


TENDER DOCUMENT GOODS AND SERVICES		 <div>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</div>	
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 9	Page 1 of 109

TENDER NO: 363G/2022/23

TENDER DESCRIPTION: SUPPLY, DELIVERY AND OFF LOADING OF LED STREET LIGHTING LUMINAIRES

CONTRACT PERIOD: NOT EXCEEDING THIRTY-SIX (36) MONTHS FROM DATE OF COMMENCEMENT OF CONTRACT

VOLUME 1: TENDERING PROCEDURES

CLOSING DATE: 7 June 2023

CLOSING TIME: 10:00 a.m.

**TENDER BOX
NUMBER:** 140

TENDER FEE:

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

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

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

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

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VOLUME 1: THE TENDER

(1) GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	5 May 2023
SITE VISIT/CLARIFICATION MEETING	:	Not Applicable
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	Not Applicable
TENDER BOX & ADDRESS	:	Tender Box as per front cover at the Tender & Quotation Boxes Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.
	:	<p>The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement TENDER NO. 363G/2022/23: SUPPLY, DELIVERY AND OFF LOADING OF LED STREET LIGHTING LUMINAIRES, the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.</p> <p>If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer's responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.</p>

CCT TENDER REPRESENTATIVE	Name: Vernon Hendricks
	Tel. No.: (021) 444 3971
	Email: Vernon.Hendricks@capetown.gov.za

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

(2) CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

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

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

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

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

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

2.1.2 Interpretation

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

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

2.1.3 Communication during tender process

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

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

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

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

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

2.1.5 Procurement procedures

2.1.5.1 General

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

The CCT intends to appoint a Main Contractor and an Alternative Contractor (different manufacturer if possible) for each item where possible. If insufficient responsive bids are received, the CCT reserves the right not to appoint a tenderer at all.

Tenderers must quote for all items (see Volume 3, (13) Specification(s), Section 15)

The contract period shall be for a period **not exceeding 36 (thirty six) months** from the commencement date of the contract.

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

2.1.5.3 Nomination of Standby Supplier

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

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

2.1.6.1 Disputes, objections, complaints and queries

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

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

2.1.6.2 Appeals

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

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

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

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

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

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

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

Via fax at: 021 400 5963 or 021 400 5830

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

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

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

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

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

Via fax at: 086 202 9982

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

2.1.7 City of Cape Town Supplier Database Registration

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

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

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

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

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

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

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

2.2 Tenderer's obligations

2.2.1 Eligibility Criteria

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

2.2.1.1.1 Submit a tender offer

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

2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

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

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

2.2.1.1.3 Compulsory clarification meeting

Not Applicable.

2.2.1.1.4 Minimum score for functionality

Not Applicable.

2.2.1.1.7 Provision of samples

Only those tenders submitted by tenderers who provided acceptable samples as stated in clause 10.7 of the (13) Specification(s) in Volume 3 of the tender document, will be declared responsive.

2.2.2 Cost of tendering

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

2.2.3 Check documents

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

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

2.2.4 Confidentiality and copyright of documents

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

2.2.5 Reference documents

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

2.2.6 Acknowledge and comply with notices

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

2.2.7 Clarification meeting

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

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

2.2.8 Seek clarification

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

2.2.9 Pricing the tender offer

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

2.2.10 Alterations to documents

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

2.2.11 Alternative tender offers

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

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

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

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

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

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

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

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

2.2.12 Submitting a tender offer

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

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

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

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

Part	Heading
5	Pricing Schedules
6	Supporting Schedules
	All other attachments submitted by bidder

2.2.12.4 Sign the original tender offer where required in terms of the tender conditions. The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture or any other document signed by all parties, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner.

2.2.12.5 Where a two-envelope system is required in terms of the tender conditions, place and seal the returnable documents listed in the tender conditions in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the CCT's address and identification details stated in the General Tender Information, as well as the tenderer's name and contact address.

2.2.12.6 Seal the original tender offer and copy packages together in an outer package that states on the outside only the CCT's address and identification details as stated in the General Tender Information. . If it is not possible to submit the original tender and the required copies (see 2.2.12.3) in a single envelope, then the tenderer must seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY" in addition to the aforementioned tender submission details.

2.2.12.7 Accept that the CCT shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

2.2.12.8 Accept that tender offers submitted by facsimile or e-mail will be rejected by the CCT, unless stated otherwise in the tender conditions.

2.2.12.9 By signing the offer part of the Form of Offer (**Section 2, Part A**) the tenderer warrants that all information provided in the tender submission is true and correct.

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

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

2.2.13 Information and data to be completed in all respects

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

2.2.14 Closing time

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

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

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

2.2.15 Tender offer validity and withdrawal of tenders

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

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

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

- a) it shall be liable to the CCT for any additional expense incurred or losses suffered by the CCT in having either to accept another tender or, if new tenders have to be invited, the additional expenses incurred or losses suffered by the invitation of new tenders and the subsequent acceptance of any other tender;
- b) the CCT shall also have the right to recover such additional expenses or losses by set-off against monies which may be due or become due to the tenderer under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the tenderer or on its behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses or losses, the CCT shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or loss.

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

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

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

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

2.2.17 Provide other material

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

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

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

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

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

2.2.18 Samples, Inspections, tests and analysis

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

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

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

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

2.2.19 Certificates

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

2.2.19.1. Broad-Based Black Economic Empowerment Status Level Documentation

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

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

2.2.19.2 Evidence of tax compliance

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

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

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

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

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

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

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

2.2.21 Claims arising from submission of tender

The tenderer warrants that it has:

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

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

2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

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

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

2.3.2 Issue Notices

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

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

2.3.3 Opening of tender submissions

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

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

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

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

2.3.4 Two-envelope system

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

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

2.3.5 Non-disclosure

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

2.3.6 Grounds for rejection and disqualification

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

2.3.7 Test for responsiveness

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

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

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

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

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

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

2.3.8 Arithmetical errors, omissions and discrepancies

2.3.8.1 Check the responsive tenders for:

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

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

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

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

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

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

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

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

2.3.9 Clarification of a tender offer

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

2.3.10 Evaluation of tender offers

2.3.10.1 General

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

2.3.10.1.2 Not Applicable.

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, see 2.3.10.3.4, set out in this clause based on the price per Class of road (Item 1 – 7) and the corresponding spare LED cover (Item 8-14). The surge arrestor, photocell and rake angle adaptor (if one is required) will be awarded separately as set out in **Volume 2 - Price Schedule (Part 5)**.

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

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

2.3.10.3.4 Applicable formula:

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

Price shall be scored as follows:

$$P_s = 90 \times \left(1 - \frac{(P_t - P_{min})}{P_{min}} \right)$$

Where: P_s is the number of points scored for price;
 P_t is the price of the tender under consideration;
 P_{min} is the price of the lowest responsive tender.

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

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

#	Specific goals allocated points	Preference Points (90/10) <i>Above R50 mil</i>	Evidence
	<i>Persons, or categories of persons, historically disadvantaged- (HDI) by unfair discrimination on the basis of</i>		
1	Gender are women (ownership)* <i>More than 50% women ownership = 5 points</i> <i>Equal/ Less than 50% women ownership = 2.5 points</i> <i>0% women ownership = 0 points</i>	5	<ul style="list-style-type: none"> • Company Registration Certification • Identification Documentation • CSD report
2	Race are black persons (ownership)* <i>More than 50% black ownership = 5 points</i> <i>Equal/ Less than 50% black ownership = 2.5 points</i> <i>0% black ownership = 0 points</i>	5	<ul style="list-style-type: none"> • Proof of B-BBEE certificate; • Company Registration Certification • Identification Documentation. • CSD report

2.3.10.5 Risk Analysis

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

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

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

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

2.3.11 Negotiations with preferred tenderers

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

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

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

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

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

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

2.3.12 Acceptance of tender offer

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

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

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

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

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

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

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

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

2.3.12.5 The CCT reserves the right to nominate an standby supplier 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 supplier 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: 363G/2022/23

TENDER DESCRIPTION: SUPPLY, DELIVERY AND OFF LOADING OF LED STREET LIGHTING LUMINAIRES

CONTRACT PERIOD: NOT EXCEEDING THIRTY-SIX (36) MONTHS FROM DATE OF COMMENCEMENT OF CONTRACT

VOLUME 2: RETURNABLE DOCUMENTS

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

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

VOLUME 2: RETURNABLE DOCUMENTS

(3) DETAILS OF TENDERER

1.1 Type of Entity (Please tick one box)

☐ Individual / Sole Proprietor

☐ Close Corporation

☐ Company

☐ Partnership or Joint Venture or Consortium

☐ Trust

☐ Other:

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

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

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

(4) FORM OF OFFER AND ACCEPTANCE

TENDER: 363G/2022/23 SUPPLY, DELIVERY AND OFF-LOADING OF LED STREET LIGHTING LUMINAIRES

OFFER: (TO BE FILLED IN BY TENDERER):

Required Details (Please provide applicable details in full):

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

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

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

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

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

Signature(s)

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

Date

INITIALS OF CITY OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER: TENDER NO: 363G/2022/23 SUPPLY, DELIVERY AND OFF LOADING OF LED STREET LIGHTING LUMINAIRES

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

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

The terms of the contract are contained in:

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

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

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

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

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

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

FORM OF OFFER AND ACCEPTANCE (continued)

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

Schedule of Deviations

Notes:

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

1 Subject

Details

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.....
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2 Subject

Details

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3 Subject

Details

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4 Subject

Details

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.....

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

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

(5) PRICE SCHEDULE

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

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

Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.
- 5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 5.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 5.5 All Items 1 – 7 will be evaluated and awarded per item including the corresponding spare cover, the surge arrestor, photocell and rake angle adaptor will be evaluated and awarded per item according to tendered price/rate and preference for each Item on the basis laid out in the Conditions of Tender. Tenderers bidding for any Items 1 - 7 **must tender for all Items relating to that item (spare cover). An item in any basket against which no rate is 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, will be evaluated as a nil rate having been entered against that item, i.e. that there is no charge for that item.**

Item Number	Class of Road	Corresponding Related items
Item 1	A1	8
Item 2	A2	9
Item 3	A3	10
Item 4	A4	11
Item 5	B1	12
Item 6	B2	13
Item 7	Post Top B2	14
Item 15	-	-
Item 16	-	-
Item 17	-	-

- 5.6 Prices tendered below shall be subject to adjustment in accordance with **Clause 17 of the Special Conditions of Contract**. Firm prices will not be considered and the tender will be declared non-responsive.
- 5.7 For operational reasons the City reserves the right to appoint a Main Contractor and an Alternative Contractor for each Item 1 – 7 and the related item and Item 15-17. Refer to Volume 3 Section 15.2 of the specification for full details

(4) PRICE SCHEDULE (Continued)

Item No.	Description	Unit Price Each (Excluding VAT)	Tendered Delivery Period from Date of Official Purchase Order (Preffered delivery period, 6 weeks) (Weeks)	Manufacturer's Name and Address
1	LED street lighting luminaire only for Class A1 installations, including seven pin Nema base, surge arrestor and shorting cap, as specified, complete.	R		
2	LED street lighting luminaire only for Class A2 installations, including seven pin NEMA base, surge arrestor and shorting cap, as specified, complete.	R		
3	LED street lighting luminaire only for Class A3 installations, including seven pin NEMA base, surge arrestor and shorting cap, as specified, complete.	R		
4	LED street lighting luminaire only for Class A4 installations, including seven pin NEMA base, surge arrestor and shorting cap, as specified, complete.	R		
5	LED street lighting luminaire only for Class B1 installations, including seven pin NEMA base, surge arrestor and shorting cap, as specified, complete.	R		
6	LED street lighting luminaire only for Class B2 installations, including seven pin NEMA base, surge arrestor and shorting cap, as specified, complete.	R		
7	LED post top street lighting luminaire for Class B2 installations, including seven pin NEMA base, surge arrestor and shorting cap, as specified, complete.	R		

TENDERERS MUST NOTE AND COMPLY WITH THE RESPONSIVENESS CRITERIA

INITIALS OF CITY OFFICIALS		
1	2	3

TENDER NO:

(4) PRICE SCHEDULE (Continued)

Item No.	Description	Unit Price Each (Excluding VAT)	Tendered Delivery Period from Date of Official Purchase Order (Preferred delivery period, 6 weeks) (Weeks)	Manufacturer's Name and Address
8	Spare LED cover for Item 1	R		
9	Spare LED cover for Item 2	R		
10	Spare LED cover for Item 3	R		
11	Spare LED cover for Item 4	R		
12	Spare LED cover for Item 5	R		
13	Spare LED cover for Item 6	R		
14	Spare LED cover for Item 7	R		
15	Spare 10kA 10kV surge arrestor to fit 7 pin NEMA base	R		
16	Spare photo cell to specification to fit 7 pin NEMA base	R		
17	Spare rake angle adaptor(if one is required)	R		

TENDERERS MUST NOTE AND COMPLY WITH THE RESPONSIVENESS CRITERIA

INITIALS OF CITY OFFICIALS		
1	2	3

(6) SUPPORTING SCHEDULES

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

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

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

Account Holder: _____

Financial Institution: _____

Branch Code: _____

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

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

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

Schedule 2: Declaration for Procurement above R10 million

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

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

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

1.1 If YES, submit audited annual financial statements:

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

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

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

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

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

- 2.2 If YES, provide particulars:

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

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

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

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

TENDER NO:

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

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

4.1 If YES, furnish particulars below

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

Signature

Print name:

On behalf of the tenderer (duly authorised)

Date

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

Definitions

The following definitions shall apply to this schedule:

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

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{\min} = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right) \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Gender are women (ownership)*	5	
Race are black persons (ownership)*	5	

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]

TENDER NO:

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

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

For official use.

SIGNATURE OF CITY OFFICIALS AT
TENDER OPENING

1.	2.	3.
----	----	----

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

1. No bid will be accepted from:
 - 1.1 persons in the service of the state¹, or
 - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
 - 1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town during the twelve months after the City employee has left the employ of the City, or
 - 1.4 from an entity who has employed a former City employee who was at a level of T14 or higher at the time of leaving the City's employ and involved in any of the City's bid committees for the bid submitted, if:
 - 1.4.1 the City employee left the City's employment voluntarily, during a period of 12 months after the City employee has left the employ of the City;
 - 1.4.2 the City employee left the City's employment whilst facing disciplinary action by the City, during a period of 24 months after the City employee has left the employ of the City, or any other period prescribed by applicable legislative provisions, after having left the City's employ.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of tenderer or his or her representative:.....
 - 3.2 Identity Number:.....
 - 3.3 Position occupied in the Company (director, trustee, shareholder²).....
 - 3.4 Company or Close Corporation Registration Number:.....
 - 3.5 Tax Reference Number.....
 - 3.6 VAT Registration Number:.....
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars
 - 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
 - 3.9.1 If yes, furnish particulars
 - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.10.1 If yes, furnish particulars
 - 3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.11.1 If yes, furnish particulars.....
 - 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
 - 3.12.1 If yes, furnish particulars

TENDER NO:

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

3.13.1 If yes, furnish particulars

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

3.14.1 If yes, furnish particulars

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

3.15.1 If yes, furnish particulars

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

3.16.1 If yes, furnish particulars

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

Full Name	Identity Number	State Employee Number

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

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

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

Date

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

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

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

Schedule 5: Conflict of Interest Declaration

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

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

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

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

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

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

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

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

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

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

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

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

Date

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

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

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

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

TENDER 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 <input type="checkbox"/>	No <input type="checkbox"/>
2.4.1	If so, furnish particulars:		
2.5	Was any contract between the tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.7.1	If so, furnish particulars:		

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

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

 Date

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

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: _____
(Name of tenderer)

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

The tenderer:

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

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

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

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

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

Date

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

PRICING INSTRUCTIONS:

- 8.1.1 The Contract Price Adjustment mechanisms and/or provisions relating to Rate of Exchange Variation contained in this schedule are compulsory and binding on all tenderers.
- 8.1.2 Failure to complete this schedule or any part thereof may result in the tender offer being declared non-responsive.
- 8.1.3 Tenderers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule, failing which the tender offer shall be declared non-responsive.
- 8.1.4 Tenderers are not permitted to offer firm prices except as provided for in the Price Schedule, and if the tenderer offers firm prices in contravention of this clause the tender offer shall be declared non-responsive.
- 8.1.5 The prices stipulated 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 8).**

Tenderers that are the direct importer of the goods shall in addition complete Section 8.3 if Rate of Exchange Variations are applicable.

8.2.1 Tenderers that are MANUFACTURERS of the Tendered Items (Complete either paragraph a or b of clause 8.2.1):

Tenderers that are manufacturers of the tendered items are subject to contract price adjustment based on SEIFSA INDICES and/or MATERIALS SUPPLIER'S PRICE LISTS, and shall complete only the following options:

a) Increase using SEIFSA indices

Published indices shall be applied quarterly to determine a fixed rate for the following quarter, as detailed in Clause 8.4.1 of Schedule 8.

Material and labour price variation shall be calculated based upon the SEIFSA base material and labour prices / indices and the stipulated price proportions as detailed in **Annexure A of Schedule 8**, which shall be completed in full.

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

The SEIFSA contract price adjustment formula shall apply, unless otherwise detailed in Schedule 8.

b) Increase using Material Supplier Price Lists

The tender price shall be subject to adjustment based on Supplier's Price Lists for the materials supplied for the manufacture of the tendered items.

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.
- 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.

TENDER NO:

8.2.2 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 15 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 9.4 below).

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

Name of Bank: _____

Date of quoted rate of xchange: _____

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.

Item No.	Amount and denomination of foreign currency required (1)	Rate of exchange as at 14 days prior to date of tender (2)	Equivalent in Rand, of foreign currency content (columns 1&2) (3)	Amount of South African Content (4)	Total amount (equivalent in Rand of columns 3+4) (Excl. VAT) (5)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					

TENDER NO:

Item No.	Amount and denomination of foreign currency required (1)	Rate of exchange as at 14 days prior to date of tender (2)	Equivalent in Rand, of foreign currency content (columns 1&2) (3)	Amount of South African Content (4)	Total amount (equivalent in Rand of columns 3+4) (Excl. VAT) (5)
15					
16					
17					

8.4 PRICE VARIATION CLAIM (MANUFACTURERS ONLY)**8.4.1 SEIFSA Index based Contract Price Variations (Refer to 8.2.1 above)**

- 8.4.1.1 This section is applicable to **Tenderers that ARE the manufacturer** of the tendered Goods.
- 8.4.1.2 Only Contractors that are the manufacturers of the Goods may claim SEIFSA Index based contract price adjustments.
- 8.4.1.3 For items that are subject to ROE, the SEIFSA index based CPA shall **apply only to the South African Content portion**, column (4) of the above table.
- 8.4.1.4 The contract price per item shall be adjusted **quarterly** in advance of placement of orders, and the adjusted contract price shall be applicable for purchase orders placed during the following three full calendar months.
- 8.4.1.5 Fluctuations in the prices of raw materials and labour will be acceptable for the Contract Price Adjustment calculations for the tendered Goods.
- 8.4.1.6 The base month for Contract Price Adjustment calculations shall be the calendar month prior to the month of the closing date for tenders, and published indices applicable to this month shall be used.
- 8.4.1.7 Adjusted contract prices per item shall be calculated based upon the SEIFSA indices published in the calendar month of application for the amended equipment contract prices.
- 8.4.1.8 Material and labour price variation shall be calculated based upon the SEIFSA base material and labour indices and the stipulated price proportions as detailed in Annexure A of Schedule 8.
- 8.4.1.9 A minimum of 10% of the tender price per item shall be fixed and free of variation for the duration of the contract.
- 8.4.1.10 The process to be followed by Contractors for claims for contract price adjustment in terms of SEIFSA shall be as follows:
- The Contractor shall approach the Employer in writing prior to the third Friday of each of **May and November** month with an application for the amended unit prices of the Goods to be applicable to the contract during the following month after approval of the claim.
 - The application shall be based upon the SEIFSA indices published during the calendar month of application (published before the end of the second week of the month and detailing the latest available indices) and shall detail the proposed adjusted unit prices for the Goods and include detailed calculations indicating how the adjusted unit prices per item have been established.
 - Calculations of the contract price adjustment shall use the original tendered unit rates, the base indices, the indices published in the calendar month of application and the SEIFSA formula and shall contain no other factors or adjustments.
 - The Employer will check and approve the proposed unit prices for the following month prior to the last Friday of the month of application. The Employer will notify the Contractor in writing of approval of the adjusted prices. Any communications regarding approval of the proposed adjusted prices shall be completed before the last Friday of the month of application for the amended unit prices for the Goods.
 - The Employer will update the SAP Contract records at the end of the month with the approved amended unit prices for the following three months.

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- f) All purchase orders for the contracted Goods issued during a quarterly period shall be issued, invoiced and paid at the contract unit prices approved for that quarterly period and no further contract price adjustment claims will be considered, irrespective of the actual month of delivery and whether or not deliveries were subject to any manufacturing or delivery delays.
- g) The required delivery dates for orders for the contracted Goods placed by the Employer will be determined based upon the date of issue of the purchase order and the contract delivery period.
- h) Failure by the Contractor to submit claims for Contract Price Adjustment within the timeframes detailed above will result in the unit rates for the Goods concerned being determined by the Employer in accordance with the published SEIFSA indices. The Employer however reserves the right in such a case not to amend the unit rates for the Goods if it is not to the Employer's advantage.
- i) The successful Contractor shall immediately upon notification of the commencement date of contract submit written application for approval of adjusted unit prices for the Goods that shall be applicable during the first calendar month of the contract. This application will be assessed in accordance with the process laid out above in order to determine approved contract prices for the first calendar month of the contract.
- j) Failure to submit such application within one working week of commencement of contract shall result in the tendered unit prices being applied for orders placed during the first calendar month of the contract.
- k) Application for Contract Price Adjustment thereafter shall follow the process detailed above.

8.4.2 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.

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

- 8.4.2.1 Contractors shall make the application for contract price adjustment prior to the date upon which the price adjustment would become effective.
- 8.4.2.2 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.
- 8.4.2.3 In instances where the Contractor's price adjustment claimed is less than entitled, the lesser price will be accepted.
- 8.4.2.4 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.
- 8.4.2.5 Only the difference in cost may be adjusted and under no circumstances may the Contractor increase their profit margin.
- 8.4.2.6 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.

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8.4.2.7 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.

8.4.2.8 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.

8.4.3 Rate of Exchange Variations (Refer to 8.3 above)

8.4.3.1 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.

8.4.3.2 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.

8.4.3.3 Only Contractors that are directly importing the tendered Goods or component parts of the tendered Goods may claim rate of exchange variations.

8.4.3.4 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)).

8.4.3.5 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.

8.4.3.6 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.

8.4.3.7 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.

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- 8.4.3.8 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.
- 8.4.3.9 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.
- 8.4.3.10 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.
- 8.4.3.11 The process to be followed by Contractors for claims for Rate of Exchange Variations shall be as follows:
- On receipt of a purchase order the Contractor shall arrange for a quotation for Forward Cover from their banking institution.
 - 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.
 - 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.
 - 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.
- 8.4.3.12 On delivery of the goods to the City the Contractor shall submit the following documentation:
- The Bill of Lading/Waybill/Customs Invoice (clearly indicating the items as identified on the purchase order).
 - 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.
 - The invoice / credit note for the Rate of Exchange adjustment applicable to the specific order.
- 8.4.4 Supplier Price List Variations for Contractors Supplying Goods Imported by Another Party (Refer to 8.2 above).**
- 8.4.4.1 Tenderers that intend to purchase the goods from another supplier who in turn is importing the goods shall obtain Firm Prices from this 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.
- 8.4.5 Contract Price Adjustment – General**
- 8.4.5.1 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.
- 8.4.5.2 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.

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

Annexure A: Contract Price Adjustment

BASE MATERIAL AND LABOUR PRICES (APPLICABLE TO MANUFACTURERS ONLY AND TO SOUTH AFRICAN CONTENT ONLY)

Where Tender prices are subject to adjustment the prices quoted shall be subject to price variation based upon the SEIFSA base prices per metric ton or indices for materials and labour detailed below. For the purposes of this tender the **base month** shall be **September 2020**.

	OTHER: _____	OTHER: _____	OTHER: _____	OTHER: _____	OTHER: _____	LABOUR
SEIFSA Table No:						
SEIFSA ITEM DESCRIPTION:						

ITEM NO.	DESCRIPTION	MATERIAL					LABOUR	FIXED PORTION OF TENDER PRICE (Min 10%)
		The percentage contributions of specific materials to the total price per item are as follows:-					Proportion of Price Attributed to Labour Cost	
		OTHER (AS ABOVE)	OTHER (AS ABOVE)	OTHER (AS ABOVE)	OTHER (AS ABOVE)	OTHER (AS ABOVE)	(%)	
		Proportion of Price (%)	Proportion of Price (%)	Proportion of Price (%)	Proportion of Price (%)	Proportion of Price (%)	(%)	
1	LED street lighting luminaire only for Class A1 installations, including seven pin Nema base, surge arrestor and shorting cap, as specified, complete.							
2	LED street lighting luminaire only for Class A2 installations, including seven pin NEMA base, surge arrestor and shorting cap, as specified, complete.							
3	LED street lighting luminaire only for Class A3 installations, including seven pin NEMA base, surge arrestor and shorting cap, as specified, complete.							
4	LED street lighting luminaire only for Class A4 installations, including seven pin NEMA base, surge arrestor and shorting cap, as specified, complete.							
5	LED street lighting luminaire only for Class B1 installations, including seven pin NEMA base, surge arrestor and shorting cap, as specified, complete.							
6	LED street lighting luminaire only for Class B2 installations, including seven pin NEMA base, surge arrestor and shorting cap, as specified, complete.							
7	LED post top street lighting luminaire for Class B2 installations, including seven pin NEMA base, surge arrestor and shorting cap, as specified, complete.							
8	Spare LED cover for Item 1							
9	Spare LED cover for Item 2							
10	Spare LED cover for Item 3							
11	Spare LED cover for Item 4							

TENDER NO:

12	Spare LED cover for Item 5							
13	Spare LED cover for Item 6							
14	Spare LED cover for Item 7							
15	Spare 10kA 10kV surge arrestor to fit 7 pin NEMA base							
16	Spare photo cell to specification to fit 7 pin NEMA base							
17	Spare rake angle adaptor(if one is required)							

Schedule 9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender [DRAFTER TO INSERT TENDER NUMBER AND DESCRIPTION] in response to the tender invitation made by THE CITY OF CAPE TOWN, do hereby make the following statements, which I certify to be true and complete in every respect:

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

That:

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

Signature

Date

Name (PRINT)

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

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

Schedule 10: Price Basis for Imported Resources

NOT USED REFER TO SCHEDULE 8

Schedule 11: List of other documents attached by tenderer

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

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

Attach additional pages if more space is required.

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

 Date

Schedule 12: Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

Schedule 13: Information to be provided with the tender
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The following information shall be provided with the Tender:

- a. Schedule 13A – **Design Data**
- b. Schedule 13B – **Schedule of Technical Data**
- c. Schedule 13C – **Health, Safety and Environmental Impacts**
- d. Schedule 13D – **Details of Quality System and Manufacturing and After Sales Facilities in South Africa**
- e. Schedule 13E – **Schedule of Manufacturer's Experience**
- f. Schedule 13F – **Departures from the Requirements of the Specification**
- g. With reference to section 10 of the Specification (Particulars) the following are to be attached to the tender document as annexures :
 - i. Technical details of the equipment offered.
 - ii. A Schedule of Type Tests certificates detailing all completed type tests.
 - iii. C-Gamma tables.
 - iv. Factory/ Manufacturer Quality Plan
 - v. OEM letter where required.
 - vi. All other returnables required in terms of Section 10 of the Specification (Particulars) but not specifically mentioned above.

Schedule 13A: Design Data

NOTE:

Tenderers must note that the maximum lumen depreciation factor after 60 000 h of operation that may be used in the design calculations is 0,8. If the tenderer wishes to apply a higher lumen depreciation factor, e.g. 0,9, the Tenderer must guarantee the performance of the luminaire accordingly in writing. The Tenderer must state in Schedule 16 the actual lumen depreciation factor used in the design.

If lamp lumen depreciation is compensated by increasing the drive current to the LEDs, thereby increasing luminaire energy consumption, the average system wattage per luminaire calculated over the specified evaluation period must be entered under B.1 in Schedule 13(A) Design Data.

Group A street lighting – new installation

Tender Item	Item 1	Item 2	Item 3	Item 4
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A. Design Criteria

Type of luminaire	LED	LED	LED	LED
Lighting category	A1	A2	A3	A4
Luminaire mounting arrangement	Side-entry	Side-entry	Side-entry	Side-entry
Arrangement	Opposite	Opposite	Single-sided left	Single-sided left
Number of carriageways	2	2	1	1
Median m	5	2	No	No
Lanes per carriageway	2	2	2	2
Width of each lane m	3,7	3,7	3,7	3,7
Mounting height m	12,1	9,7	9,7	8,7
Overhang of left-hand side m	-0.5	-0,5	-0,5	-0,5
Lamp lumen depreciation factor (see NOTE above)				
Dirt depreciation factor	0,87	0,87	0,87	0,87
Traffic volume for road without median Vehicles per hour per lane	>900	>900	>600	>300
Luminance cd/m ²	2	1,5	1	0,5
Overall uniformity, min	0,4	0,4	0,4	0,4
Longitudinal uniformity, min	0,7	0,7	0,6	0,5
Threshold increment, max %	15	20	20	20

B. Design Results

1	System wattage (per luminaire) W				
	Light source lumen lm				
	Angle of tilt degrees				
2	Pole spacing m				
	Luminance cd/m ²				
	Overall uniformity, U _o				
	Longitudinal uniformity, U _L				
	Threshold increment %				

C. Cost calculation

3	Number of years to be considered for evaluation	years	10	10	10	10
4	Electricity cost, averaged over evaluation period	R/kWh	0,715	0,715	0,715	0,715
5	Cost of installed pole	R	6 855,10	5 690,74	5 609,74	5 609,74
6	Price of luminaire	R				
7	Scheme price: $(1000/[2]) \times ([5]+[6])$	R				
8	Power consumption: $(1000/[2]) \times ([1]/1000)$	kW/km				
9	Annual energy cost: $[4] \times 4000 \times [8]$	R/km				

Cost of ownership for the evaluation period: $[7]+([3] \times [9])$	R				
Cost of ownership for the evaluation period: $([7]+([3] \times [9])) \times 2$					

Tender Item	Item 5	Item 6	Item 7
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A. Design Criteria

Type of luminaire		LED	LED	LED
Lighting category		B1	B2	B2
Luminaire mounting arrangement		Side-entry	Side-entry	Post-top
Arrangement		Single-sided left	Single-sided left	Single-sided left
Width of road/area	m	7.2	7.2	7
Width of each lane	m	3,6	3,6	3,5
Mounting height	m	6,3	6,3	4,5
Overhang of left-hand side	m	-0,5	-0,5	-1
Lamp lumen depreciation factor (see NOTE above)				
Dirt depreciation factor		0,87	0,87	0,87
Minimum average horizontal illuminance, $E_{H, av}$	lx	5	3	3
Minimum horizontal illuminance, $E_{H, min}$	lx	1	0,6	0,6
Minimum semi-cylindrical illuminance, $E_{Sc, min}$	lx	2	1	1

B. Design Results

1	System wattage (per luminaire)	W			
	Light source lumen	lm			
	Angle of tilt	degrees			
2	Pole spacing	m			
	Minimum average horizontal illuminance, $E_{H, av}$	lx			
	Minimum horizontal illuminance, $E_{H, min}$	lx			
	Minimum semi-cylindrical illuminance, $E_{Sc, min}$	lx			

C. Cost calculation

3	Number of years to be considered for evaluation	years	10	10	10
4	Electricity cost, averaged over evaluation period	R/kWh	0,715	0,715	0,715
5	Cost of installed pole	R	2 334,56	2 334,56	2 150,39
6	Price of luminaire	R			
7	Scheme price: $(1000/[2]) \times ([5] + [6])$	R			
8	Power consumption: $(1000/[2]) \times ([1]/1000)$	kW/km			
9	Annual energy cost: $[4] \times 4000 \times [8]$	R/km			

Cost of ownership for the evaluation period: $[7] + ([3] \times [9])$	R			
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Tender Item	Item 5	Item 6	Item 7
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A. Design Criteria

Type of luminaire		LED	LED	LED
Lighting category		B1	B2	B2
Luminaire mounting arrangement		Side-entry	Side-entry	Post-top
Arrangement		Single-sided left	Single-sided left	Single-sided left
Width of road/area	m	6	6	6
Width of each lane	m	3,6	3,6	3,5
Mounting height	m	6,3	6,3	4,5
Overhang of left-hand side	m	-0,5	-0,5	-1
Pole spacing	m	45	45	25
Lamp lumen depreciation factor (see NOTE above)				
Dirt depreciation factor		0,87	0,87	0,87
Minimum average horizontal illuminance, $E_{h, av}$	lx	5	3	3
Minimum horizontal illuminance, $E_{h, min}$	lx	1	0,6	0,6
Minimum semi-cylindrical illuminance, $E_{SC, min}$	lx	N/A	N/A	N/A

B. Design Results

1	System wattage (per luminaire)	W			
	Light source lumen	lm			
	Angle of tilt	degrees			
	Pole spacing	m			
	Minimum average horizontal illuminance, $E_{H, av}$	lx			
	Minimum horizontal illuminance, $E_{H, min}$	lx			
	Minimum semi-cylindrical illuminance, $E_{SC, min}$	lx			

C. Cost calculation

2	Number of years to be considered for evaluation	years	10	10	10
3	Electricity cost, averaged over evaluation period	R/kW.h	0,715	0,715	0,715
4	Price of luminaire	R			
5	Annual energy cost: $[1]/1000 \times 4000 \times [3]$	R/km			
	Cost of ownership for the evaluation period: $[4]+([2] \times [5])$	R			

13B : Technical Data

Item	Description	Specified	Offered						
			Item 1	Item 2	Item 3	Item 4	Item 5	Item 6	Item 7
1.	Manufacturer of luminaire								
2.	Manufacturer's SANS 9001 registration certificate number	Required or Equivalent							
3.	Manufacturer's SANS 14001 registration certificate number								
4.	Manufacturer's SANS OHSAS 18001 registration certificate number								
5.	Luminaire model name								
6.	Assembled in South Africa	Yes	Yes/No*	Yes/No*	Yes/No*	Yes/No*	Yes/No*	Yes/No*	Yes/No*
7.	Compliance with Restriction of Hazardous Substances Directive 2002/95/EC	Yes	Yes/No*	Yes/No*	Yes/No*	Yes/No*	Yes/No*	Yes/No*	Yes/No*
7.	Class & type of luminaire:	SANS 60598-1							
7.1	Class	Class 1							
7.2	Type	Totally enclosed - Yes	Yes/No*	Yes/No*	Yes/No*	Yes/No*	Yes/No*	Yes/No*	Yes/No*
8.	Light source	LED							
9.	Design life	25 years minimum							
10.	Ambient performance temperature, Tq	35 °C							
11.	Manufacturer of LED chips								
12.	LED module part number								
13.	Manufacturer of LED driver								

13B : Technical Data

Item	Description	Specified	Offered						
			Item 1	Item 2	Item 3	Item 4	Item 5	Item 6	Item 7
14.	Driver part number								
15.	Rated power of luminaire, W								
16.	Power factor	≥ 0,95 lagging							
17.	Power supply:								
17.1	Rated system voltage	230 V ±10%							
17.2	Rated system frequency	50 Hz							
18.	Surge protection	≥ 10 kV & 10 kA							
19.	Ambient temperature range	-10 °C to 40 °C							
20.	Luminaire relative humidity(Operating)	20% to 95%							
21.	Altitude	< 1 000 m							
22.	LED drive current, mA								
23.	LED junction temperature at drive current, Tj (°C)								
24.	Nominal flux at Tq of 35 °C, lumen								
25.	Luminaire efficacy	≥ 95 lm/W							
26.	Light output ratio	≥ 75%							
27.	Correlated colour temperature	4 000 K							
28.	Colour rendering index, Ra	≥ 70							

13B : Technical Data

Item	Description	Specified	Offered						
			Item 1	Item 2	Item 3	Item 4	Item 5	Item 6	Item 7
29.	LED CIE 1931 chromaticity co-ordinates (average):								
29.1	Initial	x							
		y							
29.2	After 60 000 h operation	x							
		y							
30.	Lumen maintenance of luminaire after 60 000 hours operation	L ₈₀							
31.	Is LED driver current increased through life to compensate for LED lumen depreciation?	No	Yes/No*	Yes/No*	Yes/No*	Yes/No*	Yes/No*	Yes/No*	Yes/No*
32.	LED module type (IEC/PAS 62717)	Type 2 or 3							
33.	Degree of ingress protection provided by enclosure:	SANS 60598-1							
33.1	LED module compartment	IP 66							
33.2	Driver & power supply compartment	IP 66							
34.	Degree of protection against mechanical impacts (SANS 62262)	IK 08 minimum							
35.	Luminaire housing material	High pressure die-cast aluminium, grade EN AC-44100 to SANS 51706(LM6)							

13B : Technical Data

Item	Description	Specified	Offered						
			Item 1	Item 2	Item 3	Item 4	Item 5	Item 6	Item 7
36.	Lamp compartment cover material	High-impact acrylic or tempered glass							
37.	Grade of stainless steel for clips, bolts, screws, nuts, washers etc.	Grade 304 min 316 (preferred)							
38.	Mass of luminaire, kg	15kg(Max)							
39.	Luminaire dimensions, l x w x h, mm								
40.	Windage area, m ²	Maximum 0,2m ²							
41.	Luminaire installation angle	Zero degrees from horizontal							
42.	Location of LED driver	Integral with luminaire	Yes/No*	Yes/No*	Yes/No*	Yes/No*	Yes/No*	Yes/No*	Yes/No*
42.1	Automatic disconeting device when luminaire is opened.	Yes	Yes/No*	Yes/No*	Yes/No*	Yes/No*	Yes/No*	Yes/No*	
43.	Photo-electric control unit	To fit 7-pin NEMA base to ANSI C136.41	Yes/No*	Yes/No*	Yes/No*	Yes/No*	Yes/No*	Yes/No*	Yes/No*
43.1	Make								
43.2	Type	Microprocessor							
43.3	Sensor type	Silicon photodiode							
43.4	Switch-on level, lx	20 - 40 lx							
43.5	Switch-off level, lx	60 - 80 lx							
43.6	Switching cycles	20 000 minimum							
43.7	Only switches at 0 crossover volts	0V crossover	Yes/No*	Yes/No*	Yes/No*	Yes/No*	Yes/No*	Yes/No*	Yes/No*

13B : Technical Data

Item	Description	Specified	Offered						
			Item 1	Item 2	Item 3	Item 4	Item 5	Item 6	Item 7
44.	Spigot entry	SANS 1088							
44.1	Type	Type 2 (side entry)							
		Type 3 (bottom entry)							
44.2	To fit spigot size	32 to 43 mm (allowed adoptor size: 44mm Min, 53mm max)							
		76 mm (allowed adoptor size: 77mm min 86mm max)							
44.3	Depth of spigot entry, mm(min)	Type 2 - 125mm Type 3 – 75mm							
44.4	Is the rake angle adjustable?		Yes/No*	Yes/No*	Yes/No*	Yes/No*	Yes/No*	Yes/No*	Yes/No*
45.	Serviceability:								
45.1	Maintenance access standard electrical tools	Yes	Yes/No*	Yes/No*	Yes/No*	Yes/No*	Yes/No*	Yes/No*	Yes/No*
45.2	Are luminaires field-serviceable? If yes, which components are replaceable:	Yes	Yes/No*	Yes/No*	Yes/No*	Yes/No*	Yes/No*	Yes/No*	Yes/No*
45.2.1	Drivers	Yes	Yes/No*	Yes/No*	Yes/No*	Yes/No*	Yes/No*	Yes/No*	Yes/No*
45.2.2	LED modules		Yes/No*	Yes/No*	Yes/No*	Yes/No*	Yes/No*	Yes/No*	Yes/No*
45.2.3	Surge protection	Yes	Yes/No*	Yes/No*	Yes/No*	Yes/No*	Yes/No*	Yes/No*	Yes/No*

13B : Technical Data

Item	Description	Specified	Offered						
			Item 1	Item 2	Item 3	Item 4	Item 5	Item 6	Item 7
45.2.4	LED compartment cover	Yes	Yes/No*	Yes/No*	Yes/No*	Yes/No*	Yes/No*	Yes/No*	Yes/No*
46.	Luminaire temperature management:								
46.1	Is a heat sink used?	Yes	Yes/No*	Yes/No*	Yes/No*	Yes/No*	Yes/No*	Yes/No*	Yes/No*
46.2	Is over temperature protection provided? (Clause 7.7.3)	Yes	Yes/No*	Yes/No*	Yes/No*	Yes/No*	Yes/No*	Yes/No*	Yes/No*
46.3	If over temperature protection is used:								
46.3.1	Reduction in light output, %								
46.3.2	Trigger temperature, °C								
47.	Guarantee period on luminaire and all Internal components.	15 years/60 000 hrs							
48.	Self Adhesive foil lable to Clause 8.2 of the specification	Yes							
49.	Month and year of manufacture indelibly marked on the inside of the housing.	Yes							

* Delete whichever is not applicable.

13C : Health, Safety and Environmental Impacts

	Issue	Particulars
1.	Materials used in the product	
2.	Health risk:	
2.1	Does the product pose any health risk to persons handling the product?	Yes/No*
2.2	If yes, state the type of personal protective equipment that must be used	
3.	Storage:	
3.1	How should the product be stored?	
3.2	What is the shelf-life?	
4.	Toxic hazard:	
4.1	Are any toxic gaseous, liquid or solid by-products produced if product is exposed to fire or heat?	Yes/No*
4.2	If yes, state the temperatures at which these by-products are produced, °C	
5.	What percentage of the product can be recycled?	
6.	State any other pertinent and relevant information pertaining to health, safety and environmental risks	

* Delete whichever is not applicable.

**Schedule 13D: Details of Quality System and Manufacturing and After Sales Facilities in South Africa
(To be completed by Tenderer)**

	DESCRIPTION	EQUIPMENT OFFERED
1	Manufacturer:	
1.1	Name	
1.2	Factory Address	
1.3	Telephone Number	
1.4	Total years established Years	
1.5	Total years manufacturing units as specified (attach detail) Years	
1.6	Total Technical Staff employed by Manufacturer at above premises	
1.7	Total Administrative Staff employed by Manufacturer	
1.8	Factory total floor area m ²	
1.9	Current factory monthly capacity for treated wooden poles	
1.10	Planned factory monthly manufacturing capacity for this contract	
2	Manufacturer Quality Assurance System:	
2.1	Is QA system approved in terms of SANS 9001?	YES/NO*
2.2	If yes, state registration certificate No.	
2.3	Manufacturer SANS 9001 certificate attached?	YES/NO*
2.4	Manufacturer QA Plan and Company Organigram attached?	YES/NO*
3	Tenderer name (If different from Manufacturer)	
3.1	Tenderer Address	
3.2	Telephone Number	
3.3	Tenderer total years established Years	
3.4	Total Technical Staff employed by Tenderer	
3.5	Total Administrative Staff employed by Tenderer	
3.6	Tenderer premises total floor area m ²	

Schedule 13E: Schedule of Manufacturer's Experience (To be completed by Tenderer)

The Tenderer shall insert in the spaces provided below a list of contracts awarded to the **Manufacturer** in the past 10 years for equivalent LED Street luminaires those contracts currently being undertaken.

EMPLOYER / CLIENT (NAME, TEL No. AND FAX No.)	QUANTITY (AND TYPE) OF LED STREET LUMINAIRES (EACH)	VALUE OF WORK R(m)	DURATION OF CONTRACT (START AND END DATE)	COMPLETION DATE
COMPLETED CONTRACTS				
CURRENT CONTRACTS				

Append additional pages if required. No of pages appended

Note: Tenderers who are not the Original Equipment Manufacturers (OEMs) of the Goods detailed in the Price Schedule are to fill in the above schedule with regard to the OEM and shall in addition append details of their particular experience as authorised resellers or distributors of the Goods.

SIGNED ON BEHALF OF TENDERER:

**Schedule 13F: Departures from the Requirements of the Specification
(To be completed by Tenderer)**

Clause	Departures from the requirements of this Specification with details of alternative proposals

Note: If the above is insufficient the Tenderer shall complete the Schedule by affixing completed numbered copies of Schedule 18.

SIGNED ON BEHALF OF TENDERER:

TENDER DOCUMENT GOODS AND SERVICES		 <div>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</div>	
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 9	Page 69 of 109

TENDER NO: 363G/2022/23

TENDER DESCRIPTION: SUPPLY, DELIVERY AND OFF LOADING OF LED STREET LIGHTING LUMINAIRES

CONTRACT PERIOD: NOT EXCEEDING THIRTY-SIX (36) MONTHS FROM DATE OF COMMENCEMENT OF CONTRACT

VOLUME 3: DRAFT CONTRACT

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

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

VOLUME 3: DRAFT CONTRACT

(7) SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

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

Add the following after Clause 1.25:

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

3. General Obligations

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

- 3.2 The parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.
- 3.3 All parties in a joint venture or consortium shall be jointly and severally liable to the purchaser in terms of this contract and shall carry individually the minimum levels of insurance stated in the contract, if any.
- 3.4 The parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the delivery of the goods and give all notices and pay all charges required by such authorities.
- 3.4.1 The parties agree that this contract shall also be subject to the CCT's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, **save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract.** Please refer to this document contained on the CCT's website.

TENDER NO:

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

TENDER NO:

- 3.6.7 Inspect the goods to determine if, in the opinion of the purchaser, it has been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.
- 3.6.8 Brief the supplier and issue all documents, information, etc. in accordance with the contract.

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

Add the following after clause 5.4:

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

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

- 5.6 **Publicity and publication**
The supplier shall not release public or media statements or publish material related to the services or contract within two (2) years of completion of the services without the written approval of the purchaser, which approval shall not be unreasonably withheld.
- 5.7 **Confidentiality**
Both parties shall keep all information obtained by them in the context of the contract confidential and shall not divulge it without the written approval of the other party.
- 5.8 **Intellectual Property**
- 5.8.1 The supplier acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Employer.
- 5.8.2 The supplier hereby assigns to the Employer, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the contract, unless the Parties expressly agree otherwise in writing.
- 5.8.3 The supplier shall, and warrants that it shall:
- 5.8.3.1 not be entitled to use the Employer's Intellectual Property for any purpose other than as contemplated in this contract;
- 5.8.3.2 not modify, add to, change or alter the Employer's Intellectual Property, or any information or data related thereto, nor may the supplier produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Employer;
- 5.8.3.3 not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Employer;
- 5.8.3.4 comply with all reasonable directions or instructions given to it by the Employer in relation to the form and manner of use of the Employer Intellectual Property, including without limitation, any brand guidelines which the Employer may provide to the supplier from time to time;
- 5.8.3.5 procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 5.8.3.1 to 5.8.3.3 above;

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

TENDER NO:

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

7. Performance Security

Delete clause 7.1 to 7.4 and replace with the following:

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

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

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

11. Insurance

Add the following after clause 11.1:

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

TENDER NO:

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

- 11.3 The supplier shall be obliged to furnish the CCT with proof of such insurance as the CCT may require from time to time for the duration of this Contract. Evidence that the insurances have been effected in terms of this clause, shall be either in the form of an insurance broker's warranty worded precisely as per the pro forma version contained in the **Proof of Insurance / Insurance Broker's Warranty** section of the document or copies of the insurance policies.

15. Warranty

Add to Clause 15.2:

- 15.2 This warranty for this contract shall remain valid for **fifteen (15) years** after the goods have been delivered.

16. Payment

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

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

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

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

Add the following after clause 16.4

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

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

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

17. Prices

Add the following after clause 17.1

Refer to **Volume 2 - Schedule 8: Contract Price Adjustment and/or Rate of Exchange Variation**

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

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

20. Subcontracts

Add the following after clause 20.1:

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

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

Delete clause 22.1 and replace with the following:

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

In the event that the actual delivery for goods ordered in terms of this tender exceeds the contracted delivery period, a penalty of 1% per week of the value of the overdue goods will be imposed. No such penalties shall exceed 10% of the value of the overdue goods concerned.

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

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

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

Add the following after clause 23.7:

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

TENDER NO:

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

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

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

27. Settlement of Disputes

Amend clause 27.1 as follows:

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

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

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

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

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

TENDER NO:

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

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

28. Limitation of Liability

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

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

Add the following after clause 28.1:

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

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

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

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

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

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

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

31.1 Any notice, request, consent, approvals or other communications made between the Parties pursuant to the Contract shall be in writing and forwarded to the addresses specified in the contract and may be given as set out hereunder and shall be deemed to have been received when:

- a) hand delivered – on the working day of delivery
- b) sent by registered mail – five (5) working days after mailing
- c) sent by email or telefax – one (1) working day after transmission

32. Taxes and Duties

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

In this regard, it is the responsibility of the supplier to submit documentary evidence in the form of a valid Tax Clearance Certificate issued by SARS to the CCT at the Supplier Management Unit located within

TENDER NO:

the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5).

Add the following after clause 32.3:

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

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations.

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

36. Protection of personal information

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

(8) GENERAL CONDITIONS OF CONTRACT

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

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1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 'Closing time' means the date and hour specified in the bidding documents for the receipt of bids.

- 1.2 'Contract' means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

- 1.3 'Contract price' means the price payable to the supplier under the contract for the full and proper performance of his or her contractual obligations.

- 1.4 'Corrupt practice' means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

- 1.5 'Countervailing duties' are imposed in cases in which an enterprise abroad is subsidised by its government and encouraged to market its products internationally.

- 1.6 'Country of origin' means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.

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

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders, including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable, a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1, except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself, mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance Security

- 7.1 Within 30 (thirty) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.2 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:
 - a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than 30 (thirty) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in the SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

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

8.3 If there are no inspection requirements indicated in the bidding documents and no mention of such is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier, who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of the GCC.

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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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.

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- 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

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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,

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- provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable Law

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

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail, and any other notice to him shall be posted by ordinary mail, to the address furnished in his bid or to the address notified later by him in writing; and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and Duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, licence fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act, Act 89 of 1998, as amended, an agreement between or concerted practice by firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.
- 34.3 If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.

(9) FORM OF GUARANTEE / PERFORMANCE SECURITY**Not Applicable****FORM OF GUARANTEE / PERFORMANCE SECURITY****GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means:

Physical address of Guarantor:

"Supplier" means:

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

Amount in words:

"Guaranteed Sum" means: The maximum amount of R

Amount in words:

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

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

TENDER NO:

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

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

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

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

ANNEXURE**LIST OF APPROVED FINANCIAL INSTITUTIONS**

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

National Banks:

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

International Banks (with branches in SA):

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

Insurance companies:

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

(10) FORM OF ADVANCE PAYMENT GUARANTEE

NOT APPLICABLE

ADVANCE PAYMENT GUARANTEE**GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means:

Physical address of guarantor:

"Supplier" means:

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

Amount in words:

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

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

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

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

Amount in words:

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

TENDER NO:

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

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

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

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

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

Plant and materials which have been manufactured and are stored by the supplier	Plant and materials yet to be manufactured and for which a deposit with order is required from the supplier by a third party manufacturer/supplier, and which may be stored by the supplier:
DRAFTER TO LIST: Steel gantries for overhead signage	Imported ductile iron pipes
Closed circuit television equipment for road traffic surveillance	Pipes and valves for large diameter pipelines
Precast concrete beams	

Conditions:

- 1) The supplier can only rely on advance payment being permitted by the CCT in respect of the plant and materials listed in the table above. The CCT may, however, permit advance payment for other plant and materials in exceptional circumstances and at its sole discretion, during the course of the Contract, and upon reasonable request from the supplier.
- 2) Advance payment for the purposes of deposits will only be provided up to a limit of [DRAFTER TO SELECT PERCENTAGE: %] of the value of any one item being claimed.
- 3) The supplier shall provide the CCT with documentary evidence of the terms and conditions for which a deposit with order is required by a third party manufacturer/supplier, together with the advance payment guarantee.
- 4) The supplier will also be permitted to obtain advance payment for the balance of the value of the plant and materials in respect of which he has paid a deposit, for an item which after manufacture is stored by the supplier. The supplier shall, in respect of such payment, provide an advance payment guarantee, either for such balance or, if the advance payment guarantee in respect of the deposit is to be returned by the CCT upon request, for the whole value of the item.

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

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

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

I, , representing

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

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

Witness

Mandatar

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

 Witness

 for and on behalf of
 City of Cape Town

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

Logo

Letterhead of supplier's Insurance Broker

Date _____

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

Dear Sir

TENDER NO.: 363G/2022/23

TENDER DESCRIPTION: SUPPLY, DELIVERY AND OFF-LOADING OF LED STREET LIGHTING LUMINAIRES

NAME OF SUPPLIER: _____

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the CITY OF CAPE TOWN with regard to the abovementioned contract, and that all the insurances and endorsements, etc., are all in accordance with the requirements of the contract.

I furthermore confirm that all premiums in the above regard have been paid.

Yours faithfully

Signed: _____

For: _____ (Supplier's Insurance Broker)

(13) SPECIFICATION(S)**SPECIFICATION****FOR****LED STREET LIGHTING LUMINAIRES****1 INTRODUCTION**

- 1.1 The City of Cape Town (CCT) has adopted Light Emitting Diode technology (LED) for its new public lighting network, but most of the existing network currently consists of high intensity discharge (HID) luminaires of various types and sizes which the City plans to replace over the next 13 years with energy saving LED technology. This tender will be used for the purchase of LED luminaires for all new installations as well as a means to achieve the retrofitting of the existing HID's with LEDs.

2 SCOPE OF SPECIFICATION

- 2.1 This specification provides for the design, manufacture, testing, supply, delivery and off-loading of LED street lighting luminaires to the following specification for a period not exceeding 36 months from date of commencement of contract.

3 DEFINITIONS

- 3.1 "Engineer" means the person or persons authorised by the CCT to carry out inspections during manufacture, prior to or after delivery, of the items covered by this specification and acceptance thereof on behalf of the CCT.

4 NORMATIVE REFERENCES

- 4.1 The following documents contain provisions that, whether referenced in the text or not, constitute requirements of this specification. For dated references, only the edition cited applies. For undated references, the latest edition of the referenced document (including any amendments) applies.
- 4.2 Note that the National equivalent of IEC standards are generally the same but may include specific variations to be taken into account. Information on currently valid national and international standards can be obtained from the South African Bureau of Standards.

ARP 035	: Guidelines for the installation and maintenance of street lighting
ANSI C62.41	: IEEE Recommended Practice for Surge Voltages in Low-Voltage AC Power Circuits
ANSI C136.41	: Dimming Receptacle
ANSI C78-377A	: Specifications for the Chromaticity of Solid State Lighting Products
IEC 62471	: Photo biological safety of lamps and lamp systems
IEC/PAS 62722-2-1	: Luminaire performance – Part 2.1: Particular requirements for LED luminaires
IEC/PAS 62717	: LED modules for general lighting – Performance requirements
IES LM-79-08	: Electrical and Photometric Measurements of Solid-State Lighting Products
IES LM-80-08	: Measuring Lumen Maintenance of LED Light Sources
IES TM 21-11	: Projecting Long Term Lumen Maintenance of LED Light Sources
NRS 025	: Photoelectric Unit Resepticals

TENDER NO:

SANS 121	: Hot dip galvanized coatings on fabricated iron and steel articles - Specifications and test methods
SANS 215	: Limits and methods of measurement of radio disturbance characteristics of electrical lighting and similar equipment
SANS 475	: Luminaires for interior lighting, streetlighting and floodlighting — Performance requirements
SANS 529	: Heat-resisting wiring cables
SANS 1088	: Luminaire entries and spigots
SANS 1091	: National Colour Standard
SANS 1777	: Photoelectric Control Units for Lighting(PCEUs)
SANS 9001	: Quality management systems - Requirements
SANS 10098-1	: Public lighting Part 1: The lighting of public thoroughfares
SANS 10313	: Protection Against Lightning – Physical Damage To Structures and Life Hazard
SANS 51706	: Aluminium and aluminium alloys – Castings – Chemical composition and mechanical properties
SANS 60529	: Degrees of Protection provided by Enclosures (IP Code)
SANS 60598-1	: Luminaires: Part 1. General Requirements and Tests
SANS 60598-2-3	: Luminaires Part 2-3: Particular requirements - Luminaires for road and street lighting
SANS 61000-3-2	: Electromagnetic compatibility (EMC) Part 3-2: Limits — Limits for harmonic current emissions (equipment input current ≤ 16 A per phase)
SANS 61000-3-3	: Electromagnetic compatibility (EMC) Part 3-3: Limits - Limitation of voltage changes, voltage fluctuations and flicker in public low- voltage supply systems, for equipment with rated current ≤ 16 A per phase and not subject to conditional connection
SANS 61347-1	: Lamp controlgear Part 1: General and safety requirements
SANS 61347-2-13	: Lamp controlgear Part 2-13: Particular requirements for d.c. or a.c. supplied electronic controlgear for LED modules
SANS 61547	: Equipment for general lighting purposes – EMC immunity requirements
SANS 62262	: Degrees of protection provided by enclosures for electrical equipment against external mechanical impacts (IK code)
SANS 62384	: DC or AC supplied electronic control gear for LED modules - Performance requirements

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

4.4 Tenders offering equipment to standards other than those listed above may be considered at the discretion of the engineer, provided it is clearly indicated in which respects the equipment offered does not comply and the likely consequences of such non-compliance.

4.5 Schedule 13(B) forms part of this specification.

5 SERVICE CONDITIONS

- 5.1 Luminaires must be designed to operate satisfactorily when subjected to the following operating conditions:

Nominal supply voltage: 230 V $\pm 10\%$
 Nominal supply frequency: 50 Hz
 Climate: Coastal Mediterranean
 Wind speed with 3s gusts: 44m/s
 Altitude: <1 000 m
 Ambient temperature: -10 °C to +40 °C
 Relative humidity: 20% to 95%
 Average annual solar irradiance: 2 000 kWh/m²
 Average annual rainfall: 790 mm
 Pollution: Heavy marine and industrial
 Lightning ground flash density: <1,0 flashes/km²/year

6 STREET LIGHTING INSTALLATION DESIGN

- 6.1 For each luminaire, a lighting scheme must be designed that complies with the parameters set out in Schedule 13(A): Design Data and the requirements of SANS 10098-1.
- 6.2 Pole spacing increments of 1 m must be considered in the design calculations.
- 6.3 The design results must be entered into Schedule 13(A) and the cost of ownership must be calculated in accordance with the formulae set out in Schedule 13(A).
- 6.4 The assessment of tenders may be based on scheme designs for new installations if there is a large variation in wattage or pole spacing which would negatively affect the long term cost of ownership. Tenders based on designs that do not comply with the requirements of the SANS 10098-1 values in Schedule 13(A) existing or new installations **will be considered non-responsive**.
- 6.5 The required design parameters are detailed in Schedule 13(A): Design Data.
- 6.6 The photometric data used must be as defined in CIE 140 and must be sourced from an independent accredited testing facility.
- 6.7 The luminaire price used to calculate the scheme price must be the same as offered in the Price Schedule.
- 6.8 The luminaire luminous flux used must be the same as entered into Schedule 13(B): Technical Data.

7 REQUIREMENTS

7.1 Guarantee

- 7.1.1 Each luminaire provided shall carry an unconditional **manufacturer's** guarantee of 15 years / 60 000 burning hours from date of manufacture. This guarantee excludes misuse, vandalism and the surge arrestor once operated. A guarantee to this effect must be provided in writing by the manufacturer and must include the City of Cape Town as a beneficiary thereof.
- 7.1.2 The aforesaid guarantee must provide that any luminaire that fails in service shall, on notification from the City of Cape Town, be collected from one of the three main electrical stores namely N'dabeni, Bloemhof or Wynberg, and replaced or repaired by the manufacturer and returned to the same store within a period of 21 days from date of notification at no cost to the City of Cape Town.
- 7.1.3 Each luminaire shall be indelibly marked on the inside of the housing with the month and year of manufacture.
- 7.1.4 Where any dispute arises, between the tenderer and the Municipality/Metro, as to interpretation of any of the above clauses relating to the guarantee required, the matter shall be referred to the Engineer for clarification of the interpretation.

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- 7.1.5 Street lighting luminaires bearing a date of manufacture exceeding four (4) months prior to the date of delivery shall not be accepted and shall be returned at the tenderers/manufacturers cost.

7.2 General

- 7.2.1 All Luminaires must comply to this specification and the specification requirements as stated in Schedule 13(B), any luminaires that don't comply with any of the required criteria will be considered non-responsive.
- 7.2.2 Luminaires must be Class 1 to SANS 60598-1 and of the totally enclosed type.
- 7.2.3 The luminous intensity distribution must be non-axial asymmetric to approval.
- 7.2.4 Luminaires shall provide a light output ratio as stated in Schedule 13(B) and have an upward light output ratio of less than 0.1%
- 7.2.5 The complete luminaire and components must comply generally with ARP 035 and with the requirements listed in Schedule 13(B): Technical Data.
- 7.2.6 The useful life of the luminaire must be stated as the operating hours before the light output of the complete luminaire, not the LEDs only, has reached 70% of the initial light output at the performance ambient temperature specified.
- 7.2.7 The major components of the luminaire such as the driver, LED module and the surge arrestor may be manufactured elsewhere but the major components shall be installed in the luminaire housing, wired and tested within the borders of South Africa in an assembly facility with an acceptable and auditable Quality Assurance process, such as ISO 9001 or equal to approval of the engineer. If such facility does not exist within the borders of South Africa, the successful tenderer will be provided with the opportunity to establish such facility within 30 days from the date the notification of award letter is sent to the tenderer.

7.3 Light-emitting Diodes (LED)

- 7.3.1 The average maintained correlated colour temperature of the luminaire must comply with the value specified in Schedule 13(B).
- 7.3.2 The variation in the correlated colour temperature of the LEDs must be restricted in accordance with ANSI C78-377A with the variation limited to within 500 K of the nominal average correlated colour temperature.
- 7.3.3 The LEDs must have a colour consistency within 5 standard deviations of colour matching as defined by MacAdam.
- 7.3.4 The lumen maintenance of the LED modules must be measured in accordance with IES LM-80-08. The measured data must be extrapolated to L₇₀ using the method of IES TM-21-11.

7.4 Degrees of protection

- 7.4.1 The degree of protection against ingress must comply with SANS 60598-2-3 and the categories must be:
- 7.4.1.1 Lamp compartment : IP 66
- 7.4.1.2 Control gear compartment : IP 66
- 7.4.1.3 Where a luminaire has a single compartment, the whole structure shall be rated at IP66.
- 7.4.2 The IP rating shall be certified in accordance with SANS 60598-2-3. Test certificates/reports pertaining to each type of luminaire offered must be submitted with the tender or within 3 days of written request.
- 7.4.3 The degree of protection against mechanical impacts must be a minimum of IK 08 to SANS 62262.

7.5 Construction

- 7.5.1 The luminaire housing must be robustly constructed of die-cast aluminium grade EN AC-44100 to SANS 51706 or similar to the engineers approval and shall be weatherproof, hail proof, corrosion proof and vandal resistant. Glass reinforced polyester (GRP) luminaire housings are not acceptable.

TENDER NO:

- 7.5.2 Bidders shall, if requested, submit a metallurgical report from an independent metallurgist confirming the grade of aluminium for all the luminaires offered. The Municipality reserves the right to submit luminaires for metallurgical testing when necessary.
- 7.5.3 The colour of the luminaires must be natural anodised aluminium or powder coated to colour No. F48 (grey) complying with SANS 1091.
- 7.5.4 All metal components must be suitably treated against corrosion for coastal conditions. Ferrous components must be hot-dip galvanised to SANS 121. Hinge pins, clips, clamps, set screws, bolts, nuts and washers must be manufactured from an appropriate grade of stainless steel and shall be to the approval of the Engineer.
- 7.5.5 Luminaire closure shall be by means of single movement clip mechanisms made from either aluminium or stainless steel and secured by a tamper-proof screw to minimise theft and vandalism.
- 7.5.6 The LED compartment cover must be manufactured from smooth clear heat tempered, impact resistant glass or smooth clear high-impact acrylic with a minimum degree of protection against mechanical impacts of IK08 to SANS 62262 and must be fitted with a silicon gasket seal. Polycarbonate is not acceptable. The cover should preferably be fixed to the luminaire housing but access to clean the cover should be possible.
- 7.5.7 Silicon rubber gaskets must be fitted into a groove in the housing and shall be kept in place such that the integrity of the IP rating is ensured. The gasket shall be screened against harmful radiation from the light source.
- 7.5.8 The housing must be designed so that there is no direct rainwater contact with the gasket between the housing and the LED compartment cover, thus ensuring that no moisture is drawn into the luminaire when the luminaire is switched off and cools down.
- 7.5.9 Fixing devices, junctions, lips and the like shall be designed to shed water. Pockets and ledges in which condensation may accumulate shall be avoided.
- 7.5.10 Tenderers shall provide full details of the optical and thermal properties of the diffuser as well as the light transmission depreciation over a period of not less than 15 years.
- 7.5.11 The spigot entry must comply with SANS 1088 Table 1 and have a backstop to limit the depth of entry of the spigot. The luminaire must be secured to the spigot by at least two ISO standard metric stainless steel set screws which must prevent the luminaire from rotating about the spigot when in service. In the case of post-top mounted luminaires, at least three screws must be used. Other means of fixing the luminaire to the spigot shall be to the approval of the Engineer. The housing must be of adequate strength so as to obviate cracking when the screws are tightened onto the spigot.
- 7.5.12 Luminaire entries shall be of a material that is inherently corrosion resistant and compatible with the galvanised mild steel supporting spigot to such a degree that deterioration by electrolytic action will not occur.
- 7.5.13 The existing pole spigots are inclined at an angle of 10° to the horizontal (rake angle). A mechanism (rake angle reducer) must be provided separately as an option to adjust the luminaires so that the effective rake angle can be adjusted to 0° to the horizontal should it be required. If the luminaire has an inherent adjustable rake angle, the rake angle at each setting point must be clearly and permanently marked on the luminaire. The method of adjustment must be described clearly. **A rake angle of 0° must be assumed for the purposes of the scheme designs.**
- 7.5.14 The luminaire must be designed to afford access for cleaning and maintenance and for access to replaceable parts without the need for special tools. Securing screws must be held captive when loosened.
- 7.5.15 Luminaires shall be designed to prevent jamming injuries during installation and be free of sharp edges.
- 7.5.16 Luminaires shall be designed to prevent the supply cable being damaged during installation.
- 7.5.17 The side entry luminaires shall automatically disconnect the supply to the power supply once the luminaire is opened.

TENDER NO:

- 7.5.18 Protection against electric shock (of at least IP 2X) shall be maintained for all methods and positions of installation in normal use. Protection shall also be maintained after removal of all parts that can be removed by hand.
- 7.5.19 All terminals shall be shrouded to IP2X so that live parts cannot be accidentally touched. They shall be fitted with group 1 classification, current valid certification must be provided.
- 7.5.20 The luminaire shall be designed to prevent no part of the luminaire is able to detach itself from the pole i.e. no secondary missiles are deflected into, or onto, traffic or pedestrians.
- 7.5.21 Luminaires shall be so designed as to promote the self- cleaning process.
- 7.5.22 A long lasting 15 year lubricant must be applied to every serviceable screw, bolt and nut so as to allow for ease of opening and closing during the luminaire lifetime.
- 7.5.23 Each luminaire must be fitted and wired with a seven pin NEMA base, surge protection device and shorting cap/cover to ANSI C136.41.
- 7.5.24 Where a specific luminaire is superseded by a more energy efficient model, the new model will be submitted for re-approval and then supplied at the original tendered price.
- 7.6 Surge Protection**
- 7.6.1 A suitable seven pin NEMA base type to ANSI C136.41 surge protection device, with an LED to indicate the status of the surge protection, must be provided with the luminaire to protect the driver/controlgear and the LED modules.
- 7.6.2 The top of the surge protector shall be capable of accepting a seven pin NEMA base dimming reseceptical connetion to ANSI C136.41 but on delivery shall be protected via a purpose made UV protected shorting cap/cover to enable the luminaire to be energised without a photocell.
- 7.6.3 The surge protection device must comply with the requirements set out in Schedule 13(B).
- 7.6.4 The surge protection device must be readily replaceable.
- 7.7 LED Driver/Controlgear**
- 7.7.1 The LED driver must be housed within the body of the luminaire and must be replaceable using commonly available hand tools.
- 7.7.2 The LED driver shall operate at constant current and shall be housed in a separate gear compartment to LED modules. The driver shall have a minimum operating efficiency of 95%.
- 7.7.3 Drivers shall have a stable power consumption over the full operating voltage range.
- 7.7.4 LED's shall be wired so that the failure of one LED will **not** cause additional LED's to fail.
- 7.7.5 Heat generated in the luminaire must be managed to ensure that the components operate satisfactorily and within their rated temperature range. A heat sink should be provided without the need for fans, pumps or liquids to dissipate heat.
- 7.7.6 The design of the heat sink shall prevent the accumulation of dirt and nesting of insects or ants, thus ensuring effective heat dissipation.
- 7.7.7 The luminaire shall incorporate a temperature sensor which monitors the temperature of the LED's on the PCBs. Once the critical temperature is reached, the current shall be reduced to a safe temperature level. This is to facilitate maintenance during daylight hours. Protection against overheating must be provided and must be arranged to reduce the LED lumen output sufficiently until the temperature has been restored to a safe level but must not de-energise the luminaire completely.

7.8 Photoelectric control unit (PECU)

- 7.8.1 The photoelectric control unit must be of the 7 pin NEMA base type to ANSI C136.41 microprocessor type PECU which must comply with NRS 025 and be capable of a minimum of 20 000 switching cycles under full load.
- 7.8.2 The PECU switch-on level must be between 60 & 80 lux and the accuracy must be $\pm 10\%$.
- 7.8.3 The PECU switch-off level must be between 20 & 40 lux and the accuracy must be $\pm 10\%$.
- 7.8.4 The PECU must be designed to prevent spurious switching and to fail to the on state.
- 7.8.5 The PCEU contacts must be designed to switch at zero crossover voltage to limit arcing of the contacts.

7.9 Earthing and Wiring

- 7.9.1 All metal parts of the luminaire must be connected to a suitable earth terminal.
- 7.9.2 The internal wiring of the luminaires shall be flexible and suitably insulated to withstand the voltage and the temperatures encountered while the luminaires is in service.
- 7.9.3 Connections shall be brought to a suitable heat resistant screw type plug in terminal block using silicone heat resistant wiring. The terminal block shall be securely fixed to the luminaire body. The terminal shall be indelibly marked either by means of colour coding or by the letters L, N & E.
- 7.9.4 The supply terminals shall be suitable to accept 4mm² wiring and be easily accessible. No part of the cover shall damage the supply wires when closed.
- 7.9.5 Wiring to the LED module compartment shall be suitably grommited, ensuring a perfect seal between compartments and protection of the wiring.
- 7.9.6 All earth connections shall be by means of suitable lugs appropriately sourced and crimped to avoid all possibility of electrolytic corrosion.
- 7.9.7 Aluminium terminals will not be acceptable. All terminals shall be made of copper, brass or other corrosion resistant metal and the contact surfaces shall be bare metal and not painted or varnished surfaces.

8 PACKING AND MARKING

- 8.1 Except as specified otherwise, the method of marking must comply with SANS 60598-1 and shall be to the approval of the Engineer.
- 8.2 A self-adhesive foil label must be applied to the outside of the luminaire in a position readily visible when the luminaire is mounted in position. The label must identify the road type and the rating of the luminaire. The lettering must be black, a minimum of 40 mm high and on a background colour G80 (cloud white) to SANS 1091.
- 8.3 Luminaires must be delivered fully assembled and ready for use and packed in robust, triple-walled cardboard boxes each containing no more than two luminaires. The boxes must be marked with the maximum number of boxes allowed to safely stack vertically.
- 8.4 A description of the luminaires, manufacturer, model number and SAP commodity code must be marked on the outside of the box.
- 8.5 Luminaires delivered without the specified markings shall be rejected and returned to the supplier at no cost to the City of Cape Town.
- 8.6 The Contractor shall be responsible for the packing, loading, transport and off-loading of the LED Street Light Luminaires from the place of manufacture, whether this is at his own works or those of any supplier, to the Employer's Electricity Stores and shall provide all labour, plant and material necessary for the offloading.

TENDER NO:

- 8.7 The method of packing shall provide adequate protection for transportation of the LED street light luminaire. The method of packing and precautions to be taken during transport shall be clearly detailed by the Contractor.
- 8.8 Any loose parts shall be boxed in substantial crates or containers to facilitate handling in a safe and secure manner. Each crate or container shall be marked clearly on the outside of the case to show where the mass is bearing and the correct position for the slings. Each crate or container shall also be marked with the notation of the part or parts contained therein, contract number and port of destination, and shall become the property of the Employer after delivery.
- 8.9 Any damage due to defective or insufficient packing or that occurs during loading, transport or off-loading of the LED Street luminaire shall be made good by the Contractor at his own expense and within reasonable time when called upon by the Employer to do so.
- 8.10 The Contractor shall inform himself fully as to all relevant transport facilities and requirements and loading gauges and ensure that the equipment as packed for transport complies with the South African highway regulations and/or conforms to the limitations of the transport facilities of Transnet Ltd. The Contractor shall also be responsible for verifying the adequacy of any cranes required for off-loading at the port of entry, at the Employer's Electricity Stores and at Site.
- 8.11 The Contractor shall take reasonable steps to prevent damage to any highways or bridges by his traffic and shall select routes, choose and use vehicles and restrict and distribute loads so that the risk of damage shall be limited as far as is reasonably possible. The Contractor shall immediately report to the Engineer any claims made against him arising out of alleged damage to a highway or bridge.
- 8.12 Access to the Stores is by road only.

9 TESTING

- 9.1 The luminaires and/or components must be subjected to type tests, routine tests, sample tests and inspections in accordance with SANS 215, SANS 60598-1, SANS 60598-2-3, SANS 61000-3-2, SANS 61000-3-3, SANS 61347-1, SANS 61347-2-13, SANS 61547, SANS 62262, SANS 62384, SANS 62471, IES 79-08, IES LM-80-08, IEC/PAS 62717, IEC/PAS 62722-2-1, and other applicable specifications.
- 9.2 The luminaires offered must be identical to the equipment covered by the type tests.
- 9.3 All components and the complete luminaire must have passed the type tests laid down in the appropriate specifications.
- 9.4 The type tests must have been conducted or, where in-house tests cannot be avoided, fully witnessed and certified by an accredited independent test laboratory and approved by the Engineer. The testing laboratory must be accredited to SANS 17025 for testing of LED products by a national accreditation body that is a member of the International Laboratory Accreditation Cooperation.

10 PARTICULARS

All returnable schedules forming a part of this specification shall be completed in full by Tenderers. Tenderers shall detail actual particulars, parameters or dimensions specific to the equipment offered and shall not simply refer to this specification or other standards or specifications.

- 10.1 The following information must be submitted with the tender; failure to do so will render the offer non-responsive:
- 10.1.1 Design results and scheme price calculations on Schedule 13(A): Design Data.
- 10.2 The following information must be submitted with the tender documents or within 3 working days of written request to do so, failing which, the offer will be deemed non-responsive:
- 10.2.1 Technical details of the equipment offered in respect of each item tendered. Schedule 13(B): Technical Data must be completed.

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- 10.2.2 A Schedule of Type Tests detailing all completed type tests applicable to each item tendered. The schedule must detail the full description of the item tested, the test authority, the type test certificate numbers, the applicable standard and the specific tests covered by the certificate.
- 10.2.3 Type test certificates comprising the cover sheets, the pages detailing the equipment tested and the results summaries for the type test certificates detailed in the Schedule of Type Tests. The full type test certificates must be made available to the Engineer on request. Where available electronically, full type test certificates may be submitted on a CD/flashdrive.
- 10.2.4 C-Gamma tables, as detailed in CIE Publication No. 27, on electronic media in an encrypted file in a form compatible with the Relux Road Lighting computer program. The information must have been certified by the South African Bureau of Standards (SABS) or an accredited independent test laboratory. Electronic data compatible with other road lighting design software programs that provide results in accordance with the recommendations of CIE Publication No. 140 will be considered. The photometric report must contain the measuring matrix, with measurement points as defined in CIE 140, showing the candela values at the ambient performance temperature specified in Schedule 13(B), a description and photographs of the luminaire tested, and the supply voltage and LED currents during testing.
- 10.2.5 Tenderers who are not the original equipment manufacturer (OEM) of the equipment offered shall provide a letter from the OEM verifying that they are an authorised reseller or distributor of the equipment and providing confirmation by the OEM of full compliance with the Specification, together with all detailed particulars and drawings listed above. The letter from the OEM shall state that the tenderer is an authorized reseller or distributor for the duration of the contract.
- 10.3 Tenderers shall tender for a single manufacturer only per LED Street Light Luminaire item, either the Tenderer or a separate OEM as envisaged above. The Tenderer is required to commit to the single manufacturer per item for the full duration of the contract and is to provide the detailed particulars and drawings as listed above that are specific to that manufacturer.
- 10.3.1 The manufacturers and the places of manufacture, testing and inspection of the items offered shall be stated in the returnable schedules together with full details of the location and capabilities of their service / repair facility situated closest to Cape Town. Any changes to the places of manufacture, testing and inspection shall only be made with the written agreement of the Engineer.
- 10.3.2 The manufacturer shall have a proven track record in the manufacture of LED Street Light Luminaires and Tenderers shall provide full and thorough details of the manufacturer's experience and facilities for such manufacture. Tenderers offering LED Street Light Luminaires manufactured by manufacturers without appropriate experience and facilities will not be considered.
- 10.3.3 Information should also be submitted detailing the quantity of similar LED Street Light Luminaires manufactured and supplied by the OEM and in service in South Africa, as well as the details of existing users of similar LED street light luminaires.
- 10.4 All Items shall comply with this Specification. Any departures from the requirements of this Specification or non-compliance shall be stated clause-by-clause by the Tenderer in the returnable schedules and may be accepted at the Engineer's discretion. Undisclosed non-compliance with requirements of the Specification by the successful Tenderer shall result in the Tenderer being bound to the requirements of the Specification.
- 10.5 No departure from the requirements of this Specification shall be implemented without the prior approval of the Engineer.
- 10.6 The Contractor shall be responsible for any discrepancies, errors or omissions in the particulars and guarantees, whether or not such particulars and guarantees have been approved by the Engineer.
- 10.7 Samples of the luminaires offered and requested from responsive tenderers, must be labelled clearly and delivered to the address provided on the request for samples.
- 10.8 A copy of the manufacturer's Certificate of Listing in terms of SANS 9001, SANS 14001 and OHSAS 18001 or equivalent standards.
- 10.8.1 Safety data sheets must be provided for each item offered.

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- 10.9 All details given in this Specification have been carefully compiled but the onus is on the Tenderer to satisfy himself as to the accuracy thereof.

11 DELIVERY PERIOD

- 11.1 Tenderers shall detail in the space provided in the Price Schedule the tendered delivery period per item. Tendered delivery periods that exceed the specified delivery period, as detailed in the Price Schedule, will be to the approval of the Engineer.
- 11.2 The contracted delivery period shall be the specified delivery period or an alternative tendered delivery period that has been considered and formally approved by the Engineer at the time of tender award.
- 11.3 The Contractor shall deliver LED Street Light Luminaires ordered from time to time in accordance with this tender within the contracted delivery period unless specifically approved to the contrary by the Engineer.
- 11.4 The Contractor shall on placement of new purchase orders by the Employer prepare a detailed delivery schedule and submit this to the Engineer within 5 working days of the placement of the orders.
- 11.5 In cases where large quantities of LED Street Light Luminaires are ordered simultaneously staggered deliveries that extend beyond the contracted delivery period will be considered provided that the delivery schedule has been formally approved by the Engineer.
- 11.6 Contract deliveries that exceed the contracted delivery period and for which the extended delivery period has not been formally approved by the Engineer will be subject to penalties in accordance with the Special Conditions of Contract.

12 QUALITY SYSTEM

- 12.1 The Manufacturer's quality assurance system must be approved in terms of SANS 9001 or an alternative quality assurance system to the approval of the Engineer. A copy of the registration certificate applicable to each item of the specification must be available.

13 SPARES

- 13.1 A list of recommended spare parts must be submitted on request and tenderers must indicate which parts are available ex local stocks.
- 13.2 Purchase of spare parts will be at the City's discretion, using internal processes.
- 13.3 Any spare parts shall be subject to the same specification, tests and conditions as similar material or parts supplied under the main contract.
- 13.4 All spare parts must be delivered in packaging suitable for storing such parts over a period of years without deterioration. The packaging must be marked with a description, the part number and the quantity of each part.
- 13.5 Spare components of all types must be available for a period of at least 5 years after the end of the contract. The Contractor must give at least 12 months' notice of any intention to cease manufacture of any component.

14 HEALTH, SAFETY AND ENVIRONMENTAL IMPACTS

- 14.1 Luminaires shall be environmentally friendly and all component parts shall be 98% recyclable by weight at the end of life.
- 14.2 Schedule 13(C) Health, Safety and Environmental Impacts must be completed and submitted on request.
- 14.3 The successful Tenderer(s) will be responsible for the safe loading, transport, delivery and off-loading of the goods strictly in accordance with the requirements of the Occupational Health and Safety Act and all other relevant legislation. To this end the successful Tenderer(s) shall provide a detailed Health and Safety Plan to the City within two weeks of commencement of contract detailing the specific provisions put in place to ensure compliance in this regard.

15 METHOD OF AWARDING ITEMS

- 15.1 The tender will be awarded per Class of road and the corresponding spare glass cover, surge arrestor, photocell and rake angle adaptor(if required).

Item Number	Class of Road	Corresponding items
Item 1	A1	8
Item 2	A2	9
Item 3	A3	10
Item 4	A4	11
Item 5	B1	12
Item 6	B2	13
Item 7	Post Top B2	14
Item 15		
Item 16		
Item 17		

15.2 Main and Alternative Contractors

- 15.2.1 For operational reasons the Employer reserves the right to appoint a Main Contractor and an Alternative Contractor (different manufacturer if possible) for each item.
- 15.2.2 Purchase Orders will in the first instance be placed by the Employer with the Main Contractor.
- 15.2.3 Should the Main Contractor not be able to meet the contractual commitments relating to a particular order or orders, either in terms of delivery performance or of compliance with the requirements of the specification, the Contractor shall advise the Employer within 5 working days of receipt of the order(s). The purchase order(s) will thereafter be cancelled and orders placed with the Alternative Contractor.
- 15.2.4 Should the Main Contractor continually fail to meet the contractual commitments the Employer reserves the right to initiate the Default process, during which the Contractor will be afforded an opportunity to address in consultation with the Employer his contract performance and failure to meet the contractual commitments.
- 15.2.5 During the course of any such Default process the Employer reserves the right to place orders with the Alternative Contractor instead of the Main Contractor and shall retain this right until such time as the Main Contractor has either corrected the non-compliance with the contractual commitments or has provided a proposal to correct the non-compliance with the contractual commitments that is to the satisfaction of the Employer.
- 15.2.6 In the event that the Main Contractor is formally placed in Default in terms of the specification the contract shall be placed with the Alternative Contractor for the balance of the contract period.

16 CONTINUITY OF EQUIPMENT AND SUPPLIERS / MANUFACTURERS

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

17 TRADE NAMES OR PROPRIETARY PRODUCTS

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

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

18 EMPLOYMENT OF SECURITY PERSONNEL

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

19 FORMS FOR CONTRACT ADMINISTRATION

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

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

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

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

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

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

Project Details

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

Beneficiary Details and Work Information

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

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

Submission of Forms

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

PROJECT DETAILS

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

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

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

TENDER NO:

ANNEX 1 (continued)

MONTHLY PROJECT LABOUR REPORT

BENEFICIARY DETAILS AND WORK INFORMATION

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

CONTRACT OR WORKS PROJECT NUMBER:				Year Month		Sheet 1 of		
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No.	(8) First name	(8) Surname	(8) ID number	(9) New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	(10) Job seeker database (Y/N)	Contract start date (DDMMYY)	(11) Contract end date (DDMMYY)	(12) No. days worked this month (excl. training)	(13) Training days	(14) Rate of pay per day (R – c)	
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Declared by Contractor or Vendor to be true and correct:	Name		Signature	
	Date			

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