

CONTRACT NO.: TENDER 195S/2020/21

CONTRACT TITLE: REPAIR, REPLACE AND MAINTENANCE OF PIPELINE INSPECTION EQUIPMENT FOR THE CITY OF CAPE TOWN

GOODS AND SERVICES CONTRACT DOCUMENT	 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
CONTRACT NO.: TENDER 195S/2020/21 CONTRACT TITLE: REPAIR, REPLACE AND MAINTENANCE OF PIPELINE INSPECTION EQUIPMENT FOR THE CITY OF CAPE TOWN concluded between CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY OCTOPUS ELECTRONICS (PTY) LTD REGISTRATION NO. [REDACTED] (the "SUPPLIER") and THE CITY OF CAPE TOWN (the "PURCHASER")	
Contract Period:	From date of commencement until 31 December 2026

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CONTRACT NO.: TENDER 195S/2020/21

CONTRACT TITLE: REPAIR, REPLACE AND MAINTENANCE OF PIPELINE INSPECTION EQUIPMENT FOR THE CITY OF CAPE TOWN

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PREAMBLE

WHEREAS line with resolution **SCMB 24/06/21 dated 09 June 2020**, the Purchaser awarded Tender 195S/2020/21 for the Repair, Replace and Maintenance of Pipeline Inspection Equipment for the City of Cape Town, to the Supplier, from date of commencement until 31 December 2026;

AND WHEREAS it is recorded that this Contract will be governed by the General Conditions of Contract of the **National Treasury General Conditions of Contract (revised July 2010)** ("**GCC**"), read with the Special Conditions of Contract ("**SCC**") as set out in the Contract.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. PARTIES

The Parties to this Contract are:

- 1.1. **The City of Cape Town**, a metropolitan municipality, established in terms of the Local Government: Municipal Structures Act. 117 of 1998 read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, as amended ("**the Purchaser**"), herein represented by the **City Manager or his nominee** and duly authorised hereto;
- 1.2. **Octopus Electronics (Pty) Ltd**, a private company registered in terms of the laws of the Republic of South Africa with registration no: [REDACTED], with its principal place of business situated at [REDACTED] (the "**Supplier**"), herein represented by its duly authorised representative, [REDACTED] his capacity as Company Representative;

each a "**Party**" and together the "**Parties**".

2. INTERPRETATION

- 2.1. In the event of any conflict between the provisions of this Contract, the GCC and any Annexure attached hereto, or any other document incorporated by reference to this Contract, save to the extent expressly stated to the contrary, such conflict will be resolved by giving precedence to such different parts of this Contract in the following order of precedence:
 - 2.1.1. first, Form of Offer and Acceptance
 - 2.1.2. second, the terms and conditions of the SCC;
 - 2.1.3. third, the terms and conditions of the GCC, Part 5: Specifications and Part 4: Price Schedule;
 - 2.1.4. fourth, Parts and schedules to this Contract; and
 - 2.1.5. fifth, any other documents incorporated by reference.
- 2.2. If any ambiguity or discrepancy is found in the documents, the Purchaser shall issue any necessary clarification or instruction.
- 2.3. The provisions of this Contract supersede and replace the provisions of any previous agreement entered into between the Parties relating to the same subject matter.

3. APPOINTMENT AND DURATION

- 3.1. The Purchaser hereby appoints the Supplier to perform the Scope of Work to the Employer from the Commencement Date.
- 3.2. Unless terminated earlier in accordance with the provisions as set out in the GCC or any other provision in terms of this Contract, this Contract shall commence on the date of commencement until 31 December 2026.

4. MUTUAL GOOD FAITH / CO-OPERATION

- 4.1. The Parties represent and undertake to do all such things, perform all such acts and take all steps to procure the doing of all such things and the performance of all such acts, as may be necessary or incidental to give effect to the execution of this Contract.
- 4.2. The Parties shall at all times during the continuance of this Contract observe the principles of good faith towards one another in the performance of their obligations in terms of this Contract.

5. OBLIGATIONS OF THE EMPLOYER

- 5.1. The Purchaser undertakes to perform its obligations in accordance with the Contract, including but not limited to the Scope of Work (Part 5: Specifications), subject to the satisfactory fulfilment of the obligations by the Supplier as set out in this Contract.
- 5.2. The Purchaser shall monitor and evaluate the Supplier's performance in respect of the Scope of Work (Part 5: Specifications).

6. OBLIGATIONS OF THE SUPPLIER

- 6.1. The Supplier hereby agrees and undertakes to perform the Services to the Employer as set out in Part 5: Specifications.
- 6.2. The Supplier will perform the Works as expeditiously as possible and furthermore agrees and undertakes to perform the services in accordance with the operational requirements of the Employer.
- 6.3. The Supplier shall, ensure that its employees, agents, representatives, sub-contractors and suppliers comply with this Contract and all applicable Laws in the execution of the goods and/or Services.
- 6.4. The Supplier will not conduct any activity of whatsoever nature which may be detrimental to the Purchaser's reputation and goodwill.

7. PRICING DATA

- 7.1. The Contract Price for the Works shall be as set out in Part 4: Price Schedule.
- 7.2. The Supplier shall not be entitled to any other consideration for the rendering of the Goods and/or Services other than as provided for in this Contract.

 
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PART 1 : AGREEMENTS

PART 1.1 FORM OF OFFER AND ACCEPTANCE

(4) FORM OF OFFER AND ACCEPTANCE

TENDER 1955/2020/21: REPAIR, REPLACE AND MAINTENANCE OF PIPELINE INSPECTION EQUIPMENT FOR CITY OF CAPE TOWN

OFFER: (TO BE FILLED IN BY TENDERER):

Required Details (Please provide applicable details in full):

Name of Tendering Entity (the tenderer)	Octopus Electronics (PTY) Ltd
Trading as (if different from above)	

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


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

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 OCT;
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 OCT 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 terms of the Contract.



Print name(s):
On behalf of the tenderer (duly authorised)
03/12/2020
Date

INITIALS OF CITY OFFICIALS		
1	2	3

Handwritten signatures and initials:
SW
MFW

ACCEPTANCE

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:

- Clause 1 to 7, and the sub-clauses, cited in pages 2 to 4 above;
- Part 1: Agreements
- Part 2: Special Conditions of Contract
- Part 3: General Conditions of Contract
- Part 4: Price Schedule
- Part 5: Specifications
- Part 6: Supporting Schedules
- Part 7: Occupational Health and Safety Agreement

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 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.

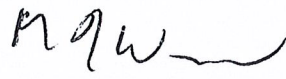
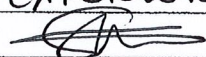
The Parties	Employer	Supplier
Business Name	City of Cape Town	Octopus Electronics(PTY)LTD
Business Registration	Not Applicable	
Tax number (VAT)	4500193497	
Physical Address	Civic Centre 12 Hertzog Boulevard Cape Town 8000	



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CONTRACT NO.: TENDER 1955/2020/21

CONTRACT TITLE: REPAIR, REPLACE AND MAINTENANCE OF PIPELINE INSPECTION EQUIPMENT FOR THE CITY OF CAPE TOWN

Accepted contract sum including tax	R16 031 968.00	
Accepted contract duration	For a contract period which will commence from date of commencement and terminate on 31 December 2026	
Signed - who by signature hereto warrants authority		
Name of signatory		Michael John Webster
Signed: Date	21 st November 2022	2022-11-29
Signed: Location	8 th a	CAPETOWN
Signed: Witness		
Name of Witness		SINETEMBA NKUKHATA


M.J.W. S.W.

SCHEDULE OF DEVIATIONS

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 **NONE**

Details **NONE**

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

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

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PART 2: 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 Herzog 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.

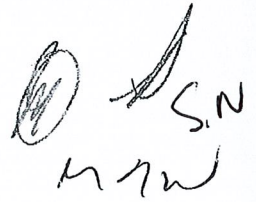
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- 5.7 Confidentiality
Both parties shall keep all information obtained by them in the context of the contract confidential and shall not divulge it without the written approval of the other party.
- 5.8 Intellectual Property
- 5.8.1 The supplier acknowledges 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 in its entirety and replace with the following:

Not Applicable

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8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

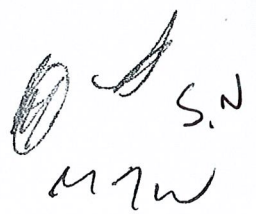
- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The time for delivery of the goods shall be the date as stated on the order. Orders for the supply and delivery of goods may be raised up until the expiry of a framework agreement bid, provided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

11. Insurance

Add the following after clause 11.1:

- 11.2 Without limiting the obligations of the supplier in terms of this contract, the supplier shall effect and maintain the following additional insurances:
- a) Public liability insurances, in the name of the supplier, covering the supplier and the purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **R20 million** for any single claim;
 - b) Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;
 - c) Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the bidder's broker or the insurance company itself (see **Proof of Insurance / Insurance Broker's Warranty** section in document for a pro forma version).
 - d) Professional indemnity insurance providing cover in an amount of not less than R5 million in respect of each and every claim during the contract period.

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


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- 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.

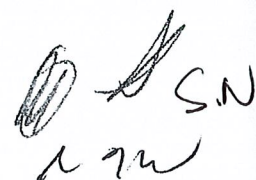
The CCT is not liable for payment of any invoice that pre-dates the date of delivery of the goods.

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

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

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

17.4 The prices for the goods delivered and services performed shall be subject to contract price adjustment as stipulated in schedule 8: Contract Price Adjustment .

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

17.5.1 Adjustment for variations in rates of exchange:

- (a) The value in foreign currency inserted in column (A) shall be subject to clause (h) below when recalculating the Rand value.
- (b) The rate of exchange inserted in column (B) shall be the closing spot selling rate quoted by Council's main banker, NEDBANK, on the Base Date, rounded to the second decimal place, subject to sub-paragraph (c) below.
- (c) If the rate of exchange inserted by the Tenderer differs from the NEDBANK rate referred to above, then the NEDBANK rate shall apply and the Rand value in columns (C) and (F) shall be recalculated accordingly, without altering the price in the Price Schedule for the relevant items.
- (d) If a tender from a supplier or sub-contractor provides for variations in rates of exchange, the Supplier may **only** claim for variations in rates of exchange if he binds the supplier or sub-contractor to the same provision to take out forward cover as described in sub-paragraph (e) below.
- (e) The Supplier (or sub-contractor) shall within five working days from the date of placing a firm order on an overseas supplier, cover or recover forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported Plant and Materials inserted by the Tenderer on the scheduled titled "**Price Basis for Imported Resources**".
- (f) When the Supplier (or sub-contractor) so obtains forward cover, the Supplier shall immediately notify the CCT of the rate obtained and furnish the CCT with a copy of the foreign exchange contract note.
- (g) Based on the evidence provided in sub-paragraph (f) above, the value in Rand inserted in column (C) of on the schedule titled "**Price Basis for Imported Resources**" shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in this clause shall be adjusted accordingly,

subject to sub-paragraph (h) below.

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

17.5.2 Adjustment for variations in customs surcharge and customs duty

- (a) Any increase or decrease in the Rand value between the amounts of Customs Surcharge and Customs Duty inserted in on the schedule titled "**Price Basis for Imported Resources**" and those amounts actually paid to the Customs and Excise Authorities, which are due to changes in the percentage rates applicable or to the foreign exchange rate used by the authorities, shall be adjusted accordingly.
- (b) The Tenderer shall state the Customs Duty Tariff Reference applicable to each item and the Supplier shall advise the CCT's Agent of any changes which occur.

17.5.3 Adjustment for variation in labour and material Costs

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

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

18. Contract Amendments

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

18. Contract Amendments and Variations

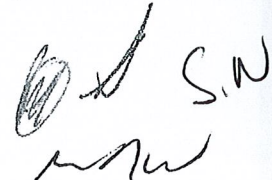
Add the following to clause 18.1:

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

20. Subcontracts

Add the following after clause 20.1:

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

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and the subcontractor, or a responsibility or liability on the part of the CCT to the subcontractor and shall not relive the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

Delete clause 22.1 and replace with the following:

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

The penalty for this contract shall be **[3% of the cost of service per day for failure to respond for on-site assessment of maintenance matters within 5 days, the penalty will initiate on the 6th day after issuing the Purchase Order]**

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

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

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



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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

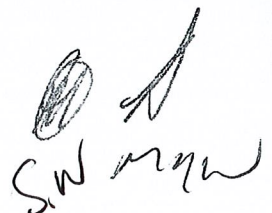
Delete clause 26.1 and replace with the following:

- 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

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with or arising out of the contract, the parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.

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

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

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

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

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

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

28. Limitation of Liability

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

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

Add the following after clause 28.1:

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

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

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



of the purchaser.

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

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

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

32. Taxes and Duties

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

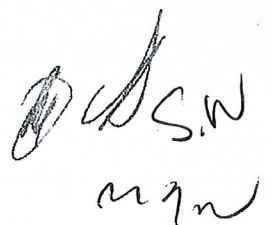
In this regard, it is the responsibility of the supplier to submit documentary evidence in the form of a valid Tax Clearance Certificate issued by SARS to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12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

Add the following after clause 32.3:

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

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:


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35. Reporting Obligations.

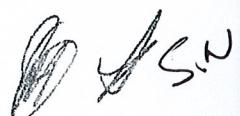
- 35.1 The supplier shall complete, sign and submit with each delivery note, all the documents as required in the Specifications. Any failure in this regard may result in a delay in the processing of any payments.

36. Periodic review

- 35.1 This Agreement is valid from the commencement date outlined herein and is valid until further notice. This Agreement shall be reviewed once every three years; however, in lieu of a review during any period specified, the current Agreement will remain in effect. The purchaser reserves the right to reduce or increase the scope of works according to the dictates of the budget, to terminate this contract, and/or to review and terminate this contract as is contemplated in Section 116(1)(b)(iii) of the Local Government: Municipal Finance Management Act 56 of 2003, without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this regard. The supplier shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, payment for good delivered.

37. Performance Monitoring

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

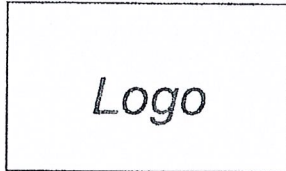

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CONTRACT NO.: TENDER 195S/2020/21

CONTRACT TITLE: REPAIR, REPLACE AND MAINTENANCE OF PIPELINE INSPECTION EQUIPMENT FOR THE CITY OF CAPE TOWN

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.: 195S/2020/21

TENDER DESCRIPTION: REPAIR, REPLACE AND MAINTENANCE OF PIPELINE INSPECTION EQUIPMENT FOR THE CITY OF CAPE TOWN

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)

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PART 3: GENERAL CONDITIONS OF CONTRACT

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

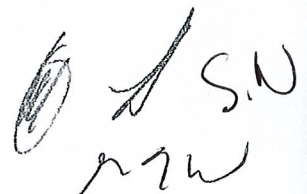
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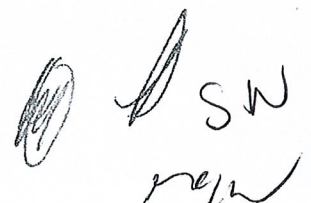
1. Definitions

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.

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- 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.



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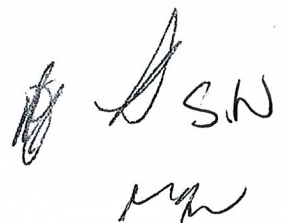
- 1.16 'Imported content' means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation 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.

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

4. Standards

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

5. Use of contract documents and information; inspection.

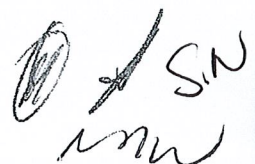
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed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

6. Patent rights

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

7. Performance Security

- 7.1 Within 30 (thirty) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:

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- 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

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- 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.

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14. Spare parts

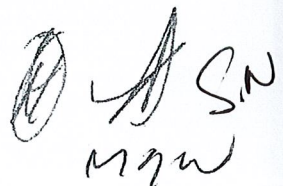
- 14.1 As specified in the SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided 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.

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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

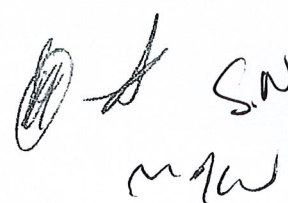
21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

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,

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pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

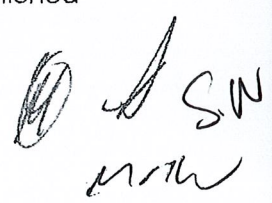
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to 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

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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.

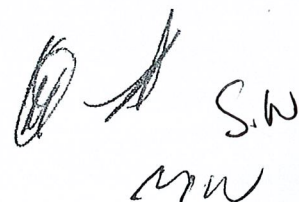
24. Anti-dumping and countervailing duties and rights

- 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



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- 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.



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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.

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PART 4 : PRICING SCHEDULE**(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'

Item No	Unit	Description	Quantity	Price or Unit Price
1	2	CCTV EQUIPMENT MAINTENANCE		
1.1	2.3.1	RX130 Crawler Service	Per Item	R14 650,00
1.2	2.3.2	RCX90 Camera Service	Per Item	R10 980,00
1.3	2.3.3	RED200 Elevator Service	Per Item	R10 465,00
1.4	2.3.4	RCR1000 - Carrier Service	Per Item	R13 822,00
1.5	2.3.5	RAL1000 Auxiliary Lights Service	Per item	R 8 780,00
1.6	2.3.6	RAL200 Auxiliary Lights Service	Per Item	R 7 455,00
1.7	2.3.7	Provisional sum for net cost of Repairs	Sum	R 300 000.00
2	3	CCTV EQUIPMENT COMPONENT		
2.1	3.1	CCTV Crawler	Per Item	R 298 980,00
2.2	3.2	CCTV Reel	Per Item	R 348 022,60
2.3	3.3	Light weight transmission cable	Per Item	R 73 702,50
2.4	3.4	CCTV Mobile control panel	Per Item	R 139 655,03

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CONTRACT NO.: TENDER 1955/2020/21

CONTRACT TITLE: REPAIR, REPLACE AND MAINTENANCE OF PIPELINE INSPECTION EQUIPMENT FOR THE CITY OF CAPE TOWN

TENDER NO: 1955/2020/21

Item No	Applicable Clause in the Scope of Work	Description	Unit of measure	Price per unit (excl VAT)
2.5	3.5	CCTV Crawler elevator	Per item	R96 565,62
2.5	3.6	CCTV Auxiliary light	Per item	R64 758,73
2.6	3.7	Carrier	Per item	R127 269,73
2.5	3.8	CCTV lighting for pipes greater than 600mm to match crawler supplied	Per item	R51 665,40
2.6	3.9	CORUNDUM WHEELS FOR CRAWLER		
2.6.1	3.9	20mm wide spacers	Per item	R3740,63
2.6.2	3.9	86mm rubber wheels	Per item	R3710,16
2.6.3	3.9	110mm grooved rubber wheels	Per item	R3803,83
2.6.4	3.9	110mm soft composite grooved wheels with traction grit impregnation	Per item	R5358,12
2.6.5	3.9	135mm grooved rubber wheels	Per item	R3841,68
2.6.6	3.9	135mm x 78mm wide seditment rubber wheels	Per item	R6166,82
2.7	3.10	CCTV Emergency Switch	Per item	R16 903,32
2.8	3.11	Full sinewave inverter 12V to 240 V (2000W)	Per item	R35 000,00
2.9	3.12	Battery charger for Deep Cycle Batteries supplied	Per item	R35 000,00
2.10	3.13	Deep Cycle Batteries	Per item	R4500,00
2.11	3.14	Data Capture unit	Per item	R30 000,00

CONTRACT NO.: TENDER 1955/2020/21

CONTRACT TITLE: REPAIR, REPLACE AND MAINTENANCE OF PIPELINE INSPECTION EQUIPMENT FOR THE CITY OF CAPE TOWN

TENDER NO: 1955/2020/21

Item No	Applicable Clause in the Scope of Work	Description	Unit of measure	Price per unit (excl VAT)
2.12	3.15	Radio detection locator: RD 7000+ DL or equivalent	Per item	R 47 565,98
2.13	3.16	Guides - Top and down roller guides for protection of camera cable against manhole frame	Per item	R 16 731,49
2.14	3.17	External lighting	Per item	R 2 380,00
2.15	3.18	Set of plugs for sewer	Per item	R 14 254,58
2.16	3.19	Installation and fitment of CCTV equipment into panel van.	Per item	R 248 000,00
2.17	3.20	Specialised Toolbox	Per item	R 8 000,00
2.18	3.21	MobileCap 124 Video Overlay Device	Per item	R 19 461,22
	4	SKILLS TRANSFER		
3.1	4.1	CCTV Components	Per person	R 5 500,00
3.2	4.2	Advanced Training Programme	Per person	R 9 200,00
	5	CCTV SOFTWARE		
4.1	5	WinCan - Advanced or equivalent software	Per item	R 134 761,96

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TENDER NO: 1955/2020/21

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 tendered rates shall include full compensation for all costs for salaries and wages, use and maintenance of tools and equipment, holidays with pay and financial charges of any description incurred by the Contractor and his subcontractors as well as for insurance, accommodation, travelling, travelling time, supervision, overheads, profit, obligations, risks and any other emoluments and incidentals necessary for the various tendered items to be executed.
- 5.6 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 5.7 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.
- 5.8 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract. Also refer to Schedule 2: Contract Price Adjustment.
- 5.9 Tenderers are required to provide rates for all items on the pricing schedule. The City of Cape Town intends to award the tender to a single tendering entity.

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PART 5 : SPECIFICATIONS

1. INTRODUCTION

The Water and Sanitation Department of the City of Cape Town has an Integrated Asset Management Plan that addresses the infrastructure operated by the City's Reticulation Branch. This infrastructure includes the sewer network that services the entire City. Within this infrastructure are some 190 000 manholes and 10 000 kilometres of sewer of various pipe sizes. These pipes need to be surveyed and records are to be kept as well as reports compiled in the correct format to indicate which pipes in maintenance in good to deliver a good WRC standard of sanitation. The examination of this infrastructure is of utmost importance to the City of Cape Town and as a major service provided need to prevent catastrophic collapses and bursts. In addition, this requirement is a legislative requirement as set-out in the Green Drop Audit Criteria.

The Water Demand Management and Strategy branch of the Water and Sanitation Department, provides support in regulating and setting policy for discharges into the sewer and the stormwater system for the entire City of Cape Town. In addition to the above mentioned infrastructure, there are 800 kilometers of stormwater pipelines that are inspected in cases where illegal discharges are detected downstream.

The Department has six CCTV Vehicles, fully equipped, required to facilitate pipe inspection and analysis in its overall pipe surveying strategy to locate, identify, clean and where necessary repair/replace pipelines.

In order to ensure continuity of services, the 1) equipment needs to be maintained, serviced, repaired, 2) reporting software needs to be renewed and 3) formal certified training needs to be in place in order to ensure staff are competent to perform the function.

2. CCTV EQUIPMENT MAINTENANCE

2.1. General

This specification outlines the requirements of the equipment for the Water and Sanitation Department. The tenderer is to repair and supply such CCTV equipment which meets the requirements as detailed in this document.

2.2. Equipment Performance

The equipment repaired and offered must meet the following minimum performance requirements:

- Capable of conducting surveys
- Conform to Water Research Commission standards using the Manual of sewer condition classification 5th edition (or later applicable and compatible version)
- Provide the facilities to automatically compile reports
- Synchronise data to ArcGIS (all applicable latest versions used by the City of Cape Town (CCT))
- All components to operate integrated
- Inspect pipelines from 85 – 1300mm
- Establish inspection standards to pipeline analysis
- Data to be exported to Wincan type software or compatible equivalent
- Have the capabilities to transfer data by using external storage systems

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2.3. Service and Support

Operation and Maintenance Manual

The tenderer is required to maintain, repair and, when required, deliver the CCTV equipment ready for use with all the comprehensive and complete operation and maintenance manuals for each CCTV system. The designation.

2.3.1 RX130 Crawler Service:

Seal service RX130 - Includes all seals, consumables and labour to service the crawler RX130 crawler.

2.3.2 RCX90 Camera Service:

Seal service RCX90 - Includes all seals, consumables and labour to service the RCX90 camera.

2.3.3 RED200 Elevator Service:

Elevator: Quoted Products - Service RED200: Includes all seals, consumables and labour.

2.3.4 RCR1000 Carrier Service

RCR1000: Includes all seals, consumables and labour.

2.3.5 RAL1000 Auxiliary Lights Service

Auxiliary Lights: Service RAL1000: Includes all seals, consumables and labour

2.3.6 RAL200 Auxiliary Lights Service

Auxiliary Lights: Includes all seals, consumables and labour.

2.3.7 Provisional sum for net cost of Repairs

The provisional sum is ment to cater for the the repairs that are not part of the servicable items listed above. The service provider will be required to submit the quote for the repairs to be conducted and will have to be approved by the project manager.

2.4. Maintenance Agreement

2.5.1. Maintenance:

A five-year service agreement is to be provided to ensure that repairs, spares and upgrades are readily available. Personnel shall be required to respond for on-site assessment of maintenance matters within 5 days. Spares shall be readily available for delivery within 90 days.

2.5.2. Repairs:

Expenditure under this item shall be made in accordance with Clause 6.5.2 of the General Conditions of Contract. The provisional sum allowed shall include for the actual cost incurred for the materials and labour used. The actual costs for materials shall not be subject to contract prices adjustments.

The provisional sum amount shall include full compensation for the handling of costs of the contractor, profit, overheads and incidentals in connection with repairs on the instruction of the Employer's Agent.

Payment of the expenditure under this item will be made in full as and when the money is expended subject to written proof by the Contractor of payment of invoiced amounts.

2.5.3. Warranty

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The equipment shall be provided with a guarantee that the equipment has been manufactured and supplied free from defects in materials and workmanship for a period of twelve months from the date of delivery to the City of Cape Town.

2.5.4 Certification

The tenderer must be certified to conduct maintenance and repairs on IPEK systems in South Africa and provide proof of such.

3. CCTV EQUIPMENT COMPONENT SPECIFICATIONS

It is understood that various types of CCTV equipment are available to suit the different needs of users. There are various items of equipment that are the components that may be assembled in various combinations to make complete CCTV inspection Combination Units.

The following specifications are for those individual components of equipment which is currently in place and will require maintenance, repair or replacement.

Any equipment supplied must be a fully functioning kit with valid software. Software to be available for offline installation. Once software is installed, online license validation should be optional, when procuring the license validation for the license period should be included. Once license period has expired, renewal of the license should reinstate its validity (e.g. for one year).

The CCTV equipment supplied must be fully remote controlled with the controller having an LCD screen for viewing purposes. The Crawler must be tough and rugged and be able to fit into pipelines ranging from 85 to 1300mm. This software must have recording and data capturing function in order to compile comprehensive reports in the field as well as in the office.

It should be noted that if equipment is replaced or repaired it should be repaired or replaced with the same or latest compatible model.

3.1. CCTV Crawler

3.1.1. General

The following general specifications apply for the crawler supplied:

- Must have a locating transmitter
- The wheels of the crawler must be able to work in all surface conditions
- Must be compatible with —"Rovion" inspection system or equivalent.
- Constant monitoring by pitch and roll sensors
- Constant monitoring of internal pressure
- An optional elevator, carrier and auxiliary light must be allowed for on the crawler.
- A backeye camera with LED lighting or equivalent

3.1.2. Technical

The technical specifications are as follows: Drive	6-wheel-drive; both sides can be controlled independently from each other 4-wheel-drive: both sides can be controlled independently from each other
Equipment	Steerable, back eye camera, electrically controllable clutch, location transmitter, roll and pitch sensor, pressure monitoring
Nominal pipe widths	DN 140 up to DN 1300 (with carrier and elevator)
Location transmission	33kHz
Pressure tightness	Up to max. 1 bar

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Protection class	IP68 up to 10 m water depth
Ambient temperature range	0° C - 40° C
Storage temperature range	0° C - 40° C
Material	Aluminium anodized
Dimensions	(L x W x H) 310 x 110 x 90 mm
Weight	+/-6kg

3.2. CCTV reel

3.2.1. General

The following general specifications apply for the reel supplied:

- Automatic feed and automatic recovery of cable function
- Remote controlled

3.2.2. Technical

The technical specifications are as follows: Drive	Motor-driven/automatically
Cable length	Min. 300 m
Meter counter	1
Integrated deflection pulley	Yes
Voltage	230 V AC
Frequency	50 Hz
Electrical current	2.5 A
Protection class	IP44
Ambient temperature range	0° C - 40° C
Storage temperature range	0° C - 40° C
Dimensions	(L x W x H) 625 x 368 x 575 mm
Weight	Approx. 56kg

3.3. Light weight transmission cable

- At least 300m Kevlar reinforced 200 kg minimum breaking strain cable (Multi conductor cable, that is compatible with IPEK Systems)

3.4. CCTV Mobile control panel

3.4.1. General

The following general specifications apply for the CCTV mobile control panel:

- Must be in a tablet PC form
- Basis for operating software equivalent to Visionreport.
- Data display must have customising abilities
- Data storage must use an internal CF card or equivalent
- Data transfer must have USB and Ethernet facilities
- Low weight and design for optimal operator convenience
- Inspection must be done to predefined standards
- Display should be touch-screen, suitable for daylight use with a resolution of not less than 800 x 600 pixels
- Must have ports to support a keyboard and mouse
- Video recording in MPEG 4 AVC/H.264 and picture in .BMP

3.4.2. Technical

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Equipment	Integrated monitor (SVGA), text generator, operation hour counter, touch-screen, support software like VISIONREPORT
Screen size (diagonal)	8.4
Screen resolution	600 x 800 px
Interfaces	1 x video out Keyboard (onscreen only) 2 x USB 1 x Ethernet
Power supply	Via cable reel
Storage	64GB/higher CF-memory card
Video format	MPEG-4 / H.264
Supported image formats	BMP
Protection class	IP40 (protect from humidity and moisture)
Ambient temperature range	0° C - 40° C
Storage temperature range	0° C - 40° C
Dimensions	(LxWxH) 342 x 236 x 75 mm
Weight	+/- 2kg

3.5. CCTV Crawler elevator

The tenderer is to maintain, and when required, supply an elevating component for the CCTV Crawler so that the camera centreline can reach heights suitable to survey greater than 300mm pipes.

3.5.1. General

The following general specifications apply for any elevator supplied. The elevator supplied must be compatible with crawler supplied.

- Motor driven
- Stepless height adjustment
- Interface for auxiliary lights and backeye camera

3.5.2. Technical

Drive	Motor driven
Nominal pipe width	300 to 1300 mm
Pressure tightness	Up to maximum 1 bar
Power supply	Cable reels
Protection class	IP68 up to 10m water depth
Material	Anodised aluminium

3.6. CCTV auxiliary light

The auxiliary light supplied must be compatible with the other CCTV components supplied.

3.6.1. General

The following general specifications apply for any elevator supplied.

- The brightness must be adjustable in 10 steps
- Camera picture must be in colour
- Strong homogenous illumination

3.6.2. Technical

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Nominal pipe widths	200mm and up
Pressure tightness	Up to maximum 1 bar
Protection class	IP68 up to 10m water depth
Material	Anodised aluminium
Feature	Back eye camera

3.7. Carrier

The carrier supplied must centralise the camera in pipes up to 1300 mm. This carrier must be compatible with the rest of the equipment supplied. The specifications are as follows:

3.7.1. General

- Must be driven through crawler
- 4-wheel drive & 6-wheel-drive
- Steerable
- Large ground clearance
- Tough and rugged

3.7.2. Technical

Drive	via crawler (4-wheel-drive); both sides can be controlled independently from each other
Nominal pipe widths	100 mm diameter and above
Protection class	IP68 up to 10m water depth
Material	Aluminium anodised
Weight	+/- 15 kg with wheels

3.8. Additional lighting for pipes greater than 600mm diameter.

This should be an auxiliary light fitted on the crawler and camera supplied. The specifications are as follows:

3.8.1. General

- Must have minimum 12 high power LEDs with lens
- Must be able to survey pipes sizes 600mm and above
- Homogenous large range illumination
- Must be used exclusively with elevator and carrier

3.8.2. Technical

Nominal pipe widths	600mm diameter and above
Pressure tightness	Up to 1 bar
Illumination	12 high power LED distributed to 4 focussing lenses
Protection class	IP68 up to 10m water depth
Material	Aluminium
Weight	+/- 1.3 kg

3.9. Wheels

"Corundum" (material type) crawler wheels to be supplied suitable for pipe sizes between 150 – 1300mm. the wheels to be quoted on be for 1 wheel, not a set.

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- 20mm wide spacers
- 86mm rubber wheels
- 110mm grooved rubber wheels
- 110mm soft composite grease wheels with traction grit impregnation
- 135mm grooved rubber wheels
- 135mm x 78mm wide sediment rubber wheels

3.10. CCTV emergency switch

An emergency stop switch must be supplied that connects from the controller to the reel/crawler.

3.11. Inverter

An appropriate inverter must be supplied to supply power to all equipment, laptop (LED) and lighting at the correct voltages in the panel van with cooling units. This inverter must include the necessary components like silent pack generators and chargers for overnight charging that will be required for at least an 8-hour day operation.

Input voltage	12 V
Output voltage	220 – 240 V
Efficiency	91%
No load current draw	2.64 A
Stand by current draw	0.6 A
Output waveform	Sinewave < 3% THD
Input voltage range	10.5 – 15 VDC
Max DC Input Current	210

3.12. Battery Charger

The battery charger supplied must be compatible with the other electrical components supplied necessary to run the system for an 8-hour day and then charge overnight. The tenderer is responsible for the correct fitment of these items by a qualified electrician with valid certification; the City's representative can at any time request the proof of qualification of the said electrician. All items supplied and to comply with SANS. The tenderer is to ensure that the company that is responsible for the fitment is part of RMI and the Motor industry workshop association. A certificate may be requested.

The technical specifications are as follows:

Output current	40 A (12 V)
Charging type	3 stage
Bulk stage	14.5 V – 40 A
Absorption stage	14.5 V – 40 A
Frequency	45 – 56 Hz
Charger efficiency	85% or more
Battery type & size	Lead acid 200 – 500 AH
Remote control	Yes
Over load protection	Yes
Over heat/ temp protection	Yes
Output reverse protection	Fuse blow
Operating temp.	-15 ~45°C
Storage temp.	-25 ~70°C
Battery connection	1 pos terminal, 1 neg terminal
AC input cable	Yes

3.13. Deep cycle Batteries

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A set of appropriate deep cycle batteries to power all devices on board must be supplied and should be compatible with the inverter. The Deep Cycle Batteries must also be SANS certified. The general specifications are as follows:

- Gelled Thizotropic electrolyte
- 10 year service life
- Extended cycle service life
- Reductive corrosion plating
- Safety cut out mechanism

3.14. Data capture unit (Main)

The data capture unit to be supplied must be the HP Probook 650 G4 or equivalent approved with the Wincan VX analyst and GIS software (or equivalent approved) preloaded and correct windows operation systems to support all programs that will be required to run the CCTV systems. Technical specifications are as follows:

Operating system	Windows 10 {64bit}
Processor type	Intel Core i5
Microsoft Office	2016 or later
Processor	Intel Core i5 – 8300U 8 th generation or later
Chipset	Intergrated with processor
Memory	Minimum 8GB
HHD Space	1 TB Solid state drive
Display	15 inch Full HD with 1920x1080 res
Graphics	Dedicated graphics card
Ports	Minimum 2 USB, sd card reader
Wireless	Bluetooth & 802.111b/g/n

3.15. Radio detection locator

This Radio detection unit to be maintained, and when required, supplied must be a RD7000+ DL or equivalent approved. This device is to be used to locate the crawler unit when surveying/inspecting. The locator has to meet the functional requirements of the CCTV equipment and work as an integrated system. This device must be supplied with all necessary components required for full functioning. Below are the technical specifications:

Passive frequencies	Power, Radio, CPS (100/120Hz)
Active frequencies	512,640Hz & 8,33,65 kHz
Sonde frequencies	512,640Hz & 8 and 33 kHz
Antenna modes	Peak mode, peak and null mode
Features	Centros, compas

3.16. Cable Guides

Cable guides supplied should be top and down roller for manhole and sewer. The cable guides will be used as a protection mechanism for the reel cable against manhole edges.

3.17. External lighting

The panel van is fitted with a Chaser LED baby bar 3F/3R/2C amber with two LED work lights of 27W

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round on each side of the Chaser LED light. This must include the wiring, mounting on roof rack and also the operational buttons inside the panel van. The lighting must be from Hazard bonako or equivalent approved.

3.18. Set of plugs for sewer

The set of sewer plugs to be supplied must be fit to be used of sewer line sizing from 150mm to 300mm and should withstand pressures of minimum 2.5 bar. The set should include:

- Valve connections
- Foot pump
- Inflation and feed hose
- Hose couplings
- Carry case
- 2 unit bags for 150 – 300mm pipes

3.19. Installation

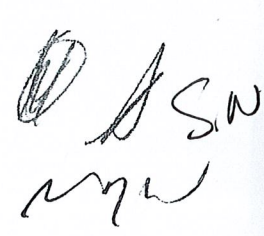
The existing CCTV panel vans, at some point, be replaced with an UNKNOWN similar panel van. The tenderer has to take into account the space and dimensions before ordering materials. The Panel van (office section) must be fitted with cupboards, drawer's tabletop, down lighters, necessary wiring and switches, Deep Cycle Batteries hidden under bench (with leather or vinyl upholstered cushion top), rubber mat, sufficient power points and viewing Perspex window or complete opening etc. The rear end (trunk) must be fully checkerplated with at least 4 power points and spaced out in such a way that all equipment has an independent storage like shelving and operational space. The tenderer must ensure that the fitment complies with the NCRS (National Regulator for compulsory specifications) and RMI Retail Motor Industry .

The fitment of the panel must have the minimum of the following items.

- Four downlighters in dry area
- Two downlighters in wet area
- All wood to have white finish
- Two drawers in dry area
- Desk space of approximately 1.2m²
- Four power points in dry area
- Two power points in wet area
- Viewing panel from dry area to wet area
- Neat and full Checker plating in the wet area
- 4 Small shelving for tools and spares
- Lockable cupboards for all CCTV equipment with two keys
- All wiring must be in trunking and neatly covered

Before handing the newly fitted panel van (with the existing equipment from the old panel van) over to the tenderer the project manager (together with the Senior Technical Assistant or responsible official) will execute step by step inspection to see for any faults damages to the vehicle. Once the vehicle is in the care of the tenderer it is his/her responsibility and he/she will be liable for any damages that may occur. If the tenderer desires to take out insurance, it must be at his/her own cost. The fitment period will be 2 weeks from the date of handing over of the vehicles, if the tenderer does not comply with the stipulated time for fitment it may result in penalties.

3.20 ToolBox

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The tender is to provide a fully kitted toolbox in order to ensure the officials trained are able to execute the minor repairs, maintenance and calibration of equipment. If the exact size is not available, the tenderer to provide a close equivalent. The tools must be contained in tool box with pre cut grooves for all items.

The minimum contents requirements of the toolbox are detailed below:

- Claw Hammer
- 18 Piece Sockets,
 - Sizes 8, 10, 11, 12, 13, 14, 15, 16, 17, 18, 18, 20, 21, 22, 24, 27, 30, 32 mm
 - 1 piece Universal Joint 0.5 inch
 - 1 piece extension bar 125 mm
 - 1 piece 0.5 inch H handle
 - 1 piece Ratchet 0.5 inch
- 4 Piece screw driver set, SL3 type
 - 2x100 mm
 - 4x100 mm
 - 6x100 mm
 - 8x150 mm
- 12 Piece Spanner Set
 - 8, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 22 mm
- 10 inch Vice Grip
- Tape Measure 10 m
- Side Cutter 160 mm
- Combination Plier 180 mm
- Sliding T-Bar
- Long Nose Pliers 160mm
- Trimming knife
- 9 Piece Allen Key Set
 - 1.5, 2, 2.5, 3, 4, 5, 6, 8, 10 mm
- 9 piece Torx Key Set
 - T10, 15, 20, 25, 27, 30, 40, 45, 50 mm
- 1 litre sealant glue: item to be compatible with reel cable during repairs

And any other items that are deemed necessary.

3.21 Video overlay device

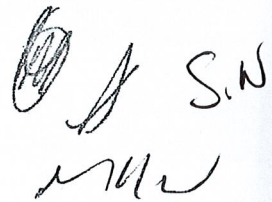
The tender to provide the external video overlay device for encoding the video and information from the reel to the computer (data capturing device) containing an installed copy of WinCan or equivalent data management and control software.

The overlay device is specific the the management software that will be in use, for Wincan, it is the MobileCap124. The cost to cover installation. It uses a USB type B connection to USB type A connection to the PC for both power and data.

3.22 Maintenance Agreement

This item is a period agreement for support from the tenderer. The tenderer is to update software and maintain equipment under warranty for the minimum of 12 months from the date of purchase. The maintenance must cover the following.

- Software updates
- Fixing of equipment that breaks due to defective reasons
- Maintenance fee for upgrades

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- Servicing of equipment at intervals prescribed by the manufacturer. The tenderer is responsible for the cost of the above items and the licenses that any product may require for the duration of the contract

3.23 Additional documentation required

Tenderers to supply detailed specifications from manufacturers in the form of technical specification sheets.

4. SKILLS TRANSFER

Training in each category shall be for all equipment and for senior technical assistants, technical assistants, senior handyman and other identified officials that will be using the equipment and software.

The Tenderer must allow for adequate resources to be assigned to the project team to carry out a formal training and mentorship program of nominated CCT officials. The service provider is required to develop and present a skills GAP analysis/ assessment and report on the skills development will be require with recommendation for skills development and the training modules/ structure for the individual.

Comprehensive training must be provided to Senior Technical Assistants, Technical Assistants and Senior Handyman as part of this tender. The training should include the operation of the CCTV equipment crawler, camera, reel, controller and software. After the training the city official must be able to fully operate all components of the system independently and generate reports. The tenderer must also provide certificates to each of the city officials after he/she has successfully completed the training. In addition, the training manual and WRC Manual needs to be supplied to each of the trained officials.

Training will also need to training on minor repairs, maintenance and calibration of equipment. After training, the trained officials will need to fully operationalised and certified as competent to perform such activities.

4.1 CCTV Components

4.1.1 Basic training programme

The **basic training programme** shall consist of a maximum of 5 personnel per session, consisting of a 2 days field condition simulation and of technical knowledge covering all CCTV pipeline inspection equipment.

The basic training may supplement and refresh cctv pipeline inspections that will cover the following scope:

- Operation of the crawler using the basic control unit;
- Assembly of the pipeline inspection equipment components for the successful inspection of various pipeline sizes.
- Proper cleaning of the individual componects of the system.
- Troubleshooting and repairs

4.1.2 Troubleshooting simulation

The section of training makes allowance for support by the service provider to develop **troubleshooting simulation** of various aspects of the units. This section must make allowance for:

- Fault finding methodology.
- Cable Re – termination.
- Re - pressurization of the crawler.
- Calibration of the equipment where necessary.
- Servicing of various parts and units (not limited to the list above).
- First line maintenance.

The trainer is required to provide the staff with a certified competency certificate

4.2 Advanced training programme

4.2.1 WinCan VX operation

Training on the operation of the WinCan VX or equivalent. The software is meant to provide full control on the pipeline inspection equipment and accessories. The software also provides for the production of the inspection reporting of a particular case with WRC MSCC5 condition Scoring

The advanced training programme shall consist of maximum **5** personnel per session, consisting of 3 days of software training and application in the field with the CCTV units.

The trainer is required to provide the staff with a certified competency certificate.

5. CCTV software

5.1.1. General

The software to be supplied and priced must be Wincan Advanced or equivalent and approved and must also comply with the Water Research Commission standards. The software must have a once off purchase and available for offline installation. This software must be installed on the notebook supplied and any other PC supplied by the tenderer and currently in use by CCT.

Once software is installed, online license validation should be optional, when procuring the license validation for the license period should be included. Once license period has expired, renewal of the license should reinstate its validity (e.g. for one year).

The office software is to be installed on a docking station and the mobile software is to be installed on the data capturing units.

The Data Collection Software package supplied by the tenderer must be certified by at least one International Pipeline assessment authority.

Water Research Commission Manual of Sewer Condition Classification 5th edition (or later version) coding catalogues must be entrenched in the software utilised for this tender for conduit lengths as well as manhole inspections.

Both structural and service observations peak, total and mean scores for conduit lengths are to be automatically calculated by the reporting software according to the Sewerage Rehabilitation Manual without any manual input. (This includes scoring of continuous defects) This scoring shall be reflected on the conduit graphic report sheets for each individual conduit length report. The reporting software must have a Query Builder available in the software which allows customised queries to be built in where the individual conduit length 's scoring can be filtered and queried along with any defect to build customised reports within a project.

Each individual observation must have the WRC Observation Code attached to it which can be printed out on the report if required by the engineer. No manual input of the observation codes shall be acceptable

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The software capture package must have the WRC MSCC observation definitions for every observation, appear automatically on the operator's input screen as a reminder to / reference for the operator at the time of capture. Additionally, every operator shall have in the CCTV unit, a copy of the WRC MSCC standard to which he is working available for reference.

The CCTV inspection shall be recorded directly to Hard Disk and must be able to copy to an external hard disk / drive.

The data displayed on the monitor should be able to be moved on the screen such that observations are not obscured. It must also be possible to switch the data off for unrestricted view of the conduit.

The camera system shall include equipment for measuring, displaying and recording the gradient of the conduit.

5.1.2. Technical

Mobile software minimum capabilities	
Data collection	• In section • Draw text • Simple crack width/deformation with photo • Viewer • Simple video creation • Map entry • Document management
Data analysis	• Rating and grading • GIS analysis • Statistics
Data management	• Validator • Data transfer • Be able to generate reports • Meta DB • Control text generator
Video	MPEG 1,2 and 4 Video creation
Measurement modules	• Inclination • Diameter & deformation measurement • Multiple inspections
GIS modules	• MAP advance or equivalent • ARCGIS integration

Office software minimum capabilities	
Data collection	• In section • Manhole • Lateral • Draw text, • Simple crack width/deformation with photo, • Photo assistant • Viewer • Data collection import and export

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	• Simple video creation • Map entry • Document management
Data analysis	• Rating and grading • GIS analysis • Statistics
Data management	• Validator • Data transfer • Be able to generate reports • Meta DB • Control text generator
Video	• MPEG 1,2 and 4 Video creation
Measurement modules	• Inclination • Diameter & deformation measurement • Multiple inspections
GIS modules	• MAP advance or equivalent • ARCGIS integration
Report Generation	

5.1.3. Tenderers to adhere to the following:

The software data collection and reporting package to be supplied must fulfil the following conditions: It must be Windows 10, 32 & 64bit compatible with a version available to run off a Microsoft SQL Server should this be required for large Data Bases.

Software to allow for any expansions, updates with no additional license fees and these expansions, updates should be included in the license renewal fee. License fees to include support, any new version updates, patches within that validity period. All Windows must be fully scalable to allow any window to be placed anywhere on the screen or screens including the video picture.

5.1.4. The Data Capture

The data capture shall be real time capture and reporting with input from the camera control unit directly into the Database allowing MPEG indexing for searching on the video linked to the report.

- Inclination readings must be taken at least once every 25 milliseconds while the crawler is moving to allow as accurate collection of data as possible. (Actual invert levels must be able to be input into the data and the inclination curve produced fitted to these inverts to increase the accuracy of the inclination curve) Inclination surveys must be able to be carried out on the forward or the reverse journey.
- In addition, the video must be viewable after the survey and additional comments must be able to be made should this be required.
- A pipe graphic must be displayed at all times showing the progress of the camera in the pipe.
- The reporting Standard must be BS-EN13508-2 as amended

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- The input of observations must allow for observation code input, selection of an observation from a dropdown list and have a word search function.
- The full description of the observation must be automatically displayed in the capture screen as a reminder to the operator
- In addition, the standard observation photographs from the WRc MSCC5 shall also be displayed onscreen when making an observation

The Pipe Section and Manhole data templates must be flexible to allow the capture and display on the report of all the GIS attributes of these two assets as defined by the GIS system.

- The video must be in the industry standard of MPEG1, MPEG2 or MPEG4 format. The still pictures must be jpg format. There must be the capability of recording two photographs per observation
- The video recording must automatically pause when an observation is made to reduce the length of the video and to keep idle time on the video to a minimum.
- A measurement module must be available to allow accurate measurement within the pipeline with the aid of Camera Lasers as well as approximate deformation and % loss measurement
- Accurate deformation measurement must be available with the use of parallel lasers which give the accurate diameter of the pipeline as well.
- The observation must be displayable and superimposed upon the video at the position of each observation.
- There must be a mapping component in the data capture module which allows existing shape files to be loaded or if there are no shape files, the mapping component must automatically create a shape file from the x and y data input into the mapping program.

5.1.5. Manhole Reporting

- There must be a manhole reporting module
- Reports shall be in accordance with BS EN13508-2 standard
- Separate video capture with text overlay for the manhole as well as still photographs shall be available as well as a drawing function which allows graphical depiction of the manhole to be entered in the report

5.1.6. Image Overlays

There must be a module which allows adjustable measurement overlays on the live video for the measurement of water level, cross-sectional loss with root intrusions, cross sectional area in joint displacements, lateral dimensions and angles of entry and these readings must be seamlessly transferred into the observation being made.

5.1.7. Reports

- Simple reports giving pipe graphics with associated observations down the pipe length must be available
- Photographs must be printable in colour at no more than 4 photographs per page.
- The Inclination curve must be printed on a full A4 page with the largest scale possible to enable best interpretation of the graph. An overlay of the Swedish Standard VAVP50 must be available to demonstrate where and how far out of the theoretical the pipe is laid.
- A report generator / Query Builder must be available to allow individualised reports to be produced. The Query Builder must be able to query any item and build up a report of at least six different variables to produce meaningful reports. There must be an Excel export of data to allow large queries to be dealt with as a spreadsheet.

5.1.8. Data Transfer

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There must be a data transfer module which allows different crews to automatically synchronise their data with a central database on a daily basis. The module must assist with backups and management of multiple crew data management.

5.1.9. Export

- Projects must be able to be exported in an electronic format onto DVD BluRay or portable hard drive complete with a free viewing program from which reports can be printed; Observations viewed and indexed videos viewed at the point of observation.
- Industry standard XML Export must be supported

5.1.10. GIS and asset management software

- A GIS interface must be available to allow the full survey to be accessed in ArcGIS version 9 or 10 (all applicable versions within the CCT) with the observed attributes for the sections and nodes being able to be compared with the Original GIS attributes. In addition, the basic inspection report must be viewable from the GIS as well as all pictures and Videos.
- A new shape file must be written to allow representation of the observations to be represented on the sections.
- This GIS interface must be independent of WinCan and must run within the GIS program with one button access.
- The output of data must be able to upload onto an engineering based asset management program/software to enable calculations and statistics for analytical decision making.

5.1.11. Seamless transfer of GIS Data

- There must be a module available to allow the seamless transfer of GIS data from the GIS shape files to the reporting program thus negating the errors of manually typing manhole numbers, Section ID 's and other attribute data
- This Module must allow the graphical representation of work completed as well as work still to be carried out.
- Surveyed data must be able to transfer to a remote in house drive (dmz) for storage and archiving.
- The asset management software should also have a link to the server of the city.

5.1.12. Analyst Tool

- A module must be available for advanced analytical interpretation of an area
- Functions of this tool must include but shall not be restricted to:
 - a heat map depicting the problem areas based on the grading of the pipelines
 - A maintenance and Planning module
 - Reports and statistics

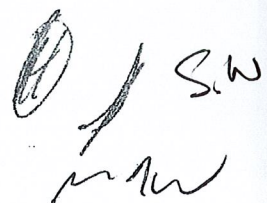
5.1.13. Cloud Solution for secure Viewing (mobile units)

A cloud based access tool must be available where the reports can be uploaded to the cloud which allows authorised viewers to view the reports and print their own reports from the mobile units.

That the cloud solution should be covered in the software fee and that there is no additional cost.

5.1.14. Office Based Package

- An office based package must be available to analyse and post process the captured data
- It shall be supplied without capture modules such as Inclination and on screen display as there are capture modules.

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- This software must be installed onto a desktop pc supplied by the City to act as the docking station.

The software must support the standards of WRC and have all the capabilities and functions required for the compilation of comprehensive reports. The display must have all the details of the survey to assist the operator in writing up the foresaid report:

I. At the start of each sewer pipe length, a data generator shall electronically generate and clearly display on the viewing monitor and video recording a record of data in alphanumeric form containing the following minimum information.

- Project Reference Number
- Type of Survey: Pre-Con / Post Con / Before DLP / End DLP
- Sewer GIS ID
- Upstream and downstream manhole GIS IDs
- Sewer pipe diameter
- Sewer pipe material
- Direction of unit travel
- Road name/location
- Date and time of survey
- CCTV company name
- Upstream and downstream (or —from|| and —to||) manhole GIS numbers of inspected pipe segment
- Automatic update of the unit's chainage position in the pipeline from adjusted zero

The text should be clearly displayed on a contrasting background for approximately 15 seconds. If the CCTV inspection is being performed on consecutive pipe segments with the same setup, this text information must be provided at the start of each pipe segment and the separate pipe segment will have to be saved in separate MPEG/AVI video file.

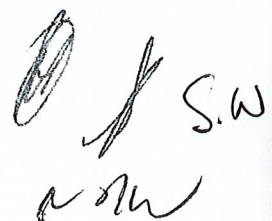
II. During CCTV inspection, the running screen must include the following information.

The display of this information must in no way obscure the central focus of the pipe being inspected.

- Project Reference Number
- Type of Survey: Pre-Con / Post Con / Before DLP / End DLP
- Sewer GIS ID
- Upstream and downstream manhole GIS IDs
- Sewer pipe diameter
- Sewer pipe material
- Direction of unit travel
- Road name/location
- Date and time of survey
- Upstream and downstream (or —from|| and —to||) manhole GIS numbers of inspected pipe segment
- Running footage (distance travelled)

III. At the end of CCTV inspection of the inspected pipe segment, the ending screen text should indicate:

- Project Reference Number
- Type of Survey: Pre-Con / Post Con / Before DLP / End DLP
- Sewer GIS ID
- Upstream and downstream manhole GIS IDs
- Sewer pipe diameter
- Sewer pipe material
- Direction of unit travel
- Road name/location

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CONTRACT NO.: TENDER 1955/2020/21

CONTRACT TITLE: REPAIR, REPLACE AND MAINTENANCE OF PIPELINE INSPECTION EQUIPMENT FOR THE CITY OF CAPE TOWN

- Date and time of survey
- Upstream and downstream (or —from|| and —to||) manhole GIS numbers of inspected pipe segment
- Ending footage

The text should be clearly displayed on a contrasting background for approximately 15 seconds. The software must support the exporting and importing of GIS databases into Wincan map software and show the specific piping being inspected with attributes. The City of Cape Town 's GIS data must be used to transfer the attributes of the pipe sections as well as the manholes to the software reporting package electronically without the operator having to insert manhole numbers etc. Systems without automatic transfer of GIS data will be deemed unsuitable.

After the survey and data input the program must be able to provide an option to print out a report having the following as the minimum:

- Project summary report
- Pipe summary
- Tabular report
- Pipe graphic report
- Colour inspection photos of all incident printed either two per page or four per page
- Pipe diameter summary showing total length of each different diameter surveyed within the project
- Inclination report
- Colour coded defect grade report
- Manhole report with photos
- Scoring and grading of each pipe accordance with the WRC SRM5
- A program for drawing must be available to produce sketches and manhole drawings with data embedded within the project and be accessible from within the standard software.

6. TRADE NAMES OR PROPRIETARY PRODUCTS

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

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

7. 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.

8. 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**).

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c) Joint Venture Expenditure Report (Annex 5).

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

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

The Monthly Project Labour Reports shall be completed and submitted in accordance with the instructions therein.

The **B-BBEE Sub-Contract Expenditure Report** is required for monitoring the supplier's compliance with the sub-contracting conditions of the **Preference Schedule**.

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

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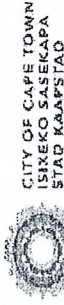
CONTRACT NO.: TENDER 1955/2020/21

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(14.1) MONTHLY PROJECT LABOUR REPORT (EXAMPLE)

ANNEX 1

CITY OF CAPE TOWN MONTHLY PROJECT LABOUR REPORT



CITY OF CAPE TOWN
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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 EPWPFLR@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 Cons 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.
- 15 **Submission of Forms**
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. Scanned copies of all applicable supporting documentation must be submitted along with each monthly project labour report. Copies of employment contracts and ID documents are only required in respect of new beneficiaries.
- 17 If a computer is not available hardcopy forms and supporting documentation will be accepted.

PROJECT DETAILS

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

CONTRACT OR WORKS		PROJECT NUMBER: (6)		EPWP SUPPLIED											
DIRECTORATE:		DEPARTMENT:													
CONTRACTOR OR VENDOR NAME:		CONTRACTOR OR VENDOR													
CONTACT PERSON:		E-MAIL ADDRESS:													
		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					

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CONTRACT NO.: TENDER 1955/2020/21
 CONTRACT TITLE: REPAIR, REPLACE AND MAINTENANCE OF PIPELINE INSPECTION EQUIPMENT FOR THE CITY OF CAPE TOWN

ANNEX 1 (continued)

MONTHLY PROJECT LABOUR REPORT



BENEFICIARY DETAILS AND WORK INFORMATION

CONTRACTOR OR WORKS PROJECT NUMBER:		Year		Month		Sheet						
		1	2	1	2	1	2					
No.	(8) First name	(8) Surname	(8) ID number	(9) New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	(10) Job seeker database (Y/N)	(11) Contract start date (DD/MM/YY)	(11) Contract end date (DD/MM/YY)	(12) No. days worked this month (excl. training)	(13) Training days	(14) Rate of pay per day (R - c)
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
Declared by Contractor or Vendor to be true and correct:		Name		Date		Signature						
Received by Employer's Agent / Representative:		Name		Date		Signature						

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CONTRACT NO.: TENDER 1955/2020/21
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(14.2) BBEE SUB-CONTRACT EXPENDITURE REPORT (PRO FORMA)

TENDER NO. AND DESCRIPTION: REPAIR, REPLACE AND MAINTENANCE OF PIPELINE INSPECTION EQUIPMENT FOR CITY OF CAPE TOWN

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 ¹	Total value of Sub-contract (excl. VAT) ¹	Value of Sub-contract work to date (excl. VAT) ¹	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
¹ 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:

CONTRACT NO.: TENDER 1955/2020/21
CONTRACT TITLE: REPAIR, REPLACE AND MAINTENANCE OF PIPELINE INSPECTION EQUIPMENT FOR THE CITY OF CAPE TOWN

(14.3) PARTNERSHIP/ JOINT VENTURE (JV) / CONSORTIUM/ EXPENDITURE REPORT (PRO FORMA)

TENDER NO. AND DESCRIPTION: REPAIR, REPLACE AND MAINTENANCE OF PIPELINE INSPECTION EQUIPMENT FOR CITY OF CAPE TOWN

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 ¹	Total value of partner's contribution (excl. VAT) ¹ B = A% x P*	Value of partner's contribution to date (excl. VAT) ¹ C	Value of partner's contribution as a percentage of the work executed to date D = C/P* x 100
Partner A		%	R	R	%
Partner B		%	R	R	%
Partner C		%	R	R	%

¹Documentary evidence to be provided

Signatures

Declared by supplier to be true and correct:

Date:

Verified by CCT Project Manager:

Date:

PART 6: SUPPORTING SCHEDULES

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

TENDER NO: 1955/2020/21

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

- 8.1 The Contract Price Adjustment mechanism and/or provisions relating to Rate of Exchange Variation, contained in this schedule is compulsory and binding on all tenderers.
- 8.2 Failure to complete this schedule or any part thereof may result in the tender offer being declared non-responsive.
- 8.3 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.
- 8.4 Tenderers are not permitted to offer firm prices except as provided for in the Price Schedule, and if the tenderer offers firm prices in contravention of this clause the tender offer shall be declared non-responsive.
- 8.5 Any claim for an increase in the Contract price shall be submitted in writing to the below:
 - by email to: CPA.Request@capetown.gov.za and [REDACTED]

prior to the month upon which the price adjustment would become effective.
- 8.6 The CCT reserves the right to withhold payment of any claim for contract price adjustment while only provisional figures are available and until the final (revised) figures are issued by the relevant authority.
- 8.7 When submitting a claim for contract price adjustment a supplier shall indicate the actual amount claimed for each item. A mere notification of a claim for contract price adjustment without stating the new price claimed for each item shall, for the purpose of this clause, not be regarded as a valid claim.
- 8.8 The CCT reserves the right to request the supplier to submit auditor's certificates or such other documentary proof as it may require in order to verify a claim for contract price adjustment. Should the supplier fail to submit such auditor's certificates or other documentary proof to the CCT within a period of 30 (thirty) days from the date of the request, it shall be presumed that the supplier has abandoned his claim.
- 8.9 The effective date of any price increases granted will be the date on which the abovementioned documentation/claim is submitted or, by agreement between the Contractor and the City, a subsequent date on which the price increase will be effective. In instances where the Contractor's price claimed is less than entitled, the lesser price will be accepted.
- 8.10 The CCT reserves the right to apply the indices available at the date of the claim submitted by the Contractor.

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CONTRACT NO.: TENDER 1955/2020/21

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8.11 CONTRACT PRICE ADJUSTMENT MECHANISM:

B.11.1 Tenderers must adhere to the Contract Price Adjustment mechanism (s) as listed in the table below and adhere to the CPA instructions dictated by the mechanism(s) chosen by the Tenderer. Tenderers must note that the CPA mechanism(s) chosen by the tenderer, will be binding for the duration of the contract period. PLEASE INDICATE (ENCIRCLE) IF ROE or SUPPLIERS LIST or BOTH will apply for each item below (where applicable):

Item No	Description	CPA Mechanism
1	CCTV EQUIPMENT MAINTENANCE	
1.1	RX130 Crawler Service	CPI
1.2	RCX90 Camera Service:	CPI
1.3	RED200 Elevator Service	CPI
1.4	RCR1000 - Carrier Service	CPI
1.5	RAL1000 Auxillary Lights Service	CPI
1.6	RAL200 Auxillary Lights Service	CPI
2	CCTV EQUIPMENT COMPONENTS	
2.1	CCTV Crawler	ROE/SUPPLIERS LIST or Both
2.2	CCTV Reel	ROE/SUPPLIERS LIST or Both
2.3	Light weight transmission cable (Multi conductor cable)	ROE/SUPPLIERS LIST or Both
2.4	CCTV Mobile control panel	ROE/SUPPLIERS LIST or Both
2.5	CCTV Crawler elevator	ROE/SUPPLIERS LIST or Both
2.5.1	CCTV Auxillary light	ROE/SUPPLIERS LIST or Both

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2.5.2	CCTV lighting for pipes greater than 600mm to match crawler supplied	ROE/SUPPLIERS LIST or (Both)
2.6	CONUNDRUM WHEELS FOR CRAWLER	
2.6.1	20mm wide spacers	ROE/SUPPLIERS LIST or (Both)
2.6.2	86mm rubber wheels	ROE/SUPPLIERS LIST or (Both)
2.6.3	110mm grooved rubber wheels	ROE/SUPPLIERS LIST or (Both)
2.6.4	110mm soft composite grease wheels with traction grit impregnation	ROE/SUPPLIERS LIST or (Both)
2.6.5	135mm grooved rubber wheels	ROE/SUPPLIERS LIST or (Both)
2.6.6	135mm x 70mm wide sediment rubber wheels	ROE/SUPPLIERS LIST or (Both)
2.7	CCTV Emergency Switch	ROE/ SUPPLIERS LIST or (Both)
2.8	Full sinewave inverter 12V to 240 V (2000W)	CPI
2.9	Battery charger for Deep Cycle Batteries supplied	CPI
2.10	Deep Cycle Batteries	CPI
2.11	Data Capture unit	CPI
2.12	Radio detection locator: RD 7000+ DL or equivalent	ROE / SUPPLIERS LIST or (Both)
2.13	Guides - Top and down roller guides for protection of camera cable against manhole frame	ROE/ SUPPLIERS LIST or (Both)

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2.14	External lighting	CPI
2.15	Set of plugs for sewer	ROE/SUPPLIERS LIST or Both
2.16	Installation and fitment of CCTV equipment into panel van.	CPI
2.17	Specialised Toolbox	CPI
2.18	MobileCap 124 Video Overlay Device	ROE/SUPPLIERS LIST or Both
3	SKILLS TRANSFER	
3.1	CCTV Components	CPI
3.2	Advanced Training Programme	CPI
4	CCTV SOFTWARE	
4.1	WinCan - Advanced or equivalent software	ROE/SUPPLIERS LIST or Both

8.12 CONSUMER PRICE INDEX (CPI)

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

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

8.12.3 10% of the tendered rate will remain fixed for the duration of the contract.

8.12.4 90% of the year on year rate will be subject to adjustment annually based on the average percentage of 12 months as published by STATSSA: Consumer Price Index (P0141-Table B2 - CPI headline year-on-year rates) as follows:

- From start of 13th month to the end of the 24th month: Subject to contract price adjustment in accordance with the Consumer Price Index (P0141-Table B2 - CPI headline year-on-year rates). Base month for the price adjustment shall be three (3) calendar months prior to the date of commencement. The end month shall be three (3) calendar months prior to the 12th month.
- From start of 25th month to end of the 36th month: Subject to the contract price adjustment in accordance with the Consumer Price Index (P0141-Table B2 - CPI headline year-on-year rates). Base month for the price adjustment shall be three (3) calendar months prior to the 13th month. The end month shall be three (3) calendar months prior to 24th month.

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SHOULD THE CONTRACT BE APPROVED FOR A PERIOD LONGER THAN THE 3 YEARS (MTREF), THE FOLLOWING CPA WILL BE APPLICABLE:

- From start of 37th month to end of the 48 month: Subject to the contract price adjustment in accordance with the Consumer Price Index (P0141-Table B2 – CPI headline year-on-year rates). Base month for the price adjustment shall be three (3) calendar months prior to the 25th month. The end month shall be three (3) calendar months prior to 36th month.
- From start of 49th month to end of the 60th month: Subject to the contract price adjustment in accordance with the Consumer Price Index (P0141-Table B2 – CPI headline year-on-year rates). Base month for the price adjustment shall be three (3) calendar months prior to the 37th month. The end month shall be three (3) calendar months prior to 48th month.
- The average CPI will be calculated, the base month to the end month (both included) divided by the number of months.
- Example:
- The claim will be based on the average between the "base month" and the "end month" e.g.:
 $7+6+8+6 = 28$ ($28/4$) = 7 therefore the claim will be 7%.

8.13 RATE OF EXCHANGE VARIATIONS (ROE)

8.13.1 Only tenderers who are the direct importer of the goods may claim rate of exchange price variations.

8.13.2 If the Contract price is subject to variations in RATE OF EXCHANGE, the tender SHALL complete the Table below, failing which no claim for contract price adjustment on the basis of rate of exchange variations will be granted. Only Contractors that are directly importing the goods may claim rate of exchange variations. Contractors must take out Forward Cover on each purchase order.

8.13.3 Process to be followed when purchasing Forward Cover:

- The company will request a quotation for Forward Cover from their Bank within 7 days from receipt of the purchase order. The quotation will be based on the date of purchase order and estimated date of entry into South Africa.
- Upon receipt of the quotation for Forward Cover from the bank, the supplier needs to forward the quote within 30 minutes of receiving it from their banker to the CPA unit (e-mail address CPA.Request@capetown.gov.za and [REDACTED]). This is to ensure that the time difference from generation of the quotation for Forward Cover to finalising the Forward Cover with the Bank is kept to a minimum due to the change in the exchange rate throughout the day.
- The CPA unit will forward the quotation to the City of Cape Town's Treasury Department immediately for their consideration and approval. The cut-off time for receipt of quotations for Forward Cover will be 14h00. It must be noted that if this deadline will not be achieved, it recommended that the quotation process be undertaken on the following day.
- Once the Forward Cover rate has been approved by Treasury, the service provider will then finalise the Forward Cover Contract with their Bank at the approved rate by Treasury for that Purchase Order.

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8.13.4 On delivery of the product, the Contractor must submit the following documentation:

- The Bill of Lading/Waybill/Customs Invoice (clearly indicating the items as identified on the purchase order).

- Calculations detailing the difference in the rate of exchange based on the Forward cover obtained for the applicable purchase order and the date of tender. This must be submitted with a covering letter.

RATE OF EXCHANGE VARIATIONS - FOR TENDERERS WHO ARE DIRECTLY IMPORTING THE PRODUCTS

Exchange Rate on which tender is based: Euro 1 = SA Rand 18,9236

Name of Bank: FNB

Date of quoted rate of exchange: 3 Dec 2020

TENDERERS MUST COMPLETE THE BELOW TABLE OR SCHEDULE 11 PRICE BASIS FOR IMPORTED RESOURCES IF ROE IS APPLICABLE TO THE ITEMS ON THE PRICING SCHEDULE.

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

*Attach additional pages if required.

Attached to tender document

to
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Item No.	Amount and denomination of foreign currency required	Rate of exchange as at 14 days prior to date of tender	Equivalent in Rand of foreign currency content (column 3x2)	Amount of South African Content	Total amount (equivalent in Rand of column 3x4) (Excl. VAT)
1	2	3	4	5	6
2.1	€ 15 799.35	18.9236	R298 980.48	0	R298 980.48
2.2	€ 18 390.93	18.9236	R348 022.60	0	R348 022.60
2.3	€ 1 894.74	18.9236	R35 702.80	0	R35 702.80
2.4	€ 7 379.94	18.9236	R139 465.03	0	R139 465.03
2.5	€ 5 102.92	18.9236	R96 565.62	0	R96 565.62
2.6	€ 3 422.10	18.9236	R64 758.45	0	R64 758.45
2.7	€ 6 725.45	18.9236	R127 269.73	0	R127 269.73
2.8	€ 1 730.21	18.9236	R32 665.40	0	R32 665.40
2.9	€ 197.67	18.9236	R3 740.63	0	R3 740.63
2.10	€ 196.06	18.9236	R3 710.16	0	R3 710.16
2.11	€ 201.01	18.9236	R3 803.83	0	R3 803.83
2.12	€ 283.15	18.9236	R5 358.22	0	R5 358.22
2.13	€ 203.01	18.9236	R3 841.68	0	R3 841.68
2.14	€ 325.68	18.9236	R6 166.82	0	R6 166.82
2.15	€ 893.24	18.9236	R16 903.32	0	R16 903.32
2.16	€ 2 513.58	18.9236	R47 565.98	0	R47 565.98
2.17	€ 884.16	18.9236	R16 731.49	0	R16 731.49
2.18	€ 759.27	18.9236	R14 254.58	0	R14 254.58
2.19	€ 1 028.41	18.9236	R19 461.22	0	R19 461.22
4.1	€ 7 121.37	18.9236	R134 761.96	0	R134 761.96


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TENDER NO: 1955/2020/21

8.13.5 SUPPLIER/MANUFACTURER PRICE LIST VARIATIONS (SECTION A BELOW):

8.13.5.1 If the contract is subject to variation based on SUPPLIER/MANUFACTURER PRICE LIST VARIATIONS, the following will be applicable:

Tenderers must supply the following documentation when applying for a price variation:

- The price list that the tender was based upon clearly indicating the item numbered according to the tender pricing schedule.
- The new price list clearly indicating the item according to the tender pricing schedule from the same supplier/manufacture from date of tender
- Detailed calculations indicating how the "new" price is established
- Covering letter on a letterhead from contractor requesting the variation.
- All documentation to be signed by relevant parties prior to the date upon which the price variation would become effective. The effective date of any price increases granted will be at the date when all the above mentioned documentation is submitted.
- In instances where the contractors price claimed is less than entitled, the lesser price will be accepted. Orders placed prior to the effective date will not be allowed to be varied. Only the difference in cost will be allowed to be varied and under no circumstances may the contractor increase their profit margin.

In the event of a contractor changing their supplier/manufacture during the tenure of the contract, any request for price variations will not be considered unless the contractor obtains prior approval from the City.

A SUPPLIER/MANUFACTURER PRICE LISTS

TENDERS WHO ARE NOT THE MANUFACTURER/SUPPLIER Note: TENDERERS ARE REQUIRED TO COMPLETE BELOW. Increases using Supplier/Manufacturer Price Lists The tender price shall be subject to adjustment based on Supplier's/Manufacturer's Price Lists. Supplier/Manufacturer _____ Date of Price List/Quotation upon which tender is based _____ Price List/Quotation Reference Number _____ <i>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 must be enclosed for all items. The items referenced to 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 together with detailed calculations to this effect must be provided.</i>

8.13.5.2 Process that will be followed:

- Contractor submits all the documentation indicated above prior to the effective date of the variation.
- The City will consider the variation and based on the documentary evidence, the City may approve the variation. Letters authorising the price variation will be communicated to the contractor.
- All purchase orders from the effective date will be generated at the approved contract price.

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CONTRACT TITLE: REPAIR, REPLACE AND MAINTENANCE OF PIPELINE INSPECTION EQUIPMENT FOR THE CITY OF CAPE TOWN

Schedule 11: Price Basis for Imported Resources

[illegible]

See attached to
tender document

* State Customs Duty Tariff Reference for each Month

Winter.

Note that any Resources not inserted in this Refinement Schedule shall be deemed to be manufactured & supplied in South Africa for THE BASE DATE referred to in column (2) will not contain any foreign

shall be deemed to be manufactured) supplied in South Africa for the purposes of Contract Price Adjustment. The BASE DATE referred to in column (2) will not contain any before tender closing.

SIGNED ON BEHALF OF TENDERER



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CONTRACT NO.: TENDER 1955/2020/21

CONTRACT TITLE: REPAIR, REPLACE AND MAINTENANCE OF PIPELINE INSPECTION EQUIPMENT FOR THE CITY OF CAPE TOWN

Item Schedule	Description of Resources	VALUE OF MATERIALS REQUIRED (R) FOR ITEM				Equipment Schedule		Transportation		Total Material (R) + (D) + (E) + (F) + (G) + (H) + (I) + (J) + (K) + (L) + (M) + (N) + (O) + (P) + (Q) + (R) + (S) + (T) + (U) + (V) + (W) + (X) + (Y) + (Z)	
		Quantity	Unit Price (R)	Subtotal (R)	Rate of 20% (R)	Rate of 10% (R)	Rate of 5% (R)	Rate of 2% (R)	Rate of 1% (R)	Rate of 0.5% (R)	Rate of 0.2% (R)
2.1	CCTV Camera	18	6829	122922	24584	12292	6146	3073	1537	768	384
2.2	CCTV Lens	18	3908	70344	14069	7034	3517	1759	879	439	220
2.3	Light weight transmission cable	18	6829	122922	24584	12292	6146	3073	1537	768	384
2.4	CCTV Mobile control panel	18	6829	122922	24584	12292	6146	3073	1537	768	384
2.5	CCTV Camera elevator	18	6829	122922	24584	12292	6146	3073	1537	768	384
2.6	CCTV Auxiliary light	18	6829	122922	24584	12292	6146	3073	1537	768	384
2.7	Carrier	18	6829	122922	24584	12292	6146	3073	1537	768	384
2.8	CCTV lighting for pipes greater than 600mm to match crawler supplied	18	6829	122922	24584	12292	6146	3073	1537	768	384
2.9	20mm wide spacers	18	6829	122922	24584	12292	6146	3073	1537	768	384
2.10	30mm rubber wheels	18	6829	122922	24584	12292	6146	3073	1537	768	384
2.11	100mm ground rubber wheels	18	6829	122922	24584	12292	6146	3073	1537	768	384
2.12	100mm soft composite grease wheels with traction	18	6829	122922	24584	12292	6146	3073	1537	768	384
2.13	15mm grooved rubber wheels	18	6829	122922	24584	12292	6146	3073	1537	768	384
2.14	15mm x 70mm wide redmark rubber wheels	18	6829	122922	24584	12292	6146	3073	1537	768	384
2.15	CCTV Emergency Switch	18	6829	122922	24584	12292	6146	3073	1537	768	384
2.16	Radio detection locator: RD 7000+ RS 99 equipment	18	6829	122922	24584	12292	6146	3073	1537	768	384
2.17	Guides - Top and bottom roller guides for protection of camera cable against	18	6829	122922	24584	12292	6146	3073	1537	768	384
2.18	Rolling frame	18	6829	122922	24584	12292	6146	3073	1537	768	384
2.19	Set of plugs for sewer	18	6829	122922	24584	12292	6146	3073	1537	768	384
2.20	MoReCap 124 Video Overlay Device	18	6829	122922	24584	12292	6146	3073	1537	768	384
2.21	WinCam - Advanced or equivalent software	18	6829	122922	24584	12292	6146	3073	1537	768	384

Handwritten signature and initials: S.W.

PART 7: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

TENDER NO: 1955/2020/21

(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

Octopus Electronics (PTY) Ltd
(Supplier/Mandatory/Company/CC Name)

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

I, [REDACTED], representing

Octopus Electronics (PTY) Ltd, 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.

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 [REDACTED]

OR Compensation Insurer: [REDACTED] Policy No.: [REDACTED]

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 Sebenza on the 3rd day of December 2020

[Signature]
Witness

Signed at Cape Town on the 29th day of November 2022

[Signature]
Witness

SINETEMBA
NKUKWANA

[Signature]
for and on behalf of
City of Cape Town

Michael John Webster

[Handwritten signatures and initials]
S.N.
hyn