

|   |  |   |
|---|--|---|
| <b>TENDER DOCUMENT<br/>GOODS AND SERVICES</b> |  | <br>CITY OF CAPE TOWN<br>ISIXEKO SASEKAPA<br>STAD KAAPSTAD |
| <b>SUPPLY CHAIN MANAGEMENT</b>                |  |   |
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|--|
| <b>TENDER NO: 141G/2021/22</b>   |
| <b>TENDER DESCRIPTION: MANUFACTURE, TESTING, SUPPLY, WAREHOUSING, CUTTING AND DELIVERY OF MEDIUM VOLTAGE PAPER-INSULATED UNDERGROUND CABLE</b> |
| <b>CONTRACT PERIOD: A PERIOD NOT EXCEEDING 36 MONTHS FROM DATE OF COMMENCEMENT OF CONTRACT</b>   |

## VOLUME 1: TENDERING PROCEDURES

**CLOSING DATE:** 17 December 2021

**CLOSING TIME:** 10:00 a.m.

**TENDER BOX NUMBER:** 130

**TENDER FEE:** **R200.00** Non-refundable tender fee payable to City of Cape Town (CCT) for a hard copy of the tender document. This fee is not applicable to website downloads of the tender document.

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

| <b>NATURE OF TENDER OFFER</b> (please indicate below) |  |
|---|--|
| <b>Main Offer</b> (see clause 2.2.11.1)               |  |
| <b>Alternative Offer</b> (see clause 2.2.11.1)        |  |

| <b>TENDER SERIAL NO.:</b>                                 |
|---|
| <b>SIGNATURES OF CITY OFFICIALS<br/>AT TENDER OPENING</b> |
| <b>1</b>  |
| <b>2</b>  |
| <b>3</b>  |

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## VOLUME 1: THE TENDER (1) GENERAL TENDER INFORMATION

|   |   |
|---|---|
| <b>TENDER ADVERTISED:</b>               | <b>12 November 2021</b>   |
| <b>CLARIFICATION MEETING:</b>           | <b>13H30 on 25 November 2021<br/>(Not compulsory but strongly recommended)</b>  |
| <b>VENUE FOR CLARIFICATION MEETING:</b> | Skype Meeting – Refer below for the link to the meeting   |
| <b>CLARIFICATION MEETING SKYPE LINK</b> | <a href="#">Join Skype Meeting</a><br><br><a href="https://meet.capetown.gov.za/phillipus.jacobs/8307yjyq">https://meet.capetown.gov.za/phillipus.jacobs/8307yjyq</a><br><br>Trouble Joining? <a href="#">Try Skype Web App</a><br><br>Join by phone<br><a href="tel:+27214447999">+27214447999</a> (Civic)                      English (United States)<br><a href="tel:+27214003499">+27214003499</a> (Civic)                      English (United States)<br><br>Conference ID: 93434616 |
| <b>TENDER BOX &amp; ADDRESS:</b>        | <b>Tender Box as per front cover</b> at the <b>Tender &amp; Quotation Boxes Office</b> , 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 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. 141G/2021/21: MANUFACTURE, TESTING, SUPPLY, WAREHOUSING, CUTTING AND DELIVERY OF MEDIUM VOLTAGE PAPER-INSULATED UNDERGROUND CABLE** the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.

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

|                                  |   |
|----------------------------------|---|
| <b>CCT TENDER REPRESENTATIVE</b> | Name: Phillipus Jacobs<br>Tel. No.: (021) 444 8769<br>Email: <a href="mailto:phillipus.jacobs@capetown.gov.za">phillipus.jacobs@capetown.gov.za</a> |
|----------------------------------|---|

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

## (2) CONDITIONS OF TENDER

### 2.1 General

#### 2.1.1 Actions

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

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

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

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

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

#### 2.1.2 Interpretation

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

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

#### 2.1.3 Communication during tender process

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

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

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

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

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

## **2.1.5 Procurement procedures**

### **2.1.5.1 General**

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

The CCT intends to appoint two tenderers for all items and services (the highest ranked tenderer (“the Main Contractor”) and in addition a “Standby Contractor”, where possible offering goods from an alternative manufacturer) for the allocation of work. If insufficient responsive bids are received, the CCT reserves the right to appoint fewer tenderers, or not to appoint any tenderers at all.

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

Should the Main Contractor not be able to meet the contractual commitments relating to a particular order or orders, either in terms of delivery performance or of compliance with the requirements of the specification, the Contractor shall advise the CCT within 5 working days of receipt of the order(s). The purchase order(s) will thereafter be cancelled and orders placed with the Standby Contractor for delivery of cable in full drums to the CCT’s Stores.

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

During the course of any such Default process the CCT reserves the right to place orders (for delivery of cable to the CCT’s Stores) with the Standby Contractor instead of the Main Contractor and shall retain this right until such time as the Main Contractor has either corrected the non-compliance with the contractual commitments or has provided a proposal to correct the non-compliance with the contractual commitments that is to the satisfaction of the CCT.

In the event that the Main Contractor is formally placed in Default in terms of the contract the contract shall be placed with the Standby Contractor for the balance of the contract period, who will be required to commence full Warehousing operations as envisaged by this Specification and in the timeframes provided for.

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

### **2.1.5.2 Proposal procedure using the two stage-system**

A two-stage system will not be followed.

### **2.1.5.3 Nomination of Alternative Bidder**

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

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

### **2.1.6.1 Disputes, objections, complaints and queries**

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

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

### 2.1.6.2 Appeals

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

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

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

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

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

**Via hand delivery at:** 20<sup>th</sup> Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

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

**Via fax at:** 021 400 5963 or 021 400 5830

**Via email at:** [MSA.Appeals@capetown.gov.za](mailto:MSA.Appeals@capetown.gov.za)

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

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

**Via hand delivery at:** 20<sup>th</sup> Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

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

**Via fax at:** 086 202 9982

**Via email at:** [Access2info.Act@capetown.gov.za](mailto:Access2info.Act@capetown.gov.za)

### 2.1.7 City of Cape Town Supplier Database Registration

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

Tenderers who wish to register on the City of Cape Town's Supplier Database may collect registration forms from the Supplier Management Unit located within the Supplier Management / Registration Office, 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 City of Cape Town's website [www.capetown.gov.za](http://www.capetown.gov.za) (follow the Supply Chain Management link to Supplier registration).

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

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

Tenderers are required to be registered on the National Treasury Web Based Central Supplier Database (CSD) as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the

resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

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

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

## 2.2 Tenderer's obligations

### 2.2.1 Eligibility Criteria

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

#### 2.2.1.1.1 Submit a tender offer

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

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

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

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

#### 2.2.1.1.3 Compulsory clarification meeting

Not Applicable.

#### 2.2.1.1.4 Minimum score for functionality

Not applicable

### 2.2.1.1.5 Local production and content

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

#### Electrical Cable Products

Tenderers are required to ensure that they comply with these designated Sectors requirements by ensuring that the products provided to the City are locally manufactured. Failure to comply with the designated sector requirements for local content will result in a bid been disqualified.

Further details of designated sectors are available on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp) and [http://ocpo.treasury.gov.za/Buyers\\_Area/Legislation/Pages/Practice-Notes.aspx](http://ocpo.treasury.gov.za/Buyers_Area/Legislation/Pages/Practice-Notes.aspx)

#### In addition to the above:

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

The stipulated minimum threshold percentages for local production and content for the **Electrical Cable Products sector** ("the designated sector") is **90%** and will include all sub-sectors from the applicable National Treasury Instruction Note.

Only tenders with locally produced or locally manufactured Electrical cable Products from local raw material or input (with the exception of primary materials explicitly excluded in the designation) will be considered.

If the raw materials or inputs to be used for a specific item that are not explicitly excluded in the designation are not available locally, suppliers should obtain written authorisation from the Department of Trade and Industry (DTI) (Chief Director: Industrial Procurement, tel. 012 394 3927 and fax 012 394 4927) should there be a need to import such raw material or input.

A copy of the authorisation letter must be submitted together with the bid document at the closing date and time of the bid.

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

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

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

### 2.2.1.1.6 Pre-qualification criteria for preferential procurement

Not applicable

### 2.2.1.1.7 Provision of samples

Not Applicable.

## 2.2.2 Cost of tendering

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

### **2.2.3 Check documents**

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

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

### **2.2.4 Confidentiality and copyright of documents**

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

### **2.2.5 Reference documents**

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

### **2.2.6 Acknowledge and comply with notices**

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

### **2.2.7 Clarification meeting**

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

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

### **2.2.8 Seek clarification**

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

### **2.2.9 Pricing the tender offer**

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

### **2.2.10 Alterations to documents**

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

### 2.2.11 Alternative tender offers

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

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

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

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

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

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

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

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

### 2.2.12 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

**2.2.12.9** By signing the offer part of the Form of Offer (**Volume 2, Part 4**) the tenderer warrants that all information provided in the tender submission is true and correct.

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

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

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

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

### **2.2.14 Closing time**

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

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

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

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

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

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

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

- a) it shall be liable to the CCT for any additional expense incurred or losses suffered by the CCT in having either to accept another tender or, if new tenders have to be invited, the additional expenses incurred or losses suffered by the invitation of new tenders and the subsequent acceptance of any other tender;
- b) the CCT shall also have the right to recover such additional expenses or losses by set-off against monies which may be due or become due to the tenderer under this or any other tender or contract or

against any guarantee or deposit that may have been furnished by the tenderer or on its behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses or losses, the CCT shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or loss.

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

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

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

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

#### **2.2.17 Provide other material**

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

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

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

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

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

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

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

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

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

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

## 2.2.19 Certificates

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

### 2.2.19.1 Broad-Based Black Economic Empowerment Status Level Documentation

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

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

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

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

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

### 2.2.19.2 Evidence of tax compliance

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant subject to the requirements of clause 2.2.1.1.2.h. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Clearance Certificate issued by SARS to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 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 also provide its Tax Compliance Status PIN number on the **Details of Tenderer** pages of the tender submission.

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

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

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

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

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

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

**2.2.21 Claims arising from submission of tender**

The tenderer warrants that it has:

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

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

## **2.3 The CCT's undertakings**

### **2.3.1 Respond to requests from the tenderer**

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

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

### **2.3.2 Issue Notices**

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

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

### **2.3.3 Opening of tender submissions**

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

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

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

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

### **2.3.4 Two-envelope system**

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

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

### **2.3.5 Non-disclosure**

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

### 2.3.6 Grounds for rejection and disqualification

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

### 2.3.7 Test for responsiveness

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

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

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

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

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

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

### 2.3.8 Arithmetical errors, omissions and discrepancies

**2.3.8.1** Check the responsive tenders for:

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

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

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

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

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

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

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

### 2.3.9 Clarification of a tender offer

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

### 2.3.10 Evaluation of tender offers

#### 2.3.10.1 General

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

**2.3.10.1.2** Not applicable.

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

#### 2.3.10.2 Decimal places

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

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

**2.3.10.3.1** Points for price will be allocated in accordance with the formula set out in this clause based on the price per item / rates as set out in **Volume 2 - Price Schedule (Part 5)**:

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

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

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

**2.3.10.3.4** Applicable formula:

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

Price shall be scored as follows:

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

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

Preference points shall be scored as follows:

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

A maximum of 10 tender adjudication points will be awarded for preference to tenderers with responsive tenders who are eligible for such preference, in accordance with the criteria listed below.

Up to **10** adjudication points ( $N_P$ ) will be awarded for the level of B-BBEE contribution, in accordance with the tables below:

| B-BBEE Status Level of Contributor | Number of Points for Preference |
|------------------------------------|---------------------------------|
| 1                                  | 10                              |
| 2                                  | 9                               |
| 3                                  | 6                               |
| 4                                  | 5                               |
| 5                                  | 4                               |
| 6                                  | 3                               |
| 7                                  | 2                               |
| 8                                  | 1                               |
| Non-compliant contributor          | 0                               |

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

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

| Black Ownership of EME          | Deemed Status Contributor | B-BBEE Level of Contributor | Number of Points for Preference |
|---------------------------------|---------------------------|-----------------------------|---------------------------------|
| less than 51%                   | 4                         |                             | 5                               |
| at least 51% but less than 100% | 2                         |                             | 9                               |
| 100%                            | 1                         |                             | 10                              |

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

| Black Ownership of QSE          | Deemed Status Contributor | B-BBEE Level of Contributor | Number of Points for Preference |
|---------------------------------|---------------------------|-----------------------------|---------------------------------|
| at least 51% but less than 100% | 2                         |                             | 9                               |
| 100%                            | 1                         |                             | 10                              |

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

$$N_T = P_S + N_P$$

Where:  $P_S$  is the number of points scored for price;  
 $N_P$  is the number of points scored for preference.

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

**2.3.10.5 Risk Analysis**

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

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

**2.3.12 Acceptance of tender offer**

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

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

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

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

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

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

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

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

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

### **2.3.13 Prepare contract documents**

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

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

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

### **2.3.14 Notice to successful and unsuccessful tenderers**

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

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

### **2.3.15 Provide written reasons for actions taken**

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

|   |  |   |
|---|--|---|
| <b>TENDER DOCUMENT<br/>GOODS AND SERVICES</b> |  | <br>CITY OF CAPE TOWN<br>ISIXEKO SASEKAPA<br>STAD KAAPSTAD |
| <b>SUPPLY CHAIN MANAGEMENT</b>                |  |   |
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|  |
|--|
| <b>TENDER NO: 141G/2021/22</b>   |
| <b>TENDER DESCRIPTION: MANUFACTURE, TESTING, SUPPLY, WAREHOUSING, CUTTING AND DELIVERY OF MEDIUM VOLTAGE PAPER-INSULATED UNDERGROUND CABLE</b> |
| <b>CONTRACT PERIOD: A PERIOD NOT EXCEEDING 36 MONTHS FROM DATE OF COMMENCEMENT OF CONTRACT</b>   |

## VOLUME 2: RETURNABLE DOCUMENTS

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

| <b>NATURE OF TENDER OFFER (please indicate below)</b> |  |
|---|--|
| <b>Main Offer (see clause 2.2.11.1)</b>               |  |
| <b>Alternative Offer (see clause 2.2.11.1)</b>        |  |

## VOLUME 2: RETURNABLE DOCUMENTS

### (3) DETAILS OF TENDERER

**1.1 Type of Entity** (Please tick one box)

 Individual / Sole Proprietor

 Close Corporation

 Company

 Partnership or Joint Venture or Consortium

 Trust

 Other: .....

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

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

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

**(4) FORM OF OFFER AND ACCEPTANCE****TENDER 141G/2021/22: MANUFACTURE, TESTING, SUPPLY,  
WAREHOUSING, CUTTING AND DELIVERY OF MEDIUM VOLTAGE  
PAPER-INSULATED UNDERGROUND CABLE****OFFER: (TO BE FILLED IN BY TENDERER):****Required Details** (Please provide applicable details in full):

|  |  |
|--|--|
| <b>Name of Tendering Entity*</b><br>(“the tenderer”) |  |
| <b>Trading as</b> (if different from above)          |  |

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

\_\_\_\_\_

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

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

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

\_\_\_\_\_  
Signature(s)\_\_\_\_\_  
Print name(s):  
On behalf of the tenderer (duly authorised)\_\_\_\_\_  
Date

| INITIALS OF CITY OFFICIALS |   |   |
|----------------------------|---|---|
| 1                          | 2 | 3 |

## FORM OF OFFER AND ACCEPTANCE (continued)

### TENDER 141G/2021/22: MANUFACTURE, TESTING, SUPPLY, WAREHOUSING, CUTTING AND DELIVERY OF MEDIUM VOLTAGE PAPER-INSULATED UNDERGROUND CABLE

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

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

The terms of the contract are contained in:

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

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

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

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

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

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

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

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

**Schedule of Deviations**

**Notes:**

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

1 Subject .....

Details .....

.....  
 .....

2 Subject .....

Details .....

.....  
 .....

3 Subject .....

Details .....

.....  
 .....

4 Subject .....

Details .....

.....  
 .....

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

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

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

## (5) PRICE SCHEDULE

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

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

### Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.
- 5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 5.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 5.5 **The City intends to appoint a Main Contractor (and a Standby Contractor) for all Items and tenderers must therefore price for all Items.**
- 5.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.**
- 5.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in Clause 17 of the Special Conditions of Contract.

| Item No. | Description  | SAP Material Number (Warehouse) | SAP Material Number (Stores) | Unit Price per metre (Excluding VAT) (R) | Credit Offered for Recovered Cable Drums (per Drum) (Excluding VAT) (R) |
|----------|--|---------------------------------|------------------------------|--|---|
| 1        | 25 mm <sup>2</sup> 3-core 6,35/11 kV copper conductor cable, as specified.     | 500003598                       | 200005653                    |  |   |
| 2        | 35 mm <sup>2</sup> 3-core 6,35/11 kV copper conductor cable, as specified.     | 500003640                       | 200013497                    |  |   |
| 3        | 70 mm <sup>2</sup> 3-core 6,35/11 kV copper conductor cable, as specified.     | 500003641                       | 200004020                    |  |   |
| 4        | 95 mm <sup>2</sup> 3-core 6,35/11 kV copper conductor cable, as specified.     | 500003642                       | 200004683                    |  |   |
| 5        | 185 mm <sup>2</sup> 3-core 6,35/11 kV copper conductor cable, as specified.    | 500003643                       | 200005655                    |  |   |
| 6        | 50 mm <sup>2</sup> 3-core 6,35/11 kV aluminium conductor cable, as specified.  | 500003644                       | 200005720                    |  |   |
| 7        | 120 mm <sup>2</sup> 3-core 6,35/11 kV aluminium conductor cable, as specified. | 500003645                       | 200005212                    |  |   |
| 8        | 300 mm <sup>2</sup> 3-core 6,35/11 kV aluminium conductor cable, as specified. | 500003646                       | 200005230                    |  |   |

| INITIALS OF CITY OFFICIALS |   |   |
|----------------------------|---|---|
| 1                          | 2 | 3 |

**(6) SUPPORTING SCHEDULES****Schedule 1: Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums**

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

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

Account Holder: \_\_\_\_\_

Financial Institution: \_\_\_\_\_

Branch Code: \_\_\_\_\_

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

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

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

## Schedule 2: Declaration for Procurement above R10 million

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

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

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

1.1 If YES, submit audited annual financial statements:

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

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

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

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

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

2.2 If YES, provide particulars:

---



---



---



---

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

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

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

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

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

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

4.1 If YES, furnish particulars below

|  |
|--|
|  |
|  |
|  |
|  |
|  |

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

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

\_\_\_\_\_  
 Date

## Schedule 3: Preference Schedule

### 1 Definitions

The following definitions shall apply to this schedule:

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

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

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

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

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

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

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

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

**Consortium or Joint Venture:** An association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

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

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

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

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

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

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

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

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

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

**Person:** Includes a juristic person.

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

**Price:** Includes all applicable taxes less unconditional discounts.

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2 Conditions associated with the granting of preferences

A supplier that is granted a preference undertakes to:

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

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

### **3 Sanctions relating to breaches of preference conditions**

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

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

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

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

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

where:

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

P\* = Value of the contract

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

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

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

where:

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

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

**P\*** = Value of the contract

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

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

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

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

**Table 1: Level of Contribution**

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

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

**5 Declarations**

1) With reference to Condition 9 in Section 2 above, the supplier declares that:

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

**Note:**

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

2) The undersigned, who warrants that he/she is duly authorised to do so on behalf of the supplier, hereby certifies that the preference claimed based on the B-BBEE status level of contribution indicated in Table 1, qualifies the supplier, subject to condition 8 in Section 2 above, for such preference claimed, and acknowledges that:

- (i) the information furnished is true and correct;
- (ii) the preference claimed is in accordance with the conditions of this schedule;
- (iii) the supplier may be required to furnish documentary proof to the satisfaction of the CCT that the BBEE level of contributor as at the closing date is correct; and
- iv) he/she understands the conditions under which preferences are granted, and confirms that the supplier will satisfy the conditions pertaining to the granting of preferences.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name (PRINT)**

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

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

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

1. No bid will be accepted from:
  - 1.1 persons in the service of the 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 during the twelve months after the City employee has left the employ of the City, or
  - 1.4 from an entity who has employed a former City employee who was at a level of T14 or higher at the time of leaving the City's employ and involved in any of the City's bid committees for the bid submitted, if:
    - 1.4.1 the City employee left the City's employment voluntarily, during a period of 12 months after the City employee has left the employ of the City;
    - 1.4.2 the City employee left the City's employment whilst facing disciplinary action by the City, during a period of 24 months after the City employee has left the employ of the City, or any other period prescribed by applicable legislative provisions, after having left the City's employ.
  
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
  
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
  - 3.1 Full Name of tenderer or his or her representative:.....
  - 3.2 Identity Number:.....
  - 3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>).....
  - 3.4 Company or Close Corporation Registration Number:.....
  - 3.5 Tax Reference Number.....
  - 3.6 VAT Registration Number:.....
  - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
  - 3.8 Are you presently in the service of the state? **YES / NO**
    - 3.8.1 If yes, furnish particulars .....
  - 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
    - 3.9.1 If yes, furnish particulars .....
  - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
    - 3.10.1 If yes, furnish particulars .....
  - 3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
    - 3.11.1 If yes, furnish particulars.....

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

3.12.1 If yes, furnish particulars .....

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

3.13.1 If yes, furnish particulars .....

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

3.14.1 If yes, furnish particulars .....

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

3.15.1 If yes, furnish particulars .....

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

3.16.1 If yes, furnish particulars .....

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

| Full Name | Identity Number | State Employee Number |
|-----------|-----------------|-----------------------|
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |

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

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

\_\_\_\_\_  
Signature

Print name:

\_\_\_\_\_  
Date

On behalf of the tenderer (duly authorised)

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

***(a) a member of –***

- (i) any municipal council;***
- (ii) any provincial legislature; or***
- (iii) the national Assembly or the national Council of provinces;***

***(b) a member of the board of directors of any municipal entity;***

***(c) an official of any municipality or municipal entity;***

***(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);***

***(e) an executive member of the accounting authority of any national or provincial public entity; or***

***(f) an employee of Parliament or a provincial legislature.***

***<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 5: Conflict of Interest Declaration

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

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

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

|  |
|--|
|  |
|  |
|  |
|  |
|  |

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

- 2.1 any inducement or reward to the CCT for or in connection with the award of this contract; or  
 2.2 any reward, gift, favour or hospitality to any official or any other role player involved in the implementation of the supply chain management policy. (Please mark with X)

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

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

|  |
|--|
|  |
|  |
|  |
|  |
|  |

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

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

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

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

\_\_\_\_\_  
 Date

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

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

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

| Item  | Question  | Yes                             | No                             |
|-------|---|---------------------------------|--------------------------------|
| 2.1   | <p><b>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?</b></p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://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.</b></p> | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 2.1.1 | If so, furnish particulars:   |                                 |                                |
| 2.2   | <p><b>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?</b></p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>   | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 2.2.1 | If so, furnish particulars:   |                                 |                                |
| 2.3   | <p><b>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?</b></p>  | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 2.3.1 | If so, furnish particulars:   |                                 |                                |

| Item  | Question   | Yes                             | No                             |
|-------|--|---------------------------------|--------------------------------|
| 2.4   | Does the tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 2.4.1 | If so, furnish particulars:  |                                 |                                |
| 2.5   | Was any contract between the tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?                         | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 2.5.1 | If so, furnish particulars:  |                                 |                                |

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

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

\_\_\_\_\_  
Date

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

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: \_\_\_\_\_  
(Name of tenderer)

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

The tenderer:

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

| Physical <b>Business</b> address(es) of the tenderer | Municipal Account number(s) |
|--|-----------------------------|
|  |                             |
|  |                             |

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

| Name of Director / Member / Partner | Identity Number | Physical <b>residential</b> address of Director / Member / Partner | Municipal Account number(s) |
|-------------------------------------|-----------------|--|-----------------------------|
|                                     |                 |  |                             |
|                                     |                 |  |                             |
|                                     |                 |  |                             |
|                                     |                 |  |                             |
|                                     |                 |  |                             |
|                                     |                 |  |                             |
|                                     |                 |  |                             |

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

\_\_\_\_\_  
Date

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

### 8.1 PRICING INSTRUCTIONS:

- 8.1.1 This is a multi-year tender and clear understanding of Contract Price Adjustment provisions must be established to avoid pricing risk during the resulting contract(s).
- 8.1.2 The Contract Price Adjustment mechanisms and/or provisions relating to Rate of Exchange Variation contained in this schedule are compulsory and binding on all tenderers. Failure to complete this schedule or any part thereof may result in the tender offer being declared non-responsive.
- 8.1.3 Tenderers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule, failing which the tender offer shall be declared non-responsive.
- 8.1.4 Tenderers are not permitted to offer fixed prices for the contract duration except as provided for in the Price Schedule, and if the tenderer offers fixed prices in contravention of this clause the tender offer shall be declared non-responsive.
- 8.1.5 The prices stipulated on the pricing schedule shall be subject to price adjustment as laid out below.
- 8.1.6 Tenderers are required to complete either Section 8.2.1 (**Manufacturers**) or Section 8.2.2 (**Suppliers**) below to establish the Contract Price Adjustment basis. (Refer to Clause 8.4).
- 8.1.7 Tenderers shall in addition complete Section 8.3 if Rate of Exchange Variations are applicable.

### 8.2 CONTRACT PRICE ADJUSTMENT

#### 8.2.1 Tenderers that are Manufacturers of the Tendered Items:

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

##### a) Increase using SEIFSA indices

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

Material, labour and / or road freight price variation shall be calculated based upon the SEIFSA base material, labour and / or road freight prices / indices and the price proportions indicated by the Tenderer for the Goods tendered, as detailed in Annexure A of Schedule 8, which shall be completed in full.

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

The SEIFSA contract price adjustment formula shall apply, unless otherwise detailed (and accepted) in the Covering Letter accompanying the Tender Documentation.

Tenderer to claim SEIFSA based CPA? (Yes /No): \_\_\_\_\_

##### b) Increase using Material Supplier Price Lists

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

Supplier: \_\_\_\_\_

Date of Price List/Quotation upon which tender is based \_\_\_\_\_

Price List/Quotation Reference Number \_\_\_\_\_

### N.B.

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

**8.2.2 Tenderers that are not Manufacturers of the Tendered Items:**

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

Tenderer's Supplier / Manufacturer: \_\_\_\_\_

Date of Price List/Quotation upon which tender is based \_\_\_\_\_

Price List/Quotation Reference Number \_\_\_\_\_

**N.B.**

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

**8.3 RATE OF EXCHANGE VARIATIONS**

Only tenderers who are the **DIRECT IMPORTER** of the goods may claim rate of exchange price variations. (Refer to Clause 8.4 below).

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

Name of Bank: \_\_\_\_\_

Date of quoted rate of exchange: \_\_\_\_\_

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

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

\_\_\_\_\_

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

**TABLE 8.3: PRICE BASIS FOR IMPORTED RESOURCES**

| Item No. | Value in foreign currency | Rate of exchange as at <b>7 days prior</b> to date of tender | Value in Rand, of foreign currency content (columns AxB) | Customs Surcharge |     | Customs Duty |     | Amount of South African Content | Total in Rand of columns C+D+E+F (Total Tender Price) (Excl. VAT) |
|----------|---------------------------|--|--|-------------------|-----|--------------|-----|---------------------------------|---|
|          |                           |  |  | %                 | R   | %            | R   |                                 |   |
|          | (A)                       | (B)  | (C)  |                   | (D) |              | (E) | (F)                             | (G)   |
| 1        |                           |  |  |                   |     |              |     |                                 |   |
| 2        |                           |  |  |                   |     |              |     |                                 |   |
| 3        |                           |  |  |                   |     |              |     |                                 |   |
| 4        |                           |  |  |                   |     |              |     |                                 |   |
| 5        |                           |  |  |                   |     |              |     |                                 |   |
| 6        |                           |  |  |                   |     |              |     |                                 |   |
| 7        |                           |  |  |                   |     |              |     |                                 |   |
| 8        |                           |  |  |                   |     |              |     |                                 |   |

## 8.4 PRICE VARIATION CLAIM

### 8.4.1 SEIFSA Index based Contract Price Variations (Refer to 8.2.1 above)

- 8.4.1.1 This section is **applicable to Tenderers that ARE the manufacturer of the tendered Goods**.
- 8.4.1.2 Only Contractors that are the manufacturers of the goods may claim SEIFSA Index based contract price adjustments.
- 8.4.1.3 For items that are subject to ROE, the SEIFSA index based CPA **shall apply only to the South African Content portion**, column (F) of the above table.
- 8.4.1.4 The contract price per item shall be adjusted monthly in advance of placement of orders, and the adjusted contract price shall be applicable for cable issued from the Warehouse and cable delivered from the Warehouse to Stores during the following full calendar month.
- 8.4.1.5 Fluctuations in the prices of raw materials and labour will be acceptable for the cable price Contract Price Adjustment calculations.
- 8.4.1.6 The base month for Contract Price Adjustment calculations shall be the calendar month prior to the month of the closing date for tenders, and SEIFSA indices published in this month shall be used.
- 8.4.1.7 Adjusted contract prices per item shall be calculated based upon the SEIFSA indices published in the calendar month two months prior to the month during which application is submitted for the amended cable contract prices.
- 8.4.1.8 Material and labour price variation shall be calculated based upon the SEIFSA base material and labour indices and the stipulated price proportions as detailed in Annexure A of Schedule 8.
- 8.4.1.9 A minimum of 10% of the **South African Content portion** of the tender price (Column F) shall be fixed and free of variation for the duration of the contract.
- 8.4.1.10 The process to be followed by Contractors for claims for contract price adjustment in terms of SEIFSA shall be as follows:
- a) The Contractor shall approach the Purchaser in writing during the week following the third Friday of each month with an application for the amended cable unit prices to be applicable to the contract during the following month.
  - b) The application shall be based upon the SEIFSA indices applicable to the calendar month two months prior to the month during which application was made (or, if not yet available, the most recent respective indices available at that time) and shall detail the proposed adjusted cable unit prices and include detailed calculations indicating how the adjusted cable unit prices per item have been established.
  - c) Calculations of the contract price adjustment shall use the original tendered unit rates, the base indices, the indices published for the calendar month two months prior to the month of application (or the most recent earlier available indices as per 8.4.1.10.b ) and the SEIFSA formula and shall contain no other factors or adjustments.
  - d) The Purchaser will check and approve the proposed unit prices for the following month prior to the last day of the month of application. The Purchaser will notify the Contractor in writing of approval of the proposed prices. Any communications regarding approval of the proposed prices shall be completed before the end of the month of application for the amended cable unit prices.
  - e) The Purchaser will update the SAP Contract records at the end of the month with the approved amended unit prices for the following month.
  - f) All cable issued or dispatched from the Warehouse during a calendar month shall be issued, invoiced and paid for at the contract unit prices approved for that calendar month (ie. The month of cable issue from the Warehouse) and no further contract price adjustment claims will be considered.
  - g) The required collection or delivery dates for cable purchase orders placed by the Purchaser will be determined based upon the requirements date indicated in the purchase order but shall

in addition take into consideration any amended delivery requirements detailed in a Cable Warehouse Issue Document (Goods Receiver Form) specific to that order and issued subsequent to the order.

- h) Failure by the Contractor to submit claims for Contract Price Adjustment within the timeframes detailed above will result in the unit rates for the items concerned being determined by the Purchaser in accordance with the published SEIFSA indices. The Purchaser however reserves the right in such a case not to amend the unit rates for the item if it is not to the Purchaser's advantage.
- i) The successful Contractor shall immediately upon notification of commencement date of contract submit written application for approval of adjusted cable unit prices that shall be applicable during the first calendar month of the contract. This application will be assessed in accordance with the process laid out above in order to determine approved contract prices for the first calendar month of the contract.
- j) Failure to submit such application within one working week of commencement of contract shall result in the tendered unit prices being applied for orders placed during the first calendar month of the contract.
- k) Application for Contract Price Adjustment thereafter shall follow the process detailed above.

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

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

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

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

- 8.4.2.1 Contractors shall make the application for contract price adjustment prior to the date upon which the price adjustment would become effective.
- 8.4.2.2 The effective date of any price adjustment granted will be the first day of the month following the month during which the fully substantiated application for contract price adjustment is submitted and approved or, by agreement between the Contractor and the Purchaser, a subsequent date on which the price adjustment will become effective.
- 8.4.2.3 In instances where the Contractor's price adjustment claimed is less than entitled, the lesser price will be accepted.
- 8.4.2.4 All cable issued from the Warehouse during a calendar month shall be issued, invoiced and paid at the contract unit prices approved for that calendar month (ie. The month of cable issue from the Warehouse) and no further contract price adjustment claims will be considered.
- 8.4.2.5 Only the difference in source supplier / manufacturer price list (actual cost, not percentage) may be adjusted and under no circumstances may the Contractor increase their profit margin.
- 8.4.2.6 The process to be followed by the Contractor for claims for contract price adjustment shall be as follows:
  - 8.4.2.6.1 The Contractor shall submit all of the documentation indicated below a minimum of two weeks prior to the effective date of the contract price adjustment.
  - 8.4.2.6.2 The Purchaser will consider the proposed contract price adjustment and based on the documented evidence, the Purchaser may approve the adjustment.
  - 8.4.2.6.3 A letter authorising the price adjustment will be issued to the Contractor.
  - 8.4.2.6.4 All cable issued from the Warehouse subsequent to the effective date of the contract price adjustment will be issued at the approved adjusted contract price.
- 8.4.2.7 The Contractor shall supply the following documentation when applying for a contract price adjustment:

- 8.4.2.7.1 The price list that the original tender was based upon clearly indicating the items numbered according to the tender pricing schedule.
- 8.4.2.7.2 The new price list from the same Supplier / Manufacturer as originally tendered and clearly indicating the items numbered according to the tender pricing schedule and the revised price applicable to each item.
- 8.4.2.7.3 Detailed calculations indicating how the new price has been established.
- 8.4.2.7.4 A covering letter on the Contractor's letterhead requesting the contract price adjustment.
- 8.4.2.7.5 All documentation is to be signed by the Supplier / Manufacturer and by the Contractor.
- 8.4.2.8 In the event of a Contractor changing their Supplier / Manufacturer during the tenure of the contract, no request for price variations will be considered unless the Contractor has obtained prior approval from the City for the change of Supplier / Manufacturer. Such approval shall include technical approval by the Engineer of the goods supplied by the replacement Supplier / Manufacturer. Technical approval by the Engineer shall be a prerequisite for any change of Supplier / Manufacturer.

### **8.4.3 Rate of Exchange Variations (Refer to 8.3 above)**

- 8.4.3.1 The Tenderer shall note The Department: Trade and Industry Local Production and Content requirements included with and forming a part of this specification and shall comply fully therewith.
- 8.4.3.2 If the Contract price is subject to variations in RATES OF EXCHANGE the Tenderer SHALL complete the appropriate section in Schedule 8 (Section 8.3 and Table 8.3), failing which no claim for contract price adjustment on the basis of rate of exchange variations will be considered.
- 8.4.3.3 Only Contractors that are directly importing the tendered Goods or component parts of the tendered Goods may claim rate of exchange variations.
- 8.4.3.4 The price adjustment for variations in the cost of plant and materials imported from outside of South Africa shall be based on the information contained on the schedule titled "**Price Basis for Imported Resources**" (Table 8.3) and as below. The Rand value of Plant and Materials comprising entirely or partly imported content that is inserted on the schedule titled "**Price Basis for Imported Resources**" (column (G)) shall be the rate tendered in the Pricing Schedule, and shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate on the Base Date (seven calendar days before tender closing date) rounded to the second decimal place (column (B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)) and any South African manufactured or added content (column (F)). Any mark-up by the Tenderer or other costs not detailed above shall be entirely contained within the South African Content (Column (F)).
- 8.4.3.5 Column A of Table 8.3 shall detail the actual quotation for the imported Goods or components, and shall be substantiated by the original source quotation for such Goods or components. (Source quotation from foreign supplier/manufacturer, see 8.4.2 above). No Contractor mark-up on the foreign currency value of such imported Goods or components is permissible. All Contractor mark-up shall be included in the South African content, Column F of Table 8.3.
- 8.4.3.6 The Supplier shall within seven working days from the date of receipt of the purchase order arrange for cover or recovering forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported Plant and Materials inserted by the Tenderer on the scheduled titled "Price Basis for Imported Resources" (Table 8.3), and submit such Forward Cover quotation to the City for approval. Following such approval the forward cover shall be contracted within a further two working days and a copy provided to the City.
- 8.4.3.7 The Forward Cover quotation envisaged above shall have 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.
- 8.4.3.8 Based on the evidence provided in Clause 8.4.3.5 above, the value in Rand inserted in column (C) of on the schedule titled "**Price Basis for Imported Resources**" shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in this clause shall be adjusted accordingly, subject to Clause 8.4.3.9 below.

- 8.4.3.9 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 (or any adjusted value approved in accordance with 8.4.2 above).
- 8.4.3.10 Any increase or decrease in the Rand value between the amounts of Customs Surcharge and Customs Duty inserted in on the schedule titled "Price Basis for Imported Resources" and those amounts actually paid to the Customs and Excise Authorities, which are due to changes in the percentage rates applicable or to the foreign exchange rate used by the authorities, shall be adjusted accordingly.
- 8.4.3.11 The Tenderer shall state the Customs Duty Tariff Reference applicable to each item and the Supplier shall advise the CCT's Agent of any changes which occur.
- 8.4.3.12 Contractors shall take out Forward Cover covering the foreign exchange component of the cost of any imported portion of the Goods ordered on each purchase order issued by the Employer.
- 8.4.3.13 The process to be followed by Contractors for claims for Rate of Exchange Variations shall be as follows:
- 8.4.3.13.1 On receipt of a purchase order the Contractor shall arrange for a quotation for Forward Cover from their banking institution.
- 8.4.3.13.2 This Forward Cover quotation shall be submitted to the Purchaser for approval of the Forward Cover rate within seven days from date of receipt of the purchase order.
- 8.4.3.13.3 Only once the Forward Cover rate is approved may the Contractor engage in a formalised contract with their banking institution and submit the Forward Cover contract to the Purchaser. This shall be done within two days from the City's approval.
- 8.4.3.13.4 The Forward Cover Contract shall refer to the purchase order number, shall be signed by both parties (the Contractor and the Banking Institution) and shall be valid until such time as the goods are delivered to the Purchaser.
- 8.4.3.14 On delivery of the goods to the City the Contractor shall submit the following documentation:
- 8.4.3.14.1 The Bill of Lading/Waybill/Customs Invoice (clearly indicating the items as identified on the purchase order).
- 8.4.3.14.2 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.
- 8.4.3.14.3 The invoice / credit note for the Rate of Exchange adjustment applicable to the specific order.

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

Tenderers that intend to purchase the goods from another supplier who in turn is importing the goods shall obtain Firm Prices from this supplier and shall submit the price list in accordance with the process outlined in Clause 8.4.1 above. The updated pricelist shall be submitted to the City within seven calendar days of the date of the purchase order date. (Tenderer are again referred to The Department: Trade and Industry Local Production and Content Requirements included with and forming a part of this specification).

**8.4.5 Contract Price Adjustment – General**

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

- By letter to: The Manager: Contract Management Unit, City of Cape Town, P O Box 655, Cape Town, 8000, or
- By email to: [CPA.Request@capetown.gov.za](mailto:CPA.Request@capetown.gov.za),

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

- 8.4.5.2 When submitting an application for contract price adjustment the Contractor shall provide the applicable month's actual indices for the SEIFSA Table No's and Descriptions detailed in Annexure A of Schedule 8 or the supplier's actual published pricelists applicable to the particular month, and the actual revised rate proposed for each item. A mere notification of an application for contract price adjustment without stating the adjusted price claimed for each item shall, for the purpose of this clause, not be regarded as a valid claim.
- 8.4.5.3 The Purchaser reserves the right to request the Contractor to submit auditor's certificates or such other documentary proof as it may require in order to verify a claim for contract price adjustment. Should the supplier fail to submit such auditor's certificates or other documentary proof to the City of Cape Town within a period of 30 (thirty) days from the date of the request, it shall be presumed that the supplier has abandoned his claim.

## Annexure A: Contract Price Adjustment

### BASE MATERIAL AND LABOUR PRICES

Where Tender prices are subject to adjustment the prices quoted shall be subject to price variation based upon the SEIFSA base prices per metric ton or indices for materials and labour detailed below. For the purposes of this tender the **base month** shall be **November 2021**.

|                           | 7,90 mm<br>COPPER ROD | ALUMINIUM<br>99,7 EC GRADE ROD | LEAD | PVC COMPOUND | 0,50 mm STEEL<br>TAPE ARMOUR | 0,80 mm STEEL<br>TAPE ARMOUR | LABOUR |
|---------------------------|-----------------------|--------------------------------|------|--------------|------------------------------|------------------------------|--------|
| SEIFSA Table No:          |                       |                                |      |              |                              |                              |        |
| SEIFSA Description:       |                       |                                |      |              |                              |                              |        |
| Base Month Price / Index: |                       |                                |      |              |                              |                              |        |

| ITEM<br>NO. | PARTICULARS  | MATERIAL   |                                     |                                     |                                     |                                     |                                     | LABOUR   | Fixed<br>Portion<br>of Tender<br>Price<br>(Min 10%) |
|-------------|--|--|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|--|---|
|             |  | The percentage contribution of the specific materials to the total price per item are as follows:- |                                     |                                     |                                     |                                     |                                     | Proportion of<br>Cable Price<br>Attributed to<br>Labour Cost |   |
|             |  | 7,90 mm<br>COPPER<br>ROD   | ALUMINIUM                           | LEAD                                | PVC<br>COMPOUND                     | STEEL<br>TAPE<br>ARMOUR,<br>0,5 mm  | STEEL<br>TAPE<br>ARMOUR,<br>0,8 mm  |  |   |
|             |  | Proportion of<br>Cable Price<br>(%)  | Proportion of<br>Cable Price<br>(%) | Proportion of<br>Cable Price<br>(%) | Proportion of<br>Cable Price<br>(%) | Proportion of<br>Cable Price<br>(%) | Proportion of<br>Cable Price<br>(%) |  |   |
| 1           | 25 mm <sup>2</sup> 3-core 6,35/11 kV Cu conductor cable  |  |                                     |                                     |                                     |                                     |                                     |  |   |
| 2           | 35 mm <sup>2</sup> 3-core 6,35/11 kV Cu conductor cable  |  |                                     |                                     |                                     |                                     |                                     |  |   |
| 3           | 70 mm <sup>2</sup> 3-core 6,35/11 kV Cu conductor cable  |  |                                     |                                     |                                     |                                     |                                     |  |   |
| 4           | 95 mm <sup>2</sup> 3-core 6,35/11 kV Cu conductor cable  |  |                                     |                                     |                                     |                                     |                                     |  |   |
| 5           | 185 mm <sup>2</sup> 3-core 6,35/11 kV Cu conductor cable |  |                                     |                                     |                                     |                                     |                                     |  |   |
| 6           | 50 mm <sup>2</sup> 3-core 6,35/11 kV Al conductor cable  |  |                                     |                                     |                                     |                                     |                                     |  |   |
| 7           | 120 mm <sup>2</sup> 3-core 6,35/11 kV Al conductor cable |  |                                     |                                     |                                     |                                     |                                     |  |   |
| 8           | 300 mm <sup>2</sup> 3-core 6,35/11 kV Al conductor cable |  |                                     |                                     |                                     |                                     |                                     |  |   |

**This Schedule is only applicable if the Tenderer is the Manufacturer of the Cable**

**NOTE:**

## Schedule 9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender **141G/2021/22: MANUFACTURE, TESTING, SUPPLY, WAREHOUSING, CUTTING AND DELIVERY OF MEDIUM VOLTAGE PAPER-INSULATED UNDERGROUND CABLE** in response to the tender invitation made by THE CITY OF CAPE TOWN, do hereby make the following statements, which I certify to be true and complete in every respect:

I certify, on behalf of : \_\_\_\_\_ (Name of tenderer)

That:

1. I have read and I understand the contents of this Certificate;
2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised by the tenderer to sign this Certificate, and to submit this tender, on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorised by the tenderer to determine the terms of, and to sign, the tender on behalf of the tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word 'competitor' shall include any individual or organisation other than the tenderer, whether or not affiliated with the tenderer, who:
  - (a) has been requested to submit a tender in response to this tender invitation;
  - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at this tender independently from and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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.
9. The terms of this tender have not been and will not be disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, Act 89 of 1998, and/or may be reported to the National Prosecuting Authority (NPA) for criminal investigation, and/or may be restricted from conducting business with the public sector for a period not exceeding 10 (ten) years in terms of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, or any other applicable legislation.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (PRINT)

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

**(<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 10: Local Content Declaration / Annexure C

### DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

#### Preamble

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

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

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

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

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

#### 1. General Conditions

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

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

Where

x is the imported content in Rand

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

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

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp) at no cost.**

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

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

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

| <u>Description of services, works or goods</u> | <u>Stipulated minimum threshold</u> |
|--|-------------------------------------|
| <b>Electrical Cable Products sector</b>        | <b>90%</b>                          |

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

(Tick applicable box)

|     |                          |    |                          |
|-----|--------------------------|----|--------------------------|
| YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

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

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

| <b>Currency</b> | <b>Rates of exchange</b> |
|-----------------|--------------------------|
| US Dollar       |                          |
| Pound Sterling  |                          |
| Euro            |                          |
| Yen             |                          |
| Other           |                          |

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

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

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

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

**IN RESPECT OF BID NO.** .....

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

.....

NB

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

I, the undersigned, ..... (full names),

do hereby declare, in my capacity as .....

of .....(name of bidder entity), the following:

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

|  | <b>Electrical Cable Products</b> |
|--|----------------------------------|
| Bid price, excluding VAT (y)                                       | R                                |
| Imported content (x), as calculated in terms of SATS 1286:2011     | R                                |
| Stipulated minimum threshold for local content (paragraph 2 above) |                                  |
| Local content %, as calculated in terms of SATS 1286:2011          |                                  |

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

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

SIGNATURE:

DATE: \_\_\_\_\_

WITNESS No. 1

DATE: \_\_\_\_\_

WITNESS No. 2

DATE: \_\_\_\_\_

Annex C

**Local Content Declaration - Summary Schedule**

|      |                           |   |  |
|------|---------------------------|---|--|
| (C1) | Tender No.                | 141G/2021/22  |  |
| (C2) | Tender description:       | MANUFACTURE, TESTING, SUPPLY, WAREHOUSING, CUTTING AND DELIVERY OF MEDIUM VOLTAGE PAPER-INSULATED UNDERGROUND CABLE |  |
| (C3) | Designated product(s)     | Electrical Cable Products   |  |
| (C4) | Tender Authority:         | City of Cape Town   |  |
| (C5) | Tenderer Entity name:     |   |  |
| (C6) | Tender Exchange Rate:     | Pula <input type="text"/>   | EU <input type="text"/> GBP <input type="text"/> |
| (C7) | Specified local content % | 90%   |  |

|  |                                     |
|--|-------------------------------------|
|  | <b>Note:</b> VAT to be calculations |
|  |                                     |

|                  |   | Calculation of local content    |                         |   |                | Tender summary |                            |                                   |                    |                                 |                        |
|------------------|---|---------------------------------|-------------------------|---|----------------|----------------|----------------------------|-----------------------------------|--------------------|---------------------------------|------------------------|
| Tender item no's | List of items   | Tender price per UoM (excl VAT) | Exempted imported value | Tender value of net exempted imported content | Imported value | Local value    | Local content % (per item) | Anticipated Annual Tender Qty (m) | Total Tender value | Total exempted imported content | Total Imported content |
| (C8)             | (C9)  | (C10)                           | (C11)                   | (C12)   | (C13)          | (C14)          | (C15)                      | (C16)                             | (C17)              | (C18)                           | (C19)                  |
| 1                | 25 mm <sup>2</sup> 3-core 6,35/11 kV Cu conductor cable |                                 |                         |   |                |                |                            |                                   |                    |                                 |                        |
| 2                | 35 mm <sup>2</sup> 3-core 6,35/11 kV Cu conductor cable |                                 |                         |   |                |                |                            |                                   |                    |                                 |                        |

|                  |  | Calculation of local content    |                         |   |                | Tender summary |                            |                                   |                    |                                 |                        |
|------------------|--|---------------------------------|-------------------------|---|----------------|----------------|----------------------------|-----------------------------------|--------------------|---------------------------------|------------------------|
| Tender item no's | List of items  | Tender price per UoM (excl VAT) | Exempted imported value | Tender value net of exempted imported content | Imported value | Local value    | Local content % (per item) | Anticipated Annual Tender Qty (m) | Total Tender value | Total exempted imported content | Total Imported content |
| (C8)             | (C9)   | (C10)                           | (C11)                   | (C12)   | (C13)          | (C14)          | (C15)                      | (C16)                             | (C17)              | (C18)                           | (C19)                  |
| 3                | 70 mm <sup>2</sup> 3-core 6,35/11 kV Cu conductor cable  |                                 |                         |   |                |                |                            |                                   |                    |                                 |                        |
| 4                | 95 mm <sup>2</sup> 3-core 6,35/11 kV Cu conductor cable  |                                 |                         |   |                |                |                            |                                   |                    |                                 |                        |
| 5                | 185 mm <sup>2</sup> 3-core 6,35/11 kV Cu conductor cable |                                 |                         |   |                |                |                            |                                   |                    |                                 |                        |
| 6                | 50 mm <sup>2</sup> 3-core 6,35/11 kV Al conductor cable  |                                 |                         |   |                |                |                            |                                   |                    |                                 |                        |
| 7                | 120 mm <sup>2</sup> 3-core 6,35/11 kV Al conductor cable |                                 |                         |   |                |                |                            |                                   |                    |                                 |                        |
| 8                | 300 mm <sup>2</sup> 3-core 6,35/11 kV Al conductor cable |                                 |                         |   |                |                |                            |                                   |                    |                                 |                        |

(C20) Total tender value R

(C21) Total Exempt imported content R

(C22) Total/tender value net of exempt imported content R

(C23) Total Imported content R

(C24) Total local content R

(C25) Average local content % of tender

Signature of tenderer from Annex B

Date: \_\_\_\_\_

**Schedule 11: Price Basis for Imported Resources**

**NOT USED – REFER SCHEDULE 8**

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

**NOT USED**

|  |
|--|
| <b>Schedule 13: List of other documents attached by tenderer</b> |
|--|

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

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

Attach additional pages if more space is required.

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

\_\_\_\_\_  
 Date

|   |
|---|
| <b>Schedule 14: Record of Addenda to Tender Documents</b> |
|---|

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

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

Attach additional pages if more space is required.

**SIGNED ON BEHALF OF TENDERER:** .....

|  |
|--|
| <b>Schedule 15: Information to be provided with the tender</b> |
|--|

The following information shall be provided with the Tender:

- a) Schedule 15 A: Schedule of Technical Data
- b) Schedule 15 B: Schedule of Manufacturer's Experience and Facilities
- c) Schedule 15 C: Schedule of Tenderer's Experience and Facilities
- d) Schedule 15 D: Schedule of Tenderer's Current and Previous Cable Warehousing and Cutting Service Facilities
- e) Schedule 15 E: Details of Tendered Warehouse Facilities
- f) Schedule 15 F: Details of Contractor's Warehouse Plant and Equipment
- g) Schedule 15 G: Departures from the Requirements of the Specification
- h) The various technical details and data required as stipulated in the Section 6 (Particulars of Cable, Warehouse, Manufacturer and Tenderer) and section 8.1 (Type Tests) of the Specification are to be attached to the tender document as annexures, including but not limited to the following:
  - a. SABS permit certificate or approved alternative authority certificate eg. SATAS;
  - b. Referenced technical datasheets for the items offered;
  - c. Manufacturer's Factory Quality Plan;
  - d. Warehouse Establishment Quality Plan;
  - e. Warehouse Operations Quality Plan and Quality Assurance Plan;
  - f. OEM Company Organogram/s;
  - g. Letter of Authorisation from the OEM/Supplier where required as per clause 6.8.3 of the specification;
  - h. Schedule of Referenced Type Tests certificates where applicable;
  - i. Manufacturers Price List upon which the tender price is based (on suppliers letter head, addressed to tenderer, referenced, dated and signed)

**SIGNED ON BEHALF OF TENDERER:** .....

### Schedule 15 A: Schedule of Technical Data

| Item No. | Description  | Manufacturer | Place of Manufacture | Manufacturer's ISO 9001 (or Equivalent) Accreditation No | Warehouse ISO 9001 (or Equivalent) Accreditation No | Cable SABS Mark (or approved alternative) Permit No | Manufacturer's Technical Datasheet Reference No | Manufacturer's Technical Datasheet attached? (Yes / No) | Full Compliance with Specification and Specified Standards? (Yes/No) |
|----------|--|--------------|----------------------|--|---|---|---|---|--|
| 1        | 25 mm <sup>2</sup> 3-core 6,35/11 kV copper conductor cable.     |              |                      |  |   |   |   |   |  |
| 2        | 35 mm <sup>2</sup> 3-core 6,35/11 kV copper conductor cable.     |              |                      |  |   |   |   |   |  |
| 3        | 70 mm <sup>2</sup> 3-core 6,35/11 kV copper conductor cable.     |              |                      |  |   |   |   |   |  |
| 4        | 95 mm <sup>2</sup> 3-core 6,35/11 kV copper conductor cable.     |              |                      |  |   |   |   |   |  |
| 5        | 185 mm <sup>2</sup> 3-core 6,35/11 kV copper conductor cable.    |              |                      |  |   |   |   |   |  |
| 6        | 50 mm <sup>2</sup> 3-core 6,35/11 kV aluminium conductor cable.  |              |                      |  |   |   |   |   |  |
| 7        | 120 mm <sup>2</sup> 3-core 6,35/11 kV aluminium conductor cable. |              |                      |  |   |   |   |   |  |
| 8        | 300 mm <sup>2</sup> 3-core 6,35/11 kV aluminium conductor cable. |              |                      |  |   |   |   |   |  |

TENDERERS NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

**Schedule 15 B: Schedule of Manufacturer’s Experience and Facilities**

The Tenderer shall insert in the spaces provided below a list of contracts for equivalent and similar cables awarded to the **Manufacturer** and those currently being undertaken.

| EMPLOYER<br>(NAME, TEL No.<br>AND FAX No.) | CONSULTING<br>ENGINEER<br>(NAME, TEL No.<br>AND FAX No.) | LENGTH AND<br>DESCRIPTION OF<br>CABLE SUPPLIED | VALUE OF<br>WORK<br>R<br>(m) | COMPLETION<br>DATE |
|--|--|--|------------------------------|--------------------|
| <b>COMPLETED CONTRACTS</b>                 |  |  |                              |                    |
|  |  |  |                              |                    |
| <b>CURRENT CONTRACTS</b>                   |  |  |                              |                    |
|  |  |  |                              |                    |

**Manufacturing Facilities:**

Address of Factory .....

.....

Factory total floor area (m<sup>2</sup>) .....

Current Factory Monthly Cable Manufacturing Capacity (m) .....

Planned Factory Monthly Manufacturing Capacity for this Contract (m) .....

Manufacturer Quality Assurance Plan and Company Organigram attached? (Yes/No) .....

Manufacturer SANS 9001 certificate attached? (Yes/No) .....

Number of sheets, appended by the Tenderer to this Schedule ..... (If nil, enter NIL).

**SIGNED ON BEHALF OF TENDERER:** .....

**Schedule 15 C: Schedule of Tenderer’s Experience and Facilities**

The Tenderer shall insert in the spaces provided below a list of contracts for equivalent and similar cables awarded to the **Tenderer** and those currently being undertaken.

| EMPLOYER<br>(NAME, TEL No.<br>AND FAX No.)                          | LENGTH AND DESCRIPTION<br>OF CABLE SUPPLIED | VALUE OF WORK<br>R (m) | COMPLETION DATE |
|---|---|------------------------|-----------------|
| <b>CURRENT &amp; COMPLETED CABLE SUPPLY CONTRACTS (Tenderer)</b>    |   |                        |                 |
|   |   |                        |                 |
| <b>CURRENT &amp; COMPLETED CABLE WAREHOUSE CONTRACTS (Tenderer)</b> |   |                        |                 |
|   |   |                        |                 |

**Tenderer’s Experience and Facilities:**

Address of Tenderer’s Premises .....

.....

Premises total floor area (m<sup>2</sup>) .....

Total number of Administrative Staff employed by Tenderer .....

Total number of Technical Staff employed by Tenderer .....

Tenderer & Manufacturer supporting information (Section 6 of Specification) attached? (Yes/No) .....

Number of sheets, appended by the Tenderer to this Schedule ..... (If nil, enter NIL).

**SIGNED ON BEHALF OF TENDERER:** .....

**Schedule 15 D: Schedule of Tenderer’s Current and Previous Cable Warehousing and Cutting Service Facilities**

The Tenderer shall insert in the spaces provided below detailed information regarding existing and concluded Warehousing and Cutting Service contracts undertaken by the Tenderer that are of similar scope and extent to this specification.

|   | Warehouse 1 | Warehouse 2 | Warehouse 3 |
|---|-------------|-------------|-------------|
| Warehouse Address:  |             |             |             |
| Client:   |             |             |             |
| Warehousing Cable Type: (eg. MV PILC, MV XLPE, LV Distribution, LV Service Cables, ABC, Telecomms, Other) |             |             |             |
| Warehousing Contract Commencement Date:   |             |             |             |
| Warehousing Contract Conclusion Date (or “Current” if still active):                                      |             |             |             |
| Warehouse Premises total floor area (m <sup>2</sup> ):  |             |             |             |
| Total number of Administrative Staff:   |             |             |             |
| Total number of Technical Staff:  |             |             |             |
| Cable storage provision (m):  |             |             |             |
| Total annual cable issues, average (m):   |             |             |             |
| Maximum annual cable issues (m):  |             |             |             |
|   |             |             |             |

Number of sheets, appended by the Tenderer to this Schedule ..... (If nil, enter NIL).

**SIGNED ON BEHALF OF TENDERER:** .....

**Schedule 15 E: Details of Tendered Warehouse Facilities**

The Tenderer shall detail below the Warehouse facilities that will be available for this Contract, either those existing or those proposed for the Warehousing and Cutting Services as outlined in Section 5 of the Specification. (Details provided in this Schedule 15 E are for information purposes, not evaluation).

Address of Warehouse .....

Warehouse Suburb .....

Closest Main Trunk Route to Warehouse .....

Road distance from Warehouse to closest Main Trunk Route (km) .....

Warehouse location suitably zoned for proposed use and accessible to flatbed trucks? (Yes/No): .....

Warehouse total floor area (m<sup>2</sup>) .....

Warehouse floor area allocated for storage of Council minimum stock (m<sup>2</sup>) .....

Warehouse floor area available for expansion of Council minimum stock (m<sup>2</sup>) .....

Administrative Offices total floor area (m<sup>2</sup>) .....

Commencement of Warehousing and Cutting Service (Date OR Maximum setup duration after award of contract) .....

Current Ownership of Warehouse Premises .....

Number of Stores Staff normally employed by Contractor at Warehouse Premises .....

Number of Stores Staff (staff able to perform lead wipe) proposed by Contractor at Warehouse Premises for this contract .....

Number of Administrative Staff normally employed by Contractor at Warehouse Premises .....

Number of Administrative Staff proposed by Contractor at Warehouse Premises for this contract .....

Warehouse Quality Assurance Plan and Company Organigram attached? (Yes/No) .....

Warehouse SANS 9001 certificate attached? (Yes/No) .....

Additional information .....

Signature ..... Date .....

Print name: .....  
On behalf of the Tenderer (duly authorised)

## Schedule 15 F: Details of Contractor's Warehouse Plant and Equipment

The Tenderer shall detail below the Warehouse facilities in the City of Cape Town Municipal Area that will be available and utilised under this Contract. In the event that the Tenderer does not at the time of tendering have access to or a firm commitment to such premises and / or plant they should complete the schedule below with such detail of any proposed premises and / or plant as is available at the time of tendering. (Please refer to Sections 5 and 6 of the Specification in this regard).

**(Details provided in this Schedule 15 F are for information purposes, not evaluation).**

### **PLANT AND EQUIPMENT IMMEDIATELY AVAILABLE**

| DESCRIPTION, SIZE, CAPACITY   | NUMBER |
|---|--------|
| Eg. Lifting equipment, Hysters, Crane trucks, Cable Winding Machines, Cutting tools, etc. |        |

### **PLANT AND EQUIPMENT CURRENTLY ON ORDER**

(State details of arrangements made, with delivery dates)

| DESCRIPTION, SIZE, CAPACITY | NUMBER |
|-----------------------------|--------|
|                             |        |

**PLANT AND EQUIPMENT THAT WILL BE ACQUIRED OR HIRED**

(State details of delivery arrangements)

| DESCRIPTION, SIZE, CAPACITY | NUMBER |
|-----------------------------|--------|
|                             |        |

Number of sheets, appended by the Tenderer to this Schedule ..... (If nil, enter NIL).

**SIGNED ON BEHALF OF TENDERER:** .....

**Schedule 15 G: Departures from the Requirements of the Specification  
(To be completed by Tenderer)**

| <b>Clause</b> | <b>Departures from the requirements of this Specification with details of alternative proposals</b> |
|---------------|---|
|               |   |

Note: If the above is insufficient the Tenderer shall complete the Schedule by affixing completed numbered copies of Schedule 15 G.

|   |  |   |
|---|--|---|
| <b>TENDER DOCUMENT<br/>GOODS AND SERVICES</b> |  | <br>CITY OF CAPE TOWN<br>ISIXEKO SASEKAPA<br>STAD KAAPSTAD |
| <b>SUPPLY CHAIN MANAGEMENT</b>                |  |   |
| SCM - 542                                     | Approved by Branch Manager: 03/04/2020 | Version: 8   Page 72 of 118   |

**TENDER NO: 141G/2021/22**

**TENDER DESCRIPTION: MANUFACTURE, TESTING, SUPPLY, WAREHOUSING, CUTTING AND DELIVERY  
OF MEDIUM VOLTAGE PAPER-INSULATED UNDERGROUND CABLE**

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

## VOLUME 3: DRAFT CONTRACT

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

| <b>NATURE OF TENDER OFFER</b> (please indicate below) |  |
|---|--|
| <b>Main Offer</b> (see clause 2.2.11.1)               |  |
| <b>Alternative Offer</b> (see clause 2.2.11.1)        |  |

## VOLUME 3: DRAFT CONTRACT (7) SPECIAL CONDITIONS OF CONTRACT

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

### 1. Definitions

*Delete Clause 1.15 and substitute with the following*

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

*Delete Clause 1.19 and substitute with the following*

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

*Delete Clause 1.21 and substitute with the following:*

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

*Add the following after Clause 1.25:*

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

### 3. General Obligations

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

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

contract, restriction of the supplier, and/or the exercise by the City of any other remedies available to it as described in the SCM Policy.

3.5 The **supplier** shall:

3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the order:

- a) Proof of Insurance (Refer to Clause 11) or Insurance Broker's Warrantee
- b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11)
- c) Initial delivery programme
- d) Other requirements as detailed in the tender documents

3.5.2 Only when notified of the acceptance of the bid by the issuing of the order, the supplier shall commence with and carry out the delivery of the goods in accordance with the contract, to the satisfaction, of the purchaser

3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the goods including any temporary services that may be required

3.5.4 Insure his workmen and employees against death or injury arising out of the delivery of the goods

3.5.5 Be continuously represented during the delivery of the goods by a competent representative duly authorised to execute instructions;

3.5.6 In the event of a loss resulting in a claim against the insurance policies stated in clause 11, pay the first amount (excess) as required by the insurance policy

3.5.7 Comply with all written instructions from the purchaser subject to clause 18

3.5.8 Complete and deliver the goods within the period stated in clause 10, or any extensions thereof in terms of clause 21

3.5.9 Make good at his own expense all incomplete and defective goods during the warranty period

3.5.10 Pay to the purchaser any penalty for delay as due on demand by the purchaser. The supplier hereby consents to such amounts being deducted from any payment to the supplier.

3.5.11 Comply with the provisions of the OHAS Act & all relevant regulations.

3.5.12 Comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements.

3.5.13 Deliver the goods in accordance with the contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

3.6 The **purchaser** shall:

3.6.1 Issue orders for the goods required under this Contract. No liability for payment will ensue for any work done if an official purchase order has not been issued to the supplier.

3.6.2 Make payment to the **supplier** for the goods as set out herein.

3.6.3 Take possession of the goods upon delivery by the supplier.

3.6.4 Regularly inspect the goods to establish that it is being delivered in compliance with the contract.

3.6.5 Give any instructions and/or explanations and/or variations to the supplier including any relevant advice to assist the supplier to understand the contract documents.

3.6.6 Grant or refuse any extension of time requested by the supplier to the period stated in clause 10.

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

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

*Add the following after clause 5.4:*

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

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

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

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

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

## **7. Performance Security**

*Delete clause 7.1 to 7.4 and replace with the following:*

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

## **8. Inspections, tests and analyses**

*Delete Clause 8.2 and substitute with the following:*

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

## **10. Delivery and documents**

*Delete clauses 10.1 and 10.2 and replace with the following:*

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

## **11. Insurance**

*Add the following after clause 11.1:*

- 11.2 Without limiting the obligations of the supplier in terms of this contract, the supplier shall effect and maintain the following additional insurances:
- a) Public liability insurances, in the name of the supplier, covering the supplier and the purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **R20 million** for any single claim;
  - b) Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;

- c) Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the bidder's broker or the insurance company itself (see **Proof of Insurance / Insurance Broker's Warranty** section in document for a pro forma version).

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

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

## **15. Warranty**

*Add to Clause 15.2:*

- 15.2 This warranty for this contract shall remain valid for **twelve (12) months** after the goods have been delivered.

## **16. Payment**

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

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

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

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

*Add the following after clause 16.4*

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

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

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

## **17. Prices**

*Add the following after clause 17.1*

- 17.2 The prices for the goods delivered and services performed SHALL BE SUBJECT TO CONTRACT PRICE ADJUSTMENT and the following conditions will be applicable:

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

**18. Contract Amendments**

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

**18. Contract Amendments and Variations**

Add the following to clause 18.1:

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

**20. Subcontracts**

Add the following after clause 20.1:

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

**21. Delays in the supplier's performance**

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

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

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

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

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

**22. Penalties**

Delete clause 22.1 and replace with the following:

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

In the event that the actual delivery for goods ordered in terms of this tender exceeds the contracted delivery period, a penalty of 0.5% per week of the value of the overdue goods will be imposed. No such penalties shall exceed 10% of the value of the overdue goods concerned.

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

### 22.3 Penalties – Drums with Cable Lengths Shorter than Specified

In the event that the cable length on any full drum delivered to the City of Cape Town Stores, any drum issued at the Warehouse as a full drum, or any drum length issued at the Warehouse as cut to a specified length, is shorter than the specified length the City reserves the right to reject such drum of cable or cut length and have it replaced with a drum of cable of the specified length. If delivery of the short cable length drum is accepted by the City this will only be accepted subject to the imposition of a prescribed discount per metre on the cable actually delivered on that drum, as detailed in the Table 1 below:

| Specified Drum Length | Range |         | Prescribed Discount |
|-----------------------|-------|---------|---------------------|
| <b>300 m</b>          | 294 m | - 300 m | 0%                  |
|                       | 270 m | - 293 m | 2,5%                |
|                       | 240 m | - 269 m | 5,0%                |
|                       | 210 m | - 239 m | 7,5%                |
|                       | 180 m | - 209 m | 10,0%               |
|                       | 150 m | - 179 m | 12,5%               |
|                       | Under | 150 m   | 12,5%               |

**Table 1: Prescribed Discounts for Short Drum Lengths of MV Cable**

*(Based upon 2,5% discount for every 10% short of full length, excluding 2% SANS 458 tolerance. Drum lengths shorter than 50% of specified length are subject to a 12.5% discount, if accepted)*

### 23. Termination for default

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

### 23. Termination

Add the following to the end of clause 23.1:

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

Add the following after clause 23.7:

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

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

23.8.2 The parties by mutual agreement terminate the contract.

23.8.3 If an Order has been issued incorrectly, or to the incorrect recipient, the resulting contract may be terminated by the purchaser by written notice

23.8.4 If a material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective, provided the City Manager follows the processes as described in the purchasers SCM Policy.

23.8.5 After providing notice to the supplier, if the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):

- 23.8.5.1 reports of poor governance and/or unethical behaviour;
- 23.8.5.2 association with known family of notorious individuals;
- 23.8.5.3 poor performance issues, known to the Employer;
- 23.8.5.4 negative social media reports; or
- 23.8.5.5 adverse assurance (e.g. due diligence) report outcomes..

23.9 If the contract is terminated in terms of clause 23.8, all obligations that were due and enforceable prior to the date of the termination must be performed by the relevant party.

**26. Termination for insolvency**

*Delete clause 26.1 and replace with the following:*

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

**27. Settlement of Disputes**

*Amend clause 27.1 as follows:*

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

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

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

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

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

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

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

**28. Limitation of Liability**

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

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

*Add the following after clause 28.1:*

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

b) loss of or damage to property;

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

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

### **31. Notices**

*Delete clauses 31.1 and 31.2 and replace with the following:*

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

### **32. Taxes and Duties**

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

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

*Add the following after clause 32.3:*

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

## **ADDITIONAL CONDITIONS OF CONTRACT**

*Add the following Clause after Clause 34:*

### **35. Reporting Obligations.**

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

### **36. Establishment of Cable Warehousing and Cutting Service Facilities**

- 36.1 **This Tender makes provision for the establishment of a fully compliant Cable Warehousing and Cutting Service Facility within ninety days (90 days) from contract commencement.**
- 36.2 The Contractor shall within ninety days (90 days) from commencement of the contract establish a Cable

Warehousing and Cutting Service Facility inclusive of services and facilities as specified within Section 5 of the Specification and in compliance with the Warehouse location details therein, and which meets the requirements set out in the Specifications in full and otherwise meets the requirements necessary for the supplier to render the services contemplated in the contract and to meet its obligations.

- 36.3 Should the Contractor fail to establish a Cable Warehousing and Cutting Service Facility which complies with the aforementioned requirements within the ninety (90) days mentioned in clause 36.2 above this shall be a material breach of the contract and the City shall be entitled to terminate the contract forthwith and without further notice to the supplier.
- 36.4 The City of Cape Town will perform a technical assessment of the Cable Warehousing and Cutting Service Facility mentioned in clause 36.2 above to confirm that it complies with the requirements set out in Section 5 of the Specifications and otherwise meets the requirements necessary for the supplier to render the services contemplated in this contract and to meet its obligations. The City of Cape Town reserves the right at its sole discretion to conduct further technical assessment as required during the ninety (90) day period to verify compliance, but only in the event that the Cable Warehousing and Cutting Service Facility can be seen to be substantively compliant during the first technical assessment. Only once the technical compliance of the Cable Warehousing and Cutting Service Facility has been verified in full by the City of Cape Town, by means of the aforementioned technical assessment(s), will the Warehousing and Cutting Service operations be commenced in terms of this contract. Cable purchase orders placed in terms of the contract prior to this shall be fulfilled through delivery of the required cable to the City's Stores.
- 36.5 The date upon which the aforementioned technical assessment shall be held shall not be less than two (2) weeks prior to the expiry of the ninety (90) days period. Any resulting remediation required from the Contractor shall be completed prior to the expiry of the ninety (90) days period and provision made for a second and final technical assessment of the Cable Warehousing and Cutting Service Facility prior to the expiry of the ninety (90) days period, if such additional further technical assessment has been agreed to at the sole discretion of the City of Cape Town.
- 36.6 The Contractor may inform the City of Cape Town that it is ready for the technical assessment referred to in clause 36.4 above earlier than the ninety (90) day period provided for, in which case the City of Cape Town shall conduct the technical assessment at a date and time agreed between the parties but which shall not exceed two (2) weeks from receipt from the Contractor's notification in terms of this clause.
- 36.7 The Contractor shall cooperate fully and in good faith with the City of Cape Town in arranging for and assisting the City of Cape Town with the technical assessment(s) referred to in clause 36.4 above, including but not limited to providing the City of Cape Town with access to all parts of the Cable Warehousing and Cutting Service Facility during that assessment and demonstrating to the City all aspects of the services and facilities provided in compliance with Section 5 of the Specification.
- 36.8 Notwithstanding the above, the City of Cape Town reserves the right at its sole discretion and with two (2) days' notice, to perform technical assessments of the Cable Warehousing and Cutting Service Facility as and when required during the tenure of the contract to ensure that the Cable Warehousing and Cutting Service Facility continues to meet the requirements set out in Section 5 of the Specification in full, and otherwise meets the requirements necessary for the Contractor to render the services contemplated in this contract and to meet its obligations. Should the outcome of such technical assessment be that the Cable Warehousing and Cutting Service Facility is not compliant with the aforesaid requirement, this shall constitute a material breach of the contract.

### **37 Protection of personal information**

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

## (8) GENERAL CONDITIONS OF CONTRACT

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

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### 1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

## **2. Application**

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

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

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

## **3. General**

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

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

## **4. Standards**

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

## **5. Use of contract documents and information; inspection.**

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

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

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

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

## **6. Patent rights**

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

## 7. Performance Security

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

## 8. Inspections, tests and analyses

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

## 9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in the SCC, and in any subsequent instructions ordered by the purchaser.

## 10. Delivery and documents

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

## 11. Insurance

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

## 12. Transportation

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

## 13. Incidental Services

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

## 14. Spare parts

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

**15. Warranty**

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications), or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for 12 (twelve) months after the goods, or any portion thereof, as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for 18 (eighteen) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in the SCC.
- 15.3 The purchaser shall notify the supplier promptly, in writing, of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in the SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

**16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in the SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of any other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than 30 (thirty) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in the SCC.

**17. Prices**

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

**18. Contract Amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

## 21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during the performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his or her discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure, outside of the contract, small quantities of supplies; or to have minor essential services executed if an emergency arises, or the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and, without prejudice to his other rights, be entitled to claim damages from the supplier.

## 22. Penalties

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

## 23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person is or was, in the opinion of the Accounting Officer/Authority, actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within 5 (five) working days of such imposition, furnish the National Treasury with the following information:
- (i) the name and address of the supplier and/or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction;
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

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

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

## **24. Anti-dumping and countervailing duties and rights**

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

## **25. Force majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if, and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall notify the purchaser promptly, in writing, of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

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

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

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

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

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

**28. Limitation of Liability**

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

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

**29. Governing language**

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

**30. Applicable Law**

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

**31. Notices**

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

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

**32. Taxes and Duties**

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

**33. National Industrial Participation (NIP) Programme**

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

**34 Prohibition of Restrictive practices**

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

**(9) FORM OF GUARANTEE / PERFORMANCE SECURITY**

NOT APPLICABLE

**FORM OF GUARANTEE / PERFORMANCE SECURITY****GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means: .....

Physical address of Guarantor: .....

"Supplier" means: .....

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

Amount in words: .....

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

Amount in words: .....

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

**PERFORMANCE GUARANTEE**

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

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

Signed at .....

Date .....

Guarantor's signatory (1) .....

Capacity .....

Guarantor's signatory (2) .....

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....

**ANNEXURE****LIST OF APPROVED FINANCIAL INSTITUTIONS**

The following financial institutions are currently (as at 18 October 2016) approved for issue of contract guarantees to the City:

**National Banks:**

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

**International Banks (with branches in SA):**

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

**Insurance companies:**

ABSA Insurance  
Coface s.a.  
Compass Insurance Co.  
Constantia Insurance Co.  
Credit Guarantee Insurance Co.  
Guardrisk Insurance Co.  
Hollard Insurance Company Ltd.  
Infiniti Insurance Limited  
Lombard Insurance  
New National Assurance Co.  
Regent Insurance Co.  
Renasas Insurance Company Ltd.  
Santam Limited  
Zurich Insurance Co.

**(10) FORM OF ADVANCE PAYMENT GUARANTEE**

**NOT APPLICABLE**

**ADVANCE PAYMENT GUARANTEE**

**GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means: .....

Physical address of guarantor: .....

"Supplier" means: .....

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

Amount in words: .....

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

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

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

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

Amount in words: .....

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

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

Signed at .....

Date .....

Guarantor's signatory (1) .....

Capacity .....

Guarantor's signatory (2) .....

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....

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

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

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

| <b>Plant and materials which have been manufactured and are stored by the supplier</b> | <b>Plant and materials yet to be manufactured and for which a deposit with order is required from the supplier by a third party manufacturer/supplier, and which may be stored by the supplier:</b> |
|--|---|
|  |   |
|  |   |
|  |   |

**Conditions:**

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

**(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

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

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

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

I, ....., representing

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

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

COID ACT Registration Number: .....

OR Compensation Insurer: ..... Policy No.: .....

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

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

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

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

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

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Mandatory**

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
for and on behalf of  
City of Cape Town

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



*Letterhead of supplier's Insurance Broker*

Date \_\_\_\_\_

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

Dear Sir

**TENDER NO.:** 141G/2021/22

**TENDER DESCRIPTION: MANUFACTURE, TESTING, SUPPLY, WAREHOUSING, CUTTING AND DELIVERY OF MEDIUM VOLTAGE PAPER-INSULATED UNDERGROUND CABLE**

NAME OF SUPPLIER: \_\_\_\_\_

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

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

Yours faithfully

Signed: \_\_\_\_\_

For: \_\_\_\_\_ (Supplier's Insurance Broker)

## (13) SPECIFICATION(S)

### SPECIFICATION CEE 69

#### FOR

#### MEDIUM VOLTAGE PAPER-INSULATED UNDERGROUND CABLE

#### 1 SCOPE OF SPECIFICATION

This specification provides for the manufacture, testing, supply, warehousing, cutting, delivery and off-loading of medium voltage paper-insulated general purpose cable in accordance with SANS 97.

#### 2 NORMATIVE REFERENCES

2.1 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.

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

|             |   |
|-------------|---|
| SANS 97     | Electric cables – Impregnated-paper-insulated metal-sheathed cables for rated voltages 3,3/3,3 kV up to 19/33 kV (excluding pressure assisted cables) |
| SANS 1411-1 | Materials of insulated electric cables and flexible cords – Part 1: Conductors  |
| SANS 1411-2 | Materials of insulated electric cables and flexible cords – Part 2: Polyvinyl chloride (PVC)  |
| SANS 1411-6 | Materials of insulated electric cables and flexible cords – Part 6: Armour  |
| SANS 9001   | Quality management systems – Requirements   |
| NRS 013     | Medium voltage cables   |

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

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

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

#### 3 REQUIREMENTS

##### 3.1 General

3.1.1 The cable shall be general purpose mass-impregnated non-draining paper-insulated, screened, lead alloy “E” sheathed, double steel-tape armoured for duty on an earthed system.

3.1.2 The cable shall comply with SANS 97 (with particular reference to Table 19) and shall bear the SABS certification Mark.

3.1.3 The cable shall be of the “wet” design provided for in terms of NRS 013 that includes a bituminised

hessian bedding under the steel tape armour and a bituminised rayon tape above the steel tape armour in order to improve longitudinal water blocking and provide resistance to mechanical damage of the lead sheath.

### 3.2 Rated Voltage

3.2.1 The rated voltage of the medium voltage cables shall be 6,35 / 11 kV ( $U_0/U$ ).

### 3.3 Conductors

3.3.1 The conductors shall be stranded, compacted conductors and shall comply with SANS 1411-1 Class 2.

| Construction | Area<br>(mm <sup>2</sup> ) | Material  | Conductor<br>Profile | No. of<br>Strands<br>(Minimum) | Drum<br>Length<br>(m) | SAP<br>Number<br>(Warehouse) | SAP<br>Number<br>(Stores) |
|--------------|----------------------------|-----------|----------------------|--------------------------------|-----------------------|------------------------------|---------------------------|
| 3-core       | 25                         | Copper    | Circular             | -                              | 300                   | 500003598                    | 200005653                 |
|              | 35                         | Copper    | Circular             | -                              | 300                   | 500003640                    | 200013497                 |
|              | 70                         | Copper    | Shaped               | -                              | 300                   | 500003641                    | 200004020                 |
|              | 95                         | Copper    | Shaped               | -                              | 300                   | 500003642                    | 200004683                 |
|              | 185                        | Copper    | Shaped               | -                              | 300                   | 500003643                    | 200005655                 |
|              | 50                         | Aluminium | Circular             | 19                             | 300                   | 500003644                    | 200005720                 |
|              | 120                        | Aluminium | Shaped               | 37                             | 300                   | 500003645                    | 200005212                 |
|              | 300                        | Aluminium | Shaped               | 60                             | 300                   | 500003646                    | 200005230                 |

Table 1: Standard Cables

3.3.2 The conductor sizes, material and profile shall be as specified in Table 1.

3.3.3 The number of strands shall comply with SANS 1411-1, unless otherwise specified in Table 1.

### 3.4 Conductor Insulation and Screening

3.4.1 The cables shall have a conductor screen complying with SANS 97 applied over each conductor before the application of the insulating papers.

3.4.2 Insulation shall be non-draining insulating compound impregnated paper, complying fully with the requirements of SANS 97.

3.4.3 Insulating paper shall be laid helically in accordance with SANS 97 and to the minimum thickness specified in Table 19 of SANS 97.

3.4.4 Each core shall be individually screened with a carbon paper tape and metallised paper tape in accordance with SANS 97.

### 3.5 Core Identification

3.5.1 Each core shall be identified by the numbers 1, 2 or 3 on a numbered paper applied directly under the insulation screen.

### 3.6 Laying-up of Cores

3.6.1 The cores shall be laid-up as specified in SANS 97, separated with jute fillers and bound together with a copper woven rayon tape.

### 3.7 Metal Sheath

3.7.1 The metal sheath shall be lead alloy E and shall be of the minimum thickness specified in Table 19 of SANS 97.

### 3.8 **Bedding Under Armouring**

3.8.1 The bedding under the armouring shall comprise two layers of bituminised hessian tapes applied helically to a nominal thickness of 2,2 mm.

### 3.9 **Armour**

3.9.1 The cables shall be armoured with two layers of galvanised steel tape complying with SANS 1411-6.

3.9.2 The steel tape armour shall be of the thickness specified in Table 19 of SANS 97.

3.9.3 One layer of bituminised Rayon tape of nominal thickness 0,5 mm shall be applied over the armouring with a half-lap.

### 3.10 **Outer Sheath**

3.10.1 The outer sheath shall comprise an extruded layer of black PVC type S2 in accordance with SANS 1411-2 and shall be applied to the minimum thickness specified in Table 19 of SANS 97.

## 4 **PACKING AND MARKING**

### 4.1 **Packing**

4.1.1 Cable shall be supplied on wooden cable drums complying with the requirements of SANS 97 that have a metal flanged spindle hole that is suitable for a spindle with a diameter of 80 mm.

4.1.2 The standard drum lengths for issuing of full drums shall be as specified in Table 1.

4.1.3 The cost of the cable drums shall be included in the unit rate for the particular cable item and shall not be separately priced. Credits for cable drums returned to the cable factory for reuse shall be detailed in the Pricing Schedule and shall be applied as set out in Part 5 of this Specification.

### 4.2 **Cable End Sealing**

4.2.1 Both cable ends of each drum length and all cut to order cable lengths shall be capped and sealed to preclude the ingress of moisture by means of a full lead wipe seal over the lead sheath and a heat shrink end cap (ie. Boot) applied over the wipe.

4.2.2 The end cap shall be of suitable length to cover the exposed sheath and armouring and to provide adequate cover of the end of outer-sheath once fully shrunk, and shall have an interior layer of hot-melt thermoplastic adhesive.

4.2.3 Any other proposals for cable end sealing shall be to the Engineer's approval.

4.2.4 The provision and fitting of cable pulling eyes shall not be required.

### 4.3 **Marking of Cable**

4.3.1 An identification tape continuously marked with the Manufacturer's name and "CITY OF CAPE TOWN TENDER NO 141G/2021/22" shall be laid up under the lead sheath. The intervals between successive markings shall not exceed 300 mm.

4.3.2 Cables shall be legibly marked, by means of embossing on the outer sheath in accordance with the requirements of SANS 97, with the manufacturer's name and / or trademark, the year of manufacture and the conductor material and size, in mm<sup>2</sup>, and on a separate line with "City of Cape Town Tender No. 141G/2021/22 6,35/11 kV SANS 97".

4.3.3 The cable length on all cables shall be clearly marked on the outer sheath at one metre intervals, numbered from the centre of the drum to the outside, by means of ink-jet printing or embossing. Length markings shall be in accordance with the requirements of NRS 013.

4.3.4 The cable shall bear the SABS mark (or approved equivalent), and the Tenderer shall detail the SABS Mark Permit Number on the Schedule of Technical Data, Schedule 15 Annexure A.

#### 4.4 **Marking of Cable Drums**

- 4.4.1 Each drum shall be marked in accordance with the requirements of SANS 97, and in addition, with the wording "CITY OF CAPE TOWN TENDER NO 141G/2021/22" together with the factory drum number and the City of Cape Town SAP Material numbers as detailed in Table 1.

### 5 **WAREHOUSING AND CUTTING SERVICE**

#### 5.1 **Introduction**

- 5.1.1 The successful Contractors shall provide a Warehousing and Cutting Service, facilities for which shall be established and fully operational for cable storage, cutting, redrumming, coiling, issuing and delivery within a period of ninety days (90 days) of the date of commencement of the contract or, if applicable, from the time of activation of the Standby Contract. (Refer to Section 36 of the Special Conditions of Contract (SCC)).
- 5.1.2 Orders for cable stock placed prior to the establishment of the Warehousing and Cutting Service shall be delivered and offloaded at the CCT's Stores.
- 5.1.3 After establishment of the Warehousing and Cutting Service it is intended that >90% of cable purchases will comprise cable issued directly to the Purchaser's installation contractors and staff at the Warehouse, and <10% of cable purchases will comprise cable delivered to CCT Stores, as detailed in Tables 2 & 3 below.

#### 5.2 **Warehouse Location**

- 5.2.1 It is a business and operational requirement that, given that the majority of cable is collected directly at the Warehouse by installation contractors and staff, the Warehouse must be:
- 5.2.1.1 Readily and easily accessible from main trunk routes, on main roads;
  - 5.2.1.2 In a location suitable for access by flatbed trucks;
  - 5.2.1.3 In a location zoned appropriately for the proposed purpose;
  - 5.2.1.4 In a location acceptably and cost-effectively accessible to staff and installation contractors carrying out projects throughout the Municipal Area of Supply but that are overwhelmingly located in the major centres of load density;
  - 5.2.1.5 In a location accessible by journeys of less than 1 hour from project sites within the major centres of load density.
- 5.2.2 In fulfilment of the above business and operational requirements it is a preferred requirement that the MV Cable Warehouse be centrally positioned within the Municipal area, in a location satisfying the above criteria. The City's industrial suburbs Epping, Montague Gardens, Milnerton, Airport Industria, Parow Industria and other industrial suburbs in their general vicinity are considered ideally suited to the location requirements for such a Warehouse operation.
- 5.2.3 Proposed or existing Warehouse locations situated away from the preferred central position outlined above will be considered, but will be subject to cost benefit analysis based upon the principles outlined above and with the intention of ensuring the ongoing cost effectiveness and fulfilment of the CCT's business and operational needs through the utilisation of such Warehouse.
- 5.2.4 Warehouse locations that as a result of distance from the CCT's centre of load density cannot support business and operational cost effectiveness will not be considered.
- 5.2.5 Tenderers shall complete Schedule 15E with full details of the existing or proposed Warehouse facilities offered in terms of their tender submission.

#### 5.3 **Warehouse Establishment**

- 5.3.1 Tenderers who do not currently have an established facility within the municipal area of the CCT that meets the criteria outlined above may submit tenders but are required to provide full and thorough details of their proposal with respect to fulfilment of the Warehousing and Cutting Service requirements. This shall include details of the Warehouse location upon which their tender is based, provision of any lease agreements or memoranda of intent, and details of the proposed Warehouse's compliance with the

above criteria.

- 5.3.2 Tender submissions where the Warehouse facility does not current exist or operate as a cable warehousing and cutting facility shall include a detailed Quality Plan, including Gantt Chart and organogram, laying out in full the intended process and timelines to establish and bring the Warehouse to full operating status following tender award, in full compliance with this specification, and noting the required timeline detailed in 5.1.1 above.
- 5.3.3 Tender submissions where the Warehouse facility does currently exist shall provide a detailed Quality Plan, including Gantt Chart and organogram, laying out in full the intended process and timelines to bring the existing Warehouse into full compliance with the specification and to full operating status, noting the required timeline detailed in 5.1.1 above.
- 5.3.4 All Tenderers shall in addition provide a detailed Quality Plan covering the intended process for day-to-day Warehouse operations in compliance with the requirements of this specification.

#### 5.4 **Warehouse Availability**

- 5.4.1 The Warehouse shall be available from 08h00 until 17h00 on working days (Monday to Friday) for the issue of cable to the Purchaser's staff and contractors, as required from time to time and documented in official purchase orders.
- 5.4.2 The Contractor shall furthermore deliver and offload cable to the Purchaser's Electricity Stores as required and detailed from time to time in official purchase orders.

#### 5.5 **Warehousing and Cutting Service Facilities and Equipment**

- 5.5.1 The Warehousing and Cutting Service facilities shall comprise the following:
- 5.5.1.1 A warehouse of suitable floor area for the storage of the minimum cable stock levels required in terms of this specification and the elevated peak stock as may be required from time to time, and for the cutting and issuing of cable to the Purchaser's staff and contractors. Floor space in the warehouse allocated to this contract shall be partitioned and separate from the balance of the Tenderer's facilities so that cable storage and handling can be conducted without influence or hindrance from any other activities conducted on the premises.
- 5.5.1.2 Suitable cranes, hysters and other lifting equipment and suitably trained and certified personnel to permit the safe moving and loading of full cable drums, redrummed cut to order cable lengths and undrummed cut to order cable lengths as specified and envisaged in terms of this specification.
- 5.5.1.3 Suitable equipment and facilities and trained personnel for measuring, cutting, lead wipe sealing and redrumming and / or coiling of specified lengths of cable for issuing within the specified time frames against orders received. This equipment shall include suitable cable winding machines.
- 5.5.1.4 Suitable crane trucks and trained personnel for delivery of full drums to the Purchaser's Stores and off-loading at those Stores.
- 5.5.1.5 Suitable administrative offices, equipment and personnel effectively to manage the receipt of orders, issuing of cable, control and security of the issuing process, management and maintenance of appropriate cable stock levels and maintenance of full and auditable documentation and records of the procurement process.
- 5.5.2 The Tenderer shall provide full details of the existing and proposed Warehousing and Cutting Service facilities, equipment and personnel in the Schedules, and shall detail the Warehouse address, details of ownership, and the date of availability, fully stocked for commencement of the Warehousing and Cutting Service.

#### 5.6 **Minimum Warehouse Stock Levels**

- 5.6.1 The Contractor shall ensure that minimum stock levels available at the onset of the Warehousing and Cutting Service are as detailed in Table 2.
- 5.6.2 Minimum stock levels equivalent to two months usage shall be maintained at the Warehouse for each cable item, as detailed in Table 2, and shall be at least one full drum for each cable type.

| Item No | Cable  | Anticipated Annual Usage (Approx) |                |                |                    | Minimum Stock Level (m) | Maximum Length of Coiled Cable (m) |
|---------|--|-----------------------------------|----------------|----------------|--------------------|-------------------------|------------------------------------|
|         |  | Total (m)                         | Full Drums (%) | Part Drums (%) | Coiled Lengths (%) |                         |                                    |
| 1       | 25 mm <sup>2</sup> 3-core 6,35/11 kV copper conductor cable.     | 1 500                             | 75             | 23             | 2                  | 600                     | 20                                 |
| 2       | 35 mm <sup>2</sup> 3-core 6,35/11 kV copper conductor cable.     | 300                               | 95             | 4              | 1                  | 0                       | 20                                 |
| 3       | 70 mm <sup>2</sup> 3-core 6,35/11 kV copper conductor cable.     | 1 000                             | 90             | 8              | 2                  | 300                     | 20                                 |
| 4       | 95 mm <sup>2</sup> 3-core 6,35/11 kV copper conductor cable.     | 1 500                             | 75             | 22             | 3                  | 600                     | 20                                 |
| 5       | 185 mm <sup>2</sup> 3-core 6,35/11 kV copper conductor cable.    | 2 500                             | 75             | 22             | 3                  | 600                     | 20                                 |
| 6       | 50 mm <sup>2</sup> 3-core 6,35/11 kV aluminium conductor cable.  | 3 500                             | 85             | 12             | 3                  | 900                     | 20                                 |
| 7       | 120 mm <sup>2</sup> 3-core 6,35/11 kV aluminium conductor cable. | 40 000                            | 85             | 13             | 2                  | 9 600                   | 20                                 |
| 8       | 300 mm <sup>2</sup> 3-core 6,35/11 kV aluminium conductor cable. | 45 000                            | 93             | 5              | 2                  | 8 400                   | 20                                 |

*Table 2: Anticipated Annual Usage, Proportions & Lengths and Minimum Warehouse Stock*

- 5.6.3 Minimum stock levels will be reviewed at monthly meetings between the Contractor and the Engineer and where adjustment is required due to assessed upcoming cable requirements or elevated or reduced average usage levels stock levels shall be amended on written notification by the Engineer. Such amendment shall be effected in the specified cable delivery period detailed on the Pricing Schedule.
- 5.6.4 The monthly contract meetings shall also review current Warehouse stock and usage levels and shall be a forum for discussion of other contract related issues.
- 5.6.5 The Warehouse stock will be reduced by mutual agreement towards the end of the contract period, and remaining stock of Purchaser specific cable will be purchased by the Purchaser for delivery to Stores.
- 5.6.6 Such purchases of remaining Warehouse stock shall exclude off-cuts and short lengths of such length that they cannot reasonably be utilised by the Purchaser. Such off-cuts and short lengths shall remain the property of the Contractor.
- 5.6.7 The Contractor shall provide written notice to the Purchaser of orders placed with the factory for manufacture of additional cable batches to supplement Warehouse stock and the planned completion dates of such manufacture, in order that arrangements may be made by the Purchaser for factory quality assurance inspections on these cable batches.
- 5.7 Cable Purchasing**
- 5.7.1 Cable drums or cut lengths shall be ordered through the issuing of official purchase orders per project or individual cable requirement by the Purchaser.
- 5.7.2 Such purchase orders shall detail the following:
- 5.7.2.1 The cable size(s) and length(s) required. Separate cut to order lengths of the same cable size will be separately itemised on the purchase order.
- 5.7.2.2 Whether the cable will be collected at the warehouse or, if delivery to Stores is required, the name and address of the Purchaser's Electricity Store concerned.
- 5.7.2.3 The planned collection / delivery date.
- 5.7.3 On receiving the official purchase order the Contractor shall immediately acknowledge receipt to the Purchaser's Official named on the order, and shall confirm the date of issue and/or delivery.

- 5.7.4 Official purchase orders will in general be issued by the Purchaser's Project Managers at an early stage in project planning in order to provide timeous notice of planned cable requirements and to assist in identifying occasional Warehouse stock requirements that may exceed contracted minimum stock levels. A consequence of the early planning of requirements is that planned collection dates will be approximate and these will be finalised and confirmed by the Purchaser's Project Manager once project scheduling is confirmed. Final confirmation of collection dates will be indicated via a signed Cable Warehouse Issue Document (Goods Receiver Form) issued with the specified notice period as detailed below.
- 5.8 Issuing of Cable at Warehouse**
- 5.8.1 Official purchase orders will be for full drums or cut lengths.
- 5.8.2 Cut to order cable lengths of greater than the maximum length for coiled cable specified in Table 2 shall be redrummed on cable drums appropriate to the minimum bending radius of the cable. A suitable cable winding machine shall be used for this purpose.
- 5.8.3 Cut to order lengths shorter than the maximum length for coiled cable indicated in Table 2 may be issued as coiled lengths for transport directly to site on suitable trucks, subject to confirmation by the Purchaser's Project Manager. Coils shall under no circumstances have a diameter of less than 150% of the test bending diameter specified in SANS 97 for the particular cable size.
- 5.8.4 Cable issued at the Warehouse shall be handled and loaded onto the Goods Receiver vehicle with suitable equipment and by appropriately trained personnel in such a way as to ensure that the cable incurs no damage of any sort, whether issued in full drums, part drums or as short cut to order coiled lengths.
- 5.8.5 Warehouse personnel shall be responsible for ensuring that cable loaded onto the Goods Receiver vehicle at the Warehouse is safely and appropriately secured onto the vehicle in a way that is suitable for transport on public roads.
- 5.8.6 Warehouse personnel shall not load cable onto the Goods Receiver vehicle at the Warehouse until they have satisfied themselves as to the suitability of the vehicle in respect of load area, load capacity and its general impression of roadworthiness. In the event of concerns in any of these regards the Warehouse Manager shall notify the Purchaser's Contract Manager and request resolution prior to issuing of the cable.
- 5.8.7 Full drums or redrummed and / or undrummed cut to order cable lengths for collection from the Warehouse will be ordered by the Purchaser a minimum of 48 hours in advance of the required collection date. The Purchaser's Project Manager will issue the official purchase order in advance and will subsequently issue the Cable Warehouse Issue Document (Goods Receiver Form) at longer than this specified minimum notice period in order to provide formal confirmation of the requirements date. The Contractor shall ensure that the required cable is available for collection after the specified period.
- 5.8.8 Full drums or redrummed and / or undrummed cut to order cable lengths for delivery from the Warehouse to the Purchaser's Stores will be ordered by the Purchaser a minimum of 72 hours in advance of the required delivery date. The Purchaser will issue the official purchase order with the equivalent minimum notice period. The Contractor shall ensure that the required cable is delivered to the specified Store within the specified period.
- 5.8.9 Cable ordered that is not delivered to Stores or cannot be collected at the Warehouse within the specified timeframes will be subject to penalties as laid out in the Special Conditions of Contract.
- 5.9 Cable Issue Procedures and Documentation**
- 5.9.1 The majority of requirements for cable in accordance with this contract will be for project work planned well in advance of the date of commencement on site, and the minority for unplanned or emergency work conducted with relatively short notice.
- 5.9.2 Official purchase orders for planned work will in general be issued by the Purchaser's Project manager a number of months in advance of the anticipated date, and will reflect an approximate date for the cable requirement.

- 5.9.3 Official purchase orders for unplanned work will be issued a short period in advance of the cable requirement date.
- 5.9.4 In both cases, the Purchaser's Project Manager for the particular cable installation project shall have issued a purchase order to the Contractor and subsequent to this will issue a Cable Warehouse Issue Document (Goods Receiver Form) to the Contractor identifying the following:
- 5.9.4.1 The project name, project number and internal work order number.
- 5.9.4.2 The cable purchase order number issued to the Contractor.
- 5.9.4.3 The quantity of cable of each type to be issued in terms of this Issue Document and the remaining quantity still to be issued against this purchase order, at a later stage.
- 5.9.4.4 The quantity of cable drums of each size being returned to the Contractor's Warehouse.
- 5.9.4.5 The Project Manager's name and contact details.
- 5.9.4.6 The cable installation contractor's name and vendor number, the full name and approved means of identification of the nominated Goods Receiver, and the vehicle make and registration number of the Goods Receiver vehicle to be used for the cable collection and transport.
- 5.9.4.7 The planned date of collection for the cable detailed on this Cable Warehouse Issue Document.
- 5.9.5 The Cable Warehouse Issue Document will be issued to the Contractor with at least the minimum notice detailed in Clause 5.8 above.
- 5.9.6 The Cable Warehouse Issue Document will be issued for a single consignment of cable only such as can safely be transported in a single journey of the Goods Receiver vehicle.
- 5.9.7 The Goods Receiver tasked with collecting the cable is required to be in possession of a copy of the official purchase order and the Cable Warehouse Issue Document (Goods Receiver Form), duly signed by the Purchaser's Project Manager, and shall be required by the Contractor to provide positive proof of identity prior to taking delivery of the cable.
- 5.9.8 The Goods Receiver is further required to provide a vehicle suitable for the collection and safe transportation of the required cable.
- 5.9.9 The Contractor shall ensure that the following requirements are fulfilled at the Warehouse as a prerequisite for cable issue:
- 5.9.9.1 To positively identify the Goods Receiver.
- 5.9.9.2 To verify that this is the person and vehicle identified on the Cable Warehouse Issue Document.
- 5.9.9.3 To check and confirm to the Contractor's satisfaction that the Goods Receiver vehicle is suitable for the safe transportation of the cable ordered, and to withhold cable issue and refer to the Purchaser's Contract Manager in the event of any shortcomings in this vehicle.
- 5.9.9.4 For cut to order cable lengths, to ensure that the redrummed cable and / or coiled length is labelled to the approval of the Engineer with the original drum number and other drum markings required in terms of this specification.
- 5.9.9.5 To have the Goods Receiver verify the length and cable size for each item on the Cable Warehouse Issue Document and sign in turn for receipt of each of the items.
- 5.9.9.6 To issue a picking slip to the Goods Receiver detailing the cable issued and to require the Goods Receiver to sign this slip and provide approved means of confirming his identity, and to keep a copy of this signed picking slip with the Contractor's good issue records.
- 5.9.9.7 To keep detailed documentation confirming the date of issue, the cable issued, the drum number and length, the name, form of identification and signature of the person in receipt of the cable, and the make, type and registration number of the Goods Receiver vehicle collecting the cable for each cable issue.

- 5.9.9.8 To maintain any other procedures and forms of security considered necessary to ensure that cable is only issued in accordance with the Purchaser's official Cable Warehouse Issue Document (Goods Receiver Form) and to the Goods Receiver identified in that document.
- 5.9.9.9 To maintain all project documentation and Goods Receiver information relating to each cable issue in a way that is fully compliant with the requirements of the Protection of Personal Information Act (POPIA), Act No 004 of 2013.
- 5.9.10 In the event of any dispute regarding the quantities, dates, Goods Receiver or any other details regarding cable issued from the Warehouse, the Contractor shall be responsible for presentation of full documentation as detailed above in order to verify the cable issue.
- 5.10 Cable Deliveries**
- 5.10.1 Orders for cable stock placed prior to the establishment and commencement of the Warehousing and Cutting Service shall be for direct delivery and off-loading at the Purchaser's Stores as specified on the official order, and shall not carry additional delivery charges.
- 5.10.2 Deliveries of full drums directly to Stores prior to commencement of the Warehousing and Cutting Service shall be made within 12 weeks of placement of orders.
- 5.10.3 Orders for delivery of cable to the Purchaser's Electricity Stores that are placed after commencement of the Warehousing and Cutting Service shall be for delivery and off-loading from Warehouse stock to the Store concerned, as identified in the official order. No additional delivery charges shall be applicable, ie. delivery charges are be priced into the tendered unit rate. The anticipated approximate annual order requirements for delivery to Stores (with the Warehouse fully operational) are detailed in Table 3 below. These orders shall be delivered within the delivery periods specified in Section 5.8.8 above.
- 5.10.4 It is to be noted that after commencement of full Warehousing and Cutting Service operations these deliveries to the Purchasers Electricity Stores for stock are expected to be occasional requirements only as the majority of cable will be collected at the Warehouse by installation contractors and staff, as outlined herein.
- 5.10.5 The Purchaser Stores that will require delivery and off-loading of cable from the Warehouse are detailed in Table 3.

| <b>Store Name</b>               | <b>Address</b>  | <b>Approx Annual Requirements (m)</b> |
|---------------------------------|---|---------------------------------------|
| Ndabeni Electricity Store       | Ndabeni Electricity Complex, 13 Melck Street, Ndabeni                             | 1800                                  |
| Wynberg Electricity Store       | Wynberg Electricity Depot, Rosmead Ave, opposite Broad Road, Wynberg              | 900                                   |
| Atlantis Electricity Store      | Atlantis Depot, cnr Neil Hare and Tom Henshilwood Roads, Atlantis Industrial Area | 900                                   |
| Bloemhof Electricity Store      | Bloemhof Electricity Depot, Off Bloemhof Road, Oakdale, Bellville                 | 1800                                  |
| Brackenfell Electricity Store   | Brackenfell Electricity Depot, Kruisfontein Road, Brackenfell                     | 900                                   |
| Somerset West Electricity Store | Somerset West Depot, Spyker Road, Somerset West                                   | 900                                   |

*Table 3: Purchaser Stores for Delivery and Off Loading of Cable*

**5.11 Cable Invoicing**

- 5.11.1 The Contractor shall invoice the cable issued (and any delivery charges due for delivery to the Purchaser's Stores, where applicable) immediately upon completion of the loading and dispatch of the cable detailed in each Cable Warehouse Issue Document.
- 5.11.2 The Contractor shall submit the invoice to the Purchaser's Accounts Payable Registry and issue a copy

to the Purchaser's Project Manager together with a copy of the picking slip issued by the Contractor and signed by the Goods Receiver.

- 5.11.3 The Purchaser's Project Manager will be required to issue a Goods Receipt notification immediately upon receipt of the invoice and signed picking slip, so as to ensure that the goods receipting and payment is done at the correct price ruling during the month of issue of the cable.
- 5.11.4 Cable ordered and delivered to the Purchaser's Stores will be goods receipted by the Storekeeper immediately after delivery and the Contractor shall submit the invoice to the Purchaser's Accounts Payable Registry following the delivery.
- 5.11.5 Contractor's invoices are to be priced at the unit rates ruling on the date of issue from the Warehouse, or the date of delivery to the Stores in respect of the period prior to the establishment and commencement of the Warehousing and Cutting Service, as laid out in Schedule 8.
- 5.12 Cable Drums**
- 5.12.1 Cable drums issued from the Warehouse will be returned to the Warehouse by the Purchaser's cable contractor for use by the Warehouse Contractor in issuing of subsequent cut to order and redrummed cable lengths.
- 5.12.2 Returned cable drums shall remain the property of the Purchaser.
- 5.12.3 In the event that stock of returned cable drums exceeds the expected requirement for drums for redrumming the contractor shall return the drums to the cable factory for use for new cable.
- 5.12.4 The Contractor shall provide a credit per cable drum returned to the factory calculated at the rate indicated in the Pricing Schedule. The Purchaser will indicate the particular purchase order number that this credit is to be credited against, and the Contractor shall issue a credit note to the Purchaser's Accounts Payable Registry, indicating the relevant purchase order number and full details of the quantity of drums of each size being credited and the value per drum.
- 5.12.5 Drums that have suffered wear and tear to the extent that they are no longer fit for purpose shall be formally assessed by the Contractor and reported to the Purchaser, and may be scrapped by the Contractor once formal approval has been issued by the Engineer.

## **6 PARTICULARS OF CABLE, WAREHOUSE, MANUFACTURER AND TENDERER**

- 6.1 For operational reasons the contract shall be awarded to a single Contractor, with a single Warehouse, for all items. Tenderers shall tender for all items.
- 6.2 Tenderers shall clearly identify the manufacturer of the cable offered for each item and shall tender for a single manufacturer only. The Tenderer is required to commit to the single manufacturer for the duration of the contract and is to provide the required technical data sheets and particulars as specified that are specific to that manufacturer.
- 6.3 The cable manufacturer shall have a proven track record in the manufacture of medium voltage paper insulated underground cable complying with SANS 97 and shall have undertaken the ongoing manufacture, testing and delivery of cable complying with this specification and in similar volumes over at least the past five years.
- 6.4 The cable manufacturer shall have adequate manufacturing plant, facilities and capacity to manufacture, test and deliver the anticipated cable volumes properly and expeditiously within the time period specified.
- 6.5 The Tenderer shall have a proven track record of a minimum of 5 years in the provision of cable warehousing and cutting services and shall have similar Warehouse and Cutting facilities undertaking the storage, handling, cutting, redrumming, issuing and delivering of stored cable to Utilities or other companies using equivalent cable in similar volumes to those envisaged in terms of this specification.
- 6.6 The Engineer shall be allowed access, at all reasonable times during the period in which tenders remain open for acceptance, to the works of the Tenderer or the manufacturer represented by the Tenderer, as the case may be, for the purpose of ascertaining his ability to satisfactorily perform the specified work.

- 6.7 Tenderers shall submit with their tenders sufficient documentation detailing the experience and qualifications of the Tenderer and manufacturer, the cable offered and the facilities to be used for manufacturing and warehousing in order to allow the merits of the tender submission to be assessed. Documentation shall include the following:
- 6.7.1 A manufacturer's communication giving full particulars and technical details of the cable offered and including the manufacturer's detailed technical data sheets.
- 6.7.2 Full and thorough details of the manufacturer's experience with and facilities for such manufacture. Schedule 15 B shall be completed in full detailing the manufacturer's current and recent contracts for equivalent cables, and providing full details of the manufacturing facilities and capacity. Tenderers offering cable manufactured by manufacturers without appropriate experience and facilities will not be considered.
- 6.7.3 If the Tenderer is different from the manufacturer, a formal agreement between the Tenderer and the manufacturer shall be submitted (Letter of Authorisation) with the tender confirming the Tenderer as the manufacturer's authorised representative and supplier of the specified cables for the duration of the contract.
- 6.7.4 Full and thorough details of the relevant experience and facilities of the Tenderer. Tenderers shall complete Schedule 15 C, 15 D & 15 E in full in this regard.
- 6.7.5 Full and thorough details of the Tenderer's experience and track record in the provision of cable warehousing and cutting services. This shall be detailed in Schedule 15 D and by means of supporting documentation. A reference list shall be provided detailing existing and previous Warehousing and Cutting services provided.
- 6.7.6 Full and thorough details of the tendered Warehouse Facilities, Plant and Equipment, detailed in Schedule 15 E and 15 F and further supporting documentation as required to demonstrate that there is a suitable existing or planned Warehouse and suitable plant, equipment and resources available that will be allocated to this contract to handle, cut, redrum, issue and deliver the cable properly and expeditiously within the time periods specified. Tenderers who do not currently have an established Warehouse meeting the requirements of this specification shall provide details of their proposals in this regard, as laid out in Section 5.1, 5.2 & 5.3 above.
- 6.7.7 A factory Quality Assurance Plan detailing the overview of the programme of quality control and inspection activities which will be performed during manufacture in order to ensure that on completion the cable complies with the requirements of the specification. A company organogram detailing the position of the Quality Assurance Department shall also be submitted.
- 6.7.8 A warehouse Quality Assurance Plan detailing the overview of the quality control practices, procedures and inspection activities which will be in place at the cable Warehouse in order to ensure that the cable stock control and management and the cable storage, cutting, redrumming, coiling, issuing and delivery process complies with the requirements of the specification.
- 6.7.9 Company organograms for both the Tenderer / Warehouse Operator and the Manufacturer shall also be submitted, detailing the personnel posts involved and the responsibility for the quality assurance process.
- 6.7.10 Warehouse Establishment Quality Plans as outlined in Section 5.3 above, detailing the establishment and operations of the Warehouse and Cutting Service.
- 6.8 The Tenderer shall append additional pages as required to fully document the information required in terms of this specification and shall list the appended documents in Schedule 14.
- 6.9 All cable and facilities shall comply with the requirements of the Specification. Any departures from the requirements of this Specification or non-compliance shall be stated by the Tenderer clause-by-clause in the returnable schedules and may be accepted at the Engineer's discretion. Undisclosed non-compliance with requirements of the Specification by the successful Tenderer shall result in the Tenderer being bound to the requirements of the Specification.
- 6.10 No departure shall be implemented without the prior approval of the Engineer.

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

## 7 **QUALITY SYSTEM**

- 7.1 The Manufacturer's quality assurance system shall be approved in terms of SANS 9001 or an alternative equivalent quality assurance system to the approval of the Engineer. A copy of the registration certificate applicable for each item of the specification shall be appended to Schedule 13 and accreditation details shall be included in Schedule 15 Annexure A.
- 7.2 If the Warehouse facilities have been certified in accordance with SANS 9001 or an alternative equivalent quality assurance system such accreditation details shall be included in Schedule 13 Annexure A and a copy of the registration certificate submitted with the tender, appended to Schedule 13.

## 8 **INSPECTION AND TESTS**

### 8.1 **Type Tests**

- 8.1.1 The cables shall have been type tested in accordance with the requirements of SANS 97.
- 8.1.2 The tests shall have been conducted by a testing laboratory accredited by a national accreditation body that is a member of the International Laboratory Accreditation Cooperation.
- 8.1.3 The Tenderer shall submit with his tender a Schedule of Type Tests detailing all completed type tests applicable to the cable as specified. The schedule shall detail the full description of the cable tested, the test authority, the type test certificate numbers, the applicable standard and the specific tests covered by the certificate.
- 8.1.4 The Tenderer shall submit copies of the cover sheets, the tested cable detail pages and the results summaries for the type test certificates detailed in the Schedule of Type Tests.
- 8.1.5 Tenderers shall not submit the full type test certificates but only the relevant pages detailed above. The full type test certificates shall be made available to the Engineer for review on request.
- 8.1.6 Only identical cable to that successfully type tested will be acceptable. Non-applicable type test certificates should not be submitted.
- 8.1.7 Manufacturers that carry the SABS Mark to the specified standards for the cables offered need not provide the Schedule of Type Tests or type test certificates for the cables that carry the SABS Mark, provided that the SABS Mark Permit certification is current and is submitted with the tender.

### 8.2 **Inspections and Routine Tests**

- 8.2.1 During manufacture and prior to despatch to the Contractor's Warehouse or the Purchaser's Stores the cable may be inspected by the Engineer or his duly appointed representative who will call for such tests as he may consider necessary. To this end, the Engineer or his representative shall, during normal working hours, be given all reasonable access to and facilities for the carrying out of his duties and shall have the right of entry into the factory of the manufacturer and the factory of any sub-contractor to the manufacturer where work in accordance with this specification may be in progress.
- 8.2.2 Routine tests and sample tests specified in SANS 97 and SANS 1411 and such further tests as the Engineer may deem necessary shall be carried out on all cable. A "Functional" bending test shall be conducted on a sample of the cable of each type and each batch.
- 8.2.3 Routine and sample tests shall be witnessed by the Engineer or his duly appointed representative unless specifically waived by the Engineer.
- 8.2.4 The Contractor shall notify the Engineer at least two weeks in advance of the proposed dates for routine factory testing.
- 8.2.5 The Engineer will issue an acceptance certificate to the Contractor after satisfactory completion of all

routine and sample tests, completion of any inspections and after receipt of full certification of the factory routine tests, sample tests and any further tests called for. No cable consignments shall be despatched from the factory for delivery to the Contractor's Warehouse or the Purchaser's Stores without a Release Certificate duly signed by the Engineer.

## **9 QUANTITIES**

The anticipated annual quantities required are as detailed in Table 2 above. However, actual usage levels are subject to a number of factors beyond the control of the Purchaser and it must be clearly understood that the Council will order only those quantities that are actually required from time to time and in fact may not order any quantity at all depending on available funds and changing circumstances.

## **10 PENALTIES – DRUMS WITH CABLE LENGTHS SHORTER THAN SPECIFIED**

In the event that the cable length on any full drum delivered to the City of Cape Town Stores, any drum issued at the Warehouse as a full drum, or any drum length issued at the Warehouse as cut to a specified length, is shorter than the specified length the City reserves the right to reject such drum of cable or cut length and have it replaced with a drum of cable of the specified length. If delivery of the short cable length drum is accepted by the City this will only be accepted subject to the imposition of a prescribed discount per metre on the cable actually delivered on that drum, as detailed in the Special Conditions of Contract.

## **11 CONTRACT AWARD**

### **11.1 Main and Standby Contractors**

11.1.1 The CCT intends to appoint two tenderers for all items and services (the highest ranked tenderer ("the Main Contractor") and in addition a "Standby Contractor", where possible offering goods from an alternative manufacturer) for the allocation of work. If insufficient responsive bids are received, the CCT reserves the right to appoint fewer tenderers, or not to appoint any tenderers at all.

11.1.2 Purchase Orders will in the first instance be placed by the CCT with the Main Contractor.

11.1.3 Should the Main Contractor not be able to meet the contractual commitments relating to a particular order or orders, either in terms of delivery performance or of compliance with the requirements of the specification, the Contractor shall advise the CCT within 5 working days of receipt of the order(s). The purchase order(s) will thereafter be cancelled and orders placed with the Standby Contractor for delivery of cable in full drums to the CCT's Stores.

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

11.1.5 During the course of any such Default process the CCT reserves the right to place orders (for delivery of cable to the CCT's Stores) with the Standby Contractor instead of the Main Contractor and shall retain this right until such time as the Main Contractor has either corrected the non-compliance with the contractual commitments or has provided a proposal to correct the non-compliance with the contractual commitments that is to the satisfaction of the CCT.

11.1.6 In the event that the Main Contractor is formally placed in Default in terms of the contract the contract shall be placed with the Standby Contractor for the balance of the contract period, who will be required to commence full Warehousing operations as envisaged by this Specification and in the timeframes provided for.

### **11.2 Continuity of Equipment and Suppliers / Manufacturers**

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

## 12 HEALTH AND SAFETY PLAN

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

## 13 TRADE NAMES OR PROPRIETARY PRODUCTS

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

**All descriptions or clauses where trade names or proprietary products are specified herein, are deemed to include the phrase "or equivalent."**

## 14 EMPLOYMENT OF SECURITY PERSONNEL

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

## 15 FORMS FOR CONTRACT ADMINISTRATION

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

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

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

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

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

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

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

**(14.1) MONTHLY PROJECT LABOUR REPORT (EXAMPLE)****ANNEX 1****CITY OF CAPE TOWN  
MONTHLY PROJECT LABOUR REPORT**

CITY OF CAPE TOWN  
ISIXEKO SASEKAPA  
STAD KAAPSTAD

**Instructions for completing and submitting forms**General

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

Project Details

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

Beneficiary Details and Work Information

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

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

Submission of Forms

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

**PROJECT DETAILS**

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

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

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

ANNEX 1 (continued)

**MONTHLY PROJECT LABOUR REPORT**



**BENEFICIARY DETAILS AND WORK INFORMATION**

|  |
|--|
| <b>CONTRACT OR WORKS PROJECT NUMBER:</b> |
|--|

|             |              |
|-------------|--------------|
| <b>Year</b> | <b>Month</b> |
|             |              |

|              |    |  |
|--------------|----|--|
| <b>Sheet</b> |    |  |
| 1            | of |  |

| No. | (8)<br>First name | (8)<br>Surname | (8)<br>ID number | (9)<br>New Beneficiary (Y/N) | Gender (M/F) | Disabled (Y/N) | (10)<br>Job seeker database (Y/N) | Contract start date (DDMMYY) | (11)<br>Contract end date (DDMMYY) | (12)<br>No. days worked this month (excl. training) | (13)<br>Training days | (14)<br>Rate of pay per day (R - c) |
|-----|-------------------|----------------|------------------|------------------------------|--------------|----------------|-----------------------------------|------------------------------|------------------------------------|---|-----------------------|-------------------------------------|
| 1   |                   |                |                  |                              |              |                |                                   |                              |                                    |   |                       |                                     |
| 2   |                   |                |                  |                              |              |                |                                   |                              |                                    |   |                       |                                     |
| 3   |                   |                |                  |                              |              |                |                                   |                              |                                    |   |                       |                                     |
| 4   |                   |                |                  |                              |              |                |                                   |                              |                                    |   |                       |                                     |
| 5   |                   |                |                  |                              |              |                |                                   |                              |                                    |   |                       |                                     |
| 6   |                   |                |                  |                              |              |                |                                   |                              |                                    |   |                       |                                     |
| 7   |                   |                |                  |                              |              |                |                                   |                              |                                    |   |                       |                                     |
| 8   |                   |                |                  |                              |              |                |                                   |                              |                                    |   |                       |                                     |
| 9   |                   |                |                  |                              |              |                |                                   |                              |                                    |   |                       |                                     |
| 10  |                   |                |                  |                              |              |                |                                   |                              |                                    |   |                       |                                     |
| 11  |                   |                |                  |                              |              |                |                                   |                              |                                    |   |                       |                                     |
| 12  |                   |                |                  |                              |              |                |                                   |                              |                                    |   |                       |                                     |
| 13  |                   |                |                  |                              |              |                |                                   |                              |                                    |   |                       |                                     |
| 14  |                   |                |                  |                              |              |                |                                   |                              |                                    |   |                       |                                     |
| 15  |                   |                |                  |                              |              |                |                                   |                              |                                    |   |                       |                                     |
| 16  |                   |                |                  |                              |              |                |                                   |                              |                                    |   |                       |                                     |
| 17  |                   |                |                  |                              |              |                |                                   |                              |                                    |   |                       |                                     |
| 18  |                   |                |                  |                              |              |                |                                   |                              |                                    |   |                       |                                     |
| 19  |                   |                |                  |                              |              |                |                                   |                              |                                    |   |                       |                                     |
| 20  |                   |                |                  |                              |              |                |                                   |                              |                                    |   |                       |                                     |
|     |                   |                |                  |                              |              |                |                                   |                              |                                    | 0   | 0 R                   | -                                   |

|   |             |  |                  |  |
|---|-------------|--|------------------|--|
| <b>Declared by Contractor or Vendor to be true and correct:</b> | <b>Name</b> |  | <b>Signature</b> |  |
|   | <b>Date</b> |  |                  |  |

|   |             |  |                  |  |
|---|-------------|--|------------------|--|
| <b>Received by Employer's Agent / Representative:</b> | <b>Name</b> |  | <b>Signature</b> |  |
|   | <b>Date</b> |  |                  |  |

**(14.2) BBEE SUB-CONTRACT EXPENDITURE REPORT (PRO FORMA)**

TENDER NO. AND DESCRIPTION: .....

SUPPLIER: .....

**B-BBEE SUB-CONTRACT EXPENDITURE REPORT**

Rand Value of the contract (as defined in Schedule 4: Preference Schedule) (P\*) R

B-BBEE Status Level of Prime Supplier

| Name of Sub-contractor (list all) | B-BBEE Status Level of supplier <sup>1</sup> | Total value of Sub-contract (excl. VAT) <sup>1</sup> | Value of Sub-contract work to date (excl. VAT) <sup>1</sup> | Value of Sub-contract work to Sub-contractors with a lower B-BBEE Status Level than supplier |
|-----------------------------------|--|--|---|--|
| Sub-contractor A                  |  | R  | R   | R  |
| Sub-contractor B                  |  | R  | R   | R  |
| Sub-contractor C                  |  | R  | R   | R  |
|                                   |  |  |   |  |
|                                   |  |  |   |  |

<sup>1</sup>Documentary evidence to be provided

Total: R  
Expressed as a percentage of P\* %

**Signatures**

Declared by supplier to be true and correct: .....

Date: .....

Verified by CCT Project Manager: .....

Date: .....

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

TENDER NO. AND DESCRIPTION: .....

SUPPLIER: .....

**PARTNERSHIP/ JOINT VENTURE (JV)/ CONSORTIUM EXPENDITURE REPORT**

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

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

<sup>1</sup>Documentary evidence to be provided**Signatures**Declared by supplier  
to be true and correct: \_\_\_\_\_

Date: .....

Verified by CCT  
Project Manager: .....

Date: .....