure G, Section C)	Trade tested artisan (1) Diploma technician (2) Degree engineer (4)	4
g) Aesthetics of smart pole profile/design (Refer to Annexure G, Section E)	4 or more external antennas or radio receiving units (0) 1 – 3 external antennas or radio receiving units (3)	6

	No external antennas or radio receiving units (6)	
h) Proven reliability and in-service performance of installed smart poles (Refer to Annexure G, Section G)		
• Broadband cellular communication	Under 80 % (0) Above 80 % up to 90 % (1) Above 90 % up to 98 % (2) Above 98 % up to 99.99 % (4)	4
• Smart street lighting	Under 80 % (0) Above 80 % up to 90 % (1) Above 90 % up to 98 % (2) Above 98 % up to 99 % (3) Above 99 % (4)	4
• Camera surveillance	Under 80 % (0) Above 80 % up to 90 % (1) Above 90 % up to 98 % (2) Above 98 % up to 99.99 % (4)	4
• Wireless communication Wi-Fi & IoT	Under 80 % (0) Above 80 % up to 95 % (1) Above 95 % up to 99.99 % (2)	2
i) Proven innovation solutions (Refer to Annexure G, Section H)	Nil solutions (0) 1 solution (1) 2-3 solutions (3) 4 or more solutions (4)	4
Total		100

The minimum qualifying score for functionality is 60% [60 rounded off to two decimal points out of a maximum of 100.

ANNEXURE G: COMPANY BACKGROUND must be completed by the tenderer as a returnable document.

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.

Refer to ANNEXURE G: COMPANY BACKGROUND and the specific section for more detail of your required response that will be used for functional scoring.as a returnable document to determine your ability to execute the project.

Evaluation criteria detail:

- Product development in RSA (Refer to Annexure G, Section B):
Indicate if development is done in RSA or abroad. If done exclusively in RSA tenderers can obtain inclusive full points and if done abroad and part is developed in RSA it will mean partially. No points for exclusive abroad only.
- Relevant to this RFP scope, proven and successful smart pole projects (Refer to Annexure G, Section A):
Complete this section for projects older than 6 months. Points allocated as table above.
- Relate to the smart pole design scope (Refer to Annexure G, Section B):
Internal is tenderer own staff. Points will be awarded as above accordingly.
- Relate to the smart pole technology scope (Refer to Annexure G, Section B):
Points will be awarded as above.
- Demonstrated smart pole experience (Refer to Annexure G, Section A):
Complete this section indicating the years of experience. Points allocated as table above for the highest year of all the projects.
- Qualifications of staff (Refer to Annexure G, Section C):
Complete this section indicating the electrical/electronic qualifications of staff. Points allocated as table above for the highest qualification.

- g) Aesthetics of smart pole profile/design (Refer to Annexure G, Section E):
Complete this section indicating the antennae and or radio receiving unit aesthetics of the smart pole. Points allocated as table above.
- h) Proven reliability and in-service performance of installed smart poles (Refer to Annexure G, Section G):
Complete this section indicating the in-service performance of the installed smart poles. Points allocated as table above.
- i) Proven innovation solutions (Refer to Annexure G, Section H):
Complete this section indicating the innovation solutions of the smart pole other than smart pole technology scope above. Points allocated as table above.

2.2.1.1.5 Local production and content

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

Note: All to be listed including the date that the relevant Sector became effective.

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

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

In addition to the above:

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

The stipulated minimum threshold percentages for local production and content for the following anticipated sectors could be applicable, with the required local content threshold percentage at tender advert stage, subject to amendment as and when required, are as follows:

- a) Steel power pylons, monopole pylons, steel substation structures, power line hardware, street lighting steel poles and steel lattice towers and masts **sector** ("the designated sector") is **100%** and will include all sub-sectors from the applicable National Treasury Instruction Note.
- b) Electrical and telecom cables sector ("the designated sector") is 90% and will include all sub-sectors from the applicable National Treasury Instruction Note.
- c) Solar PV Components sector ("the designated sector") are:

• Laminated PV Modules	15%
• Module Frame	65%
• DC Combiner Boxes	65%
• Mounting Structure	90%
• Inverter	40%

and will include all sub-sectors from the applicable National Treasury Instruction Note.

- d) Two Way Radio Terminals and Associated Equipment sector ("the designated sector") are:

• Portable Radio	60%
• Mobile Radio	60%
• Repeater	60%
• Components	20% - 100%

and will include all sub-sectors from the applicable National Treasury Instruction Note.

- e) Plastic Pipes sector ("the designated sector") are:

• Polyvinyl chloride (PVC) pipes	100%
• High density polyethylene (HDPE) pipes	100%
• Polypropylene (PP) pipes	100%
• Glass reinforced plastic (GRP) pipes	100%

and will include all sub-sectors from the applicable National Treasury Instruction Note.

- f) Industrial lead Acid Batteries sector ("the designated sector") is 50% and will include all sub-sectors from the applicable National Treasury Instruction Note.
- g) Cement sector ("the designated sector") is 100% and will include all sub-sectors from the applicable National Treasury Instruction Note.

The tenderer shall provide a signed declaration letter on the bidding company letterhead, as a returnable document, indicating that the inter alia above sectors or others will be used in accordance with the specified threshold percentages and undertakes compliance to the dtic local content requirements. The anticipated sectors must be listed in the letter and detail be inserted in Schedule 10: Local Content Declaration / Annexure C.

Only tenders with locally produced or locally manufactured above sectors from local raw material or input will be considered.

If the raw material or input to be used for a specific item is not available locally, suppliers should obtain written authorisation The Department of Trade, Industry & Competition (Dtic) (Chief Director: Industrial Procurement, tel. 012 394 3927 and fax 012 394 4927) should there be a need to import such raw material or input. A copy of the authorisation letter must be submitted together with the bid document at the closing date and time of the bid.

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

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

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

2.2.1.1.6 Pre-qualification criteria for preferential procurement

Not Applicable

2.2.1.1.7 Provision of samples

Not Applicable. Refer to ANNEXURE G: COMPANY BACKGROUND of required detail.

2.2.1.1.8. Professional registration

ECSA certification of professional engineers/technologists used for the project must be submitted with the tender document as a returnable document.

2.2.1.1.9. ICASA licensing

It is mandatory that the tenderer shall possess in terms of the Electronic Communication Act 36 of 2005, a valid ICASA electronic communication network service licence, referred to as an ECNS license and ECS for commercial services to be considered a responsive bidder and detail thereof must be submitted in the bid.

2.2.1.1.10 PSIRA Registration

Note the requirements in the Specification about the proof of Private Security Industry Regulation Act (PSIRA) registration as a security service provider (which includes CCTV contractors) in terms of section 21(1) of the PSIRA, 2001 (Act no. 56 of 2001) if surveillance CCTV cameras will be installed and is then a returnable document requirement.

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:

2.2.19.1 Broad-Based Black Economic Empowerment Status Level Documentation

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

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

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

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

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

2.2.19.2 Evidence of tax compliance

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

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

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

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

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

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

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

2.2.21 Claims arising from submission of tender

The tenderer warrants that it has:

- a) inspected the Specifications and read and fully understood the Conditions of Contract.
- b) read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted himself with the nature of the goods or services proposed and generally of all matters which may influence the Contract.
- c) visited the site(s) where delivery of the proposed goods will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the

- site(s) and made the necessary provisions for any additional costs involved thereby.
- d) requested the CCT to clarify the actual requirements of anything in the Specifications and Price Schedule, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.
- e) received any notices to the tender documents which have been issued in accordance with the CCT's Supply Chain Management Policy.

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

2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

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

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

2.3.2 Issue Notices

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

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

2.3.3 Opening of tender submissions

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

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

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

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

2.3.4 Two-envelope system

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

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

2.3.5 Non-disclosure

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

2.3.6 Grounds for rejection and disqualification

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

2.3.7 Test for responsiveness

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

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

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

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

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

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

2.3.8 Arithmetical errors, omissions and discrepancies

2.3.8.1 Check the responsive tenders for:

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

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

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

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

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

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

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

2.3.9 Clarification of a tender offer

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

2.3.10 Evaluation of tender offers

2.3.10.1 General

2.3.10.1.1 Reduce each responsive tender offer to a comparative price 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:

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.

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.

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.

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).

If the selected method is based on suppliers' price lists, comparative prices would be the prices as tendered for year one.

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

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)**.

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

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

2.3.10.3.4 Applicable formula:

The 80/20 preference point system will apply to this tender and the highest offered rental above the CCT Market Valuation rental shall be used.

The following formula to calculate the points for price in respect of a tender for the leasing of state assets or another income generating procurement with a Rand value equal to or above R30 000 and up to a Rand value of R50 million, inclusive of all applicable taxes price/preference points system will be applied to the evaluation of responsive tenders, whereby the order(s) will be placed with the tenderer(s) scoring the highest total number of adjudication points.

Price shall be scored as follows:

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

Where

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmax = Price of highest acceptable tender.

Preference points shall be scored as follows:

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

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

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

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

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

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

Black Ownership of EME	Deemed Status Contributor	B-BBEE Level of Contributor	Number of Points for Preference
less than 51%	4		12

at least 51% but less than 100%	2	18
100%	1	20

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

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

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

$$N_T = P_s + N_p$$

Where: P_s is the number of points scored for price;
 N_p is the number of points scored for preference.

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

2.3.10.5 Risk Analysis

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

- reasonableness of the financial offer
- reasonableness of unit rates and prices
- the tenderer's ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, capacity, experience, reputation, personnel to perform the contract, etc.; the CCT reserves the right to consider a tenderer's existing contracts with the CCT in this regard
- 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:

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

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

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

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

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

2.3.12 Acceptance of tender offer

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

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

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

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

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

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

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

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

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

2.3.13 Prepare contract documents

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

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

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

2.3.14 Notice to successful and unsuccessful tenderers


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

2.3.14.2 The CCT shall, at the same time as notifying the successful tenderer of the Bid Adjudication

Committee's decision to award the tender to the successful tenderer, also give written notice to the other tenderers informing them that they have been unsuccessful.

2.3.15 Provide written reasons for actions taken

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

TENDER DOCUMENT GOODS AND SERVICES		 <div>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</div>	
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: 03/04/2020		
		Version: 8	Page 27 of 133

<p align="center">TENDER NO: 220F 2022/23</p> <p>TENDER DESCRIPTION: REQUEST FOR PROPOSALS FOR SMART POLE PILOT PROJECT</p> <p>CONTRACT PERIOD: FROM DATE OF COMMENCEMENT OF CONTRACT, NOT EXCEEDING 36 MONTHS</p>

VOLUME 2: RETURNABLE DOCUMENTS

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

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

VOLUME 2: RETURNABLE DOCUMENTS

(3) DETAILS OF TENDERER

1.1 Type of Entity (Please tick one box)

☐ Individual / Sole Proprietor

☐ Close Corporation

☐ Company

☐ Partnership or Joint Venture or Consortium

☐ Trust

☐ Other:

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

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

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

(4) FORM OF OFFER AND ACCEPTANCE

TENDER 220F 2022/23 REQUEST FOR PROPOSALS FOR SMART POLE PILOT PROJECT

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 220F 2022/23 REQUEST FOR PROPOSALS FOR SMART POLE PILOT PROJECT

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

.....
.....
.....

2 Subject

Details

.....
.....
.....

3 Subject

Details

.....
.....
.....

4 Subject

Details

.....
.....
.....

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

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

(5) PRICE SCHEDULE

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

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

Item No	Description	Unit of measure	Quantity	NOTE: CCT Market Valuation minimum required Rental/month (excl VAT)	Price per unit (excl VAT)	Total (excl VAT)
1	Rental per smart pole in position of replaced street light pole (1m ²) at Pilot Site 1: Voortrekker Rd, (Minimum R3750 / month), escalated by 6 % per annum as from 2023-09-01 .	Each	3	R 3750		
2	Rental per smart pole in position of replaced street light pole (1m ²) at Pilot Site 2: M5-Koeberg Rd, (Minimum R3750 / month), escalated by 6 % per annum as from 2023-09-01.	Each	3	R3750		

Pricing Instructions:

Refer to Section 4. Costs in the Specification and (5) PRICE SCHEDULE above.

- 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 This tender is at zero cost to the City of Cape Town for the required needs of the tenderer and ancillary needs to the other smart pole (SP) stakeholders to use and access the SP. The tenderer will be cost responsible in the defined pilot project area/s for the replacement of existing streetlight poles with their proposed smart poles, keep the existing controlled electricity supply to all luminaires and install a new permanent electricity supply to all the smart poles earmarked in the pilot and make the supply available to all the pilot project participant/stakeholder equipment, install telecommunication infrastructure to and between the smart poles, installation of the communication infrastructure on the pole [e.g. up 5G licenced broadband for the tenderer's optional commercial use during the pilot period], design/engineering/regulatory requirements of the City and other stakeholders, maintenance of the smart poles during the period of the pilot, removal of the smart poles/footings after the pilot project and replace the original streetlight.
- 5.9 Smart poles pricing per pilot site is three poles for the requirement of 5G telecommunication and gunshot recognition.

Note: Bidders shall offer at least the minimum City of Cape Town Market Valuation rental as per table above and the Total (excl VAT) tendered rental shall be used to determine the points for the PPPFA Scoring award.

INITIALS OF CITY OFFICIALS		
1	2	3

(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

Not applicable.

Schedule 3: Preference Schedule

1 Definitions

The following definitions shall apply to this schedule:

All applicable taxes: Includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

Applicable Code: Shall be either the Amended Codes of Good Practise (published on 11 October 2013) or Sector Specific Codes as indicated in the tender conditions

B-BBEE: Broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.

B-BBEE status level of contributor: The B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act

Bid (Tender): A written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals.

Black Designated Groups: The meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003, (Act 53 of 2003).

Black People: The meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act.

Broad-Based Black Economic Empowerment Act: The Broad-Based Black Economic Empowerment Act, Act 53 of 2003.

Consortium or Joint Venture: 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.

Contract The agreement that results from the acceptance of a bid by an organ of state.

Co-operative: A co-operative registered in terms of section 7 of the Co-operatives Act, 2005 (Act no. 14 of 2005).

Designated Group: Black designated groups, black people, women, people with disabilities or small enterprises as defined in section 1 of the National Small Enterprises Act, 1996 (act no. 102 of 1996)

Designated Sector: A sector, sub-sector or industry or product that has been designated in terms of any relevant regulation of the Preferential Procurement Regulations, 2017.

Exempted Micro Enterprise (EME): An exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act

Firm Price: The price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.

Functionality: The ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

Military Veteran: The meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011).

National Treasury: The meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 18 of 1999).

Non-firm prices: All prices other than "firm" prices.

Person: Includes a juristic person.

People with disabilities: The meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No. 55 of 1998).

Price: Includes all applicable taxes less unconditional discounts.

Proof of B-BBEE status level of contributor: The B-BBEE status level certificate issued by an authorised body or person, a sworn affidavit as prescribed by the B-BBEE Codes of good Practice or any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.

Qualifying Small Enterprise (QSE): A qualifying small enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

Rand Value: means the total estimated value of a contract in Rand, calculated at the time of bid invitations.

Rural Area: A sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area or an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have a traditional land tenure system.

Stipulated Minimum Threshold: The minimum threshold stipulated in terms of any relevant regulation of the Preferential Procurement Regulations, 2017.

Sub-contract: The primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.

The Act: The Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000).

Total Revenue: Bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007.

Township: An urban living area that at any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994.

Treasury: The meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 18 of 1999).

Trust: The arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

Trustee: Any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

Youth: The meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008).

2 Conditions associated with the granting of preferences

A supplier that is granted a preference undertakes to:

- 1) accept that the number of preference points allocated will be based on the B-BBEE status level of contributor of the supplier as at the closing date for submission of tender offers;
- 2) not sub-contract more than 25% of the value of the contract to sub-contractors that do not have an equal or higher B-BBEE status level of contributor than the supplier, unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works or unless otherwise declared in terms of Section 5 below;
- 3) accept that a contract may not be awarded if the price offered is not market related;
- 4) accept the sanctions set out in Section 3 below should Condition 2(2) be breached, or should the tenderer have submitted any false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of this bid that will affect, or has affected the bid evaluation;
- 5) accept that, in order to qualify for preference points, it is the responsibility of the supplier to submit documentary proof of its BBBEE level of contribution in accordance with the Codes of Good Practice, 2013, to the CCT at the Supplier Management Unit located within the Tender Distribution Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5);
- 6) accept that, further to 5) above, Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2017. Note that, in the case of unincorporated entities, a verified scorecard in the name of the consortium/Joint Venture must be submitted with the quotation (attached to this schedule);
- 7) accept that if it is found that, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) above was based, and the impact of which is that the Joint Venture would not have been awarded the contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, then a financial penalty shall be applied (in addition to any other remedies that the CCT may have) in accordance with Section 3 below;

- 8) accept that the CCT will verify the B-BBEE level of contributor of the supplier as at the closing date for submission of tender offers, to determine the number of preference points to be awarded to the supplier. In the case of Consortiums/Joint Ventures which tender as unincorporated entities, a verified scorecard submitted with the tender and valid as at the closing date will be used to determine the number of preference points to be awarded to the supplier;
- 9) accept that, notwithstanding 8) above, a supplier will **not** be awarded points for B-BBEE status level of contributor if he indicates in his tender that he intends sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that the supplier qualifies for unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works;
- 10) accept that any subcontracting arrangements after the award of the tender may only be entered into upon the prior approval of the City of Cape Town; and
- 11) immediately inform the City of Cape Town of any change that may affect the tenderer's B-BBEE level of contribution upon which preference points will be or have been allocated.

3 Sanctions relating to breaches of preference conditions

The sanctions for breaching the conditions associated with the granting of preferences are:

- 1) disqualify the supplier from the tender process;
- 2) recover costs, losses or damages the CCT has incurred or suffered as a result of the supplier's or contractor's conduct;
- 3) cancel the contract in whole or in part and claim any damages which the CCT has suffered as a result of having to make less favourable arrangements due to such cancellation;
- 4) restrict the supplier, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from the CCT for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied and inform the National Treasury accordingly;
- 5) forward the matter for criminal prosecution; and/or
- 6) financial penalties payable to the CCT, as set out below.

Financial penalty for breach of Condition 2 in Section 2 above:

The penalty to be applied for sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the preference points that the supplier qualified for (unless so declared or proven to be beyond the control of the supplier, or the sub-contractors are EMEs that have the capability and ability to execute the sub-contract works) shall be as provided for in the following formula:

$$\text{Penalty} = 0.5 \times E(\%) \times P^*$$

where:

E = The value of work (excluding VAT) executed by sub-contractors that do not qualify for at least the preference points that the supplier qualified for, expressed as a percentage of P*, less 25%

P* = Value of the contract

Financial penalty for breach in terms of condition 6 in Section 2 above:

The penalty to be applied where, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) in Section 2 above was based, and the impact of which is that the Joint Venture would not have been awarded that contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, shall be as provided for in the following formula:

$$\text{Penalty} = 5/100 \times (\text{B-BBEE}^a - \text{B-BBEE}^t) \times P^*$$

where:

B-BBEE^a = The B-BBEE level of contribution that is achieved, determined in accordance with the actual participation of the Joint Venture partners in the performance of the contract

B-BBEE^t = The B-BBEE level of contribution that was used to determine the number of preference points granted to the Joint Venture at the time of tender evaluation

P* = Value of the contract

Financial penalty for breach in terms of condition 10 in Section 2 above:

The penalty to be applied where the supplier fails to disclose subcontracting arrangement after the award of the tender is up to a maximum of 10% of the value of the contract.

4 Level of Contribution in respect of enterprise status or structure of the tendering entity (the supplier)

In the interest of transparency, suppliers are required to complete Table 1: Level of Contribution below.

Table 1: Level of Contribution

Type of B-BBEE Contributor	Status (tick box(es) below as applicable)
Exempted Micro Enterprise (EME), 100% black-owned	<input type="checkbox"/>
Exempted Micro Enterprise (EME), at least 51% but less than 100% black-owned	<input type="checkbox"/>
Exempted Micro Enterprise (EME), less than 51% black-owned	<input type="checkbox"/>
Qualifying Small Enterprise (QSE), 100% black-owned	<input type="checkbox"/>
Qualifying Small Enterprise (QSE), at least 51% but less than 100% black-owned	<input type="checkbox"/>
Qualifying Small Enterprise (QSE), less than 51% black-owned	<input type="checkbox"/>
Verified B-BBEE contributor <input type="checkbox"/> B-BBEE Status Level of Contributor ¹	<input type="checkbox"/>
Non-compliant contributor	<input type="checkbox"/>

¹ If it is indicated that the company/firm/entity is a verified B-BBEE contributor, then the verified status level of contributor must be inserted in the box provided (insert a number from 1 to 8 as applicable)

5 Declarations

- 1) With reference to Condition 8 in Section 2 above, the supplier declares that:

I/we hereby forfeit my preference points because I /we DO intend sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that I/we as supplier qualify for or are not exempted micro enterprises that have the capability and ability to execute the sub-contract works

☐

Note:

Suppliers who do not tick this box will be allocated preference points but the sanctions relating to breaches of preference conditions in Section 3 will be applicable if the supplier contravenes the conditions in Section 2.

- 2) The undersigned, who warrants that he/she is duly authorised to do so on behalf of the supplier, hereby certifies that the preference claimed based on the B-BBEE status level of contribution indicated in Table 1, qualifies the supplier, subject to condition 8 in Section 2 above, for such preference claimed, and acknowledges that:
- (i) the information furnished is true and correct;
 - (ii) the preference claimed is in accordance with the conditions of this schedule;
 - (iii) the supplier may be required to furnish documentary proof to the satisfaction of the CCT that the BBBEE level of contributor as at the closing date is correct; and
 - iv) he/she understands the conditions under which preferences are granted, and confirms that the supplier will satisfy the conditions pertaining to the granting of preferences.

Signature

Date

Name (PRINT)

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

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 or higher at the time of leaving the City's employ and involved in any of the City's bid committees for the bid submitted, if:
 - 1.4.1 the City employee left the City's employment voluntarily, during a period of 12 months after the City employee has left the employ of the City;
 - 1.4.2 the City employee left the City's employment whilst facing disciplinary action by the City, during a period of 24 months after the City employee has left the employ of the City, or any other period prescribed by applicable legislative provisions, after having left the City's employ.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of tenderer or his or her representative:.....
 - 3.2 Identity Number:.....
 - 3.3 Position occupied in the Company (director, trustee, shareholder²)......
 - 3.4 Company or Close Corporation Registration Number:.....
 - 3.5 Tax Reference Number.....
 - 3.6 VAT Registration Number:.....
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars
 - 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
 - 3.9.1 If yes, furnish particulars
 - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.10.1 If yes, furnish particulars
 - 3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.11.1 If yes, furnish particulars.....
 - 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars

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

3.13.1 If yes, furnish particulars

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

3.14.1 If yes, furnish particulars

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

3.15.1 If yes, furnish particulars

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

3.16.1 If yes, furnish particulars

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

Full Name	Identity Number	State Employee Number

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

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

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

Date

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

The minimum rental of R3750 / month / smart pole or the actual tendered rental (Excluding VAT) shall be escalated by 6 % per annum as from 2023-09-01.

Schedule 9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender NO: 220F 2022/23 Smart Pole Pilot Project in response to the tender invitation made by THE CITY OF CAPE TOWN, do hereby make the following statements, which I certify to be true and complete in every respect:

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

That:

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

Signature

Date

Name (PRINT)

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

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

Schedule 10: Local Content Declaration / Annexure C

The tenderer shall declare and list all the sectors that will be used in accordance with the specified threshold percentages in compliance to the Department: Trade, Industry and Competition (the dtic) to designate industries, sectors and sub-sectors for local production at a specified level of the local content requirements. **DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

Preamble

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

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

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

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

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

1. General Conditions

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

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

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

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

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

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

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

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

Description of services, works or goods

Stipulated minimum threshold

['descriptions' sector

'insert' %]

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

(Tick applicable box)

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO.

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

NB

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

I, the undersigned, (full names),

do hereby declare, in my capacity as

of(name of bidder entity), the following:

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

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

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

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

SIGNATURE:

DATE: _____

WITNESS No. 1

DATE: _____

WITNESS No. 2

DATE: _____

TENDER NO: 220F 2022 2023

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

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

(C20) Total tender value

R

(C21) Total Exempt imported content

R

(C22) Total tender value net of exempt imported content

R

(C23) Total Imported content

R

(C24) Total local content

R

(C25) Average local content % of tender

Signature of tenderer from Annex B

Date:

Schedule 11: Price Basis for Imported Resources

Not applicable.

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

Not used.

Schedule 13: List of other documents attached by tenderer

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

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

TENDER NO: 220F 2022 2023

14.		
15.		
16.		
17.		

Attach additional pages if more space is required.

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

Date

Schedule 14: Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

Schedule 15: Information to be provided with the tender

The following information shall be provided with the Tender:

- a) The Company Background abbreviated CV as specified in Section 6 of the Specification;
- b) Completed Schedule 15 ANNEXURE G: COMPANY BACKGROUND and checklist schedules below;
- c) Copy of the mandatory and valid Electronic Communication Act 36 of 2005, ICASA electronic communication network service licence, referred to as an ECNS license and ECS for commercial services during the contract period as per Tenderer's obligations 2.2.1.1.9;
- d) Copies and detail of approved ICASA licenced frequencies to be used in the pilot areas as per Specification, Section 2.16.2;
- e) Copies and detail of ICASA Type Approval certification for all proposed radio equipment as per Specification, Section 2.16.3;
- f) Copies of ECSA registration certificates of the professional engineers/technologists that will be used for the project as per Tenderer's obligations 2.2.1.1.8
- g) Copy of PSIRA registration for surveillance camera installation as per Tenderer's obligations 2.2.1.1.10.
- h) Confirmation of the mandatory smart pole features as per specification Annexure G Section D
- i) Detail of the proposed SP's and kiosks as per Specification, Section 2.2.3
- j) Radio frequency (RF) emission levels report of proposed radio equipment at the pilot sites as per Specification, Section 2.15.2.
- k) Department: Trade, Industry and Competition local content signed declaration compliance letter on the bidding company letterhead that all used sectors are in accordance with the required thresholds.

Checklist below must be completed.

TENDER NO: 220F 2022 2023

Confirm if all the following were submitted with the tender and is part of the proposal.		
Description	Confirmation (Yes/No)	Comments
a) The Company Background abbreviated CV as specified in Section 6 of the Specification including the listed items;		
b) Completed Schedule 15 ANNEXURE G: COMPANY BACKGROUND schedules;		
c) Copy of the mandatory and valid Electronic Communication Act 36 of 2005, ICASA electronic communication network service licence, referred to as an ECNS license and ECS for commercial services during the contract period as per Tenderer's obligations 2.2.1.1.9;		
d) Copies and detail of approved ICASA licenced frequencies to be used in the pilot areas as per Specification, Section 2.16.2.		
e) Copies and detail of ICASA Type Approval certification for all proposed radio equipment as per Specification, Section 2.16.3.		
f) Copies of ECSA registration certificates of the professional engineers/technologists that will be used for the project as per Tenderer's obligations 2.2.1.1.8.		
g) Copy of PSIRA registration for surveillance camera installation as per Tenderiser's obligations 2.2.1.1.10.		
h) Confirmation of the mandatory smart pole features as per Specification Annexure G, Section D: 1. structurally stronger smart pole; 2. permanent electricity supply; 3. telecommunication infrastructure to and between smart poles, and; 4. ICASA licensed frequency broadband cellular communication and equipment.		

TENDER NO: 220F 2022 2023

i) Detail of the proposed SP's and kiosks as per Specification, Section 2.2.3		
j) Radio frequency (RF) emission levels report of proposed radio equipment at the pilot sites as per Specification, Section 2.15.2.		
k) Department: Trade, Industry and Competition local content signed declaration compliance letter on the bidding company letterhead as per Section 2.2.1.1.5 and Schedule 10: Local Content Declaration / Annexure C.		

1. Checklist:

SIGNED ON BEHALF OF TENDERER:

ANNEXURE G: COMPANY BACKGROUND

NOTE: These schedules must be completed comprehensively below without CCT searching through the tender submission. For all the sections below, add and describe on a separate sheet and indicate page numbers, if not enough space is allocated.

Section A: Company smart pole (SP) profile

Age of Company:							
Tenderer Experience							
Provide details of proven, demonstrated and successful local, national and international smart pole specific experience relevant to this RFP scope.							
Clients (Provide contactable names, e-mail addresses and phone numbers)	List projects (with brief description)	Value of project (Rm)	Consulting Engineers or other specialist resources used. (Provide contactable names, e-mail address and phone numbers and qualifications of human capital)	Year of project (must be older than six months)	Nature of work, guarantees and warranties offered.	Location (local/national/international)	How was the work done: (Alone, JV, Sub-contractor. Provide details)

Notes:

Section B: Smart pole implementation:

Provide details of smart pole roles of the following:							
Product development in RSA and abroad (Who did the development for you? What was developed and what was the development? Proposal acceptance and implemented? Where developed? Developments still successfully in use and for how long?)	Manufacturing, Assembly and Construction facility in RSA (Provide details of address, size, capacity, scope and ISO certification. Detail of facility lease agreement or ownership. Manufacturing technology e.g. automated/manual/mix)	Design capability (Provide detail of own and external designers utilised that is <u>within precise scope of this RFP.</u>)			Technology (Provide detail of proven specific smart pole technology used. Attach detail of designs, specifications, drawings and photos, For following, tick Yes or No:		
Enter detail:		Tick appropriate:	Yes	No	Tick appropriate:	Yes	No
Development in RSA: %		Internal Non-ECSA registered professional without diploma/degree qualification			Multifunction smart pole solution		
Development abroad: %		Internal Non-ECSA registered professional but with diploma/degree qualification			Smart streetlights		
		Internal ECSA registered Pr Eng / Pr Tech Eng			Gunshot recognition		
					Smart CCTV with facial/vehicle number and fire arm recognition		
					Wireless communication (Wi-Fi & IoT)		
					Warning strobing		
					Panic buttons and intercom		
					Public address system		
					Road flooding/congestion sensors		
					Environmental monitoring		
					Bi-directional telecommunication		
					Traffic signs		
					Bill/Notice boards		

TENDER NO: 220F 2022 2023

			Electrical vehicle/bicycle charging		
			Broadband cellular and antennas external to SP		
			Broadband cellular and antennas integrated into SP		
			IEC/ISO//SABS/ICASA, etc. accreditation		
			Backward compatibility to proprietary back office system		
			Backward compatibility to ERP systems e.g. SAP		
			Open access IEC/open ADR Alliance solution		
			Smart monitoring/reporting and dashboard		
Other detail			Other detail		

Notes: _____

Section C: Smart pole technical teams

Provide details of size and skills of technical team/s and their ability to perform the smart pole work and to sustain levels of service during the RFP pilot project period.					
Name the <u>people</u> who will be employed on this contract for both for design, construction and maintenance service after installation (Include detailed CV's and scope of work during the contract.). If people is not used post award as per this Section C during the tenure of the contract, an updated Section C must be provided to the City with similar skills and % time available.					
Name	Years of experience, qualifications, courses attended, valid appointments, professional registrations and of PSIRA registration for CCTV (if applicable).	3 most recent projects inclusive of role and responsibilities	Level and ability of design (Indicate what this person will do and in brackets the % of time available)	Level and ability of <u>construction</u> (Indicate what this person will do and in brackets the % of time available)	Level and ability of maintenance <u>service</u> (Provide details of level of repairs & maintenance function and indicate in brackets the <u>% of time available for service.</u>)

Notes: _____

Section D: Smart pole functional characteristics

Provide details of smart pole functional characteristics				
Smart pole <u>mandatory</u> multi-functional characteristics (Provide detail of all the features, i.e. structurally stronger smart pole, permanent electricity supply, telecommunication infrastructure to and between poles and ICASA licensed frequency broadband communication and equipment)	Smart pole <u>additional</u> multi-functional characteristics (list all the additional features, e.g. smart street lighting, camera surveillance with facial/vehicle number plate/firearm recognition, gunshot recognition, wireless communication Wi-Fi and IoT, warning strobing, panic buttons, intercom, road flooding/congestion sensors, environmental monitoring, bill/notice board, public address, electrical vehicle/bicycle charging and bi-directional communication.)	Outcome (Provide detail of how smart pole features are integrated into Smart Grid/City and controlled automatically by back-end systems inclusive of monitoring and reporting, if proprietary or open source protocols and sharing pole with another express broadband technology (EBT) telecommunication service provider and backward compatibility.)	Where implemented? (indicate from the listed projects)	Provide detail of the feature still in use (provide customer supporting documentation)

Notes: _____

Section E: Aesthetics of smart pole design

Provide details of smart pole aesthetics.				
Describe and provide detail of the proposed smart pole external visual profile/design appearance, footprint and kiosk (provide detailed design, dimensions, photos, drawings)		Can your solution integrate all the smart pole feature devices into the pole with no external fixtures? If not, what must be external?	Must the kiosk be external to the pole? If yes, provide dimension (yes/no)	Will photovoltaic (PV) panels as an alternative green electricity supply be installed and what means are used to reduce the visual impact of the PV panels (e.g. circular thin film terrestrial PV modules)?
Tick appropriate Yes or No:	Yes	No		
4 or more external antennas or radio receiving units				
1 – 3 external antennas or radio receiving units				
No external antennas or radio receiving units				
Other detail				

Notes: _____

Section F: Safety features of smart pole

Provide details of smart pole safety features.		
Describe and provide detail of the proposed smart pole safety features (e.g. sector pole shearing-off during vehicle accident, vandal proof kiosk/pole enclosure/entry hatch locking mechanism, remote reporting of intrusion, access control. anticlimbing, electrocution prevention, safe installations methods and telecommunication radio frequency ICNIRP human safety report.)	List detail of safety national/international certification (SABS, IEC, ICASA, ICNIRP and patents.)	Where implemented? (List the customer and project from Section A)

Notes: _____

Section G: Proven reliability and in-service performance of installed smart poles

Provide reliability and in-service smart pole % serviceability post installation of the features (at least 6-months in-service to date and include customer written confirmation with reference where located in the tender).

List the customer and project from Section A	Broadband cellular communication % serviceability	Smart street lighting % serviceability	Camera surveillance % serviceability	Wireless communication Wi-Fi & IoT % serviceability

Notes: _____

Section H: Smart pole innovation ability

Provide details of smart pole innovation solutions and ability of your company other than the SP technology scope in Section B.				
Smart pole successful and proven other innovation solutions (list all the innovations)	Outcome and where the innovation design, development and implementation took place.	Innovation still in use? (Provide the customer satisfaction response.)	Contactable references (name and telephone/e-mail contact details)	Additional information

Notes: _____

SIGNED ON BEHALF OF TENDERER:

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 8	Page 73 of 133

TENDER NO: RFP NO: 220F 2022/23 Smart Pole Pilot Project
TENDER DESCRIPTION: REQUEST FOR PROPOSALS FOR SMART POLE PILOT PROJECT
**CONTRACT PERIOD: FROM DATE OF COMMENCEMENT OF CONTRACT, NOT EXCEEDING
36 MONTHS**

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:

Note that this tender is at no cost to the City of Cape Town and the SCC must be read in context. Rental lease payment is applicable.

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).
- d) Professional indemnity insurance providing cover in an amount of not less than R5 million in respect of each and every claim during the contract period.

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 **the contract period** .

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.
- 16.7 Tendered rental, inclusive of VAT, shall be payable annually in advance by the tenderer. Late payment or non-payment will be dealt with in terms of the CCT's Credit Control and Debt Collection Policy as amended from time to time.

17. Prices

Add the following after clause 17.1

- 17.2 If as a result of an award of a contract beyond the original tender validity period, the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then the contract may be subject to contract price adjustment for that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents.
- 17.3 If as a result of any extension of time granted the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then contract price adjustment may apply to that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents.
- 17.4 The prices for the goods delivered and services performed shall be subject to contract price adjustment and the following conditions will be applicable:
- a) Tendered rental per smart pole in position of replaced street light pole (Minimum R3750/month, excluding VAT, shall be escalated by 6% per annum wef 2023-09-01),
- 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 the 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 relive the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

Delete clause 22.1 and replace with the following:

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

The penalty for this contract shall be for late or non-payment of required rental in terms of (5) PRICE SCHEDULE and will be dealt with in terms of the CCTs Credit Control and Debt Collection Policy as amended from time to time.

- 22.2 The purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, financial penalties as contained on the **Preference Schedule** relating to breaches of the conditions upon which preference points were awarded.

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

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

Add the following after clause 23.7:

- 23.8 In addition to the grounds for termination due to default by the supplier, the contract may also be terminated:

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

- 23.8.2 The parties by mutual agreement terminate the contract.

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

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

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

27. Settlement of Disputes

Amend clause 27.1 as follows:

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

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

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

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

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

Where the parties reach settlement of the dispute or any part thereof, the mediator shall record such

agreement and on signing thereof by the parties the agreement shall be final and binding.

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

28. Limitation of Liability

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

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

Add the following after clause 28.1:

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

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

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

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

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

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

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

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

32. Taxes and Duties

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

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

Add the following after clause 32.3:

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

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations.

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

36. Protection of personal information

36.1 The supplier acknowledges that it will be processing personal information as defined in the Protection of Personal Information Act No. 4 of 2013 relating to City customers, on behalf of the City. Accordingly, it undertakes to ensure compliance with the Act in respect of its processing activities. In particular, it undertakes to keep such information confidential and not to disclose it unless required by law or in the course of the proper performance of its duties. Furthermore, it undertakes to maintain security measures as envisaged in Sections 19 and 21 of the Act. The requirements of this apply to all agents and subcontractors acting on behalf of tenderers and must be included in all contracts between tenderers and their agents or subcontractors.

(8) GENERAL CONDITIONS OF CONTRACT

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

TABLE OF CLAUSES

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

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

training, catering, gardening, security, maintenance, and other such obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

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 required

FORM OF GUARANTEE / PERFORMANCE SECURITY

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address of Guarantor:

"Supplier" means:

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

Amount in words:

"Guaranteed Sum" means: The maximum amount of R

Amount in words:

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

PERFORMANCE GUARANTEE

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

5.1 the Contract has been terminated due to the Supplier's default and that this Guarantee/Performance Security is called up in terms of 5; or

5.2 a provisional or final sequestration or liquidation court order has been granted against the Supplier and that the Guarantee/Performance Guarantee is called up in terms of 5; and

5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

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

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

ANNEXURE

LIST OF APPROVED FINANCIAL INSTITUTIONS

LIST OF APPROVED FINANCIAL INSTITUTIONS

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

National Banks:

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

International Banks (with branches in SA):

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

Insurance companies:

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

(10) FORM OF ADVANCE PAYMENT GUARANTEE

Not Applicable

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

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

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

I, , representing

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

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

Witness

Mandatory

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

 Witness

 for and on behalf of
 City of Cape Town

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

Logo

Letterhead of supplier's Insurance Broker

Date _____

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

Dear Sir

TENDER NO.: 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)

1. Background information

A smart pole (SP) intended for this pilot, is any municipal streetlight pole supplied with permanent electrical power and communications which is designed for more than one purpose, hence a smart pole is also referred to as a multi-function pole, integrated and controlled by back - end systems and automated processes, making the pole smart.

This SP pilot project request for proposal (RFP) intent is to receive bids from appropriate Independent Communications Authority of South Africa (ICASA) telecommunication licenced holders to submit a proposal to the City of Cape Town in order to provide a concession to the successful bidder/s for a period not exceeding 36 months to install and use SP's..

The successful bidder will be fully responsible for the total cost to replace existing street light poles in identified SP pilot sites with a similar height and structurally stronger sized SP's, add a new permanent electricity SP supply to every pole planned to be smart in the pilot site, install telecommunication infrastructure to and between poles and install communication infrastructure on the pole (e.g. ICASA licenced frequency 5G broadband antenna, radio receive and microwave equipment for the bidder/s commercial use in the area for the duration of the pilot project period). ICASA unlicensed frequencies will be permitted for use of wireless Wi-Fi and internet of things (IoT) however, this will be subject to disconnection/removal if any interference is established by the City,

City departments shall participate using the SP pilot for their services by possibly using the tenderer telecommunication infrastructure between the SP's that inter alia could include controllable public lighting, camera surveillance with facial/vehicle number plate recognition, gunshot recognition detectors, wireless communication Wi-Fi and internet of things (IoT) low power wide area network (LPWAN) gateways. Integration of panic buttons, road flooding sensors, air quality sensors, traffic signal, bill/notice board, electrical vehicle and / or bicycle charging station into the pole are not planned for the pilot.

The pilot project will be used for lessons learnt to determine the long term desired SP solution with a sound business case.

2. Scope of the services required

2.1 SP pilot sites;

- 2.1.1 Site 1: Voortrekker Road and Mike Pienaar Road intersection, including Voortrekker approximately between Boompies Street, Parow to Landros Street, Bellville: [ANNEXURE A].

This site comprises of example heavy duty 11 m street light poles with a single 2.5m Type D outreach fitted with example a 250 W HPS luminaire. Streetlights are fitted on both sides of Voortrekker Road and the pilot can be on either side of the road. Metro Police installed a large galvanised steel pole at the intersection to accommodate cameras and this pole will be used to accommodate SP devices indicated in Table 1.

- 2.1.2 Site 2: M5 Koeberg Road between Race Course Road and M8 Bosmandam Road. Milnerton: [ANNEXURE B].

This site comprises of example light duty 11m street light pole with a double spigot on which example a 250 W HPS / 144 W LED luminaire is fitted. The streetlight poles are installed in the road reserve in centre island of the road.

- 2.1.3 A site specific inspection is required by the tenderer to determine the current street light pole installation detail and location, luminaires used, electricity supply and other infrastructure characteristics and specifications that must be considered as part of the proposed SP design of the specific street poles that requires replacement for the required tenderer telecommunication coverage.

- 2.1.4 Analogue/digital static or pan tilt zoom (PTZ) dome optical to thermal CCTV cameras are earmarked for installation on Metro Police rigid poles with zero deflection, ensuring high-resolution video footage. Tree cutting might be required by the City to ensure visibility and an unobstructed view of the area, pavements, buildings and the roads.

2.2 SP configuration

- 2.2.1 Existing streetlight poles of the City shall be replaced with a SP of same height that must meet the technical, structural and safety requirements of the installed poles with the outreach/luminaires and the proposed additional fitted SP devices. The proposed SP must take into consideration the mounting height, size and mass of the devices and the additional features of the internal/external sensors/devices, access openings/covers and brackets. The pole planting/mounting design must take into consideration the additional loading/deflection of the SP. No one single pole design will meet every circumstances and a number of variants will be needed depending on the uses and location that will require the required site inspection by the bidder. Existing spigot and outreach with the luminaires could be fitted on the replaced SP.
- 2.2.2 Preferably one point of entry floor standing marshalling kiosk or pole mounted kiosk can be installed at the pilot area for the termination of smart device interfaces, telecommunication equipment and power supplies for the SP devices/sensors. Power over Internet cables may be used for sensor/device power supply between SP's. Kiosk and SP shall have minimum footprint of less than 1 m², aesthetically pleasing, technically compliant and vandal proof.
- 2.2.3 Tenderer must provide detail for the proposed SP's and kiosks as returnable documents with the tender submission.

The above works to be done will be at no cost to the City of Cape Town as stated in the Background information above and below.

SP equipment/devices/sensors and maximum deflection requirements are summarised in Table 1.

Device	Device mounting ± height (m) hd = heavy duty with 1 outreach [oh]					Mass (± kg)	Size (±mm)			Projected area of each Luminaire (± m ²)	Maximum permissible deflection under design loads	
	8 m pole + 2 m oh [hd]	10 m pole + 2,5 m oh [hd]	11 m pole + 2,5 m oh [hd]	13.5 m pole + 3 m oh [hd]	14.5 m pole + 3 m oh [hd]		L	W	D		Horizontal (mm)	Vertical (mm)
Luminaire (1 on each outreach arm)	8	10	11	13.5	14.5	4	Vary	Vary	Vary	Vary	SANS 10225	50
Up to 5G antennae as well as radio receive and microwave dish equipment	7	9	10	12.5	13.5	20	600	300	200	Vary-	SANS 10225	50
Gunshot recognition detectors	7.5	9.5	10.5	13	14	0.5	100	100	80	Vary	SANS 10225	50
CCTV	7.5	9.5	10.5	13	14	2	250	100	200	Vary	25 mm	50
Wi-Fi	6	8	9	11.5	12.5	4	200	200	100	Vary	SANS 10225	50
LPWAN gateway	6	8	9	11.5	12.5	5	300	200	200	Vary	SANS 10225	50
Solar PV and batteries (optional)	5	7	8	10.5	11.5	10	1000	600	50	0.6	SANS 10225	50

Device	Device mounting ± height (m) ld = light duty with 2 spigots [s]					Mass (± kg)	Size (± mm)			Projected area of each Luminaire (± m ²)	Maximum permissible deflection under design loads	
	7.2 m pole [ld]	8 m pole [ld]	10 m pole [ld]	11 m pole [ld]	13.5 m pole [ld]		L	W	D		Horizontal (mm)	Vertical (mm)
Luminaire (2 on postop spigot)	7.2	8	10	11	13.5	8	Vary	Vary	Vary	Vary	SANS 10225	50
Up to 5G antennae as well as radio receive and microwave dish equipment	6.2	7	9	10	12.5	20	600	300	200	Vary-	SANS 10225	50
Gunshot recognition detectors	6.7	7.5	9.5	10.5	13	0.5	100	100	80	Vary	SANS 10225	50
CCTV	6.7	7.5	9.5	10.5	13	2	250	100	200	Vary	25 mm	50
Wi-Fi	5.2	6	8	9	11.5	4	200	200	100	Vary	SANS 10225	50
LPWAN gateway	5.2	6	8	9	11.5	5	300	200	200	Vary	SANS 10225	50
Solar PV and batteries (optional)	4.2	5	7	8	10.5	10	1000	600	50	0.6	SANS 10225	50

Table 1: Smart streetlight pole maximum horizontal and vertical deflection chart of installed equipment/devices/sensors. [Approximate detail provided and actual installed base must be used for structural design, over and above the existing streetlight design]

2.3 The City's existing galvanised streetlight poles and brackets specification is as per

ANNEXURE C: Specification CEE 15 & CEE 57 for galvanised steel transmission and street lighting poles [currently Tender 027G 2020/21]. The tenderer shall comply with all the relevant sections of this specification and an ECSA Registered Professional Engineer/Technologist shall provide the design/s and a structural suitability report at the tenderer cost for the tenderer replacement galvanised poles **prior to installation or 2 months after tender award** taking cognisance of all the existing streetlight luminaires with the outreach/spigot and all the additional devices fitted to the SP pole with Table 1 requirements. Composite material poles (e.g. glass polymer poles (GPP's) are not specified in Specification CEE 15 & CEE 57 and will be considered if offered by the tenderer in the identified pilot areas whilst meeting the structural requirements of Table 1.

The tenderer must complete Annexure D: Manufacturer's Technical Particulars and Equipment Guarantees as a returnable document **prior to installation or 2 months after tender award**.

2.4 Streetlight poles replacement with a smart pole

2.4.1 Existing streetlight poles earmarked for smart pole functionality in the pilot area must be replaced meeting the additional structural requirements.

2.4.2 Smart pole approximate spacing is 500 m to meet the requirement of 5G telecommunication and gunshot recognition. Pilot site 1 length is 1200 m and Pilot site 2 length is 1500 m, providing an approximate 450 m between the three smart poles per pilot site. Pricing is in accordance with three SPs per pilot site.

2.4.3 The streetlight pole and luminaire replacement must be carried out by the City with the supervision of the tenderer and a quote for the replacement must be obtained from the Electricity Generation and Distribution (EGD) department. Tenderer install the SP. Detail must be provided if the SP's will have concrete footings that the tenderer will install. Safety File shall include safe work procedures to perform this work.

- 2.4.4 All the removed existing poles shall be delivered by EGD to Bloemhof Stores for safekeeping during the pilot and the cost thereof will be part of the pole removal quote.
- 2.4.5 Replacement SP segments and spigots must be secure to prevent circular pole and luminaire movement.
- 2.5 Electricity Supply
 - 2.5.1 The existing controlled supply to luminaires shall be retained to all the streetlights in the pilot areas that includes the reconnection to proposed SP's. EGD is responsible for electricity reticulation and the tenderer must obtain a quote from EGD to provide a new permanent electrical supply to the SP's kiosk/s. The tenderer shall be responsible to install all the proposed SP electricity service cables to the kiosk/s with valid wayleaves. The electrical supply shall be statistically metered but not billed for the period of the pilot. The quoted dedicated electricity distribution floor standing kiosk or pole mounted kiosk will be installed to provide a safe electricity isolation point of supply to all the SP's in the pilot area.
Notes:
 - a) The two sources of electricity supply in the SP shall require electrical compartments/segregation in the SP to separate the two sources of supply with adequate covers and signage/labelling to SANS 10142-1 to prevent electrocution and ensure lock-out of circuits.
 - b) An ECSA Registered Professional Engineer/Technologist shall provide the electrical installation design at the tenderer cost for **prior to installation or 2 months after tender award.**
 - 2.5.2 All the SP's in the pilot area shall be supplied from the kiosk/s in Section 2.5.1. The existing streetlight luminaire electricity supply cables shall also be present in the smart pole and the other conditions thereto in this specification apply.
 - 2.5.3 The SP shall possess a miniature distribution board for the incomer supplies and the supply circuits for all the sensors/devices that are adequately protected in terms of SANS 10142-1.
 - 2.5.4 SP earthing shall meet statutory requirements and prevention of touch potential shall be adequately secured.
 - 2.5.5 Carbon neutral alternative supply (green energy), e.g. off-grid photovoltaic (PV) with storage may be installed and the impact and vandalism risk thereof must be taken into account and mitigated in the SP design, including aesthetics by using e.g. circular PV array.
 - 2.5.6 A Certificate of Compliance issued by a Department of Employment and Labour Registered Person shall accommodate installed and commissioned electrical installations and the original shall be provided to the City.
- 2.6 SP compartments and channels
 - 2.6.1 Alternating current two sources of supply, direct current and telecommunication circuits shall be separated by using appropriate compartments/channels to prevent interference and electric shock.
 - 2.6.2 Channels shall possess draw wires/ropes between the ground level hatch and the device spigot/flange gland plate for pole dressing purposes on ground level.
 - 2.6.3 1.5 mm² live, neutral and earth wires shall be provided for the supply of the luminaire from the appropriately sized circuit breaker.
- 2.7 SP Hatch/s
 - 2.7.1 Hatch/s openings shall be vandal proof. See Annexure C, Section 55.
- 2.8 Mounting flanges
 - 2.8.1 SP shall possess mounting flanges for all the planned smart pole devices.
 - 2.8.2 Flanges must not move in any way once fitted.
 - 2.8.3 316 stainless steel material shall be used for all flanges, brackets, bolts, galvanic washers and nuts.
- 2.9 Cable entry
 - 2.9.1 All electricity and telecommunication cable entries shall be underground through an appropriate cable entry. See e.g. streetlight drawings for electricity entries and additional required for telecommunication cables.
- 2.10 Device access opening

- 2.10.1 All access openings or gland plates shall be weather and waterproof and material shall be 316 stainless steel.
- 2.11 Footing/Baseplate
 - 2.11.1 The existing streetlights use a baseplate to keep the pole into position. Adequate measures must be taken and detail be provided in the design that the SP's remain secured in position with all the devices/sensors.
 - 2.11.2 Tenderer must provide detail if the current baseplate solution requires enhancement, e.g. concrete plinths, to meet structural requirement, may not sterilise the road reserve and influence existing installed services. Concrete plinths must be removed after the pilot.
- 2.12 Devices/sensors
 - 2.12.1 All devices shall be secured using on the 316 stainless steel material mounting flanges using stainless grade 316 and galvanic hardware.
 - 2.12.2 Fitted devices must remain aligned as installed and adjustment will be required by tenderer.
 - 2.12.3 City will install gunshot recognition detectors, wireless communication Wi-Fi and internet of things (IoT) low power wide area network (LPWAN) gateways where required on the SP's with control equipment and communication/power cables.
- 2.13 Anti-climbing intruder spikes
 - 2.13.1 If considered to secure the SP, detail must be provided to the City **prior to installation or 2 months after tender award for consideration.**
 - 2.13.2 Spikes shall be 316 grade stainless steel.
 - 2.13.3 Installation height should be above 5m above ground level.
- 2.14 Tenderer telecommunication network
 - 2.14.1 The tenderer shall be responsible to provide their telecommunication optic fibre/ CAT 6/etc. cables in a duct to the SP's in an underground cable trench.
 - 2.14.2 Wayleaves and construction permits shall be obtained from the City and other stakeholders before commencement of site work and their requirements shall be met.
 - 2.14.3 The tenderer trench may be shared by the City for the installation of telecommunication cables/ducts with appropriate supervision and at no cost to the trench owner.
 - 2.14.4 Tenderer must provide at no cost to the City, access to the smart poles, floor mounted kiosk or the pole mounted kiosk for termination and installation of backhaul equipment to connect the City smart devices by using the City's dark fibres. City is responsible for backhaul equipment and connectivity to the smart pole.
- 2.15 Telecommunication antennas
 - 2.15.1 Technologies using ICASA licenced (e.g. up to 5G antennae, radio receive and microwave dish, etc.) shall be allowed. ICASA unlicensed frequencies will be allowed for Wi-Fi and IoT but will be subject to disconnection/removal if any interference is established by the City or ICASA.
 - 2.15.2 Radio frequency (RF) emission levels of installed radio equipment shall not exceed the ICASA and ICNIRP (International Commission on Non-Ionizing Radiation Protection) radio emission guidelines as endorsed by the Department of Health. Radio emission test report shall be submitted **with the tender as a returnable document** for the public participation process as per 2.24) and post installation to ensure compliance with ICASA and ICNIRP regulations on cell mast radiation for the proposed pilot sites.
 - 2.15.3 Proposed antennas shall be latest technology and be the smallest visual footprint or be integrated into the SP for aesthetic requirements.
 - 2.15.4 Where possible, the antennae shall possess multiple user functionality in order to be shared with another express broadband technology (EBT) telecommunication service provider partner that could be tested during the pilot project by the City. Note 6.1.8.
 - 2.15.5 Small scale multiple input multiple output (MIMO) antennas footprint is considered appropriate for the use on streetlight replaced poles. Detail must be provided in the tender.
- 2.16 Telecommunication requirements by Independent Communications Authority of South Africa (ICASA)
 - 2.16.1 Tenderer must possess in terms of the Electronic Communication Act 36 of 2005, a valid ICASA electronic communication network service licence, referred to as an ECNS license and ECS for commercial services.

- 2.16.2 Only approved ICASA licenced frequencies may be used in the defined frequency spectrum and the tenderer must provide valid ICASA frequency licencing.
- 2.16.3 ICASA Type Approval certification is to be provided for all proposed radio equipment.
- 2.16.4 Detail of both 2.16.2 and 2.16.3 must be provided in the tender submission.
- 2.17 Streetlight luminaire
 - 2.17.1 The existing luminaire lighting characteristics shall not be influenced to provide the designed lighting function and is considered a prime requirement for the SP.
 - 2.17.2 The existing controlled electrical circuit between streetlight poles shall be reconnected to a luminaire circuit to the new kiosk (see 2.5.1), similar to the installed base in order to ensure remote control of all the luminaires within the pilot area.
 - 2.17.3 Luminaire replacement is possible that includes an incorporated day-light-switch and control functionality by the City.
 - 2.17.4 A NEMA base could also be integrated in the replacement luminaire that could be used for other device uses, e.g. Wi-Fi. NEMA base requires surge arrestor incorporation.
 - 2.17.5 Luminaire replacement from the existing streetlight poles to the SP's shall be carried out by EGD on behalf of the tenderer, being cost responsible.
- 2.18 Surveillance cameras:
 - 2.18.1 Metro Police will install analogue/digital static or PTZ dome optical to thermal CCTV camera/s on their masts and SP's where required.
 - 2.18.2 When the tenderer plan as part of innovation to install surveillance CCTV cameras on the SP, the following requirements apply:
 - 2.18.2.1 Successful tenderer must submit proof of Private Security Industry Regulation Act (PSIRA) registration as a security service provider (which includes CCTV contractors) in terms of section 21(1) of the PSIRA, 2001 (Act no. 56 of 2001) in terms of the Definitions in Chapter 1. Section: Security equipment item "c" and Security Service item "h", if surveillance CCTV cameras will be installed. This must be done as a returnable document..
 - 2.18.2.2 Wind loading requirements:
The SP's shall be designed according to the SANS The Design and Construction of Lighting Masts (SANS 10225). See Table 1.
- 2.19 Repairs, Maintenance and Quality Assurance:
 - 2.19.1 Damaged SP's shall be stabilised and replaced by EGD Field Staff in collaboration with the tenderer. Tenderer field staff shall respond within one working day. Electrical supply shall be isolated in the kiosk during SP maintenance/replacement. 24/7 Call Centre contact detail shall be provided after the award for EGD reporting and obtaining a reference number.
 - 2.19.2 Two spare SP's of every proposed type shall be kept in stock by the tenderer for the period of the pilot and must be readily available within 7 days. The City could increase the spare amount depending on maintenance or service requirements.
 - 2.19.3 SP requires preventative and defect maintenance during the pilot period and the tenderer shall provide detail thereof for all the SP types. A Maintenance Schedule and a Quality Assurance plan shall be **provided 2 months after the award**.
 - 2.19.4 Road reserve reinstatement required after the SP's installed or removal.
- 2.20 Metro Police poles:
 - 2.20.1 Metro police existing poles may be used in the pilot project precinct for the purpose of installing tenderer commercial telecommunication equipment,
 - 2.20.2 Large and small scale MIMO antennas for use on the poles will be subject to scrutiny and approval required for the identified pole.
 - 2.20.3 Telecommunication cables and infrastructure of the tenderer to use the identified pole or the floor standing kiosk or pole mounted kiosk, will be subject to complete design and approval by Metro Police.
 - 2.20.4 316 stainless steel and galvanic material shall be used for all flanges, brackets, bolts, washers and nuts.
- 2.21 Metro area telecommunication network
 - 2.21.1 The City's area telecommunication network will be installed in the SP's and appropriate accommodation is required for telecoms cables, equipment and electricity supply.

- 2.21.2 The City and tenderer equipment shall be adequately separated and labelled to ensure demarcated responsibilities.
- 2.21.3 City departments may use unlicensed Wi-Fi frequencies on the SP's.
- 2.22 Staff complement
 - 2.22.1 As the construction and maintenance work required in terms of this tender is considered to be of a technically complex nature, requiring considerable expertise, it is essential that suitably qualified and experienced personnel be assigned to this pilot project.
 - 2.22.2 Tenderers must submit CVs for each of the key personnel which highlights any particular fields of specialisation and experience that is relevant to the scope of work as detailed in this tender.
- 2.23 Identification
 - 2.23.1 Tenderer staff shall at all times carry identity card with recent photograph whilst performing work.
- 2.24 Public Participation Process (PPP) related to the granting of rights in terms of the Municipal Asset Transfer Regulations (MATR):
 - 2.24.1 The City shall undertake a PPP after the tender award (appointment of the service provider/tenderer), related to the granting of rights to use, manage and control City owned immovable property.
 - 2.24.2 The PPP shall be conducted in terms of the City's Policy on the management of certain of the City of Cape Town's immovable property. The PPP process is in respect of Non-Significant Property Rights, i.e. value of asset less than R10m and lease term not longer than 3 years, and the City of Cape Town will determine the form that the process will take post award.
- 2.25 Innovation
 - 2.25.1 The tenderer may show case innovation ability during the pilot period of robust, proven and other SP technology solutions not listed in Annexure G, Section B.
- 3. Management
 - 3.1 The tenderer shall primarily manage the smart poles during the pilot period that includes inter alia manufacturing, installation, commissioning, repairs and maintenance, technical enhancement, connectivity and availability and access control. The City will be responsible for City infrastructure. Collaboration required between tenderer and EGD for pole replacement to SP's, replacement and insurance requirements of damaged SP's.
 - 3.2 Access to SP's shall be provided to all stakeholders within a reasonable time but not later than 4 hours from receipt of request, except EGD that will require access to the SP 24/7.
 - 3.3 A manufacturing facility in RSA is a requirement during the tender installation period taking cognisance of the dtic Local Content requirements and a facility must exist for the repairs and maintenance thereafter. This must ready and operational within 30 days of contract commencement.
 - 3.4 Successful tender shall provide a project program for the duration of the pilot project within one month after award. It is expected to have the smart poles installed and commissioned within a reasonable time not exceeding 6-months after the public participation and conclusion of the Memorandum of Agreement.
 - 3.5 Tender performance will be monitored and managed in terms of the project program.
- 4. Costs:
 - 4.1 Tenderer is cost responsible for the directly related costs, e.g. replacement of all the existing street light poles with the existing/new luminaires in identified area/s with structurally sound sized SP's (inclusive of the required structural report), add a new EGD quotable permanent SP electricity supply, reconnect the existing luminaire supply cables to the SP with supervision of EGD, install telecommunication infrastructure to and between poles and install/mount their communication infrastructure on the SP, etc.
 - 4.2 Tenderer is cost responsible for road reserve reinstatement and SP maintenance.
 - 4.3 Other City departments and EGD that participate using the SP pilot for their services, shall be cost responsible for their services provided to the SP.
 - 4.4 All operating cost, inclusive of the Rental as indicated in (5) PRICE SCHEDULE will be for the account of the tenderer except for the electricity supplied to the pole by the City. All rental cost,

inclusive of VAT, shall be payable annually in advance by the tenderer from the commissioning date of the smart pole. Late payment or non-payment will be dealt with in terms of the CCT's Credit Control and Debt Collection Policy as amended from time to time.

4.5 Damaged SP during pilot:

- 4.5.1 Damaged poles shall be replaced by the tenderer and is for the account of the tenderer.
- 4.5.2 Tenderer shall administer the damaged pole replacement cost from the 3rd party.
- 4.5.3 City smart pole participants shall be cost responsible for their infrastructure and the tenderer shall provide a Theft / Loss Report to the City of damaged smart pole and street furniture, inclusive of the guilty party [vehicle registration number, driver name/surname and address, ID number, copy of driver's license, photos, SAPD Case Number, drawing, description/summary of sequence of events, etc.] within 3 working days by completing the appropriate sections of Annexure F: Theft / Loss Report.

5. Smart pole status after the pilot project

- 5.1 Must be removed, inclusive of any concrete plinths and other ancillary infrastructure, the original streetlight poles be replaced by the tenderer and road reserve reinstatement at the tenderers cost.

6. Company background

- 6.1 An abbreviated company CV including company presence in RSA and abroad is a returnable document requirement. Items should include:

- 6.1.1 Age of the company.
- 6.1.2 Tenderer local, national and international smart pole specific experience.
- 6.1.3 Size of technical and maintenance support team/s in RSA and abroad and indicating the support functions not available locally.
- 6.1.4 Technical smart innovation ability with robust solutions.
- 6.1.5 Examples and track record of similar projects with contactable references.
- 6.1.6 Detailed CV's of project team with roles and responsibilities of the team members.
- 6.1.7 Guarantees and warranties offered.
- 6.1.8 Open source communication/data base/protocols, plug and play equipment, backward compatibility/ interoperability and sharing infrastructure ability with 3rd parties in terms of recognised national and international open protocol standard/s.
- 6.1.9 Other items listed in the 'Minimum score for functionality' section in the tender.

7. Health and Safety

Refer to Annexure E. All health and safety documentation must be provided by the tenderer as a returnable document **prior to construction/installation or 2 months after tender award.**

[illegible]

ANNEX 1 (continued)

MONTHLY PROJECT LABOUR REPORT

BENEFICIARY DETAILS AND WORK INFORMATION

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

CONTRACT OR WORKS PROJECT NUMBER:				Year		Month		Sheet 1 of				
No.	(8) First name	(8) Surname	(8) ID number	(9) New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	(10) Job seeker database (Y/N)	Contract start date (DDMMYY)	(11) Contract end date (DDMMYY)	(12) No. days worked this month (excl. training)	(13) Training days	(14) Rate of pay per day (R – c)
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
										0	0 R	-
Declared by Contractor or Vendor to be true and correct:		Name		Signature								
		Date										
Received by Employer's Agent / Representative:		Name		Signature								
		Date										

(14.2) BBBEE SUB-CONTRACT EXPENDITURE REPORT (PRO FORMA)

Not applicable.

(14.3) PARTNERSHIP/ JOINT VENTURE (JV) / CONSORTIUM/ EXPENDITURE REPORT (PRO FORMA)

TENDER NO. AND DESCRIPTION:

SUPPLIER:

PARTNERSHIP/ JOINT VENTURE (JV)/ CONSORTIUM EXPENDITURE REPORT

Rand value of the contract (as defined in Schedule 4: Preference Schedule) (P*)	R	B-BBEE Status Level of Partnership/ Joint Venture (JV)/ Consortium	
---	---	--	--

Name of partners to the Partnership/ JV / Consortium (list all)	B-BBEE Status Level of each partner at contract award	Percentage contribution of each partner as per the Partnership/ JV/ Consortium Agreement ¹ A	Total value of partner's contribution (excl. VAT) ¹ B = A% x P*	Value of partner's contribution to date (excl. VAT) ¹ C	Value of partner's contribution as a percentage of the work executed to date D = C/P*x100
Partner A		%	R	R	%
Partner B		%	R	R	%
Partner C		%	R	R	%

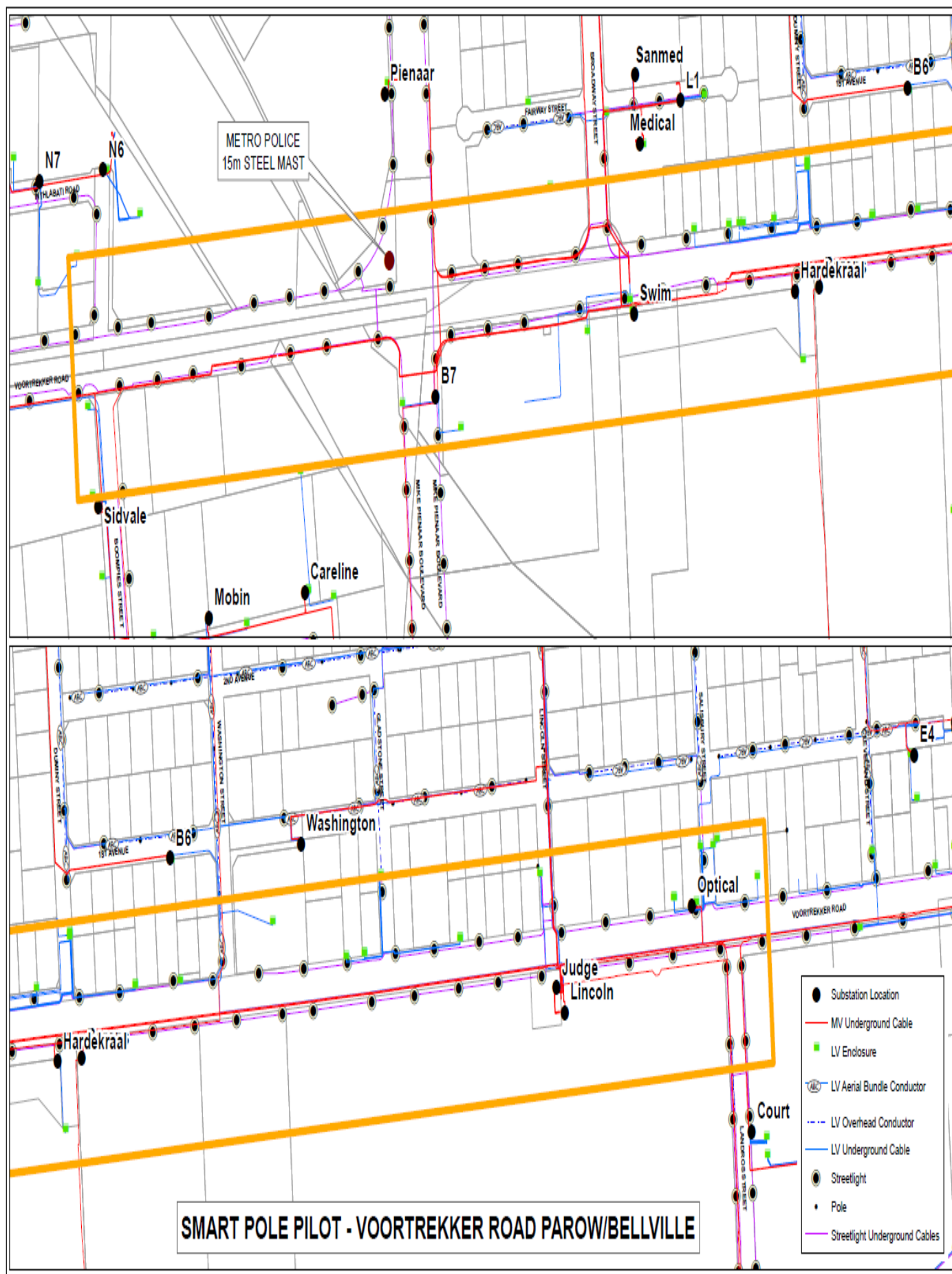
¹Documentary evidence to be provided**Signatures**Declared by supplier
to be true and correct:

Date:

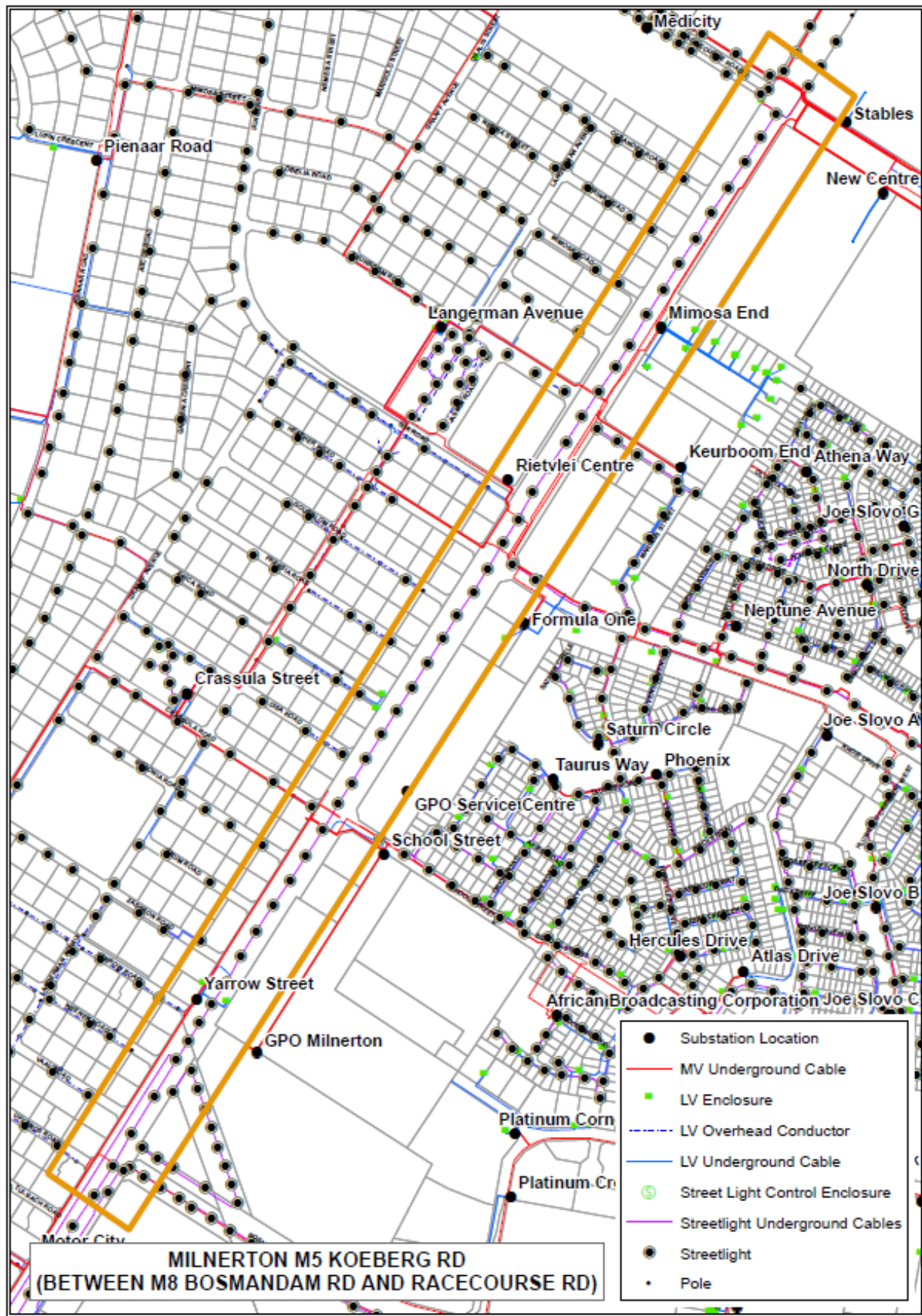
Verified by CCT
Project Manager:

Date:

ANNEXURE A Pilot site 1: Voortrekker Road and Mike Pienaar Road intersection, including Voortrekker approximately between Boompies Street, Parow to Landros Street, Bellville



ANNEXURE B Pilot Site 2: M5 Koeberg Road between Race Course Road and M8 Bosmandam Road



ANNEXURE C: SPECIFICATION CEE 15 & CEE 57 FOR GALVANISED STEEL TRANSMISSION AND STREET LIGHTING POLES [currently Tender 027G 2020/21]
 (Note: 'SL' drawings only applicable for this tender)

1 SCOPE OF SPECIFICATION

This specification provides for the manufacture, testing, supply, delivery and off-loading of galvanised tubular steel transmission, street lighting poles, street lighting arches and outreach arms hereafter referred to as steel transmission poles, street lighting poles or poles and accessories.

2 DEFINITIONS

The following definitions shall apply to this specification:

2.1 Employer shall mean the City of Cape Town, represented by the Director: Electricity Services and/or such other official or officials duly authorised thereto by the Director: Electricity Services.

2.2 Engineer shall mean the Director: Electricity Services or his duly appointed representative, or a firm of Consulting Engineers or other body appointed to act on behalf of the Director: Electricity Services

3 NORMATIVE REFERENCES

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

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

SANS 62-1 : Pipes suitable for threading and of nominal size not exceeding 150 mm

SANS 121 : Hot-dip galvanised zinc coatings on fabricated iron and steel articles: Specifications and test methods.

SANS 1088 : Luminaire entries and spigots

SANS 9001 : Quality management systems – Requirements

SANS 10044-1 : Welding Part 1: Glossary of terms

SANS 657-1 : Steel tubes for non-pressure purposes Part 1: Sections for scaffolding, general engineering and structural applications.

SANS 10064 : The preparation of steel surfaces for coating.

SANS 10160-1 : Basis of structural design and actions for buildings and industrial structures Part 1: Basis of structural design.

SANS 10160-3 : Basis of structural design and actions for buildings and industrial structures Part 3: Wind actions.

SANS 10225 : The design and construction of lighting masts

SANS 10280 : Overhead power lines for conditions prevailing in South Africa.

SANS 10280-1 : Overhead power lines for conditions prevailing in South Africa Part 1: Safety.

SANS 14713 : Protection against corrosion of iron and steel in structures – Zinc and aluminium coatings – Guidelines.

SANS 14713-1 : Zinc coatings – Guidelines and recommendations for the protection against corrosion of iron and steel in structures Part 1: General principles of design and corrosion resistance.

SANS 14713-2 : Zinc coatings – Guidelines and recommendations for the protection against corrosion of iron and steel in structures Part 2: Hot dip galvanizing.

SANS 50025-1 : Hot rolled products of structural steels Part 2: Technical delivery conditions.

SANS 50025-2 : Hot rolled products of structural steels Part 2: Technical delivery conditions for non-alloy structural steels.

AWS D1.1 : Structural Welding Code: Steel.

Occupational Health and Safety Act (Act 85 of 1993) and regulations incorporated therein.

3.3 Reference to a particular standard or recommendation in this specification does not relieve the manufacturer of the necessity of the work complying with other relevant standards or recommendations.

3.4 Tenderers offering equipment to standards other than those mentioned above may be considered provided it is clearly indicated in which respects the equipment offered does not comply and the likely consequences of such non-compliance.

4 GENERAL

4.1 Particulars of the System

4.1.1 The steel transmission poles are required for use on low and medium voltage, 50 Hz, 3-phase, 4-wire overhead power line system.

4.2 Service Conditions

4.2.1 All poles and accessories supplied shall be suitable for continuous operation under the following conditions:

4.2.1.1 Altitude : Sea level – 300m

4.2.1.2 Minimum temperature : -5 °C

4.2.1.3 Maximum temperature : 45 °C

4.2.1.4 Average daily mean temperature : 25 °C

4.2.2 The poles and accessories will be exposed to salt-laden atmosphere and high winds and the design shall be such as to ensure maximum protection against corrosion.

4.3 Compliance with Regulations

4.3.1 All apparatus and materials supplied shall comply with the current requirements of the Republic of South Africa's Occupational Health and Safety Act, Act 85 of 1993 as amended, and the Regulations issued thereunder and any regulations issued in modification or substitution thereof. In addition, they shall comply with any other requirements having the force of law to which the Employer is subject.

4.3.2 Local content: The steel poles falls within the Department of Trade and Industry (DTI) local content designated sectors Steel Power Pylons and Street Lighting Steel Poles and accordingly all poles shall be fully compliant and the required declarations (Schedule 11) shall be fully completed by the Tenderer.

4.4 Quality, Design and Execution

4.4.1 All apparatus should comply with this Specification. Any departures from the requirements of this Specification shall be fully detailed by the Tenderer and may be accepted at the Engineer's discretion.

4.4.2 No departure shall be implemented without the prior approval of the Engineer.

4.4.3 The equipment shall comply with the particulars and guarantees detailed in this specification.

4.4.4 The Manufacturer's quality assurance system shall be approved in terms of SANS 9001 or an alternative quality assurance system to the approval of the Engineer. A copy of the registration certificate shall be submitted with the tender.

4.4.5 All materials used shall be new materials and of the best quality. The material of which each part is made shall be one of those recognised as suitable for the purpose in conservative modern practice and of a class suitable for working under the conditions specified. The variations of temperature and atmospheric conditions arising under working conditions shall not cause distortion, deterioration or the setting up of undue stresses in any part nor affect the strength and suitability of the various parts for the work which they have to perform. No welding, filling or plugging of defective parts will be permitted without the sanction in writing of the Engineer.

4.4.6 All such materials shall be non-combustible.

4.4.7 The design and execution of the work shall incorporate every practicable precaution and provision: -

4.4.7.1 For the safety of those who will operate and maintain the equipment.

4.4.7.2 For the satisfactory operation of the equipment under all conditions likely to be met in service.

4.4.7.3 To facilitate inspection, maintenance and repairs.

4.4.8 Features likely to require excessive maintenance shall be carefully avoided.

4.4.9 Tenderers shall offer equipment of the highest possible quality to ensure highly reliable service and only proven designs will be accepted.

4.4.10 The manufacturer shall have proven and acceptable experience in the manufacture of equipment of the type offered or equivalent equipment, and shall have a service record demonstrating the reliability and quality of the equipment.

5 DESIGN AND FABRICATION

5.1 General

5.1.1 The design features of all equipment shall be based on the SI system of units.

5.1.2 The steel poles shall be manufactured from tubular steel and shall comply with the requirements of SANS 657-1.

5.1.3 The steel used in the manufacture of the poles shall be Grade S355JR steel, or equivalent, in accordance with SANS 657-1 and SANS 50025-2, and with an ultimate tensile strength of not less than 450 MPa.

5.1.4 Only steel bearing the SABS standardisation mark signifying compliance with the appropriate SANS specification shall be used in the fabrication of the poles. The chemical composition of the steel shall be specified appropriately to ensure that a bright finish to the zinc coating is obtained.

5.1.5 The minimum thickness of steel used shall be as stated. Any deviation from these thicknesses will be considered only if supported by the design calculations. Cross-section dimensions shall comply strictly with the drawings.

5.1.6 The finished product shall comply with the tolerances indicated in SANS 657-1 and shall have a smooth external surface free from burrs and splinters. All edges and tapers shall be smooth and rounded.

5.1.7 The design calculations shall be carried out by a registered professional Structural Engineer who shall certify that the design complies with the requirements of the standards and specification.

5.1.8 Manufacture shall not commence until the Contractor's design drawings have been approved by the Engineer. The Contractor shall not depart from the approved drawings except where a variation has been approved by the Engineer in writing.

5.2 Steel Transmission Pole Design

5.2.1 The poles shall be manufactured to the dimensions detailed in Drawings No. SK 2844 Rev 5, SK 2478 Sheet 7 Rev 1 and SK 2869 Sheet 1 Rev 1.

5.2.2 The design of the steel transmission poles shall be in accordance with the requirements of SANS 10280 and SANS 10280-1, and shall be supported by full calculations detailing the derivation of resultant wind forces using the following variables and constants:

5.2.2.1 Conductors : Diameter = 12 mm

Mass = 0.8 kg/m

Number = 4 conductors

5.2.2.2 Dimension from the top of the pole to cross-arm (supplied by others) mounting = 0.3 m.

5.2.2.3 Dimensions of the insulators = 100 mm long x 75 mm wide.

5.2.2.4 Pole span length = 35 m.

5.2.2.5 Conductor sag/offset = 1.5 % of span of length.

5.2.3 The terrain category shall be Category D.

5.2.4 The regional basic design wind speed shall be taken to be 44 m/s.

5.2.5 The design shall include a safety factor of 2,5 in accordance with the requirements of the Electrical Machinery Regulations of the Occupational Health and Safety Act, Act 85 of 1993.

5.2.6 Manufacture shall not commence until the Contractor's design drawings have been approved by the Engineer. The Contractor shall not depart from the approved drawings except where a variation has been approved by the Engineer in writing.

5.3 Steel Transmission Pole Fittings

5.3.1 Each pole shall be supplied with a galvanised baseplate complete with galvanised hook bolts and nuts, and a galvanised cap complete with galvanised set screws, all as detailed on Drawing No's. SK 2844 Rev 5, SK 2869 Sheet 1 Rev 1 and SK 2478 Sheet 7 Rev 1, respectively.

5.4 Steel Street Lighting Pole Design

5.4.1 The poles shall be designed and manufactured in accordance with the recommendations of SANS 10225 and SANS 14713-1.

5.4.2 The terrain category shall be Category 2. (Altitude 0 to 300 m)

5.4.3 The regional basic design wind speed shall be taken to be 40 m/s.

5.4.4 The poles shall comply with the applicable drawings attached.

5.4.5 The poles shall be designed for the combination of pole and outreach arm that results in the highest stresses.

5.4.6 To allow interchangeability between pole stems and outreach arms, the outreach arms shall be manufactured exactly to the dimensions specified on the respective drawings. Any that do not comply will be rejected and returned at the Manufacturer's expense.

5.4.7 The maximum horizontal and vertical deflections of the light duty poles at the spigot when subjected to the design loads due to wind and to the self-weight of a double side entry adaptor and 2 luminaires shall not exceed the amounts specified in SANS 10225.

5.4.8 The maximum horizontal and vertical deflections of the heavy duty poles at the spigot when subjected to the design loads due to wind and to the self-weight of a double outreach arm and 2 luminaires shall not exceed the amounts specified in SANS 10225:

Mounting Height	No. of luminaires on each outreach arm	Mass of each luminaire kg	Projected area of each Luminaire m ²	Maximum permissible deflection under design loads	
				Horizontal mm	Vertical mm
8 m pole with a 2 m outreach	1	15	0,2	SANS10225	50
10 m pole with a 2,5 m outreach	1	15	0,2	SANS10225	50
11 m pole with a 2,5 m outreach	1	15	0,2	SANS10225	50
13,5 m pole with a 3 m outreach	1	15	0,2	SANS10225	50
14,5 m pole with a 3 m outreach	1	15	0,2	SANS10225	50

Table 1

5.4.9 The minimum thickness of steel used shall be as stated in the design calculations sheet. Cross-section dimensions shall comply strictly with the drawings. Poles of reduced cross-section at the access opening will not be considered.

5.4.10 The poles must be straight and true to within 10 mm in 6 m.

5.4.11 Whenever there is a need for reducing the diameter, it must be swaged down to the required diameter. Pipe reducers are not acceptable. The swaged joint between sections shall comply with drawing SL 26. No welding at the start of the reduction will be allowed, except the butt welding at the spigot where the smaller diameter fits into the larger diameter.

5.5 Steel Street Lighting Poles Access Openings, Covers, etc.

5.5.1 Each pole shall have an access opening as detailed on the respective drawing.

5.5.2 A shaped hot dip galvanised steel cover with lettering as per drawing SK5244 shall be secured to the pole by means of two stainless steel 8 mm diameter Allen type countersunk screws. The screws shall be captive to the cover plate. A 3 mm thick synthetic rubber gasket shall be fixed to the cover. Details are shown on the drawings.

5.5.3 Alternatively, subject to approval, injection moulded materials or other non-metallic materials may be used for the cover instead of galvanised steel. Full details of any alternative material shall be submitted.

5.5.4 A treated hardwood backboard shall be fixed inside each pole opposite the opening. One of the bolts used to fix the backboard to the pole shall be extended to act as an earthing stud and be provided with a washer and two nuts as shown on the drawings.

5.5.5 The planting depth shown on the drawings shall be marked on the poles in a permanent manner. The method of marking shall be to approval.

5.5.6 All cover plates shall be provided with 8 mm x 15 mm long earth studs, welded to the inside of the cover plate.

5.6 Steel Street Lighting Poles Baseplates

5.6.1 Each pole shall be supplied with a hot dipped galvanized mild steel baseplate in accordance with the relevant drawing

5.7 Steel Street Lighting Poles Marking

5.7.1 The pole shall be marked visibly and indelibly inside each pole at access opening with the following:

5.7.1.1 The letters: CCT,

5.7.1.2 manufacturer name,

5.7.1.3 year of manufacture

5.7.1.4 as well as the pole length.

5.7.2 Heavy duty poles shall be marked "HD" and light duty poles shall be marked "LD" marking immediately below the access opening prior to galvanizing.

5.7.3 The method of marking shall be to the engineer's approval.

5.7.4 A 25mm line indicating the planting depth of the pole as indicated on the drawing shall be welded on the pole prior to galvanizing.

5.7.5 The poles shall bear the approved SABS standardisation mark signifying compliance with SANS 121.

5.8 Steel Galvanised Transmission Poles Marking

5.8.1 The pole shall be marked visibly and indelibly 2m above the planting depth of each pole with the following:

5.8.1.1 The letters: CCT,

5.8.1.2 manufacturer name,

5.8.1.3 year of manufacture

5.8.2 A 25mm line indicating the planting depth of the pole as indicated on the drawing shall be welded on the pole prior to galvanizing.

5.8.3 The poles shall bear the approved SABS standardisation mark signifying compliance with SANS 121.

5.8.4 All markings to be applied to the pole prior to galvanizing.

5.9 Corrosion Protection

5.9.1 The transmission and street lighting poles and accessories shall be protected against corrosion in accordance with the recommendations of SANS 14713, SANS 14713-1 and SANS 14713-2.

5.9.2 Unless otherwise stated or implied the whole of the finished work shall be protected internally and externally by hot dip galvanising in accordance with SANS 121.

5.9.3 The mass per unit area of the zinc coating over the whole of the galvanised surface shall not be less than that specified for general applications in Table 3 of SANS 121.

5.9.4 All material shall be substantially free from white rust when delivered. Close attention shall be paid to the manner in which the material is stacked at the Galvaniser's works and during subsequent handling prior to delivery.

5.9.5 Material that has been inspected at the Galvaniser's or Manufacturer's works and passed by the Engineer, shall be liable to rejection if it has been found that white rust or other defects have developed between the date of inspection and the date of delivery to the City of Cape Town's stores.

5.9.6 All poles shall be tested after galvanising to ensure that there is no internal blockage.

5.9.7 Only poles with bright galvanised finish will be acceptable. Poles which exhibit discolouration after galvanising will be rejected. Cold galvanising or painting as a remedial measure shall not be acceptable.

5.10 Welding

5.10.1 Manufacturing and welding shall be in accordance with the requirements of SANS 657-1, SANS 10044 and shall follow the processes detailed in AWS D1.1.

5.10.2 Butt welds shall have 100% penetration and seam welds shall have 60% penetration except for slip joint areas where the penetration shall be 100%.

5.10.3 Butt and seam welds shall be ground flush with the adjacent metal. Butt sections shall be neatly joined without noticeable discontinuity from one section to another.

6 PARTICULARS

6.1 Tenderers shall submit with their tender full particulars of the equipment offered and shall complete in full all returnable schedules attached hereto.

6.2 The schedule of Technical Particulars Schedule shall be completed in full with particulars of the steel poles offered. Tenderers shall detail actual particulars, parameters or dimensions specific to the equipment offered and shall not simply refer to other standards or specifications.

6.3 Sufficient technical data, design calculations, complete details of the structural performance of the poles, diagrams, detailed and dimensioned drawings and relevant particulars shall be submitted with the tender to enable the characteristics and merits of the steel poles offered to be ascertained.

6.4 A copy of the permit authorising the galvanizer to apply the SANS standardisation mark shall be submitted with the tender.

6.5 The detailed design calculations of the registered Professional Structural Engineer, his / her certification of design compliance and details of the structural engineer's professional registration number and Professional Indemnity Insurance Certificate shall be submitted with the tender submission.

6.6 The design of the street lighting poles offered shall be supported by full calculations which shall be submitted with the tender. The calculations shall detail the derivation of resultant nominal wind forces. Failure to submit the required information may result in the tender being ruled non-responsive.

6.7 Tenderers shall submit a Quality Plan detailing the steel pole and accessories manufacturer and quality process, and Quality Plans shall include full particulars detailing their fabrication, welding, corrosion protection and painting processes. (method statement)

6.8 Tenderers shall submit their Company Organogram, and in addition a Company Organogram for the Manufacturer if the Tenderer is not the Original Equipment Manufacturer (OEM). Organograms shall detail the structure of the Tenderer's and Manufacturer's companies and the relationships between the different people, departments, and jobs at different levels within each of the companies.

6.9 Failure to submit detailed drawings and particulars as required or failure to complete the returnable schedules in full may render the Tenderer liable for disqualification.

6.10 Tenderers who are not the OEMs of the steel poles offered shall provide a letter from the OEM verifying that they are an authorised reseller or distributor of those steel poles and providing confirmation by the OEM of full compliance with the Specification, together with all detailed particulars and drawings listed above. The letter from the OEM shall state that the tenderer is an authorized reseller or distributor for the duration of the contract. Such Tenderers shall include details of their experience as authorised resellers or distributors of similar poles as an annexure to Schedule 15D.

6.11 Tenderers shall tender for a single manufacturer only per steel pole, either the Tenderer or a separate OEM as envisaged above. The Tenderer is required to commit to the single manufacturer per item for the full duration of the contract and is to provide the detailed particulars and drawings as listed above that are specific to that manufacturer.

6.12 The manufacturers and the places of manufacture, testing and inspection of steel poles shall be stated in the returnable schedules together with full details of the location and capabilities of their service / repair facility situated closest to Cape Town. Any changes to the places of manufacture, testing and inspection shall only be made with the written agreement of the Engineer and the Contractor shall ensure that the manufacturers and places of manufacture are acceptable to the Engineer.

6.13 The manufacturer shall have a proven track record in the manufacture of steel poles, and Tenderers shall provide full and thorough details of the manufacturer's experience and facilities for such manufacture. Tenderers offering steel poles manufactured by manufacturers without appropriate experience and facilities will not be considered.

6.14 Information should also be submitted detailing the quantity of similar steel poles manufactured and supplied by the OEM and in service in South Africa, as well as the details of existing users of similar poles.

6.15 All materials shall comply with this Specification. Any departures from the requirements of this Specification or non-compliance shall be stated clause-by-clause by the Tenderer in the returnable schedules and may be accepted at the Engineer's discretion. Undisclosed non-compliance with requirements of the Specification by the successful Tenderer shall result in the Tenderer being bound to the requirements of the Specification.

6.16 No departure from the requirements of this Specification shall be implemented without the prior approval of the Engineer.

6.17 The Contractor shall be responsible for any discrepancies, errors or omissions in the particulars and guarantees, whether or not such particulars and guarantees have been approved by the Engineer.

6.18 All details given in this Specification and the drawings forming part of it have been carefully compiled but the onus is on the Tenderer to satisfy himself as to the accuracy thereof.

7 DRAWINGS

7.1 The following standard drawings are issued with this tender document:

7.1.1 SK 2844 Rev 5

7.1.2 SK 2478 Sheet 7 Rev 1

7.1.3 SK 2869 Sheet 1 Rev 1

7.1.4 SL1

7.1.5 SL2

7.1.6 SL4 Sheet1

7.1.7 SL4 Sheet 2

7.1.8 SL11

7.1.9 SL26

7.1.10 SL27

7.1.11 SL29

7.1.12 SL31

7.1.13 SL32

7.1.14 SL33

7.1.15 SL34

7.1.16 SL36

7.1.17 SL37

7.1.18 SL38

- 7.1.19 SL39
- 7.1.20 SL42
- 7.1.21 SL45
- 7.1.22 SL53
- 7.1.23 SL5244

7.2 The above drawings are appended to this document. The use of full scale electronic copies by prospective tenderers is recommended, and such copies are available and will be forwarded on request submitted to the CCT Tender Representative with full contact details.

7.3 Notwithstanding the drawings and detailed particulars required to be submitted with the tenders, fully dimensioned General Arrangement drawing indicating the size and general details of the steel poles shall be submitted for approval within two weeks after the award of tender and prior to commencement of manufacturing.

7.4 Drawings shall be subject to formal approval by the Employer before manufacture of the equipment is commenced. The Contractor shall provide one electronic copy (in DXF and pdf formats) of each approved drawing for the Employer's records before commencement of deliveries.

8 INSPECTION AND TESTS

8.1 General

8.1.1 The steel poles shall be subjected to sample and routine tests as detailed in SANS 657-1.

8.1.2 During manufacture and prior to despatch, the Engineer will inspect all poles at the Manufacturer's works both before and after galvanising. Not more than 5 % of the poles (but at least one) shall be subjected by the Contractor, in the presence of the Engineer, to the sample tests detailed below and to such other tests as may be deemed necessary by the Engineer to ensure good quality workmanship.

8.1.3 To this end, the Engineer or his representative shall, during normal working hours, be given all reasonable access and facilities for the carrying out of his duties and shall have the right of entry into the factory of the manufacturer and the factory of any sub-contractor to the manufacturer, where work in accordance with this specification may be in progress.

8.1.4 Before the despatch of any poles from the factory of manufacture it shall have been inspected by the Engineer or his duly appointed representative and an Acceptance Certificate shall have been issued. The manufacturer shall notify the Engineer at least one week in advance of the proposed dates for final inspections, and the poles shall be fully completed prior to the day of the final inspection.

8.2 Bending Sample Test (Strength and Stiffness)

8.2.1 The poles shall be subjected to a bending test to verify the deflections of the transmission poles under load. The poles shall be tested before welding of flanges, where specified. The poles shall be clamped vertically and rigidly for a length of 1,50 m from the base, and with specified test loads applied horizontally at a point 300 mm from the top of the pole the temporary deflection produced shall not exceed:

8.2.1.1 for street lighting poles the design loads as given in Table 1

8.2.1.2 for transmission poles 150 mm, and the permanent set at the top of the pole shall not exceed 13 mm.

8.2.2 Alternatively, for convenience in testing, the pole may be fixed horizontally and the test load applied vertically, in which case the specified test loads shall be adjusted accordingly to compensate for the overhanging mass of the pole. The direction of the test loads shall be such as to test the poles in their weakest position without the inspection cover in place. The details of the test shall be agreed upon by the Contractor and the Engineer.

8.2.3 After the mild steel flange, where specified, has been welded onto the pole, the no-load permanent set shall be as for pole type A & B as indicated on Drawing No. SK 2478 Sheet 7 Rev 1.

8.2.4 On completion of the tests, the test reports and type test certificates shall be submitted to the Engineer.

8.3 Galvanising Sample Test

8.3.1 The quality of the galvanising shall be tested in accordance with SANS 121. The surface of the zinc coating shall have a bright finish. Any poles with a dull finish will be rejected. Poles which exhibit discolouration after galvanising will be rejected. Painting as a remedial measure is not acceptable.

8.3.2 In the event of any pole tested in accordance with this clause not fulfilling the test requirements, a further 5% of the poles shall be subjected to the tests enumerated. Should any further failure occur, the whole lot from which the poles have been selected shall be liable to rejection.

8.3.3 All poles shall be tested after galvanising to ensure that there is no internal blockage.

8.3.4 Not less than seven days' notice in writing shall be given to the Engineer when the poles are ready for inspection and tests.

8.3.5 A copy of the Inspection Certificate certifying compliance with SANS 121 shall be submitted to the Engineer for each batch of poles. The items inspected shall be clearly identified on the certificate. The form of the certificate shall be approved by the Engineer.

8.3.6 Unless the Engineer shall otherwise direct, no poles shall be delivered to the City until the Engineer has issued to the Contractor, in respect of such poles, a certificate to the effect that the poles have passed the tests required.

8.4

8.5 Welding Sample Test

8.5.1 All welds shall be checked visually.

8.5.2 If transverse butt welds are to be used, the poles shall be subjected, at each joint, to a bending load which causes the butt weld (half circumference) to be in tension. The load shall be varied according to the section and shall not cause permanent set. The load (or the amount of deflection produced) shall be to the satisfaction of the

Engineer and sufficient to ensure that each butt weld is of adequate strength. The Engineer shall witness as many of these tests as he may deem necessary, preferably during the course of manufacture. The Manufacturer shall give adequate advance notice to permit the Engineer to attend. Any joint in which cracking occurs shall be ground out to the full thickness of the material, re-welded and tested again.

8.5.3 In the event of any pole tested in accordance with this clause not fulfilling the test requirements, a further 5% of the poles shall be subjected to the tests enumerated. Should any further failure occur, the whole lot from which the poles have been selected shall be liable to rejection.

8.6 Drop Sample Test

8.6.1 Poles of swaged construction shall be dropped vertically, butt downwards, three times in succession from a height of 2 m on to a hard wooden block 150 mm thick, laid on a concrete foundation. The pole shall withstand this test without showing any signs of telescoping or loosening of joints.

9 QUANTITIES

9.1 Tenderers should note that the quantities on the Price Schedule are anticipated quantities only for the purpose of indicating approximate usage levels. The Employer will order only those quantities that are actually required from time to time and may not order any quantity at all depending on project and customer demand.

10 PACKING AND DELIVERY

10.1 The Contractor shall be responsible for the packing, loading, transport and off-loading of the steel poles from the place of manufacture, whether this is at his own works or those of any supplier, to the Employer's Electricity Stores and shall provide all labour, plant and material necessary for the offloading.

10.2 The method of packing shall provide adequate protection for transportation of the steel poles. The method of packing and precautions to be taken during transport shall be clearly detailed by the Contractor.

10.3 Any loose parts shall be boxed in substantial crates or containers to facilitate handling in a safe and secure manner. Each crate or container shall be marked clearly on the outside of the case to show where the mass is bearing and the correct position for the slings. Each crate or container shall also be marked with the notation of the part or parts contained therein, contract number and port of destination, and shall become the property of the Employer after delivery.

10.4 Any damage due to defective or insufficient packing or that occurs during loading, transport or off-loading of the steel poles shall be made good by the Contractor at his own expense and within reasonable time when called upon by the Employer to do so.

10.5 The Contractor shall inform himself fully as to all relevant transport facilities and requirements and loading gauges and ensure that the equipment as packed for transport complies with the South African highway regulations and/or conforms to the limitations of the transport facilities of Transnet Ltd. The Contractor shall also be responsible for verifying the adequacy of any cranes required for off-loading at the port of entry, at the Employer's Electricity Stores and at Site.

10.6 The Contractor shall take reasonable steps to prevent damage to any highways or bridges by his traffic and shall select routes, choose and use vehicles and restrict and distribute loads so that the risk of damage shall be limited as far as is reasonably possible. The Contractor shall immediately report to the Engineer any claims made against him arising out of alleged damage to a highway or bridge.

10.7 Access to the Stores is by road only.

11 DELIVERY PERIOD

11.1 The specified delivery period per item is detailed in the Price Schedule.

11.2 Tenderers shall detail in the space provided in the Price Schedule the tendered delivery period per item.

Tendered delivery periods that exceed the specified delivery period shall be sufficiently motivated and documented and will be to the approval of the Engineer.

11.3 The contracted delivery period shall be the specified delivery period or an alternative tendered delivery period that has been considered and formally approved by the Engineer at the time of tender award.

11.4 The Contractor shall deliver steel poles ordered from time to time in accordance with this tender within the contracted delivery period unless specifically approved to the contrary by the Engineer.

11.5 The Contractor shall on placement of new purchase orders by the Employer prepare a detailed delivery schedule and submit this to the Engineer within 5 working days of the placement of the orders.

11.6 In cases where large quantities of steel poles are ordered simultaneously staggered deliveries that extend beyond the contracted delivery period will be considered provided that the delivery schedule has been formally approved by the Engineer.

11.7 Contract deliveries that exceed the contracted delivery period and for which the extended delivery period has not been formally approved by the Engineer will be subject to penalties in accordance with the Special Conditions of Contract.

12 CONTRACT AWARD

12.1 Main and Standby Contractors

12.1.1 The CCT intends to appoint two tenderers per Item (the highest ranked tenderer ("the Main Contractor") and in addition a "Standby Contractor", where possible offering goods from an alternative manufacturer) 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.

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

12.1.3 Should the Main Contractor not be able to meet the contractual commitments relating to a particular order or orders, either in terms of delivery performance or of compliance with the requirements of the specification, the

Contractor shall advise the Employer within 5 working days of receipt of the order(s). The purchase order(s) will thereafter be cancelled and orders placed with the Standby Contractor.

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

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

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

12.2 Continuity of Equipment and Suppliers / Manufacturers

12.2.1 Contract award will be based upon the technical information supplied with the successful Tenderer's or Tenderers' submissions, and no changes in the equipment tendered or in the equipment Suppliers / Manufacturers will be permitted during the validity period of the contract. Changes sought by the Contractor due to exceptional circumstances should be requested formally by the Contractor and will be subject to the prior formal approval of the Engineer.

13 HEALTH AND SAFETY PLAN

13.1 The successful Tenderer(s) will be responsible for the safe loading, transport, delivery and off-loading of the goods strictly in accordance with the requirements of the Occupational Health and Safety Act and all other relevant legislation. To this end the successful Tenderer(s) shall provide a detailed Health and Safety Plan to the City within two weeks of commencement of contract detailing the specific provisions put in place to ensure compliance in this regard.

14 TRADE NAMES OR PROPRIETARY PRODUCTS

14.1 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".

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

15 EMPLOYMENT OF SECURITY PERSONNEL

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

16 FORMS FOR CONTRACT ADMINISTRATION

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

- a) Monthly Project Labour Report (Annex 3).
- b) B-BBEE Sub-Contract Expenditure Report (Annex 4).
- c) Joint Venture Expenditure Report (Annex 5).

16.2 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 o time (excluding any benefits), who are employed on a temporary or contract basis on this contract in the month in question.

16.3 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 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.

16.4 The Monthly Project Labour Reports shall be completed and submitted in accordance with the instructions therein.

16.5 The B-BBEE Sub-Contract Expenditure Report is required for monitoring the supplier's compliance with the sub-contracting conditions of the Preference Schedule.

16.6 The Joint Venture Expenditure Report is required for monitoring the joint venture's/ consortium/ partnership compliance with the percentage contributions of the partners as tendered, where the joint venture/consortium/partnership has been awarded preference points in respect of its consolidated B-BBEE scorecard.

ANNEXURE D: Manufacturer's Technical Particulars and Equipment Guarantees.

No	Description	Pole Particulars (additional will be required if other pole types are installed and earmarked for a SP in the pilot area) [hd = heavy duty; ld = light duty]											
		8 m hd	10 m hd	11 m hd	13.5 m hd	14.5 m hd	7.2m ld	8 m ld	10 m ld	11m ld	13.5 m ld		
1	Grade/type of steel / Composite material												
2	Minimum yield stress (Mpa)												
3	Modulus of elasticity (Gpa)												
4	Modulus of rigidity (Gpa)												
5	Thickness of steel:												
5.1	Base section (mm)												
5.2	Mid-section (mm)												
5.3	Outreach arm (mm)												
6	Diameter of sections:												
6.1	Base section (mm)												
6.2	Mid-section (mm)												
6.3	Outreach arm (mm)												
7	Maximum yield stress as percentage of ultimate tensile strength:												
7.1	Base Section (%)												
7.2	Mid-section (%)												
7.3	Outreach arm (%)												
8	Total mass of pole (kg)												
9	Calculated wind pressure (kPa)												
10	Maximum deflection of the spigot in a vertical direction under the wind conditions specified (mm)												
11	Maximum deflection of the spigot in a horizontal direction under the loading conditions specified (mm)												
12	Ultimate moment capacity												
12.1	Of outreach arm (kN.m)												
12.2	At top of base section (kN.m)												
12.3	At top of mid-section (kN.m)												
12.4	At access opening (kN.m)												
12.5	At ground level (kN.m)												
13	Ultimate moment applied:												
13.1	To outreach arm (kN.m)												
13.2	At top of base section (kN.m)												
13.3	At top of mid-section (kN.m)												
13.4	At access opening (kN.m)												
13.5	At ground level (kN.m)												

ANNEXURE E: HEALTH AND SAFETY SPECIFICATION CONTENTS**1 DEFINITIONS****2 SCOPE****3 INTERPRETATION****4 GENERAL REQUIREMENTS****5 ADMINISTRATION**

- 5.1 Application for construction work permit
- 5.2 Notification of intention to commence construction work
- 5.3 Occupational Health and Safety Agreement
- 5.4 Good standing with the Compensation Fund or a licensed compensation insurer
- 5.5 Emergency procedures
- 5.6 Health and safety file
- 5.7 Health and safety committee
- 5.8 Inspections, formal enquires and incidents
- 5.9 Personal protective equipment and clothing

H6 APPOINTMENTS

- 6.1 Appointment of construction manager
- 6.2 Appointment of construction supervisor, and health and safety officers
- 6.3 Other competent persons
- 6.4 Health and safety representative(s)

7 EMPLOYER'S HEALTH AND SAFETY AGENT**8 CREATING AND MAINTAINING A SAFE AND HEALTHY WORK ENVIRONMENT**

- 8.1 General
- 8.2 Risk assessment
- 8.3 Health and safety plans
- 8.4 Responsibilities towards employees and visitors
- 8.5 Subcontractors
- 8.6 Work permits and wayleaves
- 8.7 Access to the Site
- 8.8 First aid and emergency procedures
- 8.9 Housekeeping
- 8.10 Fire precautions
- 8.11 Facilities for workers

1 DEFINITIONS. For the purposes of this Specification, the definitions given in the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014, and the following definitions, shall apply:

- a) "Construction Regulations, 2014" means the Construction Regulations (GNR. 84 of 7 February 2014) published in terms of the OHS Act.
- b) "Contractor" means the Principal Contractor as defined in the Construction Regulations, 2014.
- c) "Employer" means the Client or his agent as defined in the Construction Regulations, 2014.
- d) "Engineer" means the person/firm so named in the Contract Data whose function is to administer the Contract as agent of the Employer, acting through, if appointed, a Health and Safety Agent.
- e) "OHS Act" means the Occupational Health and Safety Act, 85 of 1993.
- f) "subcontractor" means any contractor employed by the Contractor to perform construction work.

2 SCOPE. In terms of the OHS Act and the Construction Regulations, 2014 the Employer must provide the Contractor with a Health and Safety Specification, to which the Contractor must respond with a Health and Safety Plan for approval by the Employer. The purpose of this Specification is to ensure that a contractor entering into a contract with the Employer maintains an acceptable level of compliance with regard to health and safety issues during the performance of the Contract. In this regard the Health and Safety Specification forms an integral part of the Contract and the Contractor shall ensure that his subcontractors and/or suppliers comply with the requirements of this Specification.

3 INTERPRETATION. The OHS Act and its associated regulations shall have precedence in the interpretation of any ambiguity or inconsistency between it and this Specification. Responsibility for health and safety relating to the Works lies with the Contractor as described in this Specification. Nothing stated in or omitted from this Specification shall in any way limit the Contractor's obligations and liabilities in terms of the OHS Act.

4 GENERAL REQUIREMENTS. The Contractor shall:

- a) create and maintain a safe and healthy work environment;
- b) execute the Works in a manner that complies with all the requirements of the OHS Act and all its associated regulations, and in so doing, minimize the risk of incidents occurring; and
- c) respond to the instructions issued by the Engineer through the Engineer's Representative, except in the case of a health and safety issue which requires the Contractor's immediate attention, in which case the Employer's Health and Safety Agent can issue an instruction directly to the Contractor.

5 ADMINISTRATION

5.1 Application for construction work permit

Compliance shall be as per regulation 3 of Construction Regulations, 2014 and the applicable exemptions.

5.2 Notification of intention to commence construction work. The Contractor shall notify the Provincial Director of the Department of Manpower and Labour in writing using the pro forma contained in Annexure 2 of the Construction Regulations, 2014 before construction work commences, and retain a copy of such notification in the health and safety file, if such work will:

- a) include excavation work;
- b) include working at a height where there is a risk of falling;
- c) include the demolition of a structure; or
- d) include the use of explosives to perform construction work.

The Contractor shall ensure that no work commences on an electrical installation which requires a new supply or an increase in electricity supply before the person who supplies or contracts or agrees to supply electricity to that electrical installation has been notified of such work. The Contractor shall ensure that no asbestos work is carried out before the Provincial Director of the Department of Manpower and Labour has been notified in writing.

5.3 Occupational Health and Safety Agreement. The Contractor shall enter into an Agreement with the Employer before the commencement of the Works on Site.

5.4 Good standing with the Compensation Fund or a licensed compensation insurer. The Contractor shall provide the Engineer with a letter of good standing from the Compensation Commissioner or a licensed compensation insurer before the commencement of the Works on Site.

5.5 Emergency procedures. The Contractor shall submit for acceptance to the Engineer a health and safety emergency procedure, which includes but is not limited to fire, spills, accidents and exposure to hazardous substances, which:

- a) identifies the key personnel who are to be notified of any emergency;
- b) sets out details of available emergency services, including contact particulars; and
- c) the actions or steps which are to be taken during an emergency.
- d) the steps to be taken to induct staff in emergency procedures
- e) emergency procedures including evacuations from site during service delivery protest. The Contractor shall within 24 hours of an emergency taking place notify the Engineer in writing of the emergency and briefly outline what happened and how it was dealt with.

5.6 Health and safety file. The Contractor shall ensure that a Health and Safety file, which shall include all documentation required in terms of the provisions of the OHS Act, the Construction Regulations, 2014 and this Health and Safety Specification, is open and kept on Site at all times. The Health and Safety file shall be made available for inspection by any inspector, subcontractor, the Employer, the Engineer, the Employer's Health and Safety Agent, or employee of the Contractor, upon the request of such persons. The Contractor shall hand over the Health and Safety file to the Engineer upon Works completion of the Contract and, if applicable, a certificate of compliance accompanied by a test report for the electrical installation in accordance with the provisions of the Electrical Installation Regulations, 1992.

5.7 Health and safety committee. Where applicable, the Contractor shall establish a health and safety committee, and shall convene health and safety meetings as provided for in the OHS Act. The Engineer or the Employer's Health and Safety Agent shall be invited to attend such meetings as an observer. The Contractor shall ensure that minutes of the health and safety committee meetings are kept.

5.8 Inspections, formal enquires and incidents. The Contractor shall inform the Engineer:

- a) beforehand of inspections, investigations or formal inquiries of which he has been notified by an inspector; and
- b) as soon as reasonably practicable of the occurrence of an incident (as defined in the OHS Act) on the Site.

The Contractor shall record all incidents and notify the Engineer of any incident, except in the case of a traffic accident on a public road, as soon as possible after it has occurred and report such incident to an inspector as designated in terms of the OHS Act. The Contractor shall investigate all incidents and issue the Engineer with copies of such investigations.

5.9 Personal protective equipment and clothing. The Contractor shall ensure that all workers are issued with the necessary personal protective clothing.

6 APPOINTMENTS

6.1 Appointment of construction manager

The Contractor shall, prior to commencing the Works on Site, appoint a full-time competent person as the construction manager, with the duty of managing all construction work on a single site, including the duty of ensuring occupational health and safety compliance. In the absence of the construction manager an alternative must be appointed by the Contractor. The Contractor may, having considered the size of the project, appoint, in writing, one or more assistant construction managers for different sections thereof.

No construction manager may manage any construction work on or in any construction site other than the Site in respect of which he or she has been appointed.

6.2 Appointment of construction supervisor, and health and safety officers. The construction manager shall appoint a competent employee(s) in writing as the construction supervisor(s) for the Site, who will be responsible for construction activities and ensuring occupational health and safety compliance on the construction site. The Contractor may, having considered the size of the project, appoint, in writing, one or more competent employees to assist the appointed construction supervisor(s). The Contractor may, having considered the size of the project, the degree of danger likely to be encountered or the accumulation of hazards or risks on the Site, appoint a full-time or part-time construction health and safety officer in writing, who has in the Contractor's opinion the necessary competencies and resources, to assist the Contractor in the control of all health and safety related aspects on the Site. The Contractor shall compile a maintain an organogram which outlines the roles and responsibilities of the construction supervisor's assistants, and health and safety officers.

6.3 Other competent persons The Contractor shall appoint in writing competent persons to supervise or inspect, as relevant, any of the following:

- a) temporary works operations;
- b) excavation work;
- c) demolition work;
- d) scaffolding work operations;
- e) suspended platform work operations;
- f) rope access work;
- g) material hoists;
- h) operation of bulk mixing plant;
- i) explosive activated fastening device;
- j) cranes;
- k) construction vehicles and mobile plant (equipment);
- l) the stacking and storage of articles on the Site; and
- m) fire equipment.
- n) ladders

The Contractor shall appoint in writing competent persons to:

- n) induct employees in health and safety; and
- o) prepare a fall protection plan.

6.4 Health and safety representative(s). The Contractor shall appoint in writing, if necessary in terms of the OHS Act, a health and safety employee representative(s), whose duties shall be as described in the OHS Act. The contractor shall provide the necessary assistance and training of the health and safety representatives as described in the OHS Act. Proof of training shall be available to be submitted to the Employer on request.

7 EMPLOYER'S HEALTH AND SAFETY AGENT. The Employer's Health and Safety Agent shall:

- a) audit the Contractor's compliance with the requirements of this Specification prior to the commencement of any physical construction activities on the Site;
- b) accept or reject all safety plans, giving reasons for rejecting such plans;
- c) monitor the effective implementation of all safety plans;
- d) conduct periodic and random audits on the health and safety file to establish compliance with the requirements of this Specification and the Contractor's health and safety plan; and
- e) visit the site at regular intervals to conduct site inspections, and based upon such visits issue, wherever necessary, any notices and/or instructions to the Contractor or any of the Contractor's subcontractors with a copy to the Engineer and, where relevant, to the Contractor.

The Contractor shall invite the Employer's Health and Safety Agent to audit compliance with the requirements of this Specification before commencing with any new construction activity on the Site. The Contractor shall permit the Employer's Health and Safety Agent to audit the Contractor's compliance with the approved Health and Safety Plan, and shall provide any assistance and/or documentation as may be required in this regard.

8 CREATING AND MAINTAINING A SAFE AND HEALTHY WORK ENVIRONMENT

8.1 General The Contractor shall with respect to the Site and the construction works that are contemplated:

- a) cause a preliminary hazard identification to be performed by a competent person before commencing any physical construction activity;
- b) evaluate the risks associated with such work constituting a hazard to the health and safety of such employees and the steps that need to be taken to comply with the OHS Act; and
- c) as far as is reasonably practicable, prevent the exposure of such employees to the hazards concerned or, where prevention is not reasonably practicable, minimize such exposure.

The Contractor shall ensure that:

- d) all reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work;
- e) no structure or part of a structure is loaded in a manner which would render it unsafe;
- f) relevant information, if any, provided by the designer of the structure is taken into account in the risk assessment; and
- g) the designer of any temporary works complies with the requirements of regulation 6(2) of Construction Regulations, 2014.

The Contractor shall carry out regular inspections and audits to ensure that the Works are being performed in accordance with the requirements of this Specification and the Contractor's health and safety plan

8.2 Risk assessment. The Contractor shall before the commencement of any construction work on Site and during such construction work, cause risk assessment(s) to be performed by a competent person appointed in writing. Such assessment(s) shall as a minimum:

- a) identify the risks and hazards to which persons may be exposed to;
- b) analyses and evaluate the identified risks and hazards based on a documented method;
- c) document a plan of safe work procedures, including the use of any personal protective equipment or clothing and the undertaking of periodic "toolbox talks" or inductions before undertaking hazardous work, in order to mitigate, reduce or control the risks and hazards that have been identified;
- d) provide a monitoring plan; and
- e) provide a review plan. The Contractor shall ensure that as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated and addressed in the risk assessment. The Contractor must review the relevant risk assessment -
- f) where changes are effected to the design and or construction that result in a change to the risk profile; or
- g) when an incident has occurred.

8.3 Health and safety plans. The Contractor shall prior to commencing the Works to which this Specification applies, submit to the Employer's Health and Safety Agent for approval a suitable and sufficiently documented health and safety plan, based on this Specification and the risk assessment that is conducted. The health and safety plan shall include, but not be limited to, the following:

- a) The safety management structure, including the names of all designated persons such as the construction supervisor and any other competent persons;
- b) Safety method statements and procedures to be adopted to ensure compliance with the OHS Act; Construction Regulations, 2014 and this Health and Safety Specification;
- c) The provision and use of temporary services;
- d) Personal protective equipment, devices and clothing required;
- e) Emergency procedures;
- f) Provision of workers' welfare facilities;
- g) Induction and training;
- h) Arrangements for monitoring and control to ensure compliance with the safety plan; and
- i) Provision and maintenance of the health and safety file and all other relevant documentation.

The Contractor shall provide each subcontractor with the sections of this Health and Safety Specification pertaining to the construction work to be performed by that subcontractor. The subcontractor shall provide the Contractor with a health and safety plan pertaining to his work, for incorporation into the Contractor's health and safety plan. The Contractor shall discuss the submitted health and safety plan with the Employer's Health and Safety Agent, modify such plan in the light of the discussions and resubmit the modified plan for approval. The Contractor shall apply the approved health and safety plan from the date of its approval and for the duration of the Works to which this Specification applies. The Contractor shall conduct periodic audits for compliance with the approved health and safety plan at intervals agreed upon with the

Employer's Health and Safety Agent, but at least once every month. The Contractor shall update the health and safety plan whenever changes to the Works are brought about.

8.4 Responsibilities towards employees and visitors. The Contractor shall, as far as is reasonably practicable, cause every employee to be made conversant with the hazards to his health and safety attached to any work which he has to perform, any article or substance which he has to produce, process, use, handle, store or transport and any plant or machinery which he is required or permitted to use, as well as with the precautionary measures which should be taken and observed with respect to those hazards or safe work procedures. The Contractor shall ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment.

The Contractor shall cause a record of all induction training to be kept, which indicates the names, identity numbers and job description of all those who attended such training.

The Contractor shall not allow or permit any employee to enter the Site, unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the Site at the time of entry.

The Contractor shall ensure that all of his employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner on the prescribed form.

The Contractor shall ensure that each visitor to the Site, save where such visitor only visits the site office and is not in direct contact with the construction work activities:

- a) undergoes health and safety instruction pertaining to the hazards prevalent on the Site; and
- b) is in possession of and using the necessary personal protective equipment. The Contractor shall cause a record of all induction training to be kept in the Health and Safety file.

The Contractor shall provide suitable on-site signage to alert workers and visitors to health and safety hazards and requirements. Such signage shall include but not be limited to:

- c) prohibited unauthorized entrance;
- d) signage to indicate what personal protective equipment is to be worn; and
- e) activity related signs.

The Contractor shall not permit any person who is or who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace.

8.5 Subcontractors. The Contractor may only subcontract work in terms of a written subcontract and shall only appoint a subcontractor should he be reasonably satisfied that such a subcontractor has the necessary competencies and resources to safely perform the work falling within the scope of the subcontract. The Contractor shall ensure that all of his obligations in respect of subcontractors in terms of the Construction Regulations, 2014 are adhered to.

8.6 Work permits and wayleaves. The Contractor shall be responsible for obtaining all the wayleaves, permissions or permits applicable to working near any existing services or other infrastructure on Site, and shall abide by the safety conditions imposed by such wayleaves, permissions or permits.

8.7 Access to the Site. The Contractor shall ensure that access to the Site is strictly controlled and that, where possible, only authorised persons are permitted onto the Site. The Contractor shall control the access to Site of his own personnel and equipment, and that of his subcontractors and suppliers, in such a way so as to ensure that the safety of all public pedestrian and vehicular traffic is not compromised.

8.8 First aid and emergency procedures. The Contractor shall, where more than five employees are employed at a workplace, provide a first aid box or boxes at or near the workplace, which shall be available and accessible for the treatment of injured persons at that workplace. Such first aid boxes shall contain suitable first aid equipment. First Aid boxes shall comply with the requirements of the General Safety Regulations Annexure (Regulation 3). In addition, burn shields shall also be made available.

The Contractor shall ensure, where there are more than 10 employees employed on the Site, that for every group of up to 50 employees at that workplace at least one person is readily available during normal working hours who is in possession of a valid certificate of competency in first aid.

The following information shall be conspicuously posted in the offices of the Contractor for the duration of the Contract:

- a) Telephone numbers of emergency services;
- b) The names of all safety representatives and safety officers; and
- c) The name(s) of the competent first aider(s).

The Contractor shall post, in prominent places, notices indicating where the first aid box(es) is/are kept, as well as the name of the person in charge of the first aid box.

8.9 Housekeeping. The Contractor shall ensure, *inter alia*, that suitable housekeeping is continuously implemented on the Site, including provision for the:

- a) removal of scrap, waste and debris, and materials which are no longer required for use, at appropriate intervals (in accordance with Construction Regulation 27); and
- b) proper stacking and storage of materials and equipment (in accordance with Construction Regulations 27 and 28).

8.10 Fire precautions. The Contractor shall ensure that all appropriate measures are taken to minimise the risk of fire and that appropriate procedures and equipment are in place to deal with the event of a fire, all in accordance with Construction Regulation 29 and the Environmental Management Specification in Part C3.5 of the Scope of Work.

8.11 Facilities for workers. The Contractor shall provide ablution facilities and eating areas all as specified in the Environmental Management Specification in Part C3.5 of the Scope of Work.

9 GENERAL HAZARDS AND RISKS APPLICABLE TO WORK REQUIRED IN TERMS OF THIS TENDER

The contractor shall consider the following:

EXISTING CONDITIONS

The Contractor shall take into account, inter alia, the following conditions when complying with the OHS Act:

- ☐ Live high voltage and medium voltage electrical equipment.
- ☐ Existing utility services
- ☐ Surrounding land use.
- ☐ Adverse weather conditions.
- ☐ Wild animals such as snakes, spiders and scorpions.

CONSTRUCTION MATERIALS

The following commonly used construction materials and substances potentially pose health and safety hazards:

- ☐ All materials contained in pressurized containers
- ☐ Bitumen products
- ☐ Cement
- ☐ Epoxies
- ☐ Insulating oils and compounds
- ☐ Lime and other stabilizing agents
- ☐ Paints
- ☐ Sulphur hexafluoride gas
- ☐ Tar products
- ☐ Timber preservatives

The Contractor shall take appropriate measures to manage the risks associated with the use of all the materials required to complete the Works and shall implement all the precautionary measures provided by manufacturers and suppliers for the storage, use and application of materials used.

USE OF SITE BY THE EMPLOYER

The Contractor shall permit the Employer continuous access to the site in order to operate and maintain the existing electrical plant.

SITE RULES

The Contractor will not be permitted access to, or to commence any work on a site until he has obtained from the Employer the relevant way-leaves, permissions and permits applicable to working near any existing services or other infrastructure on Site. The Contractor shall abide by the safety conditions imposed by such way-leaves, permissions or permits.

Provided that the Contractor has submitted an acceptable health and safety plan, the site will be handed over to the Contractor. Thereafter, the Contractor will be entirely responsible for the safety of his staff and any other person on the site, and the public in the area in close proximity to the site.

The health and safety plan shall address all identified hazards on site and shall include but not be limited to:

- ☐ The safety management structure including the names and contact numbers of all designated persons such as the construction supervisor and any other competent persons
- ☐ Safety method statements and procedures to be adopted to ensure compliance with the OHS Act. Aspects to be addressed shall include, as a minimum:
 - ✓ Storage and use of materials
 - ✓ The use of tools, vehicles and plant (lifting equipment in particular)
 - ✓ Temporary support structures
 - ✓ Protection against falling items
 - ✓ Working at heights

- ✓ Excavation work
- ✓ Demolition work
- ✓ Noise mitigation and protection
- ✓ Security, access control and the exclusion of unauthorised persons
- ✓ Working in close proximity to live underground and overhead electrical services
- ✓ Public vehicular and pedestrian traffic accommodation measures
- ✓ Control of the movement of construction vehicles

All incidents shall be reported strictly in accordance with the requirements of the OHS Act and the Conditions of Contract. Incident databases shall be kept for reference and made available to the Employer on request.

ELECTRICAL HAZARD

The construction sites are existing streetlight installations in close proximity to live LV/MV equipment. The Contractor shall take note of the possibility of induced currents and voltages in certain materials. The Contractor shall provide all necessary barriers to restrict staff from entering identified danger zones. Vehicles on site shall be driven under the close supervision of the site supervisor to ensure that the safety clearances are not infringed at any time.

EXISTING UNDERGROUND CABLES

The Engineer will indicate the position of the existing live low voltage (excluding house connection cables), medium voltage and high voltage underground cables. The Contractor shall expose the cables carefully by hand before relocating the cables to the required positions.

The Contractor shall ensure that all exposed low voltage, medium voltage and high voltage cables and structures are protected against mechanical damage at all times. Damage to any existing services shall be rectified at the sole cost of the Contractor and to the satisfaction of the Engineer.

No spikes, stakes or pegs may be driven into the ground unless it has been ascertained that safety clearances will be maintained and that no damage will be caused to underground cables or other services.

SITE SECURITY

The Contractor shall do a risk assessment and subject to approval of the Engineer provide security personnel as required (including on a 24 hour basis where required) for the duration of the work on site to ensure the security of the site and the works, including all exposed services and materials on site. The number of security personnel employed shall be sufficient to ensure an effective service. Security personnel shall be issued with communication devices to enable them to contact their supervisors in the event of an emergency.

The Contractor shall ensure that no member of the public or other unauthorised person enters the site at any time and shall ensure that access to the site is closed and locked at all times.

Security personnel shall be trained on emergency procedures.

STAFF TRAINING

Prior to commencing work on site, the Contractor shall ensure that all staff on site have completed a training course during which they are instructed of the hazards on site and the actions required of them. No staff shall be permitted to work on site unless they have completed the training.

A safety meeting shall be held at least once a week, which all staff shall attend, to inform them of any existing or new hazard or health risk present on site.

The proceedings of the safety meetings shall be recorded in writing and each staff member present shall sign an attendance register. A declaration by each staff member that they understand the hazards and risks and the mitigating actions required of them shall be attached to these minutes. The minutes shall be kept on file on site at all times.

Every day, before commencing work, the Contractor shall hold a short discussion during which one staff member explains to the rest of the work team his/her understanding of the inherent hazards and risks. A different staff member shall be chosen each day so that all staff are required to demonstrate that they have a clear understanding of the hazards on site.

AUDITS BY THE EMPLOYER

The Contractor shall permit the Employer to conduct, at an agreed interval, regular audits of the implementation and maintenance of the approved health and safety plan and shall co-operate and provide all the documentation, as may be required, in this regard.

ANNEXURE F: THEFT / LOSS REPORT

Theft/Loss Report

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Theft/Loss Incident Report No EL
 Area (East/North/South) _____
 Compilation Date _____

Directorate Energy Depot _____
 Department Electricity Distribution & Generation Cost Centre _____
 Branch _____ Section _____
 Contact Person _____ Tel No _____ Fax No _____

In terms of Section (14) 1 of the Local Authorities (Audit) Ordinance No. 17 of 1938, I have to report the loss of the undermentioned items of Council property:

1 LODGING OF INCIDENT

1.1 Reported by Name Staff No. _____

1.2 Reported to a) SOUTH AFRICAN POLICE SERVICES

Date _____ Time _____
 Station _____ Case No (MAS/CAS) _____
 Investigating Officer _____

c) ASSET MANAGEMENT (PABX 446–1932 / FAX 446–1985)

Date _____ Time _____

d) CONTRACT SECURITY (if engaged on site)

Name of firm

Address

Date

Time

Folio No

Contact Person

2 DETAILS OF INCIDENT

2.1 Date _____ Time _____

2.2 Location (site, place, street address)

2.3 Full and pertinent details of the incident

2.4 Details of Property stolen/lost:

Bar/Stock Code	Qty	Description	Value R
Total Book Value of Stolen/Lost/Damaged Property to be written off			

Estimated replacement value of stolen/lost items	
Labour/Cartage, etc.	
Estimated Total Replacement Costs	0

2.5 Remarks / observations by responsible official / supervisor:

Investigation to establish facts in respect of this theft/loss completed on:

Name _____ Staff No _____

Designation _____ Contact No _____

3 SECURITY DETAILS

3.1 Full details of security measures in force at the time (building, complex, perimeter fencing, burglar bars, alarms, key control, security boxes, padlocks, etc.)

3.2 What additional security measures have been taken to minimise a possible recurrence?

3.3 Employee responsible for the property at the time

Name _____ Staff No _____

Designation _____

4 NEGLIGENCE

4.1 Was any negligence attributable to any employee?

If Yes: Name _____ Staff No _____

On what grounds _____

4.2 **Request for investigation by Asset Management** Yes/No

Must the asset be replaced?

4.3 **Please confirm the following statement by deleting whichever is not applicable and append signature in the space provided:**

"I certify that a thorough investigation has been carried out and insufficient / sufficient evidence of any action, negligence or default on the part of any municipal employee has been deduced to support criminal or disciplinary action"

DATE

LINE MANAGER NAME & SIGNATURE

5 COMMENTS/RECOMMENDATIONS

5.1 **Branch Head**

.....

SIGNATURE

DATE

5.2 **Asset Management**

.....

SIGNATURE

DATE

6 WRITE-OFF AUTHORISATION

6.1 **Adjustment in Assets Register Authorised**

DIRECTOR: ELECTRICITY GENERATION & DISTRIBUTION

DATE