


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: 9.1	Page 1 of 151

TENDER NO: 38S/2023/24**TENDER DESCRIPTION: MAINTENANCE OF HIGHMAST PUBLIC LIGHTING INSTALLATIONS****CONTRACT PERIOD: COMMENCEMENT DATE OF THE CONTRACT TO 30 APRIL 2026**

VOLUME 1: TENDERING PROCEDURES

CLOSING DATE: 28 September 2023**CLOSING TIME:** 10:00 a.m.**TENDER BOX
NUMBER:** 125

TENDER FEE: R 200.00 Non-refundable tender fee payable to City of Cape Town (CCT) for a hard copy of the tender document. This fee is not applicable to website downloads of the tender document.

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

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

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

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VOLUME 1: THE TENDER (1) GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	25 August 2023
SITE VISIT/CLARIFICATION MEETING	:	10h00 on 13 September 2023 (Not compulsory, but strongly recommended)
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	Auditorium, Ground Floor, Head Office Building, Bloemhof Centre, Oakdale, Bellville.
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. 38S/2023/24: MAINTENANCE OF HIGHMAST PUBLIC LIGHTNING INSTALLATIONS , 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: Nandipha Ncele

Tel. No: (021) 444 5058

Email: nandipha.ncele@capetown.gov.za

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

(2) CONDITIONS OF TENDER**2.1 General****2.1.1 Actions**

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

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

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

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

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

2.1.2 Interpretation

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

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

2.1.3 Communication during tender process

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

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

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

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

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

2.1.5 Procurement procedures

2.1.5.1 General

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

City of Cape Town intends to appoint one (1) main contractor and one (1) alternative contractor to provide all the required services under this contract. The alternative contractor will be appointed in the event the main contractor defaults, refuses to do the work or has capacity constraints during the contract. The alternative contractor will be notified by the City of Cape Town representative to commence with services in terms of the specification and conditions of the tender and contract. The alternative contractor will be given a notice period of six (6) working days to commence work and work shall be allocated as per clause 15 of the specification. If insufficient responsive bids are received, the CCT reserves the right to not appoint a tenderer at all.

The contract period shall be from the commencement date of the contract to 30 April 2026.

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

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

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

2.1.5.3 Nomination of Standby

Standby Bidder means a bidder, identified at the time of awarding a bid that will be considered for award should the contract be terminated for any reason whatsoever. In the event that a contract is terminated during the execution thereof, the CCT may consider the award of the contract, or non-award, to the standby bidder in terms of the procedures included 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 must be submitted in writing to:

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

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

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

Via fax at: 086 202 9982

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

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

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

2.1.6.7 Compliance to the City's Appeals Policy.

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

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

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

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

2.1.7 City of Cape Town Supplier Database Registration

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

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

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

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

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

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

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

2.2 Tenderer's obligations

2.2.1 Eligibility Criteria

2.2.1.1 Tenderers are obligated to submit a tender offer that complies in all aspects to the conditions as detailed in this tender document. An 'acceptable tender must "COMPLY IN ALL' aspects with the tender conditions, specifications, pricing instructions and contract conditions.

2.2.1.1.1 Submit a tender offer

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

2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

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

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

2.2.1.1.3 Compulsory clarification meeting

Not Applicable

2.2.1.1.4 Minimum score for functionality

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

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

Evaluation Criteria	Evaluation Scoring	Points
Previous Experience		
<p>Previous Experience (The company's experience will be considered until the tender closing date.)</p> <p>Tenderers shall have experience in the following aspect:</p> <ul style="list-style-type: none"> Minimum 2 years as of tender closing date in high mast lighting inspection and maintenance as per clause 1 of the specification. Proven experience must be demonstrated using either a purchase order, tender award letter, work completion certificate or equivalent document with a detailed scope of work from the tenderer's client. (Documents proving company experience shall be attached to the Tender Document. Company experience details shall be entered into Returnable Schedule - 13 - Annexure A.1) 	<ul style="list-style-type: none"> < 2 years' experience (0 points) 2-3 years' experience (20 points) > 3 years' experience (30 points) 	30
Key Personnel (Different individuals must be identified for each of the key personnel listed below, and no individual can fill multiple positions)		
<p>Electricians</p> <p>Must have the following:</p> <ul style="list-style-type: none"> Trade Test certificate in Electrical Engineering from a recognised training Institution (Foreign Qualifications shall have been certified by the South African Qualifications Authority) 5 years' experience as of tender closing date in High mast public lighting environment. (Experience to be clearly shown on the CV). The CV must include start and end date (Month & Year) of experience, designation and detailed duties performed for each period indicated on the CV. CVs and copies of certificates of each Electrician shall be attached to the Tender Document. Details shall be entered into Returnable Schedule - 13 - Annexure A.2 	<ul style="list-style-type: none"> < 3 Electricians (0 points) 3-4 Electricians (15 points) > 4 Electricians (25 points) 	25
<p>Construction Supervisor</p> <p>Must have the following:</p> <ul style="list-style-type: none"> The Construction Supervisor shall have a minimum of 5 years' experience as of tender closing date in infrastructure construction supervision or similar 	<ul style="list-style-type: none"> < 3 Construction Supervisor (0 points) 3-4 Construction Supervisor (15 points) > 4 Construction Supervisor (25 points) 	25

Evaluation Criteria	Evaluation Scoring	Points
<p>experience. (Experience to be clearly shown on the CV).</p> <ul style="list-style-type: none"> The CV must include start and end date (Month & Year) of experience, designation and detailed duties performed for each period indicated on the CV. CV of each Construction Supervisor shall be attached to the Tender Document. Details shall be entered into Returnable Schedule - 13 - Annexure A.2. 		
<p>Semi-skilled</p> <p>Must have the following:</p> <ul style="list-style-type: none"> Minimum ELCONOP 2 or NC(V) electrical infrastructure construction level 2 or N2 National Certificate in Electrical Engineering or SAQA QUAL ID: 73313 qualification from a recognised training institution (Foreign Qualifications shall be certified by the South African Qualifications Authority) 5 years relevant experience as of tender closing date in high mast public lighting environment. (Experience to be clearly shown on the CV). The CV must include start and end date (Month & Year) of experience, designation and detailed duties performed for each period indicated on the CV. CV and certificates of each Semi-skilled shall be attached to the Tender Document. Details shall be entered into Returnable Schedule - 13 - Annexure A.2 	<ul style="list-style-type: none"> < 3 Semi-skilled (0 points) 3-4 Semi-skilled (10 points) > 4 Semi-skilled (20 points) 	20
Total		100

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

Tenderers must ensure that all the relevant information has been submitted with the tender document or on request in the prescribed format to ensure optimal scoring of functionality points for each Evaluation Criteria.

DETAILED EXPLANATION OF THE FUNCTIONALITY CRITERIA/TABLE FOR ENERGY DIRECTORATE

Previous Experience

The company's experience will be considered as of closing date of the tender. Tenderers shall have a minimum of 2 years' experience in the following aspect:

- High mast lighting inspection and maintenance as per clause 1 of the specification
- Proven experience must be demonstrated by means of a Purchase orders, Tender award letter, Work completion certificate or equivalent document with detailed scope of work. (Documents proving company experience shall be attached to the Tender Document. Details shall be entered into Returnable Schedule - 13 - Annexure A.1.)

Key Personnel

The tenderer must make use of the following key personnel for the entire duration of the envisaged contract. Different individuals must be identified for each of the key personnel listed below, and no individual can fill multiple positions. Below are the details of key personnel which must be entered into Returnable **Schedule 13**

- Annexure A.2. The City reserves the right to request clarification regarding supporting documents for key personnel.

Minimum requirements for key personnel are shown below:

Electrician

- An Electrician shall provide Trade Test certificate in Electrical Engineering from a recognised training Institution (Foreign Qualifications shall have been certified by the South African Qualifications Authority)
- The electrician must have at least five years relevant work experience in high mast public lighting environment; experience must be shown on the CV.
- The start and end date (Month & Year) of experience, the job title and specific duties performed for each period indicated must be reflected on the CV. **CVs and copies of certificates of each Electrician shall be attached to the Tender Document. Details shall be entered into Returnable Schedule - 13 - Annexure A.2**

Construction Supervisor

- The Construction Supervisor shall have a minimum of five years' experience in infrastructure construction supervision or similar experience. (Experience to be clearly shown on the CV).
- The start and end date (Month & Year) of experience, the job title and specific duties performed for each period indicated must be reflected on the CV. **CV of each Construction Supervisor shall be attached to the Tender Document. Details shall be entered into Returnable Schedule - 13 - Annexure A.2.**

Semi-skilled

- A semi-skilled worker shall have minimum ELCONOP 2 or NC(V) electrical infrastructure construction level 2 or N2 National Certificate in Electrical Engineering or SAQA QUAL ID: 73313 qualification from a recognised training institution (Foreign Qualifications shall be certified by the South African Qualifications Authority)
- A Semi-skilled worker must have at least five years relevant work experience in high mast public lighting environment; experience must be shown on the CV.
- The start and end date (Month & Year) of experience, the job title and specific duties performed for each period indicated must be reflected on the CV. **CVs and copies of certificates of each Semi-skilled worker shall be attached to the Tender Document. Details shall be entered into Returnable Schedule - 13 - Annexure A.2**

2.2.1.1.7 Provision of samples

Not Applicable

2.2.2 Cost of tendering

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

2.2.3 Check documents

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

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

2.2.4 Confidentiality and copyright of documents

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

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

2.2.19.2 Evidence of tax compliance

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant subject to the requirements of clause 2.2.1.1.2.h. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax 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 indicated.

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

2.3.4 Two-envelope system

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

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

2.3.5 Non-disclosure

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

2.3.6 Grounds for rejection and disqualification

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

2.3.7 Test for responsiveness

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

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

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

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

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

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

2.3.8 Arithmetical errors, omissions and discrepancies

2.3.8.1 Check the responsive tenders for:

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

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

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

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

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

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

Should the tenderer fail to amend his tender in a manner acceptable to and within the time stated by the CCT,

the CCT may declare the tender as non-responsive.

2.3.9 Clarification of a tender offer

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

2.3.10 Evaluation of tender offers

2.3.10.1 General

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

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

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

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

2.3.10.2 Decimal places

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

2.3.10.3 Scoring of tenders (price and preference)

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

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

The Employer shall create for tender evaluation purposes, simulated (representative) typical projects indicative of the nature of works required.

The Employer shall have assigned quantities to the items in the Price Schedule necessary for the execution of the representative typical projects. The assigned quantities shall be multiplied by the tendered rates submitted by the tenderers to obtain amounts that will be totalled to provide a financial offer for each tenderer for the representative typical projects. The financial offer shall be constituted by the sum of the representative typical projects for each tenderer.

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 lowest acceptable tender will be used to determine the applicable preferences

The 80/20 price/preference points system will be applied to the evaluation of responsive tenders up to and including a Rand value of R50'000'000 (all applicable taxes included), whereby the order(s) will be placed with the tenderer(s) scoring the highest total number of adjudication points.

Price shall be scored as follows:

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

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

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

Table B1: Awards above R200 000 and up to R50 mil (VAT Inclusive)

#	Specific goals allocated points	Preference Points (80/20) <i>Equal/ below R50 mil</i>	Evidence
<i>Persons, or categories of persons, historically disadvantaged- (HDI) by unfair discrimination on the basis of</i>			
1	Gender are women (ownership)* >75% - 100% women ownership: 5 points >50% - 75% women ownership: 4 points >25% - 50% women ownership: 3 points >0% - 25% women ownership: 2 points 0% women ownership = 0 points	5	<ul style="list-style-type: none"> Company Registration Certification Central Supplier Database report
2	Race are black persons (ownership)* >75% - 100% black ownership: 5 points >50% - 75% black ownership: 4 points >25% - 50% black ownership: 3 points >0% - 25% black ownership: 2 points 0% black ownership = 0 points	5	<ul style="list-style-type: none"> B-BBEE certificate; Company Registration Certification Central Supplier Database report
3	Disability are disabled persons (ownership)* WHO disability guideline >2% ownership: 3 points >0% - 2% ownership: 1.5 point 0% ownership = 0 points	3	<ul style="list-style-type: none"> Proof of disability Company Registration Certification
<i>Reconstruction and Development Programme (RDP) as published in Government Gazette</i>			
4	Promotion of Micro and Small Enterprises Micro with a turnover up to R20million and Small with a turnover up to R80 million as per	7	<ul style="list-style-type: none"> B-BBEE status level of contributor; South African owned enterprises;

#	Specific goals allocated points	Preference Points (80/20) <i>Equal/ below R50 mil</i>	Evidence
	<i>National Small Enterprise Act, 1996 (Act No.102 of 1996)</i> <i>SME partnership, sub-contracting, joint venture or consortiums</i>		<ul style="list-style-type: none"> Financial Statement to determine annual turnover
	Total points	20	

*Ownership: main tendering entity

2.3.10.5 Risk Analysis

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

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

2.3.12 Acceptance of tender offer

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

2.3.12.1 Accept a tender offer(s) which does not, in the CCT's opinion, materially and/or substantially deviate

from the terms, conditions, and specifications of the tender document.

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

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

- a) is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system, preventing participation in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract) 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 standby bidder at the time when an award is made and in the event that a contract is terminated during the execution thereof, the CCT may consider the award of the contract, or non-award, to the standby bidder in terms of the procedures included its SCM Policy.

2.3.13 Prepare contract documents

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

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

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

2.3.14 Notice to successful and unsuccessful tenderers


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

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

2.3.15 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these Conditions of

Tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
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TENDER NO: 38S/2023/24

TENDER DESCRIPTION: MAINTENANCE OF HIGHMAST PUBLIC LIGHTING INSTALLATIONS

CONTRACT PERIOD: COMMENCEMENT DATE OF THE CONTRACT TO 30 APRIL 2026

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: 38S/2023/24 - MAINTENANCE OF HIGHMAST PUBLIC LIGHTING INSTALLATIONS****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: 38S/2023/24 - MAINTENANCE OF HIGHMAST PUBLIC LIGHTING INSTALLATIONS****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'

Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.
- 5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation, tools, equipment/plant, all incidental cost, preparatory work such as community liaison and engaging relevant stakeholders 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 Item **3.8** of the Price Schedule is subject to adjustment in terms of the applicable Sectorial Determination for the Private Security Sector.
- 5.9 The tendered rates shall include the cost of collection of material from stores, delivery to site and the return of excess material back to stores, disposal of rubble to waste disposal sites and transporting of decommissioned/obsolete material to City of Cape Town district offices or as directed by City of Cape Town Representative.
- 5.10 The normal working hours are any 8 - hour period up to 16:00 during the week. No planned work will be done out of normal working hours without prior approval of the City of Cape Town Representative. Overtime (as agreed by the City of Cape Town Representative) – After hours and Saturday time rates shall be the rates stated below multiplied by a factor of 1.5. The Sunday and Public Holiday time rates shall be the rates stated below multiplied by a factor of 2.0. These factors are in terms of the Basic Conditions of Employment Act.

INITIALS OF CITY OFFICIALS		
1	2	3

ITEM NO.	DESCRIPTION	UNIT	YEAR 1 UNIT PRICE (EXCL. VAT) R	YEAR 2 UNIT PRICE (EXCL. VAT) R	YEAR 3 UNIT PRICE (EXCL. VAT) R
1	DIGGING, BACKFILLING AND COMPACTION OF POLE AND CABLE JOINT HOLES PER CUBIC METRE (m³) (The rate shall include all transport/plant cost and all costs necessary for barricading, disposal of surplus material and/or rubble, access to water or carting water to site and bulking and compacting effect of soil material)				
1.1	Normal material (use of normal hand tools e.g. picks, shovels, all costs included)	m³			
1.2	Difficult material (difficult to loosen using normal hand tools, mechanical plant maybe used, all costs included)	m³			
1.3	Hard material (solid mass of material, mechanical plant required , all costs included)	m³			
2	STREET LIGHT/HIGHMAST CONTROL KIOSKS (EXTERNAL TO HIGHMAST) (ONLY FOR THE PURPOSES OF HIGHMAST INSTALLATIONS) (includes transport/plant, terminations, vermin proofing, all labelling, installation of padlocks and all incidental costs)				
2.1	Install complete street light control kiosk at ground level	each			
2.2	Install complete street light pole mounted control box	each			
2.3	Replace street light kiosk enclosure	each			
2.4	Replace kiosk plinth	each			
2.5	Replace door for kiosk or pole mounted kiosk door	each			
2.6	Remedial work on existing kiosk or pole mounted control box (limited to positioning)	each			
2.7	Replace 3P isolator	each			
2.8	Replace 1P circuit breaker	each			
2.9	Replace 3P contactor	each			
2.10	Replace bypass switch	each			
2.11	Replace control fuse	each			
2.12	Replace control fuse holder	each			
2.13	Replace external label on kiosk	each			
2.14	Straighten and align kiosk	each			
2.15	Install/replace padlocks on existing kiosk (Padlock to be supplied by the City)	each			
2.16	Stencil number on street light kiosk (6 x 75 mm high letters black characters with yellow background). The rate shall include Aerosol spray paint.	each			
2.17	Replace distribution board (complete) as per clause 7.8.1 of the Specification. (The rate shall include removal and terminations of cables, testing and issuing of Certificate Of Compliance in terms of Electrical Installation Regulations)	each			
3	UNSPECIFIED WORKS (Work required to be done but not detailed elsewhere in the scope of the contract. Pre-approval from the City of Cape Town Representative and breakdown of work is mandatory prior to commencement)				

ITEM NO.	DESCRIPTION	UNIT	YEAR 1 UNIT PRICE (EXCL. VAT) R	YEAR 2 UNIT PRICE (EXCL. VAT) R	YEAR 3 UNIT PRICE (EXCL. VAT) R
	of the work)				
3.1	Electrician rate - normal time	hour			
3.2	Welder rate – normal time	hour			
3.3	Rigger rate – normal time	hour			
3.4	Semi-skilled rate - normal time	hour			
3.5	General worker rate - normal time	hour			
3.6	Construction Supervisor rate - normal time	hour			
3.7	Structural Engineer rate - normal time	hour			
3.8	Security services (Refer to clause 28 of the Specification)				
3.8.1	Unarmed Security Guard - Grade B (fully equipped with all necessary facilities on site)	hour			
3.8.2	Unarmed Security Guard - Grade D (fully equipped with all necessary facilities on site)	hour			
3.8.3	Unarmed Security Guard - Grade B (with dog and fully equipped with all necessary facilities on site)	hour			
3.8.4	Unarmed Security Guard - Grade D (with dog and fully equipped with all necessary facilities on site)	hour			
3.8.5	Armed Security Guard - Grade B (fully equipped with all necessary facilities on site)	hour			
3.8.6	Armed Security Guard - Grade D (fully equipped with all necessary facilities on site)	hour			
4	TRANSPORT (Only to be used after prior approval by the City of Cape Town Representative and only claimable when item 3.1 to 3.7 is applicable and after prior written approval by the City of Cape Town Representative as all the rates are deemed to include transport/plant and all incidental costs).				
4.1	Light Load Vehicle, GVM 3500kg or Less	km			
4.2	Heavy Load Vehicle, GVM > 3500kg	km			
4.3	Heavy Load Vehicle, GVM > 3500kg with Crane	km			
4.4	<12m Aerial platform (Vehicle mounted)	hour			
4.5	≥12m Aerial platform (Vehicle mounted)	hour			
4.6	<12m Aerial platform (Freestanding)	hour			
4.7	≥12m Aerial platform (Freestanding)	hour			
4.8	≥12m – 17m Cherry picker (truck)	hour			
4.9	≥8 Ton Truck with crane (including the cost of a Rigger)	hour			
4.10	≥39 Ton Crane (including the cost of a Rigger)	hour			
4.11	Truck with trailer >10m (to transport high mast pole)	hour			
5	REINSTATEMENT (Excludes backfilling, but includes all preparations, removal, storing/stockpiling and safe keeping of reinstatement material for later reinstatement work, transport/plant, disposal of rubble and all incidental costs, all reinstatement material supplied and delivered to site by the Contractor - total rate includes labour and material. The cost shall be inclusive of bulking and compaction factors of material)				

ITEM NO.	DESCRIPTION	UNIT	YEAR 1 UNIT PRICE (EXCL. VAT) R	YEAR 2 UNIT PRICE (EXCL. VAT) R	YEAR 3 UNIT PRICE (EXCL. VAT) R
5.1	Asphalt - Road Reserve/Pavement/Driveway (Includes lifting of asphalt)	m ²			
5.2(a)	Asphalt - Road Crossing (Includes lifting of asphalt) (Class 3 Roads - Minor arterials and major collector roads and Class 4 Roads - Minor collectors and collector streets). (As per Addendum B)	m ²			
5.2(b)	Asphalt - Road Crossing (Includes lifting of asphalt) (Class 5 Roads - Residential Access Roads). (As per Addendum B)	m ²			
5.3(a)	Concrete - Road Reserve/Pavement/Driveway (Includes lifting of concrete)	m ²			
5.3(b)	Concrete - Road Crossing (Includes lifting of concrete)	m ²			
5.4	Paving Bricks (Includes lifting of paving, storing on site, cutting and replacement due to loss or damage)	m ²			
5.5	Concrete slabs (Includes lifting of concrete)	m ²			
5.6	Stone Chipping (for the purpose of landscaping)	m ²			
5.7	Saw cutting of hard surfaces e.g. Road Crossing/entrance driveways	m			
5.8	Kerbs (mountable, barrier, edging, combination and transition kerbs). (As per Addendum C)	m			
5.9	Install precast concrete bollard. (As per Addendum C)	each			
5.10	Replace precast concrete bollard. (As per Addendum C)	each			
5.11	Grass (all types)	m ²			
5.12	Plants (all types)	m ²			
5.13	Road Markings				
5.13.1	Road lines (As per Addendum D)	m			
5.13.2	Road symbols (As per Addendum D)	m ²			
5.14	Traffic Control (Include adequate lighting as may be necessary for work after dark)				
5.14.1	Full road closure (As per Addendum E)	hour			
5.14.2	Partial road closure (As per Addendum E)	hour			
6	LAYING OF LV CABLES FOR HIGHMAST (includes transport/plant and all incidental costs)				
6.1	2,5mm ² - <10mm ² 2c or 4c Cu or Al	m			
6.2	10mm ² 2c or 4c Cu or Al	m			
6.3	16mm ² 2c or 4c Cu or 25mm ² 2 or 4c Al	m			
6.4	25mm ² 4c Cu or 35mm ² 4c Al	m			
6.5	35mm ² 4c Cu or 70 mm ² 4c Al	m			
6.6	63 mm ² hard-drawn bare copper earth conductor	m			
7	JOINTING OF LV CABLES FOR HIGHMAST (excl trench but includes transport/plant and all incidental costs)				
7.1	2,5mm ² - <10mm ² 2c or 4c Cu or Al	each			
7.2	10mm ² 2c or 4c Cu or Al	each			

ITEM NO.	DESCRIPTION	UNIT	YEAR 1 UNIT PRICE (EXCL. VAT) R	YEAR 2 UNIT PRICE (EXCL. VAT) R	YEAR 3 UNIT PRICE (EXCL. VAT) R
7.3	16mm ² 2c or 4c Cu or 25mm ² 2 or 4c Al	each			
7.4	25mm ² 4c Cu or 35mm ² 4c Al	each			
7.5	35mm ² 4c Cu or 70 mm ² 4c Al	each			
7.6	63 mm ² hard-drawn bare copper earth conductor	each			
8	TERMINATION OF LV CABLES (includes transport/plant and all incidental costs)				
8.1	2,5mm ² - <10mm ² 2c or 4c Cu or Al	each			
8.2	10mm ² 2c or 4c Cu or Al	each			
8.3	16mm ² 2c or 4c Cu or 25mm ² 2 or 4c Al	each			
8.4	25mm ² 4c Cu or 35mm ² 4c Al	each			
8.5	35mm ² 4c Cu or 70 mm ² 4c Al	each			
8.6	63 mm ² hard-drawn bare copper earth conductor	each			
9	LAYING OF PIPES/DUCTS (including of delivery to site, cutting to size, joining, positioning, excavation, backfilling, all associated cost e.g. transport / equipment costs and reinstatement)				
9.1	Installation of 110mm class 6 PVC conduits complete with draw wire and end caps	m			
9.2	Installation of 160mm class 6 PVC conduits complete with draw wire and end caps				
9.3	Installation of 110mm HDPE conduits complete with draw wire and end caps	m			
9.4	Installation of 160mm HDPE conduits complete with draw wire and end caps	m			
10	HIGHMASTS REMEDIAL WORK (includes transport/plant and all incidental costs; all items includes removal and terminations of cables)				
10.1	Replace ballast box fully equipped	each			
10.2	Replace ballast box housing	each			
10.3	Replace ballast for a lamp	each			
10.4	Replace igniters for lamp	each			
10.5	Replace igniters for luminaires	each			
10.6	Replace capacitor for luminaires	each			
10.7	Replace compression glands	each			
10.8	Replace flexible lead from connection box to ballast box	each			
10.9	Replace flexible lead from ballast box to luminaires	each			
10.10	Replace luminaires complete (excluding ballast box)	each			
10.11	Replace lamp holder for lamp	each			
10.12	Replace lamp holder housing complete with gasket, screws, etc. (excluding lamp holder)	each			
10.13	Replace HPS or MH lamp	each			
10.14	Replace reflector for luminaires	each			
10.15	Replace lens for luminaires	each			
10.16	Replace luminaires mounting stirrup	each			
10.17	Re-galvanize luminaires mounting stirrup	each			
10.18	Replace luminaires safety chain (stainless steel)	each			
10.19	Replace HPSV medium beam floodlight with lamp	each			

ITEM NO.	DESCRIPTION	UNIT	YEAR 1 UNIT PRICE (EXCL. VAT) R	YEAR 2 UNIT PRICE (EXCL. VAT) R	YEAR 3 UNIT PRICE (EXCL. VAT) R
10.20	Replace metal halide wide beam floodlight with lamp	each			
10.21	Replace metal halide medium beam floodlight with lamp	each			
10.22	Remove LED luminaire (includes transport/plant and all incidental costs; all items includes removal and terminations of cables)				
10.22.1	LED flood lighting luminaire for 17m high mast	each			
10.22.2	LED flood lighting luminaire for 30m high mast	each			
10.22.3	LED flood lighting luminaire for 35m high mast	each			
10.22.4	LED flood lighting luminaire for 40 m high mast	each			
10.23	Remove and Replace existing luminaire with LED luminaire (includes transport/plant and all incidental costs; all items includes removal and terminations of cables)				
10.23.1	LED flood lighting luminaire for 17m high mast	each			
10.23.2	LED flood lighting luminaire for 30m high mast	each			
10.23.3	LED flood lighting luminaire for 35m high mast	each			
10.23.4	LED flood lighting luminaire for 40 m high mast	each			
10.24	Install and connect LED luminaire (includes transport/plant and all incidental costs; all items includes removal and terminations of cables)				
10.24.1	LED flood lighting luminaire for 17m high mast	each			
10.24.2	LED flood lighting luminaire for 30m high mast	each			
10.24.3	LED flood lighting luminaire for 35m high mast	each			
10.24.4	LED flood lighting luminaire for 40 m high mast	each			
10.25	Replace photo cell on 17m – 40m mast (All items includes removal and terminations of cables)	each			
11	TRAILING CABLE (includes transport/plant and all incidental costs; all items includes removal and terminations of cables)				
11.1	Replace trailing cable connection box housing	each			
11.2	Replace “Terminal Block” in connection box	each			
11.3	Replace “Clip-In” connectors in connection box	each			
11.4	Replace trailing cable for 17m - 40 m mast	each			
11.5	Replace cabtyre cable for 15m mounting height per mast	each			
11.6	Replace trailing cable plug at top of mast	each			
11.7	Replace trailing cable plug at bottom of mast	each			

ITEM NO.	DESCRIPTION	UNIT	YEAR 1 UNIT PRICE (EXCL. VAT) R	YEAR 2 UNIT PRICE (EXCL. VAT) R	YEAR 3 UNIT PRICE (EXCL. VAT) R
11.8	Replace trailing cable socket at top of mast	each			
11.9	Replace trailing cable socket at bottom of mast	each			
11.10	Replace trailing cable attachment at top of mast	each			
11.11	Replace trailing cable attachment at bottom of mast	each			
12	LANTERN CARRIAGE (All items includes removal and transport/plant and all incidental costs)				
12.1	Replace entire lantern carriage steel frame 17m – 40m high mast	each			
12.2	Re-galvanise entire lantern carriage steel frame	each			
12.3	Replace “Docking Wheels” complete with shaft etc.	each			
12.4	Replace Teflon lining on docking brackets	each			
13	HOIST ROPE (All items includes removal and includes transport/plant and all incidental costs)				
13.1	Replace hoist rope complete with shackles, thimbles, lugs, etc. (17m - 40m masts)	each			
13.2	Replace hoist rope attachment buckle and turn buckle	each			
14	HEAD GEAR (All items includes removal and includes transport/plant and all incidental costs)				
14.1	Replace hoist rope head pulley	each			
14.2	Replace trailing cable head pulley	each			
14.3	Replace hoist rope pulley shaft	each			
14.4	Replace trailing cable head pulley shaft	each			
14.5	Replace derailment guards at head pulley	each			
14.6	Replace mast head canopy	each			
14.7	Replace head frame 17m – 40m mast	each			
14.8	Replace cross arm for 15m mounting height mast	each			
14.9	Rewiring of circuit to head gear	each			
15	HIGHMAST MAINTENANCE ACTIVITIES (includes maintenance and inspection reports, transport/plant and all incidental costs)				
15.1	High mast inspection/maintenance Task List (As per clause 33.1 of the specification)	each			
15.2	Detailed inspection of high mast (As per clause 33.2 of the specification)	each			
15.3	Hydraulic machine and cylinder general inspection (As per clause 33.3 of specification)	each			
15.4	Bulk Lamp Replacement (As per clause 33.4 of the specification)	each			
15.5	Inspection of High mast Luminaire (As per clause 33.5 of the specification)	each			
15.6	Refurbishment of High Mast (As per clause 33.7 of the specification). The rate shall include all costs e.g.: labour, specialise equipment, storing and transporting the mast	each			

ITEM NO.	DESCRIPTION	UNIT	YEAR 1 UNIT PRICE (EXCL. VAT) R	YEAR 2 UNIT PRICE (EXCL. VAT) R	YEAR 3 UNIT PRICE (EXCL. VAT) R
16	MAST COMPARTMENT (includes transport/plant and all incidental costs; all items includes removal and terminations of cables)				
16.1	Replace 3P main isolator	each			
16.2	Replace 1P circuit breaker	each			
16.3	Replace 1P + N earth leakage circuit breaker	each			
16.4	Replace 1P control circuit breaker	each			
16.5	Replace LV lighting arrester	each			
16.6	Replace 3P control contactor	each			
16.7	Replace bypass switch	each			
16.8	Replace neutral bar	each			
16.9	Replace earth bar	each			
16.10	Replace industrial type socket outlet	each			
17	MAST ACCESS DOOR (includes transport/plant and all incidental costs)				
17.1	Welding of mast access door	each			
17.2	Re-galvanise, repair and paint mast access door	each			
17.3	Grind open of welded mast access door	each			
17.4	Install mast access door	each			
17.5	Replace existing mast access door (includes welding and grinding)	each			
18	MISCELLANEOUS (includes transport/plant and all incidental costs)				
18.1	Install 1,6 m - 1,8 m earth spike complete with connector etc.	each			
18.2	Stencil high mast number on mast (6 x 150 mm high letters) black characters with yellow background on all three (3) sides. rate shall include Aerosol spray paint.	each			
18.3	Mark and provide G.P.S. Waypoint of mast	each			
18.4	Lower and raise only of lantern carriage on high mast	each			
18.5	Supply, place bedding and/or backfilling material (includes transport/plant, labour, supply and deliver of material, bulking and compaction factor of material and all incidental costs)				
18.5.1	Soil material (e.g.: Sand, G9 material; BTB; Subbase; Base course or similar)	m ³			
18.5.2	Supply and cast 15 MPa 100mm ready mix concrete layer over cable	m ³			
18.5.3	Top soil compost mix for flower beds and plants	m ³			
18.6	Remove and dispose of obsolete material (include all dumping costs, transport fee to and from dump site)	m ³			
18.7	Remove recoverable material and deliver to a site/stores as instructed by the City of Cape Town Representative	m ³			
18.8	Remove and replace foundation nuts (foundation nuts to be supplied by the City)	each			
19	TESTS (includes transport/plant and all incidental costs)				

ITEM NO.	DESCRIPTION	UNIT	YEAR 1 UNIT PRICE (EXCL. VAT) R	YEAR 2 UNIT PRICE (EXCL. VAT) R	YEAR 3 UNIT PRICE (EXCL. VAT) R
19.1	Issue of Certificate Of Compliance in terms of Electrical Installation Regulations with all relevant tests e.g.: earth loop impedance test, earth & insulation resistance test, Voltage test- no load/load etc.	Per Certificate			
19.2	Dynamic Cone Penetrometer (DCP) compaction test for backfilling surfaces	Per Certificate			
19.3	Earth resistance tests	each			
19.4	Issuing of Certificate Of Compliance by a competent person for an existing high mast installation (e.g. electrical, structural, mechanical etc.)	each			
19.5	Compaction test for back-filled areas – Nuclear Density	each			
19.6	Compaction test for back-filled areas – Asphalt Core Density	each			
19.7	Testing of soil material by a certified Lab and issuing of Certificate Of Compliance (includes collection of sample from site and delivery to the Lab)	Per Certificate			
20	WELD GUSSETS ON HIGH MAST (includes transport/plant and all incidental costs)				
20.1	Supply and weld gusset per high mast - as per attach drawing SL 46	each			
20.2	Issue of steel structural integrity and x-ray certificates for welded gussets. (per high mast)	Per Certificate			
20.3	Issue of steel structural integrity and x-ray certificates for welding	Per Certificate			
21	INSTALLATION OF AERIAL BUNDLE CONDUCTORS (ABC) (only for the purposes of high mast installations includes transport/plant and all incidental costs)				
21.1	PLANT POLE COMPLETE WITH ATTACHMENTS (excludes excavation of pole hole and includes transport/plant and all incidental costs)				
21.1.1	≤ 9m steel pole	each			
21.1.2	10m to 11m steel pole	each			
21.1.3	> 11m steel pole	each			
21.1.4	Wooden poles (All lengths)	each			
21.2	REMOVE POLE COMPLETELY UNDO ALL ATTACHMENTS AND DETACH CONDUCTORS (excludes excavation of pole hole and includes transport/plant and all incidental costs)				
21.2.1	≤ 9m steel pole	each			
21.2.2	10m to 11m steel pole	each			
21.2.3	> 11m steel pole	each			
21.2.4	Wooden poles (All lengths)	each			
21.3	Install stay/strut/flying stay assembly (complete with all accessories)	each			
21.4	Remove stay/strut/flying stay assembly (complete with all accessories)	each			
21.5	String aerial bundle conductor 25mm ² - 95mm ² (complete with all attachments and terminations)	m			

ITEM NO.	DESCRIPTION	UNIT	YEAR 1 UNIT PRICE (EXCL. VAT) R	YEAR 2 UNIT PRICE (EXCL. VAT) R	YEAR 3 UNIT PRICE (EXCL. VAT) R
21.6	Remove aerial bundle conductor 25mm ² -95mm ² (completely undo all attachments and terminations, detach and recover conductors, deliver conductors as directed)	m			
21.7	Install IPC connectors (all sizes) on existing aerial bundle conductor	each			
21.8	Install protection equipment (pole mounted fuses/circuit breakers, includes all terminations)	each			
21.9	Install galvanise conduit on pole with 2 x stainless steel buckle & strapping	m			
21.10	Install pole mounted box (all sizes, compete with all attachments/strapping, wiring where necessary, circuit breakers/fuses and includes all labelling and terminations)	each			
22	DISASSEMBLE OF 17M TO 40 M HIGHMAST POLE (IF REQUIRED) (total rate includes labour, transport/plant, all incidental costs and deliver to a site/stores as instructed by the City of Cape Town Representative)				
22.1	Disassemble high mast pole	each			
23	HIGHMAST FOUNDATION AND THE ENTIRE HIGHMAST (excludes excavation but includes transport/plant and all incidental costs)				
23.1	Repair high mast foundation	Per foundation			
23.2	Non-destructive testing of high mast foundation and issuing certificate	Per foundation			
23.3	Demolish old high mast foundation using jack hammer. All steel to be returned to CCT and concrete to be disposed	m ³			
23.4	Demolish of an entire high mast using angle grinder or similar tool, jack hammer, cutting torch or handheld tools. All steel to be returned to CCT. (As per clause 12 of the specification)	m ³			
24	DRILLING** (for PVC sleeves underneath road crossing and/or entrance driveways, inclusive of launching pits, receiving pits, excavation and site establishment. Pipes to be supplied by the City)				
24.1	Directional Drilling (includes all associated costs for complete drilling and installation of pipes e.g. labour, transport/equipment costs etc.)				
24.1.1	110mmØ	m			
24.1.2	140mmØ	m			
24.1.	160mmØ	m			
24.2	Thrust boring (includes all associated costs for complete drilling and installation of pipes e.g. labour, transport/equipment costs etc.)				
24.2.1	75mmØ	m			
24.2.2	110mmØ	m			
24.3	Rock Drilling** (includes all associated costs for complete drilling and installation of pipes e.g. labour, transport/equipment costs etc.)				
24.3.1	110mmØ	m			
24.3.2	160mmØ	m			

ITEM NO.	DESCRIPTION	UNIT	YEAR 1 UNIT PRICE (EXCL. VAT) R	YEAR 2 UNIT PRICE (EXCL. VAT) R	YEAR 3 UNIT PRICE (EXCL. VAT) R
24.4	Gradient Directional Drilling** (includes all associated costs for complete drilling and installation of pipes e.g. labour, transport/equipment costs etc.)				
24.4.1	110mmØ	m			
24.4.2	160mmØ	m			
25	SCANNING OF EXISTING SERVICES (includes scanning of services underneath roadways and/or driveways or similar surfaces to be shown on drill plans as per item 26. Rate includes site establishment, necessary excavations and all necessary costs to be incurred for complete scanning of the services)	m			
26	COMPILING AND SUBMITTING A DRILLING PLAN (Drill plan to indicate existing infrastructure, drill pits and drill path. Top view and cross sectional area of the proposed drill plan shall be included. All dimensions from the existing services to the proposed drill path shall be clearly indicated on the drill plan. Rate includes all costs to be incurred in compiling and submitting the drilling plan)	each			
27	STRUCTURAL INSPECTION IN TERMS OF CONSTRUCTION REGULATIONS AND ISSUE INSPECTION REPORT (inspection shall include but not be limited to inspecting doors, the entire steel section of the mast, mast foundation, welding joints, all brackets, pulleys, check alignment as instructed. Issue inspection report in electronic form e.g. PDF)	each			

(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 excursion and division.

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

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

Schedule 2: Declaration for Procurement above R10 million

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

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

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

1.1 If YES, submit audited annual financial statements:

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

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

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

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

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

- 2.2 If YES, provide particulars:

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

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

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

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

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

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

- 4.1 If YES, furnish particulars below

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

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

 Date

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

1. GENERAL CONDITIONS

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

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

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

a) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

2. Definitions

The following definitions shall apply to this schedule:

- (a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method

envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

- (e) “the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Gender	5	
Race	5	
Disability	3	
Promotion of Micro and Small Enterprises	7	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)

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

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

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

1. No bid will be accepted from:
 - 1.1 persons in the service of the 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

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

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

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

Schedule 5: Conflict of Interest Declaration

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

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

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

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

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

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

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

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

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

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

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

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

Date

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

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

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

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

- Year 1, 2 and 3 on the Price Schedule for all other items are fixed rates with the exception of item 3.8.
- Item 3.8 of price schedule will be escalated in terms of Sectoral Determination: Private Security Sector as per below:
- 1st year: 12 months from date of commencement of contract - Firm – No request for price increases shall be entertained.
- Please Note: Year on year increases will be applicable for item **3.8**, it will be escalated in terms of Sectoral Determination: Private Security Sector.

Any claim for an increase in the contract price shall be submitted in writing to the:

Director Supply Chain Management, City of Cape Town, PO Box 655, Cape Town, 8000 or by email to: CPA.Request@capetown.gov.za prior to the month upon which the price adjustment would become effective.

Schedule 9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender 38S/2023/24: MAINTENANCE OF HIGHMAST PUBLIC LIGHTING INSTALLATIONS 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: Price Basis for Imported Resources
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Not Applicable

Schedule 11: List of other documents attached by tenderer

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

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

Attach additional pages if more space is required.

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

 Date

Schedule 12: 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 13: Information to be provided with the tender
--

The following information shall be provided with the Tender:

ITEM NAME	CONFIRMATION (YES/NO)	COMMENTS
ANNEXURE A.1: COMPANY EXPERIENCE		
ANNEXURE A.2: TENDERER STAFF		
ANNEXURE B: INVENTORY OF TOOLS AND EQUIPMENT		
SCHEDULE 4: DECLARATION OF INTEREST – STATE EMPLOYEES (MBD 4)		
FORM OF OFFER AND ACCEPTANCE		

SIGNED ON BEHALF OF TENDERER:

**ANNEXURE A.1
SCHEDULE OF PREVIOUS EXPERIENCE**

Details of the Tenderer's previous proven competency and experience in the maintenance of high mast public lighting installations. Tenderers to submit proof of completed projects in the form of appointment letters, works orders, purchase orders, completion certificates, take over certificates or similar proof of work done. The company experience will be considered up to the closing date of the tender.

MAINTENANCE OF HIGHMAST PUBLIC LIGHTING INSTALLATIONS						
Company Name (Client)	Project Name & Description of work	Contact Person	Contact Number	Start Date (Month & Year)	End Date (Month & Year)	Value of Contract

NB: the description of work column must include the duties that were executed. *If further space is required, the details can be provided on a separate sheet*

SIGNED ON BEHALF OF TENDERER

ANNEXURE A.2

KEY PERSONNEL

Tenderer to populate the table below and indicate details of the staff to be utilised. Tenderers **must attach** the relevant **CV and Certificates of the staff**.

Designation	Name of Staff Member	CV Attached (YES / NO)	Certificates attached (YES/NO)
Electrician (Trade Tested)			
Construction Supervisor			
Semi-Skilled			

ANNEXURE B:**TOOLS & EQUIPMENT****(For information Purposes – Tools to be confirmed at commencement of Contract)**

Item	Serial number	Owned/ Rented	Quantity
Approved non-conductive extension ladder of appropriate length			
Approved extension ladder (be able to reach 9m to 11m poles)			
14 lb hammer			
Crimping tool			
Safety boards			
Bandit strapping machine with stainless steel strapping and buckle			
Fully equipped double insulated electrician's tool kit			
Flashlight			
Cable jointing and terminating equipment capable of jointing and terminating cables up to 35 mm ² Cu and AL.			
First Aid Kit			
CO2 fire extinguisher			
Excavating equipment (Pickaxe, shovel, rake, handheld soil compactor-non mechanical)			
Digital Camera minimum of 8 megapixels			
Global positioning system (GPS)			
Binoculars			
Insulation resistance tester (1000 V)			
Earth resistance tester			
Multimeter			
Line Tester			
Clamp on ammeter			
Generator			
Wackker/Mechanical Compactor			
Jack Hammer (complete)			
Compressor			
Double drum winch			
Single drum winch			

In respect of tools and equipment: owned or rented will be considered subject to Tenderers listing serial numbers of the plant and equipment owned. In the case of rental, proof of intent to rent; a rental agreement from a rental company or a rental credit approval must be attached to the tender document outlining the quantities and the description of what is being rented. Rental agreements must be attached to the tender document.

SIGNED ON BEHALF OF TENDERER:

ANNEXURE D

Provide details of address of the local office with storage facility **(For Information Purposes and to be utilised at contract stage)**

The tenderer to attached address of the local office with storage facility	
Physical address:

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
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TENDER NO: 38S/2023/24

TENDER DESCRIPTION: MAINTENANCE OF HIGHMAST PUBLIC LIGHTING INSTALLATIONS

CONTRACT PERIOD: COMMENCEMENT DATE OF THE CONTRACT TO 30 APRIL 2026

VOLUME 3: DRAFT CONTRACT

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

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

VOLUME 3: DRAFT CONTRACT

(7) SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

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

Add the following after Clause 1.25:

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

3. General Obligations

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

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

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

intended.

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

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

Add the following after clause 5.4:

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

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

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

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

5.8 Intellectual Property

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

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

5.8.3 The supplier shall, and warrants that it shall:

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

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

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

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

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

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

- 5.8.4 The supplier represents and warrants to the Employer that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Employer from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the supplier of any third party's Intellectual Property rights.
- 5.8.5 In the event that the contract is cancelled, terminated, ended or is declared void, any and all of the Employer's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Employer by the supplier and no copies thereof shall be retained by the supplier unless the Employer expressly and in writing, after obtaining due internal authority, agrees otherwise.

7. Performance Security

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

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

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

11. Insurance

Add the following after clause 11.1:

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

- d) Professional indemnity insurance providing cover in an amount of not less than R2.5 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 **six (6) months** after the goods have been delivered.

16. Payment

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

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

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

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

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

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

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

Add the following after clause 16.4

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

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

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

17. Prices

Add the following after clause 17.1

- 17.2 If as a result of an award of a contract beyond the original tender validity period, the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then the contract may be subject to contract price adjustment for that period beyond such twelve (12)

months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents.

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

17.4 The prices for the goods delivered and services performed shall be subject to contract price adjustment and as stipulated in **Schedule 8**

17.5 If price adjustment for variations in the cost of plant and materials imported from outside of South Africa is provided for in the contract, such adjustment shall be based on the information contained on the schedule titled **"Price Basis for Imported Resources"** and as below. For the purposes of this clause the Rand value of imported Plant and Materials inserted on the schedule titled **"Price Basis for Imported Resources"** (column (F)) shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate quoted by **CCT's** main banker, NEDBANK, on the Base Date (seven calendar days before tender closing date) rounded to the second decimal place (column(B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)).

17.5.1 Adjustment for variations in rates of exchange:

(a) The value in foreign currency inserted in column (A) shall be subject to clause (h) below when recalculating the Rand value.

(b) The rate of exchange inserted in column (B) shall be the closing spot selling rate quoted by Council's main banker, NEDBANK, on the Base Date, rounded to the second decimal place, subject to sub-paragraph (c) below.

(c) If the rate of exchange inserted by the Tenderer differs from the NEDBANK rate referred to above, then the NEDBANK rate shall apply and the Rand value in columns (C) and (F) shall be recalculated accordingly, without altering the price in the Price Schedule for the relevant items.

(d) If a tender from a supplier or sub-contractor provides for variations in rates of exchange, the Supplier may **only** claim for variations in rates of exchange if he binds the supplier or sub-contractor to the same provision to take out forward cover as described in sub-paragraph (e) below.

(e) The Supplier (or sub-contractor) shall within five working days from the date of placing a firm order on an overseas supplier, cover or recover forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported Plant and Materials inserted by the Tenderer on the scheduled titled **"Price Basis for Imported Resources"**.

(f) When the Supplier (or sub-contractor) so obtains forward cover, the Supplier shall immediately notify the CCT of the rate obtained and furnish the CCT with a copy of the foreign exchange contract note.

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

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

17.53.2 Adjustment for variations in customs surcharge and customs duty

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

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

17.5.3 Adjustment for variation in labour and material Costs

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

Failure to specify a formula in the Tender shall mean that the prices are fixed or shall be deemed to be fixed.

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

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

20. Subcontracts

Add the following after clause 20.1:

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

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

Delete clause 22.1 and replace with the following:

- 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 as stipulated in clause 29 of the Specification

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

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

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

Add the following after clause 23.7:

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

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

- 26.1 The purchaser may make either of the following elections to ensure its rights are protected and any negative impact on service delivery is mitigated:
- 26.1.1 accept a supplier proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms; or

- 26.1.2 terminate the contract, as the liquidator proposed supplier is deemed unacceptable to the purchaser, at any time by giving written notice to the supplier (via the liquidator).
- 26.2 Termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

Amend clause 27.1 as follows:

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

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

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

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

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

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

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

28. Limitation of Liability

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

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

Add the following after clause 28.1:

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

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

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

negligence of the purchaser or its agents or employees.

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

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

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

32. Taxes and Duties

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

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

Add the following after clause 32.3:

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

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations.

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

(8) GENERAL CONDITIONS OF CONTRACT

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

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1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance Security

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

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.2 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:
- a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than 30 (thirty) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in the SCC.

8. Inspections, tests and analyses

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services (if any) specified in the SCC:
- (a) performance or supervision of on-site assembly, and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for the assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1 As specified in the SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure, outside of the contract, small quantities of supplies; or to have minor essential services executed if an emergency arises, or the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and, without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of Liability

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

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

29. Governing language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act, Act 89 of 1998, as amended, an agreement between or concerted practice by firms, or a decision by an association of firms, is prohibited if it is between parties

in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).

- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.
- 34.3 If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.

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

"Guarantor" means:

Physical address of Guarantor:

"Supplier" means:

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

Amount in words:

"Guaranteed Sum" means: The maximum amount of R

Amount in words:

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

PERFORMANCE GUARANTEE

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

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

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

ANNEXURE**LIST OF APPROVED FINANCIAL INSTITUTIONS**

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

1.1 National Banks

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

1.2 International Banks (with branches in South Africa)

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

1.3 Insurance Companies

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

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

"Guarantor" means:

Physical address of guarantor:

"Supplier" means:

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

Amount in words:

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

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

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

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

Amount in words:

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

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

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

(10.1) ADVANCE PAYMENT SCHEDULE

Not Applicable

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

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

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

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

Signed at on the day of 20....

Witness

Mandatar

Signed at on the day of 20

Witness

for and on behalf of
City of Cape Town

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

Logo

Letterhead of supplier's Insurance Broker

Date _____

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

Dear Sir

TENDER NO.: 38S/2023/24

TENDER DESCRIPTION: MAINTENANCE OF HIGHMAST PUBLIC LIGHTING INSTALLATIONS

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. SCOPE OF SPECIFICATION**

Work covered by this specification involves the electrical maintenance works to existing high mast installations, including but not limited to trenching, cable installation, backfilling, jointing of cables, inspection of high mast structure and hydraulic machine, luminaires and all components on the high mast, lowering and raising high mast using a winch, rope and hydraulic machine, replacing high mast bulk lamps, performing various electrical repairs and other electrical activities for various projects, within the boundaries of the City of Cape Town.

- 1.1. The City of Cape Town is divided into three (3) Service Areas (East, North, and South) including Eskom supplied areas the present boundaries of which are indicated on the attached addendum. The boundaries may be subject to change.
- 1.2. All materials excluding consumables, sundries and reinstatement material will be supplied by the City of Cape Town and will be available for collection on commencement of the work at the local district office or at one of the City of Cape Town inventory stores or as directed by the City of Cape Town Representative.
- 1.3. The contractor shall supply on site all reinstatement material; rate of reinstatement shall be inclusive of all costs to be able to complete reinstatement works.
- 1.4. The tendered rates shall be an all-inclusive rate i.e. the tendered rates shall include all vehicles, plant, tools, labour, overhead costs, supervision, equipment costs, preparatory work such as community liaison and engaging relevant stakeholders etc. to execute the work.
- 1.5. The contract period shall be from the commencement date of the contract to 30 April 2026.
- 1.6. The City of Cape Town intends to appoint one (1) main contractor and one (1) alternative contractor to provide all the required services under this contract. The alternative contractor will be appointed in the event the main contractor defaults, refuses to do the work or has capacity constraints during the contract. The alternative contractor will be notified by the City of Cape Town representative to commence with services in terms of the specification and conditions of tender and contract. The alternative contractor will be given a notice period of six (6) working days to commence work.
- 1.7. No sub-contracting is allowed on this contract, except for the following activities on the pricing schedule which can be outsourced to small or micro enterprises by the tenderer as they are considered specialised.

- **Item 5 – Reinstatements**
- **Item 3.7 – Structural Engineer**
- **Item 3.8 – security services**

▪ **Item 24 – Drilling**

1.8. The details of the subcontractor/s shall only be submitted before commencement of this contract. The City of Cape Town reserves the right not to accept a subcontractor if the subcontractor does not meet the following requirements:

- **Registered on the CSD**
- **Comply with Tax legislation**
- **Submit a letter of good standing from Compensation Commissioner**
- **Valid insurance in terms of COIDA**
- **Signed an agreement with the Principal Contractor in terms of S37(2) of the OHS Act**

1.9. Work shall be done in accordance with this specification but shall be read in conjunction with Public Lighting's Design Standards and Maintenance Standards.

2. ABBREVIATIONS

- **EPWP** : Expanded Public Work Programme
- **SANS** : South African National Standard

3. COMMUNITY INVOLVEMENT

- 3.1. The Contractor must use labour from the local community where possible. The recruitment of local labour shall be in line with the City of Cape Town's Expanded Public Works Programme Policy framework.
- 3.2. The conditions of employment for temporary workers drawn from the designated community should be based on the minimum conditions of employment as stated by the Expanded Public Works Programme (EPWP).
- 3.3. Where the Contractor utilises members of the local community, he will be required to train and instruct the workers on safe working practices and comply with the applicable legislative framework e.g. Occupational Health and Safety Act, Construction Regulations etc.

4. APPLICABLE STANDARDS

4.1. Work shall be in accordance with the following standards where applicable:

- Occupational Health and Safety Act, 1983
- SANS 0198 - The selection, handling and installation of electrical cables
- SANS 1088 - Luminaire entries and spigots
- SANS 1091 - National Colour Standard
- SANS 1200 - Standardised specification for civil engineering construction
- SANS 1266 - Ballasts
- Site Manual: Safety at Roadworks in urban areas (latest edition)

- Standard Specification for Roadworks: City of Cape Town, Municipal Services
- Design and Maintenance Standards for the provision of Public Lighting Services
- ARP 035: Guidelines for installation and maintenance of street lighting
- NRS 089-5-1:2016 Maintenance of electricity networks
- NRS 089-5-1:2016 Maintenance of Electricity Network – Street Lighting and High Mast
- NRS 040 – 3:2007 High Voltage Operating Regulations
- SANS 475: 2006 – Luminaires for interior lighting, street lighting and floodlighting
- NRS 047 – Electricity Supply-Quality of Service
- Municipal By-Laws
- SABS 10198-1:2004 - The selection, handling and installation of electrical cables
- IES LM-80-08 - Measuring Lumen Maintenance of LED Light Sources
- SANS 529 - Heat-resisting wiring cables
- SANS 215 - Limits and methods of measurement of radio disturbance characteristics of electrical lighting and similar equipment
- IEC/PAS 62717 - LED modules for general lighting – Performance requirements
- SANS 1042 - Code of Practice for the Wiring of Premises

5. PERMITS/WAYLEAVES FOR EXCAVATION AND RE-STATEMENT

- 5.1. Prior to commencement of work the successful Tenderer shall ensure that wayleaves and permits are issued to him.
- 5.2. The City of Cape Town will be responsible for obtaining the wayleaves, however contractor will be responsible for the acquiring of permit.

6. NOTIFICATION OF AND LIAISON WITH AFFECTED PARTIES

- 6.1.1. The Contractor shall ensure that the following parties are notified, in accordance with permit/wayleave requirements, of the proposed work:
- The Local Authority's District Manager (Roadworks).
 - The Electricity Directorate's District Manager.
 - Telkom.
 - Portnet and/or Spoornet as required.
 - The Local Traffic Department.
 - Owners of properties, company representatives and other affected parties.

7. DESCRIPTION OF WORK

7.1. Site Establishment

No site establishment charges (to cover costs associated with setting up a site office and toilet facilities,

investigation of the work involved in the particular project, communication with community or homeowners), or other administrative costs will be allowed.

Any such costs must be recovered through the rates applicable to other items within tendered cost.

7.2. Soil Conditions

7.2.1. The general soil conditions vary from Area to Area and within each Area there will be different types of soil conditions. Before tendering the Tenderer must become familiar with the various terrains found in each area.

7.2.2. To account for soil conditions that may vary along an excavated trench, rates for the three (3) different types of soil will be used - "Normal", "Difficult" and "Hard". Excavation of hard material, as defined below, will be measured as "Difficult" when using mechanical plant.

7.2.3. The contractor will need to determine the incurred costs for each type of excavation in accordance with the following categories:

7.2.4. **Normal material:** Material that can be loosened and removed using normal hand tools such as picks and shovels (e.g. grass covered sand, soft clay, dry earth, and small stones in sand which can be removed by hand, or thin layers of ferricrete (koffieklip)).

7.2.5. **Difficult material:** Material that is difficult to loosen and remove using normal hand tools such as picks and shovels (e.g. large layers of ferricrete (koffieklip), hard dry clay, ground containing boulders and layers of asphalt or where progress is slow and other visible services are affected). Where necessary mechanical plant may be used to loosen this material. The cost of any mechanical plant used to assist in loosening the material is to be included in the given rate. The City of Cape Town representative needs to approve before the contractor can do difficult material excavation.

7.2.6. **Hard material:** A solid mass of material, 1 m or longer, which can only be broken using a paving breaker or jackhammer and where progress is very slow. The cost of any mechanical plant used to assist in loosening the material is to be included in the given rate. The City of Cape Town representative needs to approve before the contractor can do hard material excavation.

7.2.7. The City of Cape Town representative needs to approve both difficult and hard material excavation before the contractor can do it.

7.3. Excavation

7.3.1. Excavation must be professionally and neatly carried out and shall be 700 mm or 1000 mm deep and from 500 mm wide as indicated by the City of Cape Town Representative. The trench shall be positioned between the erven boundaries and the kerb lines.

- 7.3.2. Roads/driveways are to be thrust-bored wherever possible, which will be arranged by the City of Cape Town Representative. Where thrust-boring is not possible, the surface cut of bitumen tarred roads and footways shall be neatly made and shall be wide enough to allow trenching without undermining or subsiding of the asphalt edge to facilitate adequate joining of bitumen reinstated surfaces.
- 7.3.3. Where grass sods or plants are removed, they shall be neatly packed adjacent to the trench. The Contractor shall keep the grass sods or plants damp after removal by watering or otherwise to ensure that they remain alive. The Contractor must ensure that all vegetation is replanted after the trench is properly backfilled and compacted. The Contractor will have to make good at his own cost, any vegetation damaged during the excavation and not restored to its original condition.
- 7.3.4. Brick paving shall be neatly removed and stacked adjacent to the area excavated at a location that is acceptable to the user of such brick paved surface. Any breakage of bricks will be the responsibility of the Contractor. The Contractor will be responsible for reinstallation of the removed bricks to the satisfaction of the user. The same method of operation shall apply for paving slabs.
- 7.3.5. The rate for reinstatement of bricks shall be paid however prior approval by the City of Cape Town Representative will be required. When trenching through kerbs, channels, edgings or any other edge unit, these shall be carefully removed up to the nearest whole unit and replaced. If these units are damaged, they shall be replaced with similar approved new units for the cost of the Contractor.
- 7.3.6. The rate for reinstatement of edge unit (kerbs, channels, edgings) shall be paid however prior approval by the City of Cape Town Representative will be required. All excavated trenches shall be in a straight line, where possible, and marked out by using a line. Where cable trenches change direction the excavated trench may not result in the installed cable having a bending radius of less than 500 mm. Under NO circumstances shall this minimum bending radius be reduced, especially when a hole is excavated for a cable coil. While excavating, the Contractor shall remove asphalt pieces, stones and sharp objects from the unearthed soil and arrange for removal of such material from site on a daily basis. No stones, asphalt pieces or sharp objects may be put back in the trench.
- 7.3.7. The bottom of the cable trench shall be even and free of stones and sharp objects. Should the base of the trench consist of rocks or sharp objects, a bedding layer of approximately 100 mm of soft stone free sand shall be installed prior to cable installation.
- 7.3.8. No excavated trenches or holes shall be left open for longer than 3 days or over a weekend.
- 7.3.9. The Contractor may not dump or store excavated material against boundary walls or on landscaped gardens before consulting owners of properties. Restoration of defaced property will be the responsibility of the Contractor. Where excavated material is placed on road surfaces care should be taken not to block storm water drains or open channels.
- 7.3.10. Any water accumulating in excavated trenches or holes, either as a result of rain or due to the level of the water table, shall be pumped out by the Contractor to make work inside the trench or hole

possible.

7.3.11. Particular care must be taken to ensure that effective barriers are erected around all trenches and excavations to ensure the safety of the general public. In this regard the contractor is required to install an orange meshed barrier screen (or other type of barrier if deemed by the contractor to be more effective) up to at least a metre in height along the entire length of the trench or excavation. The barrier is to be secured in such a way that it will not be disturbed by adverse weather conditions. Where the general public requires access across the excavation, suitable, safe crossings must be provided. The contractor must detail the measures he will take to safeguard the public in his safety plan.

7.3.12. Any liability arising out of the activities of the Contractor shall be his responsibility. This includes the safety of the public while the trenches are open.

7.3.13. The Contractor will be required to consult with owners of properties who will be burdened by the activities of the Contractor e.g. driveways, well maintained verges or gardens.

7.4. Availability of Material

7.4.1. All material required for the Contract will be made available at the City of Cape Town Store's. The cost for collection and return of material shall be included on the rates. The Contractor will be required to transport all the material to site in an approved manner and will be required to sign for the receipt of the material. The documentation for the receipt of the material must be retained for security purposes.

7.4.2. The Contractor will be responsible for the security of all uninstalled material from the time of collection and will be liable for any loss how so ever arising. The Contractor will be responsible for returning all unused material to the Directorate's District Store or the Main Stores in Ndabeni, Wynberg or Bloemhof and the Contractor will be required to obtain a signature for the receipt of the material by the Stores personnel. The cost of all unused or partly unused material not returned to the Stores will be deducted from payment to be made to the Contractor.

7.5. Installation of PVC Pipes

7.5.1. PVC Pipes to be installed across the roads, frequently used driveways and pedestrian access ways along the proposed cable route are supplied in 4-metre lengths by the Directorate. PVC Pipe installations shall be completed within one day. The pipes shall be installed in straight lines with a minimum number of couplings. Adequate space for filling with compacted soil should be left between pipes to prevent a weak structure.

7.5.2. The price quoted by the contractor shall cover the cost of delivery to site, cutting to size, joining and positioning of PVC pipes. After delivery to site the PVC pipes should be stored out of the sun to prevent

them from becoming warped and brittle prior to installation. The Contractor should plan and collect pipes as required to prevent them from lying around and being damaged.

7.6. Installation of Ducts at Road Crossings (open trench method) - Refer to addendum G

7.6.1. Prior arrangements with the local Traffic Department must be made before any road crossing installation is undertaken. The area must be properly sign posted and flagmen must be positioned at appropriate positions to divert traffic as per addendum E.

7.6.2. All duct installations shall be made in accordance with the specifications as indicated on drawing **DS 3 Sheet 1 Rev 4**.

7.6.3. The surface cut of tarred roads shall be made using a circular saw cutting machine and be wide enough to allow trenching without undermining or subsiding of the neatly made bitumen asphalt edge.

7.6.4. Ducts shall be laid on a 100 mm thick bed of suitable cement stabilised material (1:20 ratio). The required number of PVC pipes shall be joined up, cut to size and positioned with adequate separation in accordance with the dimensions shown on drawing **DS 3 Sheet 1 Rev 4** to resemble the duct section called for on the job proposal drawing. A weak sand cement mixture (16:1) shall be made and used to cover the pipes to a height of 250 mm, above which orange PVC marker tape shall be installed. The remaining backfill shall consist of the excavated material mixed with cement and be compacted in layers of 150 mm. Special care must be taken in compacting the backfill layers. After backfill and compaction and prior to the road crossing being subjected to vehicular traffic, a temporary gravel surface not less than 50 mm thick shall be laid down by the Contractor to protect the unsealed road surface.

7.6.5. On completion of the duct installation work and before reinstatement of the asphalt, the Contractor shall arrange for a Dynamic Cone Penetrometer compaction test to be carried out. A measurement of more than 20 mm difference between successive penetrating blows is regarded as insufficient compaction by Roads Authorities. Failure of the Contractor to achieve the required level of compaction when backfilling road surfaces will result in commencement of default process.

7.6.6. The Contractor will be responsible for maintenance of the road surface and liable for repair work required as a direct result of his road excavation for up to 12 months after completion of the work.

7.6.7. Kerbstones on both sides of the duct installation shall be engraved with the letter "E" by using an angle grinder to indicate the location of the ducts (paint is not acceptable).

7.7. Installation of Street Furniture / Kiosk supplying high mast

7.7.1. Street lighting Pillar Boxes (S/L PB) and Distribution Kiosks (DK) are commonly referred to as Street Furniture. The Contractor must ensure that the kiosk is positioned in the correct position, at the correct depth and with the correct side of the kiosk facing the street. The contractor will be liable for all costs incurred if the kiosk has to be moved or turned around after being installed.

- 7.7.2. Street Furniture shall be installed neatly and professionally at the required depth, location and manner in accordance with the applicable standards. Where it is apparent to the Contractor that the installation of street furniture will obstruct or interfere with existing services and driveways the item must be referred back to the City of Cape Town Representative.
- 7.7.3. An earth spike, supplied by the City of Cape Town, shall be installed by the Contractor beneath the kiosk in an approved manner as directed by this City of Cape Town Representative. One length of 1,6 m copper weld earth rods, or two joined together to form a 3.2 m earth spike, shall be driven into the ground. The top of the earth spike shall be connected to the kiosk using 70 mm² bare copper wire and an oval clamp supplied by the City of Cape Town.
- 7.7.4. The tendered rate for installing the street furniture shall cover the delivery and positioning of the kiosk and the connection of the kiosk earthing to the earth spike. The rate excludes excavation, backfilling, compaction and the installation of earth spikes which are measured separately.

7.8. Installation of high mast distribution board

- 7.8.1. Distribution board supplied by City of Cape Town, shall be installed by the Contractor inside the high mast at door level height. New brackets or holes have to be drilled to affix new distribution board inside high mast. All cost shall be inclusive of new brackets, removal of old distribution board, supply cable and installation of new distribution boards and reconnect of supply cable in the high mast and testing and issuing of an electrical CoC.

7.9. Installation of Poles (steel / wooden)

- 7.9.1. Poles (steel / wooden) are to be installed neatly and professionally at the location and in the manner as indicated by the City of Cape Town Representative. Separate excavation and backfilling rates will apply.
- 7.9.2. The Contractor must deliver the pole to site and rates quoted must include the delivery costs, planting pole to depth specified, ensuring pole is vertical, backfilling and compacting. In sandy soil or as required by the City of Cape Town Representative it might be necessary to backfill with cement stabilised material. An extra over rate is included in the schedule to allow for the mixing of cement (1:20 ratio) with suitable backfilling soil. Cement will be supplied by the Directorate.
- 7.9.3. Poles (steel / wooden) are to be planted to the depths stipulated in accordance with the drawings which form part of the Design Standards for the provision of Public Lighting Services. Planting depths for poles indicated are to be confirmed with the City of Cape Town Representative.

7.10. Installation of Aerial Bundle Conductors (ABC)

- 7.10.1. Aerial bundle conductors shall be installed from pole to pole using strain and suspension clamp assemblies. **ABC** conductors must be properly tensioned between poles by using the correct pulleys and rollers so as not to damage the **ABC** conductors. Only proper **ABC** lugs to be used for joining aerial bundle conductors. Only proper Insulation Piercing Connectors (**IPC**) to be used, for joining aerial bundle conductors with single core cables. Once **ABC** conductors have been pierced with **IPC** connectors, **IPC** shall **NOT** be removed from ABC conductor. **ABC** conductors end shall be properly sealed off with the proper **IPC** end caps.

7.11. Cable Installation

- 7.11.1. The cables must be installed in a professional manner with as few cross-overs as possible. Only approved Contractors who have proper equipment available, e.g. cable trailers, rollers, etc. will be permitted to install cables.
- 7.11.2. The Contractor shall collect the cables from the Directorate's Stores and deliver them to site in an approved manner. When the Contractor is required to collect and/or install the cable, the Contractor shall give at least 5 days' prior notification to the City of Cape Town Representative to allow for booking of material and programming of the cable installation.
- 7.11.3. The Contractor shall ensure that all trenches are excavated to the required depth and clean on the morning of cable installation. The Contractor shall ensure that the trench floor is free of stones and install a layer of stone free bedding sand, if required.
- 7.11.4. Cables shall be installed in accordance with the manufacturer's instructions by hand or winch only (and NOT with the aid of a vehicle). Under **NO** circumstances shall the minimum bending radii of the cables be exceeded while manoeuvring the cables during the installation process. Minimum bending radii are specified as 10 x outer diameter of LV cables and 12 x outer diameter of 11 kV cables (i.e. the size of the belly of the cable drum from which the cable is removed). No cable shall be left exposed after installation. Backfilling up to orange identification tape level shall be completed before leaving site.

7.12. Terminating and Straight Jointing of Cables

- 7.12.1. The Contractor will be required to carry out the jointing work in a professional manner to the Directorate's specification which includes crimping of low voltage cables.
- 7.12.2. Jointing work will only be conducted in a de-energised environment.
- 7.12.3. This City of Cape Town Representative will locate, identify, spike and point out to the Contractor the cables which are to be straight jointed and/or terminated. It is the responsibility of the Contractor to make sure that he understands the scope of work to be carried out prior to commencement of such

work.

- 7.12.4. The Contractor is responsible for the safety of all employees and equipment pertaining to and surrounding the work being carried out. Under no circumstances may the straight jointing/termination work to be left unattended until the job is completed.

7.13. Backfilling of trenches

- 7.13.1. Immediately following cable installation and inspection by the City of Cape Town Representative, the Contractor shall complete the reinstatement of the trench. The trench shall be backfilled and mechanically compacted to a depth of approximately 250 mm after which a layer of danger tape supplied by the City of Cape Town Representative must be installed. The remaining backfilling shall be mechanically compacted in 150 mm layers and completed no later than one day after the cable installation.
- 7.13.2. Backfilling and compaction shall be carried out to the specification of the local Municipal Services Authority (Transport for Cape Town (TCT)) and be tested for compliance using a Dynamic Cone Penetrometer (DCP). The Contractor shall issue a certificate for the DCP test to the City of Cape Town Representative. A measurement of more than 20 mm difference between successive penetrating blows will be regarded as insufficient compaction. Failure of the Contractor to achieve the required level of compaction will result in initiation of default process.
- 7.13.3. The backfilled trench shall be level with the surrounding terrain and all excess backfilling material shall be removed from the gutters and road surfaces using brooms and/or shovels on a daily basis. On completion of the work the site shall be inspected by the City of Cape Town Representative.
- 7.13.4. The Contractor shall be responsible for the proper reinstatement of the trench for a period of 12 months after completion of the work.

7.14. Backfilling and compaction of pole holes

- 7.14.1. Rocks removed from excavations must not be used for backfilling.
- 8.14.2. When backfilling the holes, ensure that the backfill material is slightly damp. A test of dampness can be done by squeezing the soil in your hand. When the hand is opened the soil should remain in the squeezed state. This will indicate the optimum moisture content for good soil compaction.
- 7.14.3. Layers of backfill shall at no time exceed 150mm per layer. Each layer shall be compacted with a mechanical compactor or with a hand stamper with a mass of at least 25kg. Should hand compaction be decided on, then a minimum of 30 blows shall be applied to each 150mm layer of soil around the pole. The distance of drop for the hand stamper shall be more than 400mm per blow.

7.14.4. This method shall be repeated until the hole is filled up to natural ground level.

7.14.5. The backfill shall be compacted to a minimum density of 93% of **MOD AASHTO**.

7.14.6. Mechanical compaction is preferred as certain areas soil where hand compaction will not achieve the minimum required level of compaction.

7.15. Importing of Stone Free Sand and Gravel

7.15.1. Where excavated material is unsuitable (i.e. contains stones and sharp objects which cannot be easily removed) for use as a bedding layer for the installation of electrical services the Contractor shall supply and deliver to site stone free sand for such purposes at the tendered rate.

7.15.2. The Contractor shall supply and deliver to site an adequate amount of stone free sand to compensate for the excavated material unsuitable for use as backfill material.

7.15.3. Backfill material delivered to site should be stored at an appropriate location to prevent damage and obstruction of existing services and property.

7.15.4. An accurate record of delivered material shall be kept for verification by the City of Cape Town Representative.

7.16. Reinstatement of Bitumen Road Surfaces and Sidewalks

7.16.1. Reinstatement of bitumen and Road surfaces shall be carried out by the Tenderer as per the Reinstatement of Trenches on Road Reserves (Refer to **Addendum B**)

7.17. Restoration of disturbed property to original condition

7.17.1. After completion of all work on the electrical installation project in accordance with the requirements as specified above, the Contractor shall ensure the following:

7.17.2. That all excess material, rubble, goods and equipment are removed from site as soon as possible.

7.17.3. That the entire site, where services were installed, is cleaned and tidied. Hard surfaces are swept with brooms and landscaped areas are raked level after final compaction.

7.17.4. That final reinstatement matches undisturbed surfaces in such a way that the forces of nature will restore the original condition within the 12 months guarantee period, without any human involvement.

7.17.5. That no visible marks, dirt or material penetrating property, fixtures or equipment remain. Such degrading side-effects caused as a result of the completed work shall be removed and made good by the Contractor or at the Contractor's expense.

7.18. Removal of Waste Material from Site (Export)

7.18.1. All waste material (i.e. broken asphalt, stones or unsuitable soils such as clay) must be removed from the worksite on a regular basis and dumped at the nearest recognised authorised dumping site. Transport to and any fee payable at the dumpsite will be to the Contractor's account and must be included in the rate quoted. Claims for export of material loads should be supported by receipts or other documentation from the dump site.

8. HIGH MAST LIGHTING

8.1. Spares or items for luminaires or for replacement of lamps are to be obtained from the Directorate's stores. Tendered rates are to include the cost of the collection of these materials from stores.

9. INSPECTION, MAINTENANCE AND TESTING OF WORK

9.1. For each section of the work, the Contractor shall notify the City of Cape Town Representative when his work is ready for inspection and testing at the following stages:

9.2. Upon commencement and completion of cable installation, prior to any backfilling (i.e. NO backfilling before acceptance of cable installation work).

9.3. Upon completion of any cable terminations or straight jointing, prior to hand-over (i.e. NO hand-over before testing and acceptance of jointing work).

9.4. Upon completion of backfilling and compaction, prior to any bitumen asphalt reinstatement (i.e. NO bitumen asphalt reinstatement before testing and acceptance of backfilled and compacted trench).

9.5. Upon completion of all work on site, prior to hand-over (i.e. NO hand-over before acceptance of completed work).

9.6. The Contractor will only be allowed to continue with specified work after acceptance of each completed stage as specified above.

9.7. This City of Cape Town Representative will inspect and test each completed stage of the work and endorse the prescribed checklist or hand-over certificate before acceptance of the Contractor's work. NO payment can be authorised without acceptance of the checklists and hand-over certificates by the City of Cape Town Representative.

9.8. For work requiring the installation of earth spikes, the Contractor will perform earth resistance measurements on each installation. Written results are to be submitted.

9.9. Matters arising from work carried out by the Contractor which is not adequately addressed by the checklists or hand-over certificates may be detailed by the City of Cape Town Representative on a "Snag List". The Contractor will be required to successfully address all outstanding issues on the "Snag List". Council reserves the right to withhold monies to cover expenses if might incur in the event of the Contractor not successfully addressing all the outstanding issues on the "Snag List".

9.10. Maintenance of the high mast

9.10.1. Contractor shall conduct maintenance as per Addendum F in clause 33 of the specification.

10. ISSUING A NEW CERTIFICATE OF COMPLIANCE (COC)

10.1. Each new cable installation and equipment requires the issuing of a new Certificate of Compliance (COC) that shall be handed to the City of Cape Town representative after completion of installation. The issuing of Certificate of Compliance (COC) shall be in terms of Electrical Installation Regulations,9; covering all the relevant test e.g. earth loop impedance, earth resistance, earth leakage test, insulation resistance test and Voltage test no load/load test.

11. INSTALLATION AND WELDING OF GUSSETS ON HIGH MAST

11.1. Supply gussets as shown in drawing SL 46. fig.1 (as required per high mast). The area where the gussets are to be installed need to be shot blasted, to remove the galvanising before gussets can be welded on high mast. After the gussets have been welded, the City of Cape Town representative will ask to inspect the welded gussets. The welded gusset area needs to be shot blasted again to remove any dirt or rust, before the welded area and welded gussets need to be cold galvanised by using a compressor spraying the cold galvanising onto the affected area. After completion of the cold galvanising process, the City of Cape Town representative will be called to inspect the completed job. A Steel structural and X-ray certificate signed off by the Professional Engineer shall be issued upon completion to the City of Cape Town representative.

12. DEMOLISHING OF THE ENTIRE HIGH MAST AND ITS FOUNDATION

12.1. Demolish of old or damage high mast and or its foundation using angle grinder or similar tool, jack hammer (electric or air driven), cutting torch or handheld tools. All steel to be returned to CCT. Applicable rate to claim for demolishing of the entire High mast is item 23.4 in price schedule. The cost for use of a generator or compressor must be included. All safety precaution to be in place, around the foundation hole, (e.g. orange netting, barrier tape). No foundation holes to be left open on weekends. Extra soil to be used to backfill the foundation hole. All waste material (i.e. broken concrete) must be removed from the worksite and dumped at the nearest recognised authorised dumping site. Transport to and any fee payable at the dumpsite will be to the Contractor's account

and must be included in the rate quoted. Claims for export of material loads should be supported by receipts or other documentation from the dump site.

13. ACCOMMODATION OF TRAFFIC

- 13.1. All traffic accommodation shall be in accordance with the Site Manual: Safety at Roadwork's in urban areas (latest edition), published by the Department of Transport.
- 13.2. The Contractor shall adhere to all traffic regulations and co-ordinate his activities with officials of the local Traffic Department.
- 13.3. No Contractor may close any road without obtaining permission from the local Traffic Department.
- 13.4. The Contractor shall provide safe pedestrian access in all directions across the worksite in such a manner as to accommodate wheelchairs, pushcarts, prams and shopping trolleys.
- 13.5. Open trenches shall be barricaded on both sides at all times by using orange meshed barrier screen (or other type of barrier if deemed by the contractor to be more effective) up to at least a metre in height along the entire length of the trench or excavation.
- 13.6. The type of barricade shall be approved by the City of Cape Town Representative.
- 13.7. In areas of high pedestrian activity (e.g. Central Business areas) the Contractor shall be required to install an orange meshed barrier screen from ground level up to a height of 1 200mm along the entire length of the trench.
- 13.8. The Contractor shall be responsible for the safety of the public and liable for any accident or injury to any member of the public as a direct result of ongoing contract work.
- 13.9. Where barricading of excavations protrudes onto the roadway, flashing yellow lights shall be in operation at night in addition to highly visible road signs.
- 13.10. The Contractor shall provide and appropriately position (in accordance with the requirements of the local Traffic Department) for the duration of the work on site, an adequate supply of the following:
- "Men Working" road signs
 - traffic redirection road signs
 - orange traffic cones
 - flashing yellow lights
 - white drums with reflective stickers
 - vertical chevron plates supported by sandbags

- orange meshed barrier screen

Any additional protective equipment required due to particular site circumstances or as instructed by this City of Cape Town Representative.

13.11. All the above mentioned equipment shall be made available for inspection by the City of Cape Town Representative prior to commencement of work.

14.PROTECTION OF EXISTING SERVICES

14.1. All excavation and backfilling must be undertaken by careful hand excavation using picks and shovels.

14.2. The Contractor is not permitted to cut off any roots from protected vegetation or tree roots which may cause the trees to become unstable, before consulting the local Parks and Forests authority.

14.3. No excavations shall be positioned to install proposed services on top of existing services. Where proposed services cross existing services, a minimum clearance of 300 mm shall be ensured.

14.4. The Contractor shall assume full responsibility in case any person in his service is directly or indirectly responsible for any damage caused to other services already installed. The Contractor shall bear the cost of any such damage.

15. ALLOCATION OF WORK

15.1. Due to the volume of work envisaged, the City of Cape Town's resolves to appoint one (1) main contractor and one (1) Alternative contractor to provide all the required services under this contract. The alternative contractor will be appointed in the event the main contractor defaults, refuses to do the work or has capacity constraints during the contract. The alternative contractor will be notified by the City of Cape Town representative to commence with services in terms of the specification and conditions of tender and contract. The alternative contractor will be given a notice period of six (6) working days to commence work. For each particular job, the main contractor shall be issued with an official instruction in the form of a Purchase Order after which he/she shall acknowledge receipt of the instruction. However, if the main contractor confirms in writing that he/she will not be able to commence work with an adequate workforce within five (5) working days the work will then be offered to the alternative contractor.

15.2. As and when the City of Cape Town Representative requires work to be executed under this contract, the City of Cape Town Representative shall specify, inter alia, the nature, location(s), extent, scope of work, proposed programme and contract period for the work required, in a Works Project contract document comprising, as relevant, Work Allocation Procedures, Returnable Schedules, Specification and Scope of Work.

- 15.3. In the Bills of Quantities, the City of Cape Town Representative shall assign quantities to the work items relating to the specific Scope of Work in the Works Project. The assigned quantities shall be multiplied by the contract rates to constitute amounts that will be totalled to provide a financial offer for the contractor for this specific Works Project.
- 15.4. The City of Cape Town Representative may, if required, invite the contractor to attend a Works Project meeting at a time and venue disclosed in writing by the City of Cape Town Representative.
- 15.5. The City of Cape Town Representative shall issue the invitation two (2) days prior to the meeting date, and simultaneously make available to the contractor his individually priced Works Project contract document. The City of Cape Town Representative shall conduct the Works Project meeting on the date specified. The purpose of this meeting is to discuss the Scope of Work required in the Works Project. The meeting shall furthermore serve to clarify any queries the parties may have in respect of the required work, billed items and quantities, etc. (this may result in changes being made to the Works Project contract document and its being re-issued).
- 15.6. The City of Cape Town Representative will specify the proposed Works Project time period (time from the date specified for commencement with Works execution to Due Completion Date) for completing the specified Works in the Scope of Work in the Works Project contract document. The contractor shall submit a realistic preliminary programme reflecting his proposed sequence and tempo of execution of the Works Project contract for completing the Works within the prescribed time period, and shall append the preliminary (initial) programme to the to the Works Project contract document.
- 15.7. The Works Project contract document shall be completed, signed and returned by the contractor to the City of Cape Town Representative's offices no later than two (2) working days after the date of the Works Project meeting or after receipt thereof if changes thereto were required.
- 15.8. The submission of a fully completed and signed Works Project document is mandatory, and the contractor may be requested by the City of Cape Town Representative's to complete and/or sign his submission, if necessary, should he have not already done so. A submission will be rejected as being non-responsive/invalid if the document is not fully completed and/or signed after the contractor has been requested by the City of Cape Town Representative's to complete and/or sign his submission.
- 15.9. The returned Works Project document will be tested for completeness in accordance with these procedures.
- 15.10. Acceptance of the contractor's offer takes place on the date the contractor receives the City of Cape Town's official purchase order, such date being the Commencement Date of the Works Project. No work will be undertaken without a purchase order.

- 15.11. Due to the urgency of the activities contained in this Tender, the Contractor shall attend to (be on site) all requests within 48 working hours of receipt of official Purchase Order and complete the works within 5 working days. If this turn-around time cannot be met, the Contractor shall inform the City of Cape Town Representative and a new response time shall be agreed upon. Failure to inform the City of Cape Town Representative shall be regarded as a default and shall be dealt with in accordance with Clause 23 of the General Conditions of Contract.
- 15.12. In the case of emergency work, a standing purchase order will be created by the City of Cape Town Representative for the purpose of attending to emergency work and works will be done against the purchase order. No work will be undertaken without a purchase order.
- 15.13. Emergency work refers to significant malfunctions or failures in high mast lighting that threaten the safety of its structure's continued use, pose a risk to occupational health and safety, cause power outages, and require maintenance work outside of the City of Cape Town's operational hours (07:00 - 16:00).
- 15.14. The Contractor shall have a telephone, e-mail and cell phone to facilitate communication and receive emergency work instructions from the City of Cape Town. The Contractor may be instructed verbally by the City of Cape Town Representative to do emergency work, however this must be followed by a written instruction within the next working day or as soon as practically possible.
- 15.15. The Contractor shall attend to all emergency work requests within 4 hours from the time of receiving instruction from the City of Cape Town Representative.
- 15.16. The contractor shall undertake no work without prior approval of the City of Cape Town Representative with a purchase order.

16.SITE SECURITY FOR MATERIALS

- 16.1. The Contractor will be responsible for the security of all uninstalled material (and any equipment being used by him on site, which belongs to this Directorate) from the time of collection and will be liable for any loss howsoever arising.
- 16.2. The Contractor will be responsible for the security of exposed services existing on site and will be liable for the cost of replacing and repairing any such services that may be lost or damaged on his work site.

17. SITE FACILITIES

- 17.1. The Contractor will be responsible for ensuring that adequate potable drinking water is available on site at all times, and that arrangements are made to ensure that workers have access to latrine

facilities.

18. TOOLS AND EQUIPMENT

18.1. All tools, equipment including crimping tools, compressors, safety boards, etc. must be supplied and transported to site by the Contractor.

18.2. The Contractor is required to provide a list detailing tools and equipment which will be used during the contract period.

18.3. The cost of all tools and equipment is to be included in the rates tendered.

18.4. The following is a minimum list of the required tools, test equipment and equipment per crew to execute the functions as per the Specifications of this Contract:

Item	Quantity
Approved extension ladder (be able to reach 9m to 11m poles)	1
14 lb hammer	1
Crimping tool	1
Safety boards	1
Bandit strapping machine with stainless steel strapping and buckle	1
Fully equipped double insulated electrician's tool kit	1
Flashlight	1
Cable jointing and terminating equipment capable of jointing and terminating cables up to 35 mm ² Cu and AL for relevant service connections. Bigger cable size repairs shall be referred to the relevant Depot.	1
First Aid Kit	1
CO2 fire extinguisher	1
Excavating equipment (Pickaxe, shovel, rake, handheld soil compactor-non mechanical)	1
Item	Quantity
Digital Camera minimum of 8 megapixels	1
Global positioning system (GPS)	1
Binoculars	1
Test Equipment	
Insulation resistance tester (1000 V)	1
Earth resistance tester	1
Multimeter	1
Line Tester	
Clamp on ammeter	1

Item	Quantity
Equipment	
Generator	1
Wackker/Mechanical Compactor	1
Jack Hammer (complete)	1
Compressor	1
Double drum winch	1
Single drum winch	1

18.5. The **electricians' tool kit** shall consist of at least the following:

Item	Quantity
Screw Driver Philips no 1 insulated 1000V	1
Screw Driver Philips no 2 insulated 1000V	1
Screw Driver Philips no 3 insulated 1000V	1
Screw Driver flat 150X6.5 insulated 1000V	1
Screw Driver flat 100X5 insulated 1000V	1
Screw Driver flat 125X10 insulated 1000V Screw Driver flat 125X10 insulated 1000V	1
Side Cutter 200mm insulated 1000V	1
Combination Plier 220mm insulated 1000V	1
Waterpump Plier 240mm insulated 1000V	1
Shifting Spanner 28mm insulated 1000V	1
Knife insulated 1000V	1
Hex Screw Driver 4mm insulated 1000V	1
Hex Screw Driver 6mm insulated 1000V	1
Side Cutter 200mm composite 1000V	1
4 size ring Spanner (13, 14, 16, 17) insulated 1000V	1
Insulated Nut Driver 10mm 0BA 1000V	1
Cable Cutter 230mm insulated 1000V	1
Long Nose 200mm 1000V	1
Tool Bag	1

19. PROTECTIVE CLOTHING

19.1. The Contractor must provide all personal protective equipment (PPE) for all employees (permanent and temporary) under his/her control as identified and listed in the Safety Plan. These PPE items, which shall be identified and issued as per the outcome of the site specific risk assessment which shall consist of but not limited to:

- Overalls
- Safety boots
- Heavy duty work gloves
- 1000V Insulated rubber gloves (where necessary)
- Hard hats (helmet)
- Reflective traffic bibs
- Rain suits
- Safety harness (fall arrester equipment)
- Face shield (arc resistant)
- Arc Protective Clothing (Hazard risk category 2 as per SANS 724)

19.2. The cost of PPE for employees is to be included in the rates tendered.

19.3. A well maintained and stocked first aid box supplied by the Contractor shall always be made available for use in case of emergency at the worksite and a 2kg CO₂ fire extinguisher.

20. WORKMANSHIP AND BEHAVIOUR

20.1. The quality of work must be of the highest standard, and shall be guaranteed for a minimum period of 12 months during which time all faults attributable to poor workmanship shall be made good at no cost to City of Cape Town. Furthermore, the Contractor shall be given the option to repair the fault in a certain time period, and in the event of the Contractor not being able to repair the fault during the period given, City of Cape Town shall repair the fault and all costs incurred shall be charged accordingly to the Contractor.

20.2. Poor workmanship by the Contractor shall not be acceptable under this Contract. The Contractor shall be notified in writing of poor workmanship identified. If there are three or more such notifications, the City of Cape Town reserves the right to commence the default process to terminate the contract.

20.3. Repeated non-performance by a Contractor will result in the suspension or termination of the Contract.

20.4. Employees of the Contractor are required to be courteous and professional on site, and are to be dressed neatly in a uniform manner that would reflect professionalism.

20.5. Any potential inconvenience to any member of public e.g. drive-way crossings must be discussed with the member of public in question before the commencement of work.

21. CONTACTABILITY OF SITE SUPERVISION

21.1. Site Supervisors must be provided with cell phones to facilitate easy communication with members of the Directorate. The Directorate must be provided with a list of all phone numbers on commencement

of the contract.

22. SUBMISSION OF INVOICES

22.1. The Contractor will be required to submit invoices and prescribed checklists on completion of the work for which he will be held responsible. The invoices and checklists will be countersigned by the City of Cape Town Representative after which it will be submitted to the accounts payable department. Attention is drawn to the payment conditions laid down by the Municipality.

23. INSURANCE

In addition to the insurances required in terms of General Conditions of Contract Clause 11 the following insurance is also required:

23.1. Public liability insurances, in the name of the supplier, covering the supplier and the purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than R20 million for any single claim;

23.2. Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the supplier, Comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;

23.3. Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licensed 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).

23.4. Insurance to the value of R 2, 5 million for damage to or physical loss of property of the Employer that is not part of the work, arising directly from the execution of the Works.

23.5. Contractors will be liable for any direct damages as well as reasonably foreseeable damage arising out of its contract with the Municipality.

24. CREW, TOOLS AND VEHICLES

24.1. The contractor must ensure that each crew consists of:

- **Installation Electrician**-Trade tested and a minimum of five (5) years relevant experience in High mast Public Lighting environment.
- **Construction Supervisor**-Shall have a minimum of five (5) years' experience in infrastructure construction supervision or similar experience.

- **Semi-skilled**-Shall have minimum ELCONOP 2 or NC(V) electrical infrastructure construction level 2 or N2 National Certificate in Electrical Engineering or SAQA QUAL ID: 73313 qualification from a recognised training institution (Foreign Qualifications shall be certified by the South African Qualifications Authority), and minimum five (5) years relevant experience in High mast Public Lighting environment.
- 2 x **General workers**
- 1 X **Welder**
- 1 X **Rigger**

24.2. In addition to the above mentioned the Installation Electrician shall have the following skills/competencies:

- Responsible person in terms of NRS040 (require a valid certificate)
- First Aid (require a valid certificate)
- Basic Fire Fighting (require a valid certificate)
- Aerial platform operator (require a valid certificate)

Tenderer shall provide proof of compliance and certificates prior to commencement of contract as listed in clause 24.2 above.

At full capacity, at least three (3) crews will be required per area to perform duties under this contract, however if in the opinion of the City of Cape Town Representative, additional contractor's staff is necessary to comply with the contract requirements, he/she may request the contractor(s) accordingly, whereupon the contractor(s) shall provide additional staff at no additional cost to the City of Cape Town.

24.3. Detailed CVs (month and year) and certified copies of certificates of each installation electrician and semi-skilled person shall be attached to the tender documents.

24.4. Tenderer must provide a Certificate for the Professional Structural Engineer, Rigger and Welder to be used before commencement of the contract.

- The structural engineer shall have a **Bachelor's degree** in Civil Engineering at a minimum of NQF level 7, and a minimum of two (2) years of proven experience with knowledge in civil and/or structural engineering. The Structural Engineer shall be professionally registered with the Engineering Council of South Africa.
- One **Rigger** certified competent by an accredited Training Authority or certified competent in terms of South African Qualification Authority (SAQA) Further Education and Training Certificate:

Mechanical Handling (Rigging), SAQA QUAL ID: 59731 or equivalent trade qualification and minimum two (2) years relevant experience in rigging.

- One **Welder** certified competent by an accredited Training Authority or certified competent in terms of South African Qualification Authority (SAQA) Further Education and Training Certificate: Welding Application and Practice, SAQA QUAL ID: 57887 or equivalent trade qualification and minimum two (2) years relevant experience in welding.

24.5. List of the required tools, test equipment and equipment per crew to execute the functions as per the Specifications of this Contract are on clause 18.4 and 18.5.

24.6. The following is a list of the required vehicles per crew to execute the functions as per the Specifications of this Contract:

- ✓ Light Delivery Vehicle (GVM 3500kg or Less)
- ✓ ≤ 8 Ton Truck with crane
- ✓ ≥12m Aerial platform (Freestanding / Vehicle mounted)
- ✓ Truck with a Trailer >10m (to transport high mast pole)

25. REMEDIES FOR NON-PERFORMANCE

25.1. Should Cape Town Electricity be of the opinion that the Contractor has failed to carry out any of the obligations in terms of this contract, or if Cape Town Electricity, in its absolute discretion, is in any way dissatisfied with the service rendered, then Cape Town Electricity may give the Contractor notice, in writing, of such complaints and, if the situation is not rectified within seven (7) days of such notice, Cape Town Electricity may initiate the default process for the termination of this contract. The CCT reserves the right of cancellation of this contract for any breach of the conditions thereof, without the Contractor being entitled to claim any compensation or damages in respect of such cancellation. (Refer to Clause 23 of our General Conditions of Contract)

26. CODE OF CONDUCT

26.1. Contractor staff will be required to comply with a code of conduct when dealing with the City of Cape Town Electricity customers. Any staff who is guilty of accepting bribes of any kind from City of Cape Town Electricity customers, or who conducts himself in an unacceptable manner shall be withdrawn from performing the service immediately. Tenderers shall not employ staff that has previously been found guilty of any fraudulent activity. Should the City of Cape Town at any time during the contract period become aware of such staff, the contractor will withdraw the employee with immediate effect and replace with a suitable competent person. The City of Cape Town Representative's decision in this respect shall be final and not subject to negotiation.

27. CONTINGENCY PLAN

27.1. The Contractor shall submit upon request a schedule indicating proposed allocation of resources to this Project including a Contingency Plan which shall indicate alternative resource allocation arrangements in case of unforeseen circumstances occurring during the Project period. This information shall assist to determine the Contractor's overall capacity to perform the duties as listed in the Tender Specifications including supervision and execution of the work.

28. EMPLOYMENT OF SECURITY PERSONNEL

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

28.1. All security staff must be employed by the contractor must be registered with Private Security Regulatory Authority (PSiRA). Proof of such registration must be made available to the City of Cape Town Representative upon request. The Contractor will do a site specific risk assessment before each operation to identify the grade of security guard required and shall be approve by the City of Cape Town Representative before commencement of the intervention.

28.2. The Contractor shall employ reliable security guards at short notice as deemed necessary to ensure that he can comply with the abovementioned requirements. All security guards shall be registered with Private Security Industry Regulatory Authority (PSIRA) under the provisions of the PRIVATE SECURITY INDUSTRY REGULATION ACT NO 56 OF 2000, Security Officers Act 92/1987. A fixed hourly rate for security services shall be quoted on the Price Schedule for this purpose.

28.3. Below is the list of security guard grade preferred for this contract:

Security Guard Grade	Function
Grade B	Primary function is access control in high risk areas where documentation and computer skills might be required. A site or shift commander. Managing lower grade security officers. Possible inspector doing site visits.
Grade D	Primary function is access control.

29. PENALTIES

29.1. The City of Cape Town will recover full cost due to the rectification of the inferior quality of workmanship. In the event of the Contractor not able to repair a fault as per the agreed timelines (refer to clause 20 of the specification) the City of Cape Town shall repair the fault and all costs incurred shall be charged accordingly to the Contractor.

29.2. Should the Contractor fail to arrive to site to commence planned work, all costs incurred by the City of

Cape Town will be deducted from the contractor's payable invoice when the planned work is rescheduled.

- 29.3. Should the Contractor arrive late to commence work onsite, a penalty fee of 1% or R1000 per day (whichever is greater) for a maximum of 7 days will be charged against the Contractor for each day late. This 1% or R1000 per day (whichever is greater) will be deducted from the contractor's purchase order. Continuous late coming to commence work onsite shall be deemed as breach of Contract and the necessary steps shall be taken against the contractor.
- 29.4. Should the Contractor fail to complete work as per agreed completion date, a penalty fee of 1% or R1000 per day (whichever is greater) for a maximum of 7 days will be charged against the Contractor for each day late. This 1% or R1000 per day (whichever is greater) will be deducted from the contractor's purchase order. Continuous failure to complete work on time shall be deemed as breach of Contract and the necessary steps shall be taken against the contractor.
- 29.5. R1 000.00 or 1% of Purchase Order Value (whichever is the highest amount) per day for failure to remove rubble or any other surplus excavated material from site within the agreed 2 days' period, up to 7 days. Thereafter the Contractor shall be deemed to have been in breach of Contract and the necessary steps shall be taken against him. The employer in this case also reserves the right to cancel the specific works order and to appoint an alternative contractor to execute the work.
- 29.6. In the event the City of Cape Town requires information at a particular date and specified time from the contractor, and the contractor fails to provide the information a deduction of 1% per day up to seven (7) days from total cost of invoice will be applied. Thereafter the City of Cape Town reserves the right to initiate a cancellation process of the contract as per clause 23 of General Conditions of Contract.

30. HEALTH AND SAFETY SPECIFICATION

- 30.1. The purpose of this Specification is to ensure that a Contractor entering into a contract with the City of Cape Town maintains an acceptable level of compliance with regard to health and safety requirements 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 comply with the requirements of this Specification.
- 30.2. The Contractor shall enter into an agreement with the City of Cape Town in terms of Section 37 (2) of the Occupational Health and Safety Act (OHS Act) before the commencement of the contract.
- 30.3. The Contractor shall submit for acceptance to the City of Cape Town Representative a health and safety emergency procedure, which includes but is not limited to fire, spills, accidents and exposure to hazardous substances, which:
- 30.3.1. identifies the key personnel who are to be notified of any emergency;
 - 30.3.2. sets out details of available emergency services, including contact particulars; and
 - 30.3.3. the actions or steps which are to be taken during an emergency.
 - 30.3.4. the steps to be taken to induct staff in emergency procedures
 - 30.3.5. emergency procedures including evacuations from site during service delivery protest.
- 30.4. The Contractor shall within 24 hours of an emergency taking place notify the City of Cape Town Representative in writing of the emergency and briefly outline what happened and how it was dealt with.
- 30.5. 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 City of Cape Town Representative, or employee of the Contractor, upon the request of such persons.

- 30.6. The Contractor shall inform the City of Cape Town Representative beforehand of inspections, investigations or formal inquiries of which he has been notified by an inspector of the Department of Labour or any other statutory body and as soon as reasonably practicable after the occurrence of an incident (as defined in the OHS Act) during the performance of the contract.
- 30.7. The Contractor shall ensure that all workers are issued with the necessary personal protective equipment.
- 30.8. The Contractor shall before the commencement of any work on Site and during such work, cause risk assessment(s) to be performed by a competent person appointed in writing. Such assessment(s) shall as a minimum:
- 30.8.1. identify the risks and hazards to which persons may be exposed to;
 - 30.8.2. analyse and evaluate the identified risks and hazards based on a documented method;
 - 30.8.3. 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;
 - 30.8.4. provide a monitoring plan; and 30.8.5. provide a review plan.
- 30.9. The Contractor shall ensure that as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated and addressed in the risk assessment.
- 30.10. The Contractor shall review the relevant risk assessment where changes are effected to the scope of work that result in a change to the risk profile or when an incident has occurred on site.
- 30.11. The Contractor shall record all incidents and notify the City of Cape Town Representative 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.
- 30.12. The Contractor shall investigate all incidents on site and issue the City of Cape Town Representative with copies of such investigations.
- 30.13. The Contractor shall prior to commencement of contract, submit to the City of Cape Town Representative for approval a suitable and sufficiently documented health and safety plan, based on this Health and Safety Specification and the risk assessment that is conducted.
- 30.14. The health and safety plan shall include, but not be limited to the following:
- 30.14.1. The safety management structure, including the names of all designated persons such as the competent person/s;
 - 30.14.2. Safety method statements and procedures to be adopted to ensure compliance with the OHS Act; Construction Regulations, 2014 and this Health and Safety Specification;
 - 30.14.3. The provision and use of temporary services;
 - 30.14.4. Personal protective equipment, devices and clothing required;
 - 30.14.5. Emergency procedures;
 - 30.14.6. Provision of workers' welfare facilities;
 - 30.14.7. Induction and training;
 - 30.14.8. Arrangements for monitoring and control to ensure compliance with the safety plan; and 30.14.9. Provision and maintenance of the health and safety file and all other relevant documentation.
- 30.15. The Contractor shall take into account, inter alia, the following conditions when compiling the Health and Safety Plan and complying with the OHS Act:
- 30.15.1. Live high voltage, medium voltage and low voltage electrical equipment
 - 30.15.2. Illegal and unsafe electrical connections
 - 30.15.3. Existing utility services
 - 30.15.4. Surrounding land use
 - 30.15.5. Adverse weather conditions
 - 30.15.6. Wild animals such as snakes, spiders and scorpions

- 30.15.7. Working adjacent to construction activities
- 30.15.8. Use of tools, small plant and other equipment
- 30.15.9. Vehicular and pedestrian traffic
- 30.15.10. Sporadic violence and crime
- 30.15.11. Working at heights
- 30.15.12. Falling objects
- 30.15.13. Exposure to dog bites
- 30.15.14. Excavation work/ trenches
- 30.15.15. Outbreak of contagious diseases of epidemic and/or pandemic proportion

30.16. CONSTRUCTION MATERIALS

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

- 30.16.1. All materials contained in pressurized containers
- 30.16.2. Bitumen products
- 30.16.3. Cement
- 30.16.4. Epoxies
- 30.16.5. Insulating oils and compounds
- 30.16.6. Lime and other stabilizing agents
- 30.16.7. Paints
- 30.16.8. Sulphur hexafluoride gas
- 30.16.9. Tar products
- 30.16.10. Timber preservatives

- 30.17. The Contractor shall take appropriate measures to manage the risks associated with the use of all the materials required to complete the Works, i.e. not only those listed above, and shall, inter alia, implement all the precautionary measures provided by manufacturers and suppliers for the storage, use and application of materials used.

31. REINSTATEMENT SERVICES

- 31.1. Reinstatement of trenches in the road reserves managed by Transport and Urban Development Authority of the City of Cape Town and shall apply to road pavements, carriageways, cycle ways, public transport embayment and parking area crossings, footways and verges disturbed during repairs limited only to service connection low voltage electrical cables. Reinstatement involves compaction and placing of new bituminous surfacing layers and other surfacing types. The reinstatement repairs done on site should be made the same or similar to that found on site.

31.1.1. Compaction

- 31.1.1.1 The material shall be placed and spread in a trench in such a manner as to minimize segregation of the various sizes of aggregate in the material.
- 31.1.1.2 In order to increase the moisture content of the material to the optimum for the compaction equipment employed and the density required the requisite quantity of water shall be added uniformly to the material and thoroughly mixed into the material until a homogenous mixture is obtained.
- 31.1.1.3 Dry compaction shall not be permitted. If necessary, due to the nature of the compaction equipment to be employed, the full layer thickness shall be achieved by placing and compacting successive thinner layers.
- 31.1.1.4 Subbase to trench reinstatement shall be compacted to 97% of Mod AASHTO maximum density for a Type A1 backfilling and 96% Mod AASHTO maximum density for a Type A2.
- 31.1.1.5 Where specified subbase material shall be stabilized with 3 % cement by mass. The cement shall be thoroughly mixed into the subbase material before water is added and compaction commences.
- 31.1.1.6 Base to trench reinstatement within a road carriageway and to carriageway crossings shall be compacted to 98% of Mod AASHTO maximum density

31.1.2. Reinstatement Types and Descriptions

The road reserve trenches and backfill types indicated in Table 1 and shown on drawing RD16.1 shall be constructed as follows:

31.1.2.1 Road Reinstatements (Refer to Drawing RD16.2 for the various reinstatements methods of trenches in roadways)

a) Type A1: CLASS 5B-D ROADS

- i. 40 mm continuously graded medium asphalt surfacing compacted to 93% Rice density.
- ii. 150 mm G4 base (100% of MDD.)
- iii. 150 mm G5 subbase compacted (98% MDD)
- iv. G7 selected layer constructed in 150mm layers (95% MDD, 100% for sand)
- v. Excavated material (minimum G9 quality), compacted in 150mm layers (93% MDD, 100% for sand)

b) Type A2: CLASS 5A & 4 ROADS

- i. 40 mm continuously graded medium asphalt surfacing compacted to 93% Rice density
- ii. 80mm continuously graded BTB (93% max. voidless density)
- iii. 150mm G3base (100%)
- iv. 150 mm 150 mm G5 subbase compacted (98% MDD)
- v. G7 selected layer constructed in 150mm layers (95% MDD, 100% for sand)
- vi. Excavated material (minimum G9 quality), compacted in 150mm layers (93% MDD, 100% for sand)

c) Type A3: CLASS 2 & 3 ROADS

- i. 40 mm continuously graded medium asphalt surfacing compacted to 93% Rice density
- ii. 100mm continuously graded BTB (93% max. voidless)
- iii. 300mm C3/C4 cement stabilized subbase, constructed in two layers of 150mm (97% MDD)
- iv. G7 selected layer constructed in 150mm layers (95% MDD, 100% for sand)
- v. Excavated material (minimum G9 quality), compacted in 150mm layers (93% MDD, 100% for sand)

31.1.2.2 Footways (Sidewalks), medians and pedestrians access crossings ((Refer to Drawing RD16.2 for the various reinstatements methods of trenches in roadways)

A) Type B1: PEDESTRIAL FOOTWAY (Asphalt)

- i. 30 mm continuously fine graded asphalt surfacing.
- ii. 125 mm G5 subbase compacted to 98% of MDD.
- iii. 150mm G7 compacted to (95% MDD, 100% sand)
- iv. Excavated material (minimum G9 quality) , compacted in 150mm layers (93% MDD, 100% for sand)

B) Type B2: PEDESTRIAL FOOTWAY (Segmented paving)

- i. Concrete/clay paving blocks on 25mm sand.
- ii. 125 mm G5 subbase compacted to 98% MDD.
- iii. 150mm G7 compacted to (95% MDD, 100% sand)
- iv. Excavated material (minimum G9 quality) , compacted in 150mm layers (93% MDD, 100% for sand)

C) Type B3: STABILISED GRAVEL WC

- i. 75mm stabilised gravel wearing course (3-4% cement by mass)
- ii. 150mm G7 compacted to (95% MDD, 100% sand)
- iii. Excavated material (minimum G9 quality) , compacted in 150mm layers (93% MDD, 100% for sand)

31.1.2.3 Verges (Non-paved areas)

D) Type B4: UNMADE VERGE

- i. Excavated material (minimum G9 quality) , compacted in 150mm layers (93% MDD, 100% for sand)

31.1.2.4 Cultivated and Grassed Areas

31.1.2.4.1 Unless otherwise agreed, cultivated areas containing shrubs, plants or bulbs affected by trenching shall be reinstated using the same or similar species.

31.1.2.4.2 Grassed areas shall be reinstated using the original turf, replacement turf or an equivalent seed, depending on weather and growing season.

31.1.2.4.3 Where grassed areas have previously been mown, the reinstated surface shall be demonstrably free from stones greater than 20 mm nominal size. All other debris arising from the works shall be removed from the site.

31.1.3. REINSTATEMENT DESIGNS

31.1.3.1 Road, Parking Bay, Cycle Way and Public Transport Embayment Pavement Layers A road pavement reinstatement shall consist of:

- a) Backfill (Subgrade)
- b) Road pavement layers including at least one of the following layers:

- i. selected layer
- ii. subbase
- iii. base
- iv. asphalt surfacing

- c) Wearing course including

- i. tack coat and asphalt wearing course

- d) Concrete base/wearing course
- e) Block paving base/wearing course

Road carriageways shall be reinstated in accordance with the details provided.

31.1.3.2 Footways (Sidewalks), Medians and Pedestrian Access Crossing Pavement Layers Footway, medians and pedestrian access crossing reinstatements shall consist of:

- a) Backfill (Subgrade)
- b) Layers including at least one of the following layers:

- i. Subbase

- c) Surfacing including

- i. Asphalt, brick or block paving

Footways, medians and pedestrian access crossings shall be reinstated to match the existing type of layer works and surfacing or be in accordance with the details provided and as agreed by the Road Authority. See below clauses in this regard.

31.1.4. Designs for Reinstatement

31.1.4.1 Pavement Layers

The types of reinstatement applicable to the classes of road are indicated in Table 1. Refer to Drawing RD16.2 for the various reinstatements methods of trenches in pavement structures.

TABLE 1: REINSTATEMENT REQUIREMENTS

Reinstatement Type		Description	Road Class				
			1	2	3	4	5A
ROADWAYS, PARKING BAYS, CYCLE WAYS AND PUBLIC TRANSPORT EMBAYMENTS							
Type A1	Road						
Type A2	Road					See note 2 & 4	See note 2 & 4
Type A3	Road			See note 2 & 4	See note 2 & 4		
	FOOTWAYS(SIDEWALKS), MEDIANS AND PEDESTRIAN ACCESS CROSSINGS						
Reinstatement Type		Description	Road Class				
			1	2	3	4	
Type B1 Type B2 Type B3	Footways, medians and pedestrian access crossings						SEE NOTE 4
VERGES							
Type B4	Verges						SEE NOTE 4

- The specified layer works should be considered as a guideline. Once the existing layer works of the roadway have been determined, the engineer shall submit a final layer works reinstatement proposal to the approval authority.
- Asphalt Surface layers shall be mechanically sawcut prior to the breaking up of the existing layers and again before the placing of the final asphalt layer.
- Asphalt joints: Joint shall be cut in straight lines, parallel or at right angles to the centreline, using a mechanical positioned on the lane marking.
Longitudinal asphalt joints shall not be positioned in any vehicle wheel-paths, joints shall be positioned on the lane marking. Cut edges of asphalt joints shall receive a coat of rubberized bitumen emulsion along the entire vertical face, prior to the asphalt being placed.
- All "cold" asphalt joints to be properly sealed with a waterproofing sealant to prevent the ingress of water. The sealant shall be undiluted and brush-applied at 0.71L/meter square, at a minimum width of 100mm.
- Trench width shall depend on the service to be installed., for stormwater, sewer and water services, sufficient side allowance shall be provided, to ensure adequate compaction.

For services ducts, refer to clause 7.6 of the specification

31.1.5. ROAD CLASSES

The road classes used by the City of Cape Town are given in the table below.

TABLE 2: ROAD CLASSES

Class		Equivalent terminology
1	Expressway	Freeway, trunk road, highway, primary metropolitan distributor
2	Primary Arterial	Urban freeway, motorway, metropolitan arterial, major/principal arterial, Urban freeway, motorway, metropolitan arterial, major/principal arterial, primary distributor, metropolitan distributor
3	Secondary Arterial	Minor arterial, major collector, higher mobility activity spine, urban district distributor
4	Minor road	Local distributor, minor collector, neighbourhood connector, CBD road, industrial road, lower mobility activity spine, urban collector
5A	Commercial streets	Minor Commercial street, Commercial street, Commercial access activity street, Commercial access street
5B-D	Residential street	Minor street, local street, urban local access activity street, urban access street

31.1.6. MATERIALS

The contractor shall supply and deliver to site all reinstatement material, rate of reinstatement shall be inclusive of all costs to be able to complete reinstatement works.

31.1.6.1 Backfill (Subgrade)

Trench backfill material shall consist of a suitable material of similar or better quality than that originally excavated from the trench. Material excavated from trenches may be used as backfill in all areas, provided that it complies with the requirements of a G9 material in accordance with SANS 1200 M.

31.1.6.2 Subbase

Subbase material shall comply with the requirements with of SANS 1200 ME for a G5 material. Cement used for stabilization shall be type CEM II 32, 5.

31.1.6.3 Base

- i. Base material shall comply with the requirements of SANS 1200 MF for a G4 material with a 26,5mm maximum aggregate size.
- ii. Binders shall comply with the requirements of SANS 1200 MH. Material for prime, as may be required, shall be either MC 30 or RTH1/4P. Material for tack coats shall be 30% stable grade bitumen emulsion. The bituminous binder for asphalt shall be 50/70 penetration grade bitumen for base and wearing course and MC 3000 cut-back bitumen for sidewalk asphalt.

31.1.7. Mix specifications

a) Asphalt Base (BTB)

Asphalt for base shall comply with the requirements of SANS 1200 MH for continuously graded asphalt with a 26, 5 mm maximum aggregate size. Hot mix asphalt shall be used.

b) Wearing Course Areas Subject to Traffic Loads

Asphalt for wearing course shall comply with the requirements of SANS 1200 MH for continuously graded medium asphalt (CCC type a mix). Hot mix asphalt shall be used.

c) Surfacing for Footways (Sidewalks)

Asphalt for footway surfacing shall comply either with the requirements of SANS 1200 MH for continuously graded fine asphalt or with the requirements in (d) below. Hot or cold mix asphalt may be used.

d) Footway asphalt specification

- i. The bituminous binder shall be MC 3000 or other approved cut-back bitumens.
- ii. The aggregate shall be composed of clean, hard, sound particles of an approved durable material, free from organic and calcarious matter and other impurities, and shall contain a mixture by mass of 85% of 6,7 mm aggregate mixed with 15% of an approved crusher dust graded from 3,4 mm to dust. Not more than 2% of the total mix shall pass a 0,075 mm sieve.
- iii. The aggregate shall be properly screened, cubical in shape, free of dust and shall conform to the requirements of Grade 2 stone in Table 1 SANS 1200 M: 1996. The grading shall comply with Table 1 for 6, 7 mm aggregate.
- iv. The proportions of the mix shall be 94, 5 % aggregate and dust and 5,5 % binder by mass.

31.1.8. Material Sources and Mix Designs

- i. Asphalt from approved commercial sources shall generally be used. Proposed mix designs for the materials to be supplied and examples of test results obtained on previous contracts where similar mixes were used shall be provided to the Road Authority on request.
- ii. Test results from the supplier demonstrating the compliance, of the asphalt actually supplied to the works, with the requirements of this specification shall be provided to the Road Authority on request.
- iii. If commercial sources are not to be used, mix design proposals shall be submitted for approval prior to the commencement of any work.

31.1.9. Segmented Paving and Edgings

31.1.9.1 Pavers

- i. Where existing paving has to be reinstated the existing type shall be matched as far as possible in terms of shape, colour, type and surface texture. Otherwise the type of reinstatement shall be in accordance with this specification and the standard materials indicated below shall be used as agreed with the Road Authority.
- ii. Standard brick pavers shall be 222 mm x 106 mm x 73 mm and shall conform to SANS 227: Burnt Clay Masonry Units (latest edition) as applicable to Class FBX – E-30 bricks.
- iii. Standard concrete block pavers shall be of a type specifically manufactured for paving. They shall be approximately 200 mm long and 100 mm wide. Their thickness shall be 80 mm. The blocks shall conform to SANS 1058: Standard Specification for Cement Paving Blocks (latest edition) Class 35 or the Precast Concrete Block Paving Construction guidelines. In residential areas standard 100 mm x 100 mm precast concrete cobbles may be used.

31.1.9.2 Edgings

- i. Where existing edging has to be reinstated the existing type shall be matched as far as possible in terms of shape and type. Otherwise the type of edging shall be in accordance with this specification and the standard materials indicated below shall be used as agreed with the Road Authority.
- ii. Standard edging bricks shall not be of lesser quality than Grade NFX (as per the current edition of SANS 227: Burnt Clay Masonry Units).
- iii. Standard precast concrete edgings shall be of cross sectional dimensions 250 mm x 100 mm or 150 mm x 75 mm complying with the relevant requirements of SANS 927. Cross sections of precast footway edgings are shown on the standard drawing R1A.
- iv. The standard length edgings shall be 1 m except as specified hereinafter. Where the radius of a bend has a value between 600 mm and 30 m, the precast sections shall be supplied in 300 mm lengths and laid in segments to form the circular curve.

31.1.10. Kerbs and Other Precast Components

All kerbs or other precast components shall be reinstated in accordance with the requirements of the applicable section of SANS 1200.

31.1.11. Concrete Roads

Unless otherwise agreed concrete roads shall be reinstated with a concrete base/wearing course of a similar thickness to the existing pavement. The details of the reinstatement required including layer type, thickness and joints shall be agreed with the Road Authority.

31.1.12. Gravel or Hardened Verges

Unless otherwise agreed all gravelled or otherwise hardened verges or other areas shall be reinstated to match the thickness and type of material removed.

31.1.13. Concrete Slab Footways

Where concrete slab surfaces are affected and the existing materials cannot be removed and reused without significant damage the applicable method of reinstatement shall be agreed with the Road Authority.

ADDENDUM A TO SPECIFICATION

The City of Cape Town is divided into three (3) Service Areas (East, North, and South) including Eskom supplied areas the present boundaries of which are indicated on the attached addendum. The layout of Eskom areas and their main suburbs are on table 1 whereas the City of Cape Town's distribution areas are as shown in table 2.

Table 3 shows minimum quantities of high mast per main suburb and their geographic locations are represented in the map below (Addendum A.1 – Highmast demarcation). These are historical quantities of highmast based on available data and not indicative of future volume of work. The information is extracted from the City of Cape Town's SAP system. It must be noted that the information reflected on Table 3 is not a commitment but is only for information purposes.

TABLE 1: LIST OF ESKOM AREAS

BOTHASIG ESKOM AREA	MAIN SUBURB
	Blouberg
	Table View
	Milnerton
	Joostenberg Vlate
	Malmersberg Farms
	Farms
BLUEDOWNS ESKOM AREA	MAIN SUBURB
	Macassar
	Blackheath
	Eerste River
	Khayelitsha

TABLE 2: CITY OF CAPE TOWN DISTRIBUTION AREAS

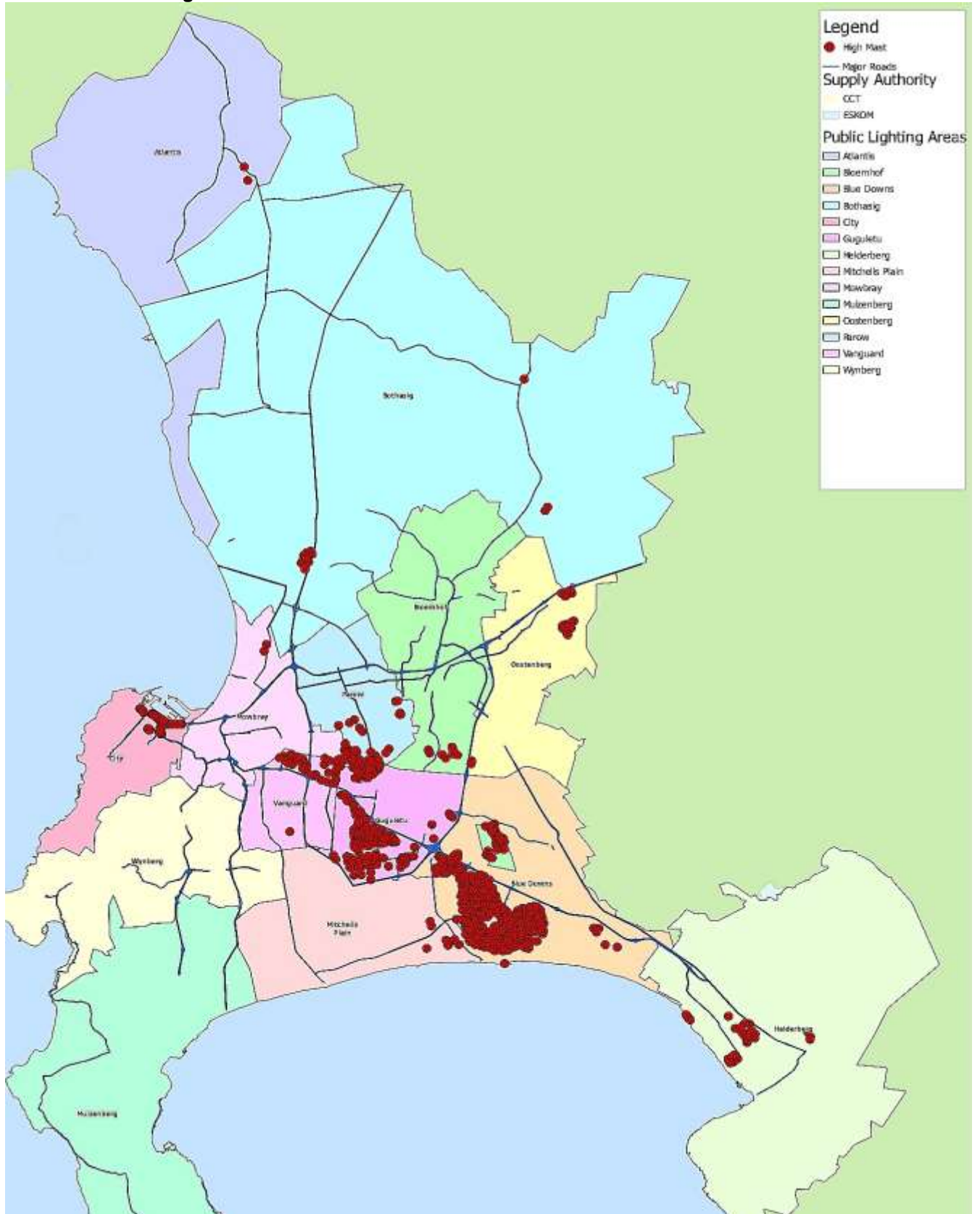
DISTRIBUTION AREA EAST	DISTRICTS	MAIN SUBURB
	Bloemhof	Bellville, Durbanville, Mfuleni, Belhar Extensions 18-23, Stellenbosch Arterial
	Parow	Goodwood, Ravensmead, Elsiesriver Industrial, Bishop Lavis, Matroosfontein, Ruyterwacht, Baronetcy Estate
	Helderberg	Somerset West, Strand, Gordon's Bay, Macassar

	Oostenberg	Brackenfell, Kuilsriver, Kraaifontein, Bloekombos, Wallacedene, Scottsdene
DISTRIBUTION AREA NORTH	Atlantis	Atlantis including Atlantis Industrial, Pella and Mamre, Blouberg, Melkbosstrand
	City	Cape Town CBD, Green Point, Sea Point, Wood Stock
	Mowbray	Mowbray, Epping, Milnerton, Pinelands
	Vanguard	Landsdowne, Athlone, Vanguard, Gugulethu West, Langa, Hanover Park
DISTRIBUTION AREA SOUTH	Gugulethu	Gugulethu, Phillipi, Kosovo, New Cross Roads, Phillipi Industria, Delft, Borcheds Quarry Road, Boquinar Industrial Area, The Hague
	Mitchells Plain	Grassy Park, Mitchells Plain, Strandfontein, Phillipi Farms
	Muizenberg	Simons Town, Noordhoek, Muizenberg, Tokai
	Wynberg	Llandudno, Hout Bay, Constantia, Wynberg, Diep River, Plumstead, Newlands

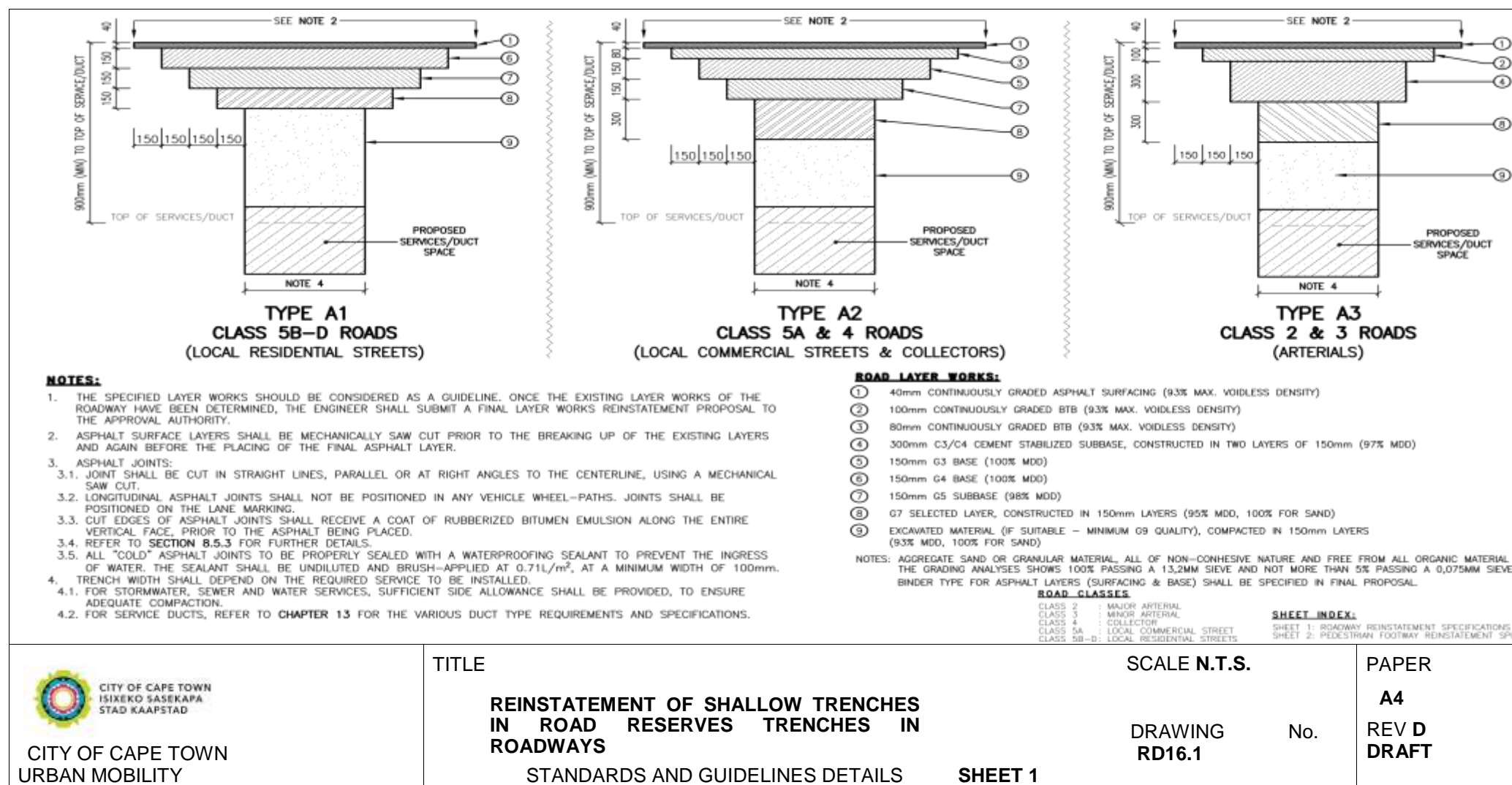
TABLE 3: HIGH MASTS PER MAIN SURBURB

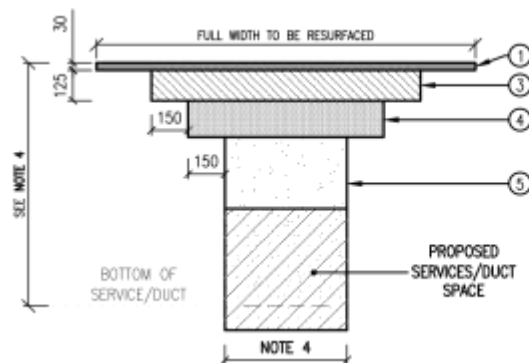
MAIN SURBURB	QTY	MAIN SURBURB	QTY	MAIN SURBURB	QTY
Belhar	8	Khayelitsha	196	Phillipi (Vietnam)	1
Phillipi (Browns Farm)	22	Khayelitsha - BM Section	1	Wallacedene	20
Matroosfontein (Bonteheuwel)	10	Khayelitsha - Ekuphuleni	1	Eerste River (Bardale)	9
Cape Town	105	Khayelitsha - Enkanini	3	Bishop lavis	30
Mfuleni - Garden City	1	Khayelitsha - Harare	1	Mfuleni (Burundi)	6
Joe Slovo Milnerton	2	Khayelitsha - Kuyasa	2	New crossroads (Crossroads)	17
Gugulethu Kanana	9	Khayelitsha - Makhaza	17	Delft (Eindhoven)	3
Bishop Lavis (Kalksteenfontein)	2	Khayelitsha - Site B	5	Delft (Suburban Delft)	1
Kosovo	3	Khayelitsha - Site C	5	The Hague	4
Kraaifontein (Kraaifontein Industrial)	5	Khayelitsha, Eyethu	1	Blouberg (Doornbach)	3
Langa	17	Khayelitsha, Harare	1	Mfuleni (Driftsands)	6
Macassar	2	Khayelitsha, iLitha Park	1	Blouberg (Dunoon)	11
Mitchells Plain	8	Khayelitsha, Khaya	1	Elsiersriver (Avonwood)	2
New Crossroads	8	Khayelitsha, Kuyasa	10	Elsiersriver (Leonsdale)	2
Matroosfontein (Netreg)	2	Khayelitsha, Mandela Park	3	Elsiesriver Industrial (Eureka)	1
Phillipi (Samora Machel)	2	Khayelitsha, Zwelitsha	1	Durbanville (Fisantekraal)	2
Mfuleni (Shukushukuma)	6	Durbanville (Klipheuwel)	1	Philippi East	4
Phillipi (Sweet Homes)	2	Gugulethu (KTC)	6	Philippi East (Better Life)	3
Strand (Strand Beach Rd)	20	Strand (Lwandle)	10	Matroosfontein (Nooitgedacht)	3
Strand	6	Matroosfontein	9	Somerset West (Sir Lowry's Pass)	3
Bellville (Tygervally Hospital)	5	Macassar	5		
Elsiersriver (Uitsig)	2	Strand (Nomzano)	4		

Addendum A.1 – Highmast demarcation

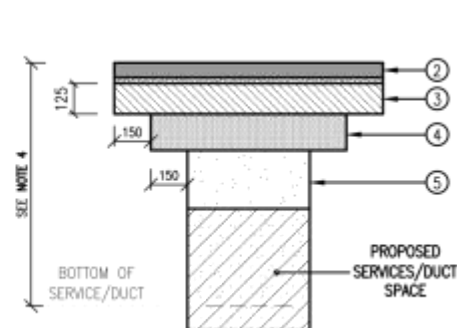


ADDENDUM B TO SPECIFICATION FOR THE REINSTATEMENT OF TRENCHES IN ROAD RESERVES

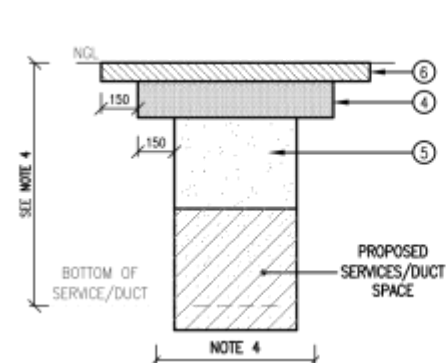




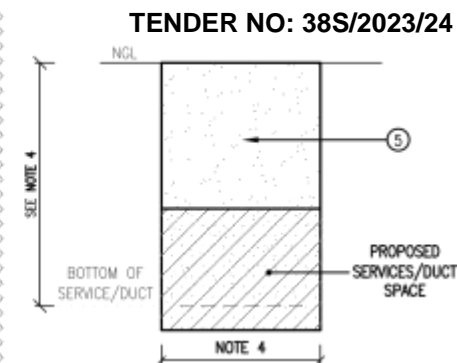
**TYPE B1:
PEDESTRIAN FOOTWAY
(ASPHALT)**



**TYPE B2:
PEDESTRIAN FOOTWAY
(SEGMENTED PAVING)**



**TYPE B3:
STABILISED GRAVEL WC**



**TYPE B4:
UNMADE VERGE**

NOTES:

1. THE SPECIFIED LAYER WORKS SHOULD BE CONSIDERED AS A GUIDELINE. ONCE THE EXISTING LAYER WORKS OF THE ROADWAY HAVE BEEN DETERMINED, THE ENGINEER SHALL SUBMIT A FINAL LAYER WORKS REINSTATEMENT PROPOSAL TO THE APPROVAL AUTHORITY.
2. WHERE THE WIDTH OF THE FOOTWAY IS LESS THAN 2m, THE ENTIRE WIDTH OF THE SURFACING SHALL BE REPLACED (ONLY APPLICABLE TO ASPHALT FOOTWAYS).
3. ASPHALT JOINTS:
 - 3.1. ALL JOINTS SHALL BE SAW CUT PRIOR TO THE PLACING OF THE NEW ASPHALT LAYER.
 - 3.2. ALL JOINTS SHALL BE CUT PERPENDICULAR ACROSS THE FOOTWAY (NO DIAGONAL JOINTS SHALL BE ACCEPTED).
 - 3.3. REFER TO SECTION 8.5.3 FOR FURTHER DETAILS.
 - 3.4. ALL "COLD" ASPHALT JOINTS TO BE PROPERLY SEALED WITH A WATERPROOFING SEALANT TO PREVENT THE INGRESS OF WATER. THE SEALANT SHALL BE UNDILUTED AND BRUSH-APPLIED AT $0.71L/m^2$, AT A MINIMUM WIDTH OF 100mm.
4. TRENCH WIDTH SHALL DEPEND ON THE REQUIRED SERVICE TO BE INSTALLED.
 - 4.1. FOR STORMWATER, SEWER AND WATER SERVICES, SUFFICIENT SIDE ALLOWANCE SHALL BE PROVIDED, TO ENSURE ADEQUATE COMPACTION.
 - 4.2. FOR SERVICE DUCTS, REFER TO CHAPTER 13 FOR THE VARIOUS DUCT TYPE REQUIREMENTS AND SPECIFICATIONS.
5. TRENCH DEPTH:
 - 5.1. SHALL BE LIMITED TO 1m FOR TELECOMMUNICATION SERVICES.
 - 5.2. WHERE UNSTABLE GROUND CONDITIONS EXIST, SHORING/PROTECTION SHOULD BE APPLIED IN ORDER TO PROTECT ADJACENT STRUCTURES.

PEDESTRIAN FOOTWAY LAYER WORKS:

- ① 30mm CONTINUOUSLY FINE GRADED ASPHALT SURFACING
- ② CONCRETE/CLAY PAVING BLOCKS ON 25mm SAND
- ③ 125mm G5 SUBBASE COMPACTED TO 98% MDD
- ④ 150mm G7 COMPACTED COMPACTED TO 95% MDD (100% FOR SAND)
- ⑤ EXCAVATED MATERIAL (IF SUITABLE - MINIMUM G9 QUALITY), COMPACTED IN 150mm LAYERS (93% MDD, 100% FOR SAND)
- ⑥ 75mm STABILISED GRAVEL WEARING COURSE (3-4% CEMENT BY MASS)

NOTES: AGGREGATE SAND OR GRANULAR MATERIAL, ALL OF NON-COHESIVE NATURE AND FREE FROM ALL ORGANIC MATERIAL OF WHICH THE GRADING ANALYSES SHOWS 100% PASSING A 1.3,2MM SIEVE AND NOT MORE THAN 5% PASSING A 0,075MM SIEVE.
BINDER TYPE FOR ASPHALT SURFACING SHALL BE SPECIFIED IN FINAL PROPOSAL.

SHEET INDEX:

SHEET 1: ROADWAY REINSTATEMENT SPECIFICATIONS
SHEET 2: PEDESTRIAN FOOTWAY REINSTATEMENT SPECIFICATIONS



CITY OF CAPE TOWN
URBAN MOBILITY

TITLE

**REINSTATEMENT OF SHALLOW TRENCHES IN ROAD
RESERVES TRENCHES IN PEDESTRIAN FOOTWAYS
AND VERGES**

STANDARDS AND GUIDELINES DETAILS

SCALE N.T.S.

DRAWING No.
RD16.2

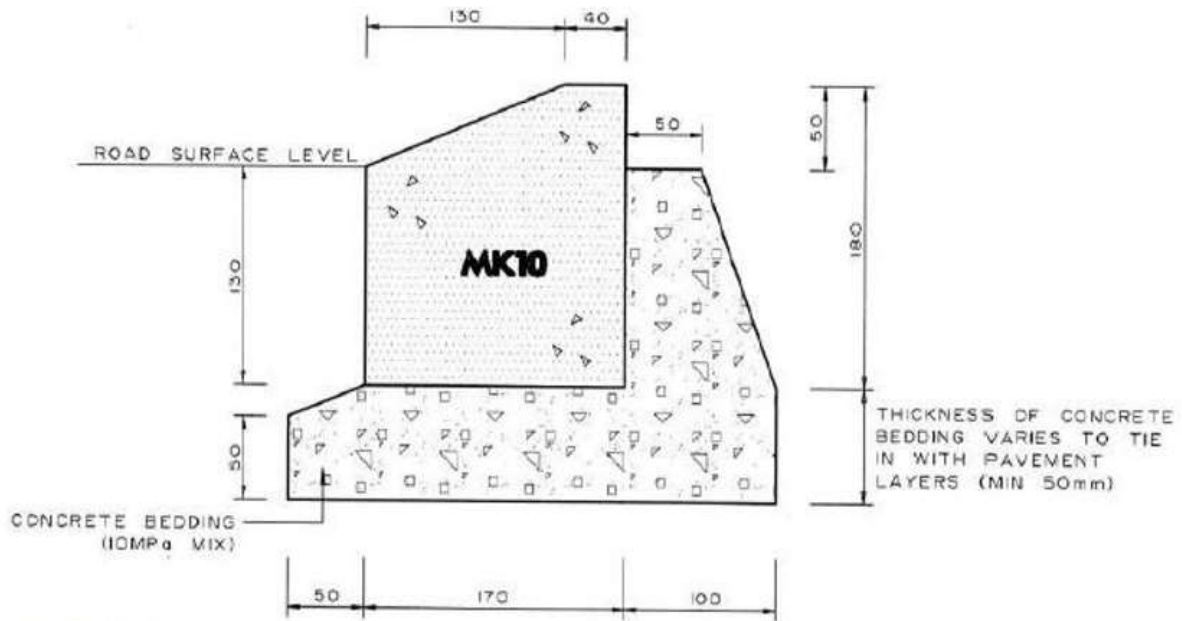
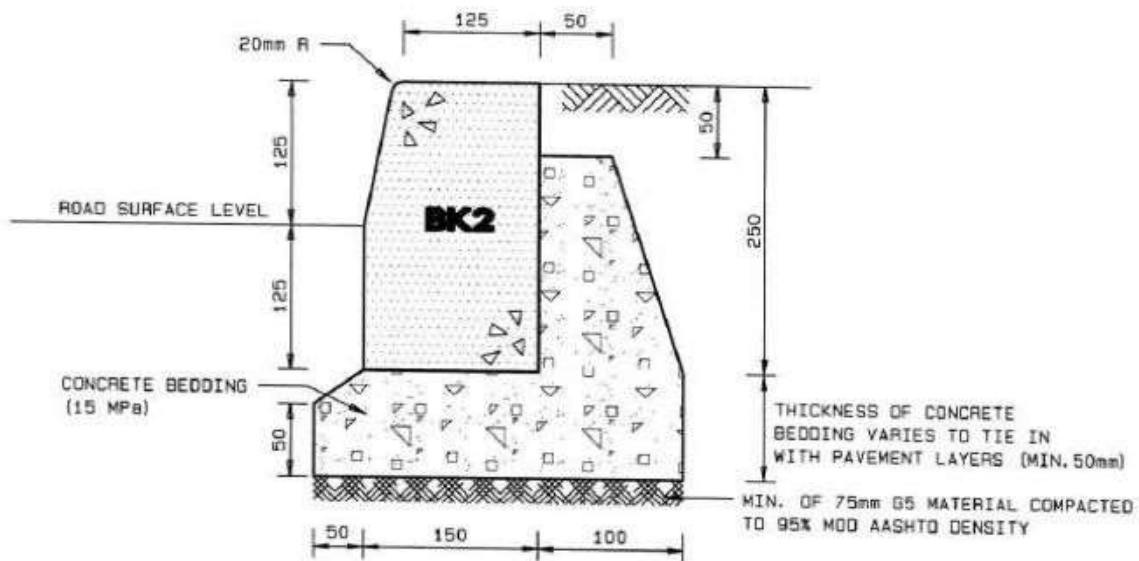
PAPER A4

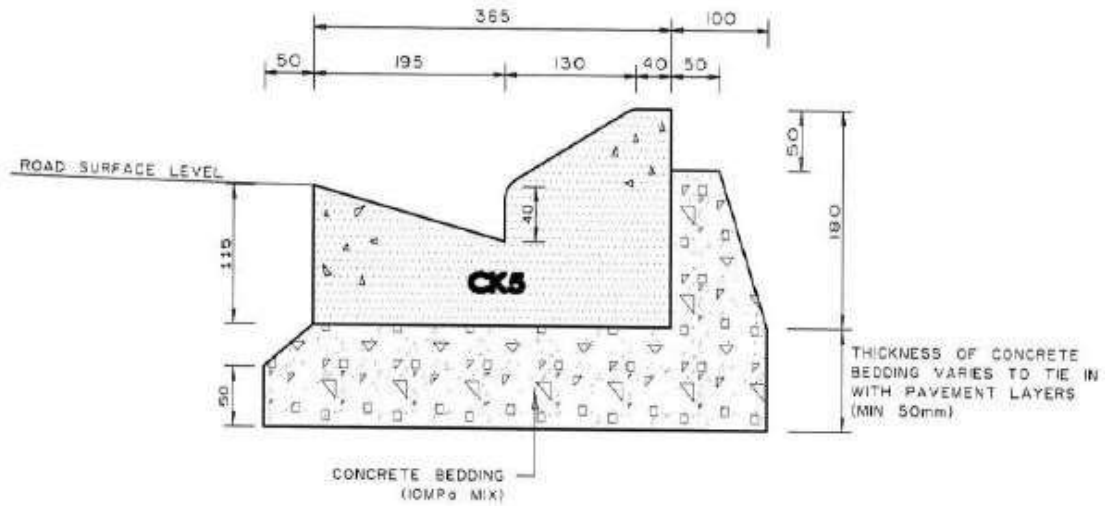
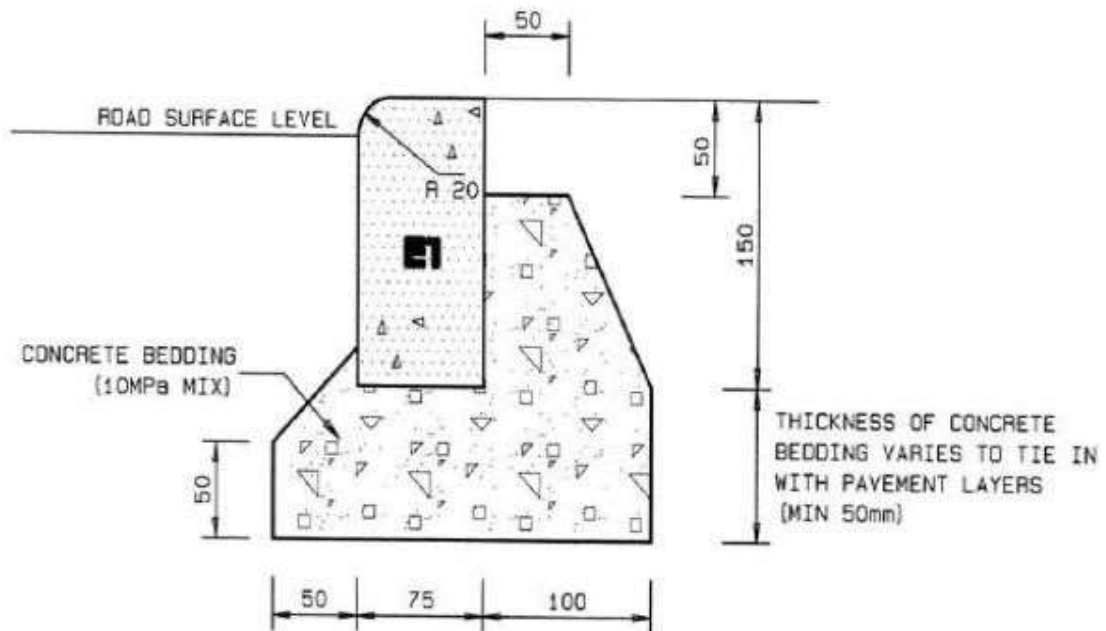
REV D
DRAFT

SHEET 2

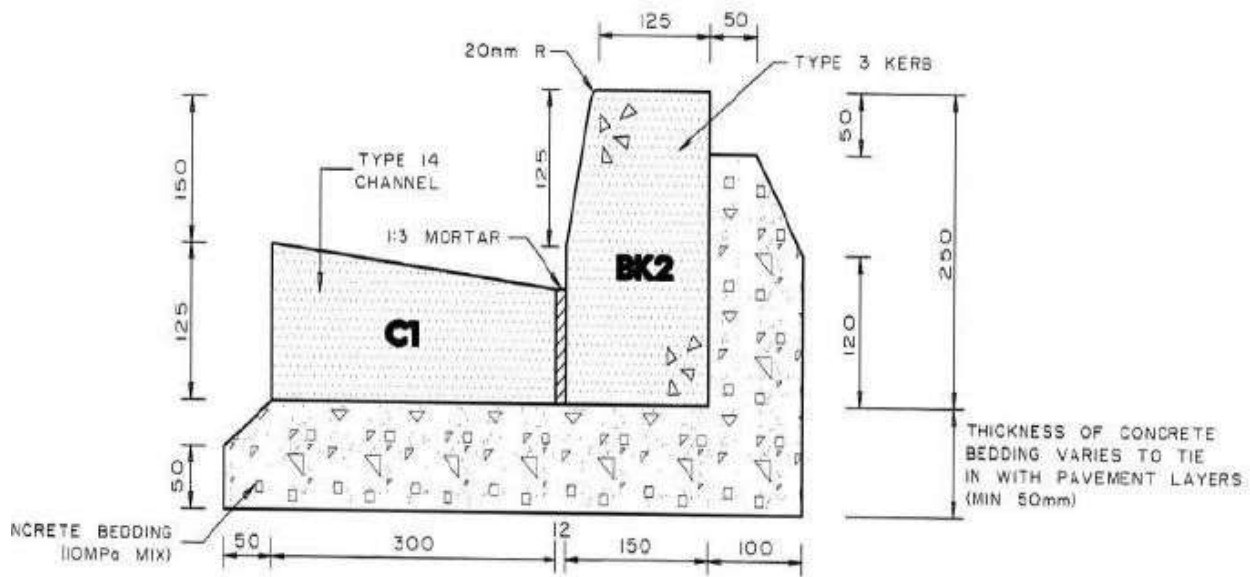
32. ADDENDUM C SPECIFICATION – REINSTATEMENT OF KERBS AND CONCRETE BOLLARS

The following drawings shall be applicable to the re-instatement of kerbs, edging and concrete bollards.
The contractor shall supply and deliver to site the material required to do the re-instatement.

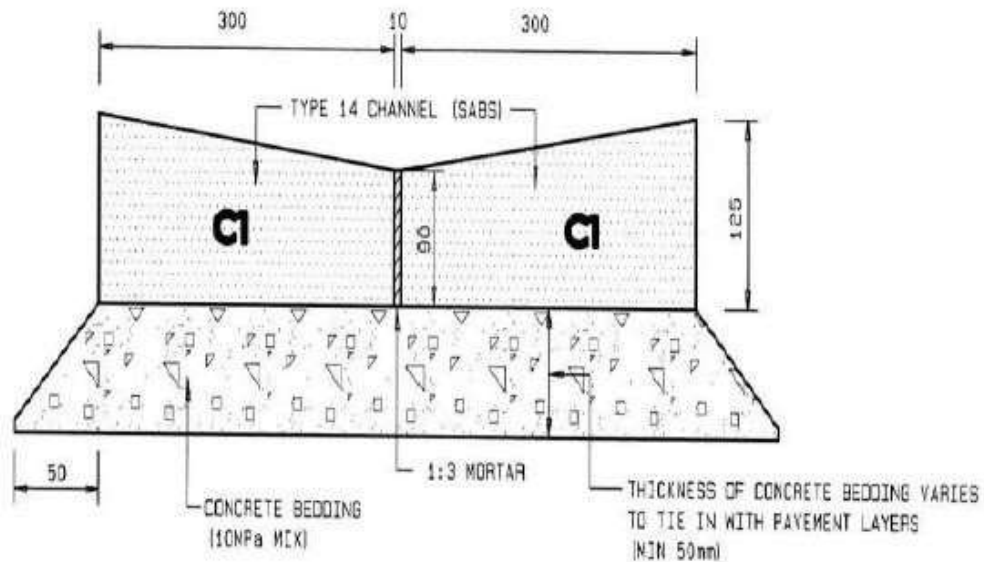
32.1 DETAIL OF KERBS**MOUNTABLE KERB****BARRIER KERB**

COMBINATION KERB**EDGE KERB**

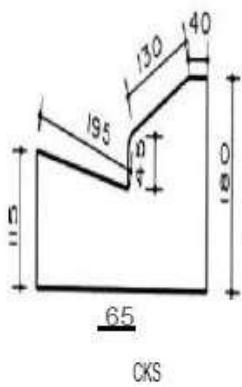
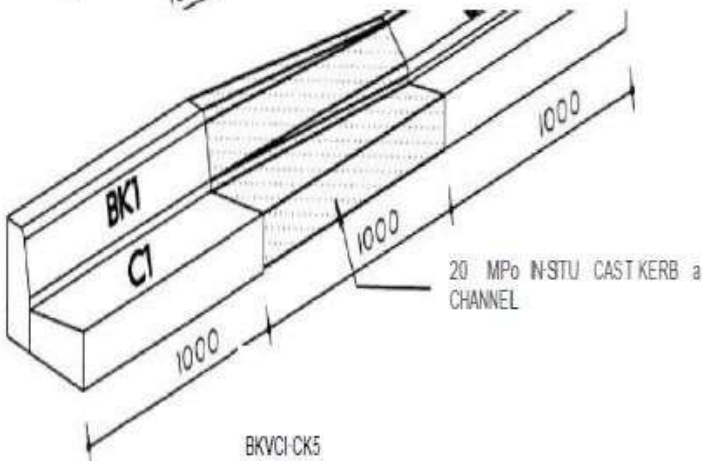
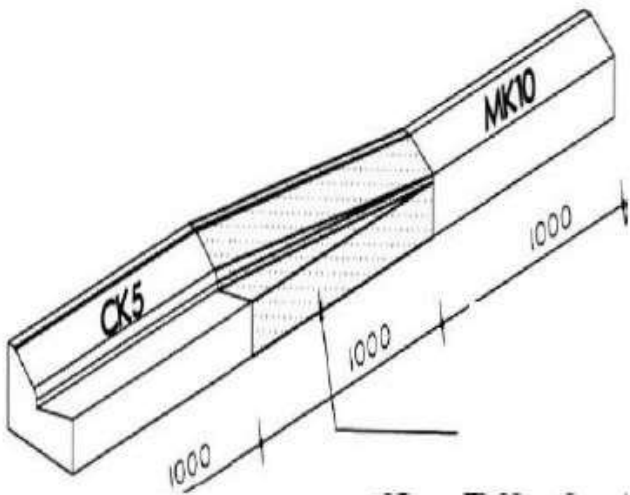
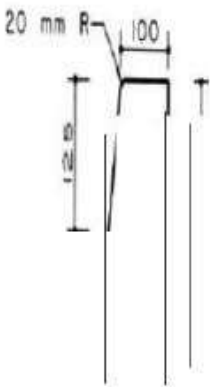
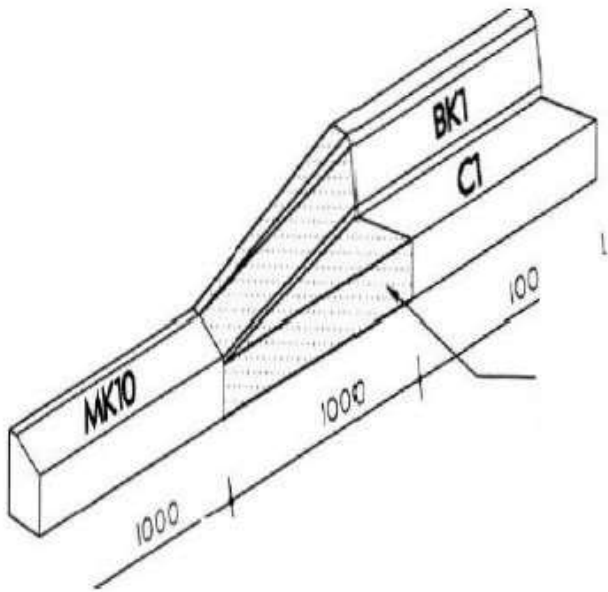
BARRIER KERB AND CHANNEL



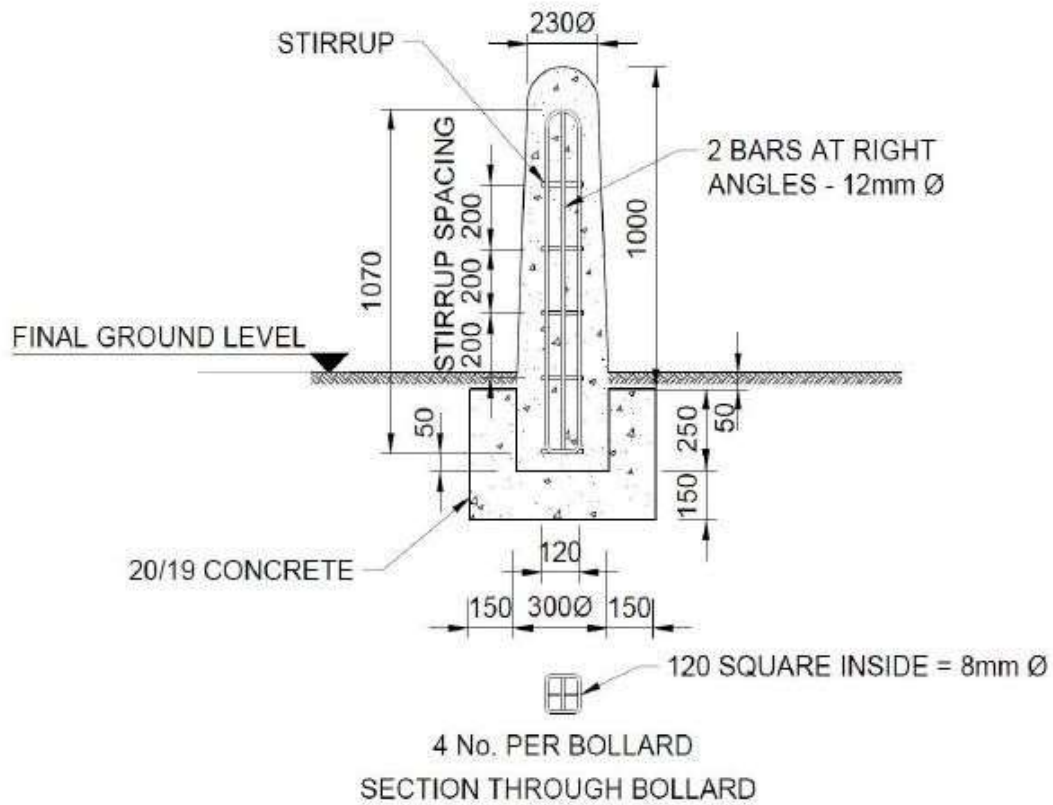
V-CHANNEL



TRANSITION KERBS

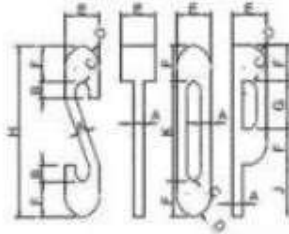


DETAIL OF BOLLARD

DETAIL OF BOLLARD

SCALE 1:25

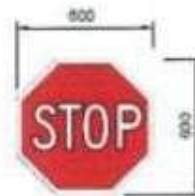
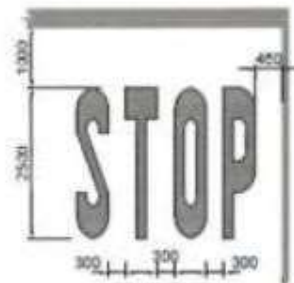
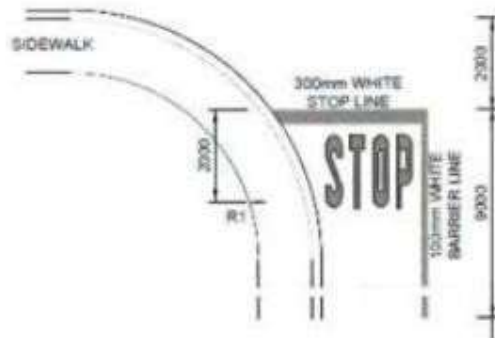
ADDENDUM D SPECIFICATION – ROAD MARKINGS



DIMENSIONS (mm)									
H	A	B	C	D	E	F	G	J	K
2,500	150	235	200	355	510	520	705	755	1,450
4,000	150	370	200	355	510	835	1,125	1,255	2,330
6,500	150	520	200	355	510	1,145	1,545	1,685	3,210

TABLE RMA		
PREVAILING SPEED OF TRAFFIC km/h	TYPICAL APPLICATIONS OF ROAD MARKINGS	MINIMUM HEIGHT OF ROAD-MARKING LETTERS AND NUMBERS (m)
70	RURAL OR URBAN ARTERIAL	4.5
90	EXPRESSWAY	5.0

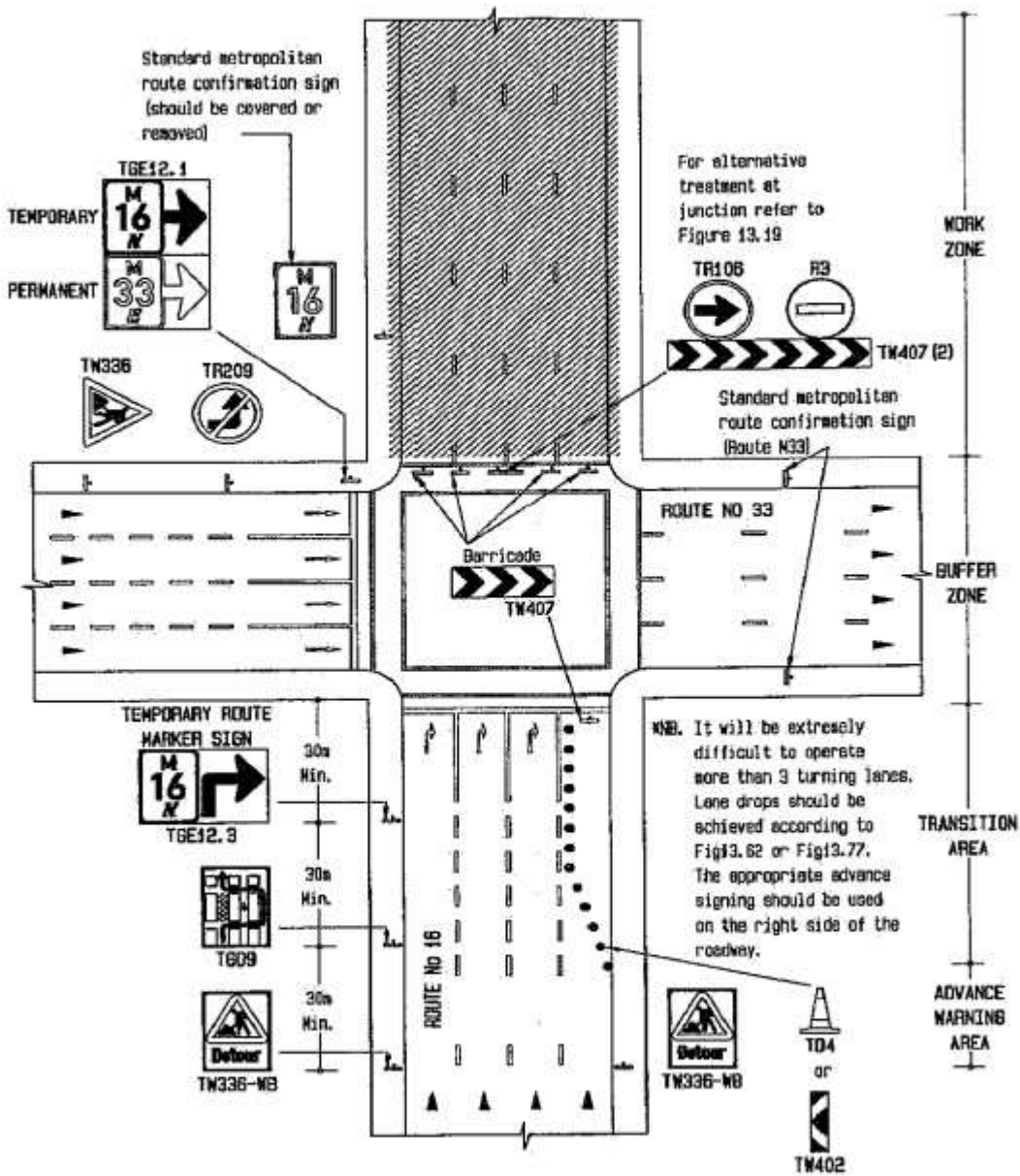
NOTE:
THE SIZE OF LETTERS SHOULD VARY ACCORDING TO THE SPEED OF THE VEHICLE USING THE ROAD AS INDICATED IN TABLE RMA ABOVE. THE DISTANCE BETWEEN LETTERS SHALL BE 300mm.



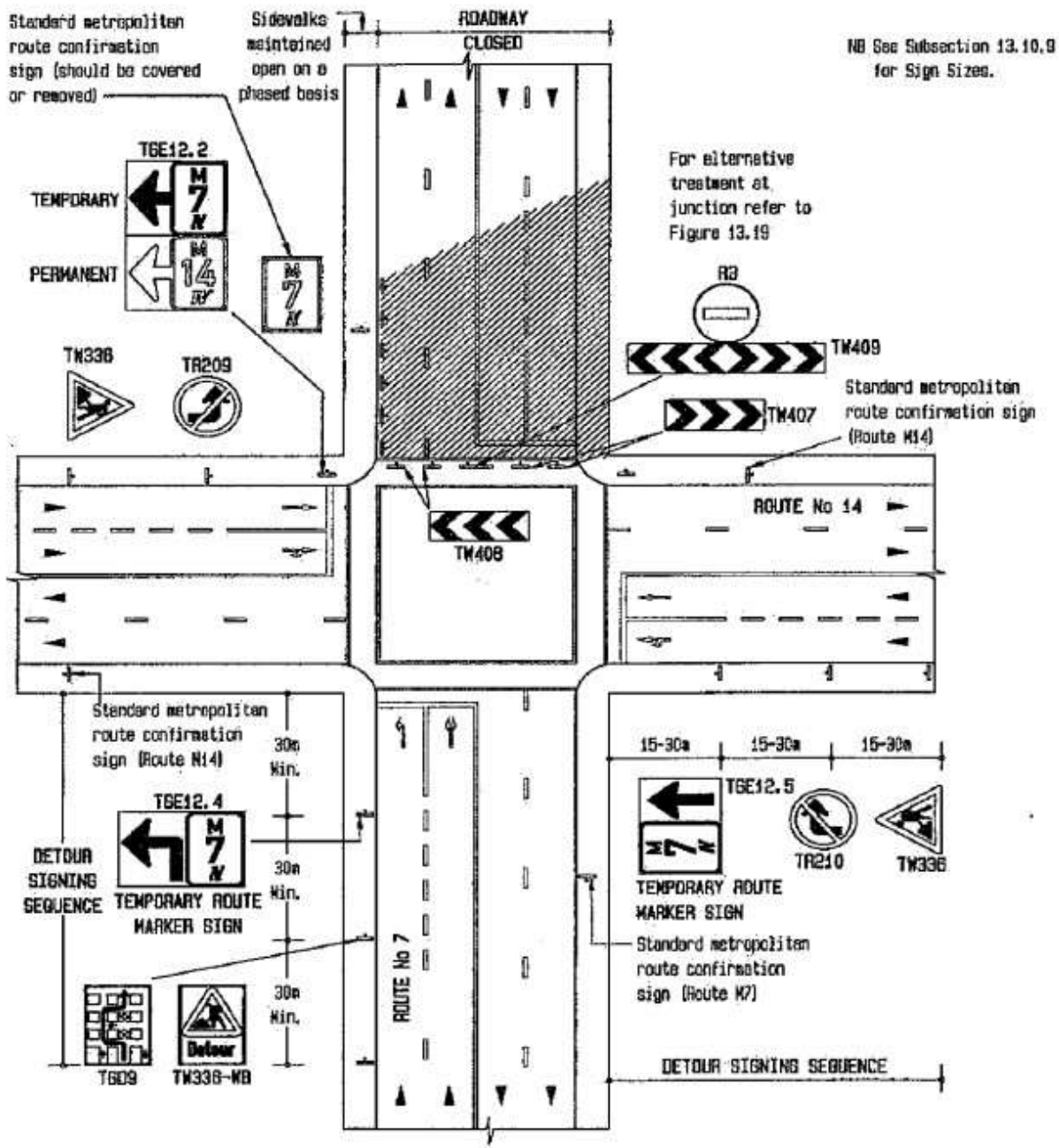
ADDENDUM E SPECIFICATION – TRAFFIC CONTROL

FULL ROAD CLOSURE

Type A



FULL ROAD CLOSURE Type B



Detail 13.53.1
- Two Way Roads

PARTIAL ROAD CLOSURE

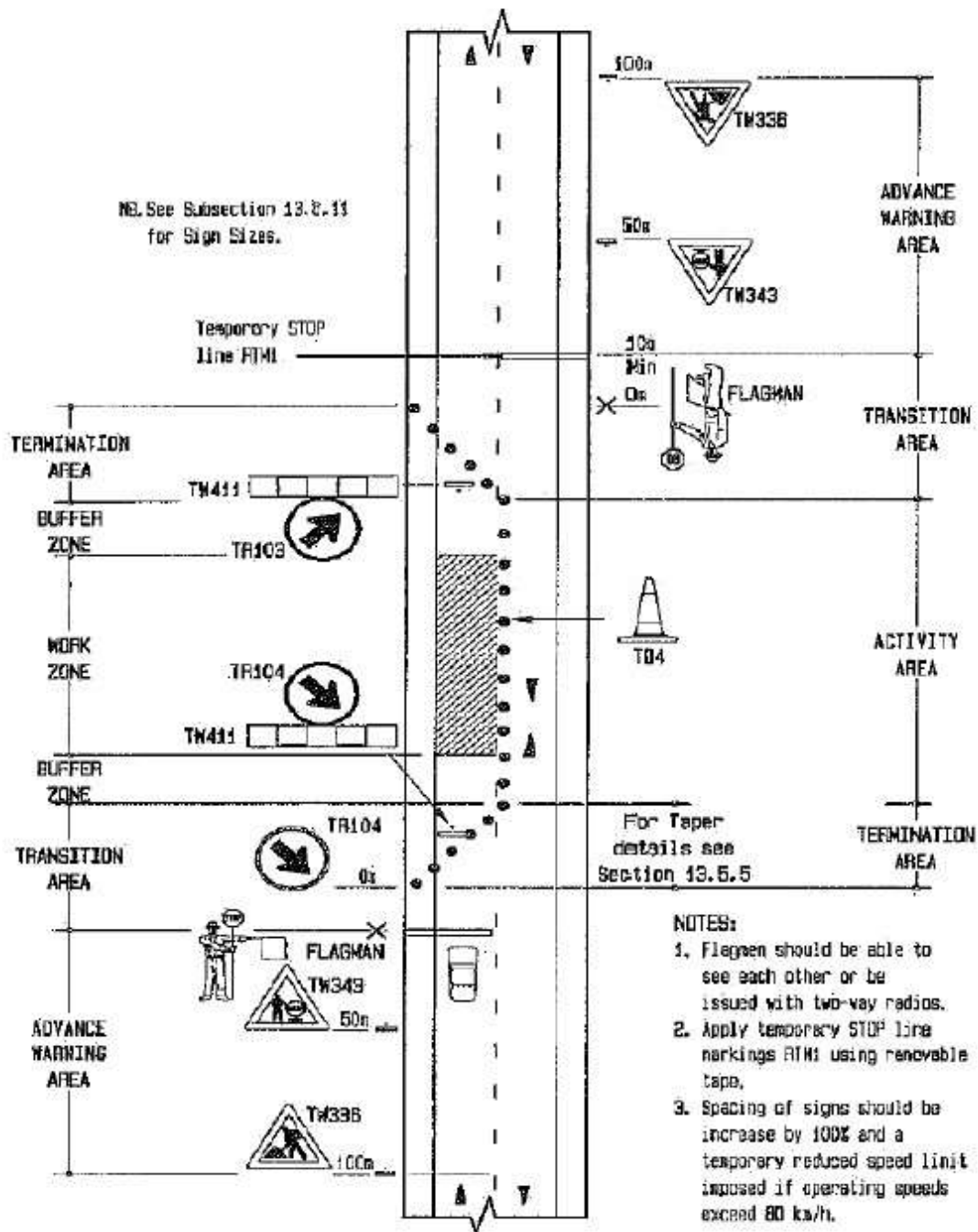


Fig. 13.40 STOP/RY-GD Traffic Control - Minor Works

33. ADDENDUM F SPECIFICATION – HIGHMAST LIGHT MAINTENANCE ACTIVITIES

The following activities shall be performed as part of the preventative maintenance of high mast lighting installations as directed by the City's City of Cape Town Representative. The costs for performing all of the functions shall be claimed as quoted on the schedule of rates (items 15)

33.1 High mast inspection/maintenance Task List

Operation description	Inspection/ Maintenance	Recommended frequency
Take photo of mast bottom 10m & ID number	Inspection	6 months
Inspect winch & lifting equipment	Inspection	6 months
Inspect mast for vertical alignment	Inspection	6 months
Inspect area around mast	Inspection	6 months
Visually inspect mast for damage	Inspection	6 months
Visually inspect mast for corrosion	Inspection	6 months
Inspect mast door for damage	Inspection	6 months
Inspect door locking bolts	Inspection	6 months
Inspect mast door for corrosion	Inspection	6 months
Inspect Distribution Board for damage & clean	Inspection	6 months
Inspect warning labels	Inspection	6 months
Inspect MCB's and contactors for damage	Inspection	6 months
Check and tighten DB connections	Inspection	6 months
Take photo of DB with door open	Inspection	6 months
Check earthing	Inspection	6 months
Check lamp cage: docked in top position	Inspection	6 months
Check safety chains	Inspection	6 months
Check turnbuckles	Inspection	6 months
Check rigging equipment correctly installed	Inspection	6 months
Check concrete base for structural damage	Inspection	6 months
Inspect grouting for cracks and porosity	Inspection	6 months
Inspect foundation bolts for corrosion	Inspection	6 months
Check all base nuts are secure, report	Inspection	6 months
Inspect gussets for corrosion & cracks	Inspection	6 months
Inspect base plate for corrosion & cracks	Inspection	6 months
Inspect mast shaft for corrosion & cracks	Inspection	6 months
Re-corrosion proof as required	Inspection	6 months
Inspect s/s rope anchor points for damage	Inspection	6 months
Inspect s/s rope anchor points for rust	Inspection	6 months
Inspect s/s rope for frays, corrosion	Inspection	6 months
Lower lamp cage to 1.8m from ground	Inspection	6 months
Confirm pulleys and cage move freely	Inspection	6 months
Raise lamp cage to docking position	Inspection	6 months
Lower lamp cage to 1.8m from ground	Inspection	6 months
Inspect s/s rope anchor points for damage	Inspection	6 months
Inspect s/s rope anchor points for rust	Inspection	6 months
Inspect s/s rope for frays, corrosion	Inspection	6 months
Level lamp cage	Inspection	6 months
Tighten all nuts on cage tension bolts	Inspection	6 months
Inspect male & female 7pin coupler plugs	Inspection	6 months
Inspect light fitting cables for damage	Inspection	6 months

Operation description	Inspection/ Maintenance	Recommended frequency
Inspect splitter J2 box for damage	Inspection	6 months
Inspect trailing cable length	Inspection	6 months
Check trailing cable for damage	Inspection	6 months
Check anchorage points for damage	Inspection	6 months
Check and tighten all nuts and bolts	Inspection	6 months
Inspect lamp cage for corrosion, report	Inspection	6 months
Inspect photocell base for damage	Inspection	6 months
Clean photoelectric cell	Inspection	6 months
Inspect s/s straps for damage, secure	Inspection	6 months
Check that lights are operational	Inspection	6 months
Inspect and tighten lights fixing bolts	Inspection	6 months
Inspect lights for damage, clean glass	Inspection	6 months
Replace defective lamps	Inspection	6 months
Take photo of cage - side 1	Inspection	6 months
Take photo of cage - side 2	Inspection	6 months
Raise lamp cage to docking position	Inspection	6 months
Check supply volt RED-WHITE phase	Inspection	6 months
Check supply volt WHITE-BLUE phase	Inspection	6 months
Check supply volt RED-BLUE phase	Inspection	6 months
Take photo of mast bottom - door open	Inspection	6 months
Close and lock mast door	Inspection	6 months
Inspect supply cable route	Inspection	6 months
Inspect supply cable point of supply	Inspection	6 months
Cleaning around the mast (weed rubble)	Inspection	6 months
Check outside condition of mast (paintwork);	Inspection	6 months
check welding for rust and cracks	Inspection	6 months
dense tape all nuts and bolts on base plates	Inspection	6 months
check that trailing cable is not twisted	Inspection	6 months
Check foundation for any visible damage	Inspection	6 months
Check foundation bolt and nuts for any visible rust	Inspection	6 months
check stainless steel cables and clamps;	Inspection	6 months
Cleaning inside of the high mast pole for dirt on the concrete (bird dropping/dust)	Inspection	6 months
Check the Distribution Board (DB) for burnt/loose connections	Inspection	6 months
check earth leakage is in working order;	Inspection	6 months
check all plugs is in working order;	Inspection	6 months
check male and female plug is in working order-no hot connections;	Inspection	6 months
Switch on by-pass switch and check luminaires;	Inspection	6 months
Check the contactor / photocell if operating properly	Inspection	6 months
Drop the luminaire carriage and make sure if working properly	Inspection	6 months
Check for faulty lamps	Inspection	6 months
Check the compressor glands(visual) for cracks or damages	Inspection	6 months
Check the cable ties around the luminaire carriage for brittleness/brokenness	Inspection	6 months

Operation description	Inspection/ Maintenance	Recommended frequency
Check the wiring in the J2(connection) box for loose wiring or burnt connections or rusted terminal strips	Inspection	6 months
On the floodlight check the lamp holder seals for damages	Inspection	6 months
From the floodlight to the connection box check the flexible lead for damages or brittleness	Inspection	6 months
Insert winch and power tool and lower mast;	Inspection	6 months
Open all fittings and grease bolts and nuts;	Inspection	6 months
Where bolts are broken, drill and tap holes and replace bolts;	Inspection	6 months
Replace faulty chokes, igniters and lamps where necessary;	Inspection	6 months
Check holders for loose connections;	Inspection	6 months
Check nema base and clip in eye and seal with dense tape;	Inspection	6 months
Switch on by-pass switch and check that all luminaires are working;	Inspection	6 months
Check condition of all wiring;	Inspection	6 months
Ensure that ring gear is docked correctly;	Inspection	6 months
Witch on by-pass switch and do final test of luminaires	Inspection	6 months
Fit protector-1_cover over circuit breakers.	Inspection	6 months

Over and above conducting the above activities on the High mast, the contractor shall further inspect and maintain High Mast follow:

Recommended frequency	Type of Inspection
2 yearly	Detailed maintenance inspection as per clause 33.2 of specification
3 monthly	Hydraulic machine and cylinder general inspection as per clause 33.3 of specification
Yearly	Replace hydraulic machine oil filter as per clause 33.3.3 of specification
3 yearly	Bulk lamp replacement (or as recommended by OEM) as per clause 33.4 of specification
3 monthly	Examine / inspect high mast's luminaires hosting assemblies as per clause 33.5 of specification
6 monthly for the first 2 years and yearly thereafter	Structural inspection (construction regulations) as per clause 33.6 of specification

Table 1: Inspection Intervals Guideline (Ref NRS 089-5-1:2016 Section 4.2.2)

33.2 Detailed Maintenance Inspections

- Inspect that all anchor ropes (diameter 14 mm²) which will be attached to the ring gear and base of the high mast are of the correct length and in a good condition;
- Inspect that the high mast alignment block and the jack are in good condition.
- Inspect the high mast and all associated equipment for visual cracks or physical damage.
- Inspect that the hand winch is in a good condition and there are no defects;
- Inspect that the rope on the hand winch is not damaged or frayed;
- Inspect that the eye at the end of the rope has been correctly spliced or correctly crimped
- check structure of mast for damage or defects (fractures on mast);

- if fitted, make sure the high mast is bolted, on the inside of the mast;
- ensure that the mast has a safety block with shaft fitted on the side;
- ensure that the cylinder shaft attachment plate is properly welded onto the bow mast and that there is no damage or visual fractures around this area as this area incurs the most stress while the bow mast is lowered or raised; and
- ensure that the distribution board mounted within the bow mast has a socket outlet that is protected by a 15A circuit breaker and that the socket outlet is in good order.
- ensure the ropes are free and nothing is stuck inside the cones;
- inspect up the mast with a torch for any obstructions;
- ensure that the distribution board is fitted with a socket outlet and that it is protected by a circuit breaker and that the socket outlet is in working order;
- inspect the rope and it's attachments on the base of the mast for stretching too much or broken / worn strands;
- when the access door has been opened check for damage;

33.3 Hydraulic machine and cylinder general inspection

33.3.1 Hydraulic machines inspection

- inspect the hydraulic machine for any visual damage;
- ensure that hose type are of the correct high-pressure;
- inspect the high-pressure hoses for any leaks or general damage;
- inspect all couplings and hose clamps general leaks or damage;
- where there is a pressure gauge fitted, check correct operation of the gauge;
- ensure that the oil is at the correct level;
- before connecting hydraulic hoses to the cylinder, switch on the machine and check for any oil leaks, as well as any unusual noises from the machine;
- make sure the machine is clean and in good order.

33.3.2 Hydraulic cylinder inspection

- visually inspect the cylinder for general damages or cracks;
- check the cylinder for leaks;
- check all couplings and hose clamps to be in place secured;
- check the hydraulic cylinder operation by connecting machine hoses to it and testing the functionality before cylinder is attached to the bow mast;
- inspect the assembly for oil leaks;
- The cylinder must be examined / inspected every three months and the readings shall be entered into a register.
- all defects or damage that occurs must be reported.
- ensure that the cylinder is clean and in working order.

33.3.3 Hydraulic machines maintenance

- Competent person must change the oil filter once a year

- Machine and cylinder must be examined every three months, the readings shall be entered into a register or report.

33.3.4 Winch inspection

- inspect the steel rope for general damage of kinks or fraying;
- check the eye at the end of the rope that it has been correctly spliced or correctly crimped;
- manually test the operation of the gearbox, make sure it is well greased and is operating smoothly;
- ensure that the base plate of the winch has been secured properly;
- visually check the winch for fractures, cracks or damage to parts, if problems are detected, work must be stopped and the senior official advised of the situation and continue once the defects are cleared;
- the winch must be kept clean and in good order at all times.

33.4 Bulk lamp replacement (or as recommended by OEM)

- replace all damaged lamps **(or as recommended by OEM)**
- inspect, repair and maintain all light fittings on the High mast as required;
- after the light fittings have been repaired and damaged lamps replaced then check if the light fittings are operating correctly;
- ensure that all ballasts, covers and control box covers are secured properly.

33.5 Inspection of High mast luminaires

- Inspect for corrosion and defects
- Check for skewness
- Clean any dirt

33.6 Structural inspection (construction regulations)

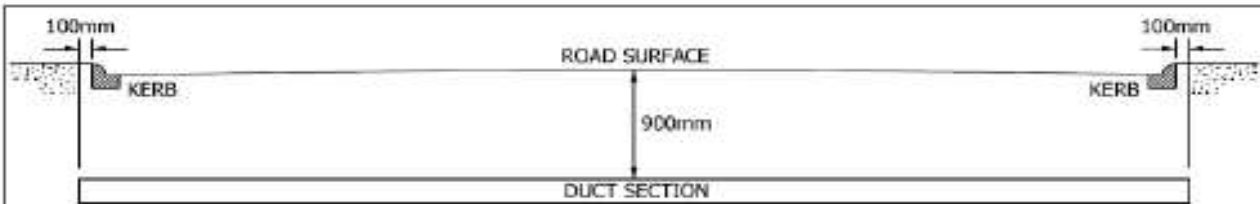
- Full inspections of the high mast structure as per the construction regulations by a competent persons to render the structure safe for continued use.
- The contractor shall ensure no structure or part of a structure is loaded in a manner which would render it unsafe;
- inspect the mast for any damage, cracks or defects in the structure;
- The contractor shall immediately report any defects on the structure

33.7 High Mast Refurbishment

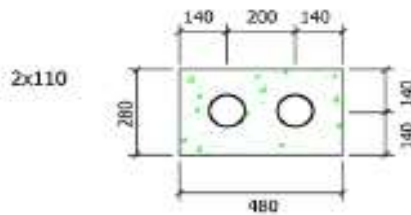
- Disconnecting of high mast, electrically and mechanically by means of a crane truck and rigger.
- Transporting the high mast from the site to the workshop for refurbishment, this includes the loading/carting back to site and the commissioning thereof.
- The inspection of the foundation: Non-destructive testing of high mast foundation and issuing CoC
- Replace foundation nuts / any other bolts and nuts that requires replacement
- Apply non shrink grout
- Shot blast high mast pole and coat, weld and galvanise the affected areas
- Repair access door and / replace components if required

- A Steel structural and X-ray certificate signed off by the Professional Engineer shall be issued upon completion to the City of Cape Town representative.
- Repair / replace trailing cable head pulley
- Repair /replace hoist rope head pulley
- Replace hoisting ropes including components
- All parts of the mast and raising and lowering device, not specified as manufactured from stainless steel, shall be hot dip galvanised in compliance with the requirement
- No welding, drilling, punching, bending or removal of burrs shall be carried out after galvanising
- Galvanising of lamp cage
- Rewiring of lamp cage, replace enclosures, light fittings and other components such as cable glands etc.
- The distribution board shall be fully wired and ready for connection to the incoming supply cables
- Replace all electrical components, DB, photo cell, circuit breakers, switch socket outlets, electrical wiring/ cables including the flexible heavy duty trailing cable.
- All equipment shall be clearly marked with engraved labels. No stick-on embossed tape shall be used.(issue an Electrical CoC on completion)
- Pole number to be stencilled on the body of the pole at least 6M from ground level on completion
- Apply denzo tape on foundation nuts

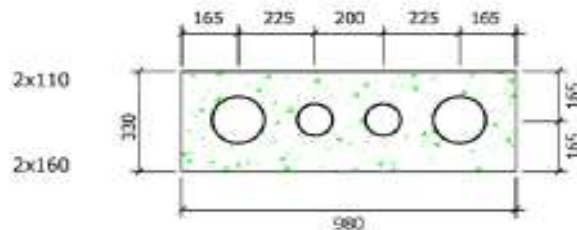
ADDENDUM G SPECIFICATION FOR INSTALLATION OF DUCT SECTIONS

**TYPICAL CROSS SECTION UNDER ROADWAY**

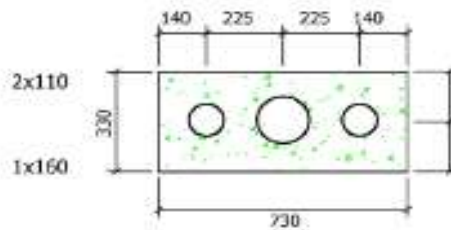
SCALE 1:50



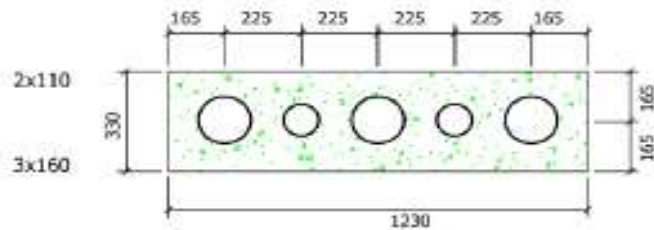
A Type



C Type



B Type



D Type

DUCTS SHALL BE ENCASED IN CONCRETE WITH A 28 DAY COMPRESSIVE STRENGTH OF 10MPa
 80mm SPACINGS BETWEEN PIPES
 PIPE DUCTS TO BE HEAVY DUTY (SDR 34) PVC-U (SANS 791)
 THE POSITION OF THE INSTALLED DUCTS TO BE PERMANENTLY MARKED
 IN AN APPROVED MANNER (PAINT NOT ACCEPTABLE)

**SPECIFICATION FOR INSTALLATION
OF DUCT SECTIONS**

REV 4: LOGO CHANGE
 REV 3: PIPE SIZES AMENDED AND
 CONCRETE STRENGTH ADDED 2011-10-12
 REV 2: DIMENSIONS RATIONALISED 1976-02-19

ALL DIMENSIONS IN MILLIMETRES

MANAGER DRAWING & RECORD CENTRE	A VAN ZYL	DRAWN: V ZAACKS	DATE: 2005-04-19	CHECKED:
HEAD ENGINEERING	E CAPES	DRAWING & RECORD CENTRE CITY OF CAPE TOWN 15 ZERO BASSEKAPA STAD KAAPSTAD	DRAWING No.	SHEET
DIRECTOR: ELECTRICITY	L RENCONTRE		DS 3	1
				REV. 4

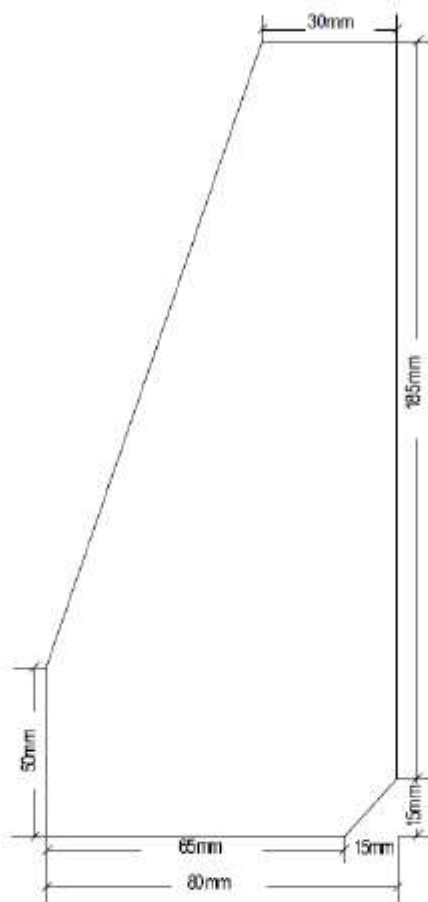


FIGURE 1

GUSSET TO BE 10mm THICK MILD STEEL

No	AMENDMENTS	DATE	 CITY OF CAPE TOWN ELECTRICITY			
1	THICKNESS OF GUSSET ADDED	10/11/2009				
HIGH MAST GUSSET			<small>drawn and checked by the draughtsman</small> DRAWN: S STEMMET ENGINEER:	DESIGN: F LAWRENCE DATE: 10/11/2009	CHECKED: SCALE: N.T.S.	DRAWING NO: SL 46

34. **EMPLOYMENT OF SECURITY PERSONNEL**

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

35. **FORMS FOR CONTRACT ADMINISTRATION**

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

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

The Monthly Project Labour Report must include details of all labour (including that of sub-contractors) that are South African citizens earning less than R350.00 per day, as adjusted from time to time (excluding any benefits), who are employed on a temporary or contract basis on this contract in the month in question.

In addition to the Monthly Project Labour Report the Supplier shall simultaneously furnish the CCT's Agent with copies of the employment contracts entered into with such labour, together with certified copies of identification documents, proof of attendance in the form of attendance register or timesheets as well as evidence of payments to such labour in the form of copies of payslips or payroll runs. If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it and proof of such acknowledgement shall be furnished to the CCT's Agent.

The Monthly Project Labour Reports shall be completed and submitted in accordance with the instructions therein. The **B-BBEE Sub-Contract Expenditure Report** is required for monitoring the supplier's compliance with the sub-contracting conditions of the **Preference Schedule**.

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

(14) MONTHLY PROJECT LABOUR REPORT (EXAMPLE)**ANNEX 1****CITY OF CAPE TOWN
MONTHLY PROJECT LABOUR REPORT**CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD**Instructions for completing and submitting forms**General

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

Project Details

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

Beneficiary Details and Work Information

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

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

Submission of Forms

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

PROJECT DETAILS

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

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

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

ANNEX 1 (continued)

MONTHLY PROJECT LABOUR REPORT

BENEFICIARY DETAILS AND WORK INFORMATION

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

CONTRACT OR WORKS PROJECT NUMBER:				Year Month		Sheet 1 of		
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No.	(8) First name	(8) Surname	(8) ID number	(9) New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	(10) Job seeker database (Y/N)	Contract start date (DDMMYY)	(11) Contract end date (DDMMYY)	(12) No. days worked this month (excl. training)	(13) Training days	(14) Rate of pay per day (R – c)
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
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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			