

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
SUPPLY CHAIN MANAGEMENT		
SCM - 542	Approved by Branch Manager: 10/04/2017	Version: 7.1 Page 1 of 121

TENDER NO: 41G/2019/20

SUPPLY, MAINTENANCE AND SUPPORT SERVICE OF ENGINEERING SOFTWARE LICENCES
(Power System Analysis Software and Earthing Design – Analysis Software)
AND
MAINTENANCE SUPPORT SERVICE OF PREPAID VENDING SYSTEM

CONTRACT PERIOD: FROM COMMENCEMENT DATE FOR A PERIOD OF 5 YEARS

**THIS TENDER WILL BE SUBJECT TO A SECTION 33 PROCESS IN TERMS OF
THE MFMA**

CLOSING DATE: 30 September 2019

CLOSING TIME: 10:00 a.m.

TENDER BOX
NUMBER: 156

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

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

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

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(1) GENERAL TENDER INFORMATION

TENDER ADVERTISED : 30 August 2019

SITE VISIT/CLARIFICATION MEETING : Not Required

VENUE FOR SITE VISIT/CLARIFICATION MEETING : Not Applicable

TENDER BOX & ADDRESS : **Tender Box as per front cover at the Tender & Quotation Boxes Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.**

The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement **"TENDER NO. 41G/2019/20 SUPPLY, MAINTENANCE AND SUPPORT SERVICE OF ENGINEERING SOFTWARE LICENCES AND MAINTENANCE SUPPORT SERVICE OF PREPAID VENDING SYSTEM"** the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.

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

CCT TENDER REPRESENTATIVE

Name: (Eng Software)

Tel. No.:

Email:

CCT TENDER REPRESENTATIVE

Name: on (Prepaid Vending System)

Tel. No.:

Email:

(2) DETAILS OF TENDERER**1.1 Type of Entity** (Please tick one box)☐ Individual/Sole Proprietor☐ Close Corporation☒ Company☐ Partnership or Joint Venture or Consortium☐ Trust☐ Other:**1.2 Required Details** (Please provide applicable details in full):

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

(3) FORM OF OFFER AND ACCEPTANCE**TENDER 41G/2019/20 SUPPLY, MAINTENANCE AND SUPPORT SERVICE OF ENGINEERING SOFTWARE LICENCES AND MAINTENANCE SUPPORT SERVICE OF PREPAID VENDING SYSTEM****ITEM 1: POWER SYSTEM ANALYSIS SOFTWARE PACKAGE****PART A (TO BE FILLED IN BY TENDERER):****2.1 Required Details** (Please provide applicable details in full):

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

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

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

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

1. confirms that it has examined the documents listed in the Index (including Schedules and Annexures) and has accepted all the Conditions of Tender;
2. confirms that it has received and incorporated any and all notices issued to tenderers issued by the CCT;
3. confirms that it has satisfied itself as to the correctness and validity of the tender offer; that the price(s) and rate(s) offered cover all the goods and/or services specified in the tender documents; that the price(s) and rate(s) cover all its obligations and accepts that any mistakes regarding price(s), rate(s) and calculations will be at its own risk;
4. offers to supply all or any of the goods and/or render all or any of the services described in the tender document to the CCT in accordance with the:
 - 4.1 terms and conditions stipulated in this tender document;
 - 4.2 specifications stipulated in this tender document; and
 - 4.3 at the prices as set out in the Price Schedule (Section 3).
5. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.
6. **This tender will be subject to a Section 33 process in terms of the MFMA.**

Signature(s)

Print name(s):

On behalf of the tenderer (duly authorised)

Date:

IT	ALS OF CITY OFFICIALS

FORM OF OFFER AND ACCEPTANCE (continued)**TENDER 41G/2019/20 SUPPLY, MAINTENANCE AND SUPPORT SERVICE OF ENGINEERING SOFTWARE LICENCES AND MAINTENANCE SUPPORT SERVICE OF PREPAID VENDING SYSTEM****ITEM 1: POWER SYSTEM ANALYSIS SOFTWARE PACKAGE****PART B (TO BE FILLED IN BY THE CITY OF CAPE TOWN)**

By signing this *Form of Offer and Acceptance* the City of Cape Town (also referred to as the 'Purchaser'):

1. accepts the offer submitted by (DETAILS OF SUCCESSFUL TENDERER, ALSO REFERRED TO AS THE "SUPPLIER") _____, thereby concluding a contract with the supplier for a contract period commencing on _____ and terminating on _____;
2. undertakes to make payment for the goods/services delivered in accordance with the terms and conditions of the Contract.
3. **This tender will be subject to a Section 33 process in terms of the MFMA.**

SIGNED AT _____ ON THIS THE _____ DAY OF _____ 20____
 (PLACE) (DD) (MM) (YY)

 Signature(s) and stamp of
 Executive Director or his/ her delegated authority

 Print name(s):
 (duly authorised in terms of the System
 of Delegations as approved by Council).

Schedule of Deviations

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

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

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.

(3) FORM OF OFFER AND ACCEPTANCE**TENDER 41G/2019/20 SUPPLY, MAINTENANCE AND SUPPORT SERVICE OF ENGINEERING SOFTWARE LICENCES AND MAINTENANCE SUPPORT SERVICE OF PREPAID VENDING SYSTEM****ITEM 2: EARTHING DESIGN AND ANALYSIS SOFTWARE PACKAGE****PART A (TO BE FILLED IN BY TENDERER):****2.1 Required Details (Please provide applicable details in full):**

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

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

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

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

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

6. This tender will be subject to a Section 33 process in terms of the MFMA.

Signature(s)

Print name(s):

On behalf of the tenderer (duly authorised)

Date:

INITIALS	OF CITY OFFICIALS
1	2 3

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 41G/2019/20 SUPPLY, MAINTENANCE AND SUPPORT SERVICE OF ENGINEERING SOFTWARE LICENCES AND MAINTENANCE SUPPORT SERVICE OF PREPAID VENDING SYSTEM

ITEM 2: EARTHING DESIGN AND ANALYSIS SOFTWARE PACKAGE

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

By signing this *Form of Offer and Acceptance* the City of Cape Town (also referred to as the 'Purchaser'):

1. accepts the offer submitted by (DETAILS OF SUCCESSFUL TENDERER, ALSO REFERRED TO AS THE "SUPPLIER") _____, thereby concluding a contract with the supplier for a contract period commencing on _____ and terminating on _____;
2. undertakes to make payment for the goods/services delivered in accordance with the terms and conditions of the Contract.
3. **This tender will be subject to a Section 33 process in terms of the MFMA.**

SIGNED AT _____ ON THIS THE _____ DAY OF _____ 20____
 (PLACE) (DD) (MM) (YY)

 Signature(s) and stamp of
 Executive Director or his/ her delegated authority

 Print name(s):
 (duly authorised in terms of the System
 of Delegations as approved by Council)

Schedule of Deviations

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.

4 Subject

Details

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.

(3) FORM OF OFFER AND ACCEPTANCE**TENDER 41G/2019/20 SUPPLY, MAINTENANCE AND SUPPORT SERVICE OF ENGINEERING SOFTWARE LICENCES AND MAINTENANCE SUPPORT SERVICE OF PREPAID VENDING SYSTEM****ITEM 3: MAINTENANCE AND SUPPORT OF EXISTING CCT POWER SYSTEM ANALYSIS SOFTWARE (ONLY)****PART A (TO BE FILLED IN BY TENDERER):****2.1 Required Details (Please provide applicable details in full):**

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

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

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

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

1. confirms that it has examined the documents listed in the Index (including Schedules and Annexures) and has accepted all the Conditions of Tender;
2. confirms that it has received and incorporated any and all notices issued to tenderers issued by the CCT;
3. confirms that it has satisfied itself as to the correctness and validity of the tender offer; that the price(s) and rate(s) offered cover all the goods and/or services specified in the tender documents; that the price(s) and rate(s) cover all its obligations and accepts that any mistakes regarding price(s), rate(s) and calculations will be at its own risk;
4. offers to supply all or any of the goods and/or render all or any of the services described in the tender document to the CCT in accordance with the:
 - 4.1 terms and conditions stipulated in this tender document;
 - 4.2 specifications stipulated in this tender document; and
 - 4.3 at the prices as set out in the Price Schedule (**Section 3**).
5. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.
6. **This tender will be subject to a Section 33 process in terms of the MFMA.**

Signature

Print name(s):

On behalf of the tenderer (duly authorised)

17 September 2019

Date

IN	CLS OF CITY OFFICIALS
	3

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 41G/2019/20 SUPPLY, MAINTENANCE AND SUPPORT SERVICE OF ENGINEERING SOFTWARE LICENCES AND MAINTENANCE SUPPORT SERVICE OF PREPAID VENDING SYSTEM

ITEM 3: MAINTENANCE AND SUPPORT OF EXISTING CCT POWER SYSTEM ANALYSIS SOFTWARE (ONLY)

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

By signing this *Form of Offer and Acceptance* the City of Cape Town (also referred to as the 'Purchaser');

1. accepts the offer submitted by (DETAILS OF SUCCESSFUL TENDERER, ALSO REFERRED TO AS THE "SUPPLIER") _____, thereby concluding a contract with the supplier for a contract period commencing on _____ and terminating on _____;
2. undertakes to make payment for the goods/services delivered in accordance with the terms and conditions of the Contract.
3. **This tender will be subject to a Section 33 process in terms of the MFMA.**

SIGNED AT _____ ON THIS THE _____ DAY OF _____ 20____
(PLACE) (DD) (MM) (YY)

Signature(s) and stamp of
Executive Director or his/ her delegated authority

Print name(s):
(duly authorised in terms of the System
of Delegations as approved by Council)

FORM OF OFFER AND ACCEPTANCE (continued)**(TO BE FILLED IN BY THE CITY OF CAPE TOWN)****ITEM 3: MAINTENANCE AND SUPPORT OF EXISTING CCT POWER SYSTEM ANALYSIS SOFTWARE (ONLY)****Schedule of Deviations****Notes:**

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

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

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.

(3) FORM OF OFFER AND ACCEPTANCE**TENDER 41G/2019/20 SUPPLY, MAINTENANCE AND SUPPORT SERVICE OF ENGINEERING SOFTWARE LICENCES AND MAINTENANCE SUPPORT SERVICE OF PREPAID VENDING SYSTEM****ITEM 4: ADDITIONAL MODULES FOR POWER SYSTEM ANALYSIS SOFTWARE****PART A (TO BE FILLED IN BY TENDERER):****2.1 Required Details (Please provide applicable details in full):**

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

AND WHO IS represented by (title/ designation)

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

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

7. confirms that it has examined the documents listed in the Index (including Schedules and Annexures) and has accepted all the Conditions of Tender;
8. confirms that it has received and incorporated any and all notices issued to tenderers issued by the CCT;
- 9.
10. 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;
11. offers to supply all or any of the goods and/or render all or any of the services described in the tender document to the CCT in accordance with the:
 - 11.1 terms and conditions stipulated in this tender document;
 - 11.2 specifications stipulated in this tender document; and
 - 11.3 at the prices as set out in the Price Schedule (**Section 3**).
12. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.
13. **This tender will be subject to a Section 33 process in terms of the MFMA.**

Signature(s)

Print name(s):
On behalf of the tenderer (duly authorised)17 September 2017
Date

INITIALS OF CITY OFFICIALS
1

FORM OF OFFER AND ACCEPTANCE (continued)

**TENDER 41G/2019/20 SUPPLY, MAINTENANCE AND SUPPORT SERVICE
OF ENGINEERING SOFTWARE LICENCES AND MAINTENANCE
SUPPORT SERVICE OF PREPAID VENDING SYSTEM**

ITEM 4: ADDITIONAL MODULES FOR POWER SYSTEM ANALYSIS SOFTWARE

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

By signing this *Form of Offer and Acceptance* the City of Cape Town (also referred to as the 'Purchaser'):

4. accepts the offer submitted by (DETAILS OF SUCCESSFUL TENDERER, ALSO REFERRED TO AS THE "SUPPLIER") _____, thereby concluding a contract with the supplier for a contract period commencing on _____ and terminating on _____;
5. undertakes to make payment for the goods/services delivered in accordance with the terms and conditions of the Contract.
6. **This tender will be subject to a Section 33 process in terms of the MFMA.**

SIGNED AT _____ ON THIS THE _____ DAY OF _____ 20____
(PLACE) (DD) (MM) (YY)

Signature(s) and stamp of
Executive Director or his/ her delegated authority

Print name(s):
(duly authorised in terms of the System
of Delegations as approved by Council)

FORM OF OFFER AND ACCEPTANCE (continued)
(TO BE FILLED IN BY THE CITY OF CAPE TOWN)

ITEM 4: ADDITIONAL MODULES FOR POWER SYSTEM ANALYSIS SOFTWARE

Schedule of Deviations

Notes:

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

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

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.

(3) FORM OF OFFER AND ACCEPTANCE**TENDER 41G/2019/20 SUPPLY, MAINTENANCE AND SUPPORT SERVICE OF ENGINEERING SOFTWARE LICENCES AND MAINTENANCE SUPPORT SERVICE OF PREPAID VENDING SYSTEM****ITEM 5: MAINTENANCE AND SUPPORT OF PREPAID VENDING SYSTEM****PART A (TO BE FILLED IN BY TENDERER):****2.1 Required Details** (Please provide applicable details in full):

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

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

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

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

1. confirms that it has examined the documents listed in the Index (including Schedules and Annexures) and has accepted all the Conditions of Tender;
2. confirms that it has received and incorporated any and all notices issued to tenderers issued by the CCT;
3. confirms that it has satisfied itself as to the correctness and validity of the tender offer; that the price(s) and rate(s) offered cover all the goods and/or services specified in the tender documents; that the price(s) and rate(s) cover all its obligations and accepts that any mistakes regarding price(s), rate(s) and calculations will be at its own risk;
4. offers to supply all or any of the goods and/or render all or any of the services described in the tender document to the CCT in accordance with the:
 - 4.1 terms and conditions stipulated in this tender document;
 - 4.2 specifications stipulated in this tender document; and
 - 4.3 at the prices as set out in the Price Schedule (**Section 3**).
5. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.
6. This tender will be subject to a Section 33 process in terms of the MFMA.

Signature(s)

Print name(s):

On behalf of the tenderer (duly authorised)

Date

INITIALS OF CITY OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)**TENDER 41G/2019/20 SUPPLY, MAINTENANCE AND SUPPORT SERVICE OF ENGINEERING SOFTWARE LICENCES AND MAINTENANCE SUPPORT SERVICE OF PREPAID VENDING SYSTEM****ITEM 5: MAINTENANCE AND SUPPORT OF PREPAID VENDING SYSTEM****PART B (TO BE FILLED IN BY THE CITY OF CAPE TOWN)**

By signing this *Form of Offer and Acceptance* the City of Cape Town (also referred to as the 'Purchaser'):

1. accepts the offer submitted by (DETAILS OF SUCCESSFUL TENDERER, ALSO REFERRED TO AS THE "SUPPLIER") _____, thereby concluding a contract with the supplier for a contract period commencing on _____ and terminating on _____;
2. undertakes to make payment for the goods/services delivered in accordance with the terms and conditions of the Contract.
3. **This tender will be subject to a Section 33 process in terms of the MFMA.**

SIGNED AT _____ ON THIS THE _____ DAY OF _____ 20____

(PLACE) (DD) (MM) (YY)

Signature(s) and stamp of
Executive Director or his/her delegated authority

Print name(s):
(duly authorised in terms of the System
of Delegations as approved by Council)

FORM OF OFFER AND ACCEPTANCE (continued)
(TO BE FILLED IN BY THE CITY OF CAPE TOWN)

ITEM 5: MAINTENANCE AND SUPPORT OF PREPAID VENDING SYSTEM

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	N/A
Details	
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2 Subject	N/A
Details	
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3 Subject	N/A
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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.

(4) PRICE SCHEDULE

THIS TENDER WILL BE SUBJECT TO A SECTION 33 PROCESS IN TERMS OF THE MFMA.

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

All descriptions or clauses where trade names or proprietary products are specified herein, are deemed to include the phrase "or equivalent."

ITEM 1: POWER SYSTEM ANALYSIS SOFTWARE PACKAGE

Item No	Description	Unit of measure	Price per unit (excl VAT) Year 1	Price per unit (excl VAT) Year 2	Price per unit (excl VAT) Year 3	Price per unit (excl VAT) Year 4	Price per unit (excl VAT) Year 5
1.1	Software Licence: (The basic server/ network licence cost for 12 concurrent users - unlimited busbars)	Lot					
1.2	Support & Maintenance: (The cost to provide technical support and software maintenance for all City users)	Lot					
1.3	Staff Training <i>Basic Software Training</i> : (The cost to provide training for 10 users)	Per Course					
1.4	Staff Training <i>Intermediate Training</i> : (The cost to provide training for 10 users)	Per Course					
1.5	Network Modelling or Software Conversion Costs: (For converting the existing HV and MV DigSilent PowerFactory models to a fully functional package offered.	Lot					
1.6	Hardware Cost (If required, shall include all related hardware costs e.g. Dongle, RAM, Graphics to run the proposed software solution on the network PC/Server and user workstations)	Lot					
1.7	Software Implementation or setup Cost (If required, shall include all related costs to assist with the installation and setup of network/Server PC and 12 user workstation)	Lot					
1.8	Per Unit Cost for Additional Licence (above the 12 users)	Each				1	

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All descriptions or clauses where trade names or proprietary products are specified herein, are deemed to include the phrase "or equivalent."

ITEM 2: EARTHING DESIGN AND ANALYSIS SOFTWARE PACKAGE

Item No	Description	Unit of measure	Price per unit (excl VAT) (Year 1)	Price per unit (excl VAT) (Year 2)	Price per unit (excl VAT) (Year 3)	Price per unit (excl VAT) (Year 4)	Price per unit (excl VAT) (Year 5)
2.1	Software Licence: (The basic server/ network licence cost for 2 concurrent users)	Lot					
2.2	Support & Maintenance: (The cost to provide technical support and software maintenance for City users)	Lot					
2.3	Staff Training Basic Software Training : (The cost to provide training for 10 users)	Per Course					
2.4	Earthing Grid Design Standardisation: (The service provider shall provide 2 HV indoor substation and 2 MV indoor substation models or designs, based on CCT data)	Lot					
2.5	Hardware required: (If required. This shall include all related hardware costs e.g. Dongle, RAM, Graphics to run the proposed software solution on the network PC/Server and user workstations)	Lot					
2.6	Software Implementation Cost: (If required. This shall include all related costs to assist with the installation and setup of network PC and 5 user workstation)	Lot					
2.7	Per Unit Cost for Additional Licence (above the 2 users)	Each					

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All descriptions or clauses where trade names or proprietary products are specified herein, are deemed to include the phrase "or equivalent."

ITEM 3: MAINTENANCE AND SUPPORT FOR EXISTING CCT POWER SYSTEM ANALYSIS SOFTWARE (ONLY)

Item No	Description	Unit of measure	Price per unit (excl VAT) (Year 1)	Price per unit (excl VAT) (Year 2)	Price per unit (excl VAT) (Year 3)	Price per unit (excl VAT) (Year 4)	Price per unit (excl VAT) (Year 5)
3.1	Extended Maintenance Support Service (The cost to provide maintenance and technical support for the existing CCT DigSilent PowerFactory licence)	Lot	R198 834.48	R198 834.48	R198 834.48	R198 834.48	R198 834.48
3.2	Per Unit Cost for Additional Licence (above the 11 users)	Each	R39 659.76	R4 759.17	R4 759.17	R4 759.17	R4 759.17

ITEM 4: ADDITIONAL MODULES FOR POWER SYSTEM ANALYSIS SOFTWARE

MAINTENANCE COST FOR LICENCE FROM YEAR 1

Item No	Description	Unit of measure	Price per unit (excl VAT) (Year 1)	Price per unit (excl VAT) (Year 2)	Price per unit (excl VAT) (Year 3)	Price per unit (excl VAT) (Year 4)	Price per unit (excl VAT) (Year 5)
4.1	Power Quality and Harmonics Analysis Module: (Harmonic voltage and current with various distortion indices) Tender to indicate Similar modules (1 user)	Each	R108 578.48	R13 029.42	R13 029.42	R13 029.42	R13 029.42
4.2	Electromagnetic Transients (EMT) Analysis Module: Simulate transients such as lightning, switching and temporary over-voltages, inrush currents, ferro-resonance effects) Tender to indicate Similar modules (1 user)	Each	R135 877.80	R16 305.30	R16 305.30	R16 305.30	R16 305.30
4.3	Protection Function Module: (Basic Overcurrent-time & Distance functions) Tender to indicate Similar modules (1 user)	Each	R134 765.78	R16 171.89	R16 171.89	R16 171.89	R16 171.89

All descriptions or clauses where trade names or proprietary products are specified herein, are deemed to include the phrase "or equivalent."

ITEM 5: MAINTENANCE AND SUPPORT OF THE PREPAID VENDING SYSTEM

Item No	Description	Unit of measure	Price per unit (excl VAT) From Commencement (Year 1)	Price per unit (excl VAT) Year 2	Price per unit (excl VAT) Year 3	Price per unit (excl VAT) Year 4	Price per unit (excl VAT) Year 5
5	Support Resources for Prepaid Vending System (Hourly rates)						
5.1	Senior Developer	R/h					
5.2	Senior DBA Administrator	R/h					
5.3	Application System Administrator	R/h					
5.4	Project Manager	R/h					
5.5	Business Analyst	R/h					
5.6	Specialist Test Analyst	R/h					
5.7	System Analyst	R/h					
5.8	Solution Architect	R/h					
5.9	Specialist Senior Support	R/h					
5.10	Specialist Senior Development	R/h					

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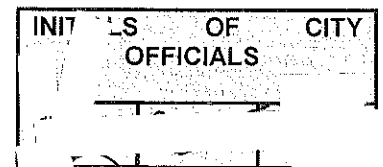
Pricing Instructions:

- 3.1 State the rates and prices in **Rand** unless instructed otherwise in the tender conditions.
- 3.2 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.3.3
- 3.3 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.
- 3.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 3.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 3.6 The successful tenderer is required to perform all tasks listed against each item an offer is made. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate (or rates, in the case of rate categories if provided) 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 evaluated as a nil rate having been entered against that item, i.e. that there is no charge for that item.**
- 3.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.
- 3.8 This tender will be subject to a Section 33 process in terms of the MFMA.
- 3.9 **Tenderers may submit bids for any of the items 1, 2, 3 or 5 by completing the relevant pricing Schedule. Tenderers who submit bids for items 1 or 3 must also price for item 4.**
- *Item 1 –Power System Analysis Software Package as possible replacement for the existing CCT DigSilent PowerFactory software package*
 - *Item 2 –Earthing Design and Analysis Software Package*
 - *X Item 3 – Extended Maintenance Support for existing CCT Power System Analysis Software Item -7*
 - *X Item 4 – Additional Modules for Power System Analysis Software -7*
 - *Item 5 – Prepaid Vending System Maintenance and Support*

Tenderers shall clearly indicate by completing the table below for which Item/s an offer/s are submitted.

Item No.	Description of Items	Tender Offered for Item (Indicate yes or No)
Item 1	Power System Analysis Software Package as replacement for the existing CCT DigSilent PowerFactory software package	Yes / ☒ No
Item 2	Earthing Design and Analysis Software Package	Yes / ☒ No
Item 3	Extended Maintenance Support for existing CCT Power System Analysis Software	☒ Yes / No
Item 4	Additional Modules for Power System Analysis Software	☒ Yes / No
Item 5	Prepaid Vending System Maintenance and Support	Yes / ☒ No

- 3.10 All related cost to implement the Power System Analysis Software (Item 1) and Earthing Design / Analysis Software (Item 2) in its entirety as a solution to the existing CCT software packages, must be included in the proposal.
- 3.11 **Tenderers are to comply with the following requirements with respect to pricing for items that are inter-related:**
- 3.11.1 Tenderers pricing for Item 1.1 (Power System Analysis Software Licence) must price for items 1.2 - 1.6 as these items are considered essential for a fully functional implementation over the contract duration.
- 3.11.2 Tenderers pricing for Item 2.1 (Earthing Design - Analysis Software Licence) must price for items 2.2 - 2.5 as these items are considered essential for a fully functional implementation over the contract duration.
- 3.11.3 Tenderers pricing for Item 1 (Power System Analysis Software Licence) must include prices for Items 4.1 - 4.3 (Additional software modules)
- 3.11.4 Tenderers pricing for Item 3 (Maintenance and Support for Existing CCT Power System Analysis Software) must include prices for Items 4.1 - 4.3 (Additional software modules)
- 3.11.5 Where the tenderer deems it necessary to facilitate with the setup, installation and testing of the software at CCT offices, a price shall be entered against Item 1.7 and Item 2.6. The price for Year 1 shall include the support service to setup, install and test one (1) network/ server PC and twelve (12) workstations PCs. The price for the outer/ subsequent years shall only include the setup and installation for one (1) new user workstations PCs.
- 3.11.6 Tenderers who offers a software package solution with capabilities of performing Power System Analysis (Item 1) and Earthing design (Items 2) are required to submit independent prices for Item 1 and 2, as these items may be awarded separately.



(5) SPECIFICATION(S)**TRADE NAMES OR PROPRIETARY PRODUCTS**

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

All descriptions or clauses where trade names or proprietary products are specified herein, are deemed to include the phrase "or equivalent."

THIS TENDER WILL BE SUBJECT TO A SECTION 33 PROCESS IN TERMS OF THE MFMA.**1. INTRODUCTION**

The City of Cape Town Electricity Generation and Distribution Department currently uses DigSilent PowerFactory as the primary Power System Analysis software and SES – Autogrid Pro as the Earthing Design / Analysis Software respectively. The current Prepaid Vending System (PVS) which supports all the City's prepaid electricity customers is an Ontec system.

The maintenance agreements, support services and/or licences for the existing engineering software packages and prepaid vending system are coming to their end of terms. The City resolved to make use of an open and comparative tender process to procure these services and licences. Tenderers are therefore encouraged to submit bids for Items 1, 2, 3 or 5 which are compliant with the requirements of the specification.

Both Power System Analysis software and Earthing Design / Analysis Software-packages are network server based software and extensively used by the City's network planners, substation designs engineers, system control officers and protection engineers. The software is currently used for both High Voltage and Medium Voltage networks and thus integral resource tools to City of Cape Town Engineering Department. Tenderers who offers software packages as a replacement to the existing engineering packages shall ensure a seamless transition with minimum downtime / unavailability are achieved.

The City's Prepaid Vending System (PVS) has five hundred and eighty thousand (580 000) electricity prepaid customers which utilises the Ontec system for purchasing of electricity. It is therefore essential that the PVS have minimum downtime (offline) in order for the City to serve its customers effectively. The City's Electricity Prepaid Vending Branch requires the expertise of a service provider to ensure the system is maintained and supported adequately.

EMPLOYER'S OBJECTIVE

The Employer's objective is to ensure the engineering software packages used for network planning, substation design and system analysis are compliant with IEEE standards and have a proven track record throughout electrical utilities and municipalities nationally and internationally. The Employer will also ensure the tenderer providing the maintenance and support service for the prepaid vending system have the necessary accreditation, skilled staff and rapid response time.

2. OVERVIEW OF THE REQUIREMENTS

The City of Cape Town Electricity Generation and Distribution department requires vendors to supply and deliver reputable engineering software packages/ licences which allow engineering staff to perform detailed Power System Analysis and Earthing Design and Analysis. Maintenance and technical support service shall also be provided to ensure the engineering software packages offered performs optimally over the period of this contract. The City also requires the services of a specialist team to support and maintain the prepaid vending system on an ad-hoc basis.

2.1 DESCRIPTION OF THE SERVICES REQUIRED FOR ENGINEERING SOFTWARE PACKAGES

The Employer shall provide the necessary network server and workstation PCs to install and operate the engineering software packages. The Employer shall also ensure authorisation is granted by the corporate IS&T department to install and operate the software licence/s on the CCT network. The employer shall grant access to the tenderer to install and maintain the network server licence and/or workstations as and when required. The tenderer (service provider) is required to provide the following goods and services for the period of the contract:

- a) Software Licence
A network or server based software licence with multi-user access (concurrent users) as defined in the specification. The software shall be compatible and able to operate with the latest Microsoft Windows operating system.
- b) Maintenance Service
An maintenance agreement/contract shall be undertaken between the City and the engineering software service provider/s. The maintenance and support service for the engineering software shall include installation support, version and service packs updates to ensure the software performs optimally.
- c) Technical support Service
This service shall include telephone hotline, access to frequent asked questions, advance tutorials, technical application examples and videos. The tenderer (service provider) shall be required to respond to support requests within 24 hours.
- d) Hardware
This will typically include the USB hard-lock "dongle" which contain all licensed functions. The tenderer shall specify any additional hardware requirements for optimal operation of the software. The specified hardware shall be compatible with both MS Windows 32- and 64-bit versions.

2.1.1 Requirements and Capabilities of the Power System Analysis Software Package

For the past 12 years the City have been using the DigSilent PowerFactory software for Power System Analysis and therefore it is imperative for tenderers to offer software which are commercially available with similar capabilities and functionality as specified below.

The contractor (service provider) shall install and test the software and thereafter import (or rebuild) the existing CCT DigSilent PowerFactory network model into the software offered.

The Power System Analysis Software Package offered for **Item 1.1** should at a minimum be able to perform the following:

<u>Requirement</u>	<u>Functional description</u>
Maximum number of busbars or nodes	Unlimited AC and DC busbars / nodes
Load Flow Analysis	Full AC Newton-Raphson technique balanced and unbalanced Active, reactive power and voltage regulation options (SVC, shunt and tap controllers) Generator models that facilitate capability curves Functionality for scaling of various loads and generation outputs
Short-Circuit Analysis	Different representations and calculation methods - IEC 60909, IEEE 141/ANSI C37, VDE 0102/0103, G74 and IEC 61363 and Superposition method DC grids short-circuit currents IEC 61660 and ANSI/IEEE 946. Multiple fault analysis of any kind of fault
Basic MV/LV Network Analysis	Voltage profile plots for single and multiple feeders Feeder analysis tools incl. feeder load scaling for simple & meshed feeders. Radial feeder tools for voltage and phase technology change tool.
Power Equipment Models or Templates	Comprehensive list of power equipment models or templates for; Synchronous and asynchronous motor/generator Static generator model representing wind- and PV PV system with integrated solar radiation power calculation External grids, AC and DC voltage and current sources Simple and complex load models, Static Var compensation (SVC), shunt/filter models, OHL, cable, branches, line couplings, tower geometries, cable systems, busbar trunking systems, 2& 3-winding transformer and auto transformer, Voltage regulator, reactor, series capacitor, common impedance Controllers objects such as station & secondary controller, Transformer tap controller, virtual power plants, capability curves

Network Representation	Radial or meshed 1ph, 2ph, 3ph and 4-wire AC and DC networks Switches and substation equipment such as CB, fuse, disconnector, load break switch, grounding switch, NEC/NER, surge arrester, CT, VT, CVT, etc.
Network Model Management	Network or server based system Multi-User functionality (simultaneous user or concurrent user sessions) Flexible grouping and filter functionality for equipment models Network Model Manager and administrator function
Network Diagrams and Graphic Features	Detailed single line diagrams showing switches and component Network Overview Diagrams Graphic search option for network elements in diagrams, Annotation layers for enriched visualisation options (including shapes, texts, pictures, plots, etc.) User-definable Symbols and Composite Graphics Numerous diagram colouring and result visualisation Navigation Pane facility (for large networks models)
Results and Reporting	Set of load flow calculation quantities (Voltage, Amps, MW, MVar, %rated/loading, Hz, power angles, losses, Pf, Pos-Neg-Zero sequence comp.) Short-circuit calculation quantities (Amps, bus voltage, MVA, S/C- impedance, X/R ratio, angles) Text and interactive spreadsheet reports (export function) Comprehensive reporting in network diagrams Result comparison function
Data Converter	PSS/E, PSS/U (Siemens/PTI), Reticmaster and Digsilent Note; these data sets are commonly shared amongst local municipalities and utilities
Quasi-Dynamic Simulation	Medium- to long-term simulations based on steady-state analysis Time and Time-Profile characteristics for modelling Network variations with simulation plots and reports
Scripting and Automation	Integration of Python or similar as programming language with full control of power system data Add-on Modules with extendable function and user-definable input attributes and result parameters

Addition function or modules to be procured as and when required

Requirement	Functional description
Protection Functions (Overcurrent-time & Distance Overcurrent-Time Protection)	Basic and Time-Overcurrent Protection and Distance protection functions or module Various relay models suitable for steady-state, RMS and EMT calculations Graphically display of time distance diagrams or Overcurrent-time diagrams Distance Protection-representation of protection zones reach diagrams
Power Quality and Harmonics	Harmonic voltage and current with various distortion indices such as THD, HD, HF, THF, TAD, TIFmx, Flicker Assessment for short- and long-term flicker disturbance Waveform plots
Electromagnetic Transients (EMT)	Analysis of transient problems such as lightning, switching and temporary over-voltages, inrush currents, ferro-resonance effects or sub-synchronous resonance problems Power electronic devices and discrete components (diode, thyristor, PWM converter, rectifier/inverter, DC valve, soft starter Simulation of electromagnetic transients in multiphase AC and DC systems Insulation coordination analysis including temporary (TOV), switching (SOV) and lightning (LOV) transient over-voltages
Reliability Assessment	Analysis/ Calculate of expected interruption frequencies and annual interruption costs for different equipment failure models Contingency studies for optimal power restoration Configuration of statistical methods/models for reliability assessment based on IEEE 1366 (load and tariff variations)

2.1.1.1 Support & Maintenance for Power System Analysis Software

This support and maintenance service shall include all billable hours and the related costs to maintain the network server licence and 12 user workstations for the duration of the contract. The maintenance service shall include installation support, version updates and service packs to ensure the software performs optimally. The support service for the duration of the contract shall include a telephone hotline, access to frequent asked questions, advance tutorials, technical application examples and videos. The tenderer (service provider) shall be required to respond to support requests within 24 hours.

2.1.1.2 Network Modelling or Software Conversion for Power System Analysis Software

The existing CCT HV network model is separated in four (4) discrete network or load areas. Each network area incorporates a portion of Eskom's transmission and distribution networks. The entire HV power system model contains approximately 220 busbars (double and single), 365 power transformers devices, 400 general load devices and approximately 1050 line devices (incl. cables, OH lines).

The CCT MV networks models are also segregated in areas with approximately 50 busbars and 1000 power equipment devices (incl. transformers, loads, cables and OH lines) model for each load area.

The tenderer shall ensure that these network models are fully represented and functional in the proposed software offered. Graphic features for the various network models shall include detailed single line diagrams per substation or busbar showing full switches and components. A detail network overview diagram/s linking the various substation models and power equipment devices to one graphical overview shall also be created.

The City will furnish the successful tenderer with all the relevant data and diagrams of the existing network models (including soft copy) to transfer to the new power system software. This transfer of network models can either be done by a conversion tool or scrip or by re-modelling the entire CCT network.

The City requires that the migration of models and case files from the existing DigSilent PowerFactory to the new software offered, be a seamless transition with minimum downtime or unavailability of power system analysis software. The tenderer shall detail in Schedule 16 (G), how this seamless transition will be achieved.

2.1.1.3 Training (Basic and Intermediate) for Power Analysis Software

The service provider shall provide training to the City to enable the Employer's staff to be proficient with the software package (simulations, analysis and design) offered. The training offered shall be divided into two training sessions/courses, Basic training and Intermediate training. A maximum of ten (10) personnel per session shall be accommodated.

a) The Basic software training shall include, but not be limited to, the following:

- Theoretical and practical demonstration of installation, setting, configuration and main functionality
- Graphical user interface and constructing of networks using the single line diagram and network elements.
- Configuration of network models used for lines, cables, transformers, loads, synchronous and machines
- Performing a load flow and interpretation of load flow results using build-in tools
- Performing short circuit calculations single bus fault, all busses faulted, multiple faults
- Database functionality and built in Library and creating a user library
- Configuration of results and reporting
- Dealing with different network cases (Scenarios & Variations)
- Importing and Exporting of data
- Testing, troubleshooting and repair of network models

b) The Intermediate software training shall include, but not be limited to, the following:

Embedded Generators

- Theoretical and practical demonstration of modelling wind turbines, synchronous generators and PV systems (PV curves, reactive power capability curves)
- Performing dynamic analysis on wind turbines, synchronous generators and PV systems
- Defining load profiles and performing load profile studies
- Plotting of results and validating grid code compliance for renewable energy components

- Protection relay modelling and structure of relay models
 - Relay library configuration and using standard protection elements in library
 - Application of over-current-time relays and distance protection relays
 - Creating CTs and VTs modules
 - Application of motor protection and transformer protection (optional)
 - Creating time distance diagrams
- EMT Analysis (Electromagnetic Transient)
 - Performing time domain simulations and plotting of result
 - Transformer and Capacitor switching (inrush currents, harmonics and saturation curves)
 - Lightning transient impulses (flashover and back flashovers)
 - Switching Transients (overhead line switching and surge arrester switching)
- Scripting and Automation–
 - Basic Program Scripting using Python
 - Execution of Commands with Python
 - Report Results, and setup of results file
 - Testing, troubleshooting and repair of network models

The training proposal shall include a description of the contents and duration of each course and prerequisites, if any, required of course participants. The outlines shall be in sufficient detail to evaluate the course material. The proposal shall be submitted with the tender.

The principal instructors shall have proven prior experience in conducting the specified training. The instructors shall have a complete and thorough knowledge of the equipment and course materials.

The City have approximately 30 individuals who are proficient in PowerFactory and require no further training on this software. However, training will be required for the alternative software and the courses shall be given to groups of 10 individuals. The number of people attending any given course will vary as operational requirements dictate.

Training Material or training manual:

Each course participant shall receive a copy of the training manuals and other pertinent materials with all changes and revisions to manuals and other documentation used during the training courses.

All training will be undertaken at Employer's premises in Bloemhof or Brackenfell complexes unless otherwise advised by the Employer. All PCs will be provided by the City, however the software training licences should be provided. Where training are offered using web-based or interactivity webinar methods the tenderers shall submit detail proposal with the tender for approval by Employer.

The price for each session/ course shall include all preparation, travelling, accommodations and incidental costs for the trainer, including all course materials. The City will accommodate its own staff.

2.1.1.4 Software Setup and Implementation for Power System Analysis Software

The tenderer shall be accountable to provide the necessary software installation files to the Employer on a CD or memory stick. Both the network/ server and individual workstations files shall be compatible with the latest Microsoft Windows operating system. Software that requires remote server certification or certificates on consecutive login, will not be accepted.

Where the tenderer elects to be actively involve with the implementation and installation of software during the initial setup phase at the Employers premises, a once-off price shall be enter against Item 1.7 (Year 1) for the support service to install and test the software on one (1) network/ server PC and twelve (12) workstations PCs. All subsequent implementation and setups support shall be priced per individual new user. Note: CCT do have IT administrators which can assist users with the implementation and installation of software.

2.1.1.5 Hardware Requirements for Power System Analysis Software

All related hardware (e.g. Dongle, RAM, Graphics) required for optimal utilisation of the software shall be supplied by the tenderer. This shall include hardware for both the network/ server PC and individual workstations. The tender shall enter a once-off price against Item 1.7 (Year 1) for the provision of hardware for one (1) network/ server PC and twelve (12) workstations PCs. All subsequent hardware supplied shall be priced per individual user.

Full details of the hardware supplied shall be submitted with tender. The tenderer shall also specify the minimum hardware and system requirements (server and workstations) for installation of software.

The supplier of the **Power System Analysis software** should allow for seamless migration from the existing CCT software to the new power system analysis software.

2.1.2 Requirements and Capabilities of Earthing Design / Analysis Software

The City have been using the SES Autogrid Pro software for substation earth grid designs and earthing analysis for the past 5 years and therefore it is imperative for tenderers to offer software which are commercially available with similar capabilities and functionality as specified below.

The Earthing Design / Analysis Software solution for **Item 2.1** should at a minimum be able to perform the following:

<u>Requirement</u>	<u>Functional description</u>
Soil structures Analysis	Computation of earth or soil structure comprising of uniform and two horizontal layers Supports input data based on the Wenner, Schlumberger and Dipole-Dipole methods Account for different probe depths in the computation
Modelling and Analysis of Grounding Grids	Modelling arbitrarily shaped earth grid buried at different depths Flexibility to select different type and size of grounding conductor/s Computation of ground potential rise (GPR), safe step and touch potentials Defined user input parameters such as; fault clearing time, earth surface covering layer (resistivity and thickness), subsurface layer resistivity, body resistance and resistance of protective wear, such as gloves or boots, and Generates safety threshold values using IEEE Standard 80, IEC 479 Modelling arbitrary metallic structures - return conductors and various buried structures (e.g. pipelines and fences)
Fault Current Distribution	Calculates fault current distribution at multiple terminals Supports modelling of earth/ shields wires on transmission lines and distribution feeders Supports modelling of cable sheaths Performs current split calculation and provides fault current distribution into the grounding grid, shield wires, tower structures and cable sheaths Investigate potentials and currents diverted (transferred) to nearby buried metallic structures
Conductor Ampacity Calculator	Determine the minimum size of conductors current carrying capability Expected temperature rise of conductors
Additional Requirements	Features to generate different types of observation points either automatically or by the user. Quickly tools with the functionality to estimate the resistance of various grounding systems or to predict the size (dimension) or configuration of the grounding system based on resistance specified
Network and Database Management	Network or server based system Multi-User functionality (simultaneous user or concurrent user sessions) Flexible grouping and filter functionality for conductors and rod models Database functionality and built in library
Diagrams, Graphic Features and Reporting	2D-curve and 3D-perspective plots Colour intensity plots highlighting step and touch potentials Contour plots Numerous diagram colouring and result visualisation Displays computation results directly over the grounding system configuration at various observation profiles Computation results available in various graphical views and print formats Text reports and list of materials

2.1.2.1 Support & Maintenance for Earthing Design / Analysis Software

This support and maintenance service shall include all billable hours and the related costs to maintain the network server licence and 2 user workstations for the duration of the contract. The maintenance service shall include installation support, version updates and service packs to ensure the software performs optimally. The support service for the duration of the contract shall include a telephone hotline, access to frequent asked questions, advance tutorials, technical application examples and videos. The tenderer (service provider) shall be required to respond to support requests within 24 hours

2.1.2.2 Basic Earthing Grid Model or Standard Template for CCT Substations

The City of Cape Town High voltage and MV voltage substation designs philosophy is to have all electrical equipment enclosed indoors. The electrical network are primarily underground cable networks with indoor GIS and metal-clad switchgear. The City requires the tenderer to design standard earth grid models/ templates for two (2) HV indoor substation and (2) MV indoor substation based on CCT data provided.

The tenderer shall ensure that these earthing models are fully represented and functional in the proposed software offer. The City will furnish the successful tenderer with all the relevant data (soil resistivity, cable data and fault levels) to produce earth grid models that is acceptable.

2.1.2.3 Training (Basic and Intermediate) for Earthing Design / Analysis Software

Training in City Cape Town shall be provided to enable the Employer's staff to be proficient to conduct earth grid designs and analysis with the software offered. The training offered shall be the basic training sessions/courses. A maximum of ten (10) personnel per session shall be provided.

The Basic software training shall include, but not be limited to, the following:

- Theoretical and practical demonstration of the earthing designs and analysis software main functionality
- Earth resistivity measurement and interpretation techniques
- Soil model equivalence and soil layer resolution based on computer simulations
- Soil resistivity test measurements (Fall of Potential, touch and step voltage field measurement)
- Design and analysis of simple and complex grounding systems
- Modelling of transmission line, buried cable and buried pipelines
- Fault current distribution (split) computation
- Metallic structures such as pipelines, fences earthing (transferred voltage)
- Safety concepts related to body currents, body impedances and foot resistances

A training proposal shall be compiled and shall include a description of the contents and duration of each course and prerequisites, if any, required of the course participants. The outlines shall be in sufficient detail to evaluate the course material. The proposal shall be submitted with the tender.

The principal instructors shall have proven prior experience in conducting the specified training. The instructors shall have a complete and thorough knowledge of the equipment and course materials.

The City have individuals who are proficient in SES Autogrid Pro software. However, training will be required for the alternative software and the courses shall be given to groups of 10 individuals. The number of people attending any given course will vary as operational requirements dictate.

Training Material or training manual:

Each course participant shall receive a copy of the training manuals and other pertinent materials with all changes and revisions to manuals and other documentation used during the training courses.

All training will be undertaken at Employer's premises in Bloemhof or Brackenfell complexes unless otherwise advised by the Employer. All PCs will be provided by the City, however the software training licences should be provided. Where training are offered using web-based or interactivity webinar methods the tenderers shall submit a detail proposal with the tender for approval by Employer.

The price for each session/ course shall include all preparation, travelling, accommodations and incidental costs for the trainer including all course materials.

2.1.2.4 Software Setup and Implementation for Earthing Design / Analysis Software

The tenderer shall be accountable to provide the necessary software installation files to the Employer on a CD or memory stick. Both the network/ server and individual workstations files shall be compatible with the latest Microsoft Windows operating system. Software that requires remote server certification or certificates on consecutive login, will not be accepted.

Where the tenderer elects to be actively involve with the implementation and installation of software during the initial setup phase at the Employers premises, a once-off price shall be enter against Item 1.5 (Year 1) for the support service to install and test the software on one (1) network/ server PC and two (2) workstations PCs . All subsequent implementation and setups support shall be priced per individual new user. Note, CCT do have IT administrators which can assist users with the implementation and installation of software.

2.1.2.5 Hardware requirement for Earthing Design / Analysis Software

All related hardware (e.g. Dongle, RAM, Graphics) required for software to function optimally shall be supplied by the tenderer. This includes hardware for both the network/ server PC and individual workstations. The tenderer shall enter a once-off price against Item 2.6 (Year 1) for the provision of hardware for one (1) network/ server PC and two (2) workstations PCs. All subsequent hardware supplied over the period of the contract shall be priced per individual user.

Full details of the hardware supplied shall be submitted with tender. The tenderer shall also specify the minimum hardware requirements (sever and workstations) for installation of software

2.1.3 City of Cape Town Network Server and Workstation Specification

The City of Cape Town's IS&T department have the following technical specifications of which the offered software solutions must adhere to, to function in the Microsoft environment for effective functionality:

- **Server Applications**

Operating Systems

Technology	Status
Microsoft	MS Windows server 2012 R2 as the minimum standard

Database

Technology	Status
Microsoft	MS Windows server 2012 R2 as the minimum standard

Server Virtual Machine

Non SAP Applications and databases are hosted in the Virtual Machine (VM) Servers

Technology	Status
Microsoft	MS Windows server 2012 R2 as the minimum standard

Server Management

Technology	Status
Microsoft	MS Windows server 2012 R2 as the minimum standard

Authorization and Authentication

Technology	Status
Microsoft	Active Directory Services (Windows Server 2012)

- **Desktop / Workstation Applications**

Operating Systems

Technology	Status
Microsoft	Windows 7 64 bit Enterprise and Windows 10 64 bit Professional and Enterprise as the minimum standard

Desktop Productivity Suite

Technology	Status
Microsoft	Office Professional Plus 2010 as the minimum standard {Word, Excel, PowerPoint, Outlook, OneNote, InfoPath reader(electronic forms client), Lync (corporate instant-messaging client), SharePoint Workspace}

Internet Browser Software

Technology	Status
Microsoft	MS Windows server 2012 R2 as the minimum standard

Anti-Malware Software

Technology	Status
Microsoft	MS Windows server 2012 R2 as the minimum standard

Notwithstanding the payment conditions set out in the Special Conditions of Contract, the service provider shall note that the software licences and /or software maintenance shall have an annual payment cycle. The tenderer/ service provider shall submit a pro-forma invoice to the City of Cape Town, at least one (1) month prior to the annual payment cycle date.

2.2 DESCRIPTION OF THE SERVICES REQUIRED FOR PREPAID VENDING SYSTEM

The tenderer (service provider) shall be required to have a local office in Cape Town in order to respond to onsite support requests within 24 hours. The tenderer cannot be granted remote access to the prepaid vending system, all access must be from the Employer's premises due to audit requirements of the prepaid vending system. The Employer shall provide access to the tenderer (service provider) to maintain the prepaid vending system as and when required. The tenderer is required to provide the following services for the period of the contract.

2.2.1 Maintenance Service

As part of the maintenance agreement the service provider shall ensure the City of Cape Town PVS remains compliant with the Standard Transfer Specification (STS) for prepayment systems. The service will therefore include implementation of any version upgrades and patches to ensure the system performs optimally.

2.2.2 Technical support Service

This service shall include telephone hotline service for escalation of critical PVS faults. Furthermore, the service provider shall;

- Assist with any City PVS issues.
- Implement code changes, fixes and updates if and when required to the City's PVS
- Test, maintain and develop integrations to SAP

The tenderer shall ensure the following key personnel is in its permanent employment at the close of tender. Alternatively, a signed undertaking from a specialist consultant/firm having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-consultant agreement, will be acceptable. Such undertaking must be attached to the schedule titled Key Personnel, Returnable Schedules 15.

The Professional Service Provider shall maintain the involvement of the following key personnel as the exigencies of this contract require:

Senior Developers, with greater than 3 years' experience in supporting and developing the current versions of software in use in the City of Cape Town's (CCT) Prepaid Vending System (PVS).).

Senior DBA Admin, will be responsible for giving advice assisting with testing and assisting with implementation of changes as well as support for the CCT's PVS database systems.

The Application System Administrator, will give advice for implementation and have faults escalated to for the essential parts of the CCT PVS systems.

The Project Manager, is to run the project from the tenders' perspective during projects. The project manager would be the contact person for the various projects and be responsible for deliverables and timelines. The project manager could be assigned on a per project basis.

Business Analyst, is to create a detailed business analysis, outlining problems, opportunities and solutions during the projects with the CCT, to ensure the goals of each project for the CCT are understood and implemented.

The Specialist Test Analyst, is to ensure the implemented changes have test procedures and can be tested fully. This would include the software test designs and implementation.

System Analyst, must work with the business analyst to ensure the CCT's goals are implemented in the completed project as expected.

The Solution Architect, must take charge of leading the introducing the overall technical vision for a particular solution during any changes to the CCT's PVS to ensure goals are met.

Specialist Senior Support, would be the final escalation level to resolve and issue or complete a specific complicated change. The Specialist would have more in-depth knowledge or understanding of specific areas of the PVS.

Specialist Senior Development, will have significant experience in supporting and developing the current versions of software in use in the City of Cape Town's (CCT) Prepaid Vending System (PVS); as well as specific extra knowledge of the complexities and/or specific areas of the PVS of the City of Cape Town

Should it become necessary to replace any of the key personnel listed at the time of tender during the course of this contract, they may only be replaced by individuals with similar or better qualifications and experience, who satisfy the minimum requirements and then only with the approval of the Employer

Associated Standards for PVS

The Prepaid Vending System is an STS compliant system and conforms to

SANS 1524 : Electricity dispensing systems
 NRS 009-2-3 : Electricity sales systems
 IEC 62055-41 : ELECTRICITY METERING - PAYMENT SYSTEMS
 IEC 62055-51 : ELECTRICITY METERING - PAYMENT SYSTEMS

Notwithstanding the payment conditions set out in the Special Conditions of Contract, the service provider shall note in respect of time based services, the allocation of staff and duration must be agreed with the employer before such services are rendered. The quantities of work accepted and certified for payment will be used for determining payments due.

3. 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.

4. FORMS FOR CONTRACT ADMINISTRATION

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

- Monthly Project Labour Report **Not Applicable** (Annex 3).
- B-BBEE Sub-Contract Expenditure Report (Annex 4).
- Joint Venture Expenditure Report (Annex 5).

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.

(6) CONDITIONS OF TENDER**6.1 General****6.1.1 Actions**

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

The parties agree that this tender and its acceptance shall also be subject to the terms and conditions contained in the CCT's Supply Chain Management Policy ('SCM Policy').

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

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

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

6.1.2 Interpretation

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

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

6.1.3 Communication during tender process

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

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

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

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

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

6.1.5 Procurement procedures**6.1.5.1 General**

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

6.1.5.2 Proposal procedure using the two stage-system

A two-stage system will **not** be followed.

6.1.6 Objections, complaints, queries and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court**6.1.6.1 Disputes, objections, complaints and queries**

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

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

6.1.6.2 Appeals

- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the City, may appeal against that decision by giving written notice of the appeal and reasons to the City Manager within 21 days of the date of the notification of the decision.
- b) An appeal must contain the following:
 - i. Must be in writing
 - ii. It must set out the reasons for the appeal
 - iii. It must state in which way the Appellant's rights were affected by the decision;
 - iv. It must state the remedy sought; and
 - v. It must be accompanied with a copy of the notification advising the person of the decision

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

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

6.1.6.4 All requests referring to sub clauses 6.1.6.1 and 6.1.6.2 must be submitted in writing to:

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

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

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

Via fax at:

Via email at:

6.1.6.5 All requests referring to clause 6.1.6.3 regarding access to information or reasons must be submitted in writing to:

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

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

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

Via fax at:

Via email at:

6.1.7 City of Cape Town Supplier Database Registration

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

Tenderers who wish to register on the City of Cape Town's Supplier Database may collect registration forms from the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel: 021 460 8100). Registration forms and related information are also available on the City of Cape Town's website www.capetown.gov.za (follow the Supply Chain Management link to Supplier registration).

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

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

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

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

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

6.2 Tenderer's obligations

6.2.1 Responsiveness Criteria

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

6.2.1.1.1 Submit a tender offer

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

6.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

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

- a) Full name of tendering entity to be provided;
- b) Identification number or company or other registration number to be provided;
- c) Tax reference number to be provided;
- d) VAT registration number (if any) to be provided;
- e) A completed **Certificate of Authority for Partnerships/Joint Ventures/ Consortiums** to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's (applicable schedule to be completed);
- f) A copy of the partnership / joint venture / consortium agreement to be provided.
- g) A completed **Declaration of Interest – State Employees** to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule to be completed);
- h) A completed **Declaration – Conflict of Interest and Declaration of Bidders' past Supply Chain Management Practices** to be provided and which does not indicate any conflict or past practises that renders the tender non-responsive (applicable schedules to be completed);
- i) A completed **Certificate of Independent Bid Determination** to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule to be completed);
- j) The tenderer (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy,
- k) The tenderer's tax matters with SARS are in order;
- l) The tenderer is not an advisor or consultant contracted with the CCT,
- m) The tenderer is not a person, advisor, corporate entity or a director of such corporate entity, involved with the bid specification committee.

6.2.1.1.3 Compulsory clarification meeting

Not Applicable

6.2.1.1.4 Minimum score for functionality (Applicable to Items 1, 2 and 3 Only)

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

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

Evaluation Criteria	Applicable values/points	Weight
Availability and Location of Support Staff	10	20 %
Track record of Company and Software	15	40 %
Expertise of Key Personnel and Support Staff	20	40%
Total		100 %

1. Scoring of Quality: Availability and Location of Support Staff		
Submissions will be evaluated on the following criteria:		
Evaluation Area	Description of service	Allocation
		Software Support
Support Staff employed Locally or Internationally by Company or Joint Venture Partners.	Availability of Software Support Staff: <u>1.1 Local support available in South Africa: (Max 10 points)</u> - No local support in SA (support only from Abroad) - Local support in SA (No office in Cape Town) - Local support available from Cape Town office <i>Note –The support office shall responds to all queries/ request within 24 hours</i>	(5 points) (8 points) (10 points)

2. Scoring of Quality: Track Record		
Submissions will be evaluated on the following criteria:		
Evaluation Area	Description of service	Allocation
		Company & Software Track Record
Experience of Company or Joint Venture Partners	<u>2.1 Years in existence of Company (Max 5 points)</u> 0 - 5 years 5 - 10 years 10 - 15 years > 15 years <u>2.2 Number of Local Organisations, Municipalities or Utilities Supported within SA (Max 5point)</u> 0 - 1 (current installations supported) 2 - 3 (current installations supported) 4 - 5 (current installations supported) > 6 (current installations supported) <u>2.3 Number of International Organisations, Municipalities or Utilities Supported (Max 5)</u> 0 - 2 (current installations) 3 - 4 (current installations) 5 - 6 (current installations) > 6 (current installations)	(0 points) (3 points) (4 points) (5 points) (0 points) (3 points) (4 points) (5 points) (0 points) (3 points) (4 points) (5 points)

3. Scoring of Quality: Expertise of Key Personnel		
Submissions will be evaluated on the following criteria:		
Evaluation Area	Description of service	Allocation
		Key Staff
Key Staff employed by Company or Joint Venture Partners. (No subcontracted Company or Staff is eligible for scoring)	<u>3.1 Senior Software Support Engineer (Max 10 points)</u> 0 - 5 years 5 - 8 years 8 - 10 years > 10 years <u>3.1 Software Support Engineer (Max 10 points)</u> 0 - 3 years 3 - 5 years 5 - 8 years > 8 years	(0 points) (5 points) (8 points) (10 points) (0 points) (5 points) (8 points) (10 points)

The minimum qualifying score for functionality is **27 points** out of a maximum of **45 points (60%)**.
Tenderers that fail to achieve the minimum score for quality will be considered non-responsive.

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

Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format to ensure optimal scoring of functionality points for each Evaluation Criteria. Failure to provide all information **IN THIS TENDER SUBMISSION** could result in the tenderer not being able to achieve the specified minimum scoring.

- a) No tender will be regarded as an acceptable tender/responsive if it fails to achieve the minimum qualifying score for functionality.
- b) Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format to ensure optimal scoring of functionality points for each Evaluation Criteria. In this regard tenderers are required to complete Schedules 16(A) – 16(C).

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

Availability and Location of Software Support Staff

The location for the performance of this contract is crucial to the City and therefore necessitate that the tenderer/contractor responds to all queries/ request within 24 hours. Tenderers must indicate which office (local or abroad) they intend using as the main office to provide technical and maintenance support for this contract. *Note*, the Key personnel will be expected to work out of the office as the exigencies of this contract require. The address of the local office will be that as indicated on Schedule 16(A) and which will be regarded as the domicilium citandi et executandi for the purposes of any contract arising from this tender submission.

Up to 10 score points will be awarded for the availability and location of software support staff.

Track record of tenderer

In order to be declared responsive, the tenderer must have successfully provided and maintained at least two (2) network server based software installations to organisations, organ of states, municipalities or utilities in the past 3 years. Evaluation points shall only be awarded to directly relevant software packages listed on Schedule 16(A).

Specific experience of key personnel

As the work required in terms of this tender is considered to be of a technically complex nature, requiring considerable expertise, it is essential that suitably qualified and experienced personnel be assigned to this project. Besides the minimum requirements specified in the eligibility criteria, it would be extremely advantageous if the key personnel can demonstrate directly relevant recent experience related to specific aspects of this contract namely, Software support engineer.

6.2.1.1.5 Local production and content

Not Applicable.

6.2.1.1.6 Pre-qualification criteria for preferential procurement

Not Applicable.

6.2.1.1.7 Key Personnel (Applicable to Items 1,2 and 3 Only)

In order to be declared responsive, the tenderer must have one following key personnel in its permanent employment at the close of tender. Alternatively, a signed undertaking from a specialist consultant/firm having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-consultant agreement, will be acceptable. Such undertaking must be attached to the schedule titled Key Personnel

Competency	Minimum Number of Employees
Senior Software Support Engineer	
A qualified engineer /technologist with at least 5 (five) years verifiable post graduate experience in software programming /scripting, modelling and design.	1
Software Support Engineer	
A qualified engineer /technologist / technician with at least 3 (three) years verifiable post graduate experience in software front-end queries.	1

6.2.1.1.8 Demonstrate software package capabilities (Applicable to Item 2 Only)

Tenderers who submit offers for **Item 2** (Earthing Design and Analysis Software Package) are required by the Employer to demonstrate the full capabilities and functionalities of the software package on offer. The tenderer shall therefore prepare an substation earth grid design based on the data and parameters (soil resistivity, substation layout, etc.) detailed in Schedule 16(E). The results of the earth grid design shall be attached to Schedule 18 and shall include graphical representations of soil profiles, GPRs, Step and Touch voltages. The result sheet or report shall contain such information which will enable the Employer to assess the capability of the software package and compliance with IEEE Std 80.

6.2.1.1.9 Local office (Applicable to Item 5 Only)

In order to be considered for an appointment for **Item 5** in terms of this tender, tenderers must have an office in Cape Town, since all support of the Prepayment Vending System will be executed from the local office of the City of Cape and not remotely; this is due to the fact that no person with access to the source code can have unsupervised access to the system. All communication with the employer and support service will flow through the local office in terms of this contract. The address of the local office must be indicated on Returnable Schedule 16(A), and which will be regarded as the domicilium citandi et executandi for the purposes of any contract arising from this tender submission

6.2.1.1.10 Service Provider Accreditation (Applicable to Item 5 Only)

The City PVS maintenance services shall be supplied by accredited service providers. Proof of accreditation from the system supplier to support the City's Ontec Prepaid Vending System must be attached to tender for all services. Failure to submit proof of accreditation or authorisation will render the offer non-responsive. The accreditation of the local office must be indicated on Returnable Schedule 16(F).

6.2.2 Cost of tendering

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

6.2.3 Check documents

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

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

6.2.4 Confidentiality and copyright of documents

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

6.2.5 Reference documents

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

6.2.6 Acknowledge and comply with notices

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

6.2.7 Clarification meeting

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

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

6.2.8 Seek clarification

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

6.2.9 Pricing the tender offer

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

6.2.10 Alterations to documents

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

6.2.11 Alternative tender offers

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

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

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

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

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

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

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

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

6.2.12 Submitting a tender offer

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

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

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

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

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

6.2.12.6 Seal the original tender offer and copy packages together in an outer package that states on the outside only the CCT's address and identification details as stated in the General Tender Information.

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

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

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

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

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

6.2.13 Information and data to be completed in all respects

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

6.2.14 Closing time

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

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

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

6.2.15 Tender offer validity and withdrawal of tenders

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

6.2.15.2 Tenders shall remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the City is notified in writing of anything to the contrary by the bidder.

6.2.15.3 The validity of tenders may be further extended by a period of not more than six months subject to mutual agreement and administrative processes and upon approval by the City Manager.

Any further conditions introduced by the supplier will be considered at the sole discretion of the CCT.

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

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

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

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

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

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

6.2.17 Provide other material

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

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

- a) audited annual financial statement for the past 3 years, or for the period since establishment if established

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

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

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

6.2.18 Samples, Inspections, tests and analysis

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

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

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

✕ 6.2.19 Certificates

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

6.2.19.1 Broad-Based Black Economic Empowerment Status Level Documentation

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

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

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

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

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

6.2.19.2 Evidence of tax compliance

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

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

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

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

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

6.2.21 Claims arising from submission of tender

The tenderer warrants that it has:

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

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

6.3 The CCT's undertakings

6.3.1 Respond to requests from the tenderer

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

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

6.3.2 Issue Notices

If necessary, issue notices that may amend or amplify the tender documents to each tenderer during the period from the date the tender documents are available until one week (where possible) before the tender closing time stated on the front page of the tender document. If, as a result a tenderer applies for an extension to the closing time stated on the front page of the tender document, the CCT may grant such extension and, shall then notify all tenderers who drew documents.

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

6.3.3 Opening of tender submissions

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

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

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

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

6.3.3.4 Make available the pricing schedules upon written request.

6.3.4 Two-envelope system

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

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

6.3.5 Non-disclosure

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

6.3.6 Grounds for rejection and disqualification

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

6.3.7 Test for responsiveness

6.3.7.1 Appoint an evaluation panel and determine, after opening and before detailed evaluation, whether each tender offer properly received:

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

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

- a) detrimentally affect the scope, quality, or performance of the goods, services or supply identified in the Specifications, or
- b) significantly change the CCT's or the tenderer's risks and responsibilities under the contract

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

6.3.8 Arithmetical errors, omissions and discrepancies

6.3.8.1 Check the responsive tenders for:

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

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

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

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

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

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

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

6.3.9 Clarification of a tender offer

The CCT may, after the closing date, request additional information or clarification from tenderers, in writing on any matter affecting the evaluation of the tender offer or that could give rise to ambiguity in a contract arising from the tender offer.

6.3.10 Evaluation of tender offers

6.3.10.1 General

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

6.3.10.1.2 For evaluation purposes only, the effects of the relevant contract price adjustment methods will be considered in the determination of comparative prices as follows:

- a. If the selected method is based on bidders supplying rates or percentages for outer years, comparative prices would be determined over the entire contract period based on such rates or percentages.
- b. If the selected method is based on a formula, indices, coefficients, etc. that is the same for all bidders during the contract period, comparative prices would be the prices as tendered for year one.
- c. If the selected method is based on a formula, indices, coefficients, etc. that varies between bidders, comparative prices would be determined over the entire contract period based on published indices relevant during the 12 months prior to the closing date of tenders.
- d. If the selected method includes an imported content requiring rate of exchange variation, comparative prices would be determined based on the exchange rates tendered for the prices as tendered for year one. The rand equivalent of the applicable currency 14 days prior to the closing date of tender will be used (the CCT will check all quoted rates against those supplied by its own bank).
- e. If the selected method is based on suppliers' price lists, comparative prices would be the prices as tendered for year one.
- f. If the selected method is based on suppliers' price lists and / or rate of exchange, comparative prices would be determined as tendered for year one whilst taking into account the tendered percentage subject to rate of exchange (see sub clause (d) for details on the calculation of the rate of exchange).

6.3.10.2 Decimal places

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

6.3.10.3 Scoring of tenders (price and preference)

6.3.10.3.1 Points for price will be allocated in accordance with the formula set out in this clause based on the price per item / rates as set out in the **Price Schedule (Part 3)**:

Tenderer must refer to clause 3.11 of the Pricing Instructions for a breakdown on the inter-related items that will be grouped for which they have to provide all the rates for.

- Items 1.1–1.5 (Power System Analysis software offered) shall be summated to obtain a financial offer for Item 1. Similarly Items 3.1 – 3.2 (Extended Maintenance Support for existing Power System Analysis software) shall be summated to obtain a financial offer for Item 3. The financial offer for Item 1 shall be evaluated against Item 3 and shall be awarded to the highest ranked tenderer/ service provider.
- Items 2.1 –2.4 (Earthing Design and Analysis software offered) shall be summated to obtain a financial offer for Item 2. Each offer shall be ranked and will be awarded to a single tenderer/service provider.
- Items 4.1 – 4.3 (Additional Software Modules for Power System Analysis) will **not** be ranked and may be awarded to the Tenderer who is awarded Item 1 or Item 3.
- For the time based service **Items 5**, the Employer shall create, for tender evaluation purposes a simulated (representative) Works, indicative of the nature of works required. The Employer shall have assigned quantities to the items in the Price Schedule necessary for the execution of the representative Works. The assigned quantities shall be multiplied by the tendered rates submitted

by the tenderers to obtain amounts that will be totalled to provide a financial offer for Item 5. The financial offer shall be constituted by the sum of the representative Works for each tenderer.

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

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

6.3.10.3.4 Applicable formula:

The 80/20 preference point system will apply to this tender and the lowest acceptable tender will be used to determine the applicable preference point system

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

Price shall be scored as follows:

$$Ps = 80 \times \left(1 - \frac{(Pt - Pmin)}{Pmin}\right)$$

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

Preference points shall be scored as follows:

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

A maximum of 20 tender adjudication points will be awarded for preference to tenderers with responsive tenders who are eligible for such preference, in accordance with the criteria listed below.

Up to 20 adjudication points (N_P) will be awarded for the level of B-BBEE contribution, in accordance with the tables below:

B-BBEE Status Level of Contributor	Number of Points for Preference
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor*	0

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

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

Black Ownership of EME	Deemed Status Contributor	B-BBEE Level of	Number of Points for Preference
less than 51%	4		12
at least 51% but less than 100%	2		18
100%	1		20

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

Black Ownership of QSE	Deemed Status Contributor	B-BBEE Level of	Number of Points for Preference
at least 51% but less than 100%	2		18
100%	1		20

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

$$N_T = P_s + N_p$$

Where: P_s is the number of points scored for price;
 N_p is the number of points scored for preference.

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

6.3.10.5 Risk Analysis

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

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

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

6.3.11 Negotiations with preferred tenderers

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

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

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

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

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

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

6.3.12 Acceptance of tender offer

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

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

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

6.3.12.3 Accept the tender offer, only if in the opinion of the CCT, the tenderer:

- a) can demonstrate that it has the necessary resources and skills to fulfil its obligations in terms of the tender document,
- b) does not pose any material risk to the CCT,
- c) is not currently a supplier to whom notice has been served regarding abuse of the supply chain management system.

6.3.13 Prepare contract documents

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

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

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

6.3.14 Notice to successful and unsuccessful tenderers

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

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

6.3.15 Provide written reasons for actions taken

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

(7) SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

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

Add the following after Clause 1.25:

- 1.26 'Supplier' means any provider of goods and / or services with whom the contract is concluded

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.
- 3.5 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 (**Not Applicable**)
 - b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11) (**Not Applicable**)
 - c) Initial delivery programme (**Not Applicable**)
 - d) Other requirements as detailed in the tender documents
- 3.5.2 Only when notified of the acceptance of the bid by the issuing of the order, the supplier shall commence with and carry out the delivery of the goods in accordance with the contract, to the satisfaction, of the purchaser
- 3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the goods including any temporary services that may be required
- 3.5.4 Insure his workmen and employees against death or injury arising out of the delivery of the goods

- 3.5.5 Be continuously represented during the delivery of the goods by a competent representative duly authorised to execute instructions;
- 3.5.6 In the event of a loss resulting in a claim against the insurance policies stated in clause 11, pay the first amount (excess) as required by the insurance policy
- 3.5.7 Comply with all written instructions from the purchaser subject to clause 18
- 3.5.8 Complete and deliver the goods within the period stated in clause 10, or any extensions thereof in terms of clause 21
- 3.5.9 Make good at his own expense all incomplete and defective goods during the warranty period
- 3.5.10 Pay to the purchaser any penalty for delay as due on demand by the purchaser. The supplier hereby consents to such amounts being deducted from any payment to the supplier.
- 3.5.11 Comply with the provisions of the OHAS Act & all relevant regulations.
- 3.5.12 Comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements.
- 3.5.13 Deliver the goods in accordance with the contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.
- 3.6 The purchaser shall:
 - 3.6.1 Issue orders for the goods required under this Contract. No liability for payment will ensue for any work done if an official purchase order has not been issued to the supplier.
 - 3.6.2 Make payment to the **supplier** for the goods as set out herein.
 - 3.6.3 Take possession of the goods upon delivery by the supplier.
 - 3.6.4 Regularly inspect the goods to establish that it is being delivered in compliance with the contract.
 - 3.6.5 Give any instructions and/or explanations and/or variations to the supplier including any relevant advice to assist the supplier to understand the contract documents.
 - 3.6.6 Grant or refuse any extension of time requested by the supplier to the period stated in clause 10.
 - 3.6.7 Inspect the goods to determine if, in the opinion of the purchaser, it has been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.
 - 3.6.8 Brief the supplier and issue all documents, information, etc. in accordance with the contract.

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

Add the following after clause 5.4:

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

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

5.6 Publicity and publication

The supplier shall not release public or media statements or publish material related to the services or contract within two (2) years of completion of the services without the written approval of the purchaser, which approval shall not be unreasonably withheld.

5.7 Confidentiality

Both parties shall keep all information obtained by them in the context of the Contract confidential and shall not divulge it without the written approval of the other party.

7. Performance Security

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

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The time for delivery of the goods shall be the date as stated on the order.
- 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 (Not Applicable)

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.

- 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

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 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**.

17. Prices

Add the following after clause 17.1

- 17.2 The prices for the goods delivered and services performed shall be subject to adjustment for variations in rates of exchange and the following conditions will be applicable:

- 17.3 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)).

- 17.3.1 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 schedule 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.

Where the City is responsible for the direct import of goods or services, a hedging instrument shall be instituted by the City to cover the foreign exchange risk. The directives set out in Clause 7.6 of the Foreign Currency Exchange Risk Policy shall be followed when goods and services are procured via direct imports.

(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.

17.3.2 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.

17.3.3 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 or any extension of the duration of the contract that the purchaser issues to the supplier as instructions in writing; subject to prior approval by the purchaser's delegated authority as reflected on an authorised amended order. 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.

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 R0,00 - 'NOT APPLICABLE'

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

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

Add the following after clause 23.7:

- 23.8 In addition to the grounds for termination due to default by the supplier, the contract may also be terminated:
- 23.8.1 Upon the death of the supplier who was a Sole Proprietor, or a sole member of a Close Corporation, in which case the contract will terminate forthwith.
- 23.8.2 The parties by mutual agreement terminate the contract.
- 23.8.3 If an Order has been issued incorrectly, or to the incorrect recipient, the resulting contract may be terminated by the purchaser by written notice
- 23.9 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.

27. Settlement of Disputes

Amend clause 27.1 as follows:

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

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

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

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

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

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

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

28. Limitation of Liability

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

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

Add the following after clause 28.1:

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

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

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

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

- 28.4 Notwithstanding anything to the contrary contained in this Contract, under no circumstances whatsoever, including as a result of its negligent (including grossly negligent) acts or omissions or those of its servants, agents or contractors or other persons for whom in law it may be liable, shall any party or its servants (in whose favour this constitutes a *stipulatio alteri*) be liable for any indirect, extrinsic, special, penal, punitive, exemplary or consequential loss or damage of any kind whatsoever, whether or not the loss was actually

foreseen or reasonably foreseeable), sustained by the other party, its directors and/or servants, including but not limited to any loss of profits, loss of operation time, corruption or loss of information and/or loss of contracts.

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

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

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

32. Taxes and Duties

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

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

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations.

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

(8) GENERAL CONDITIONS OF CONTRACT

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

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1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 'Closing time' means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 'Contract' means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 'Contract price' means the price payable to the supplier under the contract for the full and proper performance of his or her contractual obligations.
- 1.4 'Corrupt practice' means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 'Countervailing duties' are imposed in cases in which an enterprise abroad is subsidised by its government and encouraged to market its products internationally.
- 1.6 'Country of origin' means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 'Day' means calendar day.
- 1.8 'Delivery' means delivery in compliance with the conditions of the contract or order.
- 1.9 'Delivery ex stock' means immediate delivery directly from stock actually on hand.
- 1.10 'Delivery into consignee's store or to his site' means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 'Dumping' occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin, and which action has the potential to harm the local industries in the RSA.
- 1.12 'Force majeure' means an event beyond the control of the supplier, not involving the supplier's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 'Fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 'GCC' means the General Conditions of Contract.
- 1.15 'Goods' means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 'Imported content' means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

- 1.17 'Local content' means that portion of the bidding price which is not included in the imported content, provided that local manufacture does take place.
- 1.18 'Manufacture' means the production of products in a factory using labour, materials, components and machinery, and includes other, related value-adding activities.
- 1.19 'Order' means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 'Project site', where applicable, means the place indicated in bidding documents.
- 1.21 'Purchaser' means the organisation purchasing the goods.
- 1.22 'Republic' means the Republic of South Africa.
- 1.23 'SCC' means the Special Conditions of Contract.
- 1.24 'Services' means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance, and other such obligations of the supplier covered under the contract.
- 1.25 'Written' or 'in writing' means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

6. Patent rights

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

7. Performance Security

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

8. Inspections, tests and analyses

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

14. Spare parts

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

15. Warranty

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

16. Payment

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

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person is or was, in the opinion of the Accounting Officer/Authority, actively associated.

23.6 If a restriction is imposed, the purchaser must, within 5 (five) working days of such imposition, furnish the National Treasury with the following information:

- (i) the name and address of the supplier and/or person restricted by the purchaser;
- (ii) the date of commencement of the restriction;
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if, and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall notify the purchaser promptly, in writing, of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due to the supplier.

28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6:
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable Law

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

31. Notices

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

32. Taxes and Duties

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act, Act 89 of 1998, as amended, an agreement between or concerted practice by firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.

34.3 If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.

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

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

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

Account Holder: _____

Financial Institution: _____

Branch Code: _____

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

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

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

Schedule 2: Declaration for Procurement above R10 million

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

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

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

1.1 If YES, submit audited annual financial statements:

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

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

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

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

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

2.2 If YES, provide particulars:

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

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

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

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

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

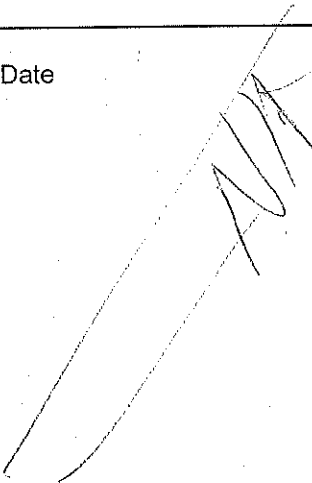
YES		NO	
-----	--	----	--

4.1 If YES, furnish particulars below

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

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

Date



Schedule 3: Preference Schedule

1 Definitions

The following definitions shall apply to this schedule:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Person: Includes a juristic person.

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

Price: Includes all applicable taxes less unconditional discounts.

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

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

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

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

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

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

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

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

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

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

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

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

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

2 Conditions associated with the granting of preferences

A supplier that is granted a preference undertakes to:

- 1) accept that the number of preference points allocated will be based on the B-BBEE status level of contributor of the supplier as at the closing date for submission of tender offers;
- 2) not sub-contract more than 25% of the value of the contract to sub-contractors that do not have an equal or higher B-BBEE status level of contributor than the supplier, unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works or unless otherwise declared in terms of Section 5 below;
- 3) accept that a contract may not be awarded if the price offered is not market related;
- 4) accept the sanctions set out in Section 3 below should Condition 2(2) be breached, or should the tenderer have submitted any false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of this bid that will affect, or has affected the bid evaluation;
- 5) accept that, in order to qualify for preference points, it is the responsibility of the supplier to submit documentary proof of its BBBEE level of contribution in accordance with the Codes of Good Practise, 2013, to the CCT at the Supplier Management Unit located within the Tender Distribution Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5);
- 6) accept that, further to 5) above, Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2017. Note that, in the case of unincorporated entities, a verified scorecard in the name of the consortium/Joint Venture must be submitted with the quotation (attached to this schedule);
- 7) accept that if it is found that, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) above was based, and the impact of which is that the Joint Venture would not have been awarded the contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, then a financial penalty shall be applied (in addition to any other remedies that the CCT may have) in accordance with Section 3 below;
- 8) accept that suppliers are required to be registered on the City of Cape Town's Supplier Database prior to the acceptance of tenders in order to qualify for preference points. The CCT will verify the B-BBEE level of contributor of the supplier as at the closing date for submission of tender offers, to determine the number of preference points to be awarded to the supplier. In the case of Consortiums/Joint Ventures which tender as unincorporated entities, a verified scorecard submitted with the tender and valid as at the closing date will be used to determine the number of preference points to be awarded to the supplier;
- 9) accept that, notwithstanding 8) above, a supplier will **not** be awarded points for B-BBEE status level of contributor if he indicates in his tender that he intends sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that the supplier qualifies for unless the

intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works;

- 10) accept that any subcontracting arrangements after the award of the tender may only be entered into upon the prior approval of the City of Cape Town; and
- 11) immediately inform the City of Cape Town of any change that may affect the tenderer's B-BBEE level of contribution upon which preference points will be or have been allocated.

3 Sanctions relating to breaches of preference conditions

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

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

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

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

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

where:

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

P* = Value of the contract

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

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

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

where:

- B-BBEE^a = The B-BBEE level of contribution that is achieved, determined in accordance with the actual participation of the Joint Venture partners in the performance of the contract
- B-BBEE^t = The B-BBEE level of contribution that was used to determine the number of preference points granted to the Joint Venture at the time of tender evaluation
- P* = Value of the contract

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

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

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

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

Table 1: Level of Contribution

Type of B-BBEE Contributor	Status (tick box(es) below as applicable)
Exempted Micro Enterprise (EME), 100% black-owned	☐
Exempted Micro Enterprise (EME), at least 51% but less than 100% black-owned	☐
Exempted Micro Enterprise (EME), less than 51% black-owned	☐
Qualifying Small Enterprise (QSE), 100% black-owned	☐
Qualifying Small Enterprise (QSE), at least 51% but less than 100% black-owned	☒
Qualifying Small Enterprise (QSE), less than 51% black-owned	☐
Verified B-BBEE contributor B-BBEE Status Level of Contributor ¹	☐
Non-compliant contributor	☐

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

5 Declarations

- 1) With reference to Condition 8 in Section 2 above, the supplier declares that:

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

☐
Note:

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

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

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

Signature

17 September 2019
Date

Name (PRINT)

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

For official use.	
SIGNATURE	ATURE OF CITY OFFICIALS AT QUOTATION OPENING
1	2

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

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of tenderer or his or her representative:
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, shareholder) *Managing Director*
 - 3.4 Company or Close Corporation Registration Number:
 - 3.5 Tax Reference Number:
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? YES ☒ NO ☐
 - 3.8.1 If yes, furnish particulars
 - 3.9 Have you been in the service of the state for the past twelve months? YES / NO ☒
 - 3.9.1 If yes, furnish particulars
 - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? YES ☒ NO ☐
 - 3.10.1 If yes, furnish particulars
 - 3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? YES / NO ☒
 - 3.11.1 If yes, furnish particulars
 - 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? YES ☒ NO ☐
 - 3.12.1 If yes, furnish particulars
 - 3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? YES ☒ NO ☐
 - 3.13.1 If yes, furnish particulars
 - 3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? YES ☒ NO ☐
 - 3.14.1 If yes, furnish particulars

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

Full Name	Identity Number	State Employee
		N/A
		N/A
		N/A
		N/A
		N/A

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

Signature

Print

On behalf of the tenderer (duly authorised)

Date

17 September 2019

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

(a) a member of –

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

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

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

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

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

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

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

Schedule 5: Conflict of Interest Declaration

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

YES		NO	X
-----	--	----	---

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

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

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

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

YES		NO	X
-----	--	----	---

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

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

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

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

Sig

Print Name

On behalf of the tenderer (duly authorised)

17 September 2019

Date

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

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

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

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

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

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

Signature

Pr

On behalf of the tenderer (duly authorised)

17 September 2019

Date

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

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: _____
(Name of tenderer)

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

The tenderer:

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

Physical Business address(es) of the tenderer	Municipal Account number(s)
	Rent through Amputee
	City of Tshwane

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

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

Signature _____
 Print name _____
 On behalf _____ tenderer (duly authorised)

Date

17 September 2019

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

8.1 Pricing Instructions:

- 8.1.1 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.
- 8.1.2 Failure to complete this schedule or any part thereof may result in the tender offer being declared non-responsive.
- 8.1.3 Tenderers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule, failing which the tender offer shall be declared non-responsive.
- 8.1.4 Tenderers are not permitted to offer firm prices except as provided for in the Price Schedule, and if the tenderer offers firm prices in contravention of this clause the tender offer shall be declared non-responsive.

8.2 RATE OF EXCHANGE VARIATIONS

Only tenderers who are the direct importer of the goods may claim rate of exchange price variations. (Refer to Clause 8.3 below).

Exchange Rate on which tender is based: Euro 1 = S A Rand 16.47

Name of Bank: _____

Date of quoted rate of exchange: 16 September 2019

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

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

Electronic

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

A full breakdown of the local (South African) content, foreign currency content, exchange rate, rand equivalent of foreign currency content and total amount per item is to be provided in the table below.

Item No.	Amount and denomination of foreign currency required (1)	Rate of exchange as at 14 days prior to date of tender (2)	Equivalent in Rand, of foreign currency content (columns 1&2) (3)	Amount of South African Content (4)	Total amount (equivalent in Rand of columns 3+4) (Excl. VAT) (5)
1.1					
1.2					
1.3					
1.4					
1.5					
1.6					
1.7					
1.8					
2.1					
2.2					
2.3					
2.4					
2.5					
2.6					
2.7					
3.1	Euro 12072.92	16.47	R 198 834.48	R 198 834.48	R 198 834.48
3.2	Euro 2408	16.47	R 39 659.76	R 39 659.76	R 39 659.76
4.1	Euro 6592.50	16.47	R 108 578.48	R 108 578.48	R 108 578.48
4.2	Euro 8250	16.47	R 135 877.50	R 135 877.50	R 135 877.50
4.3	Euro 8182.50	16.47	R 134 765.78	R 134 765.78	R 134 765.78
5.1					
5.2					
5.3					
5.4					
5.5					
5.6					
5.7					
5.8					
5.9					
5.10					

8.3 Rate of Exchange Variations (Refer to 8.2 above)

- 8.3.1 If the Contract price is subject to variations in RATES OF EXCHANGE the Tenderer SHALL complete the appropriate section in Schedule 8 and Schedule 12, failing which no claim for contract price adjustment on the basis of rate of exchange variations will be considered.
- 8.3.2 Only Contractors that are directly importing the tendered Goods or component parts of the tendered Goods may claim rate of exchange variations.
- 8.3.3 Contractors shall take out Forward Cover covering the foreign exchange component of the cost of any imported portion of the Goods ordered on each purchase order issued by the Employer.

Where the City is responsible for the direct import of goods or services, a hedging instrument shall be instituted by the City to cover the foreign exchange risk. The directives set out in Clause 7.6 of the Foreign Currency Exchange Risk Policy shall be followed when goods and services are procured via direct imports.

8.3.4 The process to be followed by Contractors for claims for Rate of Exchange Variations shall be as follows:

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

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

- a) The Bill of Lading/Waybill/Customs Invoice (clearly indicating the items as identified on the purchase order).
- b) Calculations detailing the difference in the rate of exchange at the time of entry and the date of tender. These shall be submitted on a covering letter.

8.4 Contract Price Adjustment – General**8.4.1 All requests for variation in the contract price shall be submitted in writing as follows:**

- By letter to: Director Supply Chain Management, City of Cape Town, P O Box 655, Cape Town, 8000, or
- by email to:

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

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

Schedule 9: Occupational Health and Safety Agreement

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

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

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

....., representing

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

Witnessed at Centurion on the 17th day of September 2019

Witness

Mandatory

Signed at on the day of 20

Witness

for and on behalf of
City of Cape Town

Schedule 10: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender 41G/2019/20 **SUPPLY, MAINTENANCE AND SUPPORT SERVICE OF ENGINEERING SOFTWARE LICENCES AND MAINTENANCE SUPPORT SERVICE OF PREPAID VENDING SYSTEM** in response to the tender invitation made by THE CITY OF CAPE TOWN, do hereby make the following statements, which I certify to be true and complete in every respect:

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

That:

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

Signature _____

Date

17 September 2019

Name (PRINT)

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

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

Schedule 11: Local Content Declaration / Annexure C

NOT APPLICABLE

Schedule 12: Price Basis for Imported Resources
Item 1: Power System Analysis Software Package

VALUE OF IMPORTED RESOURCES TO BE ADJUSTED					Customs Surcharge		Customs Duty*		Total In Rand of (C) + (D) + (E) Included in Price Schedule	Amount of South African Content (FOR) In Rand Included in Schedules of Quantities Item
Price Schedule Item No.	Description of Resources	Value and Denomination of Foreign Currency	Rate of Exchange as at BASE DATE	Value in Rand, of foreign currency (A) x (B)	%	Rand	%	Rand	(F)	
		(A)	(B)	(C)		(D)		(E)		
1.1	Software Licence: (The basic server/ network licence cost for 12 concurrent users - unlimited busbars)									
1.2	Support & Maintenance: (The cost to provide technical support & software maintenance)									
1.3	Staff Training <i>Basic Software Training</i> : (The cost to provide training for 10 users)									
1.4	Staff Training <i>-Intermediate Training</i> : (The cost to provide training for 10 users)									
1.5	Network Modelling or Software Conversion Costs: (For converting the existing DigSilent PowerFactory models)									
1.6	Hardware Cost: (If required, shall include all related hardware costs)									
1.7	Software Implementation or setup Cost: (If required, shall include related costs to installation)									
1.8	Per Unit Cost for Additional Licence (above the 12 users)									

State Customs Duty Tariff Reference for each item

Note: Note that any Resources not inserted in this Returnable Schedule shall be deemed to be manufactured / supplied in South Africa for the purposes of Contract Price Adjustment.
 The BASE DATE referred to in column (B) will be 14 calendar days before tender closing.

SIGNED ON BEHALF OF TENDERER:

Schedule 12: Price Basis for Imported Resources
Item 2: Earthing Design and Analysis Software Packager

VALUE OF IMPORTED RESOURCES TO BE ADJUSTED					Customs Surcharge		Customs Duty*		Total in Rand of (C) + (D) + (E) included in Price Schedule	Amount of South African Content (FOR) in Rand Included in Schedules of Quantities Item
Price Schedule Item No.	Description of Resources	Value and Denomination of Foreign Currency	Rate of Exchange as at BASE DATE	Value in Rand (A) x (B)	%	Rand	%	Rand		
		(A)	(B)	(C)		(D)		(E)	(F)	
2.1	Software Licence: (The basic server/ network licence cost for 2 concurrent users)									
2.2	Support & Maintenance: (The cost to provide technical support & software maintenance)									
2.3	Staff Training <i>Basic Software Training</i> : (The cost to provide training for 10 users)									
2.4	Earthing Grid Design Standardisation: (The service provider shall provide 2 HV and 2 MV indoor substation designs models)									
2.5	Hardware Cost: (if required, shall include all related hardware costs)									
2.6	Software Implementation Cost: (If required. This shall include related costs with installation & setup)									
2.7	Per Unit Cost for Additional Licence (above the 2 users)									

State Customs Duty Tariff Reference for each item

Note: Note that any Resources not inserted in this Returnable Schedule shall be deemed to be manufactured / supplied in South Africa for the purposes of Contract Price Adjustment.
 The BASE DATE referred to in column (B) will be 14 calendar days before tender closing.

SIGNED ON BEHALF OF TENDERER:

Schedule 12: Price Basis for Imported Resources
Item 3: Maintenance and Support for Existing CCT Power System Analysis Software

VALUE OF IMPORTED RESOURCES TO BE ADJUSTED					Customs Surcharge		Customs Duty		Total in Rand of (C) + (D) + (E) included in Price Schedule	Amount of South African Content (FOR) in Rand included in Schedules of Quantities Item
Price Schedule Item No.	Description of Resources	Value in Foreign Currency	Rate of Exchange as at BASE DATE	Value in Rand (A) x (B)	%	Rand	%	Rand		
		(A)	(B)	(C)		(D)		(E)	(F)	
3.1	Extended Maintenance Support Service (The cost to provide maintenance and technical support for the existing CCT DigSilent PowerFactory licence)	12 072.52 Euro's	16.47	R 198 834.48		N/A		N/A		R 198 834.48
3.2	Per Unit Cost for Additional Licence (above the 11 users)	2408 Euro's	16.47	R 39 659.76		N/A		N/A		R 39 659.76

* State Customs Duty Tariff Reference for each item

Note: Note that any Resources not inserted in this Returnable Schedule shall be deemed to be manufactured / supplied in South Africa for the purposes of Contract Price Adjustment.
 The BASE DATE referred to in column (B) will be 14 calendar days before tender closing.

SIGNED ON BEHALF OF TENDERER:

Schedule 12: Price Basis for Imported Resources
Item 4: Additional Modules for Power System Analysis Software

VALUE OF IMPORTED RESOURCES TO BE ADJUSTED					Customs Surcharge		Customs Duty*		Total In Rand of (C) + (D) + (E) included in Price Schedule
Price Schedule Item No.	Description of Resources	Value in Foreign Currency	Rate of Exchange as at BASE DATE	Value in Rand (A) x (B)	%	Rand	%	Rand	
		(A)	(B)	(C)		(D)		(E)	(F)
4.1	Power Quality and Harmonics Analysis Module: (Harmonic voltage and current with various distortion indices) Tender to indicate Similar modules (1 user)	6592.50 Euro's	16.47	R108 578.48		N/A		N/A	R108 578.48
4.2	Electromagnetic Transients (EMT) Analysis Module: Simulate transients, lightning, switching and temporary over-voltages, Tender to indicate Similar modules (1 user)	8250 Euro's	16.47	R135 877.50		N/A		N/A	R135 877.50
4.3	Protection Function Module: (Basic Overcurrent-time & Distance functions) Tender to indicate Similar modules (1 user)	8182.50 Euro's	16.47	R134 765.78		N/A		N/A	R134 765.78

State Customs Duty Tariff Reference for each Item

Note:

Note that any Resources not inserted in this Returnable Schedule shall be deemed to be manufactured / supplied in South Africa for the purposes of Contract Price Adjustment.
 The BASE DATE referred to tender days before tender closing.

SIGNED ON BEHALF OF TENDERER:

Schedule 13: Schedule of Pre-Qualification Criteria Sub-Contractors

NOT APPLICABLE

Schedule 14: List of other documents attached by tenderer

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

	Date of Document	Title of Document or Description (refer to clauses / schedules of this tender document where applicable)
1.	04 September 2019	Sworn Affidavit - B-BBEE Qualifying Small Enterprise (Section 6.2.19 Certificates)
2.	10 September 2019	Tax Clearance Certificate - Good Standing (Section 6.2.19.2 Evidence of Tax Compliance)
3.	16 September 2019	Proof of Exchange Rate. (Schedule 8)
4.	N/A	CV'S of Key Personnel (Schedule 10.8) page 101
5.	16 April 2019	CoId (Section 6.2.20 page 47)
6.	10 September 2019	Tax Compliance Status (Section 6.2.19.2)
7.	10 September 2019	Tax Clearance Certificate Verification (Section 6.2.19.2)
8.	25 September 2019	Letter on Company Letterhead - Schedule of Deviations for Item 3 and Item 4
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		

Attach additional pages if more space is required.

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

 Date

25/09/2019

Schedule 15: Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

Schedule 16: Information to be provided with the tender
--

The following information shall be provided with the Tender:

- a. Duly completed Schedule 16A detailing the track record for the software offered in Items 1 and 2 respectively.
- b. Duly completed Schedule 16B indicating the Key personnel to be used for Items 1,2,3 and 5 respectively.
- c. The various technical details and Technical Data Sheets and information required in the Returnable Schedules.
- d. Training; a detail a description of the contents, duration and prerequisite of each proposed training course.
- e. Details of proposed hardware to be provided with the Engineering software package.
- f. A detail description of how the tenderer will achieve a seamless transition (migration) from the current Power System Analysis software (DigSilent PowerFactory) to the offered software package.
- g. Copy of the earth grid design and associate report (based on data provided in Schedule16(E) demonstrating capabilities and functionalities of the Earthing Design and Analysis software offered.
- h. Copy of the Ontec agreement or accreditation.

SIGNED ON BEHALF OF TENDERER:

Schedule 16(A): Availability and Location of Software Support and TRACK RECORD

The tenderer is referred to the appropriate clause(s) of the Tender Data and shall indicate on the schedule below all where software are installed/ utilised and support service successfully provided from their local office, in the past 10 years or that are underway at present.

Where the entity tendering is a joint venture, the track record of each party to the joint venture must be submitted as part of this schedule (additional pages may be added if necessary). The eligibility requirements in respect of track record will, however, be applied to the partner that submit the tender

Physical address of enterprise:

(Local Office where services. ...

will be rendered from)

Years in existence of Company / Joint Venture: + 13 YEARS

TRACK RECORD (ITEMS 1, 2 and 3 Only)			
NAME OF ORGANS OF STATE, ORGANISATION, MUNICIPALITY OR UTILITY WHO CURRENTLY OWNED/LICENCED AND SUPPORTED IN SOUTH AFRICA	SOFTWARE PACKAGE AND VERSION	NUMBER OF LICENCED USERS	PERIOD OF SERVICE
	POWERFACTORY STATIONWARE	284 30	+ 16 YEARS
	POWERFACTORY STATIONWARE	12 20	+ 15 YEARS
	POWERFACTORY	6	+ 10 YEARS
	POWERFACTORY STATIONWARE	8 5	+ 10 YEARS
	POWERFACTORY	5	+ 15 YEARS
NAME OF ORGANS OF STATE, ORGANISATION, MUNICIPALITY OR UTILITY WHO CURRENTLY OWNED/LICENCED AND SUPPORTED INTERNATIONALLY	SOFTWARE PACKAGE AND VERSION	NUMBER OF LICENCED USERS	PERIOD OF SERVICE
	POWERFACTORY STATIONWARE	19 20	+ 15 Years
	POWERFACTORY	7	+ 15 Years
	POWERFACTORY	11	+ 10 Years
	POWERFACTORY	8	+ 10 Years
	POWERFACTORY	4	+ 6 Years
	POWERFACTORY	3	+ 4 Years

SIGNED ON BEHALF OF TENDERER:

DATE: 17 September 2019

Schedule 16(B): Key Personnel

The tenderer is referred to the appropriate clause(s) of the Tender Data and shall insert in the spaces provided below details of the key personnel required to be in the employment of the tenderer or a specialist consultant/firm, in order for the tenderer to be eligible to submit a tender for this project. The Curriculum Vitae of each individual to be appended to this schedule.

(1) Applicable for Items 1, 2 and 3 (Engineering Software Support Service)

SENIOR SOFTWARE SUPPORT ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	PROFESSIONAL REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	MANAGING DIRECTOR	MSc ENG		+ 21 YEARS
	DIRECTOR	Ph.D.		+ 30 YEARS

(2) Applicable for Items 1, 2 and 3 (Engineering Software Support Service)

SOFTWARE SUPPORT ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	PROFESSIONAL REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	SENIOR ENGINEER	B.Sc. ENG		+ 6 YEARS
	ENGINEER	B.Sc. ENG		+ 3 YEARS

Where required, the professional registration numbers of the key personnel must be indicated on the schedule. The curriculum vitae of all key personnel (including sub-consultants), must be submitted with the tender submission, appended to this Schedule.

SIGNED ON BEHALF OF

DERER:

DATE:

17 September 2019.

Schedule 16(B): Key Personnel (continued...)

The tenderer is referred to the appropriate clause(s) of the Tender Data and shall insert in the spaces provided below details of the resources (key personnel) required to be in the employment of the tenderer or a specialist consultant/firm, in order for the tenderer to be eligible to submit a tender for this project. The Curriculum Vitae of each individual to be appended to this schedule.

(3) Applicable to Item 5 (Prepaid Vending System Support Service)

PVS SUPPORT RESOURCES				
NAME OF KEY STAFF EMPLOYED BY COMPANY OR JOINT VENTURE PARTNERS	JOB TITLE	QUALIFICATIONS	PROFESSIONAL REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	<i>Senior Developer</i>			
	<i>Senior DBA Administrator</i>			
	<i>Application System Administrator</i>			
	<i>Project Manager</i>			
	<i>Business Analyst</i>			
	<i>Specialist Test Analyst</i>			
	<i>System Analyst</i>			
	<i>Solution Architect</i>			
	<i>Specialist Senior Support</i>			
	<i>Specialist Senior Development</i>			

Where required, the professional registration numbers of the key personnel must be indicated on the schedule. The curriculum vitae of all key personnel (including sub-consultants), must be submitted with the tender submission, appended to this Schedule.

SIGNED ON BEHALF OF TENDERER: _____ DATE: _____

**Schedule 16(C): FUNCTIONALITY CRITERIA
(Items 1, 2 and 3 Only)**

The Tenderer shall provide information for the functionality criteria listed in this Returnable Schedule for Items 1 and 2.

The Tenderer's attention is drawn to the appropriate clause(s) in the Tender Data for a more detailed explanation of the functionality criteria given in the table below and how the score will be calculated (with applicable values).

Description of functionality criteria	Maximum possible score
Availability and Location of Software Support	10
Track record of Company and Software	15
Expertise of Key Personnel and Support Staff	20
Maximum possible score for Quality (Ms)	45

The minimum overall score for quality is **27** out of the maximum of **45** for functionality.

Tenderers that fail to achieve the minimum score for functionality for Items 1, 2 and 3 will be declared non-responsive.

SIGNATURE OF TENDERER:

DATE:

17 September 2019

Schedule 16(D): Technical Requirements and Data Sheets

1: POWER SYSTEM ANALYSIS SOFTWARE

Details of the requirements are also presented in Section 2.1 above.

Item No.	Description	Requirements	Particulars and compliance of Software Offered
1.	Name and version of software	XXXXXX	
2.	Number of busbars or nodes	Unlimited AC and DC busbars / nodes	
3.	Load Flow Analysis	Newton-Raphson for balanced and unbalanced systems	
4.	Method or algorithm for load flow calculation or analysis		
5.	Power regulation/ control selection	Active, reactive power and voltage regulation	
6.	Generator capability curve model selection	Yes	
7.	Load and generator scaling functionality	Yes	
8.	Short-Circuit Analysis		
9.	Method of calculation short circuit	IEC 60909, IEEE 141/ANSI C37, VDE 0102/0103 and IEC 61363	
10.	DC grids short-circuit currents	IEC 61660 and ANSI/IEEE 946.	
11.	Short circuit fault types	All possible SC fault types: • 3-Ph, 2-Ph, • 1-Ph & 2-Ph to Ground, • 1-Ph & 2-Ph & 3-Ph to Neutral, • 1-Ph & 2-Ph & 3-Ph Neutral to Ground and • 3-Phase Short-Circuit (unbalanced)	
12.	Short circuit fault locations	• All busbars selection • Single and Multiple busbar/node selection	
13.	Short circuit impedance	User selection: Resistance and Reactance	
14.	Basic MV/LV Network Analysis		
15.	Feeder Profile plots	Single and multiple feeders (Voltage, loading and losses)	
16.	Feeder selection	Voltage and phase technology selection.	
17.	Power Equipment Models or Templates	Comprehensive list of built-in power equipment models or templates (Generators, Transformers, lines, loads, etc.	

1: POWER SYSTEM ANALYSIS SOFTWARE (Continued...)

18	Network equipment/components Representation	All possible network topology/ configuration (Radial, loop/ring, meshed etc.) - Phasing: 1ph, 2ph, 3ph and 4-wire AC and DC networks - Switches and substation equipment such as CB, fuse, disconnect, load break switch, grounding switch, NEC/NER, surge arrestor, CT, VT, CVT, etc.	
19	Network Model Management	Network or server based system and Multi-User functionality (simultaneous user or concurrent user sessions)	
20	Network Diagrams and Graphic Features	Detailed single line diagrams showing switches and components Network Overview Diagrams Graphic search option for network elements in diagrams,	
21	Results and Reporting	Set of calculation quantities - Load flow - Short-circuit Text and interactive spreadsheet reports (Results export function) Comprehensive reporting in network diagrams Result comparison function	
22	Data Converter	PSS/E, PSS/U (Siemens/PTI) DigSilent PowerFactory and Reticmaster Note; these data sets are commonly shared amongst local municipalities and utilities	If Yes, specify: If Others, specify:
23	Time series Simulation	Time series Capabilities - Medium- to long-term simulations based on steady-state analysis - Time and Time-Profile characteristics for modelling - Network variations with simulation plots and reports	
24	Scripting and Automation	Integration of Python or similar with full control of power system data Add-on Modules with extendable function and user-definable input attributes and result parameters	

SIGNED ON BEHALF OF TENDERER:

DATE: _____)

Schedule 16(D): Technical Requirements and Data Sheets

2: EARTHING DESIGN / ANALYSIS SOFTWARE

Item No.	Description	Requirements	Particulars of Software Offered
1.	Name and version of software	XXXXXX	
2.	Number of concurrent users	2	
3.	Soil Structures Analysis		
4.	Soil structure computation	Uniform and Two layer soil models	
5.	Soil resistivity input data	• Wenner, Schlumberger and Dipole-Dipole methods • Account for different probe depths in the computation	
6.	Modelling of Earth Grids		
7.	Grid Configuration Option	Arbitrarily shaped and buried at different depths	
8.	Grounding conductor templates	User selectable – • Type: copper, steel and etc. • Size: 5mm – 20mm diameter • Flexibility to amend conductors individual or as a group	
9.	Grounding rods / electrode templates	User selectable – • Type: copper, steel, copper etc. • Size: 5mm – 20mm diameter • Depth: NGL – 5m below • Flexibility to amend rods individual or as a group	
10.	Modelling arbitrary metallic structures	• Return conductors (e.g. BCE) • Buried structures (e.g. pipelines and fences)	
11.	Data Input Parameters	User defined: • Fault clearing time • Ground surface covering layer (resistivity and thickness) • Subsurface layer resistivity • Body resistance and • Protective wear (gloves or boots)	
12.	Analysis of Earth Grids		
13.	Computation of safety threshold	IEEE Standard 80, IEC 479	
14.	Analysis output	Computation of; Ground potential rise (GPR), Safe step and touch potentials	
15.	Fault Current Distribution		
16.	Earth grid fault current distribution	Calculates current distribution at multiple terminals on earth grid	
17.	OH line earth return conductor model	Capability to model shields / earth wires for transmission lines and distribution feeders	

2: EARTHING DESIGN / ANALYSIS SOFTWARE (continued...)

Item No.	Description	Requirements	Particulars of Software Offered
18	Fault Current Distribution		
19	Underground cable sheath model	Capability to model cable sheaths return using sheath dimensions	
20	Fault current split calculation	Capability to compute fault current split factor for; grounding grid, shield wires, tower structures, cable sheaths	
21	Analysis of transferred potentials	Calculates induced voltages and currents on nearby buried metallic structures or earth grids	
22	Conductor Capacity Calculator		
23	Conductor sizing	Computes conductors sizes based on IEEE Std.80 (current carrying capability and temperature rise)	
24	Network and Database Management		
25	Network / server based system	Multi-User with two (2) simultaneous user or concurrent user sessions	
26	Database functionality	Built in library for various conductor types and capability to amend and add new models/ types	
27	File sharing	File export and import functionality	
28	Diagrams, Graphic Features and Reporting		
29	Profile plots	2D-curve and 3D colour intensity - plots, for step and touch potentials Soil characteristics plot	
30	Results display	Displays results directly over the grounding system configuration at various observation profiles	
31	Reports	Generates report in text format detailing; • list of materials • GPRs, Step and touch • current flows in earth return conductors / shield wire / sheath • Soil resistivity results with depths	
32	Capabilities and Functionality	• User flexibility to amend observation points (profile line) for analysis of GRP, step and touch • Quick help user guide/ reference • Capability to create various scenarios from same project file • Functionality to import substation (site layout) drawings into earth grid model • Tools to estimate the resistance and predict the size of various grounding systems	

SIGNED ON BEHALF OF TENDERER:

DATE: _____

Schedule 16(E): Earthing Software Capabilities

DEMONSTRATE EARTHING SOFTWARE PACKAGE CAPABILITIES FOR ITEM 2:

Tenderers who submit offers for **Item 2** (Earthing Design and Analysis Software Package) are required by the Employer to demonstrate the full capabilities and functionalities of the software package on offer. The tenderer shall therefore prepare a substation earth grid design based on the data detailed below. The results of the earth grid design shall be attached to this schedule and include;

- Graphical representations of soil profiles,
- GPRs, Step and Touch voltage plots,
- Current flows in earth return conductors / shield wire or cable sheath
- Result sheet and report shall contain such information which will enable the Employer to assess the capability of the software package and compliance with IEEE Std 80

The design criteria for this demonstration is as follows,

- The earth grid design shall be based on the Soil Resistivity Survey results as depicted in the table below (four electrode Wenner method)

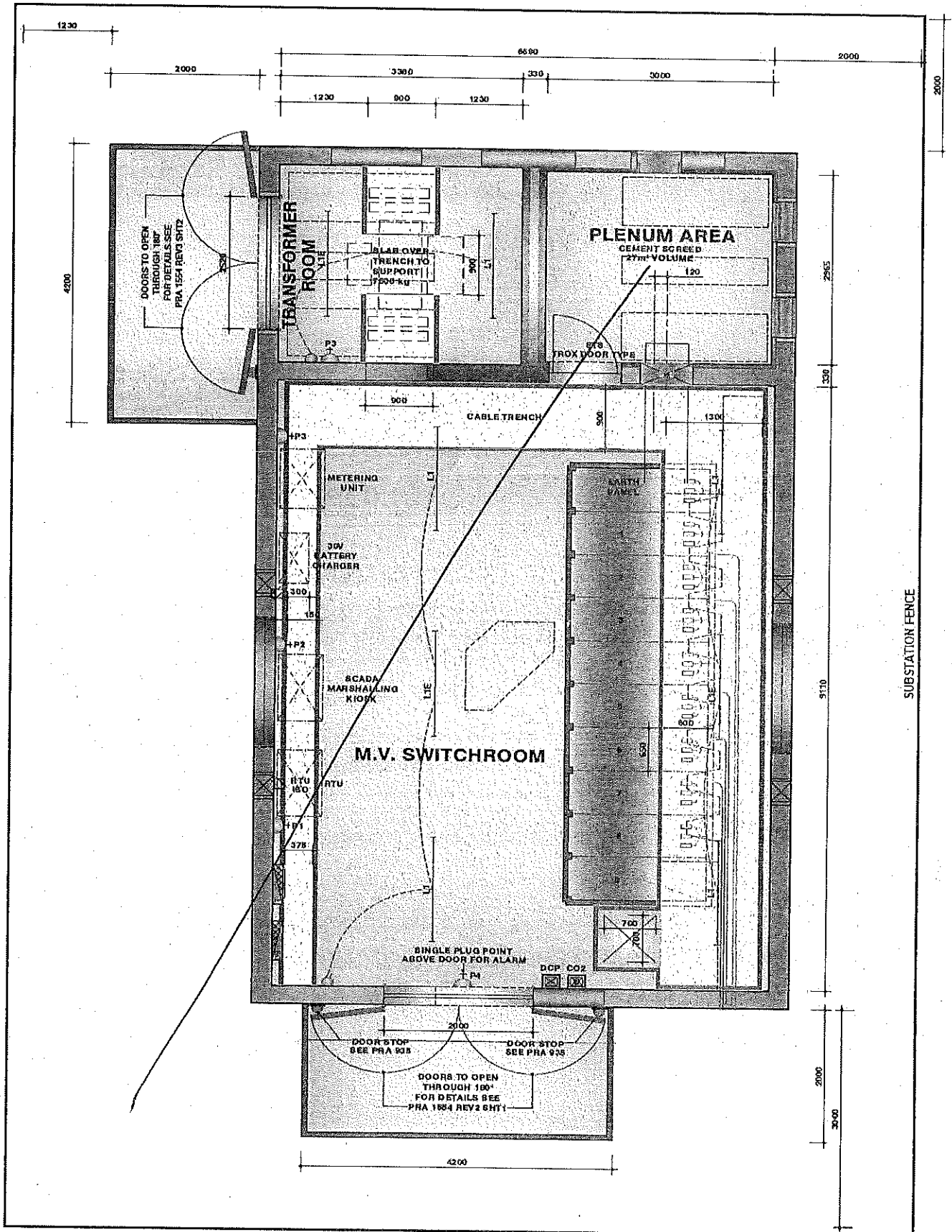
Distance Between Probes (d)	R [Ω]
1m	397,155
2m	167,070
4m	21,377
8m	4,849
16m	5,890

- The earth grid shall be contained below the substation building area as indicated below. The substation perimeter area is 17,5 m x 12 m as shown in the Figure below.
- The material for the grid shall be based on 10mm diameter anneal copper conductors with solid earth electrodes/spikes of 16mm diameter.
- Single phase fault level at the substation is 1600 Amps.
- The design should incorporate a solid bond aluminum cable sheath return to the source substation. The cable length is 2.0 km (300 Al 11kV). Details of the 11 kV aluminum cable is shown below.
- The average ground return soil is 100 Ω /m.
- The remote substation earth grid shall be assumed to be 3 Ω .

TECHNICAL DATA SHEET				Page 2 of 2		Design Code:	
Powertech Ltd				Page 1 of 2		Date of Issue : 24/09/2011	
Cable Description				AL 300mm ² (60 WIRE) 3C PILE 2H DSTA 1R PVC BLK			
Cable Specification				SANS 97 T19 SCR + CT		Voltage : 0.35/11KV	
PHYSICAL DATA				Area 300 mm ²			
CONDUCTOR DETAILS:				Conductor Diameter / Depth 16.83 mm			
				Conductor Width 27.42 mm			
				No. of Cores 3			
				Type Stranded Shaped Compact AL			
INSULATION DETAILS:				Conductor Screen SC Carbon Paper 0.24mm Thickness			
				Insulation Paper 3.02mm Thickness			
				Core Screen Metalised/SC Carbon Paper 0.27mm Thickness			
				Core Diameter/Depth 23.35 mm			
				Core Width 33.94 mm			
LAY UP DETAILS:				Type of Fillers Jute			
				Diameter Over Binders 51.26 mm			
LEAD SHEATH DETAILS:				Type Lead Alloy E 2.42mm Thickness			
				Overall Diameter 66.2 mm			
				Max. Conductor Resistance (D.C. at 20°C) 0.1 Ω /km			
				Max. Conductor Resistance (A.C. at 70 °C) 0.122 Ω /km			
				Conductor Inductance 0.284 mH/km			
				Inductive Reactance 0.089 Ω /km			
				Impedance/phase 0.15 Ω /km			
				Capacitance 843 nF/km			
				Charging Current 1.68 A/km			
				Ground Current Rating 342 A			
				Single way Duct Current Rating 291 A			
				Air Current Rating (in Shade) 381 A			
				Air Current Rating (in Direct Sunlight) 286 A			
				Losses Calculated at 342A		Conductor Losses 14270 W/ph/km	
						Dielectric Losses 107 W/ph/km	
						Armour/Sheath Losses 546 W/ph/km	
				Inter-layer Temperatures at 342A		Conductor 70 °C	
						Armour 61 °C	
						Serving 57 °C	
				Zero Sequence Impedance/phase		1,1757 + j0.0147 Ω /km	
				Positive and Negative Sequence Impedance/phase		0.122 + j0.089 Ω /km	
				Shunt Susceptance		265 μ S/km	
Care must be taken when protecting this cable to ensure that the asymmetrical fault rating per phase is not exceeded, even							

300mm² Cable with Lead Sheath Bond

Schedule 16(E): Earthing Software Capabilities (continues...)



SIGNED ON BEHALF OF TENDERER:

DATE: _____

Schedule 16(F): Service Provider Accreditation / Authorisation
(Applicable to Item 5 Only)

Proof of accreditation from the system supplier to support the Ontec Prepaid Vending System must be provided. Failure to submit proof of accreditation or authorisation will render the offer non-responsive. The accreditation / authorisation shall be attached to this schedule.

SIGNED ON BEHALF OF TENDERER:

DATE: _____

Schedule 16(G): Conversion and re-modelling work plan

The tenderer shall attach a work plan and preliminary programme, to this schedule.

When the tenderer has provided an alternative software, the existing network models will have to be transferred to the proposed software. This transfer of network models can either be done by a conversion tool or scrip or by re-modelling the entire CCT network. The tenderer shall provide an action plan and a detailed programme on how the transition from the existing software to the proposed software will be achieved.

It should be noted that while a programme form part of the required work plan, more than a programme is expected in response to this requirement. The work plan must indicate the approach and methodology that the tenderer intends following in order to reach the required outcomes. The work plan must show that the tenderer has appreciated the Scope of Work, and has good insight as to what actions or activities are required in order to comply with the Employer's objectives.

This programme shall be in the form of a bar chart (Gantt chart) or similar acceptable time/activity form reflecting the proposed sequence and tempo of the various activities and the quantities that will be carried out every week under each of the elements, comprising the work for this contract. The programme shall also indicate the point where the tenderer intends to commence work operations and the direction in which the work will proceed. The working hours shall be indicated.

The tenderer shall also take into account the additional requirements stated in the Project Specifications when drawing up the programme.

Details of the work plan and preliminary programme shall be appended to this Schedule.

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

SIGNED ON BEHALF OF TENDERER: DATE: _____

QV/A

(10) CONTRACT DOCUMENTS**ANNEXURE 1: Form of Guarantee / Performance Security****NOT APPLICABLE****FORM OF GUARANTEE / PERFORMANCE SECURITY****GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means:

Physical address of Guarantor:

"Supplier" means:

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

Amount in words:

"Guaranteed Sum" means: The maximum amount of R

Amount in words:

"Contract" means: The agreement made in terms of the Form of Offer and Acceptance for tender no 41G/2019/20 and such amendments or additions to the contract as may be agreed in writing between the parties.

PERFORMANCE GUARANTEE

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

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

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

ANNEXURE 2: Form of Advance Payment Guarantee**NOT APPLICABLE****ADVANCE PAYMENT GUARANTEE****GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means:

Physical address of guarantor:

"Supplier" means:

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

Amount in words:

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

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

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

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

Amount in words:

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

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

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

ANNEXURE 2A: Advance Payment Schedule

NOT APPLICABLE

ANNEXURE 3: Monthly Project Labour Report (Example)

NOT APPLICABLE

ANNEX 1

CITY OF CAPE TOWN
MONTHLY PROJECT LABOUR REPORT

TENDER NO: 41G/2019/20

CITY OF CAPE TOWN
ISI/XEKO SASEKAPA
STAD KAAPSTAD

Instructions for completing and submitting this form

General

- The Monthly Project Labour Reports must be completed in full, using typed, capital letter characters; alternatively, should a computer not be available, handwritten in black ink.
- Incomplete / incorrect / illegible forms will not be accepted.
- Any conditions relating to targeted labour stipulated in the Contract (in the case of contracted services / works) shall apply to the completion and submission of these forms.
- This document is submitted in Microsoft Excel format up to the City's EPWP office, tel: 021 460 8000.

Project Details

- If a field is not applicable insert the letters: NA
- Either a Contract (in the case of contracted out services or works) or a Works Project (in the case of direct employment by the City) name and number must be inserted. The name of the contract or works project may be abridged if necessary. In the case of term tenders the contract name and number must reflect the term tender as advertised.
- On completion of the contract or works project the anticipated end date must be updated to reflect the actual end date.

Workers Details and Work Information

- Care must be taken to ensure that worker details correspond accurately with the worker's ID document of which a Certified copy must be kept for reporting.

Jobseeker Database Reference Number

- Unique number generated by Jobseekers system to confirm workers were sourced from the Jobseekers database operated by Subcouncils

New workers: Training: Reporting Threshold

- A new worker is one in respect of which a new employment contract is signed in the current month.
- Refers to work days only. Formal accredited Training / Non-accredited training that does not form part of on-the-job training must be excluded from this entry
- All formal accredited / non-accredited training that does not form part of on-the-job training
- Workers earning more than the maximum daily rate (Reporting Threshold) (currently R350 excluding any benefits) shall not be reflected on this format.

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 Certified ID documents are only required in respect of new workers.
- If a computer is not available hardcopy forms and supporting documentation will be accepted.
- Failure to adhere to reporting requirements may result in the withholding of payment; penalties being applied or both

PROJECT DETAILS

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

CONTRACT OR WORKS		CONTRACT OR WORKS	
PROJECT NAME: (6)		PROJECT NUMBER: (6)	
DIRECTORATE:		DEPARTMENT:	
CONTRACTOR OR VENDOR NAME:		CONTRACTOR OR VENDOR	
CONTRACTOR OR VENDOR		E-MAIL ADDRESS:	
CONTACT PERSON:		CONTRACTOR OR VENDOR	
		TEL. NUMBER:	
PROJECT LABOUR REPORT CURRENT MONTH (mark with "X")		CELL WORK	
JAN	FEB	MAR	APR
MAY	JUN	JUL	AUG
SEP	OCT	NOV	DEC
YEAR (Insert last 2 digits)			
2 0			

ACTUAL START DATE (yyyy/mm/dd)		ANTICIPATED / ACTUAL END DATE (yyyy/mm/dd) (7)	
2	0	2	0
TOTAL PROJECT EXPENDITURE / VALUE OF WORK DONE TO-DATE (INCLUDING ALL COSTS, BUT EXCLUDING VAT)			
R			

ANNEXURE 4: BBBEE Sub-Contract Expenditure Report (Pro Forma)

NOT APPLICABLE

ANNEXURE 5: Partnership/ Joint Venture (JV) / Consortium/ Expenditure Report (Pro Forma)

TENDER NO. AND DESCRIPTION: _____

SUPPLIER: _____

PARTNERSHIP/ JOINT VENTURE (JV)/ CONSORTIUM EXPENDITURE REPORT

Rand value of the contract (as defined in Schedule 4: Preference Schedule) (P*)		R		B-BBEE Status Level of Partnership/ Joint Venture (JV)/ Consortium	
Name of partners to the Partnership/ JV / Consortium (list all)	B-BBEE Status Level of each partner at contract award	Percentage contribution of each partner as per the Partnership/ JV/ Consortium Agreement ¹	Total value of partner's contribution (excl. VAT) ¹ $B = A\% \times P^*$	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 $D = C/P^* \times 100$
		A			
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: _____

ANNEXURE 6: Insurance Broker's Warranty (Pro Forma)

(Not Applicable)

Logo

Letterhead of supplier's Insurance Broker

Date _____

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

Dear Sir

TENDER NO.: 41G2019/20

TENDER DESCRIPTION: SUPPLY, MAINTENANCE AND SUPPORT SERVICE OF ENGINEERING SOFTWARE LICENCES
AND MAINTENANCE SUPPORT SERVICE OF PREPAID VENDING SYSTEM

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)