

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
SUPPLY CHAIN MANAGEMENT		
SCM - 542	Approved by Branch Manager: February 2024	Version: 10

TENDER NO: 270S/2023/24

TENDER DESCRIPTION: SERVICING, REPAIRS, REFURBISHMENT, MAINTENANCE AND SUPPLY OF AND TECHNICAL ASSESSMENTS AND ANALYSIS OF ELECTRICAL MOTORS

CONTRACT PERIOD: From date of commencement not exceeding 36 months

CLOSING DATE 01 July 2024

CLOSING TIME 10:00 am

TENDER BOX NUMBER 161

TENDER FEE R 200.00

Non – refundable tender fee payable to the 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 (hereinafter the "Tenderer")	
TRADING AS (if different from above)	
Registration number of Tenderer	
Physical address and chosen domicilium citandi et executandi of Tenderer	

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 CCT OFFICIALS AT TENDER OPENING
1
2
3

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THE TENDER

T.1 GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	24 May 2024
SITE VISIT/CLARIFICATION MEETING	:	Time: 10:30am on Date: 07 June 2024 (Not compulsory, but strongly recommended)
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	A non-compulsory virtual clarification meeting with representatives of the Employer will take place via Skype (Skype meeting invitation to be requested <u>prior to the day of the virtual clarification meeting date</u> from Mr Andre J Visser, e-mail (andrej.visser@capetown.gov.za) scheduled for 07/06/2024 starting at 10:30 am to 12:00pm. OR type in the SKYPE meeting URL link below https://meet.capetown.gov.za/andrej.visser/L3YN4M9G
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 and signed 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. 270S/2023/24: - TENDER DESCRIPTION: SERVICING, REPAIRS, REFURBISHMENT, MAINTENANCE AND SUPPLY OF AND TECHNICAL ASSESSMENTS AND ANALYSIS OF ELECTRICAL MOTORS", the tender box number. 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	:	Email: SCM.Tenders9@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"

T.2 CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

2.1.1.1 The City of Cape Town (hereafter referred to as the "CCT") and each tenderer submitting a tender offer (hereinafter referred to as the "tenderer" or the "supplier") shall comply with item T.2 of this Tender Document Goods and Services (hereinafter referred to as these "Conditions of Tender"). The tenderer and the CCT shall collectively hereinafter be referred to as the "Parties" and individually a "Party"). In their dealings with each other, the Parties shall discharge their duties and obligations as set out in these Conditions of Tender, timeously and with integrity, and behave equitably, honestly and transparently, and shall comply with all legal obligations imposed on the Parties herein and in accordance with all applicable laws.

The Parties agree that this Tender Document Goods and Services (hereinafter referred to as the "Tender" / "Tender Document"), its evaluation and acceptance and any resulting 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 and as amended from time to time. If the CCT adopts a new SCM Policy which contemplates that any clause therein would apply to the Contract emanating from this tender (hereinafter referred to as the "Contract"), such clause shall also be applicable to that Contract. Please refer to this document contained on the CCT's website.

Abuse of the supply chain management system is not permitted and may result, inter alia, (1) in the tender being rejected; (2) cancellation of the contract; (3) restriction of the supplier, and/or (4) the exercise by the CCT of any other remedies available to it as provided for in the SCM Policy and/or the the Contract and/or this tender and/or any applicable laws .

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 Annexure F to the contract (hereinafter referred to as the "returnable documents" / "Returnable Schedules") are part of these Conditions of Tender and are specifically hereby incorporated into these Conditions of Tender.

2.1.2.2 These Conditions of Tender and returnable Documents which are required for CCT's tender evaluation purposes herein, shall form part of the Contract arising from the CCT's corresponding 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 / tenderers by its Director: Supply Chain Management or his nominee. Similarly, any communication of the tenderer / supplier that is not reduced to writing by the tenderer / supplier, its employees, agents or advisors, shall not be regarded as binding on the CCT, unless communicated to the CCT in writing by the suppliers / tenderers, or their duly authorised representatives.

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 corresponding 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 Conditions of Tender, a contract will be concluded with the tenderer who scores the highest number of tender adjudication points.

The CCT intends to appoint one tenderer (the highest ranked tenderer ("the winner") and in addition one ("alternative tenderer") for the allocation of work/s. If insufficient responsive bids are received, the CCT reserves the right to appoint fewer tenderers, or not to appoint any tenderers at all.

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

The contract period shall be **from date of commencement not exceeding 36 months**.

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

2.1.5.3 Nomination of Standby Bidder

"Standby Bidder" means a bidder, identified by the CCT 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, as amended from time to time.

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 CCT 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 CCT, 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 CCT 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, Office of the City Manager
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X918, Cape Town, 8000
Via email at: MSA.Appeals@capetown.gov.za

- 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, Legal Service Department, Office of the City Manager
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X918, Cape Town, 8000
Via email at: Access2info.Act@capetown.gov.za

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).

For purposes of this clause 2.1.6.6, the contract and these Conditions of Tender, the terms "data subject", "Personal Information" and "Processing" shall have the meaning as set out in section 1 of POPIA, and "Process" shall have the corresponding meaning.

The CCT, its employees, representatives and sub-contractors may, from time to time, Process the tenderer's and/or its employees', representatives' and/or sub-contractors' Personal Information, for purposes of, and/or relating to, the tender, the contract and these Conditions of Tender, for research purposes, and/or as otherwise may be envisaged in the CCT's Privacy Notice and/or in relation to the CCT's Supply Chain Management Policy or as may be otherwise permitted by law. This includes the Processing of the latter Personal Information by the CCT's due diligence assurance provider, professional advisors and the Appeal Authority as applicable. The CCT's justification for the processing of such aforesaid Personal Information is based on section 11(1)(b) of POPIA, i.e., in terms of which the CCT's Processing of the said Personal Information is necessary to carry out actions for the conclusion and/or performance of the contract, to which the applicable data subject (envisaged in this clause 2.1.6.6 above) is a party.

All requests relating to data protection must be submitted in writing to:
The City Manager - C/o the Information Officer, Office of the City Manager
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X9181, Cape Town, 8000
Via email at: Popia@capetown.gov.za.

2.1.6.7 Compliance to the CCTs Appeals Policy.

In terms of the CCT's Appeals Policy, a fixed upfront administration fee will be charged. In addition, a surcharge may be imposed for vexatious and frivolous or otherwise manifestly inappropriate 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 F.13: Appeal Application Form. Alternatively, via EFT into the CCT's NEDBANK Account: CITY OF CAPE TOWN and using Reference number: 198158966. You are required to send proof of payment when lodging your appeal.

The current surcharge for vexatious and frivolous or otherwise manifestly inappropriate tender related appeals will be calculated as $\frac{1}{2}$ (Administrative cost of the tender appeal) + 0.25 % (Appellant's tender price).

Should the payment of the administration fee of R300.00 or the surcharge not be received, such fee or surcharge will be added as a Sundry Tariff to the bidder's municipal account.

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

2.1.7 CCT 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 CCT'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 CCT'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 and the Conditions of Tender. An 'acceptable tender must "COMPLY IN ALL" aspects with the tender, Conditions of Tender, all Specifications (i.e., item C.5 below, hereinafter the "Specifications"), pricing instructions herein and the Contract including its conditions.

2.2.1.1.1 Submit a tender offer

Only those tender submissions from which it can be established, *inter alia* 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 below 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 below to be completed);
- c) A copy of the partnership / joint venture / consortium agreement to be provided, where applicable.
- 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 below 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 below 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 below to be completed);
- g) The tenderer (including any of its representatives, 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, who is directly or indirectly involved or associated with the bid specification committee;
- k) A completed **Authorisation for the Deduction of Outstanding Amounts Owed to the CCT** to be provided and which does not indicate any details that renders the tender non-responsive based on the conditions contained thereon (applicable schedules below to be completed);
- l) The tenderer (including any of its representatives, 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 representatives, 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.

Area of evaluation	Total Points to be obtained. Applicable values/points
Key Staff Personnel	100
Vehicles	50
Total	150

The minimum qualifying score for functionality is **70%** out of a maximum of **100%** based on the sum of all the points.

The minimum qualifying average score for both functionality criteria is **105 points** out of a maximum of **150 points**.

The minimum score for functionality for Key Staff Personnel is 70 points out of 100 points (70% minimum) in order to be considered responsive for this tender.

The minimum score for functionality for Vehicles is 35 points out of 50 points (70% minimum) in order to be considered responsive for this tender.

The minimum score has to be met for both evaluation criteria to be considered functional and responsive.

The tenderer need to attach all relevant proof and documentation as specified in the **C.5 SPECIFICATIONS Clauses 2.2, 2.4 and 2.5** and **Schedule F.15** for sourced resources and personal **as referred to in Clauses 2.5**.

Read **Schedule F.15** in conjunction with functionality criteria requirements.

Documentation required for staff or resources, Curriculum Vitae, shall include;

- The full names and identity of the persons.
- It shall list all relevant years and experience required to meet the scoring points.
- Certified copies of certificates, diplomas, degrees, driver licenses, operator licenses, professional registration cards or certificates shall prove qualifications.
- The information required shall be submitted in a clear, chronological and logical manner to enable ease of reference thereby limiting or eliminating the need to clarify after tender closure.
- No staff or resource shall be considered eligible if that person does not meet the requirements at the time of tender closure.
- **Separate individuals need to be allocated for the positions in the tables below in order to be considered responsive.**

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

A statement Memorandum of Understanding (MOU) or Memorandum of Agreement (MOA) describing exactly what aspects of the work will be undertaken by each party to the joint venture. The information must accompany the tender where the entity tendering is a Joint Venture.

Where the entity tendering would be using sourced labour and resources this shall be clarified in a Memorandum of Understanding (MOU) between parties and included in the Curriculum Vitae of such persons accompanied by a statement describing exactly what aspects of the work will be undertaken by each party, and completed in **Schedule F.15**.

Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed

format to ensure optimal scoring of functionality points for each Evaluation Criteria. Failure to provide all information **IN THIS TENDER SUBMISSION** could result in the tenderer not being able to achieve the specified minimum scoring.

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

The functionality criteria is a measure of a vendor/contractor's ability to perform work as specified in the scope of work and the contained in the pricing schedules.

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.

FUNCTIONALITY CRITERIA

A1 Key Staff Personnel Requirement as per C.5 SPECIFICATIONS Clauses 2.2 and 2.5 Staff and labour resources					
Number	Position	Qualification	Experience in CV	Minimum requirement	Applicable values/points
A1.1	Technical Supervisor	Trade tested Electrician or Professional qualification (N6 National Diploma Electrical Engineering or National Diploma Electrical Engineering or B-Tech Electrical Engineering)	>3 Years Post Qualification. Supervision of staff, scoping and estimating of work Quality assurance of construction works Quoting on estimates of work Knowledge of Occupational Health and Safety Act and Regulations 85 of 1993	x1 (One) required	Meeting all requirements = 10 Not meeting requirements = 0
A1.2	Estimator and quoting admin clerk	On the job and related experience	>3 Years In Service experience	x1 (One) required	Meeting all requirements = 5 Not meeting requirements = 0
A1.3	Electrician	Trade tested RSA Red Seal or SAQA equivalent certified for foreign nationals Electrician (three phase)	>3 Years Post Qualification	x1 (One) required	Meeting all requirements = 10 Not meeting requirements = 0
A1.4	Electrical motor winder	Electrical rewinder	>3 Years Post Qualification/In Service training and work related experience	X3 (Three) required	Meeting all requirements 5 points per staff member = 15 points total Not meeting requirements = 0
A1.5	Mechanical Fitter	Trade test	>3 Years Post Qualification	X3 (Three) required	Meeting all requirements 5 points per staff member = 15 points total Not meeting requirements = 0

A1 Key Staff Personnel Requirement as per C.5 SPECIFICATIONS Clauses 2.2 and 2.5 Staff and labour resources					
Number	Position	Qualification	Experience in CV	Minimum requirement	Applicable values/points
A1.6	Spray painter	On the job and related experience	> 6 months In Service training and work related experience	x1 (One) required	Meeting all requirements = 5 Not meeting requirements = 0
A1.7	Sandblaster	On the job and related experience	> 6 months In Service training and work related experience	x1 (One) required	Meeting all requirements = 5 Not meeting requirements = 0
A1.8	Assistant to artisan	On the job and related experience	> 6 months In Service training and work related experience	X3 (Three) required	Meeting all requirements 5 points per staff member = 15 points total Not meeting requirements = 0
A1.9	Laser alignment specialist/artisan	On the job and related experience	> 12 months In Service training and work related experience	x1 (One) required	Meeting all requirements = 5 Not meeting requirements = 0
A1.10	Vibration Analyst Specialist	On the job and related experience and or specific OEM training workshop	> 12 months In Service previous experience included in CV in testing and compiling reports utilising vibration measuring and monitoring equipment	x1 (One) required	Meeting all requirements = 5 Not meeting requirements = 0
A1.11	Electrical Motor Conditioning Monitoring Specialist	On the job and related experience and or specific OEM training workshop	> 12 months In Service previous experience included in CV in testing and compiling reports utilising equipment such as or equivalent to PDMA (MCE Max) and All-Test Pro motor current signature analysis	x1 (One) required	Meeting all requirements = 5 Not meeting requirements = 0
A1.12	Power Quality condition monitoring specialist	On the job and related experience and or specific	> 12 months In Service previous experience	x1 (One) required	Meeting all requirements = 5

A1 Key Staff Personnel Requirement as per C.5 SPECIFICATIONS Clauses 2.2 and 2.5 Staff and labour resources					
Number	Position	Qualification	Experience in CV	Minimum requirement	Applicable values/points
		OEM training workshop	included in CV in testing and compiling reports utilising PQ equipment		Not meeting requirements = 0
Total					100

FUNCTIONALITY CRITERIA

B1 Vehicles required as per C.5 SPECIFICATIONS Clause 2.4 Where vehicles will be hired or leased, it is required that the tenderer provide a letter of intent to hire from a reputable fleet rental company clearly indicating on the letterhead from the rental company that the vehicles will be made available for the full duration of the contract			
Number	Vehicle Type	Minimum requirement	Applicable values/points
B1.1	1.0 ton Light Delivery Vehicle (LDV)	2 x (Two) vehicles are required. NO panels van versions or motor car vehicles allowed. Vehicles must be flat bed bakkies (LDV/truck), which will be eligible. For company owned fleet, included a copy of registration document for each indicating ownership. For rental fleet, provide a letter from a reputable fleet rental company clearly indicating the require vehicles will be made available for the full duration of the contract.	Meeting all the requirements = 10 points per vehicle = 20 points total Not meeting all the requirements =0
B1.2	Truck, 3 ton flat bed with truck mounted crane	x1 (One) required For company owned fleet, included a copy of registration document for each indicating ownership. For rental fleet, provide a letter from a reputable fleet rental company clearly indicating the require vehicles will be made available for the full duration of the contract.	Meeting all the requirements = 10 points per vehicle Not meeting all the requirements =0
B1.3	Truck, 5-ton flat bed with truck mounted crane Should the tenderer own or have 24/7 daily access to a 5 ton flat bed with truck mounted crane, there is no requirement to also have a 3 ton flat bed with truck mounted crane in above no. 2	x1 (One) required For company owned fleet, included a copy of registration document for each indicating ownership. For rental fleet, provide a letter from a reputable fleet rental company clearly indicating the require vehicles will be made available for the full duration of the contract.	Meeting all the requirements = 10 points per vehicle Not meeting all the requirements =0
B1.4	Large mobile 100T crane 50 meter boom extension at 50 meter reach lifting 2 Ton	x1 (One) required For company owned fleet, included a copy of registration document for each indicating ownership. For rental fleet, provide a letter from a reputable fleet rental company clearly indicating the require vehicles will be made available for the full duration of the contract.	Meeting all the requirements = 10 points per vehicle Not meeting all the requirements =0
Total			50

2.2.1.1.5 Mandatory personnel

Installation Electrician:

Qualification: Qualification certificate and completion of theory course in SANS 10142-1 Wiring Regulations for low voltage electrical installations below 1000VAC. Department of labour registration certificate as an Installation Electrician in terms of Wiring Regulations SANS 10142-1.

With reference to **Schedule F15** submit proof of registration in the form of **a copy of both sides of the Installation Electrician registration card** is to be provided at closing of tender in order to be considered for evaluation as part of the Curriculum Vitae (CV).

Experience: Greater than (>3) Years Post Registration as an Installation Electrician registered with Department of Employment and Labour (DOEL).

Minimum requirement: One person required

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

The tenderer shall treat as strictly 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

The tenderer shall 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 document(s) by reference.

2.2.6 Acknowledge and comply with notices

The tenderer shall acknowledge receipt of notices to the tender documents, which the CCT may issue, and shall fully comply with all instructions issued in the said 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 the said 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 or other lawful means.

2.2.7 Clarification meeting

The tenderer shall 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 (i.e., in item T.1 above).

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

2.2.8 Seek clarification

The tenderer shall 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 (i.e., in item T.1 above), where possible.

2.2.9 Pricing the tender offer

2.2.9.1 The tenderer shall comply with all pricing instructions as stated on the Price Schedule.

2.2.10 Alterations to documents

The tenderer shall 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 Conditions of Tender, the tenderers may 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/she/it 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 tender offer to 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 as set out in the tender document.

2.2.11.2 Acceptance of an alternative tender offer by the CCT may be based only on the criteria stated in the Conditions of Tender or applicable criteria otherwise acceptable to the CCT.

2.2.12 Submitting a tender offer

- 2.2.12.1** The tenderer is required to 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 Conditions of Contract and described in the Specifications. Only those tenders submitted on the tender documents as issued by the CCT together with all Tender Returnable Documents duly completed and signed will be declared responsive.
- 2.2.12.2** The tenderer shall return the entire tender 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** The tenderer shall sign the original tender offer where required in terms of the Conditions of Tender. The tender shall be signed by a person duly authorised by the tenderer to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation / founding document 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.
- 2.2.12.4** Where a two-envelope system is required in terms of the Conditions of Tender, place and seal the returnable documents listed in the Conditions of Tender 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 (i.e., item T.1 above), as well as the tenderer’s name and contact address.
- 2.2.12.5** The tenderer shall 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.
- 2.2.12.6** 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.
- 2.2.12.7** Tender offers submitted by facsimile or e-mail will be rejected by the CCT, unless stated otherwise in the Conditions of Tender.
- 2.2.12.8** By signing the offer part of the Form of Offer (**Section 5, Part A hereto**) the tenderer warrants and agrees that all information provided in the tender submission is true and correct.
- 2.2.12.9** Tenderers shall properly deposit its bid 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.
- 2.2.12.10** 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

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 The tenderer shall ensure that the CCT receives the tender offer, together with all applicable documents specified herein, at the address specified in the General Tender Information herein prior to the closing time stated on the front page of the tender document.

2.2.14.2 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 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 The tenderer shall warrant 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 in clause 2.2.15.1 above, bids shall remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the CCT 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 by the parties, administrative processes and upon approval by the City Manager, unless the required extension is as a result of an appeal process or court ruling.

In circumstances where the validity period of a tender has expired, and the tender has not been awarded, the tender process is considered "completed", despite there being no decision (award or cancellation) made. This anomaly does not fall under any of the listed grounds of cancellation and should be treated as a "non award". A "non award" is supported as a recommendation to the CCT's Bod Adjudication Committee ("BAC") for noting.

2.2.15.3 A tenderer may request in writing, after the closing date, that its 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, without prejudice to the CCT's other rights and/or remedies available to it in accordance with any applicable laws.

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

Tenderer's shall promptly provide clarification of its 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 Tenderer's shall promptly provide, upon 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 The tenderer shall 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 entity to a Consortium/Joint Venture bid shall submit separate certificates/statements in the above regard.

2.2.17.3 Tenderers shall be required to 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

Tenderers shall provide access during working hours to premises for inspections, tests and analysis as provided for in the Conditions of Tender or Specifications.

If the Specifications 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. Preference Points for Specific Goals

In order to qualify for preference points for HDI and/or Specific Goals, it is the responsibility of the tenderer to submit documentary proof (Company registration certification, Central Supplier Database report, BBBEE certificate, Proof of Disability, Financial Statements, commissioned sworn affidavits, etc.) in support of tenderer claims for such preference for that specific goal.

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

2.2.19.2 Evidence of tax compliance

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant subject to the requirements of clause 2.2.1.1.2.h. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Compliance Status PIN 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 record its Tax Compliance Status PIN number on the **Details of Tenderer** pages of the tender submission.

Each party to a Consortium/Joint Venture shall submit a separate Tax Compliance Status Pin.

Before making an award the CCT 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 CCT, 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 CCT via CSD or e-Filing. The CCT 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

By responding to the tender herein, 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 Conditions of Tender, the CCT shall 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 duly authorised representative for the purpose of this tender is stated on the General Tender Information page above.

2.3.2 Issue Notices

If necessary, the CCT may 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 CCT 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, CCT shall open tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the Conditions of Tender.

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 Conditions of Tender that a two-envelope system is to be followed, the CCT shall 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 Conditions of Tender and announce the name of each tenderer whose technical proposal is opened.

2.3.4.2 The CCT shall 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. The CCT shall open only the financial proposals of tenderers, who have submitted responsive technical proposals in accordance with the requirements as stated in the Conditions of Tender, and announce the total price and any preference claimed. Return unopened financial proposals to tenderers whose technical proposals were non responsive.

2.3.5 Non-disclosure

The CCT shall 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

The CCT shall 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) Detrimentially 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 The CCT may 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 Conditions of Tender.

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 price per item / rates as set out in the **Price Schedule (Section 7)**:

- Based on the sum of the prices/rates in relation to the estimated quantities.

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

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

2.3.10.3.4 Applicable formula:

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

Price shall be scored as follows:

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

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

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

Table B2: Awards above R50 mil (VAT Inclusive)

#	Specific goals allocated points	Preference Points (90/10) <i>Above R50 mil</i>	Evidence	Additional Guidance
<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: 3 points >50% - 75% women ownership: 2 points >25% - 50% women ownership: 1 point >0% - 25% women ownership: 0.5 point 0% women ownership = 0 points	3	- Company Registration Certification - Central Supplier Database report	- Issued by the Companies and Intellectual Property Commission - Report name: CSD Registration report
2	Race are black persons (ownership)* >75% - 100% black ownership: 3 points >50% - 75% black ownership: 2 points >25% - 50% black ownership: 1 point >0% - 25% black ownership: 0.5 point 0% black ownership = 0 points	3	- B-BBEE certificate; - Company Registration Certification - Central Supplier Database report	- South African National Accreditation System approved certificate or commissioned sworn affidavit - Issued by the Companies and Intellectual Property Commission - Report name: CSD Registration report
3	Disability are disabled persons (ownership)*	1	Proof of disability	Medical certificate/ South African Revenue Services disability registration

	WHO disability guideline >2% ownership: 1 points >0% - 2% ownership: 0.5 point 0% ownership = 0 point		• Company Registration Certification	• Issued by the Companies and Intellectual Property Commission
	Reconstruction and Development Programme (RDP) as published in Government Gazette			
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 National Small Enterprise Act, 1996 (Act No.102 of 1996) SME partnership, sub-contracting, joint venture or consortiums	3	• B-BBEE status level of contributor;	• Specifically in line with the respective sector codes which the company operates,
			• South African owned enterprises;	• South African National Accreditation System approved certificate or commissioned sworn affidavit
			• Financial Statement to determine annual turnover	• Certificate of incorporation or commissioned sworn affidavit
	Total points	10		

*Ownership: main tendering entity

2.3.10.5 Risk Analysis

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

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

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

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

2.3.11 Negotiations with preferred tenderers

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

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

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

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

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

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

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

2.3.12.4 The CCT reserves the right 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 CCT as a result of (inter alia):

- a) reports of poor governance or unethical behaviour, or both;
- b) association with known notorious individuals and family of notorious individuals;
- c) poor performance issues, known to the CCT;
- d) negative media reports, including negative social media reports;
- e) adverse assurance (e.g. due diligence) report outcomes; and
- f) circumstances where the relevant vendor has employed, or is directed by, anyone who was previously employed in the service of the state (as defined in clause 1.53 of the SCM Policy), where the person is or was negatively implicated in any SCM irregularity.

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: 270S/2023/24

TENDER DESCRIPTION: SERVICING, REPAIRS, REFURBISHMENT, MAINTENANCE AND SUPPLY OF AND TECHNICAL ASSESSMENTS AND ANALYSIS OF ELECTRICAL MOTORS

CONTRACT PERIOD: From date of commencement not exceeding 36 months

THE CONTRACT

THE CITY OF CAPE TOWN	
A metropolitan municipality, established in terms of the Local Government: Municipal Structures Act, 117 of 1998 read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, as amended ("the Purchaser") herein represented by	
AUTHORISED REPRESENTATIVE	

AND

SUPPLIER	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual (The "Supplier" / "tenderer")	
TRADING AS (if different from above)	
REGISTRATION NUMBER	
PHYSICAL ADDRESS / CHOSEN DOMICILIUM CITANI ET EXECTUANDI OF THE SUPPLIER	
AUTHORISED REPRESENTATIVE	
CAPACITY OF AUTHORISED REPRESENTATIVE	

(HEREINAFTER COLLECTIVELY REFERRED TO AS "THE PARTIES" AND INDIVIDUALLY A "PARTY")

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

C.1 DETAILS OF TENDERER/SUPPLIER

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	
CCT 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?	☐ Yes ☐ No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	☐ Yes ☐ 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? ☐ Yes ☐ No
	b) Does the tenderer have a permanent establishment in the Republic of South Africa? ☐ Yes ☐ No
	c) Does the tenderer have any source of income in the Republic of South Africa? ☐ Yes ☐ No
	d) Is the tenderer liable in the Republic of South Africa for any form of taxation? ☐ Yes ☐ No
Other Required registration numbers	

C.2 FORM OF OFFER AND ACCEPTANCE

TENDER 270S/2023/24

TENDER DESCRIPTION: SERVICING, REPAIRS, REFURBISHMENT, MAINTENANCE AND SUPPLY OF AND TECHNICAL ASSESSMENTS AND ANALYSIS OF ELECTRICAL MOTORS

C.2.1 Offer (To Be Completed by the Tenderer as Part of Tender Submission)

The tenderer, identified in the offer signature table below,

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.

SIGNED AT _____ (PLACE) ON THE _____ (DAY) OF _____ (MONTH AND YEAR)

For and on behalf of the Supplier
(Duly Authorised)
Name and Surname:

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

INITIALS OF CCT OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 270S/2023/24

TENDER DESCRIPTION: SERVICING, REPAIRS, REFURBISHMENT, MAINTENANCE AND SUPPLY OF AND TECHNICAL ASSESSMENTS AND ANALYSIS OF ELECTRICAL MOTORS

C.2.2 Acceptance (To Be Completed by the CCT)

By signing this part of this *Form of Offer and Acceptance*, the CCT accepts the tenderer's (if awarded the Supplier's) offer. In consideration thereof, the CCT shall pay the Supplier the amount due in accordance with the conditions of contract. Acceptance of the Supplier's offer shall form an agreement between the CCT and the Supplier upon the terms and conditions contained in this document.

The terms of the agreement are contained in the Contract (as defined) including drawings and documents or parts thereof, which may be incorporated by reference.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the *Tender Returnable Documents* as well as any changes to the terms of the offer agreed by the tenderer and the CCT 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 the *Schedule of Deviations*.

The Supplier shall within 2 (two) weeks after receiving a complete, copy of the Contract, including the *Schedule of Deviations* (if any), contact the CCT to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documents to be provided in terms the *Special Conditions of Contract*. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation / breach of the agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the Commencement Date, being the date upon which the Supplier confirms receipt from the CCT of 1 (one) complete, signed copy of the Contract, including amendments or deviations contained in the *Schedule of Deviations* (if any).

For and on behalf of the City of Cape Town
(Duly Authorised)
Name and Surname:

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 270S/2023/24

TENDER DESCRIPTION: SERVICING, REPAIRS, REFURBISHMENT, MAINTENANCE AND SUPPLY OF AND TECHNICAL ASSESSMENTS AND ANALYSIS OF ELECTRICAL MOTORS

C.2.3 Schedule of Deviations (To be Completed by the CCT upon Acceptance)

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 to become an obligation of the Contract, shall be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall form part 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 *Tender Returnable Documents*, 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 Commencement Date, shall have any meaning or effect between the Parties arising from the agreement.

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 270S/2023/24

TENDER DESCRIPTION: SERVICING, REPAIRS, REFURBISHMENT, MAINTENANCE AND SUPPLY OF AND TECHNICAL ASSESSMENTS AND ANALYSIS OF ELECTRICAL MOTORS

C.2.4 Confirmation of Receipt (To be Completed by Supplier upon Acceptance)

The Supplier identified in the offer part of the Contract hereby confirms receipt from the CCT of 1 (one) complete, signed copy of the Contract, including the *Schedule of Deviations* (if any) on:

The..... (Day)

Of..... (Month)

20..... (year)

At..... (Place)

For the Supplier: Signature(s)

Name(s)

Capacity

Signature and name of witness:

Signature Name

ONLY TO BE
COMPLETED AT
ACCEPTANCE STAGE

C.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN THE CCT (HEREINAFTER CALLED THE "CCT")
AND

.....,
(Supplier/Mandatar y/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 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 (hereafter "OHSA") and the Regulations promulgated
thereunder.

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

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

Witness

Mandatar y

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

Witness

for and on behalf of
CCT

C.4 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 Conditions of Tender.
- 5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 5.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 5.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 5.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the CCT 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 In order to be considered responsive for this tender, all items must be priced.
- 5.9 **A soft copy (Excel) of the pricing schedule will be provided upon request. Tenderers are to provide an electronic copy of their pricing schedule, however the hard copy of the tender document supersedes the electronic copy.**

INITIALS OF CCT OFFICIALS		
1	2	3

TENDER NO: 270S/2023/24

EQUIPMENT SERVICE: STANDARD THREE PHASE INDUCTION ELECTRIC MOTORS

Payment referenced in C.5 Specifications (4.16) Measurement and Payment maintenance plans/Works Packages

Payment referenced in C.E Specifications (4.16) Measurement and Payment maintenance plans/works Packages										
A1 – A19	Description 4 pole induction motors		Type A	Type B	Type C	Type D	Type E	Type F	Type G	Type H
			Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R
Electrical Motors – 4 pole 400 Volt AC machines			Unit of measure - EACH							
A1.1 to A1.8	Motors of sizes all makes. 2.2 – 3.0 kW. 4 pole machines, 100 frame		R	R	R	R	R	R	R	R
A2.1 to A2.8	Motors of sizes all makes. 4.0 kW. 4 pole machines, 112 frame		R	R	R	R	R	R	R	R
A3.1 to A3.8	Motors of sizes all makes. 5.5 – 9.2 kW. 4 pole machines, 132 frame		R	R	R	R	R	R	R	R
A4.1 to A4.8	Motors of sizes all makes. 11.0 - 15 kW. 4 pole machines, 160 frame		R	R	R	R	R	R	R	R
A5.1 to A5.8	Motors of sizes all makes. 18.5 - 22 kW. 4 pole machines, 180 frame		R	R	R	R	R	R	R	R
A6.1 to A6.8	Motors of sizes all makes. 30 kW. 4 pole machines, 200 frame		R	R	R	R	R	R	R	R
A7.1 to A7.8	Motors of sizes all makes. 37 - 45 kW. 4 pole machines, 255 frame		R	R	R	R	R	R	R	R
A8.1 to A8.8	Motors of sizes all makes. 55 - 75 kW. 4 pole machines, 250 frame		R	R	R	R	R	R	R	R

TENDER NO: 270S/2023/24

A1 – A19	Description 4 pole induction motors	Type A	Type B	Type C	Type D	Type E	Type F	Type G	Type H
		Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R
Electrical Motors – 4 pole 400 Volt AC machines		Unit of measure - EACH							
A9.1 to A9.8	Motors of sizes all makes. 90 – 110 kW. 4 pole machines, 280 frame	R	R	R	R	R	R	R	R
A10.1 to A10.8	Motors of sizes all makes. 132 – 160 kW. 4 pole machines, 315 S/M frame	R	R	R	R	R	R	R	R
A11.1 to A11.8	Motors of sizes all makes. 185 – 200 kW. 4 pole machines, 315 S/M frame	R	R	R	R	R	R	R	R
A12.1 to A12.8	Motors of sizes all makes. 200 - 250 kW. 4 pole machines, 315 B frame	R	R	R	R	R	R	R	R
A13.1 to A13.8	Motors of sizes all makes. 300 - 315 kW. 4 pole machines, 315 B frame	R	R	R	R	R	R	R	R
A14.1 to A14.8	Motors of sizes all makes. 220 - 260 kW. 4 pole machines, 355 M/L frame	R	R	R	R	R	R	R	R
A15.1 to B15.8	Motors of sizes all makes. 300 - 315 kW. 4 pole machines, 355 M/L frame	R	R	R	R	R	R	R	R
A16.1 to A16.8	Motors of sizes all makes. 330 kW. 4 pole machines, 355 M/L frame	R	R	R	R	R	R	R	R

TENDER NO: 270S/2023/24

A1 – A19	Description 4 pole induction motors	Type A	Type B	Type C	Type D	Type E	Type F	Type G	Type H
		Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R
Electrical Motors – 4 pole 400 Volt AC machines		Unit of measure - EACH							
A17.1 to A17.8	Motors of sizes all makes. 355 kW. 4 pole machines, 315 C/D/E frame sizes	R	R	R	R	R	R	R	R
A18.1 to A18.8	Motors of sizes all makes. 355 kW. 4 pole machines, 355 M/L frame	R	R	R	R	R	R	R	R
A19.1 to A19.8	Motors of sizes all makes. 400 kW. 4 pole machines, 355 M/L frame	R	R	R	R	R	R	R	R

TENDER NO: 270S/2023/24

Payment referenced in C.5 Specifications (4.16) Measurement and Payment maintenance plans/Works Packages

Payment referenced in C.B Specifications (4.10) Measurement and Payment maintenance plans/works / packages									
A20 – A32	Description four pole induction motors	Type A	Type B	Type C	Type D	Type E	Type F	Type G	Type H
		Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R
Electrical Motors – 6 pole 400 Volt AC machines		Unit of measure - EACH							
A20.1 to A20.8	Motors of sizes all makes. 2.2 kW. 6 pole machines, 112 frame	R	R	R	R	R	R	R	R
A21.1 to A21.8	Motors of sizes all makes. 3.0 – 5.5 kW. 6 pole machines, 132 frame	R	R	R	R	R	R	R	R
A22.1 to A22.8	Motors of sizes all makes. 7.5 - 11 kW. 6 pole machines, 160 frame	R	R	R	R	R	R	R	R
A23.1 to A23.8	Motors of sizes all makes. 15.0 kW. 6 pole machines, 180 frame	R	R	R	R	R	R	R	R
A24.1 to A24.8	Motors of sizes all makes. 18.5 - 22 kW. 6 pole machines, 200 frame	R	R	R	R	R	R	R	R
A25.1 to A25.8	Motors of sizes all makes. 30 kW. 6 pole machines, 225 frame	R	R	R	R	R	R	R	R
A26.1 to A26.8	Motors of sizes all makes. 37 - 45 kW. 6 pole machines, 250 frame	R	R	R	R	R	R	R	R
A27.1 to A27.8	Motors of sizes all makes. 55 - 75 kW. 6 pole machines, 280 frame	R	R	R	R	R	R	R	R
A28.1 to A28.8	Motors of sizes all makes. 90 - 132 kW. 6 pole machines, 315 S/M frame	R	R	R	R	R	R	R	R

TENDER NO: 270S/2023/24

A20 – A32	Description four pole induction motors	Type A	Type B	Type C	Type D	Type E	Type F	Type G	Type H
		Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R
Electrical Motors – 6 pole 400 Volt AC machines		Unit of measure - EACH							
A29.1 to A29.8	Motors of sizes all makes. 160, 185 kW. 6 pole machines, 315 B frame	R	R	R	R	R	R	R	R
A30.1 to A30.8	Motors of sizes all makes. 200, 220 kW. 6 pole machines, 315 B frame	R	R	R	R	R	R	R	R
A31.1 to A31.8	Motors of sizes all makes. 250 kW. 6 pole machines, 355 M/L frame	R	R	R	R	R	R	R	R
A32.1 to A32.8	Motors of sizes all makes. 300, 315 kW. 6 pole machines, 355 M/L frame	R	R	R	R	R	R	R	R

TENDER NO: 270S/2023/24

Payment referenced in C.5 Specifications (4.17) Measurement and Payment maintenance plans/Works Packages

A 33	Description Generator set alternator	Type I	Type J	Type K
		Excl. VAT R	Excl. VAT R	Excl. VAT R
Electrical machines including 55 kVa to 2000kVa 400 Volt AC machines		Unit of measure - EACH		
A33.1 to A33.3	Generator set alternator of sizes all makes. 55 kVa – 100 kVa	R	R	R
A33.4 to A33.6	Generator set alternator of sizes all makes. 100 kVa – 200 kVa	R	R	R
A33.7 to A33.9	Generator set alternator of sizes all makes. 250 kVa – 350 kVa	R	R	R
A33.10 to A33.12	Generator set alternator of sizes all makes. 450 kVa – 630 kVa	R	R	R
A33.13 to A33.15	Generator set alternator of sizes all makes. 800 kVa – 1000 kVa	R	R	R
A33.16 to A33.18	Generator set alternator of sizes all makes. 1250 kVa – 1500 kVa	R	R	R
A33.19 to A33.21	Generator set alternator of sizes all makes. 1800 kVa	R	R	R
A33.22 to A33.24	Generator set alternator of sizes all makes. 2000 kVa	R	R	R
A33.25 to A33.27	Generator set alternator of sizes all makes. 2500 kVa	R	R	R

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EQUIPMENT SERVICE: ONE OFF TYPE THREE PHASE ELECTRIC MOTORS

Payment referenced in C.5 Specifications (4.16) Measurement and Payment maintenance plans/Works Packages

NR	DESCRIPTION									
A34	Schedule for electric motors at and unique to Molteno Pump Station. Rates requested are for the supply and installation of goods and equipment and also where there could be a combination of labour and goods forming part of a task and tender line item.									
	Motor data: Make: Unspecified kW: 575 Volts: 3300 Hz: 50 RPM: 4(1480) Serial number: Not available IE1									

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Payment referenced in C.5 Specifications (4.16) Measurement and Payment maintenance plans/Works Packages

NR	DESCRIPTION								
A35	Schedule for electric motors at and unique to Raapenburg Pump Station Rates requested are for the supply and installation of goods and equipment and also where there could be a combination of labour and goods forming part of a task and tender line item.								
	Motor data: Make: Motorelli Type: YVF355L2-10 kW: 160 kW at 400 Volts 50 Hz Volts: 400 Amps: 333 A Hz: 50 RPM: 595 rpm Poles: 10 Serial number: Not available Frame: 355 Year of manufacture: Unknown								
Tenderer is required to supply prices in the schedule listed below. The type of service plans for this motor is the same as the standard 400 Volt 3 phase motor with the exception that this is a unique one of a kind motor in Water and Sanitation.									
No.	Description	A35.1 Type A	A35.2 Type B	A35.3 Type C	A35.4 Type D	A35.5 Type E	A35.6 Type F	A35.7 Type G	A35.8 Type H
		Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R
		Unit of measure - EACH							
A35.1 to A35.8	Electrical Motor service Raapenburg pump station	R	R	R	R	R	R	R	R

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Payment referenced in C.5 Specifications (4.16) Measurement and Payment maintenance plans/Works Packages

NR	DESCRIPTION									
A36	Rates schedule for electric motors at and unique to Bridgetown Pump Station Rates requested are for the supply and installation of goods and equipment and also where there could be a combination of labour and goods forming part of a task and tender line item.									
	Motor data: Make: WEG HGF kW: 200 Volts:415 Amps: 427 Hz: 50 RPM: 591 Insulation: Class H 80 K Frame: 355C/D/E Weight: 2820 kg									
Tenderer is required to supply prices in the schedule listed below. The type of service plans for this motor is the same as the standard 400 Volt 3 phase motor with the exception that this is a unique one of a kind motor in Water and Sanitation.										
No.	Description	A36.1 Type A	A36.2 Type B	A36.3 Type C	A36.4 Type D	A36.5 Type E	A36.6 Type F	A36.7 Type G	A36.8 Type H	
		Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	
		Unit of measure - EACH								
A36.1 to A36.8	Electrical Motor service Bridgetown pump station	R	R	R	R	R	R	R	R	

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Payment referenced in C.5 Specifications (4.16) Measurement and Payment maintenance plans/Works Packages

NR	DESCRIPTION									
A37	Rates schedule for services of Blower motor no. 1 at and unique to Athlone Waste Water Treatment Works (WWTW)									
Motor data Blower motor no. 1: Make: Alstom Output: 500 kW Stator Volts: 3300 Hz: 50 RPM: 1489 Insulation: Class F Motor mass020 kg Stator mass: 2520 Rotor mass: 935 kg Specification: IEC34 Stator ampere: 103										
Tenderer is required to supply prices in the schedule listed below. The type of service plans for this motor is the same as the standard 400 Volt 3 phase motor with the exception that this is a unique one of a kind motor in Water and Sanitation.										
No.	Description	A37.1 Type A	A37.2 Type B	A37.3 Type C	A37.4 Type D	A37.5 Type E	A37.6 Type F	A37.7 Type G	A37.8 Type H	A37.9 Alstom blower motor no. 1, 500kW, 3300V (new supplied)
		Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R
		Unit of measure - EACH								
A37.1 to A37.9	Electrical Motor service Alstom 3.3 kV motor of Blower no. 1 at Athlone WWTW	R	R	R	R	R	R	R	R	R

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Payment referenced in C.5 Specifications (4.16) Measurement and Payment maintenance plans/Works Packages

NR		DESCRIPTION								
A38		Rates schedule for services of Blower motor no's. 2, 3 and 4 at and unique to Athlone Waste Water Treatment Works (WWTW)								
Motor data Blower motor no's. 2, 3 and 4: Make: Siemens Output: 500 kW Stator Volts: 3300 Hz: 50 RPM: 1482 Stator ampere: 106 Serial numbers: K 4623, K4624, K4625										
Tenderer is required to supply prices in the schedule listed below. The type of service plans for this motor is the same as the standard 400 Volt 3 phase motor with the exception that this is a unique one of a kind motor in Water and Sanitation.										
No.	Description	A38.1 Type A	A38.2 Type B	A38.3 Type C	A38.4 Type D	A38.5 Type E	A38.6 Type F	A38.7 Type G	A38.8 Type H	A38.9 Siemens 3.3 kV motor of Blower no. 2, 3, 4 , 500kW, 3300V Rotor (new supplied)
		Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R
		Unit of measure - EACH								
A38.1 to A38.9	Electrical Motor service Siemens 3.3 kV motor of Blower no. 2, 3, 4 , 500kW, 3300V Athlone WWTW	R	R	R	R	R	R	R	R	R

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Payment referenced in C.5 Specifications (4.16) Measurement and Payment maintenance plans/Works Packages

NR		DESCRIPTION								
A39		Rates schedule for services of Blower motor at and unique to Cape Flats Waste Water Treatment Works (WWTW)								
Blower motor data Make: ACTOM Output: 880 kW Power factor: 0.86 Stator Volts: 3300V contract number: A002273/04 Hz: 50 RPM: 1489 Specification: IEC60034 Bearing NDE:NU 226 C3 Bearing DE: NU + 6226 C3 Lubrication: 80g every 6000HRS Lubricant: Shell Gadus S2 V100 Altitude: Sea level Duty: S1 Cooling: IC 411 Motor mass: 4880										
Tenderer is required to supply prices in the schedule listed below. The type of service plans for this motor is the same as the standard 400 Volt 3 phase motor with the exception that this is a unique one of a kind motor in Water and Sanitation.										
No.	Description	A39.1 Type A	A39.2 Type B	A39.3 Type C	A39.4 Type D	A39.5 Type E	A39.6 Type F	A39.7 Type G	A39.8 Type H	A39.9 ACTOM motor of Blowers no. 1, 2, 3 and 4, 880kW, 400V Rotor (new supplied)
		Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R
		Unit of measure - EACH								
A39.1 to A39.9	Electrical Motor service ACTOM motor of Blowers no. 1, 2, 3 and 4, 880kW, 400V Cape Flats WWTW	R	R	R	R	R	R	R	R	R

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Payment referenced in C.5 Specifications (4.16) Measurement and Payment maintenance plans/Works Packages

NR		DESCRIPTION								
A40		Rates schedule for services of Phase 2 Blower motor at and unique to Mitchells Plain Waste Water Treatment Works (WWTW)								
Blower motor data Make: ACTOM Output: 250kW Hz: 50 contract number: 1Q/2013/14 Specification: IEC60034 Power factor: 0.91 Bearing NDE: 6315 Lubrication: 50g every 3000HRS Altitude: Sea level Cooling: IC 411 Stator Volts: 400V RPM: 2975 Bearing DE: 6315 Lubricant: Shell Albida EP2 Duty: S1 Motor mass: 1452										
Tenderer is required to supply a pricing schedule listed below on this motor. The pricing schedule is in the same format as the standard 400 Volt 3 phase motor service plans. The types of service plans for this motor is the same as the standard 400 Volt 3 phase motor with the exception that this is a unique, one of a kind motor in Water and Sanitation.										
No.	Description	A40.1 Type A	A40.2 Type B	A40.3 Type C	A40.4 Type D	A40.5 Type E	A40.6 Type F	A40.7 Type G	A40.8 Type H	A40.9 Actom blower motor, 250kW, 400V, Rotor (new supplied)
		Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R
		Unit of measure - EACH								
A40.1 to A40.9	Electrical Motor service Actom blower motor Mitchells Plain WWTW	R	R	R	R	R	R	R	R	R

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Payment referenced in C.5 Specifications (4.16) Measurement and Payment maintenance plans/Works Packages

NR		DESCRIPTION								
A41		Rates schedule for services of Phase 4 Blower motor at and unique to Mitchells Plain Waste Water Treatment Works								
Motor data Blower motor no. 1, 2 and 3 Make: Actom Output: 510kW Hz: 50 contract number: 1Q/2013/14 Power factor: 0.9 Bearing NDE:NU 217 C3 Lubrication: 40g every 3000HRS Altitude: Sea level Cooling: IC 411										
Stator Volts: 3300 V RPM: 2976 Specification: IEC60034 Bearing DE: NU 217 + 6017 C3 Lubricant: Shell Gadus S2 V100 Duty: S1 Motor mass: 2820										
Tenderer is required to supply a pricing schedule listed below on this motor. The pricing schedule is in the same format as the standard 400 Volt 3 phase motor service plans. The types of service plans for this motor is the same as the standard 400 Volt 3 phase motor with the exception that this is a unique, one of a kind motor in Water and Sanitation.										
No.	Description	A41.1 Type A	A41.2 Type B	A41.3 Type C	A41.4 Type D	A41.5 Type E	A41.6 Type F	A41.7 Type G	A41.8 Type H	A41.9 Actom blower motor 510kW, 3300V Rotor (new supplied)
		Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R
		Unit of measure - EACH								
A41.1 to A41.9	Electrical Motor service Actom blower motor 510kW, 3300V Mitchells Plain WWTW	R	R	R	R	R	R	R	R	R

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Payment referenced in C.5 Specifications (4.16) Measurement and Payment maintenance plans/Works Packages

NR		DESCRIPTION								
A42		Rates schedule for electric motors at and unique to <u>Voelvlei High Lift Pump Station</u> . Rates requested are for the supply and installation of parts and also where there could be a combination of labour and parts forming part of a task.								
Motor data: ACTOM large motors South Africa Cage Induction Motor Specification IEC 60034 Size UD450/125 Output 1450 kW Stator voltage 3300 Volt, Stator Current 301 Amps Speed 1489 rpm Temp rise 77K by resistance (S) 0 degree Celsius <or= Ambient <or= 43 degree Celsius Class F Insulation 3 phase, 50 Hertz Duty S1, Mounting IM1001 Cooling IC 616 DE bearing: GB Bearings Size 14 dia 140, NDE bearing: GB Bearings Size 14 dia 140 Lubricant: ISO VG 32 Oil, Sump capacity 7.3 litre, oil change intervals 5000 Hrs										
No.	Description	A42.1 Type A	A42.2 Type B	A42.3 Type C	A42.4 Type D	A42.5 Type E	A42.6 Type F	A42.7 Type G	A42.8 Type H	A42.9 ACTOM blower motor 1450 kW, 3300 Volt Rotor (new supplied
		Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R
		Unit of measure - EACH								
A42.1 to A42.9	Electrical Motor service ACTOM blower motor 1450 kW, 3300 Volt Voelvlei WTP	R	R	R	R	R	R	R	R	R

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Payment referenced in C.5 Specifications (4.16) Measurement and Payment maintenance plans/Works Packages

NR		DESCRIPTION									
A43		Rates schedule for electric motors at <u>Voelvlei Low Lift Pump Station</u> . Rates requested are for the supply and installation of parts and also where there could be a combination of labour and parts forming part of a task.									
Motor data: Alstom large motors South Africa IEC34 Size 1LA145 Output 500 kW Stator voltage 3300 Volt Stator Current 108 Amps Speed 991 rpm Temp rise 80K Class F Insulation Ambient Air 40 degree Celsius 3 phase, 50 Hertz Motor mass 3400 kg, Duty S1, IM1001 mounting DE bearing NU226+6226 C3, NDE bearing NU 226 C3											
No.	Description	A43.1 Type A	A43.2 Type B	A43.3 Type C	A43.4 Type D	A43.5 Type E	A43.6 Type F	A43.7 Type G	A43.8 Type H	A43.9 ACTOM electric motor 500kW, 3300 Volt Rotor (new supplied)	
		Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R	Excl. VAT R
		Unit of measure - EACH									
A43.1 to A43.9	Electrical Motor service ACTOM electric motor 500 kW, 3300 Volt Voelvlei WTP	R	R	R	R	R	R	R	R	R	R

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Payment reference in C.5 Specifications Section 5, Standard Specification for Electrical motors

4 pole IE 1 Standard efficiency cast iron 400 Volt 50 Hertz three phase electrical motor

Motor specification:

Star Delta, D.O.L and VSD Control

Direct and pulley couplings

IP 55 ingress protection

Class H insulation

Safe zone area

General purpose motor

Pump application

Mounting: foot, flange, foot/flange

B1	Description 4 pole IE 1 Standard efficiency cast iron 400 Volt 50 Hertz three phase electrical motor New electrical motors are not standardised to a specific brand. Bidders will tender on most recognised established brands such as Motorelli, Actom, CMG, WEG, SIEMENS or equivalent, providing only one price for any or combination required per line item	Excl. VAT R
		Unit of measure - EACH
B1.1	0.55 kW, 1415 rpm, frame size 80, foot and flange mount type	R
B1.2	1.1 kW, 1430 rpm, frame size 90S, foot and flange mount type	R
B1.3	1.5 kW, 1410 rpm, frame size 90L, foot and flange mount type	R
B1.4	2.2 kW, 1410 rpm, frame size 100L, foot and flange mount type	R
B1.5	5.5 kW, 1465 rpm, frame size 132S, foot and flange mount type	R
B1.6	7.5 kW, 1455 rpm, frame size 132M, foot and flange mount type	R
B1.7	11 kW, 1460 rpm, frame size 160M, foot and flange mount type	R
B1.8	15 kW, 1460 rpm, frame size 160M, foot and flange mount type	R
B1.9	18.5 kW, 1465 rpm, frame size 180M, foot and flange mount type	R
B1.10	22 kW, 1465 rpm, frame size 180L, foot and flange mount type	R
B1.11	30 kW, 1470 rpm, frame size 200L, foot and flange mount type	R

B1	description 4 pole IE 1 Standard efficiency cast iron 400 Volt 50 Hertz three phase electrical motor New electrical motors are not standardised to a specific brand. Bidders will tender on most recognised established brands such as Motorelli, Actom, CMG, WEG, SIEMENS or equivalent, providing only one price for any or combination required per line item	Excl. VAT R
		Unit of measure - EACH
B1.12	37 kW, 1470 rpm, frame size 225S/M, foot and flange mount type	R
B1.13	45 kW, 1475 rpm, frame size 225S/M, foot and flange mount type	R
B1.14	55 kW, 1475 rpm, frame size 250S/M, foot and flange mount type	R
B1.15	75 kW, 1480 rpm, frame size 250 S/M, foot and flange mount type	R
B1.16	90 kW, 1485 rpm, frame size 280 S/M, foot and flange mount type	R
B1.17	110 kW, 1485 rpm, frame size 250 S/M, foot and flange mount type	R
B1.18	132 kW, 1490 rpm, frame size 315 S/M, foot and flange mount type	R
B1.19	160 kW, 1490 rpm, frame size 315 S/M, foot and flange mount type	R
B1.20	185 kW, 1490 rpm, frame size 315 S/M, foot and flange mount type	R
B1.21	200 kW, 1490 rpm, frame size 315 S/M, foot and flange mount type	R
B1.22	300 kW, 1490 rpm, frame size 355 M/L, foot and flange mount type	R
B1.23	315 kW, 1490 rpm, frame size 355 M/L, foot and flange mount type	R
B1.24	355 kW, 1490 rpm, frame size 355 M/L, foot and flange mount type	R

4 pole IE 3 Top premium efficiency cast iron 400 Volt 50 Hertz three phase electrical motoR

Motor specification:

Star Delta, D.O.L and VSD Control

Direct and pulley couplings

IP 55 ingress protection

Class H insulation

Safe zone area

General purpose motor

Pump application

Mounting: foot, flange, foot/flange

B2	Description 4 pole IE 3 Premium efficiency cast iron 400 Volt 50 Hertz three phase electrical motor New electrical motors are not standardised to a specific brand. Bidders will tender on most recognised established brands such as Motorelli, Actom, CMG, WEG, SIEMENS or equivalent, providing only one price for any or combination required per line item	Excl. VAT R
		Unit of measure - EACH
B2.1	0.55 kW, 1415 rpm, frame size 80, foot and flange mount type	R
B2.2	1.1 kW, 1430 rpm, frame size 90S, foot and flange mount type	R
B2.3	1.5 kW, 1410 rpm, frame size 90L, foot and flange mount type	R
B2.4	2.2 kW, 1410 rpm, frame size 100L, foot and flange mount type	R
B2.5	5.5 kW, 1465 rpm, frame size 132S, foot and flange mount type	R
B2.6	7.5 kW, 1455 rpm, frame size 132M, foot and flange mount type	R
B2.7	11 kW, 1460 rpm, frame size 160M, foot and flange mount type	R
B2.8	15 kW, 1460 rpm, frame size 160M, foot and flange mount type	R
B2.9	18.5 kW, 1465 rpm, frame size 180M, foot and flange mount type	R
B2.10	22 kW, 1465 rpm, frame size 180L, foot and flange mount type	R
B2.11	30 kW, 1470 rpm, frame size 200L, foot and flange mount type	R
B2.12	37 kW, 1470 rpm, frame size 225S/M, foot and flange mount type	R
B2.13	45 kW, 1475 rpm, frame size 225S/M, foot and flange mount type	R
B2.14	55 kW, 1475 rpm, frame size 250S/M, foot and flange mount type	R
B2.15	75 kW, 1480 rpm, frame size 250 S/M, foot and flange mount type	R
B2.16	90 kW, 1485 rpm, frame size 280 S/M, foot and flange mount type	R

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B2	Description 4 pole IE 3 Premium efficiency cast iron 400 Volt 50 Hertz three phase electrical motor New electrical motors are not standardised to a specific brand. Bidders will tender on most recognised established brands such as Motorelli, Actom, CMG, WEG, SIEMENS or equivalent, providing only one price for any or combination required per line item	Excl. VAT R
		Unit of measure - EACH
B2.17	110 kW, 1485 rpm, frame size 250 S/M, foot and flange mount type	R
B2.18	132 kW, 1490 rpm, frame size 315 S/M, foot and flange mount type	R
B2.19	160 kW, 1490 rpm, frame size 315 S/M, foot and flange mount type	R
B2.20	185 kW, 1490 rpm, frame size 315 S/M, foot and flange mount type	R
B2.21	220 kW, 1490 rpm, frame size 315 S/M, foot and flange mount type	R
B2.22	315 kW, 1490 rpm, frame size 355 M/L, foot and flange mount type	R
B2.23	355 kW, 1490 rpm, frame size 355 M/L, foot and flange mount type	R
B2.24	400 kW, 1490 rpm, frame size 355 M/L, foot and flange mount type	R
B2.25	450 kW, 1490 rpm frame size 355 M/L, foot and flange mount type	R

4 pole IE 4 Top premium efficiency cast iron 400 Volt 50 Hertz three phase electrical motoR

Motor specification:

Star Delta, D.O.L and VSD Control

Direct and pulley couplings

IP 55 ingress protection

Class H insulation

Safe zone area

General purpose motor

Pump application

Mounting: foot, flange, foot/flange

B3	Description 4 pole IE 4 Super premium efficiency cast iron 400 Volt 50 Hertz three phase electrical motor New electrical motors are not standardised to a specific brand. Bidders will tender on most recognised established brands such as Motorelli, Actom, CMG, WEG, SIEMENS or equivalent, providing only one price for any or combination required per line item	Excl. VAT R
		Unit of measure - EACH
B3.1	37 kW, 1470 rpm, frame size 225S/M, foot and flange mount type	R
B3.2	45 kW, 1475 rpm, frame size 225S/M, foot and flange mount type	R
B3.3	55 kW, 1475 rpm, frame size 250S/M, foot and flange mount type	R
B3.4	75 kW, 1480 rpm, frame size 250 S/M, foot and flange mount type	R
B3.5	90 kW, 1485 rpm, frame size 280 S/M, foot and flange mount type	R
B3.6	110 kW, 1485 rpm, frame size 250 S/M, foot and flange mount type	R
B3.7	132 kW, 1490 rpm, frame size 315 S/M, foot and flange mount type	R
B3.8	160 kW, 1490 rpm, frame size 315 S/M, foot and flange mount type	R
B3.9	185 kW, 1490 rpm, frame size 315 S/M, foot and flange mount type	R
B3.10	220 kW, 1490 rpm, frame size 315 S/M, foot and flange mount type	R
B3.11	315 kW, 1490 rpm, frame size 355 M/L, foot and flange mount type	R
B3.12	355 kW, 1490 rpm, frame size 355 M/L, foot and flange mount type	R

B4	Description Bidders will tender on most recognised established brands such as Motorelli, Actom, CMG, WEG, SIEMENS or equivalent, providing only one price for an item or combination of brands on site required per line item	Excl. VAT R
		Unit of measure - EACH
B4.1	575 kW, YKK400-4 or Y2-450-4 frame, S1 Duty, 4 pole, 1480 rpm, 3300 Volts, 50 Hertz. Terminal box top or side mount, Thermisors, internal heater 230 Volt, Class F or higher insulation, VFD compatible, ball bearing bearings, foot mount. New motor to be IE3 rated minimum	R
B4.2	150 kW at 400 Volt, 50 Hertz, 355 frame, 595 rpm speed, flange mount. Side mount terminal box. Thermistors, internal heater 230 Volt, Class F or higher insulation, VFD compatibale, ball bearing bearings. New motor to be IE3 rated minimum	R
B4.3	410 kW, 88 Amps, HGF355 frame, S1 Duty, 4 pole, 1480 rpm, 3300 Volts, 50 Hertz. Terminal side mount, Thermisors, internal heater 230 Volt, Class F or higher insulation, VFD compatible, ball bearing bearings, foot mount. Existing motor on site is WEG. New motor to be IE3 rated minimum	R
B4.4	575 kW, 122 Amps, HGF400 frame, S1 Duty, 4 pole, 1480 rpm, 3300 Volts, 50 Hertz. Terminal side mount, Thermisors, internal heater 230 Volt, Class F or higher insulation, VFD compatible, ball bearing bearings, foot mount. Existing motor on site is WEG. New motor to be IE3 rated minimum	R
B4.5	500 kW, 108 Amps, 1LA1450 frame, S1 Duty, 4 pole, 991 rpm, 3300 Volts, 50 Hertz. Terminal side mount, Thermisors, internal heater 230 Volt, Class F or higher insulation, VFD compatible, DE bearing NU226+6226 C3, NDE NU226 C3, foot mount. Existing motor on site is ALSTOM. New motor to be IE3 rated minimum	R

C. TRANSPORT RATE (Excl VAT)

NR	DESCRIPTION	Unit measure EACH	of -	Excl.VAT R
C1.1	Light Delivery Vehicle (LDV) 0.5 – 1.0 ton	km		R
C1.2	Truck, 3 ton flat bed	km		R
C1.3	Truck, 5 ton flat bed	km		R
C1.4	Truck, 10 ton flat bed	km		R
C1.5	Truck, 3 ton with mounted crane all cost inclusive	km		R
C1.6	Truck, 5 ton with mounted crane all cost inclusive	km		R
C1.7	Truck, 10 ton with mounted crane all cost inclusive	km		R
C1.8	Mobile crane with 5 ton lifting capacity all cost inclusive	Daily		R
C1.9	Mobile crane with 10 ton lifting capacity all cost inclusive	Daily		R
C1.10	Large mobile 100T crane 50 meter boom extension at 50 meter reach lifting 2 Ton all cost inclusive	Daily		R

D. LABOUR WORKING HOURS RATE (Excl VAT)

NR	DESCRIPTION	Unit measure EACH	of -	Excl.VAT R
D1.1	Driver	hr		R
D1.2	Technical supervisor	hr		R
D1.3	Artisan electrician, Rigger, Armature winder, Millwright, Fitter, Fitter and turner	hr		R
D1.4	Artisan assistant, Handyman, Labourer	hr		R
D1.5	Laser Alignment Specialist, Vibration Analyst	hr		R
D1.6	Rigging specialist	hr		R

D. LABOUR SATURDAY RATE (Excl VAT)

NR	DESCRIPTION	Unit measure EACH	of -	Excl.VAT R
D2.1	Driver	hr		R
D2.2	Technical supervisor	hr		R
D2.3	Artisan electrician, Rigger, Armature winder, Millwright, Fitter, Fitter and turner	hr		R
D2.4	Artisan assistant, Handyman, Labourer	hr		R
D2.5	Laser Alignment Specialist, Vibration Analyst	hr		R
D2.6	Rigging specialist	hr		R

D. LABOUR SUNDAY AND PUBLIC HOLIDAY RATE (Excl VAT)

NR	DESCRIPTION	Unit measure EACH	of -	Excl.VAT R
D3.1	Driver	hr		R
D3.2	Technical supervisor	hr		R
D3.3	Artisan electrician, Rigger, Armature Winder, Millwright, Fitter, Fitter and turner	hr		R
D3.4	Artisan assistant, Handyman, Labourer	hr		R
D3.5	Laser Alignment Specialist, Vibration Analyst	hr		R
D3.6	Rigging specialist	hr		R

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E1: INSPECTIONS AND TESTS

NR	DESCRIPTION	Unit measure EACH	of -	Excl.VAT R
E1.1	Thermal image survey of installation, inclusive of motor and gearbox and/or fan unit and report	hr		R
E1.2	Vibration analysis inclusive of motor or gearbox or ancillary equipment and report	hr		R

E2: PREDICTIVE MAINTENANCE ASSESMENTS AND TESTS (all line items to be tendered on by all tenderers)

Item	Payment reference	Description	Unit measure EACH	of -	Unit Price (Excl. VAT)
E2.1	Specification Standard Specifications for Electrical Motors C.5 SPECIFICATIONS Section 4.18: Predictive maintenance assessment of motor circuit and anaysis	On site testing of Motor Circuit Analysis (MCA) by means of PdMA (Predictive Maintenance Assessment) or equivalent	hr		R
E2.2	Specification Standard Specifications for Electrical Motors C.5 SPECIFICATIONS Section 5.21: Electrical motor predictive maintenance monitor sensor	Electrical Motor Smart predictive condition monitoring sensor	Each		R

F. PROVISIONAL SUM

NR	DESCRIPTION		(Percentage Mark Up)
		Provisional Sum	Tenderer to indicate the % allowance up to a maximum of 10%
F1	Allow for the provisional sum for the selection, supply, delivery to site and installation for any electrical motor, generator or related Goods and Services which are unforeseen, not specified and not listed in the pricing schedule before the time of tender.	R 750 000.00 Incl VAT	

C.5 SPECIFICATION(S)

INTRODUCTION

This three-year Framework Rates Based Agreement is part and an extension of the electrical motor and generator systems maintenance program ensuring the City of Cape Town make provision for a service provider/s to provide and maintain existing installed motor and generator assets at various City of Cape Town sites. The contract is required for operational and management purposes and is a mechanism to improve service delivery and product quality within the City of Cape Town – Water and Waste Directorate appointing the best resourced, skilled and qualified supplier.

The City of Cape Town promotes and encourages service providers to conform to statutory and legal requirements, in particular the Occupational Health and Safety Act and Regulations, Act 85 of 1993. In addition, the City of Cape Town embraces the protection of the environment.

The City of Cape Town has a vast array of plant, machinery and equipment in operation at Water and Sanitation facilities.

The City of Cape Town reserves the right to select service providers closest to the sites where the services are required. This is to ensure equipment removed from site can be inspected by City of Cape Town maintenance staff employed by EAM before work resumes and to inspect the serviced or repaired equipment on completion of repair before being delivered to a City of Cape Town facility. It has to be understood that out of City of Cape Town geographical boundary visits and trip authority for potentially multiple Work Orders per week is both impractical and not cost effective, should the above mentioned not be available within Geographical Boundaries of the City of Cape.

The service provider/contractor shall provide all workshop/facility, workshop machining tools, personal hand tools, equipment and consumables for work to be conducted within the Geographical Boundaries of the City of Cape. Therefore all liability of tools and equipment is that of the suppliers and the contractor.

Every maintenance program and works project has to adhere to the existing design, control philosophy, integration and compatibility when equipment are selected during maintenance and replacement programs with no unauthorised and unapproved modifications to existing equipment and design. Where the tenderer priced alternative parts and equipment without taking into consideration of the existing infrastructure design, all work from design, approval, potential re-wire and modifications will for the full account of the appointed supplier of the contract.

TYPE OF WORKS PROJECTS AND MAINTANANCE ACTIVITIES ACCOCIATED WITH AUTOMATED PLANT MAINTENANCE

Engineering and Asset Management maintains a vast array and varied complex plant automation and electrical controls systems, therefore the supplier will be required to have extensive experience, skills, resources and equipment available to successfully comply with the scope of work and conditions of the contract for ALL the types of work described further.

1. The following type of works projects will be executed during the contract period.

Electrical motors ranging in speeds from 2 pole 3000 RPM to 6 pole 1000 RPM, 0.37kW – 500kW 400 Volt, 50 Hz AC and up to 1500 kW 3300 Volt 50 Hz AC.

Routine maintenance and service
Overhaul and rewind
Mechanical fitting and turning and machining of parts
Washing, baking/stoving
Sandblasting
Spray-painting
Supply and fitting of serviceable parts and components
On-site condition monitoring vibration, temperature and electrical current signature analysis
On-site alignment
On-site removal by rigging and fitting of electrical motors
Transportation
Heavy lifting and rigging and transport

2. Electrical generator 400 Volt 50 Hz up to 2000 kVa

Routine maintenance and service
Overhaul and rewind
Mechanical fitting and turning and machining of parts
Washing, baking/stoving
Sandblasting
Spray-painting
Supply and fitting of serviceable parts and components
On-site condition monitoring vibration, temperature and electrical current signature analysis
On-site alignment
On-site removal by rigging and fitting of electrical motors
Transportation
Heavy lifting and rigging and transport
Mechanical dismantling of a generator out of a container, enclosure or building to remove the alternator for service or repair and making good of all trades.
Mechanical installation and connection of a generator into a container or building after service or repair and making good of all trades.

3. Minor works on submersible and immersible pump electrical motors

Mechanical fitting and turning and machining of parts
Supply and fitting of serviceable parts and components
On-site condition monitoring vibration, temperature and electrical current signature analysis
On-site removal by rigging and fitting of electrical motors
Transportation
Heavy lifting and rigging and transport

4. TRADE NAMES OR PROPRIETARY PRODUCTS

Tenderers/Suppliers 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”.

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’

5. 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 or its agent, upon request.

6. FORMS FOR CONTRACT ADMINISTRATION

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

a) Monthly Project Labour Report

Not applicable

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

1. Electrical motor test certificate of conformance
2. SAP Attribute form
3. Delivery note
4. Invoice and Guarantee of service, repair or supplied goods
5. Root cause of failure analysis (or suspected) upon request at start for the Works Project
6. Provide to the Contract Manager the Contract Price Adjustment schedules to review at least 60 calendar days before the end of the first year after commencement of contract and again the same for the second year into the contract life cycle.

CONTRACT NO: 270S/2023/24

SERVICING, REPAIRS, REFURBISHMENT, MAINTENANCE AND SUPPLY OF AND TECHNICAL ASSESSMENTS AND ANALYSIS OF ELECTRICAL MOTORS

SPECIFICATIONS AND CONTENTS

1. SCOPE OF WORK
2. WORKS EXECUTION
3. PROJECT SPECIFICATIONS
4. MEASUREMENT AND PAYMENT
5. STANDARD SPECIFICATIONS FOR ELECTRICAL MOTORS
6. HEALTH AND SAFETY SPECIFICATION AND PLAN

1. SCOPE OF WORK

Where applicable and requested by the Engineering maintenance section of EAM, the Supplier shall supply the employer with a compliance certificate on completion of work for each project at each site. This clause would come into effect once the electrical connection is made by the contractor.

All materials shall be SABS or IEC certified or approved.

All items shall be as specified or similar and approved by the Contract Manager or the appointed Works Package Manager responsible and assigned for the maintenance.

All services will be co-ordinated and managed by Engineering and Asset Management maintenance sections. No work shall be undertaken without prior approval of the Department's Representative.

All services will be co-ordinated and managed by City of Cape Town, Engineering and Asset Management staff.

Type of works projects and maintenance activities associated with electrical motor repairs and maintenance.

Engineering and Asset Management maintains a vast amount of electrical motors ranging in size and design applications.

Services may consist of the following:

Various factors could warrant condition monitoring of equipment such as vibration analysis, bearing condition monitoring, laser alignment etc. in order to ensure reliability and availability of equipment and also fault-finding to determine certain undesirable conditions.

High degree of administration of technical on site recorded data is required and reporting thereof to the Engineering and Asset Management section. This will include the completion of the service records of all equipment in the vendors workshop facilities and also on site work performed.

Mechanical disconnection of electrical motors at the various Water and Sanitation plants, when requested by EAM maintenance sections.

Electrical disconnection of electrical motors at the various Water and Sanitation plants, when requested by EAM maintenance sections.

Transport for the collection of equipment from and delivery to the City Of Cape Town's premises as required, when requested by EAM maintenance sections.

Provision of all materials, consumables, parts, contractor's equipment, supervision, skilled labour necessary for the repair of equipment described elsewhere.

Dismantling, cleaning, inspection, reporting, repair, servicing, reconditioning of equipment.

Testing of equipment and submission of prescribed test reports and guarantees.

Delivery to and off-loading of equipment to sites advised by the Employer.

Installation of equipment and mechanical aligning as prescribed.

Feedback required from the supplier will demand the ability of the contractor to collect, record and report the data collected. The information required from the Supplier would be such as documents listed elsewhere in the document such as motor test reports, vibration reports, alignment reports, SAP Attribute returnable etc.

Testing and repairs to standby generators.

Generator maintenance and test reports.

Location of works

Services during the contract period will be at a facility identified by the City of Cape Town (CCT). The Works are located within three regions within City of Cape Town Metro. Engineering and Asset Management operate in the following Water and Sanitation area map which is divided into three operational regions namely:

Region 1: South Schaapkraal

Region 2: East Blomtuin

Region 3: North Killarney

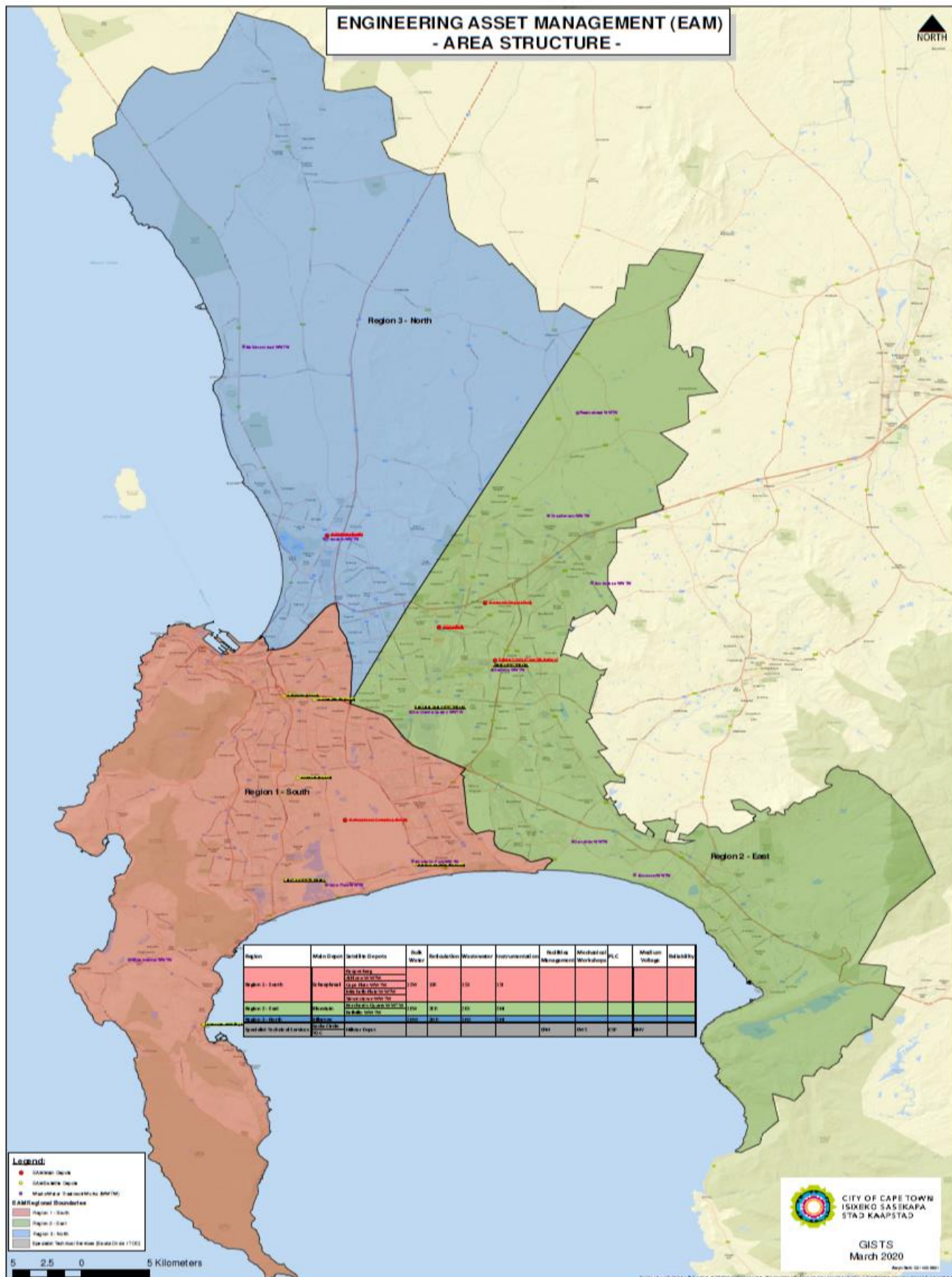
The sites will be the buildings or ground or any other place in or on where work has to be executed. These include Waste Water, Bulk Water, Reticulation and Treated Effluent type facilities owned and operated by the City of Cape Town.

The Suppliers need to acquaint themselves and abide by the applicable site conditions.

Services and units need to be positioned and operated within approved positions on each site. The Supplier shall occupy only such ground as is necessary to carry out the work. He shall provide and maintain such access to the various sections of the Works as he requires for the proper execution of the work.

Facilities are in daily operation 24/7. Shut downs for extended time periods will not be allowed. Shut down of portions of plant may be considered for approval by the City of Cape Town when the Supplier submit a project

plan and method statement. The supplier shall plan and program the work to ensure downstream operations are not adversely affected.



2. WORK EXECUTION

2.1 Plant materials and equipment

The Supplier shall supply all the plant and equipment required and all plant and equipment shall comply with the requirements as stipulated in the Environmental and Occupational Health and Safety Act and the Construction Regulation Act (2014).

The rates and services supplied under this contract shall include compliance with the Health and Safety Specification and Regulations, Hepatitis A and B injections for contractor's staff. Compliance with the requirements of the Occupational Health and Safety Act, 85 of 1993 and Construction Regulations, 2014. Provision of and adherence to a Health and Safety Specification and Plan. Liaison, co-ordination and chairing of meetings in respect of Health and Safety requirements. Any other Health and Safety expenses incurred in complying with the requirements of the contract. Compliance with the Environmental Management Specification in the Scope of Work and Environmental Management expenses incurred in complying with the requirements of the contract.

2.2 Key Staff Personal and labour resources

The Supplier shall supply all labour and resources required for all work required. This labour component may or may not be in the permanent employment of the contractor. Sourced sub-contractor labour shall be declared and listed in in Schedule F15. A Memorandum of Agreement to appoint a resource shall be submitted between the tenderer and the sub-contractor clearly indicating the intention to sub-contract with a written and signed agreement between both parties.

The contractor shall make available 30 calendar after award and commencement of contract the following staff and labour resources in the City of Cape Town Metropolitan region. It is assumed that a one stop shop under one roof might not be practical or possible, therefore the tenderer shall list available resources in Schedule F15. All the staff and labour shall be located within the Geographical Area/Region of the City of Cape Town Municipality.

The Contractor/Tenderer shall supply all staff and labour resources required for all work required. This may or may not be in the permanent employment of the contractor. Sourced sub-contractor staff and labour resources shall be declared and listed in the sub-contractor declaration in Schedule F15.

A Memorandum of Agreement shall be submitted between the tenderer and the sub-contractor clearly indicating the intention to sub-contract with a written and signed agreement between the respective parties.

2.3 Workshop and office facilities

The Supplier shall supply all the workshop and office facilities required in an electrical rewinding and repair facility required for when work is required. It is expected that work will be required every day of the week for the duration of the contract in and out of the workshop and ready for inspections any day of the week. Workshops and repair facilities shall be all located within the City of Cape Town Metropolitan Municipal boundary. This may or may not be in the permanent possession of the contractor. Sourced workshop and office facilities shall be declared and listed as resources in the returnable Schedule F.15.

Workshops and repair facilities shall be all located within the City of Cape Town Metropolitan Municipal boundary. This may or may not be in the permanent possession of the contractor. This has to be available to the contractor 24/7 with no additional cost to the City. Sourced equipment and facilities shall also be declared and listed in Schedule F.15.

The contractor shall make available on or before 30 calendar days after award and commencement of contract the following workshop facilities in the City of Cape Town Metropolitan region. The Supplier shall within 30 calendar days after award and upon signing the Memorandum of Agreement (MOA), of the contract, supply the City of Cape Town's Contract Manager a detailed list of all Workshop and Office facilities resources available and intended to be used for the contract period. This include all Workshop and Office facilities resources that could not be deemed as eligibility criteria at the time of tendering. All the workshop facilities shall be located within the Geographical Area/Region of the City of Cape Town Municipality.

2.4 Vehicles plant and equipment

The Supplier shall supply all vehicles plant and equipment resources required for when work is required. It is expected that the resources will be required every day of the week for the duration of the contract. This may or may not be in the permanent possession of the contractor. Sourced vehicles plant and equipment shall be declared and listed as resources in the returnable Schedule F.15.

The contractor shall within 30 calendar days after award of the contract supply the City of Cape Town's contract

manager a detailed list of all Vehicles plant and equipment intended to be used for the contract period. This include all vehicles plant and equipment that could not be deemed as eligibility criteria at the time of tendering. All the vehicles shall be located within the Geographical Area/Region of the City of Cape Town Municipality

2.5 Joint Venture staff labour and resources

The Supplier shall supply all joint venture staff, labour and resources required for when work is required. This may or may not be in the permanent employment of the contractor. Sourced labour and resources shall be declared and listed as resources in the returnable Schedule F.15.

The contractor shall within 30 calendar days after award of the contract supply the City of Cape Town's project manager a detailed list of all joint venture staff and labour resources appointed and intended to be used for the contract period. This include all Staff and Labour resources that could not be deemed as eligibility criteria at the time of tendering included in a detailed and motivated Memorandum of Understanding (MOU) or Memorandum and Agreement (MOA) between all relevant parties and individuals.

2.6 Tools and equipment required in electrical rewinding repair facility

The Supplier shall supply all the tools and equipment required in electrical rewinding repair facility resources required for when work is required. This may or may not be in the permanent possession of the contractor. This has to be available to the contractor 24/7 with no additional cost to the City. Sourced equipment shall also be declared and listed in the returnable Schedule F.15.

The Supplier shall within 30 calendar days after award of the contract supply the City of Cape Town's project manager a detailed list of all tools and equipment in an electrical rewinding and repair facility available and intended to be used for the contract period. This include all Tools and Equipment that could not be deemed as eligibility criteria at the time of tendering.

2.7 Treatment of existing services

The Supplier shall familiarise himself with all existing services and liaise with all relevant authorities for the location and detection of existing services. The contractor shall also use all necessary means to locate and expose services without damage to such services, should it be necessary.

2.8 Damage to services

The Supplier shall ensure that his employees do not interfere with, or cause damage to any existing services and he shall instruct them to refrain from entering areas where they are not required to carry out any work related to the contract.

2.9 Reinstatement of services and structure damaged during execution of the works.

The Supplier shall be responsible for the reinstatement of all services damaged as a result of his activities while on site. All reinstatement and repair costs shall be fully borne by the Contractor no claims against the Employer will be entertained.

2.10 Source of Power Supply

The Supplier may use the Employer's existing electricity supply and shall not be charged for reasonable use for the execution of tasks that fall under this Contract.

The employer accepts no responsibility for the availability, or lack thereof, of electricity. No payment shall be made for the costs incurred in that regard.

2.11 Location of Services and Materials Storage Area

It is not expected that the Supplier may need or require storage areas on City of Cape Town facilities under this Contract. However, storage areas are required in the Suppliers workshops for incoming, in progress and completed electrical motors.

Storage areas where required, will be provided on the various sites and shall be indicated to the Contractor on an ad hoc basis.

The Contractor shall confine his storage of materials to the areas designated. On completion of the works, the surface of the areas utilised shall be re-instated,

The contractor shall continuously clear up and make good when any service or facility is no longer required. He shall leave the employers facilities in the condition they were before the Contractor first made use of them, with fair wear and tear excepted.

The Contractor shall continuously clear and dispose of waste and surplus materials to maintain the site in a tidy state.

2.12 Site usage

Access to site shall be limited to the Supplier and its personnel. The Supplier shall report to the site administration office at all times before proceeding onto site for any work.

2.13 Alterations, additions, extensions and modifications to existing works

No alterations, additions, extensions and modifications to Works will be required under this Contract, unless specifically instructed or specified by the Employer.

2.14 Spares and parts

Spares shall be managed and kept safe by the Supplier until it has been supplied or installed, commissioned and handed over to the City of Cape Town.

2.15 Modification protocol

Original plant equipment design changes and modifications shall only be authorised by the Engineer. Such changes and modifications may have to be updated in all the volumes of the OEM manuals which will include the specifications, drawings, part lists and the distribution of all the changes to the owners of the manuals at the cost of the tenderer. It is imperative to note that a change of installed parts and components due to the supply of an equivalent offered by the Supplier, it shall be deemed as a modification of the original engineering design which has been amplified in C.5 Specification(s) INTRODUCTION and Clause 14.3.

2.16 Warranty

The warranty for goods and services are specified under this contract in GCC, clause 15.

The contractor is further obligated to provide the City of Cape Town a warranty for supplied goods from date of delivery for the full term specified by the Original Manufacturer's warranty. This warranty may exceed the timeframe of GCC, clause 15.

All workmanship, materials and components shall have a warranty valid for twelve (12) months after the goods and/or services have been delivered. Where products procured will be supplied with the Original Equipment Manufacturer guarantee and warranty, conditions applicable to the specific product may exceed twelve (12) months from date of purchase. The OEM guarantee and warranty conditions shall take preference for the products supplied.

2.17 Method Statement

The City of Cape Town Works Package Manager (WPM) may require the Supplier to compile and submit a Method Statement before work may be scheduled. This need be reviewed and approved by the WPM and plant manager. Hereunder is a format serving as a guideline which will be required as a minimum standard for a method statement.

2.18 Contractors method statement requirements

Method Statement and the format.

A method statement is a written document that essentially details a safe system of work and identifies the conceivable hazards that may arise during the work that is undertaken. Method statements are usually provided to the client by the principal contractor.

The Method statement shall explain in detail the work that is to be undertaken and the necessary remedial measures that need to be in place in order to protect the site workforce and in some cases members of the public who may be affected by work actions.

Method statement should include the following information as a minimum:**Basic Contract/Job Information**

The name and number (where applicable) of the contract or job

.....

Contract/Job Details

The name and address of the company that is undertaking the works

.....

The intended start date on site

.....

Details of the nature of the work that is to be undertaken

.....

The number of operatives/workers who will be involved in the works

.....

The name(s) of the supervisor(s) or person(s) responsible for health and safety

.....

The anticipated date for completion of the works

.....

Method of Work

A description of how the works are to be carried out in relation to the task and site-specific hazards

.....

A schedule of the works and a sequence of the operations/tasks

.....

Details of where the work is to take place and whether this designated area requires segregation

.....

Where applicable the inclusion of details regarding other subcontractors who may affect your works or details of how you will affect the works of other subcontractors

.....

For high risk works provide a detailed description of intended emergency procedures

.....

Risk and HIRA Assessments

The inclusion of any risk/HIRA assessments and/or site specific health and safety issues which will assist in the identification and management of task specific hazards

.....

Plant/Equipment

The inclusion of details regarding any equipment or plant that is to be provided for the works

.....

Drawings/Sketches

The inclusion of simple illustrations that can communicate tasks or procedures to the operatives where necessary or possible

.....

Monitoring and Review

Details of how the works will be monitored supervised and evaluated

.....

Details of the person(s) who will communicate the method statement to the relevant operatives and when this communication will take place

.....

Remember every job and every site is different so method statements must always be site specific and must be compiled by a competent person who is familiar with health and safety guidelines, the process of works and the site specifics.

Maintenance Manager:

Date:

Supplier:

Date:

2.19 SAP Attributes

When the Supplier receives an asset from the City of Cape Town, the following format shall serve as a guideline which will be required as a minimum standard for the recording of the information about the asset received. Some of the information could already be completed, but if not, the Supplier shall ensure all available relevant information fields are completed.

When the asset is returned from the contractor to the City of Cape Town this completed document shall form part of the document pack submitted.

SAP ASSET ATTRIBUTES

SAP Data Attributes		
Number	SAP Attribute Information	Recorded Information
1	Address/Plant name (where is it from)	
2	City of Cape Town contact person name	
1	Description of asset (What/type)	
2	SAP Functional location	
3	Main Work Centre	
4	SAP equipment number	
5	Serial number (where applicable)	
6	Weight	
7	Size and/or dimensions	
8	Manufacturer	
9	Manufacturer part number (where applicable)	
10	Make/Manufacturer (where applicable)	
11	Model (where applicable)	
12	Technical identification number	
13	Date of last service	
14	Warranty start date	
15	Warranty end date	
16	Startup date	
17	Acquisition date	
18	Acquisition value	
It is the responsibility of the Supplier to ensure that every work request is accompanied by a SAP maintenance work order. The Engineering and Asset Maintenance department will supply the contractor with the SAP work order. The work order will specify the SAP master data details regarding that specific asset which requires servicing or repairs. The purpose of the SAP Attribute schedule is to ensure the asset location is carefully recorded and reported where the asset will be re-installed and commissioned after the service activity to ensure the upholding of the SAP master data integrity.		

2.20 Maintenance and repair reports

The Supplier shall submit the following documentation to the Works Project Manager on completion of all work before payment is expected and may be expedited by the Works Project Manager;

3. Test report after service or repair
4. SAP Attribute datasheet
5. Guarantee of service, repair or supplied goods
6. Goods Receipt Note
7. Invoice
8. Root cause of failure analysis upon request at start for the Works

3. PROJECT SPECIFICATIONS

This specification covers the supply, installation, servicing, repairing and reconditioning of electrical motors and associated equipment.

This specification is a broad outline of activities and tender requirements therefore each Works Project will be detailed by the Works Package Managers in their detailed Works Package Specifications which is specific to each maintenance project.

It shall be the responsibility of the Supplier to obtain the most recent copies of the relevant editions of the General Electrical Motor Technical Specification documents referred to in this document, particular reference is made to the City of Cape Town's Standard Specifications for Electrical Motors.

The Contractor shall obtain copies of the Standard Specifications listed; which are available from the South African Bureau of Standards.

Applicable legislations and SANS standards for the execution of the works.

The latest edition, including all amendments up to date of tender, of the following Specifications, publications and codes of practice shall be read in conjunction with this specification and shall be deemed to form part thereof. Where South African National Standards (SANS) specifications or a code of practice exists it must be adhered to and no costs thereof are to be accounted for in the contractor's rates.

The following acts, regulations and specifications shall take prevalence unless stated otherwise in the document or Specifications.

SANS 101111 Engineering drawings

SANS 1186 Symbolic Safety Signs

SANS 101042-1 Wiring of premises, Low Voltage 50 VAC – 1000 VAC

SANS 101042-2 Medium Voltage fixed installation above 1000VAC – 22000VAC

Occupational Health and Safety Act 85 of 1993 (OHS Act 85, 1993) as amended including all Regulations promulgated since.

Environment Conservation Act, 1989

SANS 1561-1, Rewound and refurbished rotating electrical machines Part 1: Low-voltage three-phase induction motors

SANS 5770, Preparation of steel substrates before the application of paints and related products - Test for the assessment of cleanliness of blast-cleaned steel surfaces - Freedom from certain soluble salts

SANS 60034-1, Rotating electrical machines Part 1: Rating and performance

SANS 60034-2, Rotating electrical machines Part 2: Methods for determining losses and efficiency of rotating electrical machinery from tests (excluding machines for traction vehicles)

SANS 60034-2-1, Rotating electrical machines Part 2-1: Standard methods for determining losses and efficiency from tests (excluding machines for traction vehicles)

SANS 60034-2A, rotating electrical machines Part 2A: Methods for determining losses and efficiency of rotating electrical machinery from tests (excluding machines for traction vehicles) First supplement: Measurement of losses by the calorimetric method

SANS 60034-5, Rotating electrical machines Part 5: Degrees of protection provided by the integral design of rotating electrical machines (IP code) – Classification

SANS 60034-6, Rotating electrical machines Part 6: Methods of cooling (IC Code)

SANS 60034-7, Rotating electrical machines Part 7: Classification of types of construction, mounting arrangements and terminal box position (IM Code)

SANS 60034-8, Rotating electrical machines Part 8: Terminal markings and direction of rotation

SANS 60034-9, Rotating electrical machines Part 9: Noise limits

SANS 60034-11, Rotating electrical machines Part 11: Thermal protection

SANS 60034-12, Rotating electrical machines Part 12: Starting performance of single-speed three-phase cage induction motors

SANS 60034-14, Rotating electrical machines Part 14: Mechanical vibration of certain machines with shaft heights 56 mm and higher - Measurement, evaluation and limits of vibration severity

SANS 60034-15, Rotating electrical machines Part 15: Impulse voltage withstand levels of form-wound stator coils for rotating Alternating Current machines

SANS 60034-17, Rotating electrical machines Part 17: Cage induction motors when fed from converters - Application guide

SANS 60034-18-1, Rotating electrical machines Part 18: Functional evaluation of insulation systems Section 1: General guidelines

SANS 60034-18-21, Rotating electrical machines Part 18: Functional evaluation of insulation systems Section 21: Test procedures for wire-wound windings - Thermal evaluation and classification

SANS 60034-18-22, Rotating electrical machines Part 18-22: Functional evaluation of insulation systems - Test procedures for wire-wound windings - Classification of changes and insulation component substitutions

SANS 60034-18-31, Rotating electrical machines Part 18: Functional evaluation of insulation systems Section 31: Test procedures for form-wound windings - Thermal evaluation and classification of insulation systems used in machines up to and including 50 MVA and 15 kV

SANS 60034-18-33, Rotating electrical machines Part 18: Functional evaluation of insulation systems Section 33: Test procedures for form-wound windings - Multifactor functional evaluation - Endurance under combined thermal and electrical stresses of insulation systems used in machines up to and including 50 MVA and 15 kV

SANS 60034-18-34, Rotating electrical machines Part 18-34: Functional evaluation of insulation systems - Test procedures for form-wound windings - Evaluation of thermomechanical endurance of insulation systems

SANS 60034-18-41, Rotating electrical machines Part 18-41: Qualification and type tests for Type I electrical insulation systems used in rotating electrical machines fed from voltage converters

SANS 60034-19, Rotating electrical machines Part 19: Specific test methods for Direct Current machines on conventional and rectifier-fed supplies

SANS 60034-22, Rotating electrical machines Part 22: AC generators for reciprocating internal combustion (RIC) engine driven generating sets

SANS 60034-23, Rotating electrical machines Part 23: Specification for the refurbishing of rotating electrical machines

SANS 60034-25, Rotating electrical machines Part 25: Guide for the design and performance of a.c motors specifically designed for converter supply

SANS 60034-26, Rotating electrical machines Part 26: Effects of unbalanced voltages on the performance of three-phase cage induction motors

SANS 60034-27, Rotating electrical machines Part 27: Off-line partial discharge measurements on the stator winding insulation of rotating electrical machines

SANS 60034-28, Rotating electrical machines Part 28: Test methods for determining quantities of equivalent circuit diagrams for three-phase low-voltage cage induction motors

SANS 60034-29, Rotating electrical machines Part 29: Equivalent loading and superposition techniques - Indirect testing to determine temperature rise

SANS 60034-30, Rotating electrical machines Part 30: Efficiency classes of single-speed, three-phase, cage-induction motors (IE-code)

SANS 60072-1, Dimensions and output series for rotating electrical machines Part 1: Frame numbers 56 to 400 and flange numbers 55 to 1080

SANS 60072-3, Dimensions and output series for rotating electrical machines Part 3: Small built-in motors - Flange numbers BF10 to BF50

SANS 60252-1, AC motor capacitors Part 1: General - Performance, testing and rating - Safety requirements - Guide for installation and operation

SANS 60947-4-1, Low-voltage switchgear and control gear Part 4-1: Contactors and motor-starters - Electromechanical contactors and motor-starters

SANS 60947-4-2, Low-voltage switchgear and control gear Part 4-2: Contactors and motor-starters - AC semiconductor motor controllers and starters

SANS 60947-4-3, Low-voltage switchgear and control gear Part 4-3: Contactors and motor-starters - A.C. semiconductor controllers and contactors for non-motor loads

SANS 9000, Quality management systems – Fundamentals and Vocabulary

SANS 9001, Quality management systems – Requirements

SANS 9004, Quality management systems – Guidelines for Performance Improvements

SANS 14001, Environmental Management Systems – Requirements with guidance for use.

National Environmental Management Act 1998 (as amended) (Act 107 of 1998)

NRS 040-3, High-voltage operating regulations Part 3: Model regulations - Recommended model regulations relating to power systems for operating, access control and supervision of systems that exceed 1 000 V, for the transmission and distribution of electricity

1.56 NRS 040-4, High-voltage operating regulations Part 4: Recommended model for the training, competency assessment and authorization of the Electricity Supply Industry for network operations

NRS 040-5, High-voltage operating regulations Part 5: Standard procedure and terminology for the issuing of operating instructions

NRS 040-6, High-voltage operating instructions Part 6: Code of practice for earthing.

The Supplier shall ensure that he is in possession of the latest specifications and acts.

4. MEASUREMENT AND PAYMENT

No additional charges (to cover costs associated with, building rental, telephones, datalines, Municipal rates, stripping assessing, investigation of the work involved in works projects, preparation of quotes, communication with clients, or other administrative costs etc) will be allowed. Any such costs must be recovered through the rates applicable.

The pricing for the installation of materials on the schedule of rates must include the cost for all labour, health and safety, transport, comprehensive safety plans, electrical compliance certificates, calibration of testing equipment, legislative AIA inspections and reports, and training of staff.

Where job specific and required, the Supplier will submit a site specific health and safety plan for each Works Project at each site. The Supplier will be responsible for the cost of the health and safety plan.

4.1 Plant and equipment charges

Unit: hour (hr)

The unit of measurement shall be an hourly rate to establish and operate plant and equipment.

The rates for plant shall, in addition, cover the cost of insurance, transport, hiring where required, consumable stores, fuel and maintenance.

4.2 Transport charges

Unit: kilometre (km)

The unit of measurement shall be a kilometre rate for the transport and delivery of materials, equipment or labour into storage of on the site (excluding large or mobile plant measured elsewhere). The rate shall include all charges including overheads such as fuel, maintenance charges, hire and rental cost, insurances, licensing and registration and profit etc. The tenderer may use and base the transport rate per unit on the Automobile Association (AA) transport rates calculator.

4.3 Labour charges

Unit: hour (hr)

The unit of measurement shall be an hourly rate to supply the required labour.

Rates include all incidental costs such as equipment, hand tools, power tools, PPE, safety equipment, medicals and all trade related training to comply with Occupational Health and Safety Act 85 of 1993 etc.

The tenderer may use and base the labour rate per unit on the Industry Bargaining Council's wage schedules and Supplier specific overhead cost structures of its company, in determining the minimum labour rates.

The unit rates for labour and plant, or the percentage allowance for addition to the net cost of labour and materials shall cover overhead charges and profit, site supervision and site staff, insurances, holidays with pay, and use and maintenance of tools and equipment. The rates or allowances shall also cover traveling allowances or traveling costs lodging allowances and any other emoluments and allowances payable to the workmen.

4.4 Inspection and maintenance reports

Unit: hour (hr)

The rates shall include all costs associated with the site survey, submission of Suppliers' documents, including submission of drawings, inspection and repair reports.

The Contractor shall hand to the City of Cape Town representative, immediately after each service, a detailed report of a repair or service that was carried out. The detailed report shall include:

The equipment serviced

The service test report together with recommendation/s shall be submitted to the Works Package Manager immediately upon completion of the service.

On completion of the scheduled service or call out, the Supplier need to submit a test / fault report based on the maintenance schedules and / or Work Package data for record purposes. The report must also minute the readings on all meters. A report on the conditions of all equipment serviced shall be submitted to the Works Package Manager immediately after completion of the routine service.

No payment shall be done without a detailed report being submitted. Where applicable, the original supplier's invoices must be attached with the contractor's payments.

4.5 Installation, Operation and Maintenance Manual drafts

Unit: No.

For newly supplied assets, the unit of measurement shall be the number of sets (three documents per set) of draft copies of an Installation, Operation and Maintenance Manual prior to commissioning required by the City of Cape Town and for installations where no installation, Operation and Maintenance Manuals are available. Rates shall include all work required to produce an installation, operation and maintenance manual as per the requirements of Standard Specifications for Electrical Work.

4.6 Installation, Operation and Maintenance Manual

Unit: No.

For newly supplied assets, the unit of measurement shall be the number of sets (six copies per set) copies of an installation, Operation and Maintenance Manual prior to the issue of the Taking-Over Certificate required by the City of Cape Town and for installations where no Installation, Operation and Maintenance Manuals are available. Rates shall include all work required to produce an installation, operation and maintenance manual for Standard Specifications for Electrical Work.

4.7 Remove existing equipment and materials

Unit: hour (hr)

The unit of measurement shall be the time worked on equipment and materials removed. The rates shall include the complete dismantling, removal, re-instatement and installation of electrical components and parts.

4.8 Installation, testing and commissioning of works

Unit: hour (hr)

The unit of measurement shall be the time worked on equipment on City of Cape Town sites. The tendered rates shall include full compensation for the installation, testing commissioning and making good all the damaged civil structures, including patching, plastering and painting where required. Separate items will be listed in the Schedule of Rates for different types and sizes of equipment.

4.9 Alternative or equivalent offers to the specified brand, model and make

The contractor shall bear all costs when supplying and item of goods, part of goods and/or material when offering an alternative equivalent to the specified brand, model and make when such goods, parts of goods and/or material is found to be non-compatible with any existing electrical asset or infrastructure. Any alternative equivalent supplied item shall be 100% compatible requiring zero modification to existing install base of plant and infrastructure. The supplier shall be solely and financially responsible to ensure the alternatively equivalent supplied item of goods, part of goods and/or material is installed to ensure 100% compatibility within 7 calendar days of when the Works Package Manager becomes aware on a non-compatibility issue.

4.10 Tender prices includes

All prices tendered shall factor in minor expenses, disbursements and costs per unit associated with sourcing and supplying parts or goods which include general internal administrative processes. It is generally accepted that transport to deliver the goods or parts to the City of Cape Town, excludes transport cost to deliver a product/s, which forms part of the scope of work developed by the respective Engineering and Asset Management maintenance section representative.

4.11 Provisional sum contract allowance

Allow for the provisional sum for the selection, supply, delivery to site and installation for any electrical motor, generator or related parts not listed in the pricing schedule and could not be specified and are unforeseen before the time of tender. The Provisional Sum is the defined cost plus the percentage/s for overheads and profit.

This provision shall be subject to Supply Chain Management clause 186 in the event of unexpected and not listed items in the schedule of rates is to be used during the contract period due to the highly specialised nature and complex automation systems installed in Water and Sanitation;

SCM policy clause 186. When monetary allowances of less than R 750 000.00 have been included in the bid documents, and where the work or items to which the sums relate are to be executed/supplied by sub-contractors/suppliers, the supplier must be required to request a minimum of three written quotations for approval by the Responsible Agent.

SCM policy clause 1.82 “Responsible Agent” means either an internal project manager (being an employee of the City) or an external consultant (appointed by the City), as the case may be, who is responsible for the implementation of a project or part thereof.

4.16 Standard maintenance plans pricing structure/Work Package

Types of standard induction motor service plans (Works Package)

TYPE A SERVICE

STEP	DESCRIPTION OF TASK
1	Dismantle. Protect parts against rust and damage
2	Test, examine, measure and inspect all components. Record all measurements
3	Prepare and submit report to the Employer
4	Abrasive blast motor casing, prepare and spray to colour specified as per specification
5	Fit new nameplate
6	Wash, dry, bake and varnish windings.
7	Fit new bearings. Only FAG, Timken and SKF bearings will be accepted. Bearing numbers to be recorded on inspection for.
8	Fit new dust and/or oil seal
9	Dynamically balance the rotor and coupling combination and report
10	Assemble , test and prepare report. This report will be additional/supplementary to the report as per item 3.
11	Submit a consolidated service report including the test results mentioned under items 3 and 10

TYPE B SERVICE

STEP	DESCRIPTION OF TASK
1	Dismantle. Protect parts against rust and damage
2	Test, examine, measure and inspect all components. Record all measurements
3	Prepare and submit report to the Employer
4	Abrasive blast motor casing, prepare and spray to colour specified as per specification
5	Fit new nameplate
6	Repair both end shields
7	Wash, dry, bake and varnish windings.
8	Fit new bearings. Only FAG, Timken and SKF bearings will be accepted. Bearing numbers to be recorded on inspection for.
9	Fit new dust and/or oil seal
10	Dynamically balance the rotor and coupling combination and report
11	Assemble, test and prepare report. This report will be additional/supplementary to the report as per item 3.
12	Submit a consolidated service report including the test results mentioned under items 3 and 11

TYPE C SERVICE

STEP	DESCRIPTION OF TASK
1	Dismantle. Protect parts against rust and damage
2	Test, examine, measure and inspect all components. Record all measurements
3	Prepare and submit report to the Employer
4	Abrasive blast motor casing, prepare and spray to colour specified as per specification
5	Fit new nameplate
6	Repair both end shields
7	Supply and fit new terminal box complete with lid and terminal block.
8	Wash, dry, bake and varnish windings.
9	Fit new bearings. Only FAG, Timken and SKF bearings will be accepted. Bearing numbers to be recorded on inspection for.
10	Fit new dust and/or oil seal
11	Dynamically balance the rotor and coupling combination and report
12	Assemble, test and prepare report. This report will be additional/supplementary to the report as per item 3.
13	Submit a consolidated service report including the test results mentioned under items 3 and 12

TYPE D SERVICE

STEP	DESCRIPTION OF TASK
1	Dismantle. Protect parts against rust and damage
2	Test, examine, measure and inspect all components. Record all measurements
3	Prepare and submit report to the Employer
4	Abrasive blast motor casing, prepare and spray to colour specified as per specification
5	Fit new nameplate
6	Wash, dry, bake and varnish windings.
7	Shaft repair. Inspect and measure both shaft ends. Repair as required. Record measurements before and after repairs.
8	Repair both end shields
9	Fit new bearings. Only FAG, Timken and SKF bearings will be accepted. Bearing numbers to be recorded on inspection for.
10	Fit new dust and/or oil seal
11	Dynamically balance the rotor and coupling combination and report
12	Assemble, test and prepare report. This report will be additional/supplementary to the report as per item 3.
13	Submit a consolidated service report including the test results mentioned under items 3 and 12

TYPE E SERVICE

STEP	DESCRIPTION OF TASK
1	Dismantle. Protect parts against rust and damage
2	Test, examine, measure and inspect all components. Record all measurements
3	Prepare and submit report to the Employer
4	Abrasive blast motor casing, prepare and spray to colour specified as per specification
5	Fit new nameplate
6	Wash, dry, bake and varnish windings.
7	Inspect and measure both shaft ends. Repair as required. Record measurements before and after repairs.
8	Repair both end shields
9	Supply and fit new fan
10	Fit new bearings. Only FAG, Timken and SKF bearings will be accepted. Bearing numbers to be recorded on inspection for.
11	Fit new dust and/or oil seal
12	Dynamically balance the rotor and coupling combination and report
13	Supply and install new fan cowl
14	Supply and fit new terminal box complete with lid and terminal block.
15	Assemble, test and prepare report. This report will be additional/supplementary to the report as per item 3.
16	Submit a consolidated service report including the test results mentioned under items 3 and 15

TYPE F SERVICE

STEP	DESCRIPTION OF TASK
1	Dismantle. Protect parts against rust and damage
2	Test, examine, measure and inspect all components. Record all measurements
3	Prepare and submit report to the Employer
4	Abrasive blast motor casing, prepare and spray to colour specified as per specification
5	Fit new nameplate
6	Repair both end shields
7	Rewind stator to SABS standards. Record as per quality plan.
8	Fit new bearings. Only FAG, Timken and SKF bearings will be accepted. Bearing numbers to be recorded on inspection for.
9	Fit new dust and/or oil seal
10	Dynamically balance the rotor and coupling combination and report
11	Assemble, test and prepare report. This report will be additional/supplementary to the report as per item 3.
12	Submit a consolidated service report including the test results mentioned under items 3 and 11

TYPE G SERVICE

STEP	DESCRIPTION OF TASK
1	Dismantle. Protect parts against rust and damage
2	Test, examine, measure and inspect all components. Record all measurements
3	Prepare and submit report to the Employer
4	Abrasive blast motor casing, prepare and spray to colour specified as per specification
5	Fit new nameplate
6	Rewind stator to SABS standards. Record as per quality plan.
7	Shaft repair. Inspect and measure both shaft ends. Repair as required. Record measurements before and after repairs.
8	Repair both end shields
9	Supply and fit new fan
10	Fit new bearings. Only FAG, Timken and SKF bearings will be accepted. Bearing numbers to be recorded on inspection for.
11	Fit new dust and/or oil seal
12	Dynamically balance the rotor and coupling combination and report
13	Assemble, test and prepare report. This report will be additional/supplementary to the report as per item 3.
14	Submit a consolidated service report including the test results mentioned under items 3 and 13

TYPE H SERVICE

STEP	DESCRIPTION OF TASK
1	Dismantle. Protect parts against rust and damage
2	Test, examine, measure and inspect all components. Record all measurements
3	Prepare and submit report to the Employer
4	Abrasive blast motor casing, prepare and spray to colour specified as per specification
5	Fit new nameplate
6	Rewind stator to SABS standards. Record as per quality plan.
7	Shaft repair. Inspect and measure both shaft ends. Repair as required. Record measurements before and after repairs.
8	Repair both end shields
9	Supply and fit new fan
10	Fit new bearings. Only FAG, Timken and SKF bearings will be accepted. Bearing numbers to be recorded on inspection for.
11	Fit new dust and/or oil seal
12	Dynamically balance the rotor and coupling combination and report
13	Supply and install new fan cowl
14	Supply and fit new terminal box complete with lid and terminal block.
15	Assemble, test and prepare report. This report will be additional/supplementary to the report as per item 3.
16	Submit a consolidated service report including the test results mentioned under items 3 and 15

4.17 Types of standard generator alternator service plans (Works Package)**TYPE I SERVICE**

STEP	DESCRIPTION OF TASK (Generator alternator)
1	Dismantle. Protect parts against rust and damage
2	Test, examine, measure and inspect all components. Record all measurements
3	Prepare and submit report to the Employer
4	Abrasive blast alternator casing, prepare and spray to colour specified as per specification
5	Fit new nameplate if the nameplate is missing or illegible
6	Rewind stator to SABS standards. Record as per quality plan.
7	Shaft repair. Inspect and measure both shaft ends. Repair if and as required. Record measurements before and after repairs.
8	Repair both end shields
9	Fit new bearings. Only FAG, Timken and SKF bearings will be accepted. Bearing numbers to be recorded on inspection for.
10	Fit new dust and/or oil seal
11	Dynamically balance the rotor and coupling combination and report
12	Assemble, test and prepare report. This report will be additional/supplementary to the report as per item 3.
13	Submit a consolidated service report including the test results mentioned under items 3 and 12

TYPE J SERVICE

STEP	DESCRIPTION OF TASK (Generator alternator)
1	Dismantle. Protect parts against rust and damage
2	Test, examine, measure and inspect all components. Record all measurements
3	Prepare and submit report to the Employer
4	Abrasive blast alternator casing, prepare and spray to colour specified as per specification
5	Fit new nameplate if the nameplate is missing or illegible
6	Rewind armature coils to SABS standards. Record as per quality plan.
7	Shaft repair. Inspect and measure both shaft ends. Repair if and as required. Record measurements before and after repairs.
8	Repair both end shields
9	Fit new bearings. Only FAG, Timken and SKF bearings will be accepted. Bearing numbers to be recorded on inspection for.
10	Fit new dust and/or oil seal
11	Dynamically balance the rotor and coupling combination and report
12	Assemble, test and prepare report. This report will be additional/supplementary to the report as per item 3.
13	Submit a consolidated service report including the test results mentioned under items 3 and 12

TYPE K SERVICE

STEP	DESCRIPTION OF TASK (Generator alternator)
1	Dismantle. Protect parts against rust and damage
2	Test, examine, measure and inspect all components. Record all measurements
3	Prepare and submit report to the Employer
4	Abrasive blast alternator casing, prepare and spray to colour specified as per specification
5	Fit new nameplate if the nameplate is missing or illegible
6	Rewind stator to SABS standards. Record as per quality plan.
7	Rewind armature coils to SABS standards. Record as per quality plan.
8	Shaft repair. Inspect and measure both shaft ends. Repair if and as required. Record measurements before and after repairs.
9	Repair both end shields
10	Fit new bearings. Only FAG, Timken and SKF bearings will be accepted. Bearing numbers to be recorded on inspection for.
11	Fit new dust and/or oil seal
12	Dynamically balance the rotor and coupling combination and report
13	Assemble, test and prepare report. This report will be additional/supplementary to the report as per item 3.
14	Submit a consolidated service report including the test results mentioned under items 3 and 13

4.18 Predictive Maintenance Assessment of Motor Circuit and Analysis (PDMA)

The contractor shall make available the following on site motor and circuit analysis service.

This service may be from a specialist predictive maintenance assessor who will perform the tests, analyse and report the tested condition of the motor, the supply circuit or power quality issues. The report needs to contain the following information, as listed further below, as a minimum.

The software shall enable the tester and assessor of the report to analyse the condition against industry and accepted engineering standards to inform the EAM (Engineering and Asset Management maintenance section of any conditions which warrants further investigation and possible preventative maintenance tactics to employ.

The contractors shall use the guidelines below to provide similar or equal service as specified below.

Previous similar condition monitor assessments were done utilising technology from PdMA Corporation and All Test Pro. For further information and clarification on the type of services on offer, consult the following websites. Both technologies offer similar benefits some of which are detailed below.

More information on www.PdMA.com or <https://alltestpro.com/>

The term MCE refers to de-energized motor testing capability and EMAX refers to energized motor testing capability. MCEMAX refers to both de-energized and energized motor testing capabilities in one tester.

MCE testing can be performed for quality assurance, trending, and diagnostic troubleshooting.

- Quality Assurance (QA) testing of motors, when they are new or refurbished, ensures that only the highest quality motors are placed in service.
- Trending motor health over time allows for repair or replacement of motors, prior to failure. This can prevent unexpected down time and minimize costs associated with unexpected shutdowns.
- When problems exist in a motor circuit, the MCE can be used to troubleshoot the circuit and narrow the problem down to a specific component or section of the motor circuit.

MCE testing is non-destructive and measures inherent characteristics of a de-energized motor circuit. The Standard Test takes approximately 1 1/2 (DC motor) to 3 1/2 (AC motor) minutes and measures the following characteristics:

- Resistance-to-ground (RTG)

Temperature corrected RTG tests the ground wall insulation of the motor and circuit cables, indicating the condition of the insulation.

- Capacitance-to-ground (CTG)

CTG is an indicator of the motor cleanliness, identifying contamination build up on the insulation.

- Phase-to-phase resistance

Phase-to-phase resistance tests the circuit and the stator coils for resistance, calculates resistance imbalance, and indicates when these imbalances are unsatisfactory. High resistance imbalances indicate hot spots, high resistance connections, or coil shorting in the stator.

- Phase-to-phase inductance

Phase-to-phase inductance tests the circuit, stator coil, iron, and rotor components for inductive imbalances and indicates when these imbalances are unsatisfactory. High inductive imbalances indicate winding faults and rotor defects.

Additionally, MCE performs a Rotor Influence Check (RIC) on AC motors, insulation and step voltage tests on AC and DC motors, and a commutator bar-to-bar test on DC motors.

- Rotor Influence Check (RIC)

The RIC is performed to isolate problems to either the rotor or stator in a motor. As the rotor is turned incrementally by hand, a plot of its influence on the stator coils is developed using inductance measurements. If the influence on the pole groups is uniform, the effects are caused by the rotor. If the influence on the pole groups is non-uniform, the effects are caused by the stator.

- Insulation tests—Dielectric Absorption (DA), Polarization Index (PI), and Step Voltage.

The EMAX tester allows testing motors while they are operating. Energized motor testing allows you to determine when the motor needs to be shut down for further testing and/or maintenance. Two types of energized motor testing are possible with EMAX, current analysis and power analysis. Like MCE, EMAX testing is non-destructive. The Current Analysis portion of EMAX takes current measurements of the three phases of an AC motor circuit. It can perform the following tests on AC motors operating at a recommended steady state load of greater than 70% of full load.

- Demodulation

Demodulation filters out the carrier frequency and reveals the hidden signals, representing repetitive load variations allowing identification of potential faults with belts, bearings, gears, pumps, compressor stages and other mechanical related anomalies.

- Low/High Resolution

Low/High Resolution current analysis testing is performed to identify rotor damage.

- Eccentricity

Eccentricity testing is performed to determine motor eccentricity or an uneven air gap.

- In-Rush/Start-Up

In-Rush/Start-Up testing is performed to monitor in-rush current and start-up signatures, providing early signs of motor degradation. This test can also be used to monitor changes in motor operation during a change in process parameters.

The Power Analysis portion of EMAX takes voltage and current measurements of the three phases of an AC motor circuit. It provides the following information:

- Voltage, current, and power signals, with respect to time, are used to indicate the relationship between voltage and current verifying proper phase sequence, stator health, and incoming power quality.

- Voltage, current, and power FFT graphs are used to detect abnormal amplitudes of various known fault-frequencies.

- Voltage, current, and power harmonics are used to determine power quality of the incoming signal.

- A results page, with a variety of parameters, is used to document the readings taken during each test.

SPECIAL APPLICATIONS

AC SYNCHRONOUS

The MCE tests for an AC synchronous motor are Standard (stator) or Synchronous (rotor), Polarization Index (PI), Dielectric Absorption (DA), Step Voltage and RIC (stator only). The following is the recommended testing order for MCE testing of AC synchronous motors.

1. RIC
2. Standard Test
3. PI or DA Test
4. Step Voltage

EMAX tests for AC synchronous motors are Power, High Resolution, Low Resolution, Eccentricity, and In-Rush/Start-Up.

WOUND ROTOR MOTORS

Testing the stator with MCE and EMAX is the same for a wound rotor motor or an AC induction motor. The MCE tests for wound rotor motors on the stator are Standard, Polarization Index (PI), Dielectric Absorption (DA), Step Voltage and Rotor Influence (RIC). Tests performed on the rotor are Standard, PI, DA, and Step Voltage. Tests performed on the resistor bank are Resistor Bank, PI, DA, and Step Voltage.

The following is the recommended testing order for MCE testing of a wound rotor motor stator, rotor, or resistor bank.

1. RIC
2. Standard Test or Resistor Bank
3. PI or DA Test
4. Step Voltage

EMAX tests for wound rotor motors are Power, High Resolution, Low Resolution, Eccentricity, and In-Rush/Start-Up.

GENERATORS

The MCE test performed on generators is a standard test.

5. STANDARD SPECIFICATIONS FOR ELECTRICAL MOTORS

The Supplier shall refer to the Standard Specification for Electrical Motors after contract award. This document outlines all the applicable engineering standards and specifications for all new electrical motors including maintenance activities. The contractor shall familiarise himself with the content and be in compliance for all electrical engineering works.

5.1 Rating

All electric motors shall be rated for operation on a 3-phase, 4-wire, 400/230 volt, 50 Hz, AC supply at sea level, with an ambient temperature of up to 40 °C.

The rated power of the motor shall be selected to be not less than 20 % in excess of the designed power requirement of the associated plant unless the motor forms part of a packaged unit and/or where the size of the motor is specified and/or as otherwise approved by the Engineer.

A motor shall be selected so that it shall reach full operating speed within 10 seconds for the method of starting and drive arrangement used.

5.2 Specifications

Except as otherwise specified, motors shall be standard squirrel cage or slip-ring motors complying with SANS 1804 as amended, with IP55 enclosure and IC 0141 cooling, and suitable for a damp environment. Motors shall be suitable for both "continuous running duty", Duty Class S1, and "intermittent periodic duty", Duty Class S3. Windings shall be copper conductors insulated with Class F material (100 °C rise capability). The motors shall be suitable for 6 starts per hour, two of which shall be consecutive.

5.3 Type

The type of motor (and starter if applicable) to be supplied is determined by the requirements of the application specified in the Detailed Mechanical Specification and by the starting limitations specified in the Electrical Specification. In the absence of such specifications, a standard squirrel cage motor complying with this Clause shall be offered.

5.4 Construction

Motor frames shall be of the totally enclosed fan cooled type with cast iron frames and cast iron end covers. Sheet steel is not acceptable for fan cowls and these shall be of cast iron, tough plastic or stainless steel. The end covers shall be properly machined and each cover shall locate on a spigot register to ensure concentricity and parallelism. Bearings shall be of grease lubricated roller and/or ball type, provided with grease nipples (with extension tubes where access is restricted) and sealed to suit external use. Motors required for external use shall be fully weatherproofed.

5.5 Bearings

Mechanical roller element bearings shall be selected to operate for up to 45000 hours before a replacement is required. Bearings requiring greasing/lubrication shall be supplied with lubrication specifications and maintenance frequency and requirements.

For electrical motors larger than 110 kW, NDE and DE bearing temperature monitoring by means of PT100 shall be supplied.

5.6 Terminal Boxes

Terminal boxes shall be top mounted wherever possible and arranged for cable entry from either side. The two ends of each stator winding shall be "brought out" to the terminal box. Squirrel cage motors shall be wired to permit Variable Speed Drive (VSD) control and also direct-on-line and star-delta starting.

5.7 Thermistors

Motors between sizes 55 kW and up to 350 kW, as well as motors for variable speed drives (VSD) shall be provided with thermistors embedded in the windings of each phase. The thermistor tails shall be "brought out" to separate terminals mounted near the motor winding terminal block. The contractor shall ensure with City of Cape

Town EAM maintenance section which type of thermal protection devices are currently fitted and suitable with MCC panel control circuits before installing onto refurbished motors.

5.8 RTDs

Motors rated at 110 kW and above, both fixed and variable speed, shall be provided with PT 100 type RTDs. Two RTDs shall be provided per phase winding. All six shall be incorporated into the control system; three to provide monitoring and three to provide high temperature trip functions. The contractor shall ensure with City of Cape Town EAM maintenance section which type of thermal protection devices are currently fitted and suitable with MCC panel control circuits before installing onto refurbished motors.

5.9 Heaters

Motors of size 75 kW and above shall be fitted with 220V volt space heaters. The heater shall be mounted at the bottom of the motor frame and shall be replaceable without dismantling the motor. These shall be arranged to switch on when the motor stops operating and switch off when it starts operating.

5.10 Motor Speed

Motor speeds shall be selected as follows:

All motors between 2 pole and 8 pole are applicable to this tender.

Variable Speed Applications

In applications where the motor speed is controlled by variable frequency drive, the motors shall be cooled by a separate, 50 Hz motor driven forced ventilation fan. This requirement will be waived if the Contractor can provide documentation to confirm that the drive and motor design can operate in the application, with shaft-mounted fan, without overheating. This requirement does not apply to submerged motor applications.

Should we include minimum voltage spike threshold?

Motor rated voltage	Voltage spikes	dV/dt*	Rise Time*	Maximum Time Between Successive Pulses
	at motor terminals (phase-phase)	at motor terminals (phase-phase)		
$V_{rated} < 460V$	$\leq 1600V$	$\leq 5200V/\mu s$	$\geq 0.1\mu s$	$\geq 6\mu s$
$460V \leq V_{rated} < 575V$	$\leq 2000V$	$\leq 6500V/\mu s$		
$575V \leq V_{rated} < 1000V$	$\leq 2400V$	$\leq 7800V/\mu s$		

* dV/dt and Rise Time definition according to NEMA Std. MG1 - part 30.

5.11 Hazardous Locations

When required to suit a hazardous location in terms of SANS 10108 or in terms of this Specification, suitable motors complying with SANS 60034-5 or SANS 61241, as appropriate, shall be supplied. The relevant SANS certificates, clearly indicating the location classification in which the machine may be operated, shall be submitted to the Engineer before delivery of the motors. Each motor shall be clearly and permanently marked with the applicable certificate number.

5.12 Special Motors

Should the Tenderer wish to offer a different type of motor to those specified so as to obtain special starting characteristics and/or variable speed, a full technical specification of the motor must be supplied and such specification shall be for equipment to a standard at least equal to that of the motors specified above. In particular, no item of electrical protection shall be omitted.

5.13 Warning

Motor manufacturers and suppliers are informed that the motors are to be installed in an extremely corrosive and often damp environment. All motors shall therefore be adequately protected against corrosion.

5.14 Bearings

Bearing systems shall be designed to provide safe start-up and shut-down, under normal stoppages as well as electrical supply failure, without damage.

Unless prevented from running in a particular direction, rotational bearings shall be designed to support shaft rotation in both directions.

5.15 Bearing Selection

Bearings shall be chosen primarily to suit the equipment manufacturer's requirements and the plant's design conditions but the following guidelines shall be considered:

Greased lubricated bearings are generally acceptable for units with power ratings up to 100 kW.

Units with power ratings between 100 kW and 1 000 kW shall preferably be provided with rolling element bearings.

Units with power ratings above 1 000 kW and with high speed shafts shall preferably be provided with plain bearings (oil-film type).

Plain bearings shall be provided with oil ring lubrication or positively fed lubrication.

5.16 Design Life for Rolling Element Bearings

Ball and roller bearings shall generally be selected for a design life of greater than 45000 hours; i.e. the bearing manufacturer's category for machines required to work with a high degree of reliability 24 hours per day.

5.17 Thermal Alarms

Thermal alarms on bearing systems shall be set in accordance with the specific instructions of the equipment manufacturer or, if it necessary for these to be set on Site, such alarms shall be set after no less than 24 hours of operation have occurred.

5.18 Standard paint colour for electrical motors

Motor stator body; light grey, colour standard code RAL 7035

Motor terminal cover; pastel orange, colour standard code RAL 2003

Motor fan cover/cowl; pastel orange, colour standard code RAL 2003

5.19 Maintenance, Service and Inspection reports

Various reports are required from the Contractor or Specialist Sub-Contractors. This would include on-site inspection reports, site service reports for electrical infrastructure services and service reports from specialist repair agents of OEM equipment.

5.20 Commissioning

When all tests have been completed to the satisfaction of the Employers Agent (WPM) the works shall be commissioned. The completed work including all control functions and control systems shall be commissioned as a unit and the process performance requirements shall be achieved during normal Operation.

Once the Works has been commissioned to the satisfaction of the Employers Agent, (WPM) the operational acceptance period shall start and shall consist of a continuous period of operation free from trouble. Unless otherwise stated, this period shall be four calendar weeks. During the operational acceptance period, the Contractor shall carry out all necessary servicing and any adjustments required. The plant operational staff will assist the Contractor in operating the Works during this period.

5.21 Electrical motor predictive maintenance monitor sensor

Specifications for externally mounted condition monitoring device and sensor for fitment to electrical motor stator body.

These devices are intended to inform the operator of various conditions and the healthy status of the electrical motor. The device shall be programmable for a specific motor, irrespective of brand and model, duty and a range of programmable settings for the various alarm conditions. It is required the device communicates wirelessly to an Android mobile device via Bluetooth. The supplier's free downloadable application will be utilised for motor diagnostics and fault recognition and reporting on the mobile application platform.

The sensor will download as per default setting the motor condition up to once per hour and stored internally. The sample frequency may be set by the user. The device must be able to store data for at least 90 days before the stored memory is over-written.

The device shall be powered by an internally battery power source with a lifespan of at least 3 – 5 years depending on the frequency of data samples recorded.

The sensor shall not require an internet connection for recording of data once mounted on the electrical motor.

The sensor shall not require a specific licence fee to record and download the data to a mobile device for the full duration of the lifespan of the sensor. Should a licence be required, that cost shall be included in the cost of the unit and maintained by the contractor to ensure every sensor installed remains fully functional during its lifespan.

Typical suppliers of this equipment but not limited to would be WEG, iAlert and ABB.

Temperature measurement

Measurement range -40 degree C - + 80 Degree C

Resolution 0.05 degree C

Accuracy approximately 0.5 degree C

Mounted externally on electrical motor 0 – 40 Degree C

Vibration measurement (Overall Velocity Values)

Amplitude range 0.04 – 700 mm/s (25 Hz)

Frequency range 10Hz – 1 kHz

Detection RMS

Wireless communication technology

Network Bluetooth 4.0

Frequency 2.4 GHz free ISM band

Range approximately 10 meter line of sight

Power

Lithium battery powered device

Estimated battery power lifespan of 5 years. Required to last between 3 -5 years depending of the rate of data downloaded and number of samples per day programmed.

Environment

Operating temperature 0 degree C – 85 degree C

IP rating of at least IP 66

Mounting

Mounted externally on motor stator casing with specifically manufactured and supplied mounting brackets.

Condition monitoring parameters

Vibration: Axial, radial, tangential (X, Y, Z)

Bearing condition

Surface temperature

Running hours

Number of starts

Remaining battery life of unit

5.22 Supply Electric Motors – IE3

Description	Standard Specifications
Motor type	Squirrel cage induction
Motor range	0.18kW – 450kW 400 Volt (2 & 4 poles) and 0.18kW – 400kW 400 Volt (6 poles) and 0.18kW – 280kW 400 Volt (8 poles) 250 kW – 800 kW 3300 Volt 4 pole
Efficiency	IE3
Enclosures degree of protection	IP 66
Insulation class	H
Duty	S1
Voltage	380/400/415V or 525/550V 3300 Volt where applicable
Connection	Star (Frames 63-100) Delta (Frames 112 – 355)

Frequency	50 Hz
Frame material	Cast iron
Cooling system	IC 411 - totally enclosed fan cooled
Temperature rise	80K (Class B)
Ambient temperature	40 Degree C
Altitude	1 000 m.a.s.l.
Noise level	≤ 85dB(A)
Service factor	1.15 up to 280 frame and 1.00 315 frame and larger
Rotation	Bi-Directional
Starting method	DOL or VSD
Area classification	Safe
Winding temperature detectors	PTC Thermistors (01 per phase) ≥ frame 225S/M
Auxiliary terminal	Fitted on request at additional price
Terminal box orientation	RHS
Adaptive terminal box "RHS/LHS/TOP & 90° rotation"	Frames 225 up to 355M/L
Bearings type	Anti-friction
Ball bearings	Frame 63 up to frame 355 M/L (frame 280S/M up to 355M/L for 2 pole only)
Roller bearings	Frame 280 S/M up to 355M/L (4 pole, 6 pole and 8 pole only)
Insulated non-drive end bearings	Frame 315 and 355 via endshield
Re-greasing facility and grease relief system	Frame 225S/M up to 355M/L
Shaft seal arrangement	Double lip oil seal up to 200L frame
Shaft seal arrangement	W3 Seal 280S/M 4,6 and 8 pole and from 315S/M 2 pole
Earth studs	External from frame 225 and internal on all frames
Rating plates	Stainless steel
Balancing	Dynamically balanced with half key at drive end shaft
Anti-Brinnelling caps	On motors with roller bearings
Paint plan	Corrosive resistant paint plan 203A: compliant to ISO 12944 C2
Applicable standards	IEC 60034, 60072

5.23 Supply Electric Motors – IE4

Description	Standard Specifications
Motor type	Squirrel cage induction
Motor range	37kW – 355kW 400 Volt (2 & 4 poles) and 37kW – 355kW 400 Volt (6 poles) 250 kW – 800 kW 3300 Volt 4 pole
Efficiency	IE4
Enclosures degree of protection	IP 66
Insulation class	H
Duty	S1
Voltage	380/400/415V or 525/550V 3300 Volt where applicable
Connection	Delta (Frames 112 – 355)
Frequency	50 Hz
Frame material	Cast iron
Cooling system	IC 411 - totally enclosed fan cooled
Temperature rise	80K (Class B)
Ambient temperature	40 Degree C
Altitude	1 000 m.a.s.l.
Noise level	≤ 85dB(A)
Service factor	1.00
Rotation	Bi-Directional
Starting method	DOL or VSD
Area classification	Safe
Winding temperature detectors	PTC Thermistors (01 per phase) ≥ frame 225S/M
Auxiliary terminal	Fitted on request at additional price

Terminal box orientation	RHS
Adaptive terminal box "RHS/LHS/TOP & 90° rotation"	Frames 225 up to 355M/L
Bearings type	Anti-friction
Ball bearings	Frame 63 up to frame 355 M/L (frame 280S/M up to 355M/L for 2 pole only)
Roller bearings	Frame 280 S/M up to 355M/L (4 pole, 6 pole and 8 pole only)
Insulated non-drive end bearings	Frame 315 and 355 via endshield
Re-greasing facility and grease relief system	Frame 225S/M up to 355M/L
Shaft seal arrangement	Double lip oil seal up to 200L frame
Shaft seal arrangement	W3 Seal 280S/M 4,6 and 8 pole and from 315S/M 2 pole
Earth studs	External from frame 225 and internal on all frames
Rating plates	Stainless steel
Balancing	Dynamically balanced with half key at drive end shaft
Anti-Brinnelling caps	On motors with roller bearings
Paint plan	Corrosive resistant paint plan 203A: compliant to ISO 12944 C2
Applicable standards	IEC 60034, 60072

6. HEALTH AND SAFETY SPECIFICATION AND PLAN

HEALTH AND SAFETY SPECIFICATION AND PLAN FOR MINOR CONTRACTS

6.1 PURPOSE:

In terms of the Construction Regulations 2003 of the Occupational Health and Safety Act, Act No. 85 of 1993 as amended, the Client must provide the Contractor with a Health and Safety Specification to which the Contractor must respond with a Health and Safety Plan for approval by the Client.

This document is intended to cater for the contracts up to one million rand in value by providing the Health and Safety Specification in table form to which the Contractor must respond by completing the last column, which is then deemed to constitute the Health and Safety Plan for this contract.

6.2 SCOPE:

This contract comprises: SERVICING, REPAIRS, REFURBISHMENT, MAINTENANCE AND SUPPLY OF AND TECHNICAL ASSESSMENTS AND ANALYSIS OF ELECTRICAL MOTORS

In terms of the OHS Act and the Construction Regulations, 2014 the Employer must provide the Contractor with a Health and Safety Specification, to which the Contractor must respond with a Health and Safety Plan for approval by the Employer.

The purpose of this Specification is to ensure that a contractor entering into a contract with the Employer maintains an acceptable level of compliance with regard to health and safety issues during the performance of the Contract. In this regard the Health and Safety Specification forms an integral part of the Contract and the Contractor shall ensure that his subcontractors and/or suppliers comply with the requirements of this Specification.

6.3 GENERAL:

This specification covers health and safety matters applicable during construction.

The Contractor shall comply with the Occupational Health and Safety Act and Regulations, Act No. 85 of 1993 as amended (OHSA) and in particular with the Construction Regulations, 2003. In this regard refer also the Health and Safety Agreement and Conditions in terms of OHSA Section 37(2), attached to these contract documents. All the work included in this Contract shall, for the purpose of complying with OHSA and the Construction Regulations, be deemed to be "construction work".

It should be noted that, with a few exceptions, the Standard Specifications and the Project Specifications are "end product specifications" and not "method specifications". As the methods of construction to be used are generally determined by the Contractor, detailed safety requirements applicable to all the operations to be carried out on Site are not provided in the project documentation. The Contractor shall apply all the relevant and/or amended regulations and requirements to the work methods and materials used.

6.4 DEFINITIONS

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

"Construction Regulations, 2014" means the Construction Regulations (GNR. 84 of 7 February 2014) published in terms of the OHS Act.

"Contractor" means the Principal Contractor as defined in the Construction Regulations, 2014.

"Employer" means the Client or his agent as defined in the Construction Regulations, 2014.

"Engineer" means the person/firm so named in the Contract Data whose function is to administer the Contract as agent of the Employer, acting through, if appointed, a Health and Safety Agent.

"OHS Act" means the Occupational Health and Safety Act, 85 of 1993.

"subcontractor" means any contractor employed by the Contractor to perform construction work.

6.5 INTERPRETATION

The OHS Act and its associated regulations shall have precedence in the interpretation of any ambiguity or inconsistency between it and this Specification.

Responsibility for health and safety relating to the Works lies with the Contractor as described in this Specification. Nothing stated in or omitted from this Specification shall in any way limit the Contractor's obligations and liabilities in terms of the OHS Act.

6.6 GENERAL REQUIREMENTS

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

6.7 ADMINISTRATION

Occupational Health and Safety Agreement

The Supplier shall enter into an Agreement with the Employer before the commencement of the Works on Site.

Good standing with the Compensation Fund or a licensed compensation insurer

The Supplier shall provide the Works Package Manager with a letter of good standing from the Compensation Commissioner or a licensed compensation insurer before the commencement of the Works on Site.

Emergency procedures

The Supplier shall submit for acceptance to the Works Package Manager a health and safety emergency procedure, which includes but is not limited to fire, spills, accidents and exposure to hazardous substances, which:

- identifies the key personnel who are to be notified of any emergency;
- sets out details of available emergency services, including contact particulars; and
- the actions or steps which are to be taken during an emergency.

The Supplier shall within 24 hours of an emergency taking place notify the Works Package Manager in writing of the emergency and briefly outline what happened and how it was dealt with.

Health and Safety file

The Supplier shall ensure that a Health and Safety file, which shall include all documentation required in terms of the provisions of the OHS Act, the Construction Regulations, 2014 and this Health and Safety Specification, is open and kept on Site at all times.

The Health and Safety file shall be made available for inspection by any inspector, subcontractor, the Employer, the Engineer, the Employer's Health and Safety Agent, or employee of the Supplier, upon the request of such persons.

The Supplier shall hand over the Health and Safety file to the Engineer upon Works completion of the Contract and, if applicable, a certificate of compliance accompanied by a test report for the electrical installation in accordance with the provisions of the Electrical Installation Regulations, 1992.

Health and Safety committee

Where applicable, the Supplier shall establish a health and safety committee, and shall convene health and safety meetings as provided for in the OHS Act.

The Supplier shall ensure that minutes of the health and safety committee meetings are kept of inspections, formal enquires and incidents etc.

The Supplier shall inform the Works Package Manager beforehand of inspections, investigations or formal inquiries of which he has been notified by an inspector; and as soon as reasonably practicable of the occurrence of an incident (as defined in the OHS Act) on the Site.

The Supplier shall record all incidents and notify the Works Package Manager of any incident, except in the case of a traffic accident on a public road, as soon as possible after it has occurred and report such incident to an inspector as designated in terms of the OHS Act.

The Supplier shall investigate all incidents and issue the Works Package Manager with copies of such investigations.

Personal protective equipment and clothing:

The Supplier shall ensure that all workers are issued with the necessary personal protective clothing.

Other competent persons:

The Contractor shall appoint in writing competent persons to supervise or inspect, as relevant, any of the following; scaffolding work operations, cranes, construction vehicles and mobile plant (equipment).

The Supplier shall appoint in writing competent persons to:

Train and induct employees in terms of health and safety.

Health and safety representative(s):

The Supplier shall appoint in writing, if necessary in terms of the OHS Act, a health and safety employee representative(s), whose duties shall be as described in the OHS Act.

6.8 EMPLOYER'S HEALTH AND SAFETY AGENT

The Employer's Health and Safety Agent shall:

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

The Supplier shall invite the Employer's Health and Safety Agent to audit compliance with the requirements of this Specification before commencing with any new construction activity on the Site.

The Supplier shall permit the Employer's Health and Safety Agent to audit the Supplier's compliance with the approved Health and Safety Plan, and shall provide any assistance and/or documentation as may be required in this regard.

6.9 CREATING AND MAINTAINING A SAFE AND HEALTHY WORK ENVIRONMENT

General

The Supplier shall with respect to the Site and works that are contemplated:

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

The Supplier shall ensure that:

All reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of the work;

No structure or part of a structure is loaded in a manner which would render it unsafe; relevant information, if any, provided by the designer of the structure is taken into account in the risk assessment.

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

Risk assessment/Job Hazard Analysis (JHA)

The Supplier 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:

Identify the risks and hazards to which persons may be exposed to;
analyze and evaluate the identified risks and hazards based on a documented method;
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;
provide a monitoring plan; and
provide a review plan.

The Supplier shall ensure that as far as is reasonably practicable, ergonomic related hazards are analyzed, evaluated and addressed in the risk assessment.

The Supplier must review the relevant risk assessment where changes are effected to the design and or construction that result in a change to the risk profile; or when an incident has occurred.

Health and Safety plans

The Supplier shall prior to commencing the Works to which this Specification applies, submit to the Employer's Health and Safety Agent for approval a suitable and sufficiently documented health and safety plan, based on this Specification and the risk assessment that is conducted.

The health and safety plan shall include, but not be limited to, the following:

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

The Supplier shall provide each subcontractor with the sections of this Health and Safety Specification pertaining to the construction work to be performed by that subcontractor. The subcontractor shall provide the Contractor with a health and safety plan pertaining to his work, for incorporation into the Contractor's health and safety plan.

The Supplier shall discuss the submitted health and safety plan with the Employer's Health and Safety Agent, modify such plan in the light of the discussions and resubmit the modified plan for approval.

The Supplier shall apply the approved health and safety plan from the date of its approval and for the duration of the Works to which this Specification applies.

The Supplier shall update the health and safety plan whenever changes to the Works are brought about.

Responsibilities towards employees and visitors

The Supplier shall, as far as is reasonably practicable, cause every employee to be made conversant with the hazards to his health and safety attached to any work which he has to perform, any article or substance which he has to produce, process, use, handle, store or transport and any plant or machinery which he is required or permitted to use, as well as with the precautionary measures which should be taken and observed with respect to those hazards or safe work procedures.

The Supplier shall ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment.

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

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

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

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

undergoes health and safety instruction pertaining to the hazards prevalent on the Site; and
is in possession of and using the necessary personal protective equipment.

The Supplier shall cause a record of all induction training to be kept in the Health and Safety file.

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

prohibited unauthorized entrance;
signage to indicate what personal protective equipment is to be worn; and
activity related signs.

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

Sub-contractors

The Supplier may only subcontract work in terms of a written subcontract and shall only appoint a subcontractor should he be reasonably satisfied that such a subcontractor has the necessary competencies and resources to safely perform the work falling within the scope of the subcontract.

The Supplier shall ensure that all of his obligations in respect of subcontractors in terms of the Construction Regulations, 2014 are adhered to.

Work permits and wayleaves

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

First aid and emergency procedures

The Supplier shall, where more than five employees are employed at a workplace, provide a first aid box or boxes at or near the workplace, which shall be available and accessible for the treatment of injured persons at that workplace. Such first aid boxes shall contain suitable first aid equipment.

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

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

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

CITY OF CAPE TOWN

HEALTH AND SAFETY SPECIFICATION AND PLAN FOR MINOR CONTRACTS

Note: An * denotes items applicable to both construction sites and contractors plant/storage yard

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ABBREVIATIONS AND DEFINITIONS:

COID	-	Compensation for Occupational Injuries and Diseases
CR	-	Construction Regulations
DMR	-	Driven Machinery Regulations
EMR	-	Electrical Machinery Regulations
GAR	-	General Administrative Regulations
GSR	-	General Safety Regulations
H&S	-	Health and Safety
HCS	-	Hazardous Chemical Substance
MHIR	-	Major Hazard Installation Regulations
OHSA	-	Occupational Health and Safety Act and Regulations, Act No. 85 of 1993 as amended
RA	-	Risk assessment
RHCS	-	Regulations for Hazardous Chemical Substances
Sect	-	Section of the Occupational Health and Safety Act
Site	-	Means the demarcated construction site
VUP	-	Vessels under Pressure
VUPR	-	Vessels under Pressure Regulations
WCL1 Form	-	Form to be completed for every work related disease requiring medical treatment that may lead to COID claims.
WCL2 Form	-	Form to be completed for every work related injury requiring medical treatment that may lead to COID claims.

ADMINISTRATIVE & LEGAL REQUIREMENTS

OHSA REF & TOPIC	REQUIREMENTS	APPLICABLE YES // NO	PROJECT SPECIFIC H&S SPECIFICATION	CONTRACTOR H&S PLAN
CR 4: Appointment of Contractors and H&S Specification by Client	The Client shall appoint each principal Contractor in writing and prepare a H&S Specification for each construction project and inform the contractors of any specific risks to the health and safety of the construction workers on Site.	Yes		
CR 4: *Registration with Compensation Insurer	Each Contractor must be registered with an approved compensation insurer and the Client must verify that proof of registration/letter of good-standing is available on Site	Yes		
CR 5: Contractor and Sub-contractor's H&S Plans	H&S Specifications received from the Client must be provided to sub-Contractors. H&S Plans must be completed by Contractor and sub-contractors and submitted for approval by the Client.	Yes		
OHSA REF & TOPIC	REQUIREMENTS	APPLICABLE YES // NO	PROJECT SPECIFIC H&S SPECIFICATION	CONTRACTOR H&S PLAN
CR7: *Risk Assessment	A competent person must be appointed to manage the Risk Assessment and Plan. Risk Assessment Plan must be available on Site. Employees / Sub-Contractors must be informed and trained.	Yes		

CR 8: Fall prevention and protection	A competent person shall be appointed to draw-up and supervise the Fall Protection Plan. Risk Assessment must be carried out for work at heights. The Fall Protection Plan must be available on Site with the Construction Supervisor.	Yes		
OHS REF & TOPIC	REQUIREMENTS	APPLICABLE YES // NO	PROJECT SPECIFIC H&S SPECIFICATION	CONTRACTOR H&S PLAN
CR 14: Scaffolding	Competent persons must be appointed in writing to supervise: Erection of scaffolding. Act as Scaffold Team Leaders. Inspect Scaffolding weekly and after inclement weather. Copy of SABS 085 must be available on Site. The scaffolding must be Inspected weekly and after bad weather. Inspection register/s must be kept.	Yes		
OHS REF & TOPIC	REQUIREMENTS	APPLICABLE YES // NO	PROJECT SPECIFIC H&S SPECIFICATION	CONTRACTOR H&S PLAN
OHS REF & TOPIC	REQUIREMENTS	APPLICABLE YES // NO	PROJECT SPECIFIC H&S SPECIFICATION	CONTRACTOR H&S PLAN
CR 20: Cranes DMR 18: Lifting Equipment and Tackle	The Contractor must ensure compliance regarding the placement and operation of tower cranes. All Cranes, Lifting Equipment and Tackle must be identified, numbered and registers kept. A Log Book must be kept for each individual Crane and inspected as follows:	Yes		

	All cranes - Daily by operator Tower Cranes - after erection and 6 monthly Other cranes – after erection and annually Lifting tackle - 3 monthly (i.e. slings / ropes / chain slings etc.)			
OHSA REF & TOPIC	REQUIREMENTS	APPLICABLE YES // NO	PROJECT SPECIFIC H&S SPECIFICATION	CONTRACTOR H&S PLAN
CR 24: Water Environments	A contractor shall ensure that where construction is done over or in close proximity to water, provision is made for: Preventing workers from falling into water; and The rescuing of workers in danger of drowning. A life jacket is provided if there is a risk of falling into water and drowning.	Yes		
OHSA REF & TOPIC	REQUIREMENTS	APPLICABLE YES // NO	PROJECT SPECIFIC H&S SPECIFICATION	CONTRACTOR H&S PLAN
CR 25: Housekeeping on Construction Sites	A contractor shall ensure: Proper storage Scrap removal No unnecessary obstructions by loose materials Site is fenced off Catch platforms or nets erected where necessary	Yes		
GSR 2: Personal Safety Equipment (PSE)	A Risk Assessment shall be carried out to determine the requirement for personal safety equipment. The wearing or use of identified PSE shall be enforced. Records of PSE issued must be kept.	Yes		

	A written undertaking by each employee to use/wear PSE must be kept on Site.			
GSR 3: *First Aid	Every workplace must be provided with a sufficient number of First Aid boxes. (Required where 5 persons or more are employed). A minimum of First Aid equipment must be provided as per the list in the OHSA Act, GSR 3 (annexure). One qualified First Aider must be appointed for every 50 employees. (Required where more than 10 persons are employed). A list of First Aiders and Certificates must be kept on Site. Location of First Aid boxes and person responsible must be clearly indicated. Signs instructing employees to report all injuries and illness, including first aid injuries, must be displayed.	Yes		
OHSA REF & TOPIC	REQUIREMENTS	APPLICABLE YES // NO	PROJECT SPECIFIC H&S SPECIFICATION	CONTRACTOR H&S PLAN
GSR9: *Welding, flame cutting, soldering and similar operations	Only trained competent employees with specific knowledge and experience may be appointed to do Electric Arc, Gas Welding and Flame Cutting operations. No welding or flame cutting operations may be allowed in confined spaces before all the necessary precautions have been taken for the safety of the welding operators.	Yes		
GSR 13A: *Inspection of Ladders	Ladders must be inspected at arrival on site and monthly thereafter. Inspection registers must be kept.	Yes		

OHSA REF & TOPIC	REQUIREMENTS	APPLICABLE YES // NO	PROJECT SPECIFIC H&S SPECIFICATION	CONTRACTOR H&S PLAN
Sect 17 & 18: GAR 6 & 7: *Designation of Occupational Health & Safety Representatives	H&S Representatives (Reps) must be appointed as follows: More than 20 employees – One H&S Rep plus one additional H&S Rep for every 50 employees or part thereof. Designations must be in writing and the period and area of responsibility specified. H&S Reps must report to the H&S Committees. Reports must receive management's attention and necessary action.	Yes		
Sect 19 & 20: GAR(2) 5: *Occupational Health and Safety Committee/s	OH&S Committee/s must be established. Members must be elected and appointed in writing. Meetings must be held monthly (Minimum 3-monthly). Minutes must be kept – Management must take appropriate action regarding non-compliances reported.	Yes		
OHSA REF & TOPIC	REQUIREMENTS	APPLICABLE YES // NO	PROJECT SPECIFIC H&S SPECIFICATION	CONTRACTOR H&S PLAN
Sect 24: GAR 8: COID Act Sect 38, 39 & 41: *Reporting of incidents	Incident Reporting Procedure must be displayed. All incidents in terms of Sect 24 must be reported to the Provincial Director, Department of Labour, within 3 days re Annexure 1 and WCL1/ 2 forms. Cases of Occupational Disease must be reported. Copies of Reports must be kept available on	Yes		

	Site. Register of First Aid Injuries must be available on Site.			
Section 37(2): *H&S Agreement with Employer and Mandataries	Written H&S Agreements must be concluded with the Employer and each Sub-Contractor prior to moving onto Site. Proof of registration with a Compensation Insurer and a letter of good standing must be provided when the H&S Agreements are submitted for signature.	Yes		

EDUCATION & TRAINING

OHS REF & TOPIC	REQUIREMENTS	APPLICABLE YES // NO	PROJECT SPECIFIC H&S SPECIFICATION	CONTRACTOR H&S PLAN
Sect 7 (1) *Company H&S Policy	The Contractors H&S Policy, signed by the CEO, must be circulated to the employees and displayed on the employee notice boards. Re-assurance must be given that safety receives the same priority as reaching the construction goals, budget control and cost saving.	Yes		
Sect 13 (a): *Company/Site H&S Rules	The H&S rules must be published and displayed on the employee notice boards. The rules must be issued and explained to the employees during the induction courses and a register kept. Monthly audits must be done to ensure the employees understand and adhere to the rules.	Yes		

Sect 13(a) *Induction & Task Safety Training	All new employees must receive H&S induction training. Training must include "Task Safety Instructions". Employees must acknowledge receipt of training. An Induction Training register must be kept on Site.	Yes		
OHSA REF & TOPIC	REQUIREMENTS	APPLICABLE YES // NO	PROJECT SPECIFIC H&S SPECIFICATION	CONTRACTOR H&S PLAN
Sect 8: * General H&S Training	All employees must receive basic H&S training. Written proof must be kept on a register. Operators of Plant & Equipment must receive specialised training.	Yes		

PERSONAL PROTECTIVE EQUIPMENT

OHSA REF & TOPIC	REQUIREMENTS	APPLICABLE YES // NO	PROJECT SPECIFIC SPECIFICATION H&S	CONTRACTOR H&S PLAN
GSR 2: *PPE needs analysis	The Contractor shall determine the PPE required for each task of the project and prescribe the use of PPE in writing.	Yes		
GSR 2: *Head Protection	All persons on Site shall wear Safety Helmets including Sub-Contractors and Visitors (where prescribed).	Yes		
GSR2 *Foot Protection	All persons on Site shall wear Safety Footwear including Gumboots for concrete/wet work and non-slip shoes for roof work (where prescribed).	Yes		
GSR2: *Eye and Face Protection	Eye and Face Protection (Goggles, Face Shields, Welding Helmets etc.) shall be used when operating the following: Jack / Kango Hammers Angle / Bench Grinders Electric Drills. Explosive Powered tools. Concrete Vibrators / Pokers. Hammers & Chisels Skill / Bench Saws. Lathes.	Yes		
OHSA REF & TOPIC	REQUIREMENTS	APPLICABLE YES // NO	PROJECT SPECIFIC SPECIFICATION H&S	CONTRACTOR H&S PLAN
GSR 2: *Hearing Protection	Hearing Protectors (Muffs, Plugs etc.) shall be	Yes		

	used when operating the following: Jack / Kango Hammers. Explosive Powered Tools. Wood / Aluminium Working Machines e.g. saws, planers, routers.			
GSR2: *Hand Protection	Protective Gloves shall be worn by employees handling / using: Cement / Brick / Steel / Chemicals Welding Equipment. Hammers & Chisels. Jack / Kango Hammers etc. ...	Yes		
GSR2: *Respiratory Protection	Suitable/efficient respiratory protection shall be worn by employees handling / using: Dry cement. Dusty areas Hazardous chemicals Angle Grinders Spray Painting etc. ...	Yes		
OHS REF & TOPIC	REQUIREMENTS	APPLICABLE YES // NO	PROJECT SPECIFIC SPECIFICATION H&S	CONTRACTOR H&S PLAN
GSR 2: *Fall Prevention Equipment	Suitable Safety Belts / Fall Arrest Equipment shall be used by persons working on / in unguarded, elevated positioning e.g. : Scaffolding Riggers Lift shafts. Edge work. Ring beam edges etc... Other methods of fall prevention shall be	Yes		

	applied, e.g. catch nets, if necessary.			
GSR 2: *Protective Clothing	All jobs requiring protective clothing (overalls, rain wear, welding aprons etc.) shall be identified and the clothing worn.	Yes		
GSR 2: *PPE Issue & Control	Identified Equipment shall be issued free of charge by the Contractor/s All PPE shall be maintained in good condition. (Regular checks). Workers shall be instructed in the proper use & maintenance of PPE. Commitment shall be obtained from each employee, accepting the conditions and to wear the PPE as required. Record of PPE issued shall be kept on file.	Yes		

NAME OF CONTRACTOR: _____ SIGNATURE OF CONTRACTOR: _____ DATE: _____

C.6 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 agreement.

1. Definitions

Insert new clause 1.1A with the following:

- 1.1A “Commencement Date” means the date the Supplier confirms receipt from the Purchaser of 1 (one) complete, signed copy of the Contract, the *Schedule of Deviations* (if any).
- 1.1B “Conditions of Contract” means the general conditions of contract and special conditions of contract including all other contract data incorporated by reference.

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 agreement. 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 (chosen domicilium citandi et executandi).

Add the following after Clause 1.25:

- 1.26 ‘Supplier’ means the provider of Goods and / or Services with whom the Contract is concluded also referred to as “contractor” in the GCC.
- 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
- 1.28 “Working Day” means Monday to Friday excluding weekends and Public Holidays (in the Republic of Sotuh Africa).

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 If the Supplier is a joint venture, all parties in a joint venture or consortium shall be jointly and severally

liable to the Purchaser in terms of the 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/or Services 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 as amended from time to time. If the Purchaser 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 the 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 termination of the Contract, restriction of the Supplier, and/or the exercise by the CCT of any other remedies available to it as described in the SCM Policy or in law.
- 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 Purchase Order by the Purchaser and no later than the periods as set out in the Contract:
- 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, and
 - d) Other requirements as detailed in the Contract.
- 3.5.2 Only when notified of the acceptance of the bid on the Date of Commencement of Contract, the Supplier shall commence with and carry out the Delivery of the Goods and/or Services 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 and/or Services 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 and/or Services 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 due 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 Purchaser Orders for the Goods and/or Services required under this Contract. No liability for

payment will ensue for arising out of the Delivery of the Goods and/or Services, unless a Purchase Order has been issued to the Supplier.

- 3.6.2 Make payment to the Supplier for the Goods and/or Services as set out herein.
- 3.6.3 Take possession of the Goods and /or Services 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.
- 3.6.6 Grant or refuse any extension of time requested by the Supplier of the period stated in clause 10.
- 3.6.7 Inspect the Goods and/or Services 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 the 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 agreement and need not obtain the Supplier's permission to copy it 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 in terms of the agreement and the Purchaser hereby indemnifies the Supplier against any claim which may be made against it by any person / entity, 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 agreement within two (2) years of Delivery of the Goods, 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 agreement, 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 Purchaser.
 - 5.8.2 The Supplier hereby assigns to the Purchaser, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the agreement, 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 Purchaser's Intellectual Property for any purpose other than as contemplated in the agreement;
 - 5.8.3.2 not modify, add to, change or alter the Purchaser'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 Purchaser;

- 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 Purchaser;
- 5.8.3.4 Comply with all reasonable directions or instructions given to it by the Purchaser in relation to the form and manner of use of the CCT Intellectual Property, including without limitation, any brand guidelines which the Purchaser may provide to the Supplier from time to time;
- 5.8.3.5 Ensure that its employees, directors, members and contractors comply strictly with the provisions of this Clause 5.8.4 above unless the Purchaser expressly agrees to the contrary, in writing and only after obtaining due internal authority for such agreement.
- 5.8.4 The Supplier represents and warrants to the Purchaser that, in providing Goods and/or Services for the duration of the agreement it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Purchaser 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 Upon expiry of the contract period and in the event that the Contract is terminated, ended or is declared void, any and all of the Purchaser's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Purchaser by the Supplier and no copies thereof shall be retained by the Supplier unless the Purchaser expressly and in writing, after obtaining due internal authority, agrees otherwise.

Add the following after clause 5.8:

5.9 **Protection of Personal Information Act of 2013**

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

- 5.9.1 that the tenderer has been informed of the purpose of the collection and processing of its personal information as defined in the Protection of Personal Information Act of 2013 ("POPIA"), which, for the avoidance of doubt is for, and in relation to, the tender process and the negotiation, conclusion, performance and enforcement of the ensuing agreement, if applicable, as well as for the City of Cape Town's reporting purposes;
- 5.9.2 to the collection and processing of the tenderer's personal information by the City of Cape Town and agrees to make available to the City of Cape Town, all information reasonably required by the City of Cape Town for the above purposes;
- 5.9.3 that the personal information the City of Cape Town collects from the tenderer or about the tenderer may be further processed for other activities and/or purposes which are lawful, reasonable, relevant and not excessive in relation to the purposes set out above, for which it was originally collected;
- 5.9.4 that, the tenderer indemnifies the City of Cape Town and its officials, employees, and directors and undertakes to keep the City of Cape Town and its officials, employees, and directors indemnified in respect of any claim, loss, demands, liability, costs and expenses of whatsoever nature which may be made against the City of Cape Town (including the costs incurred in defending or contesting any such claim) in relation to the tenderer or the tenderer's employees', representatives' and/or sub-Suppliers' non-compliance with POPIA and/or the City of Cape Town's failure to obtain the tenderer's consent or to notify the tenderer of the reason for the processing of the tenderer's personal information;
- 5.9.5 to the disclosure of the tenderer's personal information by the City of Cape Town to any third party, where the City of Cape Town has a legal or contractual obligation to disclose such personal information to the third party (or a legitimate interest exists therein);
- 5.9.6 that, under POPIA, the tenderer may request to access, confirm, request the correction, destruction, or deletion of, or request a description of, personal information held by the City of Cape Town in relation to you, subject to applicable law; and

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

5.10 **PERFORMANCE MONITORING**

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

7. Performance Security

Not Applicable.

Tenderers must disregard the **Pro Forma Performance Security/ Guarantee** and are not required to furnish same.

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

- 8.2 If it is a bid condition that Goods and/or Services 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 Supplier 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 Purchase Order. In the case of agreements for Delivery of goods in terms of framework or panel agreements, Purchase Orders for the supply and delivery of goods may be raised up until the expiry of a framework or panel agreement, provided that the goods can be delivered within 30 (thirty) days of expiry of the framework or panel agreement. In this context, the "goods" does not include services and carries its ordinary meaning. All Purchase Orders other than for the supply and Delivery of goods (i.e. supply of services, professional services or constructions works), must be completed prior to the expiry of the contract period.
- 10.2 The Purchaser shall determine, in its sole discretion, whether the Goods and/or Services 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 and/or Services 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 such written 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:
- 11.2.1 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;
- 11.2.2 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;
- 11.2.3 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 licenced compensation insurer, from either the Supplier's broker or the insurance company itself (see the Pro Forma Insurance Broker's Warranty).

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

11.3 The Supplier shall be obliged to furnish the Purchaser with proof of such insurance as the Purchaser 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 Pro forma Insurance Broker's Warranty or copies of the insurance policies.

15. Warranty

Add to Clause 15.2:

15.2 The warranty for this Contract shall remain valid for twelve (12) months from date of Delivery of the Goods and/or Services.

16. Payment

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

16.1 Payment of invoices will be made:

16.1.1 Within 30 (thirty) days of receiving the relevant invoice or statement from the Supplier, unless otherwise prescribed for certain categories of expenditure or specific contractual requirements in accordance with any other applicable policies of the Purchaser.

16.1.2 Notwithstanding anything contained above, the Purchaser shall not be liable for payment of any invoice that pre-dates the date of delivery of any Goods and/or Services.

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 Purchase Order, the Supplier shall only be entitled to payment for Goods and/or Services actually delivered in terms of the Specification and Drawings, or any variations thereof made in accordance with clause 18. Any contingency sum included shall be for the sole use, and at the discretion, of the Purchaser.

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 Purchaser delegated authority if such was not included in the bid documents.

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

17.4 The prices for the goods delivered and services performed shall be subject to contract price adjustment and the following conditions will be applicable to **Schedule F1**.

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 and/or Services, extension of the contract period or increases in the value of the Contract as a result of written instructions issued by the Purchaser to the Supplier. Such changes are 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, the Purchaser's liability for payment shall not arise until such time as the change has been duly approved and such approval communicated to 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 Purchaser and the subcontractor, or a responsibility or liability on the part of the Purchaser 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 obligations contained in the Contract the Supplier or its subcontractors should encounter conditions beyond their reasonable control which impede the timely delivery of the Goods and/or Services, the Supplier shall notify the Purchaser in writing, within 7 (seven) 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 this Contract shall be deemed to prohibit the obtaining of Goods and/or Services 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 and/or Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from amounts payable, 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;

A. Maintenance Schedule:

- A1.** A penalty may be imposed upon the supplier for late commencement of work after 48 hours of receipt of a purchase order, where the purchaser requires and instructs the supplier to commence with a Works Project due to operational requirements.
- A2.** A penalty may be imposed upon the supplier for failing to respond to a call out or emergency work, within 12 hours of the official notification for work required.
- A.3** A penalty may be imposed upon the supplier for late completion of the agreed Works Project timeline.

The purchaser shall, without prejudice to its other remedies under the contract, deduct from the Works Project contract price, as a penalty, a sum or R 500.00 per calendar day as stated above for each day of the delay until actual delivery or performance.

It is imperative that both contracting parties shall apply the necessary controls to avoid the imposing of penalties such as proper communications, agreements and realistic timelines.

B. Quotation:

- B1.** A penalty may be imposed upon the supplier for failing to provide a quotation within 14 calendar days after work has been scoped and specified by the City of Cape Town.
- B2.** A penalty will be imposed upon the supplier for late start of the quotation process and submitting of documents specified in the Works Project timeline.

The purchaser shall, without prejudice to its other remedies under the contract, deduct from the Works Project contract price, as a penalty, a sum or R 500.00 per calendar day as stated above for each day of the delay until actual delivery or performance.

It is imperative that all contracting parties shall apply the necessary controls to avoid the imposing of penalties such as proper communications, contract framework agreements and realistic timelines. Delays and reasons such shall be communicated well in advance to the purchaser.

C. Maintenance and Service reports:

- C1.** A penalty may be imposed upon the contractor for failing to provide service and maintenance reports and all other Works Project related documentation within 7 calendar days after services or maintenance repairs has been completed.

The purchaser shall, without prejudice to its other remedies under the contract, deduct from the Works Project contract price, as a penalty, a sum or R 500.00 per calendar day as stated above for each day of the delay until actual delivery or performance.

It is imperative that all contracting parties shall apply the necessary controls to avoid the imposing of penalties such as proper communications, contract framework agreements and realistic timelines. Delays and reasons such shall be communicated well in advance to the purchaser.

D. Supply of Goods and Services:

- D1.** A penalty may be imposed upon the supplier should goods and services not be supplied within 7 calendar days after receipt of a purchase order.

The purchaser shall, without prejudice to its other remedies under the contract, deduct from the Works Project contract price, as a penalty, a sum or R 500.00 per calendar day as stated above for each day of the delay until actual delivery or performance.

It is imperative that all contracting parties shall apply the necessary controls to avoid the imposing of penalties such as proper communications, contract framework agreements and realistic timelines. Delays and reasons such shall be communicated well in advance to the purchaser.

22.2 The Purchaser shall, without prejudice to its other remedies under the contract, deduct from amounts payable, financial penalties as contained on the Preference Schedule for 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 If the Parties, by mutual agreement, terminate the Contract.

23.8.3 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 the Contract may be terminated by the Purchaser (upon conclusion of applicable processes by the City Manager as described in the Purchaser's SCM Policy).

23.8.4 Reputational risk or harm to the Purchaser

The Purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, may terminate the contract if the implementation of the contract may result in reputational risk or harm to the Purchaser as a result of (inter alia):

- a) reports of poor governance and/or unethical behaviour;
- b) association with known notorious individuals and family of notorious individuals;
- c) poor performance issues, known to the Purchaser
- d) negative social media reports;
- e) adverse assurance (e.g. due diligence) report outcomes; or
- f) circumstances where the relevant vendor has employed, or is directed by, anyone who was previously employed in the service of the state (as defined in clause 1.53), where the person is or was negatively implicated in any SCM irregularity.

By or in relation to the Supplier, the Contract may be terminated by the Purchaser after providing notice to the Supplier.

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 In the event of the Supplier becoming bankrupt or otherwise insolvent the Purchaser may elect to:

26.1.1 At any time, terminate the Contract by giving written notice to the Supplier; or

26.1.2 Accept a Supplier's proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms or takes steps to ensure its rights are protected and any negative impact on service delivery is mitigated.

26.2 In the event of the Purchaser electing to cancel the Contract in accordance with clause 26.1.1 above, the Purchaser shall make payment of all verified and signed off invoices. In the event of there being any

dispute in respect of any outstanding invoices such dispute shall be dealt with in accordance with the dispute resolution mechanism in the Contract.

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 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 (a) and (b) and replace with the following:

- (a) notwithstanding any provision to the contrary contained in this contract, neither the supplier nor any of its officers, directors, employees, agents contractors, consultants or other representatives shall be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect, incidental, special or consequential loss or damage of any kind, including without limitation the loss of use, loss of production, or loss of profits or interest costs, loss of goodwill, lost or damaged data or software, costs of substitute products/services and/or loss of business or business opportunities (whether foreseeable or unforeseeable), provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser;
- (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 day delivery of delivery or the next Working Day,
 - 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 Tenderer to submit evidence in the form of a valid Tax Compliance Status PIN 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.

Add the following after clause 32.3:

- 32.4 The VAT registration number of the CCT 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 including Monthly Project Labour Reports (Annexure B). Any failure in this regard may result in a delay in the processing of payments.

36. ESTABLISHMENT OF A FULLY COMPLAINT WORKSHOP FACILITY INCLUSIVE OF SERVICES AND PRODUCTS AS SPECIFIED WITHIN THE GEOGRAPHICAL BOUNDARIES OF THE CITY OF CAPE TOWN, WITHIN 30 DAYS FROM COMMENCEMENT OF CONTRACT

- 36.1 The supplier must within 30 days from commencement of the contract, establish a Workshop Facility within the Geographical Boundaries of the City of Cape which meets the requirements set out in the Specifications in full (including details stated on Annexure 5: Local Workshop and Facility Checklist) , and otherwise meets the requirements necessary for the supplier to render the services contemplated in this contract and to meet its obligations. Refer to Schedule F15, Annexure 5.
A City of Cape Town Engineer will engage the successful tenderer(s) and a workshop inspection will be arranged with the tenderer(s) within one month after the Memorandum of agreement (MOA) with the City of Cape Town has been signed.
- 36.2 The City of Cape Town shall perform a minimum of one (1) technical assessment of the Workshop Facility mentioned in clause 36.1 above, to confirm that it complies with the requirements set out in the Specifications and otherwise meets the requirements necessary for the supplier to render the services contemplated in this contract and to meet its obligations. Only once the technical compliance of the Workshop Facility has been confirmed in full by the City of Cape Town, after the aforementioned technical assessment, will work be allocated and/or products be procured from the supplier in terms of this contract. Should the supplier fail to establish a Workshop Facility which complies with the aforementioned requirements, within the thirty (30) days mentioned in clause 36.1 above or a reduced period as contemplated in clause 36.3 below, this shall be a material breach of the contract and the City shall be entitled to terminate the contract forthwith and without further notice to the supplier. The date on which the aforementioned technical assessment shall be held, will not exceed two weeks from expiry of the thirty (30) days period.
- 36.3 The supplier may inform the City of Cape Town that it is ready for the technical assessment referred to in clause 36.2 above, earlier than the thirty (30) day period mentioned in clause 36.1 above, in which case the supplier shall forfeit the remaining days of the aforementioned period and the City of Cape Town shall be entitled to conduct the technical assessment at an agreed date and time between the parties, which shall not exceed two weeks from receipt from the suppliers notification in terms of this clause.
- 36.4 The supplier shall cooperate fully and in good faith with the City of Cape Town in arranging for and assisting the City of Cape Town with the technical assessment referred to in clause 36.2 above, including but not limited to providing the City of Cape Town with access to all parts of the Workshop Facility during that assessment and demonstrating to the City all aspects of the facility relevant for the aforementioned technical assessment.
- 36.5 Notwithstanding the contents of 36.1 to 36.4 above, the City of Cape Town reserves the right, at its sole discretion and on fourteen (14) days notice, to perform technical assessments of the Workshop Facility during the tenure of the contract as and when required, to ensure that the Workshop Facility meets the requirements set out in the Specifications in full, and otherwise meets the requirements necessary for the supplier to render the services contemplated in this contract and to meet its obligations. Should the outcome of the technical assessment be that the Workshop Facility is not compliant with the aforesaid requirement, this shall be a material breach of the contract.
- 36.6 The supplier shall submit to the City of Cape Town all documents as requested in the Specification as well as the responsive criteria mentioned in the tender document. All qualified staff employed by the supplier, Call-out vehicles (owned or leased) as well as tooling and equipment specified must be available for use by the supplier within thirty (30) days from commencement of the contract."

37. Original supplier's warranties

The supplier must transfer the original supplier's warranties for equipment obtained through this contract to the CCT before the end of the relevant works order contract. The supplier must provide proof of this transfer by submitting authorization of the transfer of warranty received from the original supplier of the equipment.

38. Procedures for the allocation of Works Projects

The CCT reserves the right to plan, allocate and effect individual Works Projects at its sole discretion and as described in this document. The CCT will only order those quantities of work items which it actually requires for execution in a Works Project from time to time. The Employer reserves the right not to order any quantities at all depending on circumstances and subject to operational requirements. The Works Projects shall be identified subject to availability of funding. The procedures for the allocation of Works Projects are described in detail in the specifications, annexure 1 (WORK PROJECT PROCESS AND FRAMEWORK CONTRACT FLOW DIAGRAM.)

ANNEXURE 5: LOCAL WORKSHOP FACILITY CHECKLIST

NOTE: This is not an eligibility criteria; it is a contract condition.

A City of Cape Town Engineer will engage the successful tenderer(s) and a workshop inspection will be arranged with the tenderer(s) within one month after the Memorandum of agreement (MOA) with the City of Cape Town has been signed.

A City of Cape Town Engineer will engage the successful tenderer(s) and a workshop inspection will be arranged with the tenderer(s) within one month after the Memorandum of agreement (MOA) with the City of Cape Town has been signed.

The CCT Engineer is required to inspect, complete and certify the workshop in order to ensure it meets the CCT Water and Sanitation department's minimum requirements for a maintenance workshop suitable for industrial type repairs, and this Term Tender requirements.

Workshop name: _____

Workshop location: _____

Workshop facility required required as per C.5 SPECIFICATIONS Clauses 2.3, 2.6 and 2.7.			
Number	Electrical motor rewinding repair facility	Minimum requirement	Acceptable Yes or No
C1.1	Workshop crane with lifting capacity of up to 5 tons (Provide valid up to date AIA certificate/s)	x1 (One) required	
C1.2	Lifting gear and tackle (shackles, hooks, soft slings, chains pallet trucks etc.) Submit up to date and valid certified copy/ies lifting inspection Approved Inspection Authority (AIA) records of lifting gear and tackle (including shackles, hooks, soft slings, chains and pallet trucks etc.)including a physical inspection of the equipment	All equipment in the workshop	
C1.3	Mechanical machine fabrication shop for electrical motors sizes up to 3 metric Ton	x1 (One) required	
C1.4	Electrical motor rewinding workshop for electrical motors up to metric 3 metric ton	x1 (One) required	
C1.5	Sandblast facility for electrical motors up to 800 kW 3300 kV	x1 (One) required	
C1.6	Temperature controlled electrical or gas fired burn out and baking "oven" for electrical motors up to 3 metric ton	x1 (One) required	
C1.7	Spray painting facility	x1 (One) required	

C1.8	Electronic winding and analyzer including (PDMA or All Test Pro or equivalent) test equipment for electrical motors up to 800 kW 3300 kV	x1 (One) required	
C1.9	Stator core testing equipment (Conventional current induction and thermography and electronic core tester) for electrical motors up to 800 kW 3300 kV	x1 (One) required	
C1.10	Full load testing equipment for motors up to 350 kW 400V – 3300V	x1 (One) required	
C1.11	Dynamic balance machine (rotors up to 800 kW electric motor)	x1 (One) required	

COMMENTS	

Date		
Project Name		
CCT Rep no1. – Name & Signature		
Designation		
CCT Rep no. 2– Name & Signature		
Designation		

C.7 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 as 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

Not applicable

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.

C.8 ANNEXURES

Annexure A – Pro Forma Insurance Broker's Warranty

Broker Logo

Letterhead of supplier's Insurance Broker

Date _____

CCT
City Manager
Civic Centre
12 Hertzog Boulevard
Cape Town
8000

Dear Sir

TENDER NO.: 270S/2023/24

**TENDER DESCRIPTION: TENDER DESCRIPTION: SERVICING, REPAIRS, REFURBISHMENT,
MAINTENANCE AND SUPPLY OF AND TECHNICAL ASSESSMENTS AND
ANALYSIS OF ELECTRICAL MOTORS**

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 CCT 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)

Annexure B – Monthly Project Labour Report

Not applicable

Annexure C - Pro Forma Performance Security/ Guarantee

Not applicable

Annexure D - Pro Forma Advance Payment Guarantee

Not applicable

Approved Financial Institution as at 28 February 2023:

Not applicable

Annexure F - Tender Returnable Documents

Schedule F.1: Contract Price Adjustment

The following Contract Price Adjustments mechanisms are or may be applicable to this contract. The tenderer shall indicate at time of tender select the applicable Contract Price Adjustment (CPA) mechanism for each item which will be subject to price increases for the duration of the contract.

IT IS TO BE NOTED THAT CPA PER LINE ITEM CAN ONLY BE CLAIMED AGAINST ONE CPA MECHANISM

Labour and Transport rates.

Consumer Price Index (CPI) South Africa

Items which may be subjected to supplier or manufacturer price lists of Goods where applicable.

Supplier / manufacturer price list variations

Items which may be subjected to Rate of Exchange of Goods where applicable.

Rate of Exchange

All other items are subjected to Consumer Price Index (CPI) South Africa for Goods and Services where applicable.

Consumer Price Index (CPI) South Africa

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

8.2 SUPPLIER / MANUFACTURER CONTRACT PRICE ADJUSTMENT

Tenderers are required to complete **either** Section 8.2.1 or Section 8.2.2 below. **(Refer to Clause 8.4 of Schedule F.1).**

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

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

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

Supplier: _____

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

Price List/Quotation Reference Number _____

N.B.

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

8.3 RATE OF EXCHANGE VARIATIONS

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

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

Name of Bank: _____

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

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

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

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

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

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

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

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

- 8.4.1.1 Contractors shall make the application for contract price adjustment prior to the date upon which the price adjustment would become effective.
- 8.4.1.2 The effective date of any price adjustment granted will be the first day of the month following the month during which the fully substantiated application for contract price adjustment is submitted and approved or, by agreement between the Contractor and the Employer, a subsequent date on which the price adjustment will become effective.
- 8.4.1.3 In instances where the Contractor's price adjustment claimed is less than entitled, the lesser price will be accepted.
- 8.4.1.4 Purchase orders placed prior to the effective date of any price increase shall be placed at the previously agreed price, not the claimed adjusted price.
- 8.4.1.5 Only the difference in cost may be adjusted and under no circumstances may the Contractor increase their profit margin.
- 8.4.1.6 The process to be followed by the Contractor for claims for contract price adjustment shall be as follows:
 - a) The Contractor shall submit all of the documentation indicated below a minimum of two weeks prior to the effective date of the contract price adjustment.
 - b) The Employer will consider the proposed contract price adjustment and based on the documentary evidence, the Employer may approve the adjustment.
 - c) A letter authorising the price adjustment will be issued to the Contractor.
 - d) All purchase orders issued subsequent to the effective date of the contract price adjustment will be issued at the approved adjusted contract price.
- 8.4.1.7 The Contractor shall supply the following documentation when applying for a contract price adjustment:
 - a) The price list that the tender was based upon clearly indicating the items numbered according to the tender pricing schedule.
 - b) The new price list from the same Supplier / Manufacturer as originally tendered and clearly indicating the items numbered according to the tender pricing schedule and the revised price applicable to each item.
 - c) Detailed calculations indicating how the new price has been established.
 - d) A covering letter on the Contractor's letterhead requesting the contract price adjustment.
 - e) All documentation is to be signed by the Supplier / Manufacturer and by the Contractor.
- 8.4.1.8 In the event of a Contractor changing their Supplier / Manufacturer during the tenure of the contract, no request for price variations will be considered unless the Contractor has obtained prior approval from the City for the change of Supplier / Manufacturer. Such approval shall include technical approval by the Engineer of the goods supplied by the replacement Supplier / Manufacturer. Technical approval by the Engineer shall be a prerequisite for any change of Supplier / Manufacturer.

8.4.2 Rate of Exchange Variations (Refer to 8.3 above)

- 8.4.2.1 The Tenderer shall note The Department: Trade and Industry Local Production and Content requirements included with and forming a part of this specification, where applicable, and shall comply fully therewith.
- 8.4.2.2 If the Contract price is subject to variations in RATES OF EXCHANGE the Tenderer SHALL complete the appropriate section in Schedule 8 (Section 8.3), failing which no claim for contract price adjustment on the basis of rate of exchange variations will be considered.
- 8.4.2.3 Only Contractors that are directly importing the tendered Goods or component parts of the tendered Goods may claim rate of exchange variations.
- 8.4.2.4 The price adjustment for variations in the cost of plant and materials imported from outside of South Africa shall be based on the information contained on the schedule titled **"Price Basis for Imported Resources"** and as below. The Rand value of Plant and Materials comprising entirely or partly imported content that is inserted on the schedule titled **"Price Basis for Imported Resources"** (column (G)) shall be the rate tendered in the Pricing Schedule, and shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate on the Base Date (seven calendar days before tender closing date) rounded to the second decimal place (column (B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)) and any South African manufactured or added content (column (F)). Any mark-up by the Tenderer or other costs not detailed above shall be entirely contained within the South African Content (Column (F)).
- 8.4.2.5 The Supplier shall within seven working days from the date of receipt of the purchase order arrange for cover or recovering forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported Plant and Materials inserted by the Tenderer on the scheduled titled **"Price Basis for Imported Resources"**, and submit such Forward Cover quotation to the City for approval. Following such approval the forward cover shall be contracted within a further two working days and a copy provided to the City.
- 8.4.2.6 Based on the evidence provided in Clause 8.4.3.5 above, the value in Rand inserted in column (C) of on the schedule titled **"Price Basis for Imported Resources"** shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in this clause shall be adjusted accordingly, subject to Clause 8.4.3.7 below.
- 8.4.2.7 The adjustments shall be calculated upon the value in foreign currency in the Supplier's **forward cover contract**, provided that, should this value exceed the value in foreign currency inserted in column (A) of on the schedule titled **"Price Basis for Imported Resources"**, then the value in column (A) shall be used.
- 8.4.2.8 Any increase or decrease in the Rand value between the amounts of Customs Surcharge and Customs Duty inserted in on the schedule titled **"Price Basis for Imported Resources"** and those amounts actually paid to the Customs and Excise Authorities, which are due to changes in the percentage rates applicable or to the foreign exchange rate used by the authorities, shall be adjusted accordingly.
- 8.4.2.9 The Tenderer shall state the Customs Duty Tariff Reference applicable to each item and the Supplier shall advise the CCT's Agent of any changes which occur.
- 8.4.2.10 Contractors shall take out Forward Cover covering the foreign exchange component of the cost of any imported portion of the Goods ordered on each purchase order issued by the Employer.
- 8.4.2.11 The process to be followed by Contractors for claims for Rate of Exchange Variations shall be as follows:
- a) On receipt of a purchase order the Contractor shall arrange for a quotation for Forward Cover from their banking institution.
 - b) This Forward Cover quotation shall be submitted to the Employer for approval of the Forward Cover rate within seven working days from date of receipt of the purchase order.

- c) Only once the Forward Cover rate is approved may the Contractor engage in a formalised contract with their banking institution and submit the Forward Cover contract to the Employer. This shall be done within two working days from the City's approval.
- d) The Forward Cover Contract shall refer to the purchase order number, shall be signed by both parties (the Contractor and the Banking Institution) and shall be valid until such time as the goods are delivered to the Employer.

8.4.2.12 On delivery of the goods to the City the Contractor shall submit the following documentation:

- a) The Bill of Lading/Waybill/Customs Invoice (clearly indicating the items as identified on the purchase order).
- b) Calculations detailing the difference in the rate of exchange at the time of entry and the date of tender. These shall be submitted on a covering letter.
- c) The invoice / credit note for the Rate of Exchange adjustment applicable to the specific order.

8.4.3 **Supplier Price List Variations for Contractors Supplying Imported Goods by Another Party (Refer to 8.2 above).**

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

8.5 **Consumer Price Index**

8.5.1 **Price Adjustment Mechanism:**

8.5.1.1 The Contract Price as per GCC shall remain **Firm** for the first 12 months from date of commencement of the contract and no claims for contract price adjustment will be considered for the first 12 months' subject to the provisions in the price schedule.

8.5.1.2 Subject to 8.11.1. Above, Contract Price Adjustment will be applicable as from commencement of the 13 month. Contractors shall be entitled to claim contract price adjustment as follows:

8.5.1.3 **10%** of the **tendered** rate will remain fixed for the duration of the contract.

8.5.1.4 **90%** of the year on year rate will be subject to adjustment **annually** based on the average percentage of 12 months as published by STATSSA: Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates) as follows:

From start of 13th month to the end of the 24th month: Subject to contract price adjustment in accordance with the **Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates)**. **Base month** for the price adjustment shall be three (3) calendar months prior to the date of commencement. The **end month** shall be three (3) calendar months prior to the 12th month.

From start of 25th month to end of the 36month: Subject to the contract price adjustment in accordance with the **Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates)**. **Base month** for the price adjustment shall be three (3) calendar months prior to the 13th month. The **end month** shall be three (3) calendar months prior to 24th month.

The **average CPI** will be calculated, the base month to the end month (both included) divided by the number of months.

Example:

The claim will be based on the **average** between the “base month” and the “end month” e.g.: $7+6+9+6 = 28$ $(28/4) = 7$ therefore the claim will be 7%.

8.5.1 Contract Price Adjustment – General

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

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

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

8.5.1.2 When submitting an application for contract price adjustment the Contractor shall provide the applicable month's actual indices for the SEIFSA Table No's and Descriptions detailed in Annexure A of Schedule 8 or the supplier's actual published pricelists applicable to the particular month, and the actual revised rate proposed for each item. A mere notification of an application for contract price adjustment without stating the adjusted price claimed for each item shall, for the purpose of this clause, not be regarded as a valid claim.

The Employer reserves the right to request the Contractor to submit auditor's certificates or such other documentary proof as it may require in order to verify a claim for contract price adjustment. Should the supplier fail to submit such auditor's certificates or other documentary proof to the City of Cape Town within a period of 30 (thirty) days from the date of the request, it shall be presumed that the supplier has abandoned his claim.

Schedule F.2: Certificate of Authority for Partnerships/ Joint Ventures/ Consortia

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

1. We, the undersigned, are submitting this tender offer as a partnership/ joint venture/ consortium and hereby authorize Mr/Ms _____, of the authorised entity _____, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/ consortium's behalf.
2. By signing this schedule the partners to the partnership/joint venture/ consortium:
 - 2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/ consortium;
 - 2.2 agree that the CCT shall make all payments in terms of this Contract into the following bank account of the Lead Partner:
 Account Holder: _____
 Financial Institution: _____
 Branch Code: _____
 Account No.: _____
 - 2.3 agree that in the event that there is a change in the partnership/ joint venture/ consortium and/or should a dispute arise between the partnership/joint venture/ consortium partners, that the CCT shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the CCT is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the CCT of the details of the new bank account into which it is required to make payment.
 - 2.4 agree that they shall be jointly and severally liable to the CCT for the due and proper fulfilment by the successful tenderer/supplier of its obligations in terms of the Contract as well as any damages suffered by the CCT as a result of breach by the successful tenderer/supplier. The partnership/joint venture/ consortium partners hereby renounce the benefits of excussion and division.

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

Note: A copy of the Joint Venture Agreement shall be appended to *List of Other Documents Attached by Tenderer Schedule*.

Schedule F.3: 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	
-----	--	----	--

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	
-----	--	----	--

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	
-----	--	----	--

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 CCT of any other remedies available to it.

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

Date

Schedule F.4: Preference Points Claim Form In Terms Of the Preferential Procurement Regulations 2022

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
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.

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

2. DEFINITIONS

The following definitions shall apply to this schedule:

- (a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) "The Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**POINTS AWARDED FOR PRICE****THE 90/10 PREFERENCE POINT SYSTEMS**

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

90/10

Or

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	To be Completed by the Organ of State	To be Completed by the Tenderer
	Number of points Allocated (90/10 system)	Number of points claimed (90/10 system)
Gender	3	
Race	3	
Disability	1	
Promotion of Micro and Small Enterprises	3	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3 Name of company/firm.....

4.4 Company registration number:

4.5 TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 4.1 and 4.2, the Supplier 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 Supplier, 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.

<i>Signature of Tenderer</i>	<i>Date</i>	<i>Name and Surname</i>	<i>Address</i>

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

Schedule F.5: 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 (CCT) during the previous twelve (12) months, or
 - 1.4 from an entity who has employed a former CCT employee who was at a level of T14 or higher at the time of leaving the CCT's employ and involved in any of the CCT's bid committees for the bid submitted, if:
 - 1.4.1 the CCT employee left the CCT's employment voluntarily, during the previous twelve (12) months;
 - 1.5 a person who was a CCT employee, or an entity that employs a CCT employee, if
 - 1.5.1 the CCT employee left the CCT's employment whilst under investigation for alleged misconduct, or
 - 1.5.2 was facing disciplinary action or potential disciplinary action by the CCT, or
 - 1.5.3 was involved in a dispute against the CCT during the previous thirty six (36) months.

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 CCT 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 CCT at a level of T14 or higher at the time they left the employ of the CCT, and who was involved in any of the CCT'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 CCT of any other remedies available to it.

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

Date

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

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

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

Schedule F.6: 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 CCT, please contact the following:

The CCT'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 CCT of any other remedies available to it.

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

Date

Schedule F.7: 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	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? (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). 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.	Yes ☐	No ☐
2.1.1	If so, furnish particulars:		
2.2	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? 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.	Yes ☐	No ☐
2.2.1	If so, furnish particulars:		
2.3	Was the tenderer or any of its directors/members convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
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 ☐	No ☐
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 ☐	No ☐
2.5.1	If so, furnish particulars:		

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

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

 Date

Schedule F.8: Authorisation for the Deduction of Outstanding Amounts Owed to the CCT

To: THE CITY MANAGER, City of Cape Town

From: _____
(Name of tenderer)

RE: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CCT

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;

Physical Business address(es) of the tenderer	Municipal Account number(s)	Inside the CCT municipal boundary (Yes/No)

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)	Inside the CCT municipal boundary (Yes/No)

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 CCT of any other remedies available to it.

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

Date

Schedule F.9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender number **270S/2023/24** and tender description: **TENDER DESCRIPTION: SERVICING, REPAIRS, REFURBISHMENT, MAINTENANCE AND SUPPLY OF AND TECHNICAL ASSESSMENTS AND ANALYSIS OF ELECTRICAL MOTORS** in response to the tender invitation made by THE CCT, 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/o/r 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

Print name:

On behalf of the tenderer (duly authorised)

Date

(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 F.10: Proposed Deviations And Qualifications By Tenderer

The Tenderer should record any **proposed** deviations or qualifications they may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such proposed deviations and qualifications in a covering letter attached to his tender and reference such letter in this schedule. Any proposed deviations or qualifications contained in a covering letter which is not referenced in this schedule will not be considered.

The Tenderer's attention is drawn to clause 2.3.7.2 of the Standard Conditions of Tender referenced in the Tender Data regarding the CCT's handling of material deviations and qualifications.

If no deviations or qualifications are proposed, the schedule hereunder is to be marked NIL and signed by the Tenderer.

PAGE	CLAUSE OR ITEM	PROPOSED DEVIATION OR QUALIFICATION

List relevant documentation attached in Schedule F.10 below.

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

 Date

Schedule F.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 F.12: Record of Addenda to Tender Documents

We confirm that the following communications received from the CCT 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.

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

 Date

Schedule F.13: Information to Be Provided With the Tender

The following information shall be provided with the Tender:

1. Contract Price Adjustment mechanisms including quotes from suppliers where applicable

With reference to SCHEDULE F.15, complete the information tables and include in the tender offer listing;

2. Key Staff Personnel
3. Key Staff Personnel offering the Installation Electrician
4. Vehicles
5. Where a tenderer may already have a Workshop Facility within the Geographical Boundaries of the City of Cape Town, complete the information table. (SCHEDULE F.15 - ANNEXURE 5: LOCAL WORKSHOP FACILITY and EQUIPMENT CHECKLIST)
6. Where a tenderer intends to establish within the Geographical Boundaries of the City of Cape Town within 30 calendar days from date of acceptance and commencement of contract, special reference is made to the Special Conditions of Contract which will be applied as per Clause 36, at which point the table (SCHEDULE F.15 - ANNEXURE 5: LOCAL WORKSHOP FACILITY and EQUIPMENT CHECKLIST) referred to above in (5) will apply for the evaluation.

Signature

Print name:

On behalf of the tenderer (duly authorised)

Date

Schedule F.14: Appeal Application

annexure 'B'

OFFICIAL RECEIPT
(Valid only if printed
by official cash
receipting machine)

IRISITI ESESIKWENI
(Isemthethweni kuphela
xa ishicilelwe
ngumatshini wokukhupa
irisiti osesikweni.)

AMPTELIKE KWITANSIE
(Geldig alleenlik indien deur
amptelike kontantvangs
masjien gedruk.)

GL DATA CAPTURE RECEIPT (CASHIERTO RETAIN A COPY)

RECEIPT NO: _____

DATE: _____

SAP GL:

8	1	0	1	0	0
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PROFIT CENTRE:

1	3	0	5	0	0	0	1
---	---	---	---	---	---	---	---

NAME/COMPANY NAME:

AMOUNT:

						R	3	0	0	-	0	0
--	--	--	--	--	--	---	---	---	---	---	---	---

SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES: APPEALS UNIT

CONTACT PERSON: CHARLENE CEBEKHULU / MELANIE CLOETE

PHONE NO: 021 400 2503 / 021 400 3788

OFFICIAL RECEIPT
(Valid only if printed
by official cash
receipting machine)

IRISITI ESESIKWENI
(Isemthethweni kuphela
xa ishicilelwe
ngumatshini wokukhupa
irisiti osesikweni.)

AMPTELIKE KWITANSIE
(Geldig alleenlik indien deur
amptelike kontantvangs
masjien gedruk.)

GL DATA CAPTURE RECEIPT (CASHIERTO RETAIN A COPY)

RECEIPT NO: _____

DATE: _____

SAP GL:

8	1	0	1	0	0
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PROFIT CENTRE:

1	3	0	5	0	0	0	1
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NAME/COMPANY NAME:

AMOUNT:

						R	3	0	0	-	0	0
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SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES: APPEALS UNIT

CONTACT PERSON: CHARLENE CEBEKHULU / MELANIE CLOETE

PHONE NO: 021 400 2503 / 021 400 3788

CIVIC CENTRE IZIKO LOLUNTU BURGERSENTRUM
12 HERTZOG BOULEVARD CAPE TOWN 8001 P O BOX 298 CAPE TOWN 8000
www.capetown.gov.za


 Making progress possible. Together.

Schedule F.15: Resources

SCHEDULE F.15**Key Staff Personnel Requirement as per C.5 SPECIFICATIONS Clauses 2.2 and 2.5**

Designation	Name and Surname	Qualification offered of listed person	Qualification as per tender specification	Years of experience offered	Years of experience as per tender specification
A1.1 Technical Supervisor			Trade tested Electrician or Professional qualification (N6 National Diploma Electrical Engineering or National Diploma Electrical Engineering or B-Tech Electrical Engineering)		>3 Years Post Qualification. Supervision of staff, scoping and estimating of work Quality assurance of construction works Quoting on estimates of work Knowledge of Occupational Health and Safety Act and Regulations 85 of 1993
A1.2 Estimator and quotating admin clerk			On the job and related experience		>3 Years Post Qualification/In Service training and experience
A1.3 Electrician			Trade tested RSA Red Seal or SAQA equivalent certified for foreign nationals Electrician (three phase)		>3 Years Post Qualification
A1.4.1 Electrical motor winder no. 1			Electrical rewinder		>3 Years Post Qualification/In Service training and work related experience

Designation	Name and Surname	Qualification offered of listed person	Qualification as per tender specification	Years of experience offered	Years of experience as per tender specification
A1.4.2 Electrical motor winder no. 2			Electrical rewinder		>3 Years Post Qualification/In Service training and work related experience
A1.4.3 Electrical motor winder no. 3			Electrical rewinder		>3 Years Post Qualification/In Service training and work related experience
A1.5.1 Mechanical Fitter no. 1			Trade test		>3 Years Post Qualification
A1.5.2 Mechanical Fitter no. 2			Trade test		>3 Years Post Qualification
A1.5.3 Mechanical Fitter no. 3			Trade test		>3 Years Post Qualification
A1.6 Spay painter			On the job and related experience		< 6 months In Service training and work related experience
A1.7 Sandblaster			< 6 months In Service training and work related experience		< 6 months In Service training and work related experience
A1.8.1 Assistant to artisan no.1			< 6 months In Service training and work related experience		< 6 months In Service training and work related experience
A1.8.2 Assistant to artisan no.2			< 6 months In Service training and work related experience		< 6 months In Service training and work related experience

SCHEDULE F.15**Key Staff Personnel Requirement as per C.5 SPECIFICATIONS Clauses 2.2 and 2.5**

Designation	Name and Surname	Qualification offered of listed person	Qualification as per tender specification	Years of experience offered	Years of experience as per tender specification
A1.8.3 Assistant to artisan no.3			< 6 months In Service training and work related experience		< 6 months In Service training and work related experience
A1.9 Laser alignment specialist/artisan			On the job and related experience and or specific OEM training workshop		< 12 months In Service training and work related experience
A1.10 Vibration Analyst Specialist			On the job and related experience and or specific OEM training workshop		< 12 months In Service previous experience included in CV in testing and compiling reports utilising vibration measuring and monitoring equipment
A1.11 Electrical Motor Conditioning Monitoring Specialist			On the job and related experience and or specific OEM training workshop		< 12 months In Service previous experience included in CV in testing and compiling reports utilising equipment such as or equivalent to PDMA (MCE Max) and All-Test Pro motor current signature analysis
A1.12 Power Quality condition monitoring specialist			On the job and related experience and or specific OEM training workshop		< 12 months In Service previous experience included in CV in testing and compiling reports utilising vibration measuring and monitoring equipment

Number	Schedule F.15 Vehicles required as per C.5 SPECIFICATIONS Clause 2.4 Where vehicles will be hired or leased, it is required that the tenderer provide a letter of intent to hire from a reputable fleet rental company clearly indicating on the letterhead from the rental company that the vehicles will be made available for the full duration of the contract			
No.	Vehicles required per ENGINEERING AND ASSET MANAGEMENT (EAM) (Complete a duplicate page if required, for more information)	Minimum requirement	Vehicles offered OWNED	Vehicles offered HIRED/ LETTER OF INTENT
B1.1.1	1.0 ton Light Delivery Vehicle (LDV) no.1	NO panels van versions or motor car vehicles allowed. Vehicles must be flat bed bakkies, which will be eligible. For company owned fleet, included a copy of registration document for each indicating ownership. For rental fleet, provide a letter from a reputable fleet rental company clearly indicating the require vehicles will be made available for the full duration of the contract.		
B1.1.2	1.0 ton Light Delivery Vehicle (LDV) no.2	NO panels van versions or motor car vehicles allowed. Vehicles must be flat bed bakkies, which will be eligible. For company owned fleet, included a copy of registration document for each indicating ownership. For rental fleet, provide a letter from a reputable fleet rental company clearly indicating the require vehicles will be made available for the full duration of the contract.		
B1.2	Truck, 3 ton flat bed with truck mounted crane	x1 (One) required For company owned fleet, included a copy of registration document for each indicating ownership. For rental fleet, provide a letter from a reputable fleet rental company clearly indicating the require vehicles will be made available for the full duration of the contract.		
B1.3	Truck, 5-ton flat bed with truck mounted crane Should the tenderer own or have 24/7 daily access to a 5 ton flat bed with truck mounted crane, there is no requirement to also have a 3 ton flat bed with truck mounted crane in above no. 2	x1 (One) required For company owned fleet, included a copy of registration document for each indicating ownership. For rental fleet, provide a letter from a reputable fleet rental company clearly indicating the require vehicles will be made available for the full duration of the contract.		

Number Schedule F.15 Vehicles required as per C.5 SPECIFICATIONS Clause 2.4 Where vehicles will be hired or leased, it is required that the tenderer provide a letter of intent to hire from a reputable fleet rental company clearly indicating on the letterhead from the rental company that the vehicles will be made available for the full duration of the contract				
No.	Vehicles required per ENGINEERING AND ASSET MANAGEMENT (EAM) (Complete a duplicate page if required, for more information)	Minimum requirement	Vehicles offered OWNED	Vehicles offered HIRED/ LETTER OF INTENT
B1.4	Large mobile 100T crane 50 meter boom extension at 50 meter reach lifting 2 Ton	x1 (One) required For company owned fleet, included a copy of registration document for each indicating ownership. For rental fleet, provide a letter from a reputable fleet rental company clearly indicating the require vehicles will be made available for the full duration of the contract.		

SCHEDULE F.15**Personnel Requirement as per C.5 SPECIFICATIONS Clauses 2.2 and 2.5**

No.	Designation	Name and Surname	Qualification offered of listed person	Qualification as per tender specification	Years of experience offered	Years of experience as per tender specification
C1.1	Installation Electrician (with SANS 10142-1 Wiring Regulations for low voltage electrical installations) Installation Electrician with SANS 10142-1 Wiring Regulations			Qualification certificate and completion of theory course in Wiring Regulations of Electrical Installations below 1000VAC. Department of labour registration certificate as an Installation Electrician in terms of Wiring Regulations SANS 10142-1		>3 Years Post Registration as an Installation Electrician registered with Department of Labour

SCHEDULE F15 - ANNEXURE 5: LOCAL WORKSHOP FACILITY and EQUIPMENT CHECKLIST

NOTE: This is not an eligibility criteria; it is a contract condition.

A City of Cape Town Engineer will engage the successful tenderer(s) and a workshop inspection will be arranged with the tenderer(s) within one month after the Memorandum of agreement (MOA) with the City of Cape Town has been signed.

The CCT Engineer is required to inspect, complete and certify the workshop in order to ensure it meets the CCT Water and Sanitation department's minimum requirements for a maintenance workshop suitable for industrial type repairs, and this Term Tender requirements.

Workshop name: _____

Workshop location: _____

Workshop facility required as per SPECIFICATIONS Clauses 2.3, 2.6 and 2.7.			
Number	Electrical motor rewinding repair facility	Minimum requirement	Acceptable Yes or No
D1.1	Workshop crane with lifting capacity of up to 5 tons (Provide valid up to date AIA certificate/s)	x1 (One) required	
D1.2	Lifting gear and tackle (shackles, hooks, soft slings, chains pallet trucks etc.) Submit up to date and valid certified copy/ies lifting inspection Approved Inspection Authority (AIA) records of lifting gear and tackle (including shackles, hooks, soft slings, chains and pallet trucks etc.)including a physical inspection of the equipment	All	
D1.3	Mechanical machine fabrication shop for electrical motors sizes up to 3 metric Ton	x1 (One) required	
D1.4	Electrical motor rewinding workshop for electrical motors up to metric 3 metric ton	x1 (One) required	
D1.5	Sandblast facility for electrical motors up to 800 kW 3300 kV	x1 (One) required	

Workshop facility required as per SPECIFICATIONS Clauses 2.3, 2.6 and 2.7.			
Number	Electrical motor rewinding repair facility	Minimum requirement	Acceptable Yes or No
D1.6	Temperature controlled electrical or gas fired burn out and baking “oven” for electrical motors up to 3 metric ton	x1 (One) required	
D1.7	Spray painting facility	x1 (One) required	
D1.8	Electronic winding and analyzer including (PDMA or All Test Pro or equivalent) test equipment for electrical motors up to 800 kW 3300 kV	x1 (One) required	
D1.9	Stator core testing equipment (Conventional current induction and thermography and electronic core tester) for electrical motors up to 800 kW 3300 kV	x1 (One) required	
D1.10	Full load testing equipment for motors up to 350 kW 400V – 3300V	x1 (One) required	
D1.11	Dynamic balance machine (rotors up to 800 kW electric motor)	x1 (One) required	

Continue on next page.

COMMENTS	

Date		
Project Name		
CCT Rep no1. – Name & Signature		
Designation		
CCT Rep no. 2– Name & Signature		
Designation		