## TENDER DOCUMENT GOODS AND SERVICES



Version: 10

SUPPLY CHAIN MANAGEMENT

SCM - 542 Approved by Branch Manager: February 2024

**TENDER NO: 31S/2025/26** 

TENDER DESCRIPTION: TERM TENDER FOR THE SUPPLY AND DELIVERY OF MAINTENANCE, REPAIR, UPGRADE AND REFURBISHMENT SERVICES FOR HIGH VOLTAGE AIR INSULATED SWITCHGEAR (AIS)

CONTRACT PERIOD: THIRTY-SIX (36) MONTHS FROM THE COMMENCEMENT DATE OF THE CONTRACT

CLOSING DATE 14 October 2025

CLOSING TIME 10:00 am

TENDER BOX NUMBER 212

TENDER FEE R 200

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

	TENDERER
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual (hereinafter the "Tenderer")	
TRADING AS (if different from above)	
Registration number of Tenderer	
Physical address and chosen domicilium citandi et executandi of Tenderer	

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

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

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#### THE TENDER

#### T.1 GENERAL TENDER INFORMATION

TENDER ADVERTISED : 15 August 2025

SITE VISIT/CLARIFICATION MEETING : Time: 10:00 on Date: 29 August 2025

(Not compulsory, but strongly recommended)

VENUE FOR SITE VISIT/CLARIFICATION MEETING : Microsoft Teams Meeting

https://teams.microsoft.com/l/meetup-

join/19%3ameeting\_MTAxNjlyNjltMWQyYy00ODQxLTkxZDYtZmRhMTdjZjBiN2U5%40thread.v2/0?context=%7b%22Tid%22%3a%22ff731495-b3c8-

44b3-93f8-

6fca8fc5a699%22%2c%22Oid%22%3a%223b200 9cb-8b80-4566-acb6-e44473f78ecb%22%7d

Meeting ID: 379 719 007 019

Passcode: RU3we2Yu

TENDER BOX & ADDRESS : Tender Box as per front cover at the Tender &

**Quotation Boxes Office**, 2<sup>nd</sup> Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape

Town.

The Tender Document (which includes the Form of Offer and Acceptance) completed and signed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement "TENDER NO. 31S/2025/26: - TENDER DESCRIPTION: TERM TENDER FOR

SUPPLY AND **DELIVERY** THE OF MAINTENANCE, REPAIR, **UPGRADE** AND REFURBISHMENT **SERVICES** HIGH **FOR VOLTAGE AIR INSULATED SWITCHGEAR** (AIS)", the tender box number and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender

box before closing time.

If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer's responsibility to ensure that the tender is placed in either the original box or as alternatively

instructed.

CCT TENDER REPRESENTATIVE : SCM.Tenders23@capetown.gov.za

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

#### T.2 CONDITIONS OF TENDER

#### 2.1 General

#### 2.1.1 Actions

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

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

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

- 2.1.1.2 The CCT, the tenderer and their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the CCT shall declare any conflict of interest to the CCT at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.
- **2.1.1.3** The CCT shall not seek, and a tenderer shall not submit a tender, without having a firm intention and capacity to proceed with the contract.

#### 2.1.2 Interpretation

- **2.1.2.1** The additional requirements contained in Annexure F to the contract (hereinafter referred to as the "returnable documents" / "Returnable Schedules") are part of these Conditions of Tender and are specifically hereby incorporated into these Conditions of Tender.
- **2.1.2.2** These Conditions of Tender and returnable Documents which are required for CCT's tender evaluation purposes herein, shall form part of the Contract arising from the CCT's corresponding invitation to tender.

#### 2.1.3 Communication during tender process

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

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

- **2.1.4.1** The CCT may accept or reject any tender offer and may cancel the corresponding tender process or reject all tender offers at any time before the formation of a contract. The CCT may, prior to the award of the tender, cancel a tender if:
  - (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
  - (b) funds are no longer available to cover the total envisaged expenditure; or
  - (c) no acceptable tenders are received;
  - (d) there is a material irregularity in the tender process; or
  - (e) the Parties are unable to negotiate market related pricing.

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

#### 2.1.5 Procurement procedures

#### 2.1.5.1 General

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

The CCT intends to appoint two tenderers per section (the highest ranked tenderer ("the winner") and in addition one "alternative tenderer") for the allocation of work.

- Section A: Disconnectors and Earth Switches with Actom as official agent
- Section B: Circuit Breakers with Actom as official agent
- Section C: Disconnectors and Earth Switches with Hitachi as official agent
- Section D: Circuit Breakers with Hitachi as official agent
- Section E: Disconnectors and Earth Switches with ABB as official agent
- · Section F: Circuit Breakers with Siemens as official agent
- Section G: Disconnectors and Earth Switches with Coelme as official agent

Sections A, B, C, D, E, F and G may be awarded to either a single tenderer or to separate tenderers. Unless otherwise stated in the tender conditions, for each of the sections, a contract will be concluded with the tenderer who scores the highest number of tender adjudication points.

If insufficient responsive bids are received, the CCT reserves the right to appoint fewer tenderers, or not to appoint any tenderers at all.

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

The contract period shall be for a period of **three years** 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 Bidder

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

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

#### 2.1.6.1 Disputes, objections, complaints and gueries

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

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

#### 2.1.6.2 Appeals

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

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

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

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

**The City Manager** - C/o the Manager: Legal Compliance Unit, Legal Services Department, Office of the City Manager

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

Via post at: Private Bag X918, Cape Town, 8000 Via email at: MSA.Appeals@capetown.gov.za

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

**The City Manager** - C/o the Manager: Access to Information Unit, Legal Service Department, Office of the City Manager

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

Via post at: Private Bag X918, Cape Town, 8000 Via email at: Access2info.Act@capetown.gov.za

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

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

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

All requests relating to data protection must be submitted in writing to:

The City Manager - C/o the Information Officer, Office of the City Manager

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

Via post at: Private Bag X9181, Cape Town, 8000

Via email at: Popia@capetown.gov.za.

#### 2.1.6.7 Compliance to the CCTs Appeals Policy.

In terms of the CCT's Appeals Policy, a fixed upfront administration fee will be charged. In addition, a surcharge may be imposed for vexatious and frivolous or otherwise manifestly inappropriate tender related appeals.

The current approved administration fee is R300.00 and may be paid at any of the Municipal Offices or at the Civic Centre in Cape Town using the GL Data Capture Receipt attached as Annexure F.14: Appeal Application Form. Alternatively, via EFT into the CCT's NEDBANK Account: CITY OF CAPE TOWN and using Reference number: 198158966. You are required to send proof of payment when lodging your appeal.

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

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

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

#### 2.1.7 CCT Supplier Database Registration

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

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

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

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

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

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

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

#### 2.2 Tenderer's obligations

#### 2.2.1 Eligibility Criteria

2.2.1.1 Tenderers are obligated to submit a tender offer that complies in all aspects to the conditions as detailed in this tender document and the Conditions of Tender. An 'acceptable' tender must "COMPLY IN ALL" aspects with the tender, Conditions of Tender, all Specifications (i.e., item C.5 below, hereinafter the "Specifications"), pricing instructions herein and the Contract including its conditions.

#### 2.2.1.1.1 Submit a tender offer

Only those tender submissions from which it can be established, *inter alia* that a clear, irrevocable and unambiguous offer has been made to CCT, by whom the offer has been made and what the offer

constitutes, will be declared responsive.

#### 2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

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

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

#### 2.2.1.1.3 Compulsory clarification meeting

Not Applicable

## 2.2.1.1.4 Minimum score for functionality – Section A: Disconnectors and Earth Switches with Actom as official agent

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

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

The period up to and including the closing date of this tender shall be used to determine the number of years of proven track record of a tenderer and the minimum number of years' experience of key personnel for functionality points allocation.

Criteria No.	Evaluation Criteria	Applicable values	Points	Maximum possible Score
	Company Ex	xperience		
1.	1. Proven track record of service provider for work specified on switchgear makes and types as per clause 5.10.5 in Section C.5 Specification(s)	< 3 years	0	
		≥ 3 years and < 5 years	24	34
	(Complete Schedule F.13 A2)	≥ 5 years	34	
	Key Pers	sonnel		
2.	A Senior Service Technician/Site Supervisor shall have a minimum of 5 years relevant knowledge and	< 2 Senior Service Technicians/Site Supervisors	0	
	experience as per clauses 5.10.6 and 5.10.7 in Section C.5 Specification(s)	2 Senior Service Technicians/Site Supervisors	23	33
	(Complete Schedule F.13 A1)	> 2 Senior Service Technicians/Site Supervisors	33	
3.	A Service Technician shall have a minimum of 3 years relevant	< 2 Service Technicians	0	
	knowledge and experience as per clause 5.10.8 in Section C.5 Specification(s).	2 Service Technicians	23	33
	(Complete Schedule F.13 A1)	> 2 Service Technicians	33	

The minimum qualifying score for functionality is **70** out of a maximum of **100**.

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

## 2.2.1.1.5 Minimum score for functionality – Section B: Circuit Breakers with Actom as official agent

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

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

The period up to and including the closing date of this tender shall be used to determine the number of years of proven track record of a tenderer and the minimum number of years' experience of key personnel for functionality points allocation.

Criteria No.	Evaluation Criteria	Applicable values	Points	Maximum possible Score
	Company Ex	perience		
1.	Proven track record of service provider for work specified on		0	
	switchgear makes and types as per	≥ 3 years and < 5 years	24	34
	(Complete Schedule F.13 B2)	≥ 5 years	34	
	Key Pers	onnel		
2.	A Senior Service Technician/Site Supervisor shall have a minimum of 5 years relevant knowledge and experience as per clauses 5.10.6 and 5.10.7 in Section C.5 Specification(s)	< 2 Senior Service Technicians/Site Supervisors	0	33
and 5.10.7 in Section C.5		2 Senior Service Technicians/Site Supervisors	23	
	> 2 Senior Service Technicians/Site Supervisors	33		
3.	A Service Technician shall have a minimum of 3 years relevant knowledge and experience as per clause 5.10.8 in Section C.5 Specification(s).	< 2 Service Technicians	0	
		2 Service Technicians	23	33
	(Complete Schedule F.13 B1)	> 2 Service Technicians	33	

The minimum qualifying score for functionality is **70** out of a maximum of **100**.

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

## 2.2.1.1.6 Minimum score for functionality – Section C: Disconnectors and Earth Switches with Hitachi as official agent

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

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

The period up to and including the closing date of this tender shall be used to determine the number of years of proven track record of a tenderer and the minimum number of years' experience of key personnel for functionality points allocation.

Criteria No.	Evaluation Criteria	Applicable values	Points	Maximum possible Score
	Company Ex	perience		
1.	Proven track record of service provider for work specified on		0	
	switchgear makes and types as per clause 5.10.5 in Section C.5 Specification(s)	≥ 3 years and < 5 years	24	34
	(Complete Schedule F.13 C2)	≥ 5 years	34	
	Key Pers	onnel		
2.	An Senior Service Technician/Site Supervisor shall have a minimum of 5 years relevant knowledge and experience as per clauses 5.10.6 and 5.10.7 in Section C.5 Specification(s)	< 2 Senior Service Technicians/Site Supervisors	0	33
and 5.10.7 in Section C.5		2 Senior Service Technicians/Site Supervisors	23	
	> 2 Senior Service Technicians/Site Supervisors	33		
3.	A Service Technician shall have a minimum of 3 years relevant knowledge and experience as per clause 5.10.8 in Section C.5 Specification(s).	< 2 Service Technicians	0	
		2 Service Technicians	23	33
	(Complete Schedule F.13 C1)	> 2 Service Technicians	33	

The minimum qualifying score for functionality is **70** out of a maximum of **100**.

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

#### 2.2.1.1.7 Minimum score for functionality - Section D: Circuit Breakers with Hitachi as official agent

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

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

The period up to and including the closing date of this tender shall be used to determine the number of years of proven track record of a tenderer and the minimum number of years' experience of key personnel for functionality points allocation.

Criteria No.	Evaluation Criteria	Applicable values	Points	Maximum possible Score
	Company Ex	perience		
Proven track record of service provider for work specified on	< 3 years	0		
	switchgear makes and types as per clause 5.10.5 in Section C.5 Specification(s)	≥ 3 years and < 5 years	24	34
	(Complete Schedule F.13 D2)	≥ 5 years	34	
	Key Pers	onnel		
experience as per clauses 5.10.6 and 5.10.7 in Section C.5 Specification(s)  (Complete Schedule F.13 D1)	Supervisor shall have a minimum of 5 years relevant knowledge and	< 2 Senior Service Technicians/Site Supervisors	0	
	and 5.10.7 in Section C.5	2 Senior Service Technicians/Site Supervisors	23	33
	> 2 Senior Service Technicians/Site Supervisors	33		
3.	A Service Technician shall have a minimum of 3 years relevant knowledge and experience as per clause 5.10.8 in Section C.5 Specification(s).	< 2 Service Technicians	0	
		2 Service Technicians	23	33
	(Complete Schedule F.13 D1)	> 2 Service Technicians	33	

The minimum qualifying score for functionality is **70** out of a maximum of **100**.

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

## 2.2.1.1.8 Minimum score for functionality – Section E: Disconnectors and Earth Switches with ABB as official agent

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

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

The period up to and including the closing date of this tender shall be used to determine the number of years of proven track record of a tenderer and the minimum number of years' experience of key personnel for functionality points allocation.

Criteria No.	Evaluation Criteria	Applicable values	Points	Maximum possible Score
	Company Ex	perience		
1.	Proven track record of service provider for work specified on		0	
	switchgear makes and types as per clause 5.10.5 in Section C.5 Specification(s)	≥ 3 years and < 5 years	24	34
	(Complete Schedule F.13 E2)	≥ 5 years	34	
	Key Pers	onnel		
2.	An Senior Service Technician/Site Supervisor shall have a minimum of 5 years relevant knowledge and experience as per clauses 5.10.6 and 5.10.7 in Section C.5 Specification(s)	< 2 Senior Service Technicians/Site Supervisors	0	
and 5.10.7 in Section C.5		2 Senior Service Technicians/Site Supervisors	23	33
	> 2 Senior Service Technicians/Site Supervisors	33		
3.	A Service Technician shall have a minimum of 3 years relevant	< 2 Service Technicians	0	
	knowledge and experience as per clause 5.10.8 in Section C.5 Specification(s).	2 Service Technicians	23	33
	(Complete Schedule F.13 E1)	> 2 Service Technicians	33	

The minimum qualifying score for functionality is **70** out of a maximum of **100**.

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

#### 2.2.1.1.9 Minimum score for functionality - Section F: Circuit Breakers with Siemens as official agent

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

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

The period up to and including the closing date of this tender shall be used to determine the number of years of proven track record of a tenderer and the minimum number of years' experience of key personnel for functionality points allocation.

Criteria No.	Evaluation Criteria	Applicable values	Points	Maximum possible Score
	Company Ex	perience		
1.	Proven track record of service provider for work specified on	< 3 years	0	
	switchgear makes and types as per clause 5.10.5 in Section C.5 Specification(s)	≥ 3 years and < 5 years	24	34
	(Complete Schedule F.13 F2)	≥ 5 years	34	
	Key Pers	onnel		
2.	An Senior Service Technician/Site Supervisor shall have a minimum of 5 years relevant knowledge and	< 2 Senior Service Technicians/Site Supervisors	0	
experience as per clauses 5.10.6 and 5.10.7 in Section C.5 Specification(s)  (Complete Schedule F.13 F1)	and 5.10.7 in Section C.5	2 Senior Service Technicians/Site Supervisors	23	33
	> 2 Senior Service Technicians/Site Supervisors	33		
3.	A Service Technician shall have a minimum of 3 years relevant knowledge and experience as per clause 5.10.8 in Section C.5 Specification(s).	< 2 Service Technicians	0	
		2 Service Technicians	23	33
	(Complete Schedule F.13 F1)	> 2 Service Technicians	33	

The minimum qualifying score for functionality is **70** out of a maximum of **100**.

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

## 2.2.1.1.10 Minimum score for functionality – Section G: Disconnectors and Earth Switches with Coelme as official agent

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

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

The period up to and including the closing date of this tender shall be used to determine the number of years of proven track record of a tenderer and the minimum number of years' experience of key personnel for functionality points allocation.

Criteria No.	Evaluation Criteria	Applicable values	Points	Maximum possible Score
	Company Ex	perience		
1.	provider for work specified on switchgear makes and types as per clause 5.10.5 in Section C.5	< 3 years	0	
		≥ 3 years and < 5 years	24	34
	(Complete Schedule F.13 G2)	≥ 5 years	34	
	Key Pers	onnel		
2.	An Senior Service Technician/Site Supervisor shall have a minimum of 5 years relevant knowledge and	< 2 Senior Service Technicians/Site Supervisors	0	
experience as per clauses 5.10.6 and 5.10.7 in Section C.5 Specification(s)  (Complete Schedule F.13 G1)	and 5.10.7 in Section C.5	2 Senior Service Technicians/Site Supervisors	23	33
	> 2 Senior Service Technicians/Site Supervisors	33		
3.	A Service Technician shall have a minimum of 3 years relevant knowledge and experience as per clause 5.10.8 in Section C.5 Specification(s).	< 2 Service Technicians	0	
		2 Service Technicians	23	33
	(Complete Schedule F.13 G1)	> 2 Service Technicians	33	

The minimum qualifying score for functionality is **70** out of a maximum of **100**.

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

#### 2.2.1.1.11 Provision of samples

Not Applicable

#### 2.2.2 Cost of tendering

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

#### 2.2.3 Check documents

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

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

#### 2.2.4 Confidentiality and copyright of documents

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

#### 2.2.5 Reference documents

The tenderer shall obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, Conditions of Contract and other publications, which are not attached but which are incorporated into the tender document(s) by reference.

#### 2.2.6 Acknowledge and comply with notices

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

#### 2.2.7 Clarification meeting

The tenderer shall attend, where required, a clarification meeting at which tenderers may familiarise themselves with aspects of the proposed work, services or supply and pose questions. Details of the meeting(s) are stated in the General Tender Information (i.e., in item T.1 above).

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

#### 2.2.8 Seek clarification

The tenderer shall request clarification of the tender documents, if necessary, by notifying the CCT at least one week before the closing time stated in the General Tender Information (i.e., in item T.1 above), where possible.

#### 2.2.9 Pricing the tender offer

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

#### 2.2.10 Alterations to documents

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

#### 2.2.11 Alternative tender offers

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

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

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

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

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

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

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

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

#### 2.2.12 Submitting a tender offer

- 2.2.12.1 The tenderer is required to submit one tender offer only on the original tender documents as issued by the CCT, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the Conditions of Contract and described in the Specifications. Only those tenders submitted on the tender documents as issued by the CCT together with all Tender Returnable Documents duly completed and signed will be declared responsive.
- **2.2.12.2** The tenderer shall return the entire tender document to the CCT after completing it in its entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- 2.2.12.3 The tenderer shall sign the original tender offer where required in terms of the Conditions of Tender. The tender shall be signed by a person duly authorised by the tenderer to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation / founding document of the joint venture or any other document signed by all Parties, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner.
- 2.2.12.4 Where a two-envelope system is required in terms of the Conditions of Tender, place and seal the returnable documents listed in the Conditions of Tender in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the CCT's address and identification details stated in the General Tender Information (i.e., item T.1 above), as well as the tenderer's name and contact address.
- 2.2.12.5 The tenderer shall seal the original tender offer and copy packages together in an outer package that states on the outside only the CCT's address and identification details as stated in the General Tender Information. If it is not possible to submit the original tender and the required copies (see 2.2.12.3) in a single envelope, then the tenderer must seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY" in addition to the aforementioned tender submission details.
- **2.2.12.6** The CCT shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- 2.2.12.7 Tender offers submitted by facsimile or e-mail will be rejected by the CCT, unless stated otherwise in

the Conditions of Tender.

**2.2.12.8** By signing the offer part of the Form of Offer (**Section C.2**) the tenderer warrants and agrees that all information provided in the tender submission is true and correct.

- 2.2.12.9 Tenderers shall properly deposit its bid in the designated tender box (as detailed on the front page of this tender document) on or before the closing date and before the closing time, in the relevant tender box at the Tender & Quotation Boxes Office situated on the 2nd floor, Concourse Level, Civic Centre, 12 Hertzog Boulevard, Cape Town. If the tender submission is too large to fit in the allocated box, please enquire at the public counter for assistance.
- 2.2.12.10 The tenderer must record and reference all information submitted contained in other documents for example cover letters, brochures, catalogues, etc. in the Returnable Schedule titled List of Other Documents Attached by Tenderer.

#### 2.2.13 Information and data to be completed in all respects

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

#### 2.2.14 Closing time

- **2.2.14.1** The tenderer shall ensure that the CCT receives the tender offer, together with all applicable documents specified herein, at the address specified in the General Tender Information herein prior to the closing time stated on the front page of the tender document.
- **2.2.14.2** If the CCT extends the closing time stated on the front page of the tender document for any reason, the requirements of these Conditions of Tender apply equally to the extended deadline.
- 2.2.14.3 The CCT shall not consider tenders that are received after the closing date and time for such a tender (late tenders).

#### 2.2.15 Tender offer validity and withdrawal of tenders

- **2.2.15.1** The tenderer shall warrant that the tender offer(s) remains valid, irrevocable and open for acceptance by the CCT at any time for a period of 120 days after the closing date stated on the front page of the tender document.
- 2.2.15.2 Notwithstanding the period stated in clause 2.2.15.1 above, bids shall remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the CCT is notified in writing of anything to the contrary by the bidder. The validity of bids may be further extended by a period of not more than six months subject to mutual agreement by the parties, administrative processes and upon approval by the City Manager, unless the required extension is as a result of an appeal process or court ruling.

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

- **2.2.15.3** A tenderer may request in writing, after the closing date, that its tender offer be withdrawn. Such withdrawal will be permitted or refused at the sole discretion of the CCT after consideration of the reasons for the withdrawal, which shall be fully set out by the tenderer in such written request for withdrawal. Should the tender offer be withdrawn in contravention hereof, the tenderer agrees that:
  - it shall be liable to the CCT for any additional expense incurred or losses suffered by the CCT in having either to accept another tender or, if new tenders have to be invited, the additional expenses incurred or losses suffered by the invitation of new tenders and the subsequent acceptance of any other tender;
  - b) the CCT shall also have the right to recover such additional expenses or losses by set-off against monies which may be due or become due to the tenderer under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the tenderer or on its behalf for the due fulfilment of this or any other tender or contract. Pending

the ascertainment of the amount of such additional expenses or losses, the CCT shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or loss, without prejudice to the CCT's other rights and/or remedies available to it in accordance with any applicable laws.

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

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

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

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

#### 2.2.17 Provide other material

- 2.2.17.1 Tenderer's shall promptly provide, upon request by the CCT, any other material that has a bearing on the tender offer, the tenderer's commercial position (including joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the CCT for the purpose of the evaluation of the tender. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the CCT's request, the CCT may regard the tender offer as non-responsive.
- **2.2.17.2** The tenderer shall provide, on written request by the CCT, where the transaction value inclusive of VAT **exceeds R 10 million**:
  - audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing:
  - b) a certificate signed by the tenderer certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
  - c) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
  - d) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

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

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

#### 2.2.18 Samples, Inspections, tests and analysis

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

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

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

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

#### 2.2.19 Certificates

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

#### 2.2.19.1. Preference Points for Specific Goals

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

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

#### 2.2.19.2 Evidence of tax compliance

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

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

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

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

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

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

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

#### 2.2.21 Claims arising from submission of tender

By responding to the tender herein, the tenderer warrants that it has:

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

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

of the tender.

#### 2.3 The CCT's undertakings

#### 2.3.1 Respond to requests from the tenderer

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

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

#### 2.3.2 Issue Notices

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

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

#### 2.3.3 Opening of tender submissions

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

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

- **2.3.3.2** Announce at the meeting held immediately after the opening of tender submissions, at the closing venue as stated in the General Tender Information, the name of each tenderer whose tender offer is opened and, where possible, the prices indicated.
- **2.3.3.3** Make available a record of the details announced at the tender opening meeting on the CCT's website (<a href="http://www.capetown.gov.za/en/SupplyChainManagement/Pages/default.aspx.">http://www.capetown.gov.za/en/SupplyChainManagement/Pages/default.aspx.</a>)

#### 2.3.4 Two-envelope system

- **2.3.4.1** Where stated in the Conditions of Tender that a two-envelope system is to be followed, the CCT shall open only the technical proposal of tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the Conditions of Tender and announce the name of each tenderer whose technical proposal is opened.
- 2.3.4.2 The CCT shall evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who have submitted responsive technical proposals of the time and place when the financial proposals will be opened. The CCT shall open only the financial proposals of tenderers, who have submitted responsive technical proposals in accordance with the requirements as stated in the Conditions of Tender, and announce the total price and any preference claimed. Return unopened financial proposals to tenderers whose technical proposals were non responsive.

#### 2.3.5 Non-disclosure

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

#### 2.3.6 Grounds for rejection and disqualification

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

#### 2.3.7 Test for responsiveness

- **2.3.7.1** Appoint a Bid Evaluation Committee and determine after opening whether each tender offer properly received:
  - a) complies with the requirements of these Conditions of Tender,
  - b) has been properly and fully completed and signed, and
  - c) is responsive to the other requirements of the tender documents.
- **2.3.7.2** A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the CCT's opinion, would:
  - Detrimentally affect the scope, quality, or performance of the goods, services or supply identified in the Specifications,
  - Significantly change the CCT's or the tenderer's risks and responsibilities under the contract, or
  - 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:
    - line item totals resulting from the product of a unit rate and a quantity in the Price Schedule; or
    - ii) The summation of the prices: or
    - iii) Calculation of individual rates.
- 2.3.8.2 The CCT must correct the arithmetical errors in the following manner:
  - a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
  - b) If pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as tendered shall govern, and the unit rate shall be corrected.
  - c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if Price Schedules apply) to achieve the tendered total of the prices.

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

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

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

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

#### 2.3.9 Clarification of a tender offer

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

#### 2.3.10 Evaluation of tender offers

#### 2.3.10.1 General

- **2.3.10.1.1** The CCT may reduce each responsive tender offer to a comparative price and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the Conditions of Tender.
- **2.3.10.1.2** For evaluation purposes only, the effects of the relevant contract price adjustment methods will be considered in the determination of comparative prices as follows:
  - a) If the selected method is based on bidders supplying rates or percentages for outer years, comparative prices would be determined over the entire contract period based on such rates or percentages.
  - b) If the selected method is based on a formula, indices, coefficients, etc. that is the same for all bidders during the contract period, comparative prices would be the prices as tendered for year one.
  - c) If the selected method is based on a formula, indices, coefficients, etc. that varies between bidders, comparative prices would be determined over the entire contract period based on published indices relevant during the 12 months prior to the closing date of tenders.
  - d) If the selected method includes an imported content requiring rate of exchange variation, comparative prices would be determined based on the exchange rates tendered for the prices as tendered for year one. The rand equivalent of the applicable currency 14 days prior to the closing date of tender will be used (the CCT will check all quoted rates against those supplied by its own bank).
  - e) If the selected method is based on suppliers' price lists, comparative prices would be the prices as tendered for year one.
  - f) If the selected method is based on suppliers' price lists and / or rate of exchange, comparative prices would be determined as tendered for year one whilst taking into account the tendered percentage subject to rate of exchange (see sub clause (d) for details on the calculation of the rate of exchange).
- **2.3.10.1.3** Where the scoring of functionality forms part of a bid process, each member of the Bid Evaluation Committee must individually score functionality. The individual scores must then be interrogated and calibrated if required where there are significant discrepancies. The individual scores must then be added together and averaged to determine the final score.

#### 2.3.10.2 Decimal places

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

#### 2.3.10.3 Scoring of tenders (price and preference)

- [2.3.10.3.1 Points for price will be allocated in accordance with the formula set out in this clause based on the price per item / rates as set out in the **Price Schedule** (Section C.4)
  - Based on the sum of the prices/rates in relation to the estimated quantities.
- 2.3.10.3.2 Points for preference will be allocated in accordance with the provisions of Preference Schedule

and the table in this clause.

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

#### 2.3.10.3.4 Applicable formula:

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

Price shall be scored as follows:

$$Ps = 80 \times (1 - (\underline{Pt - Pmin}))$$
Pmin

Where: Ps is the number of points scored for price;

Pt is the price of the tender under consideration; Pmin is the price of the lowest responsive tender.

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

	Table B1: Awards above R750 000 and up to R50 mil (VAT Inclusive)				
#	Specific goals allocated points	Preference	Evidence	Additional Guidance	
		Points (80/20)			
		Equal/ below R50			
		mil			
	Persons, or categories of persons, historical	y disadvantaged	- (HDI) by unfair discriminatio	n on the basis of	
1	Gender are women (ownership)*		Company Registration	,	
			Certification	Intellectual Property Commission	
	>75% - 100% women ownership: 5 points	5			
	>50% - 75% women ownership: 4 points >25% - 50% women ownership: 3 points	J	• Central Supplier	Report name: CSD Registration report	
	>0% - 25% women ownership: 2 points		Database report		
	0% women ownership = 0 points				
2	Race are black persons (ownership)*	5	B-BBEE certificate;	South African National Accreditation	
	, , , , , , , , , , , , , , , , , , , ,		,	System approved certificate or	
	>75% - 100% black ownership: 5 points			commissioned sworn affidavit	
	>50% - 75% black ownership: 4 points				
	>25% - 50% black ownership: 3 points		1 / 0	• Issued by the Companies and	
	>0% - 25% black ownership: 2 points		Certification	Intellectual Property Commission	
	0% black ownership = 0 points		• Central Supplier	Report name: CSD Registration report	
			Database report	Report Hame. CSD Registration report	
			Database report		
3	Disability are disabled persons	3	Proof of disability	Medical certificate/ South African	
	(ownership)*			Revenue Services disability	
				registration	
	WHO disability guideline >2% ownership: 3 points		Company Registration	Issued by the Companies and	
	>0% - 2% ownership: 1.5 point		Certification	Intellectual Property Commission	
	0% ownership = 0 points		Certification	intellectual Property Commission	
	Reconstruction and Development Programn	ne (RDP) as publi.	shed in Government Gazette		
4	Promotion of Micro and Small	7	B-BBEE status level of	Specifically in line with the respective	
	Enterprises		contributor;	sector codes which the company	
	Micro with a turnover up to R20million			operates,	
	and Small with a turnover up to R80 million as per National Small Enterprise			South African National Accreditation	
	Act, 1996 (Act No.102 of 1996			System approved certificate or	
	7 Net; 1930 (7 Net 740.102 b) 1930			commissioned sworn affidavit	
	SME partnership, sub-contracting, joint				
	venture or consortiums		• South African owned	Certificate of incorporation or	
			enterprises;	commissioned sworn affidavit	
			Financial Statement to	Latest financial statements (1 Year)	
			determine annual	Lacest inidired statements (1 rear)	
			turnover		
-					
	Total points	20			
1					

<sup>\*</sup>Ownership: main tendering entity

#### 2.3.10.5 Risk Analysis

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

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

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

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

#### 2.3.11 Negotiations with preferred tenderers

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

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

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

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

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

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

#### 2.3.12 Acceptance of tender offer

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

- **2.3.12.1** Accept a tender offer(s) which does not, in the CCT's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender document.
- **2.3.12.2** Accept the whole tender or part of a tender or any item or part of any item or items from multiple manufacturers, or to accept more than one tender (in the event of a number of items being offered), and the CCT is not obliged to accept the lowest or any tender.
- **2.3.12.3** Accept the tender offer(s), if in the opinion of the CCT, it does not present any material risk and only if the tenderer(s):
  - a) is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system, preventing participation in the CCT's procurement,
  - b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the

- contract.
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing, complies with the legal requirements, if any, stated in the tender data, and
- e) is able, in the opinion of the CCT, to perform the contract free of conflicts of interest.

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

- **2.3.12.4** The CCT reserves the right not to make an award, or revoke an award already made, where the implementation of the contract may result in reputational risk or harm to the CCT as a result of (inter alia):
- a) reports of poor governance or unethical behaviour, or both;
- b) association with known notorious individuals and family of notorious individuals;
- c) poor performance issues, known to the CCT:
- d) negative media reports, including negative social media reports;
- e) adverse assurance (e.g. due diligence) report outcomes; and
- f) circumstances where the relevant vendor has employed, or is directed by, anyone who was previously employed in the service of the state (as defined in clause 1.53 of the SCM Policy), where the person is or was negatively implicated in any SCM irregularity.
- 2.3.12.5 The CCT reserves the right to nominate a Standby Bidder at the time when an award is made and in the event that a contract is terminated during the execution thereof, the CCT may consider the award of the contract, or non-award, to the Standby Bidder in terms of the procedures included its SCM Policy.

#### 2.3.13 Prepare contract documents

- **2.3.13.1** If necessary, revise documents that shall form part of the contract and that were issued by the CCT as part of the tender documents to take account of:
  - a) Notices issued during the tender period,
  - b) Inclusion of some of the returnable documents, and
  - c) Other revisions agreed between the CCT and the successful tenderer.
- 2.3.13.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

#### 2.3.14 Notice to successful and unsuccessful tenderers

- 2.3.14.1 Before accepting the tender of the successful tenderer the CCT shall notify the successful tenderer in writing of the decision of the CCT's Bid Adjudication Committee to award the tender to the successful tenderer. No rights shall accrue to the successful tenderer in terms of this notice
- **2.3.14.2** The CCT shall, at the same time as notifying the successful tenderer of the Bid Adjudication Committee's decision to award the tender to the successful tenderer, also give written notice to the other tenderers informing them that they have been unsuccessful.

#### 2.3.15 Provide written reasons for actions taken

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

## TENDER DOCUMENT GOODS AND SERVICES



SUPPLY CHAIN MANAGEMENT

SCM - 542 Approved by Branch Manager: February 2024

Version: 10 Page 28 of 80

TENDER NO: 31S/2025/26

TENDER DESCRIPTION: TERM TENDER FOR THE SUPPLY AND DELIVERY OF MAINTENANCE, REPAIR, UPGRADE AND REFURBISHMENT SERVICES FOR HIGH VOLTAGE AIR INSULATED SWITCHGEAR (AIS)

CONTRACT PERIOD: THIRTY-SIX (36) MONTHS FROM THE COMMENCEMENT DATE OF THE CONTRACT

#### THE CONTRACT

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

#### **AND**

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

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

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

#### **C.1 DETAILS OF TENDERER/SUPPLIER** 1.1 Type of Entity (Please tick one box) Individual / Sole Proprietor Close Corporation Company Partnership or Joint Venture or Trust Other: Consortium 1.2 Required Details (Please provide applicable details in full): Name of Company / Close Corporation or Partnership / Joint Venture / Consortium 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 Name: Mr/Ms (Name & Surname) Contact details of the person duly Telephone:(\_ Fax :( \_\_ Cellular Telephone: authorised to represent the tenderer E-mail address: Income tax number **VAT** registration number **SARS Tax Compliance Status PIN CCT Supplier Database Registration** Number (See Conditions of Tender) **National Treasury Central Supplier** Database registration number (See Conditions of Tender) Is tenderer the accredited representative in South Africa for the Goods / Services / □No ☐Yes Works offered? If yes, enclose proof Is tenderer a foreign based supplier for ∏No the Goods / Services / Works offered? If yes, answer the Questionnaire to Bidding Foreign Suppliers (below) Questionnaire to Bidding Foreign a) Is the tenderer a resident of the Republic of South Africa or an entity **Suppliers** registered in South Africa? □No ∐Yes b) Does the tenderer have a permanent establishment in the Republic of South Africa? ☐Yes c) Does the tenderer have any source of income in the Republic of South Africa? □Yes d) Is the tenderer liable in the Republic of South Africa for any form of taxation?

□No

☐Yes

None

Other Required registration numbers

#### C.2.1 FORM OF OFFER AND ACCEPTANCE

# TENDER 31S/2025/26: TERM TENDER FOR THE SUPPLY AND DELIVERY OF MAINTENANCE, REPAIR, UPGRADE AND REFURBISHMENT SERVICES FOR HIGH VOLTAGE AIR INSULATED SWITCHGEAR (AIS) SECTION A: DISCONNECTORS AND EARTH SWITCHES WITH ACTOM AS OFFICIAL AGENT

#### C.2.1.1 Offer (To Be Completed by the Tenderer as Part of Tender Submission)

The tenderer, identified in the offer signature table below,

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

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

SIGNED AT YEAR)	$_{\scriptscriptstyle -}$ (PLACE) ON THE $_{\scriptscriptstyle -}$	(DAY) OF	 (MONTH AND
For and on behalf of the Supplier (Duly Authorised) Name and Surname:		Witness 1 Signature Name and Surname:	
		Witness 2 Signature Name and Surname:	

INITIALS OF CCT OFFICIALS		
1	2	3

#### FORM OF OFFER AND ACCEPTANCE (continued)

# TENDER 31S/2025/26: TERM TENDER FOR THE SUPPLY AND DELIVERY OF MAINTENANCE, REPAIR, UPGRADE AND REFURBISHMENT SERVICES FOR HIGH VOLTAGE AIR INSULATED SWITCHGEAR (AIS) SECTION A: DISCONNECTORS AND EARTH SWITCHES WITH ACTOM AS OFFICIAL AGENT

C.2.1.2 Acceptance (To Be Completed by the CCT)

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

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the *Tender Returnable Documents* as well as any changes to the terms of the offer agreed by the tenderer and the CCT during this process of offer and acceptance, are contained in the *Schedule of Deviations* attached to and forming part of this *Form of Offer and Acceptance*. No amendments to or deviations from said documents are valid unless contained in the *Schedule of Deviations*.

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

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

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

Witness 1 Signature Name and Surname:

Witness 2 Signature Name and Surname:

#### FORM OF OFFER AND ACCEPTANCE (continued)

## TENDER 31S/2025/26: TERM TENDER FOR THE SUPPLY AND DELIVERY OF MAINTENANCE, REPAIR, UPGRADE AND REFURBISHMENT SERVICES FOR HIGH VOLTAGE AIR INSULATED SWITCHGEAR (AIS)

## SECTION A: DISCONNECTORS AND EARTH SWITCHES WITH ACTOM AS OFFICIAL AGENT

C.2.1.3 Schedule of Deviations (To be Completed by the CCT upon Acceptance)

#### Notes:

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

1 Subject
Details
2 Subject
Details
3 Subject
Details
Details
4 Subject
Details
Details

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

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the Commencement Date, shall have any meaning or effect between the Parties arising from the agreement.

#### **FORM OF OFFER AND ACCEPTANCE (continued)**

## TENDER 31S/2025/26: TERM TENDER FOR THE SUPPLY AND DELIVERY OF MAINTENANCE, REPAIR, UPGRADE AND REFURBISHMENT SERVICES FOR HIGH VOLTAGE AIR INSULATED SWITCHGEAR (AIS) SECTION A: DISCONNECTORS AND EARTH SWITCHES WITH ACTOM

### C.2.1.4 Confirmation of Receipt (To be Completed by Supplier upon Acceptance)

**AS OFFICIAL AGENT** 

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

he(Day)
Of(Month)
0(year)
(Place)
For the Supplier: Signature(s)
lame(s)
Capacity
Signature and name of witness:
Signature Name Name

#### C.2.2 FORM OF OFFER AND ACCEPTANCE

## TENDER 31S/2025/26: TERM TENDER FOR THE SUPPLY AND DELIVERY OF MAINTENANCE, REPAIR, UPGRADE AND REFURBISHMENT SERVICES FOR HIGH VOLTAGE AIR INSULATED SWITCHGEAR (AIS) SECTION B: CIRCUIT BREAKERS WITH ACTOM AS OFFICIAL AGENT

C.2.2.1 Offer (To Be Completed by the Tenderer as Part of Tender Submission)

The tenderer, identified in the offer signature table below,

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

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

SIGNED AT YEAR)	(PLACE) ON THE _	(DAY) OF	(MONTH AND
For and on behalf of the Supplier (Duly Authorised) Name and Surname:		Witness 1 Signature Name and Surname:	
		Witness 2 Signature Name and Surname:	

INITIALS OF CCT OFFICIALS		
1	2	3

#### FORM OF OFFER AND ACCEPTANCE (continued)

## TENDER 31S/2025/26: TERM TENDER FOR THE SUPPLY AND DELIVERY OF MAINTENANCE, REPAIR, UPGRADE AND REFURBISHMENT SERVICES FOR HIGH VOLTAGE AIR INSULATED SWITCHGEAR (AIS) SECTION B: CIRCUIT BREAKERS WITH ACTOM AS OFFICIAL AGENT

C.2.2.2 Acceptance (To Be Completed by the CCT)

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

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the *Tender Returnable Documents* as well as any changes to the terms of the offer agreed by the tenderer and the CCT during this process of offer and acceptance, are contained in the *Schedule of Deviations* attached to and forming part of this *Form of Offer and Acceptance*. No amendments to or deviations from said documents are valid unless contained in the *Schedule of Deviations*.

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

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

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

Witness 1 Signature
Name and Surname:

Witness 2 Signature Name and Surname:

#### FORM OF OFFER AND ACCEPTANCE (continued)

## TENDER 31S/2025/26: TERM TENDER FOR THE SUPPLY AND DELIVERY OF MAINTENANCE, REPAIR, UPGRADE AND REFURBISHMENT SERVICES FOR HIGH VOLTAGE AIR INSULATED SWITCHGEAR (AIS) SECTION B: CIRCUIT BREAKERS WITH ACTOM AS OFFICIAL AGENT

C.2.2.3 Schedule of Deviations (To be Completed by the CCT upon Acceptance)

#### Notes:

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

1 Subject
Details
2 Subject
Details
3 Subject
Details
4 Subject
Details

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

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the Commencement Date, shall have any meaning or effect between the Parties arising from the agreement.

### **FORM OF OFFER AND ACCEPTANCE (continued)**

## TENDER 31S/2025/26: TERM TENDER FOR THE SUPPLY AND DELIVERY OF MAINTENANCE, REPAIR, UPGRADE AND REFURBISHMENT SERVICES FOR HIGH VOLTAGE AIR INSULATED SWITCHGEAR (AIS) SECTION B: CIRCUIT BREAKERS WITH ACTOM AS OFFICIAL AGENT

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

C.2.2.4 Confirmation of Receipt (To be Completed by Supplier upon Acceptance)

The(Day)
Of (Month)
20 (year)
At(Place)
For the Supplier: Signature(s)
Capacity
Signature and name of witness:
Signature Name

### C.2.3 FORM OF OFFER AND ACCEPTANCE

# TENDER 31S/2025/26: TERM TENDER FOR THE SUPPLY AND DELIVERY OF MAINTENANCE, REPAIR, UPGRADE AND REFURBISHMENT SERVICES FOR HIGH VOLTAGE AIR INSULATED SWITCHGEAR (AIS) SECTION C: DISCONNECTORS AND EARTH SWITCHES WITH HITACHI AS OFFICIAL AGENT

C.2.3.1 Offer (To Be Completed by the Tenderer as Part of Tender Submission)

The tenderer, identified in the offer signature table below,

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

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

5.	accepts full responsibility for the proper execution and fulfilment of all obligations and conditions
	devolving on it in terms of the Contract.

SIGNED AT YEAR)	$_{\scriptscriptstyle -}$ (PLACE) ON THE $_{\scriptscriptstyle -}$	(DAY) OF	(MONTH AND
For and on behalf of the Supplier (Duly Authorised) Name and Surname:		Witness 1 Signature Name and Surname:	
		Witness 2 Signature Name and Surname:	

INITIALS OF CCT OFFICIALS			
1	2	3	

### **FORM OF OFFER AND ACCEPTANCE (continued)**

### TENDER 31S/2025/26: TERM TENDER FOR THE SUPPLY AND DELIVERY OF MAINTENANCE, REPAIR, UPGRADE AND REFURBISHMENT SERVICES FOR HIGH VOLTAGE AIR INSULATED **SWITCHGEAR (AIS)** SECTION C: DISCONNECTORS AND EARTH SWITCHES WITH HITACHI **AS OFFICIAL AGENT**

C.2.3.2 Acceptance (To Be Completed by the CCT)

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

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the Tender Returnable Documents as well as any changes to the terms of the offer agreed by the tenderer and the CCT during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in the Schedule of Deviations.

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

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

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

Witness 1 Signature Name and Surname:

Witness 2 Signature Name and Surname:

### **FORM OF OFFER AND ACCEPTANCE (continued)**

### TENDER 31S/2025/26: TERM TENDER FOR THE SUPPLY AND DELIVERY OF MAINTENANCE, REPAIR, UPGRADE AND REFURBISHMENT SERVICES FOR HIGH VOLTAGE AIR INSULATED SWITCHGEAR (AIS) SECTION C: DISCONNECTORS AND FARTH SWITCHES WITH HITACH

### SECTION C: DISCONNECTORS AND EARTH SWITCHES WITH HITACHI AS OFFICIAL AGENT

C.2.3.3 Schedule of Deviations (To be Completed by the CCT upon Acceptance)

#### Notes:

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

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Details								

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

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the Commencement Date, shall have any meaning or effect between the Parties arising from the agreement.

### **FORM OF OFFER AND ACCEPTANCE (continued)**

## TENDER 31S/2025/26: TERM TENDER FOR THE SUPPLY AND DELIVERY OF MAINTENANCE, REPAIR, UPGRADE AND REFURBISHMENT SERVICES FOR HIGH VOLTAGE AIR INSULATED SWITCHGEAR (AIS) SECTION C: DISCONNECTORS AND EARTH SWITCHES WITH HITACHI

### SECTION C: DISCONNECTORS AND EARTH SWITCHES WITH HITACH AS OFFICIAL AGENT

C.2.3.4 Confirmation of Receipt (To be Completed by Supplier upon Acceptance)

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

The (Day)
Of(Month)
20 (year)
At(Place)
For the Supplier: Signature(s)
Name(s)
Capacity
Signature and name of witness:
Signature

### C.2.4 FORM OF OFFER AND ACCEPTANCE

### TENDER 31S/2025/26: TERM TENDER FOR THE SUPPLY AND DELIVERY OF MAINTENANCE, REPAIR, UPGRADE AND REFURBISHMENT SERVICES FOR HIGH VOLTAGE AIR INSULATED SWITCHGEAR (AIS) SECTION D: CIRCUIT BREAKERS WITH HITACHI AS OFFICIAL AGENT

C.2.4.1 Offer (To Be Completed by the Tenderer as Part of Tender Submission)

The tenderer, identified in the offer signature table below,

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

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

SIGNED AT YEAR)	(PLACE) ON THE _	(DAY) OF	(MONTH AND
For and on behalf of the Supplier (Duly Authorised) Name and Surname:		Witness 1 Signature Name and Surname:	
		Witness 2 Signature Name and Surname:	

INITIALS OF CCT OFFICIALS			
1	2	3	

### FORM OF OFFER AND ACCEPTANCE (continued)

### TENDER 31S/2025/26: TERM TENDER FOR THE SUPPLY AND DELIVERY OF MAINTENANCE, REPAIR, UPGRADE AND REFURBISHMENT SERVICES FOR HIGH VOLTAGE AIR INSULATED SWITCHGEAR (AIS)

### SECTION D: CIRCUIT BREAKERS WITH HITACHI AS OFFICIAL AGENT

C.2.4.2 Acceptance (To Be Completed by the CCT)

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

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the *Tender Returnable Documents* as well as any changes to the terms of the offer agreed by the tenderer and the CCT during this process of offer and acceptance, are contained in the *Schedule of Deviations* attached to and forming part of this *Form of Offer and Acceptance*. No amendments to or deviations from said documents are valid unless contained in the *Schedule of Deviations*.

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

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

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

Name and Surname:

Witness 1 Signature Name and Surname:

Witness 2 Signature Name and Surname:

### FORM OF OFFER AND ACCEPTANCE (continued)

### TENDER 31S/2025/26: TERM TENDER FOR THE SUPPLY AND DELIVERY OF MAINTENANCE, REPAIR, UPGRADE AND REFURBISHMENT SERVICES FOR HIGH VOLTAGE AIR INSULATED SWITCHGEAR (AIS)

### SECTION D: CIRCUIT BREAKERS WITH HITACHI AS OFFICIAL AGENT

C.2.4.3 Schedule of Deviations (To be Completed by the CCT upon Acceptance)

#### Notes:

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

1 Subject	ct	
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2 Subject		
Details		1
3 Subject Details		
4 Subject	ct	
Details	ls	

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

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the Commencement Date, shall have any meaning or effect between the Parties arising from the agreement.

### **FORM OF OFFER AND ACCEPTANCE (continued)**

### TENDER 31S/2025/26: TERM TENDER FOR THE SUPPLY AND DELIVERY OF MAINTENANCE, REPAIR, UPGRADE AND REFURBISHMENT SERVICES FOR HIGH VOLTAGE AIR INSULATED SWITCHGEAR (AIS)

### SECTION D: CIRCUIT BREAKERS WITH HITACHI AS OFFICIAL AGENT

C.2.4.4 Confirmation of Receipt (To be Completed by Supplier upon Acceptance)

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

The(Day)
Of (Month)
20 (year)
At(Place)
For the Supplier: Signature(s)
Name(s)
Signature and name of witness:
Signature

### C.2.5 FORM OF OFFER AND ACCEPTANCE

# TENDER 31S/2025/26: TERM TENDER FOR THE SUPPLY AND DELIVERY OF MAINTENANCE, REPAIR, UPGRADE AND REFURBISHMENT SERVICES FOR HIGH VOLTAGE AIR INSULATED SWITCHGEAR (AIS) SECTION E: DISCONNECTORS AND EARTH SWITCHES WITH ABB AS OFFICIAL AGENT

C.2.5.1 Offer (To Be Completed by the Tenderer as Part of Tender Submission)

The tenderer, identified in the offer signature table below,

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

- 1. confirms that it has examined the documents listed in the Index (including Schedules and Annexures) and has accepted all the Conditions of Tender;
- 2. confirms that it has received and incorporated any and all notices issued to tenderers issued by the CCT:
- 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:

5. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions

- 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**.

devolving on it in terms of the Contract.

SIGNED AT YEAR)	(PLACE) ON THE _	(DAY) OF	(MONTH AND
For and on behalf of the Supplier (Duly Authorised) Name and Surname:		Witness 1 Signature Name and Surname:	
		Witness 2 Signature	

Name and Surname:

INITIALS OF CCT OFFICIALS			
1	2	3	

### FORM OF OFFER AND ACCEPTANCE (continued)

# TENDER 31S/2025/26: TERM TENDER FOR THE SUPPLY AND DELIVERY OF MAINTENANCE, REPAIR, UPGRADE AND REFURBISHMENT SERVICES FOR HIGH VOLTAGE AIR INSULATED SWITCHGEAR (AIS) SECTION E: DISCONNECTORS AND EARTH SWITCHES WITH ABB AS OFFICIAL AGENT

C.2.5.2 Acceptance (To Be Completed by the CCT)

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

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the *Tender Returnable Documents* as well as any changes to the terms of the offer agreed by the tenderer and the CCT during this process of offer and acceptance, are contained in the *Schedule of Deviations* attached to and forming part of this *Form of Offer and Acceptance*. No amendments to or deviations from said documents are valid unless contained in the *Schedule of Deviations*.

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

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

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

Witness 1 Signature Name and Surname:

Witness 2 Signature Name and Surname:

### **FORM OF OFFER AND ACCEPTANCE (continued)**

### TENDER 31S/2025/26: TERM TENDER FOR THE SUPPLY AND DELIVERY OF MAINTENANCE, REPAIR, UPGRADE AND REFURBISHMENT SERVICES FOR HIGH VOLTAGE AIR INSULATED SWITCHGEAR (AIS) SECTION F: DISCONNECTORS AND FARTH SWITCHES WITH ABB AS

### SECTION E: DISCONNECTORS AND EARTH SWITCHES WITH ABB AS OFFICIAL AGENT

C.2.5.3 Schedule of Deviations (To be Completed by the CCT upon Acceptance)

#### Notes:

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

1 Subject
Details
2 Subject
Details
3 Subject
Details
4 Subject
Details

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

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the Commencement Date, shall have any meaning or effect between the Parties arising from the agreement.

### FORM OF OFFER AND ACCEPTANCE (continued)

## TENDER 31S/2025/26: TERM TENDER FOR THE SUPPLY AND DELIVERY OF MAINTENANCE, REPAIR, UPGRADE AND REFURBISHMENT SERVICES FOR HIGH VOLTAGE AIR INSULATED SWITCHGEAR (AIS) SECTION E: DISCONNECTORS AND EARTH SWITCHES WITH ABB AS

### OFFICIAL AGENT C.2.5.4 Confirmation of Receipt (To be Completed by Supplier upon Acceptance)

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

The(Day)
Of(Month)
20 (year)
At(Place)
For the Supplier: Signature(s)
Name(s)
Capacity
Signature and name of witness:
Signature Name

### C.2.6 FORM OF OFFER AND ACCEPTANCE

### TENDER 31S/2025/26: TERM TENDER FOR THE SUPPLY AND DELIVERY OF MAINTENANCE, REPAIR, UPGRADE AND REFURBISHMENT SERVICES FOR HIGH VOLTAGE AIR INSULATED SWITCHGEAR (AIS) SECTION F: CIRCUIT BREAKERS WITH SIEMENS AS OFFICIAL AGENT

C.2.6.1 Offer (To Be Completed by the Tenderer as Part of Tender Submission)

The tenderer, identified in the offer signature table below,

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

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

SIGNED AT YEAR)	$_{\scriptscriptstyle -}$ (PLACE) ON THE $_{\scriptscriptstyle -}$	(DAY) OF	 (MONTH AND
For and on behalf of the Supplier (Duly Authorised) Name and Surname:		Witness 1 Signature Name and Surname:	
		Witness 2 Signature Name and Surname:	

INITIALS OF CCT OFFICIALS				
1	2	3		

### FORM OF OFFER AND ACCEPTANCE (continued)

### TENDER 31S/2025/26: TERM TENDER FOR THE SUPPLY AND DELIVERY OF MAINTENANCE, REPAIR, UPGRADE AND REFURBISHMENT SERVICES FOR HIGH VOLTAGE AIR INSULATED SWITCHGEAR (AIS) SECTION F: CIRCUIT BREAKERS WITH SIEMENS AS OFFICIAL AGENT

C.2.6.2 Acceptance (To Be Completed by the CCT)

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

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the *Tender Returnable Documents* as well as any changes to the terms of the offer agreed by the tenderer and the CCT during this process of offer and acceptance, are contained in the *Schedule of Deviations* attached to and forming part of this *Form of Offer and Acceptance*. No amendments to or deviations from said documents are valid unless contained in the *Schedule of Deviations*.

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

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

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

Witness 1 Signature Name and Surname:

Witness 2 Signature Name and Surname:

### **FORM OF OFFER AND ACCEPTANCE (continued)**

### TENDER 31S/2025/26: TERM TENDER FOR THE SUPPLY AND DELIVERY OF MAINTENANCE, REPAIR, UPGRADE AND REFURBISHMENT SERVICES FOR HIGH VOLTAGE AIR INSULATED SWITCHGEAR (AIS)

### SECTION F: CIRCUIT BREAKERS WITH SIEMENS AS OFFICIAL AGENT

C.2.6.3 Schedule of Deviations (To be Completed by the CCT upon Acceptance)

#### Notes:

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

1 Subject
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3 Subject
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Details
4 Subject
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Details

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

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the Commencement Date, shall have any meaning or effect between the Parties arising from the agreement.

### **FORM OF OFFER AND ACCEPTANCE (continued)**

### TENDER 31S/2025/26: TERM TENDER FOR THE SUPPLY AND DELIVERY OF MAINTENANCE, REPAIR, UPGRADE AND REFURBISHMENT SERVICES FOR HIGH VOLTAGE AIR INSULATED SWITCHGEAR (AIS)

### SECTION F: CIRCUIT BREAKERS WITH SIEMENS AS OFFICIAL AGENT

C.2.6.4 Confirmation of Receipt (To be Completed by Supplier upon Acceptance)

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

(Day)

Tho

The(Day)
Of(Month)
20 (year)
At(Place)
For the Supplier: Signature(s)
Name(s)
Capacity
Signature and name of witness:
Signature Name

### C.2.7 FORM OF OFFER AND ACCEPTANCE

# TENDER 31S/2025/26: TERM TENDER FOR THE SUPPLY AND DELIVERY OF MAINTENANCE, REPAIR, UPGRADE AND REFURBISHMENT SERVICES FOR HIGH VOLTAGE AIR INSULATED SWITCHGEAR (AIS) SECTION G: DISCONNECTORS AND EARTH SWITCHES WITH COELME AS OFFICIAL AGENT

C.2.7.1 Offer (To Be Completed by the Tenderer as Part of Tender Submission)

The tenderer, identified in the offer signature table below,

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

- 6. confirms that it has examined the documents listed in the Index (including Schedules and Annexures) and has accepted all the Conditions of Tender;
- 7. confirms that it has received and incorporated any and all notices issued to tenderers issued by the CCT:
- 8. 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;
- 9. 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:

10. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions

- 9.1 terms and conditions stipulated in this tender document;
- 9.2 specifications stipulated in this tender document; and
- 9.3 at the prices as set out in the **Price Schedule**.

devolving on it in terms of the Contract.

SIGNED AT YEAR)	_ (PLACE) ON THE _	(DAY) OF	(MONTH AND
For and on behalf of the Supplier (Duly Authorised) Name and Surname:		Witness 1 Signature Name and Surname:	
		Witness 2 Signature	

Name and Surname:

INITIALS OF CCT OFFICIALS			
1	2	3	

### FORM OF OFFER AND ACCEPTANCE (continued)

# TENDER 31S/2025/26: TERM TENDER FOR THE SUPPLY AND DELIVERY OF MAINTENANCE, REPAIR, UPGRADE AND REFURBISHMENT SERVICES FOR HIGH VOLTAGE AIR INSULATED SWITCHGEAR (AIS) SECTION G: DISCONNECTORS AND EARTH SWITCHES WITH COELME AS OFFICIAL AGENT

#### C.2.7.2 Acceptance (To Be Completed by the CCT)

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

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the *Tender Returnable Documents* as well as any changes to the terms of the offer agreed by the tenderer and the CCT during this process of offer and acceptance, are contained in the *Schedule of Deviations* attached to and forming part of this *Form of Offer and Acceptance*. No amendments to or deviations from said documents are valid unless contained in the *Schedule of Deviations*.

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

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

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

Witness 1 Signature Name and Surname:

Witness 2 Signature Name and Surname:

### FORM OF OFFER AND ACCEPTANCE (continued)

### TENDER 31S/2025/26: TERM TENDER FOR THE SUPPLY AND DELIVERY OF MAINTENANCE, REPAIR, UPGRADE AND REFURBISHMENT SERVICES FOR HIGH VOLTAGE AIR INSULATED SWITCHGEAR (AIS)

### SECTION G: DISCONNECTORS AND EARTH SWITCHES WITH COELME AS OFFICIAL AGENT

C.2.7.3 Schedule of Deviations (To be Completed by the CCT upon Acceptance)

#### Notes:

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

  1 Subject

  Details

  3 Subject

  Details

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

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the Commencement Date, shall have any meaning or effect between the Parties arising from the agreement.

### **FORM OF OFFER AND ACCEPTANCE (continued)**

# TENDER 31S/2025/26: TERM TENDER FOR THE SUPPLY AND DELIVERY OF MAINTENANCE, REPAIR, UPGRADE AND REFURBISHMENT SERVICES FOR HIGH VOLTAGE AIR INSULATED SWITCHGEAR (AIS) SECTION G: DISCONNECTORS AND EARTH SWITCHES WITH COELME AS OFFICIAL AGENT

C.2.7.4 Confirmation of Receipt (To be Completed by Supplier upon Acceptance)

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

The(D	Day)	
Of(M	Month)	
20 (year)		
AtPI	lace) FIFAGE	
For the Supplier: Signature(s)		
Name(s)		
Capacity		
Signature and name of witness:		
Signature	Name	

**TENDER NO: 95S/2024/25** 

### C.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENT	TERED INTO BET	WEEN THE CCT (HEREINA AND	IFTER CALLED THE "CCT")
(Supplier/Mandatary/Company/C	CC Name)		,
IN TERMS OF SECTION 37(2) AMENDED.	OF THE OCCUPA	ATIONAL HEALTH AND S	AFETY ACT, 85 OF 1993 AS
I,			, representing
in its own right in its own right, do will be performed, and all equi provisions of the Occupational I thereunder.	hereby undertake pment, machinery	to ensure, as far as is reaso or plant used in such a m	onably practicable, that all work nanner as to comply with the
I furthermore confirm that I am/w and assessment monies due to t with an approved licensed comp	he Compensation (		
COID ACT Registration Number	:		
OR Compensation Insurer:		Policy No.:	
I undertake to appoint, where red OHSA and the Regulations and Regulations as well as the Cour Procedures are adhered to as fa	to charge him/them	n with the duty of ensuring th litions of Contract, Way Leav	at the provisions of OHSA and
I further undertake to ensure that and safety agreement separately			
I hereby declare that I have read in this tender and undertake to c			Safety Specifications contained
I hereby also undertake to compand approved in terms thereof.	oly with the Occupa	ational Health and Safety Sp	ecification and Plan submitted
Signed at	on the	day of	20
Witness		Mand	datary
Signed at	on the	day of	20
Witness		for and on be CCT	half of

#### C.4 PRICE SCHEDULE

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

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

### **Pricing Instructions:**

- 4.1 State the rates and prices in Rand unless instructed otherwise in the Conditions of Tender.
- 4.2 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.
- 4.3 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.
- 4.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 4.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule, taking into account pricing instruction 4.20 below. An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the CCT may also perform a risk analysis with regard to the reasonableness of such rates.
- 4.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.
- 4.8 Tenderers are to comply with the following requirements with respect to pricing for items for Sections A F:
  - Tenderers bidding for Section A, must provide prices in Tables A1 and A2 of the pricing schedule
  - Tenderers bidding for Section B, must provide prices in Tables B1 and B2 of the pricing schedule
  - Tenderers bidding for Section C, must provide prices in Tables C1 and C2 of the pricing schedule
  - Tenderers bidding for Section D, must provide prices in Tables D1 and D2 of the pricing schedule
  - Tenderers bidding for Section E, must provide prices in Tables E1 and E2 of the pricing schedule
  - Tenderers bidding for Section F, must provide prices in Tables F1 and F2 of the pricing schedule
  - Tenderers bidding for Section G, must provide prices in Tables G1 and G2 of the pricing schedule
- 4.9 For gases and gas handling plant the following will apply:
- 4.9.1 The prices for all items in Table B1 for Section B and Table F1 for Section F of the pricing schedule

- shall exclude the supply of SF<sub>6</sub> gas and the provision of SF<sub>6</sub> gas handling plant.
- 4.9.2 The prices for all items in Table D1 for Section D of the pricing schedule shall exclude the supply of O<sub>2</sub>, CO<sub>2</sub> and SF<sub>6</sub> gases and the provision of SF<sub>6</sub> gas handling plant as well as O<sub>2</sub>, CO<sub>2</sub> handling equipment.
- 4.9.3 The rates for  $O_2$ ,  $CO_2$  and  $SF_6$  gases as well as  $SF_6$ ,  $O_2$  and  $CO_2$  gas handling plant are as per clauses 5.10.29, 5.10.30 and 5.12 of this specification. The gasses shall be supplied in approximate gas cylinders sizes as follows: 50kg for  $SF_6$ ; 30kg for  $SF_6$ ; 30kg for  $SF_6$ 0.
- 4.9.4 CCT, should this be deemed to serve in its best interest, reserves the right to supply O<sub>2</sub>, CO<sub>2</sub> and SF<sub>6</sub> gas
- 4.9.5 CCT, reserves the right to provide the SF<sub>6</sub> gas handling plant provided that such plant is returned to CCT fully serviced on completion of the works.
- 4.10 For items not listed in this schedules, the following will apply:
- 4.10.1 Maintenance kits, spares and components not listed in pricing schedules: the service provider shall supply various OEM approved or certified equivalent spares or components that are compatible with the equipment at a cost price plus 10% mark-up upon request and approval by CCT. Cost price shall be inclusive of 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 CCT delivery address in Cape Town.
- 4.10.2 Specialised services: the service provider shall supply specialised services required to execute the work at a cost price plus 10% mark-up. Cost price shall be inclusive of all costs incurred to deliver the specialised services but exclude profit.
- 4.10.3 For all work not specifically priced for in the items, including routine inspections as defined in clauses 5.11.1.1 and 5.11.2.1 in Section C5 Specification(s) and routine inspections and preventative maintenance on instrument current and voltage transformers as defined in clause 5.11.3 in Section C5 Specification(s), the rates provided in the applicable section viz. Tables A2, B2, C2, D2, E2, F2 or G2 as well a the other provisions under this pricing instruction, 4.10, will be used to perform the work.
- 4.10.4 The costs for Domestic flights will be dealt with on a proven cost plus 10% mark-up basis and will require prior CCT approval.
- 4.10.5 Prices must be reasonable and market related and proven with supporting documentation such as quotations/invoices for ordered parts, services or costs incurred.
- 4.11 The normal working hours are any 8-hour period up to 16:00 during the week. No planned work will be done out of normal working hours without prior approval of the City of Cape Town representative. Overtime (as agreed by the City of Cape Town Representative) After hours and Saturday time rates shall be the rates stated above multiplied by a factor of 1.5 (excluding items mentioned in 4.12 below). The Sunday and Public Holiday time rates shall be the rates stated above multiplied by a factor of 2.0. These factors are in terms of the Basic Conditions of Employment Act. If a priced item includes labour at the normal working hour rate, only the difference between the normal time and applicable overtime rate will be added to the priced item.
- 4.12 The Service provider shall request in writing approval prior to working overtime. Approval will be granted at the discretion of CCT. The Service provider shall, at request of CCT, indicate the benefit of the overtime to the Department. Emergency repairs will be exempted from the above prior approval process. Overtime shall be in accordance with the Basic Conditions of the Employment Act.
- 4.13 The service provider shall be responsible for providing accurate records of transport used, kilometers travelled and hours of use of plant as part of a claim/invoice. The service provider will reasonably be required to provide any additional information deemed necessary by CCT in order to process claims/invoices.
- 4.14 Should the deployment of resources require flights and accommodation, flights shall be economy class for domestic travel and accommodation shall be guest houses, bed and breakfast or 3-star hotel accommodation which shall be in an area as close as possible to the respective sites. Site address details are provided in clause 5.6 of the specifications.
- 4.15 Site Establishment Planned Maintenance Work

For local out of town resource deployment the price shall include:

- Resource costs (including daily allowance) for travel time to and from Cape Town
- Cost of transport to and from Cape Town

- Accommodation required during travel and first night accommodation
- Project Manager's cost
- Preliminaries & General costs (detailed breakdown should be provided and attached to the pricing schedule)
- 4.16 Site Establishment for Unplanned Work

For local out of town resource deployment the price shall include:

- Resource costs (including daily allowance) for travel time to and from Cape Town
- Cost of transport to and from Cape Town
- Accommodation required during travel and first night accommodation
- Preliminaries & General costs (detailed breakdown should be provided and attached to the pricing schedule)
- 4.17 The out of town allowance shall include all food costs, excluding accommodation
- 4.18 The per day rate for the training course shall be the cost for the training instructor and training material only. The accommodation, transport and out of town allowance will be dealt with using the rates provided for in the applicable section as well as flights, where applicable, provided for in pricing instruction 4.10.4. The venues for the training shall be provided by CCT.
- 4.19 The application of High Ratio Calcium Sulfonate Alkyd as per clause in 5.14.2 of the specification which will be dealt with using the labour rates for the service technician as provided for in the applicable section tables A2, B2, C2, D2, E2, F2 and G2.
- 4.20 Items A2.6 in Section A, B2.8 in Section B, C2.6 in Section C, D2.8 in Section D, E2.6 in Section E, F2.8 in Section F and G2.6 in Section G will not be included in the evaluation process but will be included as part of the offer of the successful bidder.

INITIALS OF CCT OFFICIALS				
1 2 3				

### SECTION A: DISCONNECTORS AND EARTH SWITCHES WITH ACTOM AS OFFICIAL AGENT

#### **TABLE A1: PREVENTATIVE MAINTENANCE**

Supply and delivery of maintenance, repair, upgrade and refurbishment work for High Voltage Air insulated Switchgear. This shall be performed as per the manufacturer's latest OEM protocols and/or scope of work. It includes all management, administrative costs, labour costs, testing, commissioning and consumables. Refer to requirements in specifications clause 5.11.1.

The prices shall exclude OEM approved or certified equivalent service kits and materials which will be dealt with as provided for in pricing instruction 4.10.

The prices shall exclude the application of High Ratio Calcium Sulfonate Alkyd which will be dealt with as stipulated in pricing instruction 4.19.

Item Description		Preventative maintenance as per specification clause 5.11.1
		Prices (exclusive of VAT)
A1.1	Alstom: CS 330 operating at 66kV	R
A1.2	Alstom: DSB 72/1250 operating at 66kV	R
A1.3	Alstom: DSB 72/1600 operating at 66kV	R
A1.4	Alstom: DSB 72/2000 operating at 66kV	R
A1.5	Alstom: SSB 72/1600 operating at 66kV	R
A1.6	Alstom: AEB 72 E/S operating at 66kV	R
A1.7	Alstom: S1F/2000 operating at 66kV	R
A1.8	Alstom: S1FT/2000 operating at 66kV	R
A1.9	Alstom: STA/2000 operating at 66kV	R
A1.10	Alstom: S1F/2000 operating at 132kV	R
A1.11	Alstom: S1FT/2000 operating at 132kV	R
A1.12	Alstom: STA/2000 operating at 132kV	R
A1.13	Alstom: DSB 145/1600 operating at 132kV	R
A1.14	Alstom: AEB 145 E/S operating at 132kV	R
A1.15	Areva: 2S3C 145/2500 operating at 132kV	R
A1.16	Cullinan: DSB 72/800 operating at 33kV	R

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Item	Description	Preventative maintenance as per specification clause 5.11.1  Prices (exclusive of VAT)
A1.17	Cullinan: DSB 72/1600 operating at 66kV	R
A1.18	Cullinan: SSB 72/800 operating at 66kV	R
A1.19	Cullinan: SSB 72/1250 operating at 66kV	R
A1.20	Cullinan: AEB 72 E/S operating at 66kV	R
A1.21	Hudaco: DSB 72/1250 operating at 66kV	R
A1.22	Hudaco: AEB 72 E/S operating at 66kV	R

### TABLE A2 - Labour, Transport, Material, Plant, Training and Other rates

The labour rates in this schedule are for work outside the scope of maintenance specified for the specific types of AIS and will include work such as repairs, any OEM recommended upgrades and refurbishment. The transport, plant and other rates are applicable to all work including normal maintenance work.

ITEM	DESCRIPTION	UNIT	UNIT PRICE (EXCL. VAT)
A2.1	Technical Support (Labour) – Normal Time (see pricing instruction 4.11)		
A2.1.1	Senior Service Technician/Site Supervisor (8 hrs).	Per hour	R
A2.1.2	Service Technician normal working hours (8 hrs).	Per hour	R
A2.1.3	Semi-skilled Worker normal working hours (8 hrs).	Per hour	R
A2.2	Senior Service Technician/Site Supervisor (Overtime) (see pricing instructions 4.11 and 4.12)		
A2.2.1	Weekdays	Per hour	R
A2.2.2	Saturdays	Per hour	R
A2.2.3	Sundays and Public Holidays	Per hour	R
A2.3	Service Technician (Overtime) (see pricing instructions 4.11 and 4.12)		
A2.3.1	Weekdays	Per hour	R
A2.3.2	Saturdays	Per hour	R
A2.3.3	Sundays and Public Holidays	Per hour	R
A2.4	Semi-skilled worker / Technician Assistant (Overtime) (see pricing instructions 4.11 and 4.12)		
A2.4.1	Weekdays	Per hour	R
A2.4.2	Saturdays	Per hour	R
A2.4.3	Sundays and Public Holidays	Per hour	R
A2.5	Transport (see pricing instruction 4.13)		
A2.5.1	Sedan	Per km	R
A2.5.2	LDV/Panel Van	Per km	R

ITEM	DESCRIPTION	UNIT	UNIT PRICE (EXCL. VAT)
A2.6	Training (See pricing instructions 4.18 and 4.20 as well as specification clause 5.25)  First line maintenance training course (5 people)	Per day	R
A2.7	Other		
A2.7.1	Accommodation (see pricing instruction 4.14)	Per day	R
A2.7.2	Costs of compiling a generic health and safety file as per specification clauses 5.10.31 and 5.27	Each	R
A2.8	Site establishment / De-establishment & Out of town allowance (see pricing instructions 4.14, 4.15, 4.16 and 4.17)		
A2.8.1	Local resource deployment for planned maintenance work	Per site	R
A2.8.2	Local resource deployment for unplanned work	Per site	R
A2.8.3	Out of town allowance for local resource deployed	Per person / day	R

TENDER NO: DP8938S/2024/25

#### SECTION B: CIRCUIT BREAKERS WITH ACTOM AS OFFICIAL AGENT

### **TABLE B1: PREVENTATIVE MAINTENANCE**

Supply and delivery of maintenance, repair, upgrade and refurbishment work for High Voltage Air insulated Switchgear. This shall be performed as per the manufacturer's latest OEM protocols and/or scope of work. It includes all management, administrative costs, labour costs, testing, commissioning and consumables. Refer to requirements in specification clause 5.11.2

The prices shall exclude OEM approved or certified equivalent service kits and materials which will be dealt with as provided for in pricing instruction 4.10.

The prices shall exclude the application of High Ratio Calcium Sulfonate Alkyd which will be dealt with as stipulated in pricing instruction 4.19.

	Description	Prices (exclusive of VAT)
Item		Preventative maintenance as per specification clause 5.11.2
B1.1	AEG Berlin: S1-72.5F1/2520 operating at 66kV	R
B1.2	Alstom: FXT9 operating at 66kV	R
B1.3	Alstom: S1-72.5F1/2520 operating at 66kV	R
B1.4	Alstom: GL312F1 operating at 132kV	R
B1.5	Areva: GL309F1 operating at 66kV	R
B1.6	Areva: GL309 operating at 66kV	R
B1.7	Areva: GL312F1P operating at 132kV	R

### TABLE B2 - Labour, Transport, Material, Plant, Training and Other rates

The labour rates in this schedule are for work outside the scope of maintenance specified for the specific types of AIS and will include work such as repairs, any OEM recommended upgrades and refurbishment. The transport, plant, material and other rates are applicable to all work including normal maintenance work.

ITEM	DESCRIPTION	UNIT	UNIT PRICE (EXCL. VAT)
B2.1	Technical Support (Labour) – Normal Time (see pricing instruction 4.11)		
B2.1.1	Senior Service Technician/Site Supervisor normal working hours (8 hrs).	Per hour	R
B2.1.2	Service Technician normal working hours (8 hrs).	Per hour	R
B2.1.3	Semi-skilled Worker normal working hours (8 hrs).	Per hour	R
B2.2	Senior Service Technician/Site Supervisor (Overti	me) (see pricing ins	tructions 4.11 and 4.12)
B2.2.1	Weekdays	Per hour	R
B2.2.2	Saturdays	Per hour	R
B2.2.3	Sundays and Public Holidays	Per hour	R
B2.3	Service Technician (Overtime) (see pricing instructions 4.11 and 4.12)		
B2.3.1	Weekdays	Per hour	R
B2.3.2	Saturdays	Per hour	R
B2.3.3	Sundays and Public Holidays	Per hour	R
B2.4	Semi-skilled worker / Technician Assistant (Overti	ime) (see pricing ins	tructions 4.11 and 4.12)
B2.4.1	Weekdays	Per hour	R
B2.4.2	Saturdays	Per hour	R
B2.4.3	Sundays and Public Holidays	Per hour	R
B2.5	Transport (see pricing instruction 4.13)		
B2.5.1	Sedan	Per km	R
B2.5.2	LDV/Panel Van	Per km	R
B2.6	Material (adhoc supplied)		

ITEM	DESCRIPTION	UNIT	UNIT PRICE (EXCL. VAT)
B2.6.1	SF <sub>6</sub> Gas (supplied in approximately 50kg gas cylinders as per B2.6.2) (see pricing instruction 4.9.3 and 4.9.4)	Per kg	R
B2.6.2	Rental of approximately 50kg SF <sub>6</sub> gas cylinder bottle for gas supplied in B2.6.1 (see pricing instruction 4.9.3 and 4.9.4)	Per month	R
B2.7	Plant		
B2.7.1	SF <sub>6</sub> Gas handling Plant (see pricing instruction 4.9.5)	Per day	R
B2.7.2	Transport of plant to and from Cape Town (if required)	Per Request	R
B2.8	Training (See pricing instructions 4.18 and 4.20 as well as specification clause 5.25)	Per day	R
	First line maintenance training course (5 people)		
B2.9	Other		
B2.9.1	Accommodation (see pricing instruction 4.14)	Per day	R
B2.9.2	Costs of compiling a generic health and safety file as per specification clauses 5.10.31 and 5.27	Each	R
B2.10	Site establishment / De-establishment and Out of Town Allowance (see pricing instructions 4.14, 4.15, 4.16 and 4.17)		
B2.10.1	Local resource deployment for planned maintenance work	Per site	R
B2.10.2	Local resource deployment for unplanned work	Per site	R
B2.10.3	Out of town allowance for local resource deployed	Per person / day	R

#### SECTION C: DISCONNECTORS AND EARTH SWITCHES WITH HITACHI AS OFFICIAL AGENT

#### **TABLE C1: PREVENTATIVE MAINTENANCE**

Supply and delivery of maintenance, repair, upgrade and refurbishment work for High Voltage Air insulated Switchgear. This shall be performed as per the manufacturer's latest OEM protocols and/or scope of work. It includes all management, administrative costs, labour costs, testing, commissioning and consumables. Refer to requirements in specifications clause 5.11.1.

The prices shall exclude OEM approved or certified equivalent service kits and materials which will be dealt with as provided for in pricing instruction 4.10.

The prices shall exclude the application of High Ratio Calcium Sulfonate Alkyd which will be dealt with as stipulated in pricing instruction 4.19.

Item	Description	Preventative maintenance as per specification clause 5.11.1  Prices (exclusive of VAT)
C1.1	ABB: DOC132 operating at 66kV	R
C1.2	ABB: eDB 72.5/1600 operating at 66kV	R
C1.3	ABB: eDB145/2500 operating at 132kV	R
C1.4	BBC: DOCE7208 operating at 66kV	R

### TABLE C2 - Labour, Transport, Material, Plant, Training and Other rates

The labour rates in this schedule are for work outside the scope of maintenance specified for the specific types of AIS and will include work such as repairs, any OEM recommended upgrades and refurbishment. The transport, plant and other rates are applicable to all work including normal maintenance work.

ITEM	DESCRIPTION	UNIT	UNIT PRICE (EXCL. VAT)
C2.1	Technical Support (Labour) – Normal Time (see pricing instruction 4.11)		
C2.1.1	Senior Service Technician/Site Supervisor normal working hours (8 hrs).	Per hour	R
C2.1.2	Service Technician normal working hours (8 hrs).	Per hour	R
C2.1.3	Semi-skilled Worker normal working hours (8 hrs).	Per hour	R
C2.2	Senior Service Technician/Site Supervisor (Overtime) (see pricing instructions 4.11 and 4.12)		
C2.2.1	Weekdays	Per hour	R
C2.2.2	Saturdays	Per hour	R
C2.2.3	Sundays and Public Holidays	Per hour	R
C2.3	Service Technician (Overtime) (see pricing instructions 4.11 and 4.12)		
C2.3.1	Weekdays	Per hour	R
C2.3.2	Saturdays	Per hour	R
C2.3.3	Sundays and Public Holidays	Per hour	R
C2.4	Semi-skilled worker / Technician Assistant (Overtime) (see pricing instructions 4.11 and 4.12)		
C2.4.1	Weekdays	Per hour	R
C2.4.2	Saturdays	Per hour	R
C2.4.3	Sundays and Public Holidays	Per hour	R
C2.5	Transport (see pricing instruction 4.13)		
C2.5.1	Sedan	Per km	R
C2.5.2	LDV/Panel Van	Per km	R

ITEM	DESCRIPTION	UNIT	UNIT PRICE (EXCL. VAT)
C2.6	Training (See pricing instructions 4.18 and 4.20 as well as specification clause 5.25)  First line maintenance training course (5 people)	Per day	R
C2.7	Other		
C2.7.1	Accommodation (see pricing instruction 4.14)	Per day	R
C2.7.2	Costs of compiling a generic health and safety file as per specification clauses 5.10.31 and 5.27	Each	R
C2.8	Site establishment / De-establishment & Out of town allowance (see pricing instructions 4.14, 4.15, 4.16 and 4.17)		
C2.8.1	Local resource deployment for planned maintenance work	Per site	R
C2.8.2	Local resource deployment for unplanned work	Per site	R
C2.8.3	Out of town allowance for local resource deployed	Per person / day	R

TENDER NO: DP8938S/2024/25

#### SECTION D: CIRCUIT BREAKERS WITH HITACHI AS OFFICIAL AGENT

### **TABLE D1: PREVENTATIVE MAINTENANCE**

Supply and delivery of maintenance, repair, upgrade and refurbishment work for High Voltage Air insulated Switchgear. This shall be performed as per the manufacturer's latest OEM protocols and/or scope of work. It includes all management, administrative costs, labour costs, testing, commissioning and consumables. Refer to requirements in specification clause 5.11.2

The prices shall exclude OEM approved or certified equivalent service kits and materials which will be dealt with as provided for in pricing instruction 4.10.

The prices shall exclude the application of High Ratio Calcium Sulfonate Alkyd which will be dealt with as stipulated in pricing instruction 4.19.

Item	Description	Prices (exclusive of VAT)  Preventative maintenance as per specification clause 5.11.2
D1.1	ABB: EDF SK1-1 operating at 66kV	R
D1.2.1	ABB: LTA 72.5D1/B operating at 66kV	R
D1.2.2	ABB: NVA Earth Switch with SM800 operating mechanism	R
D1.3.1	ABB: LTA 72.5D1/B DCB operating at 66kV	R
D1.3.2	ABB: NVA Earth Switch with SM800 operating mechanism	R
D1.4	ABB: LTB 145D1 operating at 132kV	R

# TABLE D2 - Labour, Transport, Material, Plant, Training and Other rates

The labour rates in this schedule are for work outside the scope of maintenance specified for the specific types of AIS and will include work such as repairs, any OEM recommended upgrades and refurbishment. The transport, plant, material and other rates are applicable to all work including normal maintenance work.

ITEM	DESCRIPTION	UNIT	UNIT PRICE (EXCL. VAT)
D2.1	Technical Support (Labour) – Normal Time (see pricing instruction 4.11)		
D2.1.1	Senior Service Technician/Site Supervisor normal working hours (8 hrs).	Per hour	R
D2.1.2	Service Technician normal working hours (8 hrs).	Per hour	R
D2.1.3	Semi-skilled Worker normal working hours (8 hrs).	Per hour	R
D2.2	Senior Service Technician/Site Supervisor (Overti	me) (see pricing ins	tructions 4.11 and 4.12)
D2.2.1	Weekdays	Per hour	R
D2.2.2	Saturdays	Per hour	R
D2.2.3	Sundays and Public Holidays	Per hour	R
D2.3	Service Technician (Overtime) (see pricing instructions 4.11 and 4.12)		
D2.3.1	Weekdays	Per hour	R
D2.3.2	Saturdays	Per hour	R
D2.3.3	Sundays and Public Holidays	Per hour	R
D2.4	Semi-skilled worker / Technician Assistant (Overti	ime) (see pricing ins	tructions 4.11 and 4.12)
D2.4.1	Weekdays	Per hour	R
D2.4.2	Saturdays	Per hour	R
D2.4.3	Sundays and Public Holidays	Per hour	R
D2.5	Transport (see pricing instruction 4.13)		
D2.5.1	Sedan	Per km	R
D2.5.2	LDV/Panel Van	Per km	R
D2.6	Material (adhoc supplied)		

ITEM	DESCRIPTION	UNIT	UNIT PRICE (EXCL. VAT)
D2.6.1	SF <sub>6</sub> Gas (supplied in approximately 50kg gas cylinders as per D2.6.2) (see pricing instruction 4.9.3 and 4.9.4)	Per kg	R
D2.6.2	Rental of approximately 50kg SF <sub>6</sub> gas cylinder bottle for gas supplied in D2.6.1 (see pricing instruction 4.9.3 and 4.9.4)	Per month	R
D2.6.3	Circuit breaker O <sub>2</sub> Gas (supplied in approximately 10kg gas cylinders as per D2.6.4) (see pricing instruction 4.9.3 and 4.9.4)	Per kg	R
D2.6.4	Rental of approximately 10kg per O <sub>2</sub> gas cylinder bottle for gas supplied in D2.6.3 (see pricing instruction 4.9.3 and 4.9.4)	Per month	R
D2.6.5	Circuit breaker CO <sub>2</sub> Gas supplied in approximately 30kg gas cylinders as per D2.6.6) (see pricing instruction 4.9.3 and 4.9.4)	Per kg	R
D2.6.6	Rental of approximately 30kg CO <sub>2</sub> gas cylinder bottle for gas supplied in D2.6.5 (see pricing instruction 4.9.3 and 4.9.4)	Per month	R
D2.7	Plant		
D2.7.1	SF <sub>6</sub> Gas handling Plant (see pricing instruction 4.9.5)	Per day	R
D2.7.2	Transport of SF6 Gas handling Plant to and from Cape Town (if required)	Per Request	R
D2.7.3	O <sub>2</sub> and CO <sub>2</sub> gas handling equipment (see pricing instruction 4.9.5)	Per day	R
D2.7.4	Transport of O2 and CO2 gas handling plant to and from Cape Town (if required)	Per Request	R
D2.8	Training (See pricing instructions 4.18 and 4.20 as well as specification clause 5.25)  First line maintenance training course (5 people)	Per day	R
D2.9	Other		
D2.9.1	Accommodation (see pricing instruction 4.14)	Per day	R
D2.9.2	Costs of compiling a generic health and safety file as per specification clauses 5.10.31 and 5.27	Each	R
D2.10	Site establishment / De-establishment and Out of 4.15, 4.16 and 4.17)	Town Allowance (se	e pricing instructions 4.14,
D2.10.1	Local resource deployment for planned maintenance work	Per site	R
D2.10.2	Local resource deployment for unplanned work	Per site	R
D2.10.3	Out of town allowance for local resource deployed	Per person / day	R

## SECTION E: DISCONNECTORS AND EARTH SWITCHES WITH ABB AS OFFICIAL AGENT

## **TABLE E1: PREVENTATIVE MAINTENANCE**

Supply and delivery of maintenance, repair, upgrade and refurbishment work for High Voltage Air insulated Switchgear. This shall be performed as per the manufacturer's latest OEM protocols and/or scope of work. It includes all management, administrative costs, labour costs, testing, commissioning and consumables. Refer to requirements in specifications clause 5.11.1.

The prices shall exclude OEM approved or certified equivalent service kits and materials which will be dealt with as provided for in pricing instruction 4.10.

The prices shall exclude the application of High Ratio Calcium Sulfonate Alkyd which will be dealt with as stipulated in pricing instruction 4.19.

Item	Description	Preventative maintenance as per specification clause 5.11.1	
		Prices (exclusive of VAT)	
E1.1	Reyrolle: DSB 72/1250 operating at 66kV	R	
E1.2	Reyrolle: DSB 72/1600 operating at 66kV	R	
E1.3	Reyrolle: SSB 72/1200 operating at 66kV	R	
E1.4	Reyrolle: AEB 72 E/S operating at 66kV	R	
E1.5	Reyrolle: DSB 145/1600 operating at 132kV	R	
E1.6	Reyrolle: DSB 145/2000 operating at 132kV	R	
E1.7	Reyrolle: DSB 145/2500 operating at 132kV	R	
E1.8	Reyrolle: AEB 145 E/S operating at 132kV	R	

# TABLE E2 - Labour, Transport, Material, Plant, Training and Other rates

The labour rates in this schedule are for work outside the scope of maintenance specified for the specific types of AIS and will include work such as repairs, any OEM recommended upgrades and refurbishment. The transport, plant and other rates are applicable to all work including normal maintenance work.

ITEM	DESCRIPTION	UNIT	UNIT PRICE (EXCL. VAT)
E2.1	Technical Support (Labour) – Normal Time (see pricing instruction 4.11)		
E2.1.1	Senior Service Technician/Site Supervisor normal working hours (8 hrs).	Per hour	R
E2.1.2	Service Technician normal working hours (8 hrs).	Per hour	R
E2.1.3	Semi-skilled Worker normal working hours (8 hrs).	Per hour	R
E2.2	Senior Service Technician/Site Supervisor (Overti	me) (see pricing inst	tructions 4.11 and 4.12)
E2.2.1	Weekdays	Per hour	R
E2.2.2	Saturdays	Per hour	R
E2.2.3	Sundays and Public Holidays	Per hour	R
E2.3	Service Technician (Overtime) (see pricing instructions 4.11 and 4.12)		
E2.3.1	Weekdays	Per hour	R
E2.3.2	Saturdays	Per hour	R
E2.3.3	Sundays and Public Holidays	Per hour	R
E2.4	Semi-skilled worker / Technician Assistant (Overti	ime) (see pricing ins	tructions 4.11 and 4.12)
E2.4.1	Weekdays	Per hour	R
E2.4.2	Saturdays	Per hour	R
E2.4.3	Sundays and Public Holidays	Per hour	R
E2.5	Transport (see pricing instruction 4.13)	Transport (see pricing instruction 4.13)	
E2.5.1	Sedan	Per km	R
E2.5.2	LDV/Panel Van	Per km	R

ITEM	DESCRIPTION	UNIT	UNIT PRICE (EXCL. VAT)
E2.6	Training (See pricing instructions 4.18 and 4.20 as well as specification clause 5.25)  First line maintenance training course (5 people)	Per day	R
E2.7	Other		
E2.7.1	Accommodation (see pricing instruction 4.14)	Per day	R
E2.7.2	Costs of compiling a generic health and safety file as per specification clauses 5.10.31 and 5.27	Each	R
E2.8	Site establishment / De-establishment & Out of town allowance (see pricing instructions 4.14, 4.15, 4.16 and 4.17)		
E2.8.1	Local resource deployment for planned maintenance work	Per site	R
E2.8.2	Local resource deployment for unplanned work	Per site	R
E2.8.3	Out of town allowance for local resource deployed	Per person / day	R

## SECTION F: CIRCUIT BREAKERS WITH SIEMENS AS OFFICIAL AGENT

# **TABLE F1: PREVENTATIVE MAINTENANCE**

Supply and delivery of maintenance, repair, upgrade and refurbishment work for High Voltage Air insulated Switchgear. This shall be performed as per the manufacturer's latest OEM protocols and/or scope of work. It includes all management, administrative costs, labour costs, testing, commissioning and consumables. Refer to requirements in specification clause 5.11.2

The prices shall exclude OEM approved or certified equivalent service kits and materials which will be dealt with as provided for in pricing instruction 4.10.

The prices shall exclude the application of High Ratio Calcium Sulfonate Alkyd which will be dealt with as stipulated in pricing instruction 4.19.

Item	Description	Prices (exclusive of VAT)  Preventative maintenance as per specification clause 5.11.2
F1.1	Siemens: 3AP1FI operating at 66kV	R
F1.2	Siemens: 3AP1FG operating at 66kV	R
F1.3	Siemens: 3AP1FG operating at 132kV	R

# TABLE F2 - Labour, Transport, Material, Plant, Training and Other rates

The labour rates in this schedule are for work outside the scope of maintenance specified for the specific types of AIS and will include work such as repairs, any OEM recommended upgrades and refurbishment. The transport, plant, material and other rates are applicable to all work including normal maintenance work.

ITEM	DESCRIPTION	UNIT	UNIT PRICE (EXCL. VAT)
F2.1	Technical Support (Labour) – Normal Time (see pricing instruction 4.11)		
F2.1.1	Senior Service Technician/Site Supervisor normal working hours (8 hrs).	Per hour	R
F2.1.2	Service Technician normal working hours (8 hrs).	Per hour	R
F2.1.3	Semi-skilled Worker normal working hours (8 hrs).	Per hour	R
F2.2	Senior Service Technician/Site Supervisor (Overtime	ne) (see pricing instruc	etions 4.11 and 4.12)
F2.2.1	Weekdays	Per hour	R
F2.2.2	Saturdays	Per hour	R
F2.2.3	Sundays and Public Holidays	Per hour	R
F2.3	Service Technician (Overtime) (see pricing instructions 4.11 and 4.12)		
F2.3.1	Weekdays	Per hour	R
F2.3.2	Saturdays	Per hour	R
F2.3.3	Sundays and Public Holidays	Per hour	R
F2.4	Semi-skilled worker / Technician Assistant (Overtime) (see pricing instructions 4.11 and 4.12)		ctions 4.11 and 4.12)
F2.4.1	Weekdays	Per hour	R
F2.4.2	Saturdays	Per hour	R
F2.4.3	Sundays and Public Holidays	Per hour	R
F2.5	Transport (see pricing instruction 4.13)		
F2.5.1	Sedan	Per km	R
F2.5.2	LDV/Panel Van	Per km	R
F2.6	Material (adhoc supplied)		

ITEM	DESCRIPTION	UNIT	UNIT PRICE (EXCL. VAT)
F2.6.1	SF <sub>6</sub> Gas (supplied in approximately 50kg gas cylinders as per F2.6.2) (see pricing instruction 4.9.3 and 4.9.4)	Per kg	R
F2.6.2	Rental of approximately 50kg SF <sub>6</sub> gas cylinder bottle for gas supplied in F2.6.1 (see pricing instruction 4.9.3 and 4.9.4)	Per month	R
F2.7	Plant		
F2.7.1	SF <sub>6</sub> Gas handling Plant (see pricing instruction 4.9.5)	Per day	R
F2.7.2	Transport of plant to and from Cape Town (if required)	Per Request	R
F2.8	Training (See pricing instructions 4.18 and 4.20 as well as specification clause 5.25)  First line maintenance training course (5 people)	Per day	R
F2.9	Other		
1 2.3	Other		
F2.9.1	Accommodation (see pricing instruction 4.14)	Per day	R
F2.9.2	Costs of compiling a generic health and safety file as per specification clauses 5.10.31 and 5.27	Each	R
F2.10	Site establishment / De-establishment and Out of Town Allowance (see pricing instructions 4.14, 4.15, 4.16 and 4.17)		ricing instructions 4.14,
F2.10.1	Local resource deployment for planned maintenance work	Per site	R
F2.10.2	Local resource deployment for unplanned work	Per site	R
F2.10.3	Out of town allowance for local resource deployed	Per person / day	R

# SECTION G: DISCONNECTORS AND EARTH SWITCHES WITH COELME AS OFFICIAL AGENT

## **TABLE G1: PREVENTATIVE MAINTENANCE**

Supply and delivery of maintenance, repair, upgrade and refurbishment work for High Voltage Air insulated Switchgear. This shall be performed as per the manufacturer's latest OEM protocols and/or scope of work. It includes all management, administrative costs, labour costs, testing, commissioning and consumables. Refer to requirements in specifications clause 5.11.1.

The prices shall exclude OEM approved or certified equivalent service kits and materials which will be dealt with as provided for in pricing instruction 4.10.

The prices shall exclude the application of High Ratio Calcium Sulfonate Alkyd which will be dealt with as stipulated in pricing instruction 4.19.

Item	Description	Preventative maintenance as per specification clause 5.11.1
		Prices (exclusive of VAT)
G1.1	Coelme: DSB 145/2500 operating at 132kV	R
G1.2	Coelme: CM202 operating at 132kV	R
G1.3	Coelme: AEB 145/2500 E/S operating at 132kV	R

# TABLE G2 - Labour, Transport, Material, Plant, Training and Other rates

The labour rates in this schedule are for work outside the scope of maintenance specified for the specific types of AIS and will include work such as repairs, any OEM recommended upgrades and refurbishment. The transport, plant and other rates are applicable to all work including normal maintenance work.

ITEM	DESCRIPTION	UNIT	UNIT PRICE (EXCL. VAT)
G2.1	Technical Support (Labour) – Normal Time (see pricing instruction 4.11)		
G2.1.1	Senior Service Technician/Site Supervisor normal working hours (8 hrs).	Per hour	R
G2.1.2	Service Technician normal working hours (8 hrs).	Per hour	R
G2.1.3	Semi-skilled Worker normal working hours (8 hrs).	Per hour	R
G2.2	Senior Service Technician/Site Supervisor (Overti	me) (see pricing inst	tructions 4.11 and 4.12)
G2.2.1	Weekdays	Per hour	R
G2.2.2	Saturdays	Per hour	R
G2.2.3	Sundays and Public Holidays	Per hour	R
G2.3	Service Technician (Overtime) (see pricing instructions 4.11 and 4.12)		
G2.3.1	Weekdays	Per hour	R
G2.3.2	Saturdays	Per hour	R
G2.3.3	Sundays and Public Holidays	Per hour	R
G2.4	Semi-skilled worker / Technician Assistant (Overt	ime) (see pricing ins	tructions 4.11 and 4.12)
G2.4.1	Weekdays	Per hour	R
G2.4.2	Saturdays	Per hour	R
G2.4.3	Sundays and Public Holidays	Per hour	R
G2.5	Transport (see pricing instruction 4.13)		
G2.5.1	Sedan	Per km	R
G2.5.2	LDV/Panel Van	Per km	R

ITEM	DESCRIPTION	UNIT	UNIT PRICE (EXCL. VAT)
G2.6	Training (See pricing instructions 4.18 and 4.20 as well as specification clause 5.25)  First line maintenance training course (5 people)	Per day	R
G2.7	Other		
G2.7.1	Accommodation (see pricing instruction 4.14)	Per day	R
G2.7.2	Costs of compiling a generic health and safety file as per specification clauses 5.10.31 and 5.27	Each	R
G2.8	Site establishment / De-establishment & Out of town allowance (see pricing instructions 4.14, 4.15, 4.16 and 4.17)		
G2.8.1	Local resource deployment for planned maintenance work	Per site	R
G2.8.2	Local resource deployment for unplanned work	Per site	R
G2.8.3	Out of town allowance for local resource deployed	Per person / day	R

# C.5 SPECIFICATION(S)

### 5.1 SCOPE OF SPECIFICATION

This specification provides for the maintenance and/or repairs, refurbishment and upgrade of the High Voltage (HV) Air Insulated Switchgear (AIS) as specified. It includes routine inspection, testing of the equipment, supply and delivery of specialised services and materials suitable for the work in accordance with the Original Equipment Manufacturers (OEM) approved or certified equivalent. The specification for maintenance and/or repairs, refurbishment and upgrades for AIS equipment is detailed in the following sections:

- Section A: Disconnectors and Earth Switches with Actom as official agent
- Section B: Circuit Breakers with Actom as official agent
- Section C: Disconnectors and Earth Switches with Hitachi as official agent
- Section D: Circuit Breakers with Hitachi as official agent
- Section E: Disconnectors and Earth Switches with ABB as official agent
- Section F: Circuit Breakers with Siemens as official agent
- Section G: Disconnectors and Earth Switches with Coelme as official agent

#### 5.2 TYPICAL ABBREVIATIONS

ABBREVIATION	DEFINITION
HV	High Voltage.
OEM	Original Equipment Manufacturer.
OHS	Occupational Health and Safety Act.
NRS	National Regulatory Standard for High Voltage Systems.
CCT	City of Cape Town.
AIS	Air Insulated Switchgear.
DSB	Double Side Break
SSB	Single Side Break
ES	Earth Switch

### 5.3 **DEFINITIONS**

**Double Side Break** - An electrical switch used to interrupt or isolate an electrical circuit simultaneously at both ends, effectively breaking the circuit at two points for maintenance or safety in high-voltage systems.

**Single Side Break** - An electrical switch used to interrupt or isolate an electrical circuit at one point while keeping the other side connected, commonly employed in high-voltage systems for maintenance and safety purposes.

### 5.4 APPLICABLE STANDARDS SPECIFICATIONS

- 5.4.1 The following documents contain provisions that, whether referenced in the text or not, constitute requirements of this specification. At the time of publication, the editions indicated were valid. All standards and specifications are subject to revision, and parties to agreements based on this specification are encouraged to investigate the possibility of applying the most recent editions of the documents listed below.
- 5.4.2 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. The following standard specifications as revised from time to time shall form part of this Specification.

Standard/Document	Description	
ANSI Standard C29.11	Composite Suspension Insulators for Overhead Transmission Lines	
BS 159	Specification for high-voltage busbars and busbar connections	
BS 1858	Electric cables. Accessories. Bitumen-based filling compounds	
BS 3288	Insulator and conductor fittings for overhead power lines	
BS 6121	Mechanical cable glands	
BS 7354	Code of practice for design of high-voltage open terminal stations	
BS EN 10143	Continuously hot-dip metal coated steel sheet and strip	
BS EN 12020	Aluminium and aluminium alloys. Extruded precision profiles in alloys	
BS EN 13601	Copper and copper alloys	
BS EN 22063	Thermal spraying - zinc, aluminium and their alloys	
BS EN 515	Aluminium and aluminium alloys – wraught products temper designations	
BS EN 573	Aluminium and aluminium alloys - chemical composition and form	
BS EN 60137	Insulated bushings for alternating voltages above 1 kV	
BS EN 755	Aluminium and aluminium alloys - extruded rod/bar, tubes or profiles	
BO EN 700	disconnectors and earthing switches	
DSP 0013	Distribution Current Transformers (Eskom)	
DSP 34-1206	Standard sub transmission lines Section 9: Steel mono pole 132 kV	
200	compact line tower series	
DSP 34-510	Outdoor Post and Long Rod Insulators for New and refurbished Powerlines	
	for 66 kV and 132 kV Lines	
ENA 41-11	Tubular aluminium busbars, connections and terminals fittings for 132 kV	
	outdoor substations	
IEC 60051	Direct acting indicating analogue electrical measuring instruments and	
	their accessories	
IEC 60068-2	Environmental testing	
IEC 60085	Electrical insulation - Thermal classification	
IEC 60112	Method for determining the comparative and the proof tracking indices of	
	solid insulating materials under moist conditions	
IEC 60376	Specification and acceptance of new sulphur hexafluoride	
IEC 60455	Resin based reactive compounds used for electrical insulation	
IEC 60688	Electrical measuring transducers for converting a.c. electrical quantities	
	into d.c. electrical quantities	
IEC 61187	Electrical and electronic measuring equipment, documentation	
IEC 61238-1	Compression and mechanical connectors for power cables for rated	
	voltages up to 30 kV (Um = 36 kV)	
IEEE Standard 80	IEEE Guide for Safety in Substation Grounding	
ISO 8501-1	Preparation of steel substrates before application of paints and related	
products - visual assessment of surface cleanliness – Part 1 : rus		
	and preparation grades of uncoated steel substrates after overall removal	
NECOS	of previous coatings	
NRS 030	Inductive voltage transformers for rated a.c. voltages from 3,6 kV up to and	
NDC 000	including 145 kV for indoor and outdoor application	
NRS 060	Code of practice for clearances for electrical systems with rated voltages	
NDC 066	up to and including 145 kV, for the safety of persons	
NRS 066 NRS 087	Medium voltage insulators	
NRS 007	Guidelines for the management of SF <sub>6</sub> (Sulfur hexafluoride) for use in electrical equipment	
NRS 092	Current transformers for rated a.c. voltages from 3,6 kV up to and including	
NRS 092	420 kV (maximum voltage for equipment)	
SANS 10064	The preparation of steel surfaces for coating	
SANS 10004 SANS 10142-1	The wiring of premises Part 1 : Low-voltage installations	
SANS 10142-1	Standard voltages, currents and insulation levels for electricity supply	
SANS 1019 SANS 10280-1	Code of practise for overhead power lines for conditions prevailing in	
SAINO 10200-1	South Africa	
SANS 1063	Earth rods and couplets	
SANS 1003	National colour standard	
SANS 1186	Symbolic safety signs	
SANS 1195	Busbars	
SANS 1200-GA	Standardised specification for civil engineering construction Section GA :	
5, 11 to 1200 5/1	Concrete (small works)	
SANS 121	Hot-dipped galvanised coatings on fabricated iron and steel articles	
····	1	

Standard/Document	Description	
SANS 1507	Electrical cables with extruded solid dielectric insulation for fixed installation (300/500 V to 1900/3300 V)	
SANS 1885	AC metal-enclosed switchgear and control gear for rated voltages above 1 kV and up to and including 36 kV	
SANS 2808	Paints and varnishes. Determination of film thickness	
SANS 32	Internal and/or external protective coatings for steel tubes	
SANS 3575	Hot dipped (galvanised) zinc coatings on steel sheet and strip	
SANS 4998	Continuous hot-dipped zinc-coated carbon steel sheet of structural quality	
SANS 555	Mineral insulating oil for transformers and switchgear	
SANS 60034	Rotating electrical machines	
SANS 60060-1	High-voltage test techniques Part 1 : Switchgear, control gear and fuses	
SANS 60060-2	High-voltage test techniques Part 2 : Measuring systems	
SANS 60071-1	Insulation co-ordination	
SANS 60072	Dimensions and output series for rotating electrical machines	
SANS 60137	Insulated bushings for alternating voltages above 1 000 V	
SANS 60168	Tests on indoor and outdoor post insulators of ceramic material or glass for	
	systems with nominal voltages greater than 1 000 V	
SANS 60186	Voltage transformers	
SANS 60255	Measuring relays and protection equipment	
SANS 60269	Low voltage fuses	
SANS 60270	High-voltage test techniques - Partial discharge measurements	
SANS 60273	Characteristics of indoor and outdoor post insulators for systems with nominal voltages greater than 1 000 V	
SANS 60305	Insulators for overhead lines with a nominal voltage above 1 000 V	
SANS 60372	Locking devices for ball and socket couplings of string insulator units	
SANS 60383	Insulators for overhead lines with a nominal voltage above 1 000 V	
SANS 60529	Degrees of protection provided by enclosures (IP code)	
SANS 60815	Guide for the selection of insulators in respect of polluted conditions	
SANS 60826	Overhead transmission lines – Design criteria	
SANS 60947	Low voltage switchgear and control gear.	
SANS 60947	Low-voltage switchgear and control gear	
SANS 61000	Electromagnetic compatibility (EMC)	
SANS 61109	Composite insulators for overhead lines with a nominal voltage greater than 1000 V	
SANS 61869	Instrument transformers Part 1: General requirements	
SANS 61869-2	Instrument transformers Part 2: Additional requirements for current	
SANS 61869-3	transformers Instrument transformers Part 3: Additional requirements for Inductive	
	voltage transformers	
SANS 62052-11	Electricity metering equipment (AC) – General requirements, tests and test conditions – Part 11 : Metering equipment	
SANS 62271-1	High-voltage switchgear and controlgear - Part 1: Common specifications for alternating current switchgear and controlgear	
SANS 62271-4	High-voltage switchgear and controlgear Part 4: Handling procedures for gases for insulation and/or switching	
SANS 62271-100	High voltage switchgear and control gear Part 100 : Alternating current circuit breakers	
SANS 62271-102	High-voltage switchgear and controlgear Part 102: Alternating current disconnectors and earthing switches	
SANS 62271-104	High-voltage switchgear and control gear Part 104: Alternating current switches for rated voltages of 52 kV and above	
SANS 62271-108	High-voltage switchgear and control gear Part 108: High-voltage alternating current disconnecting circuit-breakers for rated voltages of 72,5 kV and above	
SANS 62271-203	High-voltage switchgear and control gear Part 203: Gas-insulated metal enclosed switchgear for rated voltages above 52 kV	
SANS 62271-205	High-voltage switchgear and control gear Part 205: Compact switchgear assemblies for rated voltages above 52 kV	
SANS 62271-209	High-voltage switchgear and control gear Part 209: Cable connections for gas-insulated metal-enclosed switchgear for rated voltages above 52kV - Fluid-filled and extruded insulation cables - Fluid-filled and dry-type - terminations	

Standard/Document	Description	
SANS 62271-301	High-voltage switchgear and control gear Part 301: Dimensional	
	standardisation of high-voltage terminals	
SANS 62271-303	High-voltage switchgear and control gear Part 303: Use and handling of	
	sulphur hexafluoride (SF <sub>6</sub> )	
SANS 62271-305	High-voltage switchgear and controlgear Part 305: Capacitive current	
	switching capability of air-insulated disconnectors for rated voltages above	
	52 kV	
SANS 679	Zinc chromate for steel	
SANS 725	IEEE guide for safety in a.c. substation grounding	
SANS 9000	Quality management systems – Fundamentals and vocabulary	
SANS 9001	Quality management system – Requirements	
SANS 935	Hot dip zinc coatings on steel wire	
SANS 97	Electric cables – impregnated paper insulated metal sheathed cables for	
	rated voltages from 3,3 kV – 33 kV	

- 5.4.3 Reference to a particular standard or recommendation in this Specification does not relieve the Contractor of the necessity of the Works complying with other relevant standards or recommendations.
- 5.4.4 All maintenance and/or repair, OEM recommended upgrade and refurbishment work shall fully meet and comply with the requirements of the Occupational Health and Safety Act (Act 85 of 1993) and the Construction Regulations 2003 issued in terms of Section 43 of the Act, Standards South Africa (a Division of the South African Bureau of Standards (SANS) and all other statutory regulations and laws insofar as they may apply to an electrical installation of the types contemplated.
- 5.4.5 All work shall be executed in accordance with the OEM advised procedures and practices, and shall include all such routine inspections, measurements and tests as may be required to verify the work undertaken, and to ensure the ongoing serviceability of the AIS switchgear.
- 5.4.6 See also the requirements detailed in the Environmental Management and Health and Safety Specifications included in this contract.

# 5.5 BACKGROUND INFORMATION AND OVERVIEW OF THE WORKS

The City of Cape Town's Energy Directorate: Electricity Generation and Distribution Department requires that its High Voltage Air Insulated Switchgear (AIS) installed at a number of switching stations be repaired, maintained and tested in order to restore the availability and reliability to acceptable levels, and to extend the useful service life of the switchgear.

The work shall comprise of maintenance as per OEM guidelines, repairs and/or OEM recommended upgrades and refurbishment as well online partial discharge tests which will be carried out as and when required.

# 5.6 LOCATION OF THE WORKS (SITE)

The specified work is to be executed at the City of Cape Town HV substations (also known as Switching Stations) located in the City of Cape Town metropolitan area as indicated in Table 1 below.

**TABLE 1: SITE LOCATIONS** 

Substation Name	Area	Address
Atlantis	North	Cnr Neil Hare Road & Mission Express Way
Bellville South	East	Van Eck St, Sacks Circle Industrial, Cape Town, 7530
Brackenfell	East	Eskom/ Kruis Rd, Brackenfell, Cape Town, 7560
Clovelly	South	30 Clovelly Road, Clovelly, 7975
Constantia	South	57 Southern Cross Drive, Constantia, Cape Town, 7806
Dassenberg switch yard	North	158 John Dreyer St, Atlantis, Cape Town, 7349
Doordekraal	East	41 Willow bridge Centre, Carl Cronje Dr, Cape Town, 7530
Elsies river	East	15 Starck Rd & Jagger Rd, Elsies River Industrial, Cape Town, 7480
Eversdal	East	46A Fair trees Rd, Durbanville, Cape Town, 7550

Substation Name	Area	Address
Gordons bay	East	Sir Lowry's Pass Rd, Mountainside, Cape Town, 7151
Helderberg	East	Off N2 Freeway, old Main road, Somerset West
Kraaifontein	East	Spoorway, Joostenberg, Kraaifontein
Langeberg	East	Tyger Avenue, Langeberg, Kraaifointein, Cape Town, 7570
Langverwacht	East	81 Langverwacht Rd, Eensgovonden, Kuilsriver, 7550
Loch Road	South	Loch Rd, Kenilworth, Cape Town, 7708
Lourens river	East	Cnr. N2 and Victoria St, Somerset West
Marais	East	23A Kiaat Rd, Kraaifointein, Cape Town, 7570
Midlands	North	Off Silverstream Road, Atlantis
Montague Gardens	North	N1 Via Goodwood Acacia Park
Monte Vista	East	Off N1 Freeway, Montague road, Edgemead
N1	East	Giel Basson Dr, N1 City, Cape Town, 7500
Newfields	South	Lodewyk Rd, Newfields, Cape Town, 7780
Parow South	East	Stellenberg Street, Parow Industrial, Cape Town, 7493
Rosmead Avenue	South	Rosmead Ave, Wynberg, Cape Town, 7700
Sacks Circle	East	Sacks Cir, Sacks Circle Industrial, Cape Town, 7530
Somerset West	East	Cnr. Sergeant St & Church St, Somerset West, Cape Town, 7129
Strand	East	Altena Rd, Strand, Cape Town, 7140
Tiervlei	East	Visagie St & Duncan St, Klipkop, Cape Town, 7501
Triangle	East	Atomic St & Uranium St, Triangle Farm, Cape Town, 7530
Uitkamp	East	Falcon St, D`urbanvale, Cape Town, 7550
Westhof	East	Selborne Cl & Van Riebeeckshof Rd, Bellville, Cape Town, 7530

## 5.7 SCOPE OF THE WORKS

- 5.7.1 The scope of work shall include
- 5.7.1.1 Maintain the specified switchgear in accordance with Original Equipment Manufacturers (OEM) advised standard procedures and maintenance intervals
- 5.7.1.2 Supply all required standard maintenance material kits which are OEM approved or certified equivalent.
- 5.7.1.3 Supply recommended OEM approved or certified equivalent spares.as and when required.
- 5.7.1.4 Repair, upgrade and refurbish selected components of the AIS on advice from the OEM in accordance with 5.7.1.14
- 5.7.1.5 Implement any OEM advised extraordinary service interventions aimed at reducing the operational risk of the affected switchgear bays.
- 5.7.1.6 Repair to any unknown defects or non-conformances.
- 5.7.1.7 Provision of all tools, plant and test equipment required to perform the specified work including gas handling plant.
- 5.7.1.8 Provision of specialised services required to perform the work
- 5.7.1.9 The work shall be on the high voltage AIS equipment at the switching stations listed in Tables 2.1 to 2.7 referenced in clauses 5.11 and 5.7.1.13 and any additional bays that may be added to the Switching Stations.
- 5.7.1.10 All maintenance repair and upgrade work on site, shall be executed by an experienced Senior Service Technician/Site Supervisor provided by the supplier.

- 5.7.1.11 The maintenance work shall be carried out in accordance with the preliminary programme to be agreed between the service provider and CCT.
- 5.7.1.12 The maintenance on AIS equipment in Tables 2.1 to 2.7 below, comprises of routine inspections and preventative maintenance and is detailed in 5.11.
- 5.7.1.13 Repairs, OEM recommended upgrades and refurbishment shall be carried in accordance with the following:
  - a. The tenderer will be required to carry repairs and/or OEM recommended upgrades and refurbishment work on all AIS equipment listed in Tables 2.1 to 2.7. The work can stem from equipment failure, CCT identified problems/defects or specified maintenance carried out by the tenderer. Furthermore the scope of this tender will also include work on equipment that may not be listed in Tables 2.1 to 2.7. This work will be carried out using the rates provided for in pricing schedules Tables A2 for Section A, B2 for Section B, C2 for Section C, Tables D2 for Section D, E2 for Section E, F2 for Section F and G2 for Section G.
  - b. During the specified maintenance, the tenderer shall identify and recommend repairs and/or OEM recommended refurbishment or upgrades that may be required in order to restore the availability and reliability to acceptable levels, and to extend the useful service life of the switchgear. The recommendation shall be accompanied with a quotation in accordance with the rates and conditions agreed in this tender.
  - c. Once a decision is taken by CCT to proceed with the repairs/refurbishment/upgrades, CCT in conjunction with the tenderer shall agree in writing on the scope, timelines and price to execute the work and schedule the work for completion.
  - d. On completion of the repairs/refurbishment/upgrades the tenderer shall supply CCT with a report detailing the following:
    - Detailed findings and work performed including supporting photographs
    - Tests performed and results (in a digital format)
    - Any warranty provided for the work carried out on equipment
- 5.7.1.14 All testing work shall be carried out with equipment with valid calibration certificates. The calibration certificates shall be made available to CCT upon request.
- 5.7.1.15 Equipment makes and types per section are defined in the tables below:

Table 2.1 - Section A: Disconnector and Earth Switches with Actom as official agent

Make	Voltage	Туре
Alstom	66kV	CS 330
		DSB 72/1250
		DSB 72/1600
		DSB 72/2000
		SSB 72/1600
		AEB 72 E/S
		S1F/2000
		S1FT/2000
		STA/2000
	132kV	S1FT/2000
		S1F/2000
		STA/2000
		DSB 145/1600
		AEB 145 E/S

Make	Voltage	Туре
Areva	132kV	2S3C 145/2500
Cullinan	33kV	DSB 72/800
	66kV	DSB 72/1600
		SSB 72/800
		SSB 72/1250
		AEB 72 E/S
Hudaco	66	DSB 72/1250
		AEB 72 E/S

Table 2.2 - Section B: Circuit Breakers with Actom as official agent

Make	Voltage	Туре
AEG BERLIN	66kV	S1-72.5F1/2520
Alstom	66kV	FXT9
		S1-72.5F1/2520
	132kV	GL312 F1
Areva	66kV	GL309F1
	66kV	GL309
	132KV	GL312F1P

Table 2.3 - Section C: Disconnector and Earth Switches with Hitachi as official agent

Make	Voltage	Туре
ABB	66kV	DOC132
		eDB 72.5/1600
	132kV	eDB145/2500
BBC	66kV	DOCE7208

Table 2.4 – Section D: Circuit Breakers with Hitachi as official agent

Make	Voltage	Туре
ABB	66kV	EDF SK1-1
		LTA 72.5D1/B
		NVA Earth Switch with SM800
		Operating Mechanism
		LTA 72.5D1/B DCB
		NVA Earth Switch with SM800
		Operating Mechanism
	132kV	LTB145D1

Table 2.5 – Section E: Disconnector and Earth Switches with ABB as official agent

Make	Voltage	Туре
Reyrolle	66	DSB 72/1250
		DSB 72/1600
		AEB 72 E/S
		SSB 72/1200
	132	DSB145/1600
		DSB145/2000
		DSB145/2500
		AEB 145 E/S

Table 2.6 - Section F: Circuit Breakers with Siemens as official agent

Make	Voltage	Туре
Siemens	66kV	3AP1FI
	66kV	3AP1FG
	132kV	3AP1FG

Table 2.7 – Section G: Disconnector and Earth Switches with Coelme as official agent

Make	Voltage	Туре
Coelme	132kV	DSB 145/2500
		AEB 145/2500 E/S
		CM202

## 5.8 DELIVERY AND DURATION OF MAINTENANCE WORKS

The contract provides for the execution of a number of standard HV AIS maintenance services as well as the supply and delivery of all materials required to execute the specified work.

Details of the duration for the maintenance works per bay shall be provided on returnable schedules F.13 A3 for Section A, F.13 B3 for Section B, F.13 C3 for Section C, F.13 D3 for Section D, F.13 E3 for Section E, F.13 F3 for Section F and F.13 G3 for Section G.

# 5.9 SUPPLY OF MATERIALS AND SPARES

- 5.9.1 The supply of materials and spares includes all required OEM approved or certified equivalent materials as per OEM advised maintenance services for air insulated switchgear makes and types and required by CCT as defined in the Tables 2.1 to 2.7 referenced in clauses 5.7.1.12 and 5.7.1.13 of this specification. The tenderer shall attach proof of access to the required spares to returnable schedules F.13 A4 for Section A, F.13 B4 for Section B, F.13 C4 for Section C, F.13 D4 for Section D, F.13 E4 for Section E, F.13 F4 for Section F and F.13 G4 for Section G. The proof shall be in the form of letters from suppliers confirming an account or copy of supplier agreements. Spares not listed in the pricing schedule shall be supplied as provided for in pricing instruction 4.10.1.
- 5.9.2 It should be noted that O<sub>2</sub>, CO<sub>2</sub>, and SF<sub>6</sub> gas for all works, shall be supplied by CCT. The service provider shall timeously notify CCT of the gas required for the work and any excess gas shall be returned to CCT. In the event that CCT for some unforeseen event, is not able provide the required gas, the tenderer shall supply gas at the rates in the pricing schedule (see items B2.6 for Section B, D2.6 for Section D and F2.6 for Section F for the relevant Section of the tender)
- 5.9.3 The supply of various OEM approved or certified equivalent spare parts required to perform the specified work, not listed on the price schedule, must be accepted and agreed by the City of Cape Town's representative in writing. Pricing shall be done in accordance with Pricing Instruction 4.10.
- 5.9.4 The service provider shall have common spares readily available during the execution of maintenance work.

## 5.10 WORKS REQUIREMENTS

The service provider shall:

- 5.10.1 Supply and delivery of all materials, as per clause 5.9 of this specification, required to execute the particular work.
- 5.10.2 Supply and delivery to site of all special and standard tools required to undertake the required work.
- 5.10.3 Supply all Specialised Services required to perform the specified work, not listed on the price schedule, if accepted and agreed by the City of Cape Town's representative in writing. Pricing shall be done in accordance with Pricing Instruction 4.10.2
- 5.10.4 Supply and delivery to site of all test equipment to undertake the maintenance service.

- 5.10.5 Have a proven track record of relevant experience of maintaining High Voltage Air Insulated Switchgear (AIS) rated up to 145kV as detailed in the specification and need to provide detailed referral information of relevant AIS work/projects undertaken in returnable schedules F.13 A2 for Section A, F.13 B2 for Section B, F.13 C2 for Section C, F.13 D2 for Section D, F.13 E2 for Section E, F.13 F2 for Section F and F.13 G2 for Section G which must be completed. The tenderer must attach the company profile to the applicable schedule.
- 5.10.6 Have adequate Senior Service Technicians/Site Supervisors, Service Technicians and Semi-Skilled workers as required for the entire duration of the work.
- 5.10.7 Have Senior Service Technicians/Site Supervisors with a minimum of 5 years relevant experience in the maintenance of the specified AIS with proven ability to work independently and technical knowledge and experience to supervise and manage the schedule of the maintenance activities, as detailed in the scope of work of this specification for HV AIS maintenance and must be completed in returnable schedules F.13 A1 for Section A, F.13 B1 for Section B, F.13 C1 for Section C, F.13 D1 for Section D, F.13 E1 for Section E, F.13 F1 for Section F and F13. G1 for Section G.
- 5.10.8 Have Service Technician(s) with a minimum of 3 years relevant experience in the HV power sector and have proof of relevant technical knowledge and experience in the work specified in the scope of work of this specification and must be completed in returnable schedules F.13 A1 for Section A, F.13 B1 for Section B, F.13 C1 for Section C, F.13 D1 for Section D, F.13 E1 for Section E, F.13 F1 for Section F and F13. G1 for Section G.
- 5.10.9 Have semi-skilled worker(s) that have experience of work in the HV power sector and proof of relevant technical knowledge and experience in the work specified in the scope of work of this specification.
- 5.10.10 Have Senior Service Technicians/Site Supervisors, Service Technicians and Semi-skilled workers that are trained and have the necessary competence and experience to work safely within a substation environment and in close vicinity of live equipment, as per clause 5.19. Should it become necessary to replace any of the permanent skilled and/or specialised staff listed at the time of tender during the course of this contract, they may only be replaced by individuals with similar or better qualifications and experience, who satisfy the minimum requirements and then only with the approval of CCT.
- 5.10.11 Provide project management, coordination and back office services to facilitate and support the planned/ordered site work in an efficient manner.
- 5.10.12 Prepare, compile and revise project programs and schedules.
- 5.10.13 Prepare, compile and submit maintenance and/or works completion reports. The reports shall as a minimum include the following:
  - Include completed maintenance inspection sheets (applicable to routine inspections)
  - Detail findings and work performed including supporting photographs
  - Include any findings from previous work to highlight specific trends identified
  - · Recommend any further remedial work that may be required
  - An analysis of the historical data in a graphical and tabular format where applicable and in the format and representation of information and data approved by CCT
  - Full report, data and raw data file submitted in a digital format approved by CCT.
  - Latest OEM maintenance manuals

The service provider shall attach to returnable schedules F.13 A5 for Section A, F.13 B5 for Section B, F.13 C5 for Section C, F.13 D5 for Section D, F.13 E5 for Section E, F.13 F5 for Section F and F.13 G5 for Section G, a sample report covering the aspects listed above for the specified work stipulated in Tables 2.1 to 2.7 and referenced in clauses 5.7.1.12 and 5.11

- 5.10.14 Compile and provide all safety and environmental plans and documents as specified, ongoing safety and environmental compliance monitoring and CCT standard procedures shall apply as a minimum.
- 5.10.15 Ensure good liaison and communication between the site manager and CCT project manager to maintain seamless execution of the site works in accordance with agreed timeframes for each activity.

- 5.10.16 Ensure attendance of project initiation and regular project progress and management meetings.
- 5.10.17 Be responsible for execution of all the specified work, including testing and pre-commissioning tests, as specified.
- 5.10.18 Identify all additional work or repairs that may be required on the switchgear in order to ensure or achieve the CCT objectives.
- 5.10.19 Perform all Sulfur hexafluoride (SF<sub>6</sub>) gas handling activities as per clause 5.12
- 5.10.20 Provide transportation for their staff, material and equipment to and from site and shall only be entitled to claim for mileage to and from an office/base located within the City municipal boundaries.
- 5.10.21 Comply with the relevant Health and Safety Legislation as well as the relevant Environmental Legislation as detailed in this document.
- 5.10.23 Submit to CCT all maintenance protocol check lists, commissioning tests, handover sheets, safety files in respect of all required work.
- 5.10.24 Compile and submit a detailed maintenance schedule to the CCT project manager for acceptance before work commences. It shall be updated and distributed on a bi-weekly basis in PDF format or as agreed otherwise.
- 5.10.25 Provide to the CCT representative, a list of cell phone numbers of the staff required to be contactable.
- 5.10.26 Appoint a competent person to sign and submit the "Agreement by a Mandatory in respect of the Occupational Health and Safety Act 1993" Form (See Section C3).
- 5.10.27 Obtain CCT approval in writing for any further/additional prior to continuing with such additional works.
- 5.10.28 Supply all the evidence required in terms of clauses 5.10.5, 5.10.6, 5.10.7 and 5.10.8 shall be included in the returnable schedules F.13 of compulsory returns in the form of certificates as proof of qualifications and accreditation (where applicable) of all staff that will be deployed for the work specified including CV's. The CV's should include the following:
  - Personal details
  - · Employment history i.e. companies worked at with start and end dates
  - · Detailed relevant work experience which is applicable to the scope of work specified
  - Equipment worked on: Make, Type, Voltage level and Amperage
  - Contactable references
- 5.10.29 Provide Gas Handling Plant as allowed for in the pricing schedule items B2.7 for Section B, items D2.7 for Section D and F2.7 for Section F of the tender which includes the transport of the plant to and from Cape Town. CCT reserves the right to provide the gas handling plant should this be deemed to serve in its best interest provided that such plant is returned to CCT fully serviced on completion of the works.
- 5.10.30 Supply SF<sub>6</sub> gas for the required work as per the rates allowed for in the pricing schedule items B2.6 for Section B, items D2.6 for Section D and F2.6 for Section F of the tender. CCT reserves the right to supply SF<sub>6</sub> gas should this be deemed to serve in its best interest.
- 5.10.31 The health and safety file as per requirements in 5.27, shall be compiled as a generic file applicable to all CCT substations, which shall be accompanied by an addendum (maximum 2 pages), detailing site specific health and safety requirements. When work is carried out at more than one site, at the same time, a health and safety file will be required for each site.

CCT shall be responsible to open, isolate, earth and handover the bay to the tenderer's responsible person for carrying out the required work and on completion of the work on a relevant bay, ensure that all SF<sub>6</sub> gas compartments are at their nominal operating pressures, perform/request recommissioning checks and if all in order, restore the feeder back to its normal operating condition.

## **5.11 MAINTENANCE SPECIFICATIONS**

The following tables contain the overview of all maintenance instructions/activities to be done per maintenance type and the typical OEM approved or certified equivalent materials to be provided by the service provider, as required, for the duration of this contract.

### Please note:

- All the routine inspection and preventative maintenance task list provided below is a minimum requirement, however all the maintenance shall be carried out as per the latest OEM maintenance protocols for all the HV AIS equipment listed in Tables 2.1 to 2.7 referenced in clause 5.7.1.12
- Safety and preparation of the site should be conformed to as per clause 5.13 before any maintenance work is carried out
- 5.11.1 Sections: A, C, E and G: Disconnectors and earth switches.

# 5.11.1.1 Disconnector & earth switch routine inspection tasks

- Inspect for mis-alignment (on-line) of the main contacts on the current path.
- Check and inspect male arms condition.
- Inspect bus transfer device/arcing horns for signs of burning.
- Inspect bus transfer device for incorrect operation.
- Inspect current path mechanism for correct operation.
- Inspect mechanical interlocking system for linkages to be in the correct position.
- Inspect that the operating handle is properly secure, not bent or rusted and that the locking facility is fully functional.
- Inspect insulators for pollution, damage and cracks
- Check for over-tensioned jumpers.
- Inspect parts for damage and water ingress.
- Check heaters for functionality where applicable.
- Inspect for bird nesting on the current path.
- Scanning of all clamps and contacts and checking for any hotspots
- Inspect support structures & earthing for corrosion, missing earth straps, earthing studs, loose/ missing bolts, nuts and loose / missing structure members.
- Inspect earth connections to be sound, with particular emphasis to the earthing switches.
- Inspect foundation and foundation bolts for corrosion.
- List all defects and abnormalities and submit report to CCT

# 5.11.1.2 Disconnector & earth switch preventative maintenance tasks

### **Components in the Current Path**

- Inspect for signs of heat dis-colouration and burn marks.
- Check, inspect and/or set alignment.
- Inspect for wear and tear of main and transfer contacts.
- Test and record condition of main and transfer contacts
- Inspect and maintain main contacts. Note if replacement or repair is required, this should be reported as further/additional works that may be required.

- Measure and record contact resistance
- Inspect bus transfer device/arcing horns for signs of burning and maintain.
- Inspect bus transfer device for correct operation and maintain.
- Inspect current path mechanism for correct operation and maintain.
- Inspect conductor clamps for corrosion, treat and maintain.

### **Insulators**

- Inspect and maintain insulators.
- Inspect and maintain flange and cement fixing (where applicable).

# Inter phasing rods, interconnecting rods, linkages, bearings and bushes

- Inspect and maintain inter-phasing rods, interconnecting rods, Linkages, bearings and bushes and ensure sufficient lubrication.
- Inspect and maintain inter phasing rods, interconnecting rods, linkages, bearings and bushes for over tightness.
- Inspect and maintain mechanism, linkages, bearings and bushes for over tightness.

## Operating mechanism (Actuator System)

- Inspect, test and maintain contact position of linkages and auxiliary switch.
- Replace all seals and secure properly to prevent moisture / water ingress.
   Inspect and maintain the operating handle and lock out facilities.

### Earth switch interlock

- Inspect, test and ensure the correct functionality of the mechanical interlocking system.
- Inspect earth switch isolator interlock for correct operation.

## Support structures, base frame and earthing

- Inspect support structures & earthing for corrosion, missing earth straps, earthing studs, loose/ missing bolts, nuts and loose / missing structure members.
- Inspect earth connections to be sound, with particular emphasis to the earthing switches.
- Inspect foundation and foundation bolts for corrosion
- Inspect for bird nesting and remove.

### Infra-red scanning

Infra-red scanning of all clamps and contacts and checking for any hotspots

### **Documentation**

List all defects and abnormalities and submit report to CCT

# 5.11.2.1 Circuit Breaker - SF<sub>6</sub> Routine Inspection:

- Record operations counter
- Check operating mechanism condition
- Verify breaker position indicating lights to mechanical indicator.
- Perform and witness a trip and close operation from the marshalling kiosk
- CCT to perform and witness a Trip and Close operation from the control room kiosk
- Inspect condition of breaker frame, breaker housing and breaker bushings
- Inspect breaker bushings for visible cracks or contamination.
- Check main terminals and ground connections for loose or overheating contacts; and loose or broken frame ground connections
- Inspect condition of gas piping/tubing
- Record gas pressure and gas or tank temperature; compare tolerance and prior readings.
- Test for any SF<sub>6</sub> gas leaks
- Compare gas pressure reading with the temperature vs. pressure graph supplied by the manufacturer. Ensure that the gas pressure is within the breakers limits.
- Check condition of enclosing cabinets including hinges, latches, locks, and door gaskets, loose bolts and nuts.
- Check equipment heaters (where applicable)
- Scanning of all clamps and contacts and checking for any hotspots
- Inspect support structures & earthing for corrosion, missing earth straps, earthing studs, loose/ missing bolts, nuts and loose / missing structure members.
- Inspect foundation and foundation bolts for corrosion.
- List all defects and abnormalities and submit report to CCT staff.

# 5.11.2.2 Circuit Breaker - SF<sub>6</sub> Preventative Maintenance:

#### Interrupter

- Inspect, clean and maintain general aspect of equipment (loose parts, corrosion, damages of porcelains and capacitors, for composite insulators, check for damages to the insulators).
- Inspect, clean and maintain ventilation ports and vents.
- Inspect, clean and maintain the screwed and bolted connections
- Inspect condition of silicon on cementing of flanges and maintain if needed.
- Check closing and opening position of auxiliary contacts with respect to main contacts while breaker is being slowly closed and opened manually.
- Inspect, lubricate and maintain the connecting linkage.
- Inspect pull rods (operating rods) and its lock nuts.
- Inspect for correct assembly of inter phase rods from mechanism drive to first pole.
- Inspect and maintain inter-phasing rods, interconnecting rods, Linkages, bearings and bushes and ensure sufficient lubrication.
- · Inspect and maintain inter phasing rods, Interconnecting rods, linkages, bearings and bushes for

over tightness.

- Inspect and maintain mechanism, linkages, bearings and bushes for over tightness.
- Lubricate the drive rod couplings and verify drive rod pins to be free.
- Inspect limb holding down bolts to structure.
- Check and record tightness of HV terminal pad to interrupter unit and maintain if high resistance/corroded.
- Measure and record contact resistance.

### **Operating Mechanism (Spring Charged)**

- Discharge mechanism springs.
- Inspect and record inside of mechanism for foreign objects (split pins, circlips etc.)
- Inspect, clean and maintain general aspect of mechanism (loose parts, corrosion, damages)
- Inspect, clean and maintain the anti-condensation heating.
- Inspect and clean mechanism door sealing system.
- Lubricated mechanism door sealing and sight glass rubbers
- Inspect and maintain door handles, latches and hinges.
- Inspect, clean and maintain ventilation ports and vents
- Inspect, clean and maintain the cable connections
- Inspect wiring, terminals, trunking, relays and contactors
- Inspect, test and maintain the function of the electric control circuits including auxiliary contacts
- Test and record correct operation of limit switches/auxiliary switch function
- Inspect and record condition of motor brushes. Note if replacement is needed.
- Inspect and record mechanism damper for oil leaks
- Inspect mechanism trip dash pot / damper oil level and top up oil if needed.
- Inspect latches and catches and rollers for free movement
- Inspect and record for any water leaks inside mechanism and frame. Repair/seal water leak if present.
- Clean and re-lubricate linkages inside mechanism and frame.
- Measure and adjust clutch slip to specification

### SF<sub>6</sub> Gas

- Inspect and record condition of SF<sub>6</sub> gas piping/tubing
- Record SF<sub>6</sub> pressure, compare breaker gauge with calibrated master gauge
- Compare tolerance and prior readings. Compare gas pressure reading with the temperature vs.
  pressure graph supplied by the manufacturer. Ensure that the gas pressure is within the breakers
  limits.
- Measure and record SF<sub>6</sub> gas acidity
- Measure and record SF<sub>6</sub> gas dew point
- Measure and record SF<sub>6</sub> gas percentage
- Verify alarm functionality to control room
- Verify electrical interlock for SF<sub>6</sub> "block"
- Check for leaks of SF<sub>6</sub>

Record SF<sub>6</sub> density monitor settings

### Structure

- Inspect and maintain all bolts on the structure and foundation
- Inspect structure earth to base connection
- Check, inspect and treat any corrosion

### **Functional Tests**

- Perform a first trip test if the breaker has not operated for more than one year
- Test bushings for capacitance, dielectric loss, power factor/dissipation factor, partial discharge, insulation resistance
- Record counter readings before maintenance
- Measure and record closing coil/solenoid resistance
- Measure and record closing coil/solenoid current
- Measure and record tripping coil/solenoid resistances
- Measure and record tripping coil/solenoid currents
- Measure and record contact timing
- Measure and record static contact resistance
- Measure and record auxiliary switch timing
- Measure and record motor running time
- Measure and record motor peak current
- Record counter readings after maintenance

# **Trip testing**

- Perform and witness a trip and close operation from the marshalling kiosk
- CCT to perform a trip and close operation from the control room kiosk.

### **Documentation**

List all defects and abnormalities and submit report to CCT

# 5.11.2.3 Circuit Breaker CO<sub>2</sub> Routine Inspection

- Record operations counter
- Check operating mechanism condition
- Verify breaker position indicating lights to mechanical indicator.
- Perform and witness a trip and close operation from the marshalling kiosk
- CCT to perform and witness a Trip and Close operation from the control room kiosk
- Inspect condition of breaker frame, breaker housing and breaker bushings
- Inspect breaker bushings for visible cracks or contamination.
- Check main terminals and ground connections for loose or overheating contacts; and loose or broken frame ground connections
- Inspect condition of gas piping/tubing

- Record gas pressure and gas or tank temperature; compare tolerance and prior readings.
- Test for any CO<sub>2</sub> gas leaks
- Compare gas pressure reading with the temperature vs. pressure graph supplied by the manufacturer. Ensure that the gas pressure is within the breakers limits.
- Check condition of enclosing cabinets including hinges, latches, locks, and door gaskets, loose bolts and nuts.
- Check equipment heaters (where applicable)
- Scanning of all clamps and contacts and checking for any hotspots
- Inspect support structures & earthing for corrosion, missing earth straps, earthing studs, loose/ missing bolts, nuts and loose / missing structure members.
- Inspect foundation and foundation bolts for corrosion.
- List all defects and abnormalities and submit report to CCT staff.

# 5.11.2.4 Circuit Breaker CO<sub>2</sub> Preventative Maintenance:

### Interrupter

- Inspect, clean and maintain general aspect of equipment (loose parts, corrosion, damages of porcelains and capacitors, for composite insulators, check for damages to the insulators).
- Inspect, clean and maintain ventilation ports and vents.
- Inspect, clean and maintain the screwed and bolted connections
- Inspect condition of silicon on cementing of flanges and maintain if needed.
- Check closing and opening position of auxiliary contacts with respect to main contacts while breaker is being slowly closed and opened manually.
- Inspect, lubricate and maintain the connecting linkage.
- Inspect pull rods (operating rods) and its lock nuts.
- Inspect for correct assembly of inter phase rods from mechanism drive to first pole.
- Inspect and maintain inter-phasing rods, interconnecting rods, Linkages, bearings and bushes and ensure sufficient lubrication.
- Inspect and maintain inter phasing rods, Interconnecting rods, linkages, bearings and bushes for over tightness.
- Inspect and maintain mechanism, linkages, bearings and bushes for over tightness.
- Lubricate the drive rod couplings and verify drive rod pins to be free.
- Inspect limb holding down bolts to structure.
- Check and record tightness of HV terminal pad to interrupter unit and maintain if high resistance/corroded.
- Measure and record contact resistance.

# **Operating Mechanism (Spring Charged)**

- Discharge mechanism springs.
- Inspect and record inside of mechanism for foreign objects (split pins, circlips etc.)
- Inspect, clean and maintain general aspect of mechanism (loose parts, corrosion, damages)
- Inspect, clean and maintain the anti-condensation heating.

- Inspect and clean mechanism door sealing system.
- Lubricated mechanism door sealing and sight glass rubbers
- Inspect and maintain door handles, latches and hinges.
- Inspect, clean and maintain ventilation ports and vents
- Inspect, clean and maintain the cable connections
- Inspect wiring, terminals, trunking, relays and contactors
- Inspect, test and maintain the function of the electric control circuits including auxiliary contacts
- Test and record correct operation of limit switches/auxiliary switch function
- Inspect and record condition of motor brushes. Note if replacement is needed.
- Inspect and record mechanism damper for oil leaks
- Inspect mechanism trip dash pot / damper oil level and top up oil if needed
- Inspect latches and catches and rollers for free movement
- Inspect and record for any water leaks inside mechanism and frame. Repair/seal water leak if present.
- Clean and re-lubricate linkages inside mechanism and frame.
- Measure and adjust clutch slip to specification

### CO<sub>2</sub> Gas

- Inspect and record condition of CO<sub>2</sub> gas piping/tubing
- Record CO<sub>2</sub> pressure, compare breaker gauge with calibrated master gauge
- Compare tolerance and prior readings. Compare gas pressure reading with the temperature vs.
  pressure graph supplied by the manufacturer. Ensure that the gas pressure is within the breakers
  limits.
- Measure and record CO<sub>2</sub> gas percentage
- Verify alarm functionality to control room
- Verify electrical interlock for CO<sub>2</sub> "block"
- Check for leaks of CO<sub>2</sub>
- Record CO<sub>2</sub> density monitor settings

### Structure

- Inspect and maintain all bolts on the structure and foundation
- Inspect structure earth to base connection
- · Check, inspect and treat any corrosion

### **Functional Tests**

- Perform a first trip test if the breaker has not operated for more than one year
- Test bushings for capacitance, dielectric loss, power factor/dissipation factor, partial discharge, insulation resistance
- Record counter readings before maintenance
- Measure and record closing coil/solenoid resistance
- Measure and record closing coil/solenoid current
- Measure and record tripping coil/solenoid resistances

- Measure and record tripping coil/solenoid currents
- Measure and record contact timing
- Measure and record static contact resistance
- Measure and record auxiliary switch timing
- · Measure and record motor running time
- Measure and record motor peak current
- Record counter readings after maintenance

## **Trip testing**

- Perform and witness a trip and close operation from the marshalling kiosk
- CCT to perform a trip and close operation from the control room kiosk.

#### **Documentation**

List all defects and abnormalities and submit report to CCT

5.11.3 Instrument Current and Voltage Transformers using rates tables for Sections B, D and F

# **5.11.3.1 Instrument Current Transformer**

## **Routine Inspection**

- Check for any physical damage and cracks
- Check for corrosion
- Check for signs of overheating, on the transformer casing, terminals, bushings, connections and any hot spots using infra-red scanning
- Check name plate information

### **Functional tests**

- Test insulators for capacitance, dielectric loss, power factor/dissipation factor, partial discharge, insulation resistance
- Ratio Test
- Polarity Test
- Magnetising curve Test
- Insulation resistance Test
- Winding resistance Test

# **5.11.3.2 Instrument Voltage Transformer**

## **Routine Inspection**

- · Check for any physical damage and cracks
- Check for corrosion
- Check for signs of overheating, on the transformer casing, terminals, bushings, connections and any hot spots using infra-red scanning
- Check name plate information

### **Functional tests**

- Test insulators for capacitance, dielectric loss, power factor/dissipation factor, partial discharge, insulation resistance
- Ratio Test
- Polarity Test
- Magnetising curve Test
- Insulation resistance Test
- Winding resistance Test

# 5.12 GAS SPECIFICATIONS AND GAS HANDLING

#### **5.12.1 Gasses**

- 5.12.1.1 SF<sub>6</sub> shall be of a technical grade having a very low level of contaminants in accordance with IEC 60376:2018, Table 1.
- $5.12.1.2~O_2$  shall be of a technical grade having a maximum level of contaminants of 0.5~% and a maximum humidity concentration of  $200~\mu\text{I/I}$  (ppmv) or per OEM recommended requirements, whichever has the highest level of purity.
- 5.12.1.3 CO<sub>2</sub> shall be of a technical grade having a maximum level of contaminants of 0.5 % and a maximum humidity concentration of 200 μl/l (ppmv) or per OEM recommended requirements, whichever has the highest level of purity.

# 5.12.2 SF<sub>6</sub> Gas handling and plant

- 5.12.2.1 All SF<sub>6</sub> gas handling work shall comply with SANS 62271-4:2023 Edition 2 and NRS 087
- 5.12.2.2 SF<sub>6</sub> gas handling work may only be undertaken by personnel trained and certified in accordance with the SANS 62271-4:2023 Edition 2, or similar approved equivalent.
- 5.12.2.3 All SF<sub>6</sub> gas handling work shall be undertaken in a manner that will minimise the release of SF<sub>6</sub> to the environment.
- 5.12.2.4 Accurate measurements and records of all quantities of SF<sub>6</sub> handled during the execution of the maintenance and refurbishment service work carried out under this contract, shall be maintained at all times.
- 5.12.2.5 A SF<sub>6</sub> usage register shall be kept and supplied to CCT.
- 5.12.2.6 To avoid contamination of gas handling plants and temporary storage vessels, all SF<sub>6</sub> switchgear compartments must be quality tested before commencing evacuating any SF<sub>6</sub> from any switchgear compartment or storage vessel.
- 5.12.2.7 Records are to be kept of all SF<sub>6</sub> measurements taken prior to evacuation and after refilling.

### 5.12.3 CO<sub>2 and</sub> O<sub>2</sub> Gas handling and plant

- 5.12.3.1 All CO<sub>2</sub> and O<sub>2</sub> gas handling work shall comply with SANS 62271-4:2023 Edition 2.
- 5.12.3.2 CO<sub>2</sub> and O<sub>2</sub> gas handling work may only be undertaken by personnel trained and certified in accordance with the SANS 62271-4:2023 Edition 2, or similar approved equivalent.

## **5.13 SAFETY AND PREPARATION:**

The following safety and preparation shall be carried out for all work:

- Prior to a scheduled outage on each site, ensure that the correct equipment, material and personnel are available.
- Carry out a risk assessment in accordance with the OEM or approved equivalent before commencing any work.
- Apparatus to be serviced shall be isolated and earthed in accordance with NRS 040.
- Erect barricading in accordance NRS 040.
- Erect scaffolding (where required).
- Ensure all tools, equipment and materials are placed inside the barricaded area where they will not hinder or obstruct any worker.
- All maintenance tasks shall be carried out by, trained personnel and in accordance with the OEM
  approved maintenance procedures, or as otherwise directed by the CCT representative.
- All solvents, lubricants, pastes or grease that are used when performing maintenance shall be as specified in manufacturers manuals

### 5.14 CORROSION PREVENTION ON EQUIPMENT

This specification covers corrosion prevention on HV disconnectors and Earthing switches.

#### 5.14.1 General procedure

The following instructions are to be strictly adhered to by all staff who engages in paint maintenance operations on outdoor/Indoor High Voltage Disconnectors and Earthing switches:

- The CCT Representative shall be informed of all cleaning or painting operations before commencing.
- The equipment shall be isolated and earthed in all instances; and must always be treated with extreme care.
- Before commencing, examine the equipment thoroughly for visible defects, such as loose covers and corrosion holes, report defects immediately.
- Extreme care must be taken when moving ladders, scaffolding and other equipment so as not to strike any equipment and not to reach the live parts.
- Do not open or remove any doors, covers or parts of the equipment unless you are specifically instructed by a competent official, who will have made sure that it is safe to do so.
- Open flames and Handigas equipment are to be kept well away from the equipment being painted and any other flammable materials, cleaning fluids and paints etc.
- A fully charged fire extinguisher is to be always at hand.
- Before recommissioning the CCT Representative is to ensure that everything is in order.
- Staff must never, under any circumstances, tamper with the operating mechanisms of the switchgear or associated equipment.
- The CCT Representative must be contacted if there is any doubt as to the safety of working conditions or as to the meaning the below instructions:
  - Preparation of equipment prior to painting
  - Undertake a detailed examination of the equipment in search of visible defects such as: -Loose covers.
  - Heavy corrosion and corrosion holes in plating.
  - Ensure that all switch box doors are tightly closed.

- Masking up of equipment prior to cleaning.
- No standing on the transformer or switchgear is permitted. Ladders and scaffolding is to be employed to gain access where required.
- Scrape off any heavy residues as may be required.
- Descaling of heavily corroded areas to be undertaken only on the supervisor's instruction and under his supervision.
- o Inspect the integrity of all masking and polythene covers and proceed to the next work site.
- Carry out corrosion anti–rust treatment using the appropriate paints and follow instructions.
- 5.14.2 A High Ratio Calcium Sulfonate Alkyd (HRCSA) corrosion protection system shall be applied to corrosion prone parts of the equipment and structures when specifically requested for by the CCT representative. The HRCSA product details and application is outlined below:
  - The coating system consists of 2 components: a clear penetrant and topcoat. The clear
    penetrant is to be used in crevice corrosion associated with flanges, joints, fasteners, cover
    plates, inaccessible areas and any other areas identified by CCT. The Topcoat is for use over
    the Clear Penetrant and existing paint coatings with good adhesion and shall be as close as
    possible match the colour of the equipment.
  - The coating system shall be suitable for use as an overcoat or an encapsulating coating on a variety of existing paints including, but not limited to lead based paint, inorganic/organic zinc, epoxy, vinyl, and alkyd.
  - The coating system shall be applied strictly in accordance with the manufacturer's instructions and guidelines which will be made available to the service provider when required.
  - CCT shall provide the material and any remaining material shall be returned to CCT on completion of the work. The labour for the application of the HRCSA will be dealt with as stipulated in pricing instruction 4.19 in the Pricing Schedule.

## 5.15 CERTIFICATION AND TESTING

- 5.15.1 For each part of the work, the Service Provider shall timeously notify the CCT Representative when his work is will be ready for testing prior to completion of all maintenance work, on each bay. The Service Provider will only be allowed to continue with specified work after acceptance of each completed stage as specified above. The CCT representative reserves the right to witness testing, prior to energisation of the equipment.
- 5.15.2 The CCT Representative will inspect each completed stage of the work and endorse the prescribed checklist or hand-over certificate before acceptance of the Service Provider's work. Testing will include the following:
  - Visual inspection, checks and verifications
  - SF<sub>6</sub> gas quality and leakage tests
  - Circuit breaker timing and analysing tests (if required)
  - SF<sub>6</sub> gas density monitor alarm and lockout tests
  - Manual operating check of circuit breakers, disconnectors and earthing switches
- 5.15.3 A final test report shall be supplied to CCT project manager after tests have been completed.
- 5.15.4 No payment can be authorised without acceptance of the checklists and hand-over certificates by the CCT's Project Manager.
- 5.15.5 Matters arising from work carried out by the Service Provider which is not adequately addressed by the checklists or hand-over certificates may be detailed by the Project Manager on a "Snag List".
- 5.15.6 The Service Provider will be required to provide a solution for all outstanding issues and defects on the "Snag List" within 5 working days of when the issues or defects were identified for approval.

## 5.16 PROTECTIVE CLOTHING

- 5.16.1 The Service Provider must provide all protective clothing for employees under his control. This is to include arc flash overalls, boots, hard hats and any other protective clothing required.
- 5.16.2 The Service Provider needs to provide lanyards or safety belts for working at heights.
- 5.16.3 A well maintained and stocked first aid box supplied by the Service Provider shall always be made available for use in case of emergency at the worksite.
- 5.16.4 The Service provider must ensure compliance to the Code of Practice: Managing Exposure to SARS-COV-2 in the Workplace, 2022.

## 5.17 CONTACTABILITY OF SITE SUPERVISION

The Service Provider's site supervisors must be provided with cell phones to facilitate easy communication with the CCT project manager. The CCT project manager must be provided with a list of all phone numbers on commencement of the contract.

### 5.18 WORK INSTRUCTIONS AND ADDITIONAL WORK

- 5.18.1 CCT will issue an official instruction of work from time to time in the form of a purchase order after which the contractor shall acknowledge receipt of the instruction. A schedule for planned outages will be issued in advance to the Contractor. The allocation of work shall be in the following manner:
  - (a) As and when the City of Cape Town Representative requires work to be executed under this contract, the City of Cape Town Representative shall specify, inter alia, the nature, location(s), extent and scope of work.
  - (b) The Contractor shall as per scope of work, submit to CCT a detailed quotation with a Bill of Quantities referencing the contract rates as per price schedule and a works programme, which includes the commencement and finalization dates for approval.
  - (c) The CCT Representative shall review the quotation, and if accepted, sign and generate the required purchase order.
  - (d) The contractor shall not commence any work until a purchase order has been created for the accepted quotation.
  - (e) The Contractor shall record all works carried out and submit a report to CCT as detailed in 5.10.13.
- 5.18.2 On occasion, the Service Provider may be required to undertake unforeseen work not explicitly detailed in the specification, the Service Provider must be prepared to undertake the work at the rates and provisions included in this tender.

# 5.19 OPERATING REGULATIONS AND PERMITS

- 5.19.1 NRS 040 Operating Regulations are applicable. Contractor's staff on site must be eligible for appointment as responsible person in terms of NRS 040 with a valid NRS 040 Responsible Persons Training certificate.
- 5.19.2 A NRS 040 training certificate is considered as valid if training for NRS Responsible person was completed in line with SAQA unit standard 242766: Demonstrate knowledge and understanding of operating regulations for high voltage systems. The Service Provider shall submit proof that the Contractor's staff is eligible for appointment as responsible person.
- 5.19.3 The responsible person on site shall at all times be in possession of a work permit and a signed risk assessment for the equipment he is working on and all work shall be done with compliance of NRS040.
- 5.19.4 The Contractor's staff conducting the maintenance, repair, refurbishment, upgrade or testing activities in terms of this tender shall be assessed and authorised as Responsible Persons by the City of Cape Town before any maintenance activities can be allowed.

5.19.5 The authorisation period shall be limited to the duration of the contract period

## 5.20 RESPONSIBILITY IN TERMS OF THE OHS ACT

- 5.20.1 The Service Provider shall be responsible for complying with the Occupational Health and Safety Act, 85 of 1993, and specifically the Construction Regulations.
- 5.20.2 The Service Provider shall be responsible for the safety of the public and liable for any accident or injury to any member of the public, as a direct result of ongoing contract work.
- 5.20.3 Any additional protective equipment required due to particular site circumstances or as instructed by this CCT Representative.
- 5.20.4 All the above-mentioned equipment shall be made available for inspection by the CCT Representative prior to commencement of work.
- 5.20.5 Repeated non-performance by a Service Provider will result in the City initiating the default process which may lead to termination of the contract.
- 5.20.6 No work shall be undertaken without prior approval of the CCT Representative

## 5.21 SITE SECURITY FOR MATERIALS AND WORKS NOT TO INTERFERE

- 5.21.1 The Contractor will be responsible for the security of all uninstalled material (and any equipment being used by them on site, which belongs to the CCT) from the time of collection and will be liable for any loss howsoever arising.
- 5.21.2The High Voltage Switching Substations will be operational throughout the Contract. The Service Provider shall ensure that the Works do not affect operations without good reason and that there is access at all times.

# 5.22 UNAUTHORISED PERSONS

The Service Provider shall keep unauthorised persons from the Works at all times.

# 5.23 WORKMANSHIP, BEHAVIOUR AND KEY PERSONNEL

- 5.23.1 Employees of the Service Provider are required to be courteous and professional on site, and are to be dressed neatly in a uniform manner that would reflect professionalism.
- 5.23.2 The Service Provider shall submit a schedule of key personnel, with contact particulars as part of the health and safety file referenced in 5.27 of the specification.

### 5.24 MANAGEMENT MEETINGS

# 5.24.1 Technical Meetings

Technical meetings shall be held, on Site as often as deemed necessary by the CCT Representative. The Service Provider shall arrange for the Service Provider's representative to attend these meetings.

# 5.24.2 Site Meetings

Site meetings shall be held upon commencement of the Contract and thereafter to be held monthly or as deemed necessary by the CCT Representative.

# 5.24.3 Health and Safety Meetings

The Service Provider is required to hold Health and Safety meetings monthly and keep his safety file updated.

# 5.25 TRAINING

5.25.1 The City of Cape Town requires its technical staff, on an ad-hoc basis and as requested, to be trained and certified where required to be competent to carry out maintenance procedures on the specified makes and types of High Voltage AIS.

- 5.25.2 The Service Provider shall provide a description of the contents, duration of each course and prerequisites, if any, required of course participants. The information shall be of sufficient detail to evaluate the course and shall be attached to returnable schedules F.13 A7 for Section A, F.13 B7 for Section B, F.13 C7 for Section C, F.13 D7 for Section D, F.13 E7 for Section E, F.13 F7 for Section F and F.13 G7 for Section G
- 5.25.3 The Training Instructors provided shall have proven previous experience conducting the specified training for a minimum of three (3) years. The training instructors shall have a complete and thorough knowledge of the equipment and course material. The service provider shall complete details of training provided including the content of the courses, duration and date of the course and referral client information in returnable schedules F.13 A6 for Section A, F.13 B6 for Section B, F.13 C6 for Section C, F.13 D6 for Section D, F.13 E6 for Section E, F.13 F6 for Section F and F.13 G6 for Section G and attach a detailed CV of the training instructor. The information shall be used to establish the number of years of relevant experience of the Training Instructor.
- 5.25.4 The scope of the training shall be first line operation maintenance training which shall include but not limited to basic theory, operation and maintenance of the equipment and fault finding procedures for different failure modes and practical on-the-job application of the training provided.
- 5.25.5 The course shall accommodate five (5) candidates and each course participant shall receive a copy of the training manuals and other pertinent material with all changes and revisions to manuals and other documentation used during the training course.
- 5.25.6 CCT shall be responsible to provide a venue for the classroom part of the training.
- 5.25.7 All notes and learning material compiled in the execution and delivery of this tender will become the intellectual property of the City of Cape Town.
- 5.25.8 The service provider shall issue a course completion certificate for each of participants that successfully completes the course.

# 5.26 ENVIRONMENTAL MANAGEMENT SPECIFICATION

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# E1 TESTING - not applicable

# **E2** MEASUREMENT AND PAYMENT - not applicable

ANNEXURE A: ENVIRONMENTAL METHOD STATEMENT

ANNEXURE B: ENVIRONMENTAL SITE INSPECTION CHECKLIST

ANNEXURE C: CONSTRUCTION PERSONNEL INFORMATION POSTER

# E: ENVIRONMENTAL MANAGEMENT SPECIFICATION

#### E1 SCOPE

The Environmental Management Programme (EMP) for the project is comprised of this Environmental Management (EM) Specification and its Annexures, including the "Additional environmental issues deemed to form part of the Environmental Management Specification" attached as Annexure D hereto, which together cover the requirements for controlling the impact on the environment of construction activities.

# **E2** INTERPRETATIONS

# **E2.1** Supporting specifications

The following standardised specification shall, *inter alia*, apply to this Contract:

a) SANS 1200A, as may be varied or added to in the Scope of Work

# E2.2 Application

This EM Specification contains clauses that are generally applicable to the undertaking of construction works in areas where it is necessary to impose pro-active controls on the extent to which the construction activities impact on the environment.

In the event of any difference or discrepancy between the provisions of the Standardised Specifications and the provisions of the EM Specification, the latter shall prevail.

#### E2.3 Definitions and abbreviations

For the purposes of this EM Specification the following definitions and abbreviations shall apply:

# E2.3.1 Environment

The surroundings within which humans exist and that are made up of -

- a) the land, water and atmosphere of the earth;
- b) micro-organisms, plant and animal life;
- c) any part or combination of i) and ii) and the interrelationships among and between them; and
- d) the physical, chemical, aesthetic and cultural properties and conditions of the foregoing that influence human health and well-being.

# E2.3.2 Potentially hazardous substance

A substance which, in the reasonable opinion of the Employer's Agent, can have a deleterious effect on the environment.

# E2.3.3 <u>Method Statement</u>

A written submission by the Contractor to the Employer's Agent in response to the EM Specification or a request by the Employer's Agent, setting out the plant, materials, labour and method the Contractor proposes using to carry out an activity, in such detail that the Employer's Agent is enabled to assess whether the Contractor's proposal is in accordance with the Scope of Work and/or will produce results in accordance with the EM Specification.

# E2.3.4 Reasonable

Unless the context indicates otherwise, means reasonable in the opinion of the Employer's Agent after he has consulted with a person suitably experienced in "environmental implementation plans" and "environmental management plans" (both as defined in the National Environmental Management Act, 107 of 1998).

# E2.3.5 Solid waste

All solid waste, including construction debris, chemical waste, excess cement/ concrete, wrapping materials, timber, tins and cans, drums, wire, nails, domestic waste, dead vegetation, asphalt products, etc.

# E2.3.6 Contaminated water

Water contaminated by the Contractor's activities containing cements, concrete, lime, paint products, thinners, turpentine, chemicals, fuels, oils washing detergents, etc.

# E2.3.7 Working area

Any area within the boundaries of the Site where construction is taking place.

# E2.3.8 Contractor's camp or construction camp

The area designated for all temporary site offices, storage areas, construction plant parking areas, staff welfare facilities, etc.

# E2.3.9 Employer's Agent

The person/firm so named in the Contract Data, whose function is to administer the Contract as agent of the Employer, also known as the CCT Representative.

# E2.3.10 Employer's Agent's Representative (ER)

The natural person appointed by the Employer's Agent in terms of the Contract, who shall observe the execution of the Works, examine and test materials and workmanship, and deliver and receive communications to/from the Contractor.

# E2.3.11 Environmental Officer (EO)

Appointed by the Employer's Agent as his environmental representative on Site, with the mandate to enforce compliance with the EMP. The duties of the EO are stipulated in the City's guideline document for the EO and ER.

# E2.3.12 Environmental Control Officer (ECO)

An independent appointment to objectively monitor implementation of relevant environmental legislation, conditions of Environmental Authorisations (EAs), and the EMP for the project.

# E2.3.13 Environmental Site Officer (ESO)

Employed by the Contractor as his environmental representative to monitor, review and verify compliance with the EMP by the Contractor. The ESO must ensure that he is involved at all phases of the construction (from site clearance to rehabilitation).

#### E2.3.14 Abbreviations

The following abbreviations occur in this EM Specification:

EMP - Environmental Management Programme

EM Specification – Environmental Management Specification

EO - Environmental Officer

ECO - Environmental Control Officer

ESO - Environmental Site Officer

ER - Employer's Agent's Representative

MSDS - Material Safety Data Sheets

# E2.4 Employer's Agent's authority to delegate

In terms of Clause 3.2.4 of the General Conditions of Contract, Second Edition, 2010 (GCC 2010), the Employer's Agent has the authority to appoint a representative. Other than the Employer's Agent's Representative (ER) in terms of Clause 3.2, this can be in the form of an Environmental Officer (EO), who shall be responsible for monitoring compliance with the EMP. All instructions given by the EO shall go through the ER, who will then convey these to the Contractor, except in the case of an environmental emergency, in which case the EO can issue an instruction directly to the Contractor. An environmental emergency is one which, in the opinion of the EO, would cause serious environmental harm if not addressed immediately.

Depending on the nature/environmental sensitivity of the Contract the following variations in the organisational structure are possible:

- a) The ER may work together with an EO; or
- b) There may be an ER only (for construction projects with low potential for causing significant environmental impacts). In this case the ER has responsibility for the EO's functions.
- c) There may be an independently appointed Environmental Control Officer (ECO) who will fulfil essentially the same functions as the EO. The ECO may work with just the ER (if there is no EO) or may work with both the ER and EO.

The term "Employer's Agent" in this EM Specification refers to the Employer's Agent as defined in Clause E2.3.9 acting through the ER/EO/ECO as delegated.

For this Contract, Employer's Agent's Representative(s) (ER) will be appointed. Depending on the location of the work site, the Employer's Agent's Representative(s) (ER) will be the following:

HV Substations (South): Mr Ralph February
 HV Substations (North): Mr Mxolisi Ngongomana

HV Substation (East): Mr David Walker

unless notified otherwise in writing by the Employer's Agent.

#### E3 MATERIALS

# E3.1 Materials handling, use and storage

The Contractor shall ensure that any delivery drivers are informed of all procedures and restrictions (including "no go" areas) required to comply with the EM Specification. The Contractor shall ensure that these delivery drivers are supervised during offloading by someone with an adequate understanding of the requirements of the EM Specification.

Materials shall be appropriately secured to ensure safe passage between destinations. Loads, including but not limited to, sand, stone chip, fine vegetation, refuse, paper and cement, shall have appropriate cover to prevent them spilling from the vehicle during transit. The Contractor shall be responsible for any clean-up resulting from the failure by his employees or Contractors to properly secure transported materials.

All manufactured and or imported materials shall, where reasonably possible, be stored within the Contractor's camp and, if so required by the Employer's Agent, out of the rain. The location and method of protection of such materials stored outside of the Contractor's camp and the method of rehabilitation of these areas, shall be subject to the Employer's Agent's approval.

Stockpile areas shall be approved by the Employer's Agent before any stockpiling commences.

# E3.2 Hazardous substances

Hazardous chemical substances (as defined in the Regulations for Hazardous Chemical Substances in GN 1179 (25 August 1995)) stored on Site for use during construction shall be stored in secondary containers which are clearly and appropriately marked/signed. The relevant Material Safety Data Sheets (MSDS) shall be available on Site. Procedures detailed in the MSDSes shall be followed in the event of an emergency situation.

If potentially hazardous substances are to be stored on Site, the Contractor shall inform the Employer's Agent of such substances and provide a Method Statement detailing the substances/ materials to be used, together with the storage, handling and disposal procedures of the materials. Hazardous substances shall be stored out of flood risk areas and disposal of these substances shall be at a licensed waste disposal facility.

# E3.3 Storage and handling Sulfur hexafluoride (SF<sub>6</sub>)

All work activities involving the storage, testing, handling, re-use and disposal of Sulfur hexafluoride ( $SF_6$ ) shall conform to SANS 62271-4:2023 Edition 2 (High-voltage switchgear and control gear - Part 4: Handling procedures for  $SF_6$  and its mixtures) and such activities may only be executed by or under the direct supervision of suitable trained and certified personnel. Such personnel shall have been trained and certified in terms of current European Commission Regulations (Regulation EC/305/2008), or equivalent subject to approval by the Employer's Agent.

Accurate records that account fully for all quantities of re-used and new SF<sub>6</sub> handled during the execution of the work shall be compiled and maintained.

All incidents that result in the accidental release of  $SF_6$  into the environment shall be brought to the attention of the Employer's Agent without delay.

#### E4 PLANT

(Referring to "Construction Equipment" as defined in GCC 2010, and the Contractor's facilities as used in SANS 1200A)

# E4.1 Fuel (petrol and diesel) and oil

#### E4.1.1 Storage

If fuel and oil is to be stored on Site, then the Contractor shall submit a Method Statement covering the procedures for dealing with accidental hydrocarbon spillage and leaks, and detailing how these liquids will be stored, handled and disposed of.

The Employer's Agent shall approve the location of all fuel storage areas. All necessary approvals with respect to fuel storage and dispensing shall be obtained from the appropriate authorities. Symbolic safety signs depicting "No Smoking", "No Naked Lights" and "Danger" conforming to the requirement of SANS 1186 are to be prominently displayed in and around the fuel storage area. There shall be adequate fire-fighting equipment at the fuel storage area.

The Contractor shall ensure that all liquid fuels and oils are stored in tanks with lids, which are kept firmly shut and adequately secured. The capacity of the tank shall be clearly displayed and the product contained within the tank clearly identified using the emergency information system detailed in SANS 0232 part 1. Fuel storage tanks shall have a capacity not exceeding 9000 litres and shall be kept on site only for as long as fuel is needed for construction activities, on completion of which they shall be removed.

The tanks shall be situated on a smooth impermeable base with an earth bund. The volume inside the bund shall be 110% of the total capacity of the largest storage tank. The base may be constructed of concrete, or of plastic sheeting with impermeable joints, covered by a layer of compacted earth to protect the sheeting. The impermeable lining shall extend to the crest of the bund. The floor of the storage area shall be sloped to enable any spilled fuel and/or fuel-contaminated water to be removed easily.

If any rainwater collects in the bunded areas, it shall be promptly removed and taken off Site to a disposal site approved by the Employer's Agent.

Only empty and externally clean tanks may be stored on the bare ground. Empty and externally dirty tanks shall be sealed and stored on an area where the ground has been protected.

Adequate precautions shall be provided to prevent spillage during the filling of any tank and during the dispensing of the contents. If fuel is dispensed from 200 litre drums, the proper dispensing equipment shall be used, and the drum shall not be tipped in order to dispense fuel. The dispensing mechanism for the fuel storage tanks shall be stored in a waterproof container when not in use.

# E4.1.2 Refuelling

The refuelling of plant and vehicles on site is prohibited.

#### E4.1.3 Treatment and remediation

Treatment and remediation of hydrocarbon spill and leak areas shall be undertaken to the satisfaction of the Employer's Agent. In the event of a hydrocarbon spill the source of the spillage shall be isolated and the spillage contained.

# E4.2 Ablution and toilet facilities

Washing, whether of the person or of personal effects, defecating and urinating are strictly prohibited other than at the facilities provided.

The Contractor's personnel will be permitted to use the City's ablution facilities on site.

Should the City's ablution facilities on site not meet the following minimum requirements, the Contractor shall provide facilities which conform to the following minimum standards:

Toilet facilities provided by the Contractor shall occur in a ratio of not less than 1 toilet per 30 workers (1:15 is preferred) of each sex.

Toilet facilities shall be located on the substation premises, all to the satisfaction of the Employer's Agent. All portable toilets shall be adequately secured to the ground to prevent them toppling over as a result of wind or any other cause.

The Contractor shall ensure that the entrances to these toilets are adequately screened from view, that they are maintained in a hygienic state, serviced regularly, that no spillage occurs when they are cleaned and that contents are removed from Site. Toilets shall also be emptied before any temporary site closure for a period exceeding one week. Discharge of waste from toilets into the environment and burial of waste is strictly prohibited. The Contractor shall provide toilet paper at all times.

No ablution facilities shall be located closer than 50m to any water body

If applicable, a Method Statement shall be provided by the Contractor detailing the provision, location, and maintenance of ablution facilities.

# E4.3 Eating areas

The Contractor shall designate eating areas on the work site. The feeding of, or leaving of food for, animals is strictly prohibited. Sufficient bins, as specified in Clause E4.4 below, shall be present in these areas

Any cooking on Site shall be done on well-maintained gas cookers with fire extinguishers present. No open fires for cooking purposes shall be permitted, unless for occasional use in facilities specifically provided for this purpose and within the confines of the Contractor's camp.

The location of the eating and cooking area shall to the satisfaction of the Employer's Agent.

# E4.4 Solid waste management

# E4.4.1 Litter and refuse

The site shall be kept neat and clean at all times, littering is prohibited.

No on-site burying or dumping of any waste materials, vegetation, litter or refuse shall occur. The Contractor shall provide scavenger and weatherproof bins with lids, of sufficient number and capacity to store the solid waste produced on a daily basis. The lids shall be kept firmly on the bins at all times. Bins shall not be allowed to become overfull and shall be emptied regularly, at least once a week. Waste from bins may be temporarily stored on Site in a central waste area that is weatherproof and scavenger-proof, and which the Employer's Agent has approved. Wherever possible refuse shall be recycled, and containers for glass, paper, metals and plastics shall be provided and the contents delivered to suitable recycling facilities when necessary.

All other litter and refuse shall be disposed of off Site at an approved landfill site. The Contractor shall supply the Employer's Agent with a certificate of disposal.

#### E4.4.2 Construction waste

Where possible all construction waste or spoil material shall be recycled, either on Site or elsewhere. As a last resort all construction waste shall be disposed of off Site at an approved landfill site. The Contractor shall supply the Employer's Agent with a certificate of disposal.

# **E4.5** Contaminated water management

Potential pollutants of any kind and in any form shall be kept, stored, and used in such a manner that any spill or escape can be contained and the water table and/or any adjacent water courses or bodies are not endangered. Spill kits which can be used to contain and/or mop up spills shall be available. Water containing such pollutants as cements, concrete, lime, chemicals, oils and fuels shall be discharged into a conservancy tank for removal from the Site to a licensed disposal facility. This particularly applies to water emanating from concrete batching plants and to runoff from fuel storage, refuelling or construction equipment washing areas. Wash down areas shall be placed and constructed in such a manner so as to ensure that the surrounding areas are not polluted.

No paint products, chemical additives and cleaners, such as thinners and turpentine, may be disposed of into the storm water system or elsewhere on Site. Brush/roller wash facilities shall be established to the satisfaction of the Employer's Agent.

A Method Statement shall be provided by the Contractor detailing the management of contaminated water.

Should contaminated water be released into the environment, specifically into a water course, monitoring thereof shall commence in accordance to the National Water Act, 36 of 1998, Section 21(f) – refer to GN 399 (26 March 2004). Contaminated water must not be released into the environment without authorisation from the relevant authority.

The Contractor shall notify the Employer's Agent immediately of any pollution incidents on Site and, at his own cost, take all reasonable measures to contain and minimise the effects of the pollution.

Any rehabilitation of the environment required as a result of such pollution shall be carried out by the Contractor at his own cost in accordance with a Method Statement approved by the Employer's Agent.

# E4.6 Site structures - not applicable

# E4.7 Lights

The Contractor shall ensure that any lighting installed on the Site for his activities does not cause a reasonably avoidable disturbance to other users of the surrounding area.

Lighting installed shall, as far as practically possible, be energy efficient. Lighting utilised on Site shall be turned off when not in use.

# E4.8 Workshop, equipment maintenance and storage

No workshops or plant maintenance facilities shall be constructed on Site for performing major or routine maintenance of equipment and vehicles.

The Contractor shall ensure that in those areas where, after obtaining the Employer's Agent's approval, the Contractor carries out emergency or minor routine plant maintenance, there is no contamination of the soil, water sources or vegetation. Drip trays to collect waste oil and other lubricants shall be provided in any areas of the Site where such maintenance takes place. Drip trays must be emptied regularly and after rain, and the contents disposed of at a licensed disposal facility.

All vehicles and plant shall be kept in good working order. Leaking vehicles and plant shall be repaired immediately or removed from the Site.

The washing of vehicles and plant on Site shall be restricted to emergency or minor routine maintenance requirements only. Washing may only be undertaken in areas designated by the Employer's Agent.

# E4.9 Noise

The Contractor shall limit noise levels (for example, by installing and maintaining silencers on plant). The provisions of SANS 1200A Clause 4.1 regarding "built-up areas" shall apply.

Appropriate directional and intensity settings are to be maintained on all hooters and sirens.

No amplified music shall be allowed on Site. The use of audio equipment shall not be permitted, unless the volume is kept sufficiently low so as to be unobtrusive. The Contractor shall not use sound amplification equipment on Site, unless in emergency situations.

Construction activities generating output levels of 85 dB(A) or more in residential areas, shall be confined to the hours 08h00 to 17h00 Mondays to Fridays. Should the Contractor need to do this work outside of the above times, he shall do so only with the approval of the Employer's Agent, and the surrounding communities shall be informed prior to the work taking place.

#### E5 CONSTRUCTION

#### E5.1 Method Statements

The Contractor shall submit the environmental method statements required within such reasonable time as the Employer's Agent shall specify or as required by the EM Specification. The Contractor shall not commence any activity until the Method Statement in respect thereof has been approved and shall, except in the case of emergency activities, allow a period of two weeks for consideration of the Method Statement by the Employer's Agent.

The Employer's Agent may require changes to a Method Statement if the proposal does not comply with the specification or if, in the reasonable opinion of the Employer's Agent, the proposal may result in, or carries a greater than reasonable risk of, damage to the environment in excess of that permitted by the EM Specification.

Approved Method Statements shall be readily available on the Site and shall be communicated to all relevant personnel. The Contractor shall carry out the Works in accordance with the approved Method Statement. Approval of the Method Statement shall not absolve the Contractor from any of his obligations or responsibilities in terms of the Contract.

Changes to the way the Works are to be carried out must be reflected by amendments to the original approved Method Statements, and these amendments require the signature of both the Contractor and the Employer's Agent.

Method Statements shall consider all environmental hazards and risks identified by the Contractor and/or Employer's Agent and shall contain sufficient information and detail to enable the Employer's Agent to assess the potential negative environmental impacts associated with the proposed activity and shall cover applicable details with regard to:

- a) Construction or service procedures,
- b) materials and equipment to be used,
- c) getting the equipment to and from Site,
- d) how the equipment/material will be moved while on Site,
- e) how and where material will be stored,
- the containment (or action to be taken if containment is not possible) of leaks or spills of any liquid or material that may occur,
- g) the control of fire,

- h) timing and location of activities,
- i) compliance/non-compliance with the EM Specification,
- i) any other information deemed necessary by the Employer's Agent.

The format to be used for the required method statements is bound in Annexure A of this EM Specification. The Contractor (and, where relevant, any sub-contractors) must also sign the Method Statement, thereby indicating that the work will be carried out according to the methodology contained in the approved Method Statement.

# E5.1.1 Method Statements to be provided within 14 days from the Commencement Date

- Ablution Facilities: number of, location, cleaning, method of securing to the ground, etc. of portable toilets (E4.2), if applicable.
- Solid Waste Management: number of, type, location, cleaning, method of securing to the ground, etc. of bins (E4.4).
- c) Environmental Awareness Training: logistics for the environmental awareness courses for all the Contractor's management staff, as well as other employees (E5.2).
- d) Emergency Procedures for Accidental Hydrocarbon Leaks and Spillages (E4.1 and E5.8).
- e) Storage and handling of Sulfur Hexafluoride gas, including samples of the required SF<sub>6</sub> record sheets

# E5.2 Environmental Awareness Training

It is a requirement of this Contract that environmental awareness training courses are run for all personnel on Site. Two types of courses shall be run: one for the Contractor's and subcontractors' management, and one for all site staff and labourers. Courses shall be run during normal working hours at a suitable venue provided by the Contractor. All attendees shall remain for the duration of the course and sign an attendance register that clearly indicates participants' names on completion, a copy of which shall be handed to the Employer's Agent. The Contractor shall allow for sufficient sessions to train all personnel. Subsequent sessions shall be run for any new personnel coming onto Site. A Method Statement with respect to the organisation of these courses shall be submitted.

Notwithstanding the specific provisions of this clause, it is incumbent upon the Contractor to convey the spirit of the EM Specification to all personnel involved with the Works.

# E5.2.1 Training Course for Management and Foremen

The environmental awareness training course for management shall include all management and foremen. The course, which shall be presented by the Employer's Agent or his designated representative, shall be of approximately one hour duration. The course shall be undertaken prior to the commencement

of work on Site.

# E5.2.2 Training Course for Site Staff and Labour

The environmental awareness training course for site staff and labour shall be presented by the Contractor from material provided by the Employer's Agent. The course shall be approximately one hour long. The course shall be undertaken not later than 3 working days after the commencement of work on Site, with sufficient sessions to accommodate all available personnel.

All the Contractor's employees, sub-contractors' employees and any Contractors' employees that spend more than 1 day a week or four days in a month on Site shall attend the Environmental Awareness Training Course for Site Staff and Labour

# E5.3 Contractor's Environmental Representative (ESO)

The Contractor shall appoint an environmental representative, also called an Environmental Site Officer (ESO), who shall be responsible for undertaking a daily site inspection to monitor compliance with this EM Specification. The Contractor shall forward the name of the environmental representative (ESO) to the Employer's Agent for his approval. The environmental representative (ESO) shall complete Environmental Site Inspection Checklists (Annexure B attached hereto) and these shall be submitted to the Employer's Agent once a week.

# E5.4 Site division, demarcation and "no go" areas

The Contractor shall restrict all his activities, materials, plant and personnel to within the Site or any particular working areas specified or indicated on the drawings, or as instructed by the Employer's Agent or the Employer's Agent's Representative(s).

The Contractor shall erect and maintain permanent and/or temporary fences of the type and in the locations specified elsewhere in the Scope of Work or on the drawings. Such fences shall, if so specified, be erected before undertaking any construction activities.

Where environmentally sensitive areas are specified as "no go" areas, the Contractor shall ensure that, insofar as he has the authority, no person, plant or material shall enter the "no go" areas at any time.

# E5.5 Access routes/ haul roads – not applicable

# E5.6 Construction personnel information posters

The Contractor shall erect and maintain information posters for the information of his employees, depicting actions to be taken to ensure compliance with aspects of the EM Specification. A2 information posters,

printed on white vinyl, shall be erected at the eating areas and any other locations specified by the Employer's Agent.

The specification for the poster is presented in Annexure C of this EM Specification. The symbols shall be black and the circles shall be red lines. The Contractor shall ensure that the construction personnel information posters are not damaged in any way, and shall replace a poster if any part of it becomes illegible.

#### E5.7 Fire control

Other than for cooking purposes as specified in Clause E4.3, no fires may be lit on Site. Any fires which occur shall be reported to the Employer's Agent immediately.

Smoking shall not be permitted in those areas where it is a fire hazard. Such areas shall include fuel storage and refuelling areas, and any other areas where the vegetation or other materials are susceptible to the start and rapid spread of fire.

In terms of the National Environment Management: Air Quality Act, 39 of 2004 and Community Fire Safety By-law, burning is not permitted as a disposal method.

The Contractor shall appoint a Fire Officer (who may be the ESO) who shall be responsible for ensuring immediate and appropriate actions in the event of a fire and shall ensure that employees are aware of the procedure to be followed. The Contractor shall advise the relevant authority of a fire as soon as one starts and shall not wait until he can no longer control it. The Contractor shall forward the name of the Fire Officer to the Employer's Agent for his approval.

The Contractor shall comply with Clause 27 of the Construction Regulations, 2003 where applicable, and shall ensure that there is suitable and sufficient fire-fighting equipment available on Site at all times.

The Contractor shall be liable for any costs relating to the rehabilitation of burnt areas, should the fire be the result of the Contractor's activities on Site

The Contractor shall submit a Method Statement to the Employer's Agent covering the procedure to be followed in the event of a fire.

# E5.8 Emergency procedures

The Contractor's attention is drawn to the Method Statements required in terms of Clauses E4.1 and E5.7 above. Such Method Statements shall include procedures to be followed by the Contractor in the event of an emergency.

Furthermore, in the event of an emergency the Contractor shall contact the City of Cape Town's Emergency Call Centre by telephoning 107 or 021 480 7700 (from a cell phone). Telephone numbers of emergency services, including the local firefighting service, shall be posted conspicuously in the Contractor's office near the telephone.

# E5.9 Health and safety

The Contractor shall comply with requirements of the Occupational Health and Safety Act, 85 of 1993 and Construction Regulations, 2003, the Health and Safety Specification and relevant clauses of GCC 2010, insofar as health and safety is concerned.

- E5.10 Community relations not applicable
- E5.11 General protections in terms of the National Heritage Resources Act, 25 of 1999 not applicable
- E5.12 Protection of natural features not applicable
- E5.13 Protection of flora and fauna not applicable
- E5.14 Erosion and sedimentation control not applicable

#### E5.15 Aesthetics

The Contractor shall take any requisite measures to ensure that construction activities do not have an undue negative impact on the aesthetics of the area.

# E5.16 Temporary site closure

In the event of temporary site closure exceeding one week, the Contractor's ESO shall carry out checks and ensure that, amongst others, the following conditions pertain and report on compliance with this clause:

- a) Fire extinguishers are serviced and accessible.
- b) There is adequate ventilation in enclosed spaces.
- c) All hazardous substance stores are securely locked.
- d) Fencing and barriers are in place.
- e) Emergency and management contact details are prominently displayed and available.
- f) Wind and dust mitigation measures, e.g. straw, brush packs, irrigation, etc. are in place.
- g) Excavated and filled slopes and stockpiles are at a stable angle and capable of accommodating normal expected water flows.
- h) There are sufficient detention ponds or channels in place.
- i) Cement and materials stores are secured.
- i) Toilets are empty and secured.
- k) Central waste area and all refuse bins are empty and secured.
- I) Contaminated water conservancy tank empty.

m) Any bunded areas are clean and treated with an approved product where applicable
 (e.g. Spill Sorb or Enretech #1 powder or equivalent).

n) Drip trays are empty and secure

# E5.17 Asphalt and bitumen – not applicable

#### E5.18 Dust

The Contractors shall be solely responsible, at his cost, for the control of dust arising from his activities on Site, and for any costs involved in damages resulting from the dust. The Contractor shall take all reasonable measures to minimise the generation of dust

# E5.19 Contractor's advertising signage

Any advertising on the Site or any part of the Works shall remain at the sole discretion of the Employer, who reserves the right to order, via the Employer's Agent, its removal, covering or re-sizing, wherever placed, at no cost to the Employer.

Apart from at the Contractor's camp, no signage advertising the Contractor, or any of its subcontractors, manufacturers, Contractors or service providers shall be placed, fixed or erected anywhere on the Site or on the Works without the prior approval of the Employer's Agent. No advertising signage will be permitted on any designated scenic route. Notwithstanding any prior approval given, the Employer's Agent may instruct the Contractor to remove, cover or re-size any advertising signage at any time at no cost to the Employer.

Advertising signage at the Contractor's camp shall be appropriately designed and sized with due consideration to the surrounding environment, views and sight lines.

Branding or identification markings on the Contractor's and subcontractor's vehicles and equipment is generally permitted, although the Employer reserves the right to instruct, via the Employer's Agent, the removal, covering or re-sizing of any branding, markings or signage, on any equipment (scaffolding, for example), which it considers inappropriate in the environment in which it is placed.

No third party advertising (that is, in respect of any person, business or product that is not associated with the Works) shall be permitted anywhere on the Site or Works.

# E5.20 Clearance of Site on completion

On completion of the Works, and at final completion when all defects have been remedied or corrected, the Contractor shall, in addition to the requirements for clearance of the Site in terms of the Contract, ensure that he has complied with the following requirements in terms of this EM Specification:

# E5.20.1 Clause E3.1

Clean-up of improperly secured transported materials, and rehabilitation of storage areas.

# E5.20.2 Clause E4.1.3

Remediation of hydrocarbon spill and leak areas.

# E5.20.3 Clause E4.4

Disposal of litter, refuse and Contractor's waste.

# E5.20.4 Clause E5.4

Removal of temporary fences and Contractor's camp.

# E5.20.5 Clause E5.5

Repair of access roads damaged by the Contractor, and rehabilitation of temporary access routes.

# E5.20.6 Clause E5.7

Rehabilitation of burnt areas should a fire be the result of Contractor's activities on Site.

# E5.20.7 Clauses E5.11 to 5.13

Rehabilitation of heritage and natural features, including vegetation which is damaged or disturbed, which required protection in terms of these clauses.

# E5.20.8 Clause E5.14

Rectification where erosion and/or sedimentation has occurred due to the fault of the Contractor

# E5.20.9 Clause E5.19

Removal of Contractor's advertising signage.

# E6 TOLERANCES

# E6.1 Fines

Environmental management is concerned not only with the final results of the Contractor's operations, but also with the control of how these operations are carried out. Tolerance with respect to environmental matters applies not only to the finished product, but also to the standard of the day-to-day operations required to complete the Works.

It is thus required that the Contractor shall comply with the EM Specification on an on-going basis and any failure on his part to do so will entitle the Employer's Agent to certify the imposition of a fine. Fines may be issued per incident at the discretion of the Employer's Agent. Such fines will be issued in addition to any remedial costs incurred as a result of non-compliance with the environmental specifications. The Employer's Agent will inform the Contractor of the contravention and the amount of the fine, and will deduct the amount from monies due in payment certificates issued under the Contract.

Maximum fines for the following transgressions by either the Contractor and/or his sub-contractors may be imposed by the Employer's Agent, as follows:

		Maximum fine per incident
a)	Persistent and unrepaired oil leaks from machinery/not using a drip tray	R 3 000
	to collect waste oil and other lubricants/not using specified absorbent	
	material to encapsulate hydrocarbon spillage/using inappropriate	
	methods of refuelling (the use of a funnel rather than a pump).	
b)	Refuelling in areas not approved by the Employer's Agent.	R 3 000
c)	Litter on Site.	R 1 000
d)	Deliberate lighting of fires on Site.	R 5 000
e)	Individual not making use of the Site ablution facilities.	R 1 000
f)	Dust or excessive noise emanating from the site	R 1 000
g)	Uncontrolled release of SF <sub>6</sub> to the atmosphere	R 10 000

For each subsequent similar offence the fine shall be doubled in value to a maximum value of R50 000.

# E7 TESTING - not applicable

# E8 MEASUREMENT AND PAYMENT - not applicable

# ANNEXURE A: ENVIRONMENTAL METHOD STATEMENT

CONTRACT:	DATE:
PROPOSED ACTIVITY (give title of method state	ement and reference number from the EMP):
WHAT WORK IS TO BE UNDERTAKEN (give a accurate description given):	brief description of the works - attach extra information to ensure
WHERE THE WORKS ARE TO BE UNDERTAKE the extent of the works):	KEN (where possible, provide an annotated plan and a full description of
START AND END DATE OF THE WORKS FOR	WHICH THE METHOD STATEMENT IS REQUIRED:
Start Date:	End Date:

HOW THE WORKS ARE TO BE UNDERTAKEN (provide as much detail as possible, including annotated sketches and plans where possible):				

Note: please give too much information rather than too little. Please ensure that issues such as emergency procedures, hydrocarbon management, wastewater management, access, individual responsibilities, materials, plant used, maintenance of plant, protection of natural features, etc. are covered where relevant

# **DECLARATIONS**

# 1) EMPLOYER'S AGENT'S REPRESENTATIVE/ENVIRONMENTAL OFFICER/ENVIRONMENTAL CONTROL OFFICER

The work described in this Method Statement, if carried out according to the methodology described, appears to be satisfactorily mitigated to prevent avoidable environmental harm:

(Signed)

(Print name)

# 2) CONTRACTOR

Dated: \_\_\_

(Signed)

Dated: \_\_\_

I understand the contents of this Method Statement and the scope of the works required of me. I further understand that this Method Statement may be amended on application to other signatories and that the Employer's Agent's Representative/Environmental Officer/Environmental Control Officer will audit my compliance with the contents of this Method Statement. I understand that this method statement does not absolve me from any of my obligations or responsibilities in terms of the Contract.

, , , ,	Statement. I understand that this method statement sponsibilities in terms of the Contract.
(Signed)	(Print name)
Dated:	
3) EMPLOYER'S AGENT	
The works described in this Method Stateme	nt are approved.

(Designation)

(Print name)

# ANNEXURE B: ENVIRONMENTAL SITE INSPECTION CHECKLIST

To be submitted to the Employer's Agent once a week

CONTRACT:	DATE:

	ENVIRONMENTAL ASPECT	YES/ NO (✓ or X)	COMMENTS
•	All new personnel on Site are aware of the contents of the EMP and have been through the environmental awareness course.		
•	Contractor's camp is neat and tidy and the labourers' facilities are of an acceptable standard.		
•	Sufficient and appropriate firefighting equipment is visible and readily available in the appropriate places.		
•	Waste control and removal system is being maintained.		
•	Fences are being maintained.		
•	Drip trays are being utilised where there is a risk of spillage.		
•	Bunded areas/drip trays are being emptied on a regular basis (especially after rain).		
•	No leaks are visible from construction vehicles.		
•	Refuelling of vehicles and plant occurs within designated areas, and appropriate refuelling apparatus and drip trays are being used.		
•	"No go" areas, natural features, vegetation, etc. have not been damaged.		
•	Dust control measures (if necessary) are in place and are effectively controlling dust.		
•	Noise control measures (if necessary) are in place and are working effectively.	120	

•	Erosion and sedimentation control measures (if necessary) are in place and are controlling effectively.	Not applicable	
•	Material stockpiles are located within the boundary of the Site and are protected from erosion.		
•	SF <sub>6</sub> Control policy being adhered to?		
•	Hazardous substances are stored correctly		

Campleted by	Cianad.
Completed by:	Signed:
••···p·•·•·	G.g.: Ga:

# ANNEXURE C: CONSTRUCTION PERSONNEL INFORMATION POSTER

# DO'S AND DON'TS ENVIRONMENTAL MANAGEMENT

Workers & equipment must stay inside the site boundaries at all

Do not throw oil, petrol, diesel, concrete or rubbish in the Do not swim in or drink from streams

Do not work in the stream without direct instruction

Do not damage the banks or vegetation of the stream

Ask your supervisor or Contract's Manager to remove animals Protect animals on the site

found on site

Do not damage or cut down any trees or plants without permission

Do not pick flowers

Do not smoke near gas, paints or petrol Put cigarette butts in a rubbish bin

Know the positions of fire fighting equipment Do not light any fires without permission

Do not burn rubbish or vegetation without permission Report all fires

Empty drip trays after rain & do not throw this water into a river Work with petrol, oil & diesel in areas marked for this Report any petrol, oil & diesel leaks or spills Use a drip tray under vehicles & machinery

Try to avoid producing dust - wet dry ground & soil

Do not make loud noises around the site, especially near Report or repair noisy vehicles schools and homes



Report full or leaking toilets Use the toilets provided

Only eat in demarcated eating areas Never eat near a river or stream

Put packaging & leftover food into rubbish bins

Do not litter - put all rubbish (especially cement bags) into the

The responsible person should empty bins regularly Report full bins to your supervisor bins provided

Always keep to the speed limit Drivers - check & report leaks

Ensure loads are secure & do not spill

Know all the emergency phone numbers



Fines of between R1000 and R5000 Construction may be stopped Removal from site



Report any breaks, floods, fires, leaks and injuries to your Ask questions! supervisor



# 5.27 HEALTH AND SAFETY SPECIFICATION

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# H10 CCT HIGH VOLTAGE SUBSTATIONS: ADDITIONAL SAFETY SPECIFICATIONS

#### H: HEALTH AND SAFETY SPECIFICATION

#### H1 DEFINITIONS

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

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

#### H2 SCOPE

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

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

#### H3 INTERPRETATION

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

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

#### H4 GENERAL REQUIREMENTS

The Contractor shall:

a) create and maintain a safe and healthy work environment;

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

# **H5 ADMINISTRATION**

# H5.1 Occupational Health and Safety Agreement

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

# H5.2 Good standing with the Compensation Fund or a licensed compensation insurer

The Contractor shall provide the Employer's Agent with a letter of good standing from the Compensation Commissioner or a licensed compensation insurer before the commencement of the Works on Site.

# H5.3 Emergency procedures

The Contractor shall submit for acceptance to the Employer's Agent a health and safety emergency procedure, which includes but is not limited to fire, spills, accidents and exposure to hazardous substances, which:

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

The Contractor shall within 24 hours of an emergency taking place notify the Employer's Agent in writing of the emergency and briefly outline what happened and how it was dealt with.

# H5.4 Health and safety file

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

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

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

# H5.5 Health and safety committee

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

The Employer's Agent or the Employer's Health and Safety Agent shall be invited to attend such meetings as an observer.

The Contractor shall ensure that minutes of the health and safety committee meetings are kept.

# H5.6 Inspections, formal enquires and incidents

The Contractor shall inform the Employer's Agent:

- a) beforehand of inspections, investigations or formal inquiries of which he has been notified by an inspector; and
- as soon as reasonably practicable of the occurrence of an incident (as defined in the OHS Act)
   on the Site.
- c) All incidents referred to in terms of Section 24 or the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour

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

The Contractor shall investigate all incidents and issue the Employer's Agent with copies of such investigations.

# H5.8 Personal protective equipment and clothing

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

# H6 APPOINTMENTS

# H6.1 Appointment of health and safety officers

The Contractor may, having considered the size of the project, the degree of danger likely to be encountered or the accumulation of hazards or risks on the Site, appoint a full-time or part-time health and safety officer in writing, who has in the Contractor's opinion the necessary competencies and resources, to assist the Contractor in the control of all health and safety related aspects on the Site.

The Contractor shall compile and maintain an organogram which outlines the roles and responsibilities of the health and safety officers.

# Other competent persons

The Contractor shall appoint in writing competent persons to:

- a) induct employees in health and safety; and
- b) prepare a fall protection plan, if applicable.

# H6.4 Health and safety representative(s)

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

# H7 EMPLOYER'S HEALTH AND SAFETY AGENT

The Employer's Health and Safety Agent shall:

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

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

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

The Employer's Health and Safety Agent shall be the CCT Representative and/or his duly appointed delegates:

HV Substations (South): Mr Ralph February

HV Substations (North): Mr Mxolisi Ngongomana

HV Substation (East): Mr David Walker

# H8 CREATING AND MAINTAINING A SAFE AND HEALTHY WORK ENVIRONMENT

#### H8.1 General

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

- cause a preliminary hazard identification to be performed by a competent person before commencing any physical activity;
- b) evaluate the risks associated with such work constituting a hazard to the health and safety of such employees and the steps that need to be taken to comply with the OHS Act; and
- c) as far as is reasonably practicable, prevent the exposure of such employees to the hazards concerned or, where prevention is not reasonably practicable, minimise such exposure.
- d) no structure or part of a structure is loaded in a manner which would render it unsafe;

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

# H8.2 Risk assessment

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

- a) identify the risks and hazards to which persons may be exposed to;
- b) analyse and evaluate the identified risks and hazards based on a documented method;
- document a plan of safe work procedures, including the use of any personal protective
  equipment or clothing and the undertaking of periodic "toolbox talks" or inductions before
  undertaking hazardous work, in order to mitigate, reduce or control the risks and hazards
  that have been identified;
- d) provide a monitoring plan; and
- e) provide a review plan.

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

The Contractor must review the relevant risk assessment -

f) when an incident has occurred.

# H8.3 Health and safety plans

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

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

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

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

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

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

The Contractor shall conduct periodic audits for compliance with the approved health and safety plan at intervals agreed upon with the Employer's Health and Safety Agent, but at least once every month.

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

# H8.4 Responsibilities towards employees and visitors

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

The Contractor shall ensure that all employees under his control are informed, instructed and

trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment.

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

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

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

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

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

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

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

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

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

# н1.1 Subcontractors

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

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

# H1.2 Work permits and wayleaves

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

#### н1.3 Access to the Site

The Contractor shall ensure that access to the Site is strictly controlled and that, where possible, only authorised persons are permitted onto the Site.

The Contractor shall control the access to Site of his own personnel and equipment, and that of his subcontractors and Contractors, in such a way so as to ensure that the safety of all public pedestrian and vehicular traffic is not compromised.

# H1.4 First aid and emergency procedures

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

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

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

Telephone numbers of emergency services;

The names of all safety representatives and safety officers; and

The name(s) of the competent first aider(s).

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

# н1.5 Housekeeping

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

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

# н1.6 Fire precautions

The Contractor shall ensure that all appropriate measures are taken to minimise the risk of fire and that appropriate procedures and equipment are in place to deal with the event of a fire, all in accordance with Construction Regulation 29 and the Environmental Management Specification in in Part 5.4.5 of the SPECIFICATION

#### н1.7 Facilities for workers

The Contractor shall provide ablution facilities and eating areas all as specified in the Environmental Management Specification in Part 5.4.5 of the SPECIFICATION.

# H1.8 Materials, substances, tools and machinery used on site

No substandard materials, substances, tools and machinery shall be used on the site.

No use shall be made of any of the Employer's machinery/plant/equipment/substance/personal protective equipment or any other article without prior arrangement and written approval.

# H2 GENERAL HAZARDS AND RISKS APPLICABLE TO WORK REQUIRED IN TERMS OF THIS TERM CONTRACT

# **H9.1** Existing Site conditions

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

- Live high, medium and low voltage electrical equipment
- Electrical switchgear filled with Sulfur Hexafluoride (SF<sub>6</sub>)
- Anticipated weather conditions
- Work in confined spaces

#### H9.2 Environmental hazards

The following commonly used materials and substances potentially pose an environmental hazard:

Sulfur Hexafluoride (SF<sub>6</sub>)

# H9.3 Hazardous substances (GNR 1179)

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

- All materials contained in pressurised containers
- Insulating oils and compounds
- Electrical cleaning agents
- SF<sub>6</sub> decomposition products

# H9.4 Fall protection (working at heights) (CR 10)

- H9.5 Cranes (CR22)
- H9.6 Electrical installations and machinery (EMR, CR24)
- H9.7 Flammable liquids (CR 25)
- H9.8 Confined spaces

#### H9.9 Other

The high voltage AIS to be worked on, includes various mechanical and hydraulic drive mechanisms and energy storage devices.

#### H10 CCT HIGH VOLTAGE SUBSTATIONS: ADDITIONAL SAFETY SPECIFICATIONS:

- **H10.1** The work to be undertaken, will take place in high voltage substations located in proximity of other live equipment.
- H10.2 No work may be commenced and executed without the required safety measures being implemented and receipt of a written permit, issued by a suitably authorised City of Cape Town High Voltage Operator.

Permits to Work can be obtained from:

- HV Substations (South): Mr. Ralph February 021 400 4798 / 084 888 1066
- HV Substations (North): Mr. Mxolisi Ngongomana 021 444 1563 / 073 864 2090
- HV Substation (East): Mr. David Walker 021 444 1562 / 082 293 2579
- **H10.3** The Contractor must deploy a Responsible Person, appointed in terms of NRS 040 or Eskom ORHVS, on site to ensure that all work is carried out safely.
- H10.4 Besides the Responsible Person, all personnel deployed by the Contractor on site shall have been made aware of the safety risks present in high voltage installations and have been trained to execute all the specified work safely, and shall have previous work experience at high voltage installations.
- Where work is required in a prohibited or restricted area of the substation, the Contractor's personnel must be accompanied by a suitably authorised person from CCT EGD High Voltage division.
- H10.6 Should situations arise on site that are unsafe or appear to the personnel to be unsafe or dangerous, such personnel must promptly and applying reasonable judgement, interrupt their work on site and/or vacate the work site in order secure themselves and the work place. They must inform the Responsible Person without delay, and shall only resume work after the work site has been adequately made safe or the affected equipment is safe to work on again.

# 5.28 TRADE NAMES OR PROPRIETARY PRODUCTS

Tenderers/Suppliers must note that wherever this document refers to any particular trade mark, name, patent, design, type, specific origin or producer, such reference shall be deemed to be accompanied by the words "or equivalent".

# 5.29 EMPLOYMENT OF SECURITY PERSONNEL

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

#### 5.30 FORMS FOR CONTRACT ADMINISTRATION

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

a) Monthly Project Labour Report (described below)

The Monthly Project Labour Report must include details of <u>all</u> labour (including that of sub-contractors) that are South African citizens earning less than **R350** 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.

# **C.6 SPECIAL CONDITIONS OF CONTRACT**

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

# 1. Definitions

Insert new clause 1.1A with the following:

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

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

1.21 'Purchaser' means the City of Cape Town. The address of the Purchaser is 12 Hertzog Boulevard, Cape Town, 8001 (chosen domicilium citandi et executandi).

Add the following after Clause 1.25:

- 1.26 'Supplier' means the provider of Goods and / or Services with whom the Contract is concluded also referred to as "contractor" in the GCC.
- 1.27 "Intellectual Property" means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, copyright and rights in nature of copyright, design rights, rights in databases, know-how, trade secrets and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites
- 1.28 "Working Day" means Monday to Friday excluding weekends and Public Holidays (in the Republic of South Africa).

# 3. General Obligations

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

- 3.2 The Parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.
- 3.3 If the Supplier is a joint venture, all parties in a joint venture or consortium shall be jointly and severally liable to the Purchaser in terms of the Contract and shall carry individually the minimum levels of insurance stated in the Contract, if any.
- 3.4 The Parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the Delivery of the Goods and/or Services and give all notices and pay all

charges required by such authorities.

- 3.4.1 The Parties agree that this Contract shall also be subject to the CCT's Supply Chain Management Policy ("SCM Policy") that was applicable on the date the bid was advertised as amended from time to time. If the Purchaser adopts a new SCM Policy which contemplates that any clause therein would apply to the Contract emanating from this tender, such clause shall also be applicable to the Contract. Please refer to this document contained on the CCT's website.
- 3.4.2 Abuse of the supply chain management system is not permitted and may result in termination of the Contract, restriction of the Supplier, and/or the exercise by the CCT of any other remedies available to it as described in the SCM Policy or in law.
- 3.5 The Supplier shall:
- 3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the Purchase Order by the Purchaser and no later than the periods as set out in the Contract:
  - a) Proof of Insurance (Refer to Clause 11) or Insurance Broker's Warrantee,
  - b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11).
  - c) Initial delivery programme, and
  - d) Other requirements as detailed in the Contract.
- 3.5.2 Only when notified of the acceptance of the bid on the Date of Commencement of Contract, the Supplier shall commence with and carry out the Delivery of the Goods and/or Services in accordance with the Contract, to the satisfaction, of the Purchaser.
- 3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the Goods and/or Services including any temporary services that may be required.
- 3.5.4 Insure his workmen and employees against death or injury arising out of the delivery of the Goods.
- 3.5.5 Be continuously represented during the Delivery of the Goods and/or Services by a competent representative duly authorised to execute instructions.
- 3.5.6 In the event of a loss resulting in a claim against the insurance policies stated in clause 11, pay the first amount (excess) as required by the insurance policy.
- 3.5.7 Comply with all written instructions from the Purchaser subject to clause 18.
- 3.5.8 Complete and Deliver the goods within the period stated in clause 10, or any extensions thereof in terms of clause 21.
- 3.5.9 Make good at his own expense, all incomplete and defective Goods during the warranty period.
- 3.5.10 Pay to the Purchaser any penalty for delay as due on demand by the Purchaser. The Supplier hereby consents to such amounts being deducted from any payment due to the Supplier.
- 3.5.11 Comply with the provisions of the OHAS Act & all relevant regulations.
- 3.5.12 Comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements.
- 3.5.13 Deliver the Goods in accordance with the Contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.
- 3.6 The Purchaser shall:
- 3.6.1 Issue Purchaser Orders for the Goods and/or Services required under this Contract. No liability for payment will ensue for arising out of the Delivery of the Goods and/or Services, unless a Purchase Order has been issued to the Supplier.
- 3.6.2 Make payment to the Supplier for the Goods and/or Services as set out herein.
- 3.6.3 Take possession of the Goods and /or Services upon Delivery by the Supplier.

- 3.6.4 Regularly inspect the Goods to establish that it is being delivered in compliance with the Contract.
- 3.6.5 Give any instructions and/or explanations and/or variations to the Supplier including any relevant advice to assist the Supplier to understand the Contract.
- 3.6.6 Grant or refuse any extension of time requested by the Supplier of the period stated in clause 10.
- 3.6.7 Inspect the Goods and/or Services to determine if, in the opinion of the Purchaser, it has been delivered in compliance with the Contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.
- 3.6.8 Brief the Supplier and issue all documents, information, etc. in accordance with the contract.

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

Add the following after clause 5.4:

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

The ownership of data and factual information collected by the Supplier and paid for by the Purchaser shall, after payment, vest with the Purchaser.

# 5.6 Publicity and publication

The Supplier shall not release public or media statements or publish material related to the services or agreement within two (2) years of Delivery of the Goods, without the written approval of the Purchaser, which approval shall not be unreasonably withheld.

### 5.7 Confidentiality

Both Parties shall keep all information obtained by them in the context of the agreement, confidential and shall not divulge it without the written approval of the other Party.

- 5.8 Intellectual Property
- 5.8.1 The Supplier acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Purchaser.
- 5.8.2 The Supplier hereby assigns to the Purchaser, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the agreement, unless the Parties expressly agree otherwise in writing.
- 5.8.3 The Supplier shall, and warrants that it shall:
- 5.8.3.1 Not be entitled to use the Purchaser's Intellectual Property for any purpose other than as contemplated in the agreement;
- 5.8.3.2 not modify, add to, change or alter the Purchaser's Intellectual Property, or any information or data related thereto, nor may the Supplier produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Purchaser;
- 5.8.3.3 Not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Purchaser;
- 5.8.3.4 Comply with all reasonable directions or instructions given to it by the Purchaser in relation to the form

and manner of use of the CCT Intellectual Property, including without limitation, any brand guidelines which the Purchaser may provide to the Supplier from time to time;

- 5.8.3.5 Ensure that its employees, directors, members and contractors comply strictly with the provisions of this Clause 5.5.8.4 above unless the Purchaser expressly agrees to the contrary, in writing and only after obtaining due internal authority for such agreement.
- 5.8.4 The Supplier represents and warrants to the Purchaser that, in providing Goods and/or Services for the duration of the agreement it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Purchaser from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the Supplier of any third party's Intellectual Property rights.
- 5.8.5 Upon expiry of the contract period and in the event that the Contract is terminated, ended or is declared void, any and all of the Purchaser's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Purchaser by the Supplier and no copies thereof shall be retained by the Supplier unless the Purchaser expressly and in writing, after obtaining due internal authority, agrees otherwise.

Add the following after clause 5.8:

### 5.9 Protection of Personal Information Act of 2013

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

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

# 5.10 **PERFORMANCE MONITORING**

5.10.1 As required by Section 116(2)(b) of the Local Government: Municipal Financial Management Act 56

of 2003, the CCT shall monitor the performance of the Supplier on at least a monthly basis, and the Supplier agrees to provide the CCT with its full cooperation in this regard.

#### 7. Performance Security

Delete clause 7.1 to 7.4 and replace with the following:

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

#### 8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

#### 10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

- 10.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified in the contract. The time for Delivery of the goods shall be the date as stated on the Purchase Order. In the case of agreements for Delivery of goods in terms of framework or panel agreements, Purchase Orders for the supply and delivery of goods may be raised up until the expiry of a framework or panel agreement, provided that the goods can be delivered within 30 (thirty) days of expiry of the framework or panel agreement. In this context, the "goods" does not include services and carries its ordinary meaning. All Purchase Orders other than for the supply and Delivery of goods (i.e. supply of services, professional services or constructions works), must be completed prior to the expiry of the contract period.
- 10.2 The Purchaser shall determine, in its sole discretion, whether the Goods and/or Services have been delivered in compliance with the Contract, alternatively in such a state that it can be properly used for the purpose for which it was intended. When the Purchaser determines that the Goods and/or Services have been satisfactorily delivered, the Purchaser must issue an appropriate certification, or written approval, to that effect. Invoicing may only occur, and must be dated, on or after the date of such written acceptance of the Goods.

# 11. Insurance

Add the following after clause 11.1:

- 11.2 Without limiting the obligations of the Supplier in terms of this Contract, the Supplier shall effect and maintain the following additional insurances:
- 11.2.1 Public liability insurances, in the name of the Supplier, covering the Supplier and the Purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **[R20 million]** for any single claim;
- 11.2.2 Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the Supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;
- 11.2.3 Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the Supplier's broker or the insurance company itself (see the Pro Forma Insurance Broker's Warranty).
- 11.2.4 In the event of under insurance or the insurer's repudiation of any claim for whatever reason, the Purchaser will retain its right of recourse against the Supplier.
- 11.3 The Supplier shall be obliged to furnish the Purchaser with proof of such insurance as the Purchaser

may require from time to time for the duration of this Contract. Evidence that the insurances have been effected in terms of this clause, shall be either in the form of an insurance broker's warranty worded precisely as per the pro forma version contained in the Pro forma Insurance Broker's Warranty or copies of the insurance policies.

#### 15. Warranty

Add to Clause 15.2:

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

#### 16. Payment

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

- 16.1 Payment of invoices will be made:
- 16.1.1 Within 30 (thirty) days of receiving the relevant invoice or statement from the Supplier, unless otherwise prescribed for certain categories of expenditure or specific contractual requirements in accordance with any other applicable policies of the Purchaser.
- 16.1.2 Notwithstanding anything contained above, the Purchaser shall not be liable for payment of any invoice that pre-dates the date of delivery of any Goods and/or Services.

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

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

Add the following after clause 16.4

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

#### 17. Prices

Add the following after clause 17.1

- 17.2 If as a result of an award of a contract beyond the original tender validity period, the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then the contract may be subject to contract price adjustment for that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Purchaser delegated authority if such was not included in the bid documents.
- 17.3 If as a result of any extension of time granted, the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then contract price adjustment may apply to that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents.
- 17.4 The prices for the goods and/or Services delivered and services performed shall be subject to contract price adjustment in terms of Schedule F.1 Contract Price Adjustment and/or Rate of Exchange Variations.

#### 18. Contract Amendments

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

### 18. Contract Amendments and Variations

Add the following to clause 18.1:

Variations means changes to the Goods and/or Services, extension of the contract period or increases in the value of the Contract as a result of written instructions issued by the Purchaser to the Supplier. Such changes are subject to prior approval by the Purchaser's delegated authority. Should the Supplier deliver any Goods not described in a written instruction from the Purchaser, the Purchaser's liability for payment shall no arise until such time as the change has been duly approved and such approval communicated to the Purchaser.

#### 20. Subcontracts

Add the following after clause 20.1:

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

### 21. Delays in the supplier's performance

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

21.2 If at any time during the performance of obligations contained in the Contract the Supplier or its subcontractors should encounter conditions beyond their reasonable control which impede the timely delivery of the Goods and/or Services, the Supplier shall notify the Purchaser in writing, within 7 (seven) days of first having become aware of these conditions, of the facts of the delay, its cause(s) and its probable duration. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation, and may at his discretion extend the time for Delivery.

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

The Purchaser shall notify the Supplier in writing of his decision(s) in the above regard.

21.3 No provision in this Contract shall be deemed to prohibit the obtaining of Goods and/or Services from a national department, provincial department, or a local authority.

#### 22. Penalties

Delete clause 22.1 and replace with the following:

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

The penalty for this contract shall be 0.1% per day, up to a maximum penalty of 5% of purchase order value]

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 relaying to breaches of the conditions upon which preference points were awarded.

#### 23. Termination for default

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

# 23. Termination

Add the following to the end of clause 23.1:

If the Supplier fails to remedy the breach in terms of such notice.

Add the following after clause 23.7:

- 23.8 In addition to the grounds for termination due to default by the Supplier, the Contract may also be terminated:
- 23.8.1 Upon the death of the Supplier who was a Sole Proprietor, or a sole member of a Close Corporation, in which case the contract will terminate forthwith.
- 23.8.2 If the Parties, by mutual agreement, terminate the Contract.
- 23.8.3 If a material irregularity vitiates the procurement process leading to the conclusion of the Contract, rendering the procurement process and the conclusion of the resulting Contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective the Contract may be terminated by the Purchaser (upon conclusion of applicable processes by the City Manager as described in the Purchaser's SCM Policy).
- 23.8.4 Reputational risk or harm to the Purchaser

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

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

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

23.9 If the Contract is terminated in terms of clause 23.8, all obligations that were due and enforceable prior to the date of the termination, must be performed by the relevant Party.

#### 26. Termination for insolvency

Delete clause 26.1 and replace with the following:

- 26.1 In the event of the Supplier becoming bankrupt or otherwise insolvent the Purchaser may elect to:
- 26.1.1 At any time, terminate the Contract by giving written notice to the Supplier; or
- 26.1.2 Accept a Supplier's proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms or takes steps to ensure its rights are protected and any negative impact on service delivery is mitigated.
- 26.2 In the event of the Purchaser electing to cancel the Contract in accordance with clause 26.1.1 above, the Purchaser shall make payment of all verified and signed off invoices. In the event of there being any dispute in respect of any outstanding invoices such dispute shall be dealt with in accordance with the dispute resolution mechanism in the Contract.

#### 27. Settlement of Disputes

Amend clause 27.1 as follows:

27.1 If any dispute or difference of any kind whatsoever, with the exception of termination in terms of clause 23 arises between the Purchaser and the Supplier in connection with or arising out of the

Contract, the Parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.

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

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

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

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

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

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

#### 28. Limitation of Liability

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

- (a) notwithstanding any provision to the contrary contained in this contract, neither the supplier nor any of its officers, directors, employees, agents contractors, consultants or other representatives shall be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect, incidental, special or consequential loss or damage of any kind, including without limitation the loss of use, loss of production, or loss of profits or interest costs, loss of goodwill, lost or damaged data or software, costs of substitute products/services and/or loss of business or business opportunities (whether foreseeable or unforeseeable), provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser;
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the sums insured in terms of clause 11 in respect of insurable events, or where no such amounts are stated, to an amount equal to twice the Contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

Add the following after clause 28.1:

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

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

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

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

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

#### 31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

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

#### 32. Taxes and Duties

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

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

Add the following after clause 32.3:

32.4 The VAT registration number of the CCT is 4500193497.

# ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

# 35. Reporting Obligations

35.1 The Supplier shall complete, sign and submit with each delivery note, all the documents as required in the Specifications including Monthly Project Labour Reports (Annexure B). Any failure in this regard may result in a delay in the processing of payments.

# **C.7 GENERAL CONDITIONS OF CONTRACT**

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

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# 1. Definitions

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

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

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

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

#### 2. Application

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

#### 3. General

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

#### 4. Standards

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

# 5. Use of contract documents and information; inspection.

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

# 6. Patent rights

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

#### 7. Performance Security

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.

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

## 8. Inspections, tests and analyses

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

#### 9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in the SCC, and in any subsequent instructions ordered by the purchaser.

## 10. Delivery and documents

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

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

#### 11. Insurance

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

## 12. Transportation

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

#### 13. Incidental Services

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

# 14. Spare parts

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

#### 15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications), or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for 12 (twelve) months after the goods, or any portion thereof, as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or

for 18 (eighteen) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in the SCC.

- 15.3 The purchaser shall notify the supplier promptly, in writing, of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in the SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

# 16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in the SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of any other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than 30 (thirty) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in the SCC.

#### 17. Prices

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

#### 18. Contract Amendments

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

# 19. Assignment

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

#### 20. Subcontracts

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

# 21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during the performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly
  - notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his or her discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the Parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

- 21.4 The right is reserved to procure, outside of the contract, small quantities of supplies; or to have minor essential services executed if an emergency arises, or the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be

required to complete the contract and, without prejudice to his other rights, be entitled to claim

damages from the supplier.

### 22. Penalties

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

#### 23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
  - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person is or was, in the opinion of the Accounting Officer/Authority, actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within 5 (five) working days of such imposition, furnish the National Treasury with the following information:
  - (i) the name and address of the supplier and/or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction;
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

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

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

#### 24. Anti-dumping and countervailing duties and rights

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

# 25. Force majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if, and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall notify the purchaser promptly, in writing, of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

# 26. Termination for insolvency

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

#### 27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the Parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.
- 27.2 If, after 30 (thirty) days, the Parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein.
  - (a) the Parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due to the supplier.

#### 28. Limitation of Liability

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

Clause 6:

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

# 29. Governing language

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

# 30. Applicable Law

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

#### 31. Notices

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

#### 32. Taxes and Duties

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

#### 33. National Industrial Participation (NIP) Programme

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

# 34 Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act, Act 89 of 1998, as amended, an agreement between or concerted practice by firms, or a decision by an association of firms, is prohibited if it is between Parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.

34.3 If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.

# **C.8 ANNEXURES**

# Annexure A – Pro Forma Insurance Broker's Warranty

Letterhead of supplier's Insurance Broker

Date						
CCT City Manager Civic Centre 12 Hertzog Boulevard Cape Town 8000						
Dear Sir						
TENDER NO.: 31S/2025/26						
F	TERM TENDER FOR THE SUPPLY AND DELIVERY OF MAINTENANCE, REPAIR, UPGRADE AND REFURBISHMENT SERVICES FOR HIGH FOLTAGE AIR INSULATED SWITCHGEAR (AIS)					
NAME OF SUPPLIER:						
I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the CCT with regard to the abovementioned contract, and that all the insurances and endorsements, etc., are all in accordance with the requirements of the contract.						
I furthermore confirm that all p	premiums in the above regard have been paid.					
Yours faithfully						
Signed:						
For:	(Supplier's Insurance Broker)					

# **Annexure B – Monthly Project Labour Report**

#### ANNEX 1

# CITY OF CAPE TOWN MONTHLY PROJECT LABOUR REPORT



#### Instructions for completing and submitting forms

#### General

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

#### Project Details

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

#### **Beneficiary Details and Work Information**

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

- 9 A new beneficiary is one in respect of which a new employment contract is signed in the current month. A certied 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

Numbers	values in cells below e.g (b) telef to the relevant instruction above for completing and submitting forms																						
CONTRACT OR WORKS									E	EPWP SUPF	PLIE	ΞD											
PROJECT	NAME:	(6)							F	PROJECT N	UM	BER: (6)											
DIRECTO	RATE:								[	DEPARTME	NT:												
CONTRAC	CTOR OR								(	CONTRACT	OR	OR VEND	OR										
VENDOR	NAME:								E	E-MAIL ADD	RE	SS:											
CONTRACTOR OR VENDOR									(	CONTRACTOR OR VENDOR				CELL									
CONTACT PERSON:		:						1	TEL. NUMBER:			١	VORK										
PROJECT	LABOUR	REPORT C	URRENTI	MONTH (m	ark with "X"	")			•														
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OC	T NOV	/	DEC	YEAR										
																		•					
ACTUAL S	START DA	TE (yyyy/m	m/dd)									ANTICIPA	TED / A	TUAL	END	DAT	Е (ууу	y/mm/	dd)		(7)		
								1															
TOTAL PR	ROJECT EX	XPENDITU	RE / VALU	E OF WOR	K DONE TO	O-DATE (IN	ICLUDING	ALL COST	S, BUT	EXCLUDIN	IG \	/AT)											
R																7							

#### ANNEX 1 (continued)

# MONTHLY PROJECT LABOUR REPORT

# CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD

#### BENEFICIARY DETAILS AND WORK INFORMATION

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

# Annexure C - Pro Forma Performance Security/ Guarantee - NOT APPLICABLE -

#### **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 CCT 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 CCT 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 CCT intends to call upon the Guarantor to make payment in terms of 4.2;
  - 4.2 A first written demand issued by the CCT 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 CCT the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the CCT to the Guarantor at the Guarantor's physical address calling up this Guarantee / Performance Security, such demand stating that:
  - 5.1 The Contract has been terminated due to the Supplier's default and that this Guarantee/Performance Security is called up in terms of 5; or

- 5.2 a provisional or final sequestration or liquidation court order has been granted against the Supplier and that the Guarantee/Performance Guarantee is called up in terms of 5; and
- 5.3 The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
- 7. Where the Guarantor has made payment in terms of 5, the CCT 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 CCT's bank compounded monthly and calculated from the date payment was made by the Guarantor to the CCT 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 CCT shall have the absolute right to arrange its affairs with the Supplier in any manner which the CCT 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)

### Approved Financial Institution as at 28 February 2023:

The following financial institutions are currently approved for issue of contract guarantees to the City:

#### 1.1 National Banks

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

# 1.2 International Banks (with branches in South Africa)

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

# 1.3 Insurance Companies

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

# Annexure D - Pro Forma 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 CCT 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 CCT 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 CCT to the Supplier stating that payment of a sum advanced by the CCT has not been repaid by the Supplier in terms of the Contract ("default") and failing such payment within seven (7) calendar days, the CCT intends to call upon the Guarantor to make payment in terms of 4.2;
- 4.2 A first written demand issued by the CCT 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 CCT the Guaranteed Advance Payment Sum or the full outstanding balance not repaid upon receipt of a first written demand from the CCT to the Guarantor at the Guarantor's physical address calling up this Advance Payment Guarantee, such demand stating that:

- 5.1 the Contract has been terminated due to the Supplier's default and that this Advance Payment Guarantee is called up in terms of 5; or
- 5.2 a provisional or final sequestration or liquidation court order has been granted against the Supplier and that the Advance Payment Guarantee is called up in terms of 5; and
- 5.3 The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
- 7. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 9. The CCT shall have the absolute right to arrange its affairs with the Supplier in any manner which the CCT 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, where after 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)

# Approved Financial Institution as at 28 February 2023:

## 1.1 National Banks

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

# 1.2 International Banks (with branches in South Africa)

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

# 1.3 Insurance Companies

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

# Annexure F - Tender Returnable Documents

# Schedule F.1: Contract Price Adjustment and/or Rate of Exchange Variation

#### 1. TENDER CONDITIONS

- 1.1 The Contract Price Adjustment (CPA) mechanism and/or provisions relating to Rate of Exchange (RoE) Variation, contained in this schedule is compulsory and binding on all Tenderers/Suppliers and this schedule (the parts relevant to the particular tender) must be completed by all Tenderers/Suppliers.
- 1.2 Tenderers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule.
- 1.3 Tenderers are not permitted to offer fixed and firm prices except as provided for in the Price Schedule.

#### 2. CPA PROVISIONS SELECTION

- 2.1 The prices stipulated on the Price Schedule are subject to adjustment as set out below.
- 2.2 Tenderer to indicate the specific CPA and/or RoE provisions applicable to their bid by marking the relevant checkboxes below. Tenderers to note that the CPA and/or RoE provisions are not exclusive and multiple CPA Types can exist if the bid contains both local and foreign exchange based pricing. In such cases the CPA and/or ROE provision applies only to that particular portion of the tendered price.
- 2.3 The CPA and/or RoE provisions applicable to this tender and resulting contract are to be indicated in the table below by checking the relevant boxes (with multiple selections only where indicated permissible).
- 2.4 CPA and/or RoE provisions marked as not applicable is not relevant, will not apply to this tender and resulting contract and the particular schedules are also not included below.

	Indicate option	CPA Type	<u>Period</u>	Refer to Section
А	N/A	FIRM PRICES as per Pricing Schedule	Annual	Pricing Schedule C.4 and Schedule F.1 (A)
		LOCAL (RSA) TENDER CONTENT:		
		EITHER		
В		SEIFSA Index based CPA	Monthly / Quarterly	Schedule F.1 (B)
		OR		
С	N/A	Pricelist / Quotation Based CPA	Ad-Hoc	Schedule F.1 (C)
		OR		
D	N/A	STATS SA CPI Index Based CPA	Annually	Schedule F.1 (D)
		OR/AND		
Е	N/A	Sectorial Determination 1:Contract Cleaning Sector	Annually	Schedule F.1 (E)
		OR		
Е	N/A	Sectorial Determination 6: Private Security Sector	Annually	Schedule F.1 (E)

F	N/A ROE based CPA		Ad-Hoc	Schedule F.1 (F)	
	-		AND (IF REQUIRED), EITHER		
G		N/A	Pricelist / Quotation based CPA	Ad-Hoc / Periodic	Schedule F.1 (G)
			OR		
Н		N/A	Overseas CPI / PPI index based CPA	Ad-Hoc / Periodic	Schedule F.1 (H)

# **CONTRACT CPA APPLICATIONS AND ADMINISTRATION**

- 3.1 Any claim for variation in the contract price (either CPA or RoE adjustments) must be submitted in writing:
  - By letter to: Director: Electricity Generation and Distribution, City of Cape Town, P O Box 655, Cape Town, 8000 or
  - ii. By email to: Berno.hoon@capetown.gov.za.
- 3.2 When submitting a request for CPA and/or RoE adjustment the Supplier shall indicate the Rand Value claimed for each item listed on C.4 Price Schedule, clearly indicating the item number as per C.4 Price Schedule. Percentage increases will not be considered. A mere notification of a request for CPA without stating the new price claimed for each item shall, for the purpose of this clause, not be regarded as a valid request.
- 3.3 The CCT reserves the right to request the Supplier to submit auditor's certificates or such other documentary proof as it may require in order to verify a claim for CPA or RoE adjustments. Price adjustments will not be processed until such time as the Supplier submits such auditor's certificates or other documentary proof to the CCT. Should the Supplier fail to submit the auditor's certificates or other documentary proof to the CCT within 30 days from the written request, it shall be presumed that the Supplier has abandoned his request.
- 3.4 The CCT reserves the right to withhold payment of any claim for adjustment while only provisional figures are available and until such time as the final (revised) figures are issued by the relevant authority.
- 3.5 The CCT will confirm in writing once processing of the CPA or RoE adjustments have been completed including the effective date of the adjustments.
- 3.6 Unless indicated otherwise in the relevant schedule below, the adjustment will apply to all Purchase Orders or Purchase Order lines where the delivery date is on or after the effective date of the adjustment.

#### F.1 (B) - SEIFSA INDEX BASED CPA

- 1. Material, labour, plant and transport price variations shall be calculated based upon the published SEIFSA indices and formulae, as detailed in Table F.1 (B).: SEIFSA Index based CPA
- 2. All items that are also subject to RoE, will only be adjusted annually in accordance with the SEIFSA indices in Table F.1 (B).1.
- 3. A minimum of 10% of the tendered price shall be fixed and free of variation for the duration of the contract.
- 4. The contract price per item shall be adjusted **for a twelve (12) month period** in advance of placement of orders, and the adjusted contract price shall be applicable for purchase orders placed during the following full twelve (12) month period.
- 5. The base month for CPA calculations shall be the calendar month prior to the month of the closing date for tenders, and SEIFSA indices published in this month shall be used.
- 6. Adjusted contract prices per item shall be calculated based upon the SEIFSA indices published in the calendar month prior to the month of application for the amended item contract prices.
- 7. The process to be followed by Tenderers/Suppliers for claims for CPA in terms of SEIFSA shall be as follows:
  - a) The Tenderers/Suppliers shall approach the CCT in writing one month prior the annual anniversary of the contract with an application for the adjustment of the contract prices in C.4 Price Schedule and the amended prices to be applicable to the contract during the following twelve (12) month period.
  - b) The application shall detail the proposed adjusted unit prices for items and include the detailed calculations indicating how the adjusted unit prices per item have been established.
  - c) Calculations of the CPA shall use the original tendered unit rates, the base indices, the indices published for the month prior to the calendar month of application and the SEIFSA formula and shall contain no other factors or adjustments.
  - d) The CCT will check and approve the proposed unit prices for the following 12 month period, one week prior to the last day of the current 12 month period. The CCT will notify the Tenderers/Suppliers in writing of approval of the proposed prices.
  - e) All purchase orders for the contracted items issued during a 12 month period shall be issued, invoiced and paid at the contract unit prices approved for that 12 month period and no further SEIFSA based 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.
  - f) The required delivery dates for orders placed by the Employer for the contracted items will be determined based upon the date of issue of the purchase order and the contract delivery period. Delays in the delivery of items for orders placed by the CCT shall not entitle the Tenderers /Suppliers to any amendment of the approved contract price adjustment applicable to that order.
  - g) Failure by the Tenderers/Suppliers to submit claims for CPA within the timeframes detailed above will result in the unit rates for the items concerned being determined by the CCT in accordance with the published SEIFSA indices. The CCT however reserves the right in such a case not to amend the unit rates for the item if it is not to the CCT's advantage.
  - h) The successful Tenderers/Suppliers shall immediately upon notification of the commencement date of contract submit written application for approval of adjustment to the contract prices in C.4 Price Schedule that shall be applicable during the first twelve (12) month period 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 twelve (12) month period of the contract.
  - i) Failure to submit such application within two working weeks of commencement of contract shall result in the tendered unit prices in C.4 Price Schedule being applied for orders placed during the first calendar month of the contract.
  - j) Application for CPA thereafter shall follow the process detailed above.

# TABLE F.1 (B).1: SEIFSA INDEX BASED CPA

<b>CPA Category</b>	CPA Formula	Published Indices	Applicable Items
Labour	$A = 0.9 \times V \times (Xe/Xo - 1)$	SEIFSA Table C-3	All labour items
Transport	A = 0.9 x V x (Xe/Xo - 1)	Table L-3  Specify the applicable column:  NB: Information to be provided with the tender	All transport items
Materials	$A = 0.9 \times V \times (Xe/Xo - 1)$	Table U-A Production Price Index - Final Manufactured Goods	All material items
СРІ	$A = 0.9 \times V \times (Xe/Xo - 1)$	Table D-3 Consumer Price Index	All other items not covered by the above

Where:

A = the adjusted amount

0.9 = a constant which provides for a 10% non-adjustable element

V = the tendered value of such item

Xo = the value of the index applicable to an item for the base month as defined in Schedule F.1 (B)

clause 5.

Xe = the value of the index applicable to Material, Labour, Plant and Transport items shall be as

defined

in Schedule F.1 (B) clause 6.

# - NOT APPLICABLE -

# F.1. (F) GOODS AND/OR COMPONENTS IMPORTED FROM OUTSIDE OF SOUTH AFRICA RATE OF EXCHANGE PRICE VARIATIONS

- 1. Subject to the above, when tendered prices of certain items in C.4 Price Schedule are subject to adjustment for changes in the cost of goods and/or components imported from outside of South Africa, the Tenderer must (as part of the bid submission) provide a list of such items and other information as required in Table F.1 (F).2 below and include it in the bid submission.
- 2. Only tenderers who are the direct importer of the goods may claim rate of exchange price variations.

# TABLE F.1 (F).1: Information required for prices subject to Rate of Exchange adjustments

Exchange Rate on which tender is based:	1: Rand					
Exchange Rate on which tender is based: (if more than one						
currency)	1: Rand					
Exchange Rate on which tender is based: (if more than one						
currency)	1: Rand					
Name of Bank						
Date of quoted rate of exchange						
Documentation relevant to calculation of adjustments based on Rate of Exchange						
(Mark with "x")						
Bill of Lading						
Waybill						
Customs invoice						
Other:						

### TABLE F.1 (F).2: Price Basis for Imported Resources

C.4 Price Sc Detail	hedule	Rand Value ( Content (FOB)	Calculation fo	or Foreign		stoms charge	Cus	stoms Du	ty	Rand Value for South African Content (FOR)	Total Tender Price in Rand of (C) + (D) + (E) + (F)
C.4 Price Schedule Item No.	Description of Resources	Value in Foreign Currency denomination	Rate of Exchange as at Base Date*	Value in Rand for Foreign currency content (A) x (B)	%	Rand	%	Rand	Customs Duty Tariff Reference	Value in Rand for South African Content	included in Price Schedule C.4
		(A)	(B)	(C)		(D)		(E)		(F)	

<sup>\*</sup> Base Date: 7 (seven) calendar days before tender closing.

- 3. Any items/resources not inserted in Table F.1 (F).2 above, are deemed to be manufactured / supplied in South Africa and is not subject to adjustment in terms of variation in rate of exchange.
- 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" (Table F.1 (F).2). The Rand value of goods and components comprising entirely or partly imported content that is inserted on the Table F.1(F).2 titled "Price Basis for Imported Resources" (column (G)) shall be the rate tendered in the Pricing Schedule C.4, 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)).

- 5. Column (A) of Table F.1 (F).2 shall detail the actual price for the imported Goods or components. No Supplier mark-up on the foreign currency value of such imported Goods or components is permissible. All Supplier mark-up shall be included in the South African content, Column F of Table F.1 (F).2 above.
- 6. The value in Rand inserted in column (C) 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 7 below.
- 7. The adjustments shall be calculated upon the value in foreign currency in the Supplier's forward cover contract, provided that, should this value exceed the value in foreign currency inserted in column (A) of on the schedule titled "Price Basis for Imported Resources", then the value in column (A) shall be used.
- 8. 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.
- 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.
- 10. Suppliers 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.
- 11. The process to be followed by Suppliers for claims for Rate of Exchange Variations shall be as follows:
  - a) 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 goods and components inserted by the Tenderer on the scheduled titled "Price Basis for Imported Resources" (Table F.1 (F).2), and submit such Forward Cover quotation to the City for approval.
  - b) Upon receipt of the quotation for Forward Cover from the bank, the Supplier must forward the quote ideally, within 15 minutes of receiving it from their banker to the CCT: <a href="mailto:CPA.Request@capetown.gov.za">CPA.Request@capetown.gov.za</a> and Contract Manager: <a href="mailto:berno.hoon@capetown.gov.za">berno.hoon@capetown.gov.za</a>. This is to ensure that the time difference from generation of the quotation for Forward Cover to finalising the Forward Cover with the Bank, is kept to a minimum due to the change in the exchange rate throughout the day.
  - c) The Contract Manager will forward the quotation to the CCT Treasury Department immediately for their consideration and approval. The cut-off time for receipt of quotations for Forward Cover will be 14h00. It must be noted that if this deadline will not be achieved, it is recommended that the quotation process be undertaken on the following day which should fall within the 7 days of receipt of the purchase order.
  - Only once the Forward Cover quotation rate has been approved by CCT Treasury Department, may the Supplier finalise the Forward Cover contract with their bank at the rate approved by the CCT Treasury Department for that Purchase Order forward а copy of the contract to the CCT via email: CPA.Request@capetown.gov.za and Contract Manager: berno.hoon@capetown.gov.za.
  - e) The Forward Cover quotation envisaged above shall have the CCT purchase order number and a Forward Cover Contract (FCC) Value Date that is directly based

upon the required delivery date for the imported Goods or components necessary in order to meet the Contract Delivery Period. Future FCC Value Dates beyond the Contract Delivery Period shall not be acceptable.

- 12. On delivery of the goods to the City the Supplier shall submit the following documentation to the CCT via email: <a href="mailto:CPA.Request@capetown.gov.za">CPA.Request@capetown.gov.za</a> and Contract Manager: <a href="mailto:berno.hoon@capetown.gov.za">berno.hoon@capetown.gov.za</a>.
  - a) The Bill of Lading/Waybill/Customs Invoice (clearly indicating the items as identified on the purchase order).
  - b) Calculations detailing the difference in the rate of exchange at the time of entry and the date of tender. These shall be submitted on a covering letter.
  - c) The invoice / credit note for the Rate of Exchange adjustment applicable to the specific order.
- 13. In exceptional circumstances, and subject to the Employer's explicit approval, Rate of Exchange variations on Goods or components that are imported in bulk in advance in fulfilment of the contract requirements or to create buffer stocks, but not specifically in response to specific purchase orders placed by the Employer in accordance with the contract, shall be based upon whichever of the following two methodologies is more advantageous to the Employer:
  - a) Methodology 1: A spot quotation for the Forward Cover Contract rate for the imported portion of the Goods, based upon the FCC Value Date for the particular purchase order(s), as outlined in clause 11 above.
  - b) Methodology 2: The actual Rate of Exchange cost variations incurred in fulfilment of the purchase order(s), fully substantiated by detailed Bills of Lading and Customs Invoice applicable to the particular Goods delivered. The applicable Rate of Exchange shall be the rate as defined on the Customs Invoice for the imported Goods.
  - c) Determination of the more advantageous methodology shall be conducted and approved following delivery of the imported Goods or components to the Supplier but prior to delivery of the Goods to the Employer.
- 14. Approval of the process detailed in Clause 13 and sub-clauses above shall be on an order by order basis and application shall be submitted, with required supporting documents, immediately on receipt of the relevant purchase order(s).

# Schedule F.2: 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		e tender submitted is in accordar b/joint venture/ consortium;	nce with the main business and objectives of					
	2.2	agree that the account of the Accou	CCT shall make all payments in t						
	2.3	agree that in t and/or should a the CCT shall into the afores an original agi	he event that there is a change a dispute arise between the partne continue to make any/all paymen aid bank account until such time a reement (signed by each and evotifying the CCT of the details of the	in the partnership/ joint venture/ consortium ership/joint venture/ consortium partners, that its due and payable in terms of the Contract is the CCT is presented with a Court Order or very partner of the partnership/joint venture/ ne new bank account into which it is required					
	2.4	agree that they by the success damages suffe partnership/join division.	v shall be jointly and severally liablesful tenderer/supplier of its obligate ared by the CCT as a result of breent venture/ consortium partners here	e to the CCT for the due and proper fulfilment tions in terms of the Contract as well as any ach by the successful tenderer/supplier. The ereby renounce the benefits of excussion and					
				P/ JOINT VENTURE/ CONSORTIUM					
l ead	partner	OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY					
Lead	partition			Signature					
				Name					
				Designation					
				Signature					
				Name					
				Designation					
				Signature					
				Name					
				Designation					
				Signature					
				Name					

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

Designation.....

# Schedule F.3: Declaration for Procurement above R10 million

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

1.	<u> </u>	red to prepare annual fina		ts for audi	ting? (Please	mark with
	YES		NO			
	<ul><li>(i) For the past</li><li>(ii) Since the dat</li></ul>	d annual financial statem three years, or te of establishment of the dited financial statements	tenderer (if est	ablished d <b>er Docu</b> m	uring the past eents Attache	three years d by Tend
2.		tstanding undisputed cor respect of which payme				
	YES		NO			
	services toward payment is or	erves to certify that the teards any municipality for recording the service for more than 30 (de particulars:	more than three			
3.	mark with X)	en awarded to you by an o		uring the p	ast five (5) yea	ars? ( <b>Pleas</b>
	YES		NO			
	dispute concerning th	lars in the table below in the execution of such control by Tenderer schedule  Contract Description	act. Alternative	ly attach the mat as the ct N	e particulars t	o List of O
					( 4)	
4.		goods or services be so tion of payment from the (				
	YES	7	NO			
	If YES, furnish particu	ılars helow				
	ii 120, iumon partiot	data below				
rect ng t	, and acknowledges that aken against the tend	that the information set on that failure to properly and derer, the tender being of the contract, restriction	d truthfully com disqualified, an	plete this : d/or (in th	schedule may e event that t	result in s the tendere
gnatu	ure ame:		 Date			

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

#### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
  - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

#### 1.2 To be completed by the organ of state

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

- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
  - (a) Price; and
  - (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

#### 2. **DEFINITIONS**

The following definitions shall apply to this schedule:

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

#### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration Pmin = Price of lowest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

The specific goals allocated points in terms of this tender	To be Completed by the Organ of State  Number of points  Allocated	To be Completed by the Tenderer  Number of points claimed
	(80/20 system)	(80/20 system)
Gender	5	
Race	5	
Disability	3	
Promotion of Micro and Small Enterprises	7	

### DECLARATION WITH REGARD TO COMPANY/FIRM

4.3	Name of company/firm
4.4	Company registration number:
4.5	TYPE OF COMPANY/ FIRM  Partnership/Joint Venture / Consortium  One-person business/sole propriety  Close corporation  Public Company  Personal Liability Company  (Pty) Limited  Non-Profit Company  State Owned Company

[Tick applicable box]

- I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
  - i) The information furnished is true and correct;
  - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
  - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 4.1 and 4.2, the Supplier may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
  - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have
    - (a) disqualify the person from the tendering process;
    - recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
    - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
    - (d) recommend that the tenderer or Supplier, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
    - (e) forward the matter for criminal prosecution, if deemed necessary.

Signature of Tenderer	Date	Name and Surname	Address

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

# Schedule F.5: Declaration of Interest – State Employees (MBD 4 amended)

- 1. No bid will be accepted from:
  - 1.1 persons in the service of the state<sup>1</sup>, or
  - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
  - 1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town (CCT) during the previous twelve (12) months, or
  - 1.4 from an entity who has employed a former CCT employee who was at a level of T14 of higher at the time of leaving the CCT's employ and involved in any of the CCT's bid committees for the bid submitted, if:
    - 1.4.1 the CCT employee left the CCT's employment voluntarily, during the previous twelve (12) months:
  - 1.5 a person who was a CCT employee, or an entity that employs a CCT employee, if
    - 1.5.1 the CCT employee left the CCT's employment whilst under investigation for alleged misconduct, or
    - 1.5.2 was facing disciplinary action or potential disciplinary action by the CCT, or
    - 1.5.3 was involved in a dispute against the CCT during the previous thirty six (36) months.
- 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- In order to give effect to the above, the following questionnaire must be completed and submitted with 3. the bid. 3.1 Full Name of tenderer or his or her representative: 3.2 Identity Number: \_\_\_\_\_ Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): 3.3 Company or Close Corporation Registration Number: \_\_\_\_\_\_ 3.4 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. Are you presently in the service of the state? YES / NO 3.8 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: Do you have any relationship (family, friend, other) with persons in the service of the state and 3.10 who may be involved with the evaluation and or adjudication of this bid? YES / NO 3.10.1 If yes, furnish particulars: Are you, aware of any relationship (family, friend, other) between any other tenderer and any 3.11 persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? YES / NO 3.11.1 If yes, furnish particulars: 3.12 Are any of the company's directors, trustees, managers, principle shareholders or

stakeholders in service of the state? YES / NO

3.12.1 If yes, furnish particulars:

	3.13	shareholders or stakehold	parent of the company's ders in service of the state? Note that the state is a service of the state?	
	3.14	this company have any in they are bidding for this co	terest in any other related of	nciple shareholders, or stakeholders of companies or business whether or not
	3.15	of this company been in th		principle shareholders, or stakeholders past twelve months? YES / NO
	3.16	the time they left the emple committees for this bid?	ploy of the CCT, and who	f the CCT at a level of T14 or higher at was involved in any of the CCT's bid
4.	Full d	etails of directors / trustees /	members / shareholders	
		Full Name	Identity Number	State Employee Number
			_	
		able does not sufficient to preails to the tender submission		ctors / trustees / shareholders, please
corr bein succ	ect, and a g taken a	cknowledges that failure to gainst the tenderer, the tere cancellation of the contract	properly and truthfully compader being disqualified, and	dule and/or attached hereto is true and plete this schedule may result in steps d/or (in the event that the tenderer is or the exercise by the CCT of any other
Prin	nature t name: pehalf of th	e tenderer (duly authorised)	Date	
	CM Regulation a member (i) (ii) (iii)	any municipal council; any provincial legislature; o		
(c)	an official an emplo within the an execut	meaning of the Public Finance I	l entity; I department, national or provin Management Act, 1999 (Act No.1 Ithority of any national or provin	
• • •		-	_	r involved in the management of the company

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

# Schedule F.6: Conflict of Interest Declaration

1.		The tenderer shall declare whether it has any conflict of interest in the transaction for which the tenders is submitted. ( <b>Please mark with X</b> )					tender
	Υ	ES		N	10		
	1.1	If yes, the te	enderer is required to	set out the particu	ulars in the ta	ble below:	
-							
2.		enderer shall c sed, offered o	eclare whether it has granted:	directly or through	h a represen	tative or intermediary	
	2.1	Any induce	ment or reward to the	CCT for or in con	nection with	the award of this contr	act; or
	2.2		, gift, favour or hospition of the supply cha			er role player involved e mark with X)	d in the
	Y	ES		N	10		
-							
S	Should the t		ware of any corrupt process of the CCT, CCT's anti-corruption	please contact t	the following		ement
co be su	rrect, and a ing taken a	cknowledges gainst the tele cancellation	that failure to properl nderer, the tender be	y and truthfully co eing disqualified,	omplete this and/or (in th	or attached hereto is tr schedule may result in the event that the tend rcise by the CCT of an	n steps derer is
Pri	gnature int name: n behalf of th	ne tenderer (d	uly authorised)	Date			

# Schedule F.7: Declaration of Tenderer's Past Supply Chain Management Practices (MBD 8)

Where the entity tendering is a partnership/joint venture/consortium, each party to the partnership/joint venture/consortium must sign a declaration in terms of the Municipal Finance Management Act, Act 56 0f 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.
- In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

	2.4	Does the tenderer or any of its di municipal charges to the municip municipality / municipal entity, the	ality / munici	pal entity, or to any other	Yes	No 🗆
	2.4.1	If so, furnish particulars:				
	2.5	Was any contract between the te or any other organ of state termin failure to perform on or comply wi	ated during t	he past five years on account of		No 🗆
	2.5.1	If so, furnish particulars:				
cc be	rrect, and ing take ccessful	erer hereby certifies that the informed acknowledges that failure to proper against the tenderer, the tender) the cancellation of the contract,, ravailable to it.	operly and treer being disc	uthfully complete this schedule qualified, and/or (in the event t	may resul	lt in steps enderer is
Pr	gnature int name n behalf	e: of the tenderer (duly authorised)	-	Date		

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

To:	THE CITY MANAGI	ER, City of Cape Town					
From:	(Name of tenderer)						
	RE: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CCT						
The ten	derer:						
b)	<ul> <li>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</li> <li>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</li> <li>c) confirms the information as set out in the tables below for the purpose of giving effect to b) above;</li> </ul>						
ı	Physical Business	address(es) of the tenderer	Municipal Account number(s)	Inside the CCT municipal boundary (Yes/No)			
		ugh space for all the names, pleaed by tenderer schedule in the same		tion to List of other			
Name Directo Membe Partne	or / Identity er / Number	Physical residential address of Director / Member / Partner	f Municipal Account number(s)	Inside the CCT municipal boundary (Yes/No)			
correct, being to success	and acknowledges aken against the te	es that the information set out in this that failure to properly and truthfull nderer, the tender being disqualifie of the contract, restriction of the ten	y complete this schedu ed, and/or (in the even	le may result in steps t that the tenderer is			
Signatu Print na On beha		Date uly authorised)					

## Schedule F.9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender number 31S/2025/26 and tender description: TERM TENDER FOR THE SUPPLY AND DELIVERY OF MAINTENANCE, REPAIR, UPGRADE AND REFURBISHMENT SERVICES FOR HIGH VOLTAGE AIR INSULATED SWITCHGEAR (AIS) in response to the tender invitation made by THE CCT, do hereby make the following statements, which I certify to be true and complete in every respect:

I certify, on behalf of: _	 (Name of tenderer)
that:	,

- 1. I have read and I understand the contents of this Certificate;
- 2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3. I am authorised by the tenderer to sign this Certificate, and to submit this tender, on behalf of the tenderer:
- 4. Each person whose signature appears on this tender has been authorised by the tenderer to determine the terms of, and to sign, the tender on behalf of the tenderer;
- 5. For the purposes of this Certificate and this tender, I understand that the word 'competitor' shall include any individual or organisation other than the tenderer, whether or not affiliated with the tenderer, who:
  - (a) has been requested to submit a tender in response to this tender invitation;
  - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
- 6. The tenderer has arrived at this tender independently from and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>1</sup> 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.
- The terms of this tender have not been and will not be disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
- 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, Act 89 of 1998, and/o/r may be reported to the National Prosecuting Authority (NPA) for criminal investigation, and/or may be restricted from conducting business with the public sector for a period not exceeding 10 (ten) years in terms of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, or any other applicable legislation.

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

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

# Schedule F.10: Proposed Deviations and Qualifications by Tenderer

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

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

If no deviations or qualifications are proposed, the schedule hereunder is to be marked  $\underline{\text{NIL}}$  and signed by the Tenderer.

PAGE	CLAUSE OR ITEM	PROPOSED DEVIATION OR QUALIFICATION

List relevant documentation attached in Schedule F	F.10 below.	
Signature Print name: On behalf of the tenderer (duly authorised)	Date	

# Schedule F.11: List of Other Documents Attached By Tenderer

	Date of Document	Title of Document or Description (refer to clauses / schedules of this tender document where applicable)
1.		(Forest to diagonal administration and applicable)
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
Attach	additional pages if more	space is required.
Signatui Print nai	re me: alf of the tenderer (duly au	Date

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

1. 2. 3. 4. 5. 6.					
3. 4. 5. 6.					
4. 5. 6.					_
5. 6.					
6.					
7.					
8.					
9.					
10.					
Attach additi	ional pages if mor	e space is requ	ired.		

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

The following information shall be provided with the Tender:

# RETURNABLE SCHEDULES FOR SECTION A: DISCONNECTORS AND EARTH SWITCHES WITH ACTOM AS OFFICIAL AGENT

Item	Schedule to be completed	Technical requirements
1	Schedule F.13 A1: Personnel Relevant Experience	Requirements are as per clause 5.10.6, 5.10.7, 5.10.8 and 5.10.9 in Section C.5 Specification(s).
2	Schedule F.13 A2: Previous Company Relevant Experience History	Requirements are as per clause 5.10.5 in Section C.5 Specification(s).
3	Schedule F.13 A3: Estimated Delivery and Duration of the Works	Requirements are as per clause 5.8 in Section C.5 Specification(s)
4	Schedule F.13 A4: Proof of Access to OEM Approved or Certified Equivalent Spares	Requirements are as per clause 5.9.1 in Section C.5 Specification(s)
5	Schedule F.13 A5: Sample Routine Inspection and Maintenance Report for the Specified HV AIS	Requirements are as per clause 5.10.13 in Section C.5 Specification(s)
6	Schedule F.13 A6: Training Instructor's Experience in Specified HV AIS Routine Inspection and Maintenance	Requirements are as per clause 5.25.3 in Section C.5 Specification(s)
7	Schedule F.13 A7: Specified HV AIS Routine Inspection and Maintenance Training Course (Contents, Durations and Prerequisites of Participants	Requirements are as per clause 5.25.2 in Section C.5 Specification(s)

#### Note:

- 1. Schedules F.13 A1 and F.13 A2 Failure to provide the relevant requested information on these schedules will impact the functionality scoring and result in not achieving the required minimum.
- 2. Schedules F.13 A3 F.13 A7 are required for internal purposes of CCT and not evaluation of the tender.

<b>SIGNED ON BEHALF OF TENDERER: .</b>	 	 

### SCHEDULE F.13 A1: PERSONNEL RELEVANT EXPERIENCE.

The following information must be provided by the tenderer at the time of tendering.

NOTE: FAILURE TO PROVIDE THE RELEVANT REQUESTED INFORMATION BELOW WILL IMPACT THE FUNCTIONALITY SCORING AND RESULT IN NOT ACHIEVING THE REQUIRED MINIMUM.

Tenderers shall set out in the Schedule hereunder details of the staff experience in work of a similar nature to that for which their Tender is submitted as per clauses 5.10.6, 5.10.7 and 5.10.8 in Section C.5 Specification(s). Attach a detailed CV with relevant experience and in accordance with clause 5.10.28 in Section C.5 Specification(s) for each member of personnel listed. Refer to T.2 Conditions of tender clause 2.2.1.1.4

SENIOR SE	SENIOR SERVICE TECHNICIANS/SITE SUPERVISORS					
Name	Work carried out with equipment makes, types, ratings and type of work carried out	Years of experience	Position held	Contactable references		

Name	Work carried out with equipment makes, types, ratings and type of work carried out	Years of experience	Position held	Contactable references

**Note:** If further space is required, the details can be provided on a separate sheets but provide adequate information to demonstrate the relevant knowledge and experience and the number of years that each resource possesses.

### **SIGNED ON BEHALF OF TENDERER**:

#### SCHEDULE F.13 A2: PREVIOUS COMPANY RELEVANT EXPERIENCE HISTORY

The following information must be provided by the tenderer at the time of tendering.

# NOTE: FAILURE TO PROVIDE THE RELEVANT REQUESTED INFORMATION BELOW WILL IMPACT THE FUNCTIONALITY SCORING AND RESULT IN NOT ACHIEVING THE REQUIRED MINIMUM.

The tenderer shall provide the details of a proven track record of relevant experience of maintaining High Voltage Air Insulated Switchgear (AIS) rated up to 145kV, as detailed in the specification, and need to provide detailed referral information of AIS relevant work/projects undertaken as per **clause 5.10.5** in Section C.5 Specification(s). The information will be used to establish the number of years of relevant experience of the tenderer. Refer to T.2 Conditions of tender **clause 2.2.1.1.4.** 

In addition, it is preferred that the tenderer provide additional information in support of the information provided in the table below e.g. detailed company profile

ITEM No.	Client Name	Description of Relevant work	Client Contact person	Contact Number	Start Date of the work (YYYY-MM-DD)	End Date of the work (YYYY-MM-DD)
1.						
2.						
3.						
4.						

ITEM No.	Client Name	Description of Relevant work	Client Contact person	Contact Number	Start Date of the work (YYYY-MM-DD)	End Date of the work (YYYY-MM-DD)
5.						
6.						
7.						
8.						
9.						

If further space is required, the details can be provided on a separate sheet.

## **SIGNED ON BEHALF OF TENDERER**:

### SCHEDULE F.13 A3: ESTIMATED DELIVERY AND DURATION OF THE WORKS

The tenderer shall provide the estimated duration to complete routine inspection and preventative maintenance on each bay as detailed on the table below as per the scope of specification, this includes the supply and delivery of all materials required. (Refer to Clause 5.8 in Section C.5 Specification(s). Maintenance Activities are as per OEM maintenance protocols and technical improvements protocols (as per clause 5.11.1 in Section C.5 Specification(s))

Switchgear Type and Make	Estimated Durations per Maintenance type		
	Routine inspection (hours)	Preventative Maintenance (hours)	
Alstom: CS 330 operating at 66kV			
Alstom: DSB 72/1250 operating at 66kV			
Alstom: DSB 72/1600 operating at 66kV			
Alstom: DSB 72/2000 operating at 66kV			
Alstom: SSB 72/1600 operating at 66kV			
Alstom: AEB 72 E/S operating at 66kV			
Alstom: S1F/2000 operating at 66kV			
Alstom: S1FT/2000 operating at 66kV			
Alstom: STA/2000 operating at 66kV			
Alstom: S1F/2000 operating at 132kV			
Alstom: S1FT/2000 operating at 132kV			
Alstom: STA/2000 operating at 132kV			
Alstom: DSB 145/1600 operating at 132kV			
Alstom: AEB 145 E/S operating at 132kV			
Areva: 2S3C 145/2500 operating at 132kV			
Cullinan: DSB 72/800 operating at 33kV			
Cullinan: DSB 72/1600 operating at 66kV			
Cullinan: SSB 72/800 operating at 66kV			
Cullinan: SSB 72/1250 operating at 66kV			
Cullinan: AEB 72 E/S operating at 66kV			
Hudaco: DSB 72/1250 operating at 66kV			
Hudaco: AEB 72 E/S operating at 66kV			

# SCHEDULE F.13 A4: PROOF OF ACCESS TO OEM APPROVED OR CERTIFIED EQUIVALENT SPARES (Refer to clause 5.9.1 in Section C.5 Specification(s))

Attach proof of access to spares - Letters from suppliers confirming an account or copy of supplier agreements

# SCHEDULE F.13 A5: SAMPLE ROUTINE INSPECTION AND MAINTENANCE REPORT

(Refer to clause 5.10.13 in Section C.5 Specification(s))

Attach sample report

### SCHEDULE F.13 A6: TRAINING INSTRUCTOR'S EXPERIENCE IN SPECIFIED HV AIS ROUTINE INSPECTION AND MAINTENANCE

**COMPLETE SEPARATE FORMS PER TRAINING INSTRUCTOR (if required)** - Details of minimum 3 years' experience of providing the specified training. The detailed CV for each training instructor shall be attached to the completed schedule (refer to clause 5.25.3 in Section C.5 Specification(s))

Nam	Name of Training Instructor:				
No.	Details of the course(s) presented	Client Name and Contact No.	Duration	Date	

**SIGNED ON BEHALF OF TENDERER:** 

# SCHEDULE F.13 A7: SPECIFIED HV AIS ROUTINE INSPECTION AND MAINTENANCE TRAINING COURSE CONTENTS, DURATIONS AND PREREQUISITES OF PARTCIPANTS)

(Refer to clause 5.25.2 in Section C.5 Specification(s))
Attach required course information and include details of any other relevant training as well

# RETURNABLE SCHEDULES FOR SECTION B: CIRCUIT BREAKERS WITH ACTOM AS OFFICIAL AGENT

Item	Schedule to be completed	Technical requirements
1	Schedule F.13 B1: Personnel Relevant Experience	Requirements are as per clause 5.10.6, 5.10.7, 5.10.8 and 5.10.9 in Section C.5 Specification(s).
2	Schedule F.13 B2: Previous Company Relevant Experience History	Requirements are as per clause 5.10.5 in Section C.5 Specification(s)
3	Schedule F.13 B3: Estimated Delivery and Duration of the Works	Requirements are as per clause 5.8 in Section C.5 Specification(s)
4	Schedule F.13 B4: Proof of Access to OEM Approved or Certified Equivalent Spares	Requirements are as per clause 5.9.1 in Section C.5 Specification(s)
5	Schedule F.13 B5: Sample Routine Inspection and Maintenance Report for the Specified HV AIS	Requirements are as per clause 5.10.13 in Section C.5 Specification(s)
6	Schedule F.13 B6: Training Instructor's Experience in Specified HV AIS Routine Inspection and Maintenance	Requirements are as per clause 5.25.3 in Section C.5 Specification(s)
7	Schedule F.13 B7: Specified HV AIS Routine Inspection and Maintenance Training Course (Contents, Durations and Prerequisites of Participants	Requirements are as per clause 5.25.2 in Section C.5 Specification(s)

### Note:

- 1. Schedules F.13 B1 and F.13 B2 Failure to provide the relevant requested information on these schedules will impact the functionality scoring and result in not achieving the required minimum.
- 2. Schedules F.13 B3 F.13 B7 are required for internal purposes of CCT and not evaluation of the tender.

SIGNED ON BEHALF OF TENDERER:	
-------------------------------	--

### SCHEDULE F.13 B1: PERSONNEL RELEVANT EXPERIENCE.

The following information must be provided by the tenderer at the time of tendering.

NOTE: FAILURE TO PROVIDE THE RELEVANT REQUESTED INFORMATION BELOW WILL IMPACT THE FUNCTIONALITY SCORING AND RESULT IN NOT ACHIEVING THE REQUIRED MINIMUM.

Tenderers shall set out in the Schedule hereunder details of the staff experience in work of a similar nature to that for which their Tender is submitted as per clauses 5.10.6, 5.10.7 and 5.10.8 in Section C.5 Specification(s). Attach a detailed CV with relevant experience and in accordance with clause 5.10.28 in Section C.5 Specification(s) for each member of personnel listed. Refer to T.2 Conditions of tender clause 2.2.1.1.5

SENIOR SE	RVICE TECHNICIANS/SITE SUPERVISORS			
Name	Work carried out with equipment makes, types, ratings and type of work carried out	Years of experience	Position held	Contactable references

SERVICE TEC	SERVICE TECHNICIANS					
Name	Work carried out with equipment makes, types, ratings and type of work carried out	Years of experience	Position held	Contactable references		

**Note:** If further space is required, the details can be provided on a separate sheets but provide adequate information to demonstrate the relevant knowledge and experience and the number of years that each resource possesses.

### **SIGNED ON BEHALF OF TENDERER**:

#### SCHEDULE F.13 B2: PREVIOUS COMPANY RELEVANT EXPERIENCE HISTORY

The following information must be provided by the tenderer at the time of tendering.

# NOTE: FAILURE TO PROVIDE THE RELEVANT REQUESTED INFORMATION BELOW WILL IMPACT THE FUNCTIONALITY SCORING AND RESULT IN NOT ACHIEVING THE REQUIRED MINIMUM.

The tenderer shall provide the details of a proven track record of relevant experience of maintaining High Voltage Air Insulated Switchgear (AIS) rated up to 145kV, as detailed in the specification, and need to provide detailed referral information of AIS relevant work/projects undertaken as per **clause 5.10.5** in Section C.5 Specification(s). The information will be used to establish the number of years of relevant experience of the tenderer. Refer to T.2 Conditions of tender **clause 2.2.1.1.5**.

In addition, it is preferred that the tenderer provide additional information in support of the information provided in the table below e.g. detailed company profile

ITEM No.	Client Name	Description of Relevant work	Client Contact person	Contact Number	Start Date of the work (YYYY-MM-DD)	End Date of the work (YYYY-MM-DD)
1.						
2.						
3.						
4.						

ITEM No.	Client Name	Description of Relevant work	Client Contact person	Contact Number	Start Date of the work (YYYY-MM-DD)	End Date of the work (YYYY-MM-DD)
5.						
6.						
7.						
8.						
9.						
15.5 - 11-						

If further space is required, the details can be provided on a separate sheet.

## **SIGNED ON BEHALF OF TENDERER**:

### SCHEDULE F.13 B3: ESTIMATED DELIVERY AND DURATION OF THE WORKS

The tenderer shall provide the estimated duration to complete routine inspection and preventative maintenance on each bay as detailed on the table below as per the scope of specification, this includes the supply and delivery of all materials required. (Refer to Clause 5.8 in Section C.5 Specification(s))

Maintenance Activities are as per OEM maintenance protocols and technical improvements protocols (as per clause 5.11.2 in Section C.5 Specification(s))

Switchgear Make & Type	Estimated Durations per Maintenance type	
	Routine inspection (hours)	Preventative Maintenance (hours)
AEG Berlin: S1-72.5F1/2520 operating at 66kV		
Alstom: FXT9 operating at 66kV		
Alstom: S1-72.5F1/2520 operating at 66kV		
Alstom: GL312F1 operating at 132kV		
Areva: GL309F1 operating at 66kV		
Areva: GL309 operating at 66kV		
Areva: GL312F1P operating at 132kV		

# SCHEDULE F.13 B4: PROOF OF ACCESS TO OEM APPROVED OR CERTIFIED EQUIVALENT SPARES (Refer to clause 5.9.1 in Section C.5 Specification(s))

Attach proof of access to spares - Letters from suppliers confirming an account or copy of supplier agreements

# SCHEDULE F.13 B5: SAMPLE ROUTINE INSPECTION AND MAINTENANCE REPORT

(Refer to clause 5.10.13 in Section C.5 Specification(s))

Attach sample report

### SCHEDULE F.13 B6: TRAINING INSTRUCTOR'S EXPERIENCE IN SPECIFIED HV AIS ROUTINE INSPECTION AND MAINTENANCE

**COMPLETE SEPARATE FORMS PER TRAINING INSTRUCTOR (if required)** - Details of minimum 3 years' experience of providing the specified training. The detailed CV for each training instructor shall be attached to the completed schedule (refer to clause 5.25.3 in Section C.5 Specification(s))

Nam	Name of Training Instructor:				
No.	Details of the course(s) presented	Client Name and Contact No.	Duration	Date	

SIGNED ON BEHALF OF TENDERER:

# SCHEDULE F.13 B7: SPECIFIED HV AIS ROUTINE INSPECTION AND MAINTENANCE TRAINING COURSE CONTENTS, DURATIONS AND PREREQUISITES OF PARTCIPANTS)

(Refer to clause 5.25.2 in Section C.5 Specification(s))
Attach required course information and include details of any other relevant training as well

# RETURNABLE SCHEDULES FOR SECTION C: DISCONNECTORS AND EARTH SWITCHES WITH HITACHI AS OFFICIAL AGENT

Item	Schedule to be completed	Technical requirements
1	Schedule F.13 C1: Personnel Relevant Experience	Requirements are as per clause 5.10.6, 5.10.7, 5.10.8 and 5.10.9 in Section C.5 Specification(s).
2	Schedule F.13 C2: Previous Company Relevant Experience History	Requirements are as per clause 5.10.5 in Section C.5 Specification(s).
3	Schedule F.13 C3: Estimated Delivery and Duration of the Works	Requirements are as per clause 5.8 in Section C.5 Specification(s)
4	Schedule F.13 C4: Proof of Access to OEM Approved or Certified Equivalent Spares	Requirements are as per clause 5.9.1 in Section C.5 Specification(s)
5	Schedule F.13 C5: Sample Routine Inspection and Maintenance Report for the Specified HV AIS	Requirements are as per clause 5.10.13 in Section C.5 Specification(s)
6	Schedule F.13 C6: Training Instructor's Experience in Specified HV AIS Routine Inspection and Maintenance	Requirements are as per clause 5.25.3 in Section C.5 Specification(s)
7	Schedule F.13 C7: Specified HV AIS Routine Inspection and Maintenance Training Course (Contents, Durations and Prerequisites of Participants	Requirements are as per clause 5.25.2 in Section C.5 Specification(s)

### Note:

- 3. Schedules F.13 C1 and F.13 C2 Failure to provide the relevant requested information on these schedules will impact the functionality scoring and result in not achieving the required minimum.
- 4. Schedules F.13 C3 F.13 C7 are required for internal purposes of CCT and not evaluation of the tender.

SIGNED ON BEHALF OF	TENDERER:	 	

#### SCHEDULE F.13 C1: PERSONNEL RELEVANT EXPERIENCE.

The following information must be provided by the tenderer at the time of tendering.

NOTE: FAILURE TO PROVIDE THE RELEVANT REQUESTED INFORMATION BELOW WILL IMPACT THE FUNCTIONALITY SCORING AND RESULT IN NOT ACHIEVING THE REQUIRED MINIMUM.

Tenderers shall set out in the Schedule hereunder details of the staff experience in work of a similar nature to that for which their Tender is submitted as per clauses 5.10.6, 5.10.7 and 5.10.8 in Section C.5 Specification(s). Attach a detailed CV with relevant experience and in accordance with clause 5.10.28 in Section C.5 Specification(s) for each member of personnel listed. Refer to T.2 Conditions of tender clause 2.2.1.1.6

SENIOR SE	SENIOR SERVICE TECHNICIANS/SITE SUPERVISORS				
Name	Work carried out with equipment makes, types, ratings and type of work carried out	Years of experience	Position held	Contactable references	

Name	Work carried out with equipment makes, types, ratings and type of work carried out	Years of experience	Position held	Contactable references

**Note:** If further space is required, the details can be provided on a separate sheets but provide adequate information to demonstrate the relevant knowledge and experience and the number of years that each resource possesses.

#### SCHEDULE F.13 C2: PREVIOUS COMPANY RELEVANT EXPERIENCE HISTORY

The following information must be provided by the tenderer at the time of tendering.

## NOTE: FAILURE TO PROVIDE THE RELEVANT REQUESTED INFORMATION BELOW WILL IMPACT THE FUNCTIONALITY SCORING AND RESULT IN NOT ACHIEVING THE REQUIRED MINIMUM.

The tenderer shall provide the details of a proven track record of relevant experience of maintaining High Voltage Air Insulated Switchgear (AIS) rated up to 145kV, as detailed in the specification, and need to provide detailed referral information of AIS relevant work/projects undertaken as per **clause 5.10.5** in Section C.5 Specification(s). The information will be used to establish the number of years of relevant experience of the tenderer. Refer to T.2 Conditions of tender **clause 2.2.1.1.6** 

In addition, it is preferred that the tenderer provide additional information in support of the information provided in the table below e.g. detailed company profile

ITEM No.	Client Name	Description of Relevant work	Client Contact person	Contact Number	Start Date of the work (YYYY-MM-DD)	End Date of the work (YYYY-MM-DD)
1.						
2.						
3.						
4.						

ITEM No.	Client Name	Description of Relevant work	Client Contact person	Contact Number	Start Date of the work (YYYY-MM-DD)	End Date of the work (YYYY-MM-DD)
5.						
6.						
7.						
8.						
9.						

If further space is required, the details can be provided on a separate sheet.

### SCHEDULE F.13 C3: ESTIMATED DELIVERY AND DURATION OF THE WORKS

The tenderer shall provide the estimated duration to complete routine inspection and preventative maintenance on each bay as detailed on the table below as per the scope of specification, this includes the supply and delivery of all materials required. (Refer to Clause 5.8 in Section C.5 Specification(s). Maintenance Activities are as per OEM maintenance protocols and technical improvements protocols (as per clause 5.11.1 in Section C.5 Specification(s))

Switchgear Type and Make	Estimated Durations pe	Estimated Durations per Maintenance type				
	Routine inspection (hours)	Preventative Maintenance (hours)				
ABB: DOC132 operating at 66kV						
ABB: eDB 72.5/1600 operating at 66kV						
ABB: eDB145/2500 operating at 132kV						
BBC: DOCE7208 operating at 66kV						

# SCHEDULE F.13 C4: PROOF OF ACCESS TO OEM APPROVED OR CERTIFIED EQUIVALENT SPARES (Refer to clause 5.9.1 in Section C.5 Specification(s))

Attach proof of access to spares - Letters from suppliers confirming an account or copy of supplier agreements

## SCHEDULE F.13 C5: SAMPLE ROUTINE INSPECTION AND MAINTENANCE REPORT

(Refer to clause 5.10.13 in Section C.5 Specification(s))

Attach sample report

## SCHEDULE F.13 C6: TRAINING INSTRUCTOR'S EXPERIENCE IN SPECIFIED HV AIS ROUTINE INSPECTION AND MAINTENANCE

**COMPLETE SEPARATE FORMS PER TRAINING INSTRUCTOR (if required)** - Details of minimum 3 years' experience of providing the specified training. The detailed CV for each training instructor shall be attached to the completed schedule (refer to clause 5.25.3 in Section C.5 Specification(s))

Nam	Name of Training Instructor:						
No.	Details of the course(s) presented	Client Name and Contact No.	Duration	Date			

## SCHEDULE F.13 C7: SPECIFIED HV AIS ROUTINE INSPECTION AND MAINTENANCE TRAINING COURSE CONTENTS, DURATIONS AND PREREQUISITES OF PARTCIPANTS)

(Refer to clause 5.25.2 in Section C.5 Specification(s))
Attach required course information and include details of any other relevant training as well

## RETURNABLE SCHEDULES FOR SECTION D: CIRCUIT BREAKERS WITH HITACHI AS OFFICIAL AGENT

Item	Schedule to be completed	Technical requirements
1	Schedule F.13 D1: Personnel Relevant Experience	Requirements are as per clause 5.10.6, 5.10.7, 5.10.8 and 5.10.9 in Section C.5 Specification(s).
2	Schedule F.13 D2: Previous Company Relevant Experience History	Requirements are as per clause 5.10.5 in Section C.5 Specification(s)
3	Schedule F.13 D3: Estimated Delivery and Duration of the Works	Requirements are as per clause 5.8 in Section C.5 Specification(s)
4	Schedule F.13 D4: Proof of Access to OEM Approved or Certified Equivalent Spares	Requirements are as per clause 5.9.1 in Section C.5 Specification(s)
5	Schedule F.13 D5: Sample Routine Inspection and Maintenance Report for the Specified HV AIS	Requirements are as per clause 5.10.13 in Section C.5 Specification(s)
6	Schedule F.13 D6: Training Instructor's Experience in Specified HV AIS Routine Inspection and Maintenance	Requirements are as per clause 5.25.3 in Section C.5 Specification(s)
7	Schedule F.13 D7: Specified HV AIS Routine Inspection and Maintenance Training Course (Contents, Durations and Prerequisites of Participants	Requirements are as per clause 5.25.2 in Section C.5 Specification(s)

### Note:

- 3. Schedules F.13 D1 and F.13 D2 Failure to provide the relevant requested information on these schedules will impact the functionality scoring and result in not achieving the required minimum.
- 4. Schedules F.13 D3 F.13 D7 are required for internal purposes of CCT and not evaluation of the tender.

SIGNED ON BEHALF OF TENDERER:	 	

#### SCHEDULE F.13 D1: PERSONNEL RELEVANT EXPERIENCE.

The following information must be provided by the tenderer at the time of tendering.

NOTE: FAILURE TO PROVIDE THE RELEVANT REQUESTED INFORMATION BELOW WILL IMPACT THE FUNCTIONALITY SCORING AND RESULT IN NOT ACHIEVING THE REQUIRED MINIMUM.

Tenderers shall set out in the Schedule hereunder details of the staff experience in work of a similar nature to that for which their Tender is submitted as per clauses 5.10.6, 5.10.7 and 5.10.8 in Section C.5 Specification(s). Attach a detailed CV with relevant experience and in accordance with clause 5.10.28 in Section C.5 Specification(s) for each member of personnel listed. Refer to T.2 Conditions of tender clause 2.2.1.1.7

SENIOR SERVICE TECHNICIANS/SITE SUPERVISORS					
Name	Work carried out with equipment makes, types, ratings and type of work carried out	Years of experience	Position held	Contactable references	

Name	Work carried out with equipment makes, types, ratings and type of work carried out	Years of experience	Position held	Contactable references

**Note:** If further space is required, the details can be provided on a separate sheets but provide adequate information to demonstrate the relevant knowledge and experience and the number of years that each resource possesses.

#### SCHEDULE F.13 D2: PREVIOUS COMPANY RELEVANT EXPERIENCE HISTORY

The following information must be provided by the tenderer at the time of tendering.

## NOTE: FAILURE TO PROVIDE THE RELEVANT REQUESTED INFORMATION BELOW WILL IMPACT THE FUNCTIONALITY SCORING AND RESULT IN NOT ACHIEVING THE REQUIRED MINIMUM.

The tenderer shall provide the details of a proven track record of relevant experience of maintaining High Voltage Air Insulated Switchgear (AIS) rated up to 145kV, as detailed in the specification, and need to provide detailed referral information of AIS relevant work/projects undertaken as per **clause 5.10.5** in Section C.5 Specification(s). The information will be used to establish the number of years of relevant experience of the tenderer. Refer to T.2 Conditions of tender **clause 2.2.1.1.7** 

In addition, it is preferred that the tenderer provide additional information in support of the information provided in the table below e.g. detailed company profile

ITEM No.	Client Name	Description of Relevant work	Client Contact person	Contact Number	Start Date of the work (YYYY-MM-DD)	End Date of the work (YYYY-MM-DD)
1.						
2.						
3.						
4.						

ITEM No.	Client Name	Description of Relevant work	Client Contact person	Contact Number	Start Date of the work (YYYY-MM-DD)	End Date of the work (YYYY-MM-DD)
5.						
6.						
7.						
8.						
9.						

If further space is required, the details can be provided on a separate sheet.

### SCHEDULE F.13 D3: ESTIMATED DELIVERY AND DURATION OF THE WORKS

The tenderer shall provide the estimated duration to complete routine inspection and preventative maintenance on each bay as detailed on the table below as per the scope of specification, this includes the supply and delivery of all materials required. (Refer to Clause 5.8 in Section C.5 Specification(s))

Maintenance Activities are as per OEM maintenance protocols and technical improvements protocols (as per clause 5.11.2 in Section C.5 Specification(s))

Switchgear Make & Type	Estimated Durations per Maintenance type				
	Routine inspection (hours)	Preventative Maintenance (hours)			
ABB: EDF SK1-1 operating at 66kV					
ABB: LTA 72.5D1/B operating at 66kV					
ABB: NVA Earth Switch with SM800 Operating Mechanism					
ABB: LTA 72.5D1/B DCB operating at 66kV					
ABB: NVA Earth Switch with SM800 Operating Mechanism					
ABB: LTB 145D1 operating at 132kV					

# SCHEDULE F.13 D4: PROOF OF ACCESS TO OEM APPROVED OR CERTIFIED EQUIVALENT SPARES (Refer to clause 5.9.1 in Section C.5 Specification(s))

Attach proof of access to spares - Letters from suppliers confirming an account or copy of supplier agreements

## SCHEDULE F.13 D5: SAMPLE ROUTINE INSPECTION AND MAINTENANCE REPORT

(Refer to clause 5.10.13 in Section C.5 Specification(s))

Attach sample report

### SCHEDULE F.13 D6: TRAINING INSTRUCTOR'S EXPERIENCE IN SPECIFIED HV AIS ROUTINE INSPECTION AND MAINTENANCE

**COMPLETE SEPARATE FORMS PER TRAINING INSTRUCTOR (if required)** - Details of minimum 3 years' experience of providing the specified training. The detailed CV for each training instructor shall be attached to the completed schedule (refer to clause 5.25.3 in Section C.5 Specification(s))

Nam	Name of Training Instructor:				
No.	Details of the course(s) presented	Client Name and Contact No.	Duration	Date	

## SCHEDULE F.13 D7: SPECIFIED HV AIS ROUTINE INSPECTION AND MAINTENANCE TRAINING COURSE CONTENTS, DURATIONS AND PREREQUISITES OF PARTCIPANTS)

(Refer to clause 5.25.2 in Section C.5 Specification(s))
Attach required course information and include details of any other relevant training as well

The following information shall be provided with the Tender:

## RETURNABLE SCHEDULES FOR SECTION E: DISCONNECTORS AND EARTH SWITCHES WITH ABB AS OFFICIAL AGENT

Item	Schedule to be completed	Technical requirements
1	Schedule F.13 E1: Personnel Relevant Experience	Requirements are as per clause 5.10.6, 5.10.7, 5.10.8 and 5.10.9 in Section C.5 Specification(s).
2	Schedule F.13 E2: Previous Company Relevant Experience History	Requirements are as per clause 5.10.5 in Section C.5 Specification(s).
3	Schedule F.13 E3: Estimated Delivery and Duration of the Works	Requirements are as per clause 5.8 in Section C.5 Specification(s)
4	Schedule F.13 E4: Proof of Access to OEM Approved or Certified Equivalent Spares	Requirements are as per clause 5.9.1 in Section C.5 Specification(s)
5	Schedule F.13 E5: Sample Routine Inspection and Maintenance Report for the Specified HV AIS	Requirements are as per clause 5.10.13 in Section C.5 Specification(s)
6	Schedule F.13 E6: Training Instructor's Experience in Specified HV AIS Routine Inspection and Maintenance	Requirements are as per clause 5.25.3 in Section C.5 Specification(s)
7	Schedule F.13 E7: Specified HV AIS Routine Inspection and Maintenance Training Course (Contents, Durations and Prerequisites of Participants	Requirements are as per clause 5.25.2 in Section C.5 Specification(s)

### Note:

- 5. Schedules F.13 E1 and F.13 E2 Failure to provide the relevant requested information on these schedules will impact the functionality scoring and result in not achieving the required minimum.
- 6. Schedules F.13 E3 F.13 E7 are required for internal purposes of CCT and not evaluation of the tender.

SIGNED ON BEHALF OF	ENDERER:

#### SCHEDULE F.13 E1: PERSONNEL RELEVANT EXPERIENCE.

The following information must be provided by the tenderer at the time of tendering.

NOTE: FAILURE TO PROVIDE THE RELEVANT REQUESTED INFORMATION BELOW WILL IMPACT THE FUNCTIONALITY SCORING AND RESULT IN NOT ACHIEVING THE REQUIRED MINIMUM.

Tenderers shall set out in the Schedule hereunder details of the staff experience in work of a similar nature to that for which their Tender is submitted as per clauses 5.10.6, 5.10.7 and 5.10.8 in Section C.5 Specification(s). Attach a detailed CV with relevant experience and in accordance with clause 5.10.28 in Section C.5 Specification(s) for each member of personnel listed. Refer to T.2 Conditions of tender clause 2.2.1.1.8

Name	Work carried out with equipment makes, types, ratings and type of work carried out	Years of experience	Position held	Contactable references

Name	Work carried out with equipment makes, types, ratings and type of work carried out	Years of experience	Position held	Contactable references

**Note:** If further space is required, the details can be provided on a separate sheets but provide adequate information to demonstrate the relevant knowledge and experience and the number of years that each resource possesses.

#### SCHEDULE F.13 E2: PREVIOUS COMPANY RELEVANT EXPERIENCE HISTORY

The following information must be provided by the tenderer at the time of tendering.

## NOTE: FAILURE TO PROVIDE THE RELEVANT REQUESTED INFORMATION BELOW WILL IMPACT THE FUNCTIONALITY SCORING AND RESULT IN NOT ACHIEVING THE REQUIRED MINIMUM.

The tenderer shall provide the details of a proven track record of relevant experience of maintaining High Voltage Air Insulated Switchgear (AIS) rated up to 145kV, as detailed in the specification, and need to provide detailed referral information of AIS relevant work/projects undertaken as per **clause 5.10.5** in Section C.5 Specification(s). The information will be used to establish the number of years of relevant experience of the tenderer. Refer to T.2 Conditions of tender **clause 2.2.1.1.8**.

In addition, it is preferred that the tenderer provide additional information in support of the information provided in the table below e.g. detailed company profile

ITEM No.	Client Name	Description of Relevant work	Client Contact person	Contact Number	Start Date of the work (YYYY-MM-DD)	End Date of the work (YYYY-MM-DD)
1.						
2.						
3.						
4.						

ITEM No.	Client Name	Description of Relevant work	Client Contact person	Contact Number	Start Date of the work (YYYY-MM-DD)	End Date of the work (YYYY-MM-DD)
5.						
6.						
7.						
8.						
9.						

If further space is required, the details can be provided on a separate sheet.

### SCHEDULE F.13 E3: ESTIMATED DELIVERY AND DURATION OF THE WORKS

The tenderer shall provide the estimated duration to complete routine inspection and preventative maintenance on each bay as detailed on the table below as per the scope of specification, this includes the supply and delivery of all materials required. (Refer to Clause 5.8 in Section C.5 Specification(s). Maintenance Activities are as per OEM maintenance protocols and technical improvements protocols (as per clause 5.11.1 in Section C.5 Specification(s))

Switchgear Type and Make	Estimated Durations per Maintenance type		
	Routine inspection (hours)	Preventative Maintenance (hours)	
Reyrolle: DSB 72/1250 operating at 66kV			
Reyrolle: DSB 72/1600 operating at 66kV			
Reyrolle: SSB 72/1200 operating at 66kV			
Reyrolle: AEB 72 E/S operating at 66kV			
Reyrolle: DSB 145/1600 operating at 132kV			
Reyrolle: DSB 145/2000 operating at 132kV			
Reyrolle: DSB 145/2500 operating at 132kV			
Reyrolle: AEB 145 E/S operating at 132kV			

# SCHEDULE F.13 E4: PROOF OF ACCESS TO OEM APPROVED OR CERTIFIED EQUIVALENT SPARES (Refer to clause 5.9.1 in Section C.5 Specification(s))

Attach proof of access to spares - Letters from suppliers confirming an account or copy of supplier agreements

## SCHEDULE F.13 E5: SAMPLE ROUTINE INSPECTION AND MAINTENANCE REPORT

(Refer to clause 5.10.13 in Section C.5 Specification(s))

Attach sample report

## SCHEDULE F.13 E6: TRAINING INSTRUCTOR'S EXPERIENCE IN SPECIFIED HV AIS ROUTINE INSPECTION AND MAINTENANCE

**COMPLETE SEPARATE FORMS PER TRAINING INSTRUCTOR (if required)** - Details of minimum 3 years' experience of providing the specified training. The detailed CV for each training instructor shall be attached to the completed schedule (refer to clause 5.25.3 in Section C.5 Specification(s))

Nam	Name of Training Instructor:				
No.	Details of the course(s) presented	Client Name and Contact No.	Duration	Date	

## SCHEDULE F.13 E7: SPECIFIED HV AIS ROUTINE INSPECTION AND MAINTENANCE TRAINING COURSE CONTENTS, DURATIONS AND PREREQUISITES OF PARTCIPANTS)

(Refer to clause 5.25.2 in Section C.5 Specification(s))
Attach required course information and include details of any other relevant training as well

## RETURNABLE SCHEDULES FOR SECTION F: CIRCUIT BREAKERS WITH SIEMENS AS OFFICIAL AGENT

Item	Schedule to be completed	Technical requirements
1	Schedule F.13 F1: Personnel Relevant Experience	Requirements are as per clause 5.10.6, 5.10.7, 5.10.8 and 5.10.9 in Section C.5 Specification(s).
2	Schedule F.13 F2: Previous Company Relevant Experience History	Requirements are as per clause 5.10.5 in Section C.5 Specification(s)
3	Schedule F.13 F3: Estimated Delivery and Duration of the Works	Requirements are as per clause 5.8 in Section C.5 Specification(s)
4	Schedule F.13 F4: Proof of Access to OEM Approved or Certified Equivalent Spares	Requirements are as per clause 5.9.1 in Section C.5 Specification(s)
5	Schedule F.13 F5: Sample Routine Inspection and Maintenance Report for the Specified HV AIS	Requirements are as per clause 5.10.13 in Section C.5 Specification(s)
6	Schedule F.13 F6: Training Instructor's Experience in Specified HV AIS Routine Inspection and Maintenance	Requirements are as per clause 5.25.3 in Section C.5 Specification(s)
7	Schedule F.13 F7: Specified HV AIS Routine Inspection and Maintenance Training Course (Contents, Durations and Prerequisites of Participants	Requirements are as per clause 5.25.2 in Section C.5 Specification(s)

### Note:

- 5. Schedules F.13 F1 and F.13 F2 Failure to provide the relevant requested information on these schedules will impact the functionality scoring and result in not achieving the required minimum.
- 6. Schedules F.13 F3 F.13 F7 are required for internal purposes of CCT and not evaluation of the tender.

SIGNED ON BEHALF OF TENDERER:	 	

#### SCHEDULE F.13 F1: PERSONNEL RELEVANT EXPERIENCE.

The following information must be provided by the tenderer at the time of tendering.

NOTE: FAILURE TO PROVIDE THE RELEVANT REQUESTED INFORMATION BELOW WILL IMPACT THE FUNCTIONALITY SCORING AND RESULT IN NOT ACHIEVING THE REQUIRED MINIMUM.

Tenderers shall set out in the Schedule hereunder details of the staff experience in work of a similar nature to that for which their Tender is submitted as per clauses 5.10.6, 5.10.7 and 5.10.8 in Section C.5 Specification(s). Attach a detailed CV with relevant experience and in accordance with clause 5.10.28 in Section C.5 Specification(s) for each member of personnel listed. Refer to T.2 Conditions of tender clause 2.2.1.1.9

SENIOR SE	SENIOR SERVICE TECHNICIANS/SITE SUPERVISORS					
Name	Work carried out with equipment makes, types, ratings and type of work carried out	Years of experience	Position held	Contactable references		

-		

**Note:** If further space is required, the details can be provided on a separate sheets but provide adequate information to demonstrate the relevant knowledge and experience and the number of years that each resource possesses.

#### SCHEDULE F.13 F2: PREVIOUS COMPANY RELEVANT EXPERIENCE HISTORY

The following information must be provided by the tenderer at the time of tendering.

## NOTE: FAILURE TO PROVIDE THE RELEVANT REQUESTED INFORMATION BELOW WILL IMPACT THE FUNCTIONALITY SCORING AND RESULT IN NOT ACHIEVING THE REQUIRED MINIMUM.

The tenderer shall provide the details of a proven track record of relevant experience of maintaining High Voltage Air Insulated Switchgear (AIS) rated up to 145kV, as detailed in the specification, and need to provide detailed referral information of AIS relevant work/projects undertaken as per **clause 5.10.5** in Section C.5 Specification(s). The information will be used to establish the number of years of relevant experience of the tenderer. Refer to T.2 Conditions of tender **clause 2.2.1.1.9.** 

In addition, it is preferred that the tenderer provide additional information in support of the information provided in the table below e.g. detailed company profile

ITEM No.	Client Name	Description of Relevant work	Client Contact person	Contact Number	Start Date of the work (YYYY-MM-DD)	End Date of the work (YYYY-MM-DD)
1.						
2.						
3.						
4.						

ITEM No.	Client Name	Description of Relevant work	Client Contact person	Contact Number	Start Date of the work (YYYY-MM-DD)	End Date of the work (YYYY-MM-DD)
5.						
6.						
7.						
8.						
9.						

If further space is required, the details can be provided on a separate sheet.

### SCHEDULE F.13 F3: ESTIMATED DELIVERY AND DURATION OF THE WORKS

The tenderer shall provide the estimated duration to complete routine inspection and preventative maintenance on each bay as detailed on the table below as per the scope of specification, this includes the supply and delivery of all materials required. (Refer to Clause 5.8 in Section C.5 Specification(s))

Maintenance Activities are as per OEM maintenance protocols and technical improvements protocols (as per clause 5.11.2 in Section C.5 Specification(s))

Switchgear Make & Type	Estimated Durations per Maintenance type			
	Routine inspection (hours)	Preventative Maintenance (hours)		
Siemens: 3AP1FI operating at 66kV				
Siemens: 3AP1FG operating at 66kV				
Siemens: 3AP1FG operating at 132kV				

# SCHEDULE F.13 F4: PROOF OF ACCESS TO OEM APPROVED OR CERTIFIED EQUIVALENT SPARES (Refer to clause 5.9.1 in Section C.5 Specification(s))

Attach proof of access to spares - Letters from suppliers confirming an account or copy of supplier agreements

## SCHEDULE F.13 F5: SAMPLE ROUTINE INSPECTION AND MAINTENANCE REPORT

(Refer to clause 5.10.13 in Section C.5 Specification(s))

Attach sample report

### SCHEDULE F.13 F6: TRAINING INSTRUCTOR'S EXPERIENCE IN SPECIFIED HV AIS ROUTINE INSPECTION AND MAINTENANCE

**COMPLETE SEPARATE FORMS PER TRAINING INSTRUCTOR (if required)** - Details of minimum 3 years' experience of providing the specified training. The detailed CV for each training instructor shall be attached to the completed schedule (refer to clause 5.25.3 in Section C.5 Specification(s))

Nam	Name of Training Instructor:					
No.	Details of the course(s) presented	Client Name and Contact No.	Duration	Date		

# SCHEDULE F.13 F7: SPECIFIED HV AIS ROUTINE INSPECTION AND MAINTENANCE TRAINING COURSE CONTENTS, DURATIONS AND PREREQUISITES OF PARTCIPANTS)

(Refer to clause 5.25.2 in Section C.5 Specification(s))
Attach required course information and include details of any other relevant training as well

## RETURNABLE SCHEDULES FOR SECTION G: DISCONNECTORS AND EARTH SWITCHES WITH COELME AS OFFICIAL AGENT

Item	Schedule to be completed	Technical requirements
1	Schedule F.13 G1: Personnel Relevant Experience	Requirements are as per clause 5.10.6, 5.10.7, 5.10.8 and 5.10.9 in Section C.5 Specification(s).
2	Schedule F.13 G2: Previous Company Relevant Experience History	Requirements are as per clause 5.10.5 in Section C.5 Specification(s).
3	Schedule F.13 G3: Estimated Delivery and Duration of the Works	Requirements are as per clause 5.8 in Section C.5 Specification(s)
4	Schedule F.13 G4: Proof of Access to OEM Approved or Certified Equivalent Spares	Requirements are as per clause 5.9.1 in Section C.5 Specification(s)
5	Schedule F.13 G5: Sample Routine Inspection and Maintenance Report for the Specified HV AIS	Requirements are as per clause 5.10.13 in Section C.5 Specification(s)
6	Schedule F.13 G6: Training Instructor's Experience in Specified HV AIS Routine Inspection and Maintenance	Requirements are as per clause 5.25.3 in Section C.5 Specification(s)
7	Schedule F.13 G7: Specified HV AIS Routine Inspection and Maintenance Training Course (Contents, Durations and Prerequisites of Participants	Requirements are as per clause 5.25.2 in Section C.5 Specification(s)

#### Note:

- 7. Schedules F.13 G1 and F.13 G2 Failure to provide the relevant requested information on these schedules will impact the functionality scoring and result in not achieving the required minimum.
- 8. Schedules F.13 G3 F.13 G7 are required for internal purposes of CCT and not evaluation of the tender.

SIGNED ON BEHALF OF '	TENDERER:	 	

#### SCHEDULE F.13 G1: PERSONNEL RELEVANT EXPERIENCE.

The following information must be provided by the tenderer at the time of tendering.

NOTE: FAILURE TO PROVIDE THE RELEVANT REQUESTED INFORMATION BELOW WILL IMPACT THE FUNCTIONALITY SCORING AND RESULT IN NOT ACHIEVING THE REQUIRED MINIMUM.

Tenderers shall set out in the Schedule hereunder details of the staff experience in work of a similar nature to that for which their Tender is submitted as per clauses 5.10.6, 5.10.7 and 5.10.8 in Section C.5 Specification(s). Attach a detailed CV with relevant experience and in accordance with clause 5.10.28 in Section C.5 Specification(s) for each member of personnel listed. Refer to T.2 Conditions of tender clause 2.2.1.1.10.

SENIOR SE	SENIOR SERVICE TECHNICIANS/SITE SUPERVISORS				
Name	Work carried out with equipment makes, types, ratings and type of work carried out	Years of experience	Position held	Contactable references	

SERVICE TECHNICIANS					
Name	Work carried out with equipment makes, types, ratings and type of work carried out	Years of experience	Position held	Contactable references	

**Note:** If further space is required, the details can be provided on a separate sheets but provide adequate information to demonstrate the relevant knowledge and experience and the number of years that each resource possesses.

#### SCHEDULE F.13 G2: PREVIOUS COMPANY RELEVANT EXPERIENCE HISTORY

The following information must be provided by the tenderer at the time of tendering.

## NOTE: FAILURE TO PROVIDE THE RELEVANT REQUESTED INFORMATION BELOW WILL IMPACT THE FUNCTIONALITY SCORING AND RESULT IN NOT ACHIEVING THE REQUIRED MINIMUM.

The tenderer shall provide the details of a proven track record of relevant experience of maintaining High Voltage Air Insulated Switchgear (AIS) rated up to 145kV, as detailed in the specification, and need to provide detailed referral information of AIS relevant work/projects undertaken as per **clause 5.10.5** in Section C.5 Specification(s). The information will be used to establish the number of years of relevant experience of the tenderer. Refer to T.2 Conditions of tender **clause 2.2.1.1.10** 

In addition, it is preferred that the tenderer provide additional information in support of the information provided in the table below e.g. detailed company profile

ITEM No.	Client Name	Description of Relevant work	Client Contact person	Contact Number	Start Date of the work (YYYY-MM-DD)	End Date of the work (YYYY-MM-DD)
1.						
2.						
3.						
4.						

ITEM No.	Client Name	Description of Relevant work	Client Contact person	Contact Number	Start Date of the work (YYYY-MM-DD)	End Date of the work (YYYY-MM-DD)
5.						
6.						
7.						
8.						
9.						

If further space is required, the details can be provided on a separate sheet.

#### SCHEDULE F.13 G3: ESTIMATED DELIVERY AND DURATION OF THE WORKS

The tenderer shall provide the estimated duration to complete routine inspection and preventative maintenance on each bay as detailed on the table below as per the scope of specification, this includes the supply and delivery of all materials required. (Refer to Clause 5.8 in Section C.5 Specification(s). Maintenance Activities are as per OEM maintenance protocols and technical improvements protocols (as per clause 5.11.1 in Section C.5 Specification(s))

Switchgear Type and Make	Estimated Durations per Maintenance type	
	Routine inspection (hours)	Preventative Maintenance (hours)
Coelme: DSB 145/2500 operating at 132kV		
Coelme: CM202 operating at 132kV		
Coelme: AEB 145/2500 E/S operating at 132kV		

# SCHEDULE F.13 G4: PROOF OF ACCESS TO OEM APPROVED OR CERTIFIED EQUIVALENT SPARES (Refer to clause 5.9.1 in Section C.5 Specification(s))

Attach proof of access to spares - Letters from suppliers confirming an account or copy of supplier agreements

### SCHEDULE F.13 G5: SAMPLE ROUTINE INSPECTION AND MAINTENANCE REPORT

(Refer to clause 5.10.13 in Section C.5 Specification(s))

Attach sample report

#### SCHEDULE F.13 G6: TRAINING INSTRUCTOR'S EXPERIENCE IN SPECIFIED HV AIS ROUTINE INSPECTION AND MAINTENANCE

**COMPLETE SEPARATE FORMS PER TRAINING INSTRUCTOR (if required)** - Details of minimum 3 years' experience of providing the specified training. The detailed CV for each training instructor shall be attached to the completed schedule (refer to clause 5.25.3 in Section C.5 Specification(s))

Nam	Name of Training Instructor:					
No.	Details of the course(s) presented	Client Name and Contact No.	Duration	Date		

# SCHEDULE F.13 G: SPECIFIED HV AIS ROUTINE INSPECTION AND MAINTENANCE TRAINING COURSE CONTENTS, DURATIONS AND PREREQUISITES OF PARTCIPANTS)

(Refer to clause 5.25.2 in Section C.5 Specification(s))
Attach required course information and include details of any other relevant training as well

### **Schedule F.14: Appeal Application**

annexure 'B'

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

CIVIC CENTRE

www.capetown.gov.za

IZIKO LOLUNTU

BURGERSENTRUM

12 HERTZOG BOULEVARD CAPE TOWN 8001 P O BOX 298 CAPE TOWN 8000

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

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

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SERVICE DEPARTMENT DETAILS-				
DEPARTMENT: LEGAL SERVICES:	APPEALS UNIT			
CONTACT PERSON: CHARLENE C	EBEKHULU / MELANIE CLOETE			
PHONE NO: 021 400 2503 / 021 400	3788			
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DEPARTMENT: LEGAL SERVICES:	APPEALS UNIT			
CONTACT PERSON: CHARLENE C	EBEKHULU / MELANIE CLOETE	<b>!</b>		
PHONE NO: 021 400 2503 / 021 400 3788				

Making progress possible. Together.