

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN IIBHNG SASEKANA IIBHNG SASEKANA
SUPPLY CHAIN MANAGEMENT		
SCM - 542	Approved by Branch Manager: February 2024	Version: 10 Page 26 of 191

TENDER NO: 168S/2024/25**TENDER DESCRIPTION: FIRST LINE RESPONSE – DISTRIBUTION AREA EAST, NORTH AND SOUTH****CONTRACT PERIOD:**

- AREA EAST - FROM DATE OF COMMENCEMENT OF THE CONTRACT NOT EXCEEDING FIVE (5) YEARS (SUBJECT TO APPROVAL OF AN MFMA SECTION 33 PROCESS)
- AREA NORTH - FROM DATE OF COMMENCEMENT OF THE CONTRACT NOT EXCEEDING FOUR (4) YEARS (SUBJECT TO APPROVAL OF AN MFMA SECTION 33 PROCESS)
- AREA SOUTH - FROM DATE OF COMMENCEMENT OF THE CONTRACT NOT EXCEEDING THREE (3) YEARS

THE CONTRACT

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

AND

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

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

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

C.1 DETAILS OF TENDERER/SUPPLIER

1.1 Type of Entity (Please tick one box)

- ☐ Individual / Sole Proprietor
 ☐ Close Corporation
 ☒ Company
- ☐ Partnership or Joint Venture or 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	MCC Energy Pty Ltd
Trading as (if different from above)	
Company / Close Corporation registration number (if applicable)	
Postal address	
Physical address (Chosen Domicilium Citandi Et Executandi)	
Contact details of the person duly authorised to represent the tenderer	
Income tax number	
VAT registration number	
SARS Tax Compliance Status PIN	
CCT Supplier Database Registration Number (See Conditions of Tender)	
National Treasury Central Supplier Database registration number (See Conditions of Tender)	
Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	☒ Yes ☐ No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	☐ Yes ☒ No If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)
Questionnaire to Bidding Foreign Suppliers	a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa? ☐ Yes ☒ No
	b) Does the tenderer have a permanent establishment in the Republic of South Africa? ☐ Yes ☒ No
	c) Does the tenderer have any source of income in the Republic of South Africa? ☐ Yes ☒ No
	d) Is the tenderer liable in the Republic of South Africa for any form of taxation? ☐ Yes ☒ No
Other Required registration numbers	

C.2 FORM OF OFFER AND ACCEPTANCE

TENDER [168S/2024/25 - FIRST LINE RESPONSE – DISTRIBUTION AREA EAST]

C.2.1 Offer (To Be Completed by the Tenderer as Part of Tender Submission)

The tenderer, identified in the offer signature table below,

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

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

SIGNED AT Blackheath (PLACE) ON THE 12 (DAY) OF February (MONTH AND YEAR) 2025

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER [168S/2024/25 - FIRST LINE RESPONSE – DISTRIBUTION AREA EAST - OOSTENBERG DISTRICT]

C.2.2 Acceptance (To Be Completed by the CCT)

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

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

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

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

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

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

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER [168S/2024/25 - FIRST LINE RESPONSE – DISTRIBUTION AREA EAST - OOSTENBERG DISTRICT]

C.2.3 Schedule of Deviations (To be Completed by the CCT upon Acceptance)

Notes:

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

1 Subject Award: In accordance with SCMB 22/12/25 dated 01 December 2025

Details. Tender 168S/2024/25 – First Line Response Distribution Area East, North and South be awarded to HCC Energy (Pty) Ltd as the main contractor in Area East – Oostenberg district, with a contract period from date of commencement of the contract not exceeding five (5) years subject to the conclusion of a Section 33 of the MFMA process.

1.1 Subject: Commencement date

Details: The parties agree that the definition of the commencement date of the Contract, means: 1 October 2026, irrespective of the date of signature hereof

2 Subject. Negotiated Rates - Refer to C.4 Price Schedule

Details. Negotiated and final accepted rates for all Items in the price schedule. Refer to negotiated rates

C4 Price Schedule

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

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

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER [168S/2024/25 - FIRST LINE RESPONSE – DISTRIBUTION AREA EAST - OOSTENBERG DISTRICT]

C.2.4 Confirmation of Receipt (To be Completed by Supplier upon Acceptance)

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

The..... (Day)

Of..... (Month)

20..... (year)

At..... (Place)

For the Supplier: Signature(s)

Name(s)

Capacity

Signature and name of witness:

Signature Name

C.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN THE CCT (HEREINAFTER CALLED THE "CCT")
AND

Hcc Energy Pty Ltd
(Supplier/Mandatory/Company/CCT Name)

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

I, [REDACTED], representing

Hcc Energy Pty Ltd, as an employer in its own right 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 (hereafter "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: [REDACTED]

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

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

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

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

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

Signed at Blackheath on the 12 day of February 2025

[REDACTED]

13th August 2025

[REDACTED]

C.4 PRICE SCHEDULE

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

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

Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the Conditions of Tender.
- 5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 5.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 5.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 5.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the CCT may also perform a risk analysis with regard to the reasonableness of such rates.**
- 5.7 Provide fixed rates and prices for year 1 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.
- 5.8 Item 5.28 of the Price Schedule is subject to adjustment in terms of the applicable Sectorial Determination for the Private Security Sector.
- 5.9 The prices quoted shall be for all activities performed within the City of Cape Town Municipal boundaries.
- 5.10 The tendered rates shall include the cost of collection of material from stores, delivery of material to site, storage and safeguarding of material in contractor's vehicles and/or premises and the return of unused material back to stores, disposal of rubble/waste to the dump sites and transporting of decommissioned/obsolete material to City of Cape Town district offices, reclamation yard or as directed by the Engineer.

INITIALS OF CCT OFFICIALS		
1	2	3

5.11 DISTRICT OF PREFERENCE

Tenderers must indicate their district of Preference below, refer to clause 10.1 of the Specification for a definition of a district. It must be noted that the City is not bound by the preferences stated and that the City may allocate any district to a tenderer

5.11. 1. Tenderers must indicate their District of Preference for Area East:

DISTRICTS	PREFERENCE
Bloemhof	3
Helderberg	2
Oostenberg	1
Parow	4

5.11.2 Tenderers must indicate their District of Preference for Area North:

DISTRICTS	PREFERENCE
Atlantis	2
City	
Mowbray	1
Vanguard	

5.11.3 Tenderers must indicate their District of Preference for Area South:

DISTRICTS	PREFERENCE
Gugulethu	
Mitchells Plain	1
Muizenberg	2
Wynberg	

Please indicate preference 1, 2, 3, 4 etc. with 1 being the first preference.

NEGOTIATED AND AWARDED RATES**1. AREA EAST**

Item	Description	Unit	Firm Price Year 1 (Excl. VAT) (R)
3. OOSTENBERG DISTRICT			
3.1	First Line Response Activities	Per month	R695 379.17
3.2	First Line Response Public Lighting Activities		R240 000.00
4. PAROW DISTRICT			
4.1	First Line Response Activities	Per month	
4.2	First Line Response Public Lighting Activities		

Item	Description	Unit	Firm Price Year 1 (Excl. VAT) (R)
ADDITIONAL ADHOC SERVICES FOR FIRST LINE RESPONSE ACTIVITIES (limited to First Line Response activities only)			
5. Re-Instatement services limited to First Line Response activities only (includes all re-instatement material supplied and delivered to site by the Contractor). Refer to clause 27 of the Specification.			
5.1	Asphalt - Pavement/Driveway	m ²	R400.00
5.2	Asphalt - Road crossing/carriage way	m ²	R395.00
5.3	Paving – Brick for road surface (Includes lifting of paving)	m ²	R390.00
5.4	Paving - Brick for	m ²	R445.00

Item	Description	Unit	Firm Price Year 1 (Excl. VAT) (R)
ADDITIONAL ADHOC SERVICES FOR FIRST LINE RESPONSE ACTIVITIES			
(limited to First Line Response activities only)			
5. Re-instatement services limited to First Line Response activities only (includes all re-instatement material supplied and delivered to site by the Contractor). Refer to clause 27 of the Specification.			
	pavement/Driveway (Includes lifting of paving)		
5.5	Paving – Concrete (35MPa) for road surface (Includes lifting of paving)	m ²	R1350.00
5.6	Paving – Concrete (35MPa) for pavement/driveway (Includes lifting of paving)	m ²	R1300.00
5.7	Concrete (35MPa)	m ³	R395.00
5.8	Crushed Stone (13mm)	m ³	R390.00
5.9	Crushed Stone (19mm)	m ³	R398.00
5.10	G5 Laterite wearing course	m ³	R420.00
5.11	Gravel (G5 Sub-base)	m ³	R430.00
5.12	Grass	m ²	R255.00
5.13	Plants	m ²	R310.00
5.14	Topsoil/Compost mix for flower beds and plants	m ³	R260.00
5.15	Kerbs – Mountable type MK10	m	R270.00
5.16	Kerbs – Combination type CK5	m	R270.00
5.17	Kerbs – Barrier type BK2	m	R390.00
5.18	Kerbs – Barrier type with channel BK2 & C1	m	R390.00
5.19	Kerbs – Barrier type with street name	each	R780.00
5.20	Kerbs – Edging E1	m	R185.00
5.21	V-Channel for kerbs – C1/C1	m	R270.00
5.22	Kerbs – Transition MK10 –BK1/C1	each	R410.00
5.23	Kerbs – Transition CK5– MK10	each	R495.00

Item	Description	Unit	Firm Price Year 1 (Excl. VAT) (R)
ADDITIONAL ADHOC SERVICES FOR FIRST LINE RESPONSE ACTIVITIES			
(limited to First Line Response activities only)			
5. Re-instatement services limited to First Line Response activities only (includes all re-instatement material supplied and delivered to site by the Contractor). Refer to clause 27 of the Specification.			
5.24	Kerbs – Transition BK1/C1 – CK5	each	R495.00
5.25	White or yellow lines done with non-reflectORIZED paint	m	R58.00
5.26	White or yellow characters or symbols done with non- reflectORIZED paint	m ²	R55.00
5.27	Saw cutting of hard surface e.g. Road Crossing/entrance driveways	m	R215.00
5.28.1	Security Guard - Grade B (fully equipped with all necessary facilities on site)	hour	R120.00
5.28.2	Security Guard - Grade D (fully equipped with all necessary facilities on site)	hour	R152.00
5.28.3	Security Guard - Grade B (with dog and fully equipped with all necessary facilities on site)	hour	R160.00
5.28.4	Security Guard - Grade D (with dog and fully equipped with all necessary facilities on site)	hour	R175.00
5.29.1	Adhoc Services for the Bloemhof, Helderberg, Oostenberg and Parow Districts	Per crew per hour	R680.00

C.5 SPECIFICATION(S)

1. SCOPE OF SPECIFICATION

This specification covers the repairs of service connections which include metering devices, service cables (up to 35 mm²) up to the point of supply, consumer circuit breakers/fuses at distribution network, load control devices and public lighting installations (only first line response related) which are limited to resetting and replacement of street light circuit breakers, the replacement of street light fuses and the replacement of lamps.

1.1 The First Line Response activities include the repairs to joints and terminations of low voltage service connection cables and overhead conductors from distribution network up to the point of supply, the replacement of pole mounted fuses on overhead lines with pole mounted boxes and circuit breakers, the replacement of load control devices, the replacement of meters (excluding planned bulk meter replacements), the resetting and replacement of consumer miniature circuit breakers, the replacement of fuses and consumer supply disconnections/reconnections as requested. In case of overhead line supply the contractor may not connect the new wires to the house "goose neck"; this is a responsibility of the house owner.

1.2 The First Line Response Public Lighting activities are limited to "single light out" and inspection of all lights out" calls which are limited to the resetting and replacement of street light circuit breakers, the replacement of street light fuses, rewiring of single faulty streetlight installation, repairing loose connections limited to single light out, replacement of lamps and faulty High Pressure Sodium (HPS) luminaires (excluding bulk lamp replacements) for pole lengths up to 11 meters mounting height. Faulty luminaires to be replaced with a refurbished HPS luminaire. The inspection of all lights out" calls includes but not limited to checking supply point, photocell, circuit breaker, supply cable etc. The contractor will also be required to attend to First Line Response Public Lighting faults in the Eskom supply areas attached to the specific Districts awarded to as indicated in Addendum B.

1.3 Additional Services

1.3.1 Re-instatement services limited to First Lines Response activities only

The Contractor will be required to execute repairs on reinstatement comprising of compaction and placing of new bituminous surfacing layers and other surfacing types as and when required. The reinstatement will mainly be for trenches in the road reserves managed by Urban Mobility of the City of Cape Town and shall apply to road pavements, carriageways, cycle ways, public transport embayment and parking area crossings, footways, verges and similar surfaces disturbed during repairs to service connection for low voltage electrical cables. All reinstatement shall be carried out by a sub-contractor with a CIDB grading of 1 CE or higher. The contractor will be required to submit confirmation of the CIDB Grading before commencement of contract.

1.3.2 Security services limited to First Line Response activities only

The Contractor shall be required to provide security services at their own cost for the staff and material due to some of the work to be carried out in areas which are subject to sporadic violence. A site specific risk assessment will be conducted if the necessity for additional security is identified by both parties (contractor and the Engineer) due to an Area found to be abnormally unsafe, the Contractor shall employ reliable security guards from security companies. The security guards and the security company shall be registered with Private Security Industry Regulatory Authority (PSIRA) as deemed necessary to ensure compliance with security requirements as defined in clause 19. The specific level of security to be utilised as well as quotation shall be approved by the Engineer and the Contractor shall be paid in terms of item 5.28 in the Price Schedule.

1.3.3 Adhoc services limited to First Line Response activities only

In certain instances there shall be pro-active interventions and/or specialised projects under this contract that will require the Contractor to provide services over and above the norm and where the volume of work is found to have increased by more than 40% (year on year) of the historic values as extracted on the City's SAP database. Pre-approval from the Engineer and breakdown of work is mandatory prior to commencement of the work. These services shall be paid in terms of item 5.29 in the Price Schedule.

2. FIRST LINE RESPONSE (FLR) CREW

- 2.1 Single FLR crew, whilst on duty, shall consist of the following:
- 2.1.1 One Electrician who shall have been deemed competent (as per Clause 16.2 of the specification) by City of Cape Town.
- 2.1.2 One or more general worker(s) to assist the electrician in his/her duties.
- 2.1.3 A suitable vehicle equipped with lockable, weatherproof canopy, suitable ladder racks.
- 2.1.4 Cellular phone communication as defined under Clause 9 of the Specification.
- 2.1.5 Two way Radio and Handheld mobile device (to be supplied by the City of Cape Town and shall be insured by the Contractor)
- 2.1.6 One set of such equipment for efficient fault finding and rectification as listed in Clause 3 of the Specification.
- 2.1.7 An insulated aerial platform with non-conductive bucket suitable for working on Low Voltage overhead lines (poles) of up to a mounting height of 11 meters.
- 2.2 In the case of Bloemhof, Helderberg, Oostenberg, Parow, City, Mowbray, Vanguard, Mitchells Plain, Muizenberg and Wynberg districts the following will be applicable.
- 2.2.1 At least four (4) dedicated FLR crews per shift will be required per district to perform FLR duties for under this contract.
- 2.2.1.1 At full capacity twelve (12) FLR crews will be required to perform FLR duties in the above mentioned districts under this contract.
- 2.3 In the case of Atlantis and Gugulethu districts the following will be applicable.
- 2.3.1 At least two (2) dedicated FLR crews per shift will be required to perform FLR duties in the Atlantis district under this contract.
- 2.3.1.1 At full capacity six (6) FLR crews will be required to perform FLR duties in the Atlantis district under this contract.
- 2.3.2 At least six (6) dedicated FLR crews will be required to perform FLR duties in the Gugulethu district under this contract, operating hours are as follows:
- 07h00 to 19h00 - 5 teams per shift
 - 19h00 to 07h00 - 1 team per shift attending emergency work
- 2.3.2.1 At full capacity twelve (12) FLR crews will be required to perform FLR duties in the Gugulethu district under this contract.
- 2.4 A single Public Lighting crew, whilst on duty shall consist of the following:
- 2.4.1 One Semi-skilled / Handyman person who shall have been deemed competent (as per clause 16.4 of the specification).
- 2.4.2 One general worker to assist the semi-skilled / handyman person in his/her duties.
- 2.4.3 A suitable vehicle equipped with lockable, weatherproof canopy, suitable ladder racks.
- 2.4.4 Cellular phone communication devices as defined under Clause 9 of the Specification.
- 2.4.5 Two way Radio and Handheld mobile device (to be supplied by the City of Cape Town and shall be insured by the Contractor)
- 2.4.6 One set of such equipment for efficient fault finding and rectification as listed in Clause 3 of the Specification.
- 2.4.7 An insulated aerial platform with non-conductive bucket suitable for working on streetlight installations and overhead lines of up to a mounting height of 11 meters.
- 2.5 At least two (2) dedicated FLR Public Lighting crews per shift will be required per district to perform duties for Bloemhof, Helderberg, Oostenberg, Parow, City, Mowbray, Vanguard, Mitchells Plain, Muizenberg, Gugulethu and Wynberg districts under this contract.
- 2.6 In the case of Atlantis district at least one (1) dedicated FLR Public Lighting crew per shift will be required per district to perform public lighting duties under this contract.

3. EQUIPMENT

- 3.1 FLR activities and FLR Public Lighting activities tools and equipment must be provided by the Contractor prior to commencement of contract. Each FLR and FLR Public Lighting crew must be equipped with a full set of the listed tools and equipment capable of installing and maintaining underground cable, overhead bare conductor and Aerial Bundle Conductors (ABC) types of reticulation as used by the City of Cape Town. All tools and equipment must be made available for inspection at the request of the Engineer. Calibration certificates shall be supplied annually from a South African National Accreditation System (SANAS) accredited laboratory.
- 3.2 Equipment must be in good working condition at all times, the Contractor shall supply annual reports in terms of test and calibration certificates from an approved certification and test authorities.
- 3.3 The following is a list of the required tools per crew to execute the functions as per the Specifications of this Contract

Item	Quantity
Approved non-conductive extension ladder	1
Rubber gauntlets (1000 V)	1 pair
Sledge Hammer	1
Bandit strapping machine with stainless steel strapping and buckle	1
Fully equipped insulated electrician's tool kit	1
Flashlight (Torch)	1
Cable jointing and terminating equipment capable of jointing and terminating cables up to 35 mm ² Cu and AL for relevant service connections.	1
Angle grinder	1
Cold chisel	1
Portable electrical generator	1
Excavating equipment (Pickaxe, shovel, rake, handheld soil compactor non mechanical)	1
Pole climbing shoes	1 pair
Safety harness (fall arrester system)	1
Cordless drilling machine	1
Test Equipment	
Insulation resistance tester (1000 V)	1
Multimeter/Line Tester	1
Clamp on ammeter	1

- 3.4 The electricians' tools (double insulated kit) shall consist of at least the following:

Item	Quantity
Screw Driver Philips no 1 insulated 1000V	1
Screw Driver Philips no 2 insulated 1000V	1
Screw Driver Philips no 3 insulated 1000V	1
Screw Driver flat 150X6.5 insulated 1000V	1
Screw Driver flat 100X5 insulated 1000V	1
Screw Driver flat 125X10 insulated 1000V	1
Side Cutter 200mm insulated 1000V	1
Combination Plier 220mm insulated 1000V	1
Water pump Plier 240mm insulated 1000V	1
Shifting Spanner 28mm insulated 1000V	1
Knife insulated 1000V	1
Hex Screw Driver 6mm insulated 1000V	1
Hex Screw Driver 8mm insulated 1000V	1
Hex Screw Driver 10mm insulated 1000V	1
Side Cutter 200mm composite	1
4 size ring Spanner set (13, 14, 16, 17) insulated 1000V	1
Insulated Nut Driver 10mm OBA 1000V	1
Cable Cutter 230mm insulated 1000V	1
Long Nose 200mm 1000V	1
Tool Bag	1

4. SAFETY EQUIPMENT AND PROCEDURES

- 4.1 Each FLR crew must be in possession and be responsible for all relevant safety equipment required to perform FLR activities. The safety equipment shall always be safe and in good working order.
- 4.2 All applicable safety codes of practice, guidelines and procedures must be adhered to at all times. Failure to comply with this requirement will render the Electrician and Semi-skilled involved liable for disqualification and may result in the cancellation of his authorization to access sites. The Engineer's decision in this respect will be final and not subject to negotiation.
- 4.3 All live work activities contained in this contract (e.g. replacing circuit breakers, flying fuses etc.) must be carried out only by a Qualified Electrician; the Electrician will be required to wear appropriate personal protective equipment (PPE) while carrying out such work. Failure to adhere or to comply with these requirements will be considered as default and may lead to cancellation of the contract as stipulated in clause 23 of General Conditions of Contract.
- 4.4 All personal and weather protective clothing is to be provided by the Contractor at own cost which shall consist of but not limited to:
- 4.4.1 Overalls (100% cotton or denim)
 - 4.4.2 Safety boots (hard toe cap)
 - 4.4.3 1000V Insulated rubber gloves
 - 4.4.4 Hard hats (helmet)
 - 4.4.5 Reflective traffic bibs
 - 4.4.6 Rain suits
 - 4.4.7 Face shield (arc resistant)
 - 4.4.8 Safety harness (fall arrester system)
 - 4.4.9 Arc Protective Clothing (Hazard risk category 2 as per SANS 724)
- 4.5 The Contractor shall supply annual reports from approved inspection authority in terms of the condition of each Safety harness (fall arrester system).
- 4.6 The tendered rate shall be all inclusive of all costs to be incurred in the execution of the work and cost of annual reports and calibration certificates required under this Contract.
- 4.7 A well maintained and stocked first aid box supplied by the Contractor shall always be made available for use in case of emergency at the worksite and a CO² fire extinguisher.

5. TRANSPORT

- 5.1 In view of the importance of clearing faults effectively and efficiently in the districts at all times, it is therefore imperative that the Contractor's vehicles should comply with service interval by the manufacture. The vehicles must be in a roadworthy condition and reliable. Should a vehicle breakdown result in undue delays in carrying out the necessary work, the Contractor shall replace the vehicle within two (2) hours at own cost.
- 5.2 The Engineer reserves the right to conduct random inspections of the Contractor's vehicles. Any defects identified shall be rectified as requested and the Engineer's decision in this respect will be final and not subject to negotiation.
- 5.3 The Contractor's vehicles shall be in good condition, clean and presentable at all times as they represent the City of Cape Town.
- 5.4 When vehicles are not utilized for purposes of this contract, the decal (City of Cape Town branding) must be concealed.

6. FIRST LINE RESPONSE: DISTRIBUTION AREA EAST, NORTH AND SOUTH: INSTRUCTION TO RECTIFY

- 6.1 First Line Response: Distribution Area East, North and South: Dispatch Centre will contact the Contractor via the available communication network including handheld mobile device to issue instructions to repair the fault and give the Contractor all the relevant information regarding the nature of the fault and the consumer details.

- 6.2 It is the responsibility of the Contractor to ensure that the fault is repaired within the specified time limit and to report back to the First Line Response: Distribution Area East, North and South : Dispatch Centre with all the relevant information pertaining to the fault immediately after each call on the handheld mobile device.
- 6.3 The Contractor shall:
- 6.3.1 Liaise with the Engineer in respect of faults which are outside of the scope of the contract.
 - 6.3.2 Ensure issue of requisitions for FLR activities material float.
 - 6.3.3 Reconcile materials used for FLR activities.
 - 6.3.4 Inform City of Cape Town of any tampered meters.
 - 6.3.5 Provide the necessary information to the Engineer regarding incidents where faults are the subject of an insurance claim e.g. cost to be recovered from Third Party.
 - 6.3.6 Return removed and recovered electricity meters to the metering test laboratory within three (3) working days of removal from site.
 - 6.3.7 Provide supervision and administrative support to the crews on site.
 - 6.3.8 Manage all FLR related notifications 24 hours a day.
 - 6.3.9 The contractor shall provide the Engineer with monthly audit of:
 - 6.3.9.1 Meters used
 - 6.3.9.2 Keys in the contractor's possession with key numbers
 - 6.3.9.3 Mobile Handheld devices in the contractor's possession with serial numbers
 - 6.3.9.4 Radios in the contractor's possession with serial numbers
- 6.4 Under no circumstances shall the contractor accept a request from the consumer to execute work directly. All communication shall be via the First Line Response: Distribution Area East, North and South: Dispatch Centre and/or the Engineer.
- 6.5 The Contractor shall have reliable communication between his premises, field staff and the First Line Response: Distribution Area East, North and South: Dispatch Centre to avoid time consuming delays.
- 6.6 The Contractor shall ensure that all staff members wear identification cards at all times. The identification cards shall be issued by the City of Cape Town at the commencement of the contract; however, replacement of lost or damaged identification cards will be for the contractors account as stipulated in clause 8.5.
- 6.7 The Contractor shall ensure that his/her vehicles are suitably identifiable with a decal (City of Cape Town branding).

7. RESPONSE TIME

- 7.1 In order to ensure that an incoming fault is attended to without delay, and to minimize downtime, the trunking radio in the Contractor's vehicle must operate on the same channel as the Engineer's base station. In this manner instructions can be issued immediately as a fault is received from City of Cape Town. Mobile handheld devices shall also be used to issue instructions.
- 7.2 All faults including FLR Public Lighting callouts must be cleared and the quality of the service must be carried out and reported as per NRS 047.
- 7.2.1 The Contractor shall adhere to the following minimum times for restoring supply in terms of First Line Response callouts:
- a) 50% of the calls within 1.5 h
 - b) 80% of the calls within 3.5 h
 - c) 90% of the calls within 7.5 h
 - d) 100% of the calls within 24 h
- 7.2.2 The Contractor shall adhere to the following minimum times for restoring supply in terms of FLR Public Lighting callouts:
- a) 50% of the calls within 24 h
 - b) 80% of the calls within 36 h
 - c) 90% of the calls within 48 h
 - d) 100% of the calls within 72 h

Performance monitoring statistics (stats) shall be based on the first day of the month until the last day of each month. These stats (actual values) will be used to monitor contractor's performance. Non-adherence to the above KPIs will result in the implementation of penalties as stipulated in clause 8.3. Exceptional circumstances impacting performance of the contractor such as vandalism, inclement weather etc. will be

considered prior to implementing penalties.

- 7.3 If the Contractor is unable to repair a fault within 1.5h, the Contractor shall call both consumer and Engineer to inform them of the delay and give an expected time of restoration of supply.
- 7.4 If in the opinion of the Engineer, additional Contractor's FLR staff is necessary to comply with this requirement as stipulated in clause 7.2, the Engineer may instruct the Contractor(s) accordingly, where upon the Contractor(s) shall provide this additional staff. Should poor performance on the part of the Contractor's FLR crews be considered to be resulting in faults being over the stipulated clearance period, the Engineer may instruct the Contractor(s) to replace the crew in question, the Engineer's decision in this respect will be final and not subject to negotiation.
- 7.5 If Contractor cannot maintain the fault clearance time specified in 7.2, the Engineer may commence the default process in terms of the General Conditions of Contract.
- 7.6 The Contractor's staff must provide First Line Response services 24 hours a day including Weekends and Public Holidays and during all weather conditions.

8. PENALTIES

- 8.1 The City of Cape Town will recover full cost due to the rectification of the inferior quality of workmanship.
- 8.2 In the event of the Contractor is not able to repair a fault during the period given in clause 7.2 the City of Cape Town shall repair the fault and all costs incurred shall be charged accordingly to the Contractor.
- 8.3 Non adherence to KPIs per month as stipulated in clause 7.2 (applicable to both FLR and FLR Public Lighting notifications) will result in a deduction of 5% of the fixed monthly fee (with reference to data drawn for the previous month) up to three (3) months from total cost of invoice. The penalties shall be invoked after conducting an assessment, thereafter the City of Cape reserves the right to initiate a cancellation process of the contract as per clause 23 of General Conditions of Contract.
- 8.4 Non adherence to allocation of crews per shift (applicable to both FLR crew and FLR Public Lighting crew) as stipulated in clause 2 will result to a deduction of 5% per day up to seven (7) days from total cost of invoice (fixed monthly fee). Thereafter the City of Cape reserves the right to initiate a cancellation process of the contract as per clause 23 of General Conditions of Contract.
- 8.5 In the event the City of Cape Town requires information at a particular date and specified time from the contractor, and the contractor fails to provide the information a deduction of 1% per day up to seven (7) days from total cost of invoice (fixed monthly fee) will be applied. Thereafter the City of Cape Town reserves the right to initiate a cancellation process of the contract as per clause 23 of General Conditions of Contract.
- 8.6 Lost/unreturned key that belongs to the City of Cape Town will result in the following penalties which will be deducted from the total cost of invoice (fixed monthly fee):
 - 8.6.1 First loss/unreturned key: penalty of R1 000.00
 - 8.6.2 Second loss/unreturned key: penalty of R2 000.00
 - 8.6.3 Third loss/unreturned key will be regarded as negligence and that staff member shall be withdrawn from performing the services immediately.
 - 8.6.4 In an event a City of Cape Town key is broken / damaged while in the possession of the contractor, the contractor shall be responsible for returning each broken / damaged key belonging to the City of Cape Town. Failure to return the broken/damaged key shall result in the application of the above penalties.
 - 8.6.5 The contractor shall be responsible for returning City of Cape Town keys in an event that a contractor employee leaves the contractor employment or the contract expires or the contract is terminated. Failure to return the keys shall result in the application of the above penalties.
- 8.7 Replacement of lost or damaged identification cards will be for the contractors account.
- 8.8 Utilisation of unauthorized staff, will result in a deduction of 5% per day up to seven (7) days from total cost of invoice (fixed monthly fee). Thereafter the City of Cape Town reserves the right to initiate a cancellation process of the contract as per clause 23 of General Conditions of Contract.
- 8.9 Contractor staff found wearing City of Cape Town PPE, will result in a deduction of 2% per person per day up to seven (7) days from total cost of invoice (fixed monthly fee). Thereafter the City of Cape Town

reserves the right to initiate a cancellation process of the contract as per clause 23 of General Conditions of Contract.

9. COMMUNICATION WITH THE FIRST LINE RESPONSE: DISTRIBUTION AREA EAST, NORTH AND SOUTH: DISPATCH CENTRE

- 9.1 The Contractor(s) shall have at his premises a permanent telephone/land line, e-mail and cellphone communication with the First Line Response: Distribution Area East, North and South: Dispatch Centre. The Contractor(s) shall also have radio and cell phone communication between his premises and his crews. The Contractor(s) crew on duty shall be contactable at all times.
- 9.2 All Electricians employed in a FLR crew must be competent to communicate with the First Line Response: Distribution Area East, North and South: Dispatch Centre, and must be fully conversant with the relevant radio procedures utilized by the First Line Response: Distribution Area East, North and South: Dispatch Centre.

10. SITE

- 10.1 The City of Cape Town Area of Supply is divided into 3 Electricity Distribution Areas (North, East and South). Each Distribution Area has 4 Districts and their boundaries include amongst others the major suburbs or areas indicated below. The present boundaries are indicated on the attached Addendum A. The supply boundaries, which may be subject to change during the contract period include First Line Response public lighting activities in some pockets of the Eskom supply Areas attached to some City of Cape Town area of supply Districts which are not part of the City's Bothasig and Blue Downs public lighting depot areas. Unless otherwise advised, tenderers awarded the affected Districts will be required to perform the first line response public lighting activities in the affected suburbs as indicated in Addendum B.

10.1.1 Area East

- **Bloemhof District** – Bellville, Durbanville, Mfuleni, Belhar Extensions 18-23,
- **Helderberg District** - Somerset West, Strand, Gordon's Bay, Macassar
- **Oostenberg District** – Brackenfell, Kuilsriver, Kraaifontein, Bloekombos, Wallacedene, Scottsdene
- **Parow District** – Parow, Goodwood, Ravensmead, Elsiesriver Industrial, Bishop Lavis, Matroosfontein, Ruyterwacht, Baronetcy Estate

10.1.2 Area North

- **Vanguard District** - Landsdowne, Athlone, Vanguard, Langa, Hanover Park
- **Atlantis District** - Atlantis including Atlantis Industrial, Pella and Mamre, Blouberg, Melkbosstrand
- **City District** - Cape Town CBD, Green Point, Sea Point, Wood Stock
- **Mowbray District** - Mowbray, Epping, Milnerton, Pinelands

10.1.3 Area South

- **Gugulethu District** - Gugulethu, Phillipi, Kosovo, New Cross Roads
- **Mitchells Plain District** - Grassy Park, Mitchells Plain, Strandfontein, Phillipi Farms
- **Muizenberg District** - Simons Town, Noordhoek, Muizenberg, Tokai
- **Wynberg District** - Llandudno, Hout Bay, Constantia, Wynberg, Diep River, Plumstead, Newlands

- 10.2 The terrain in some of the designated areas can be of a rough nature with access by means of sand roads, informal tracks and paths.
- 10.3 Repairs of low voltage service connection faults are required to be undertaken during all weather conditions.
- 10.4 Faults will generally be located by reference to an address or area description, GPS co-ordinates may also be available in some instances.
- 10.5 In order to assist the Contractor with locating a fault, maps and plans will be provided to the Contractor on request if these are available. Contractor shall make use of GPS unit for locating customer address.
- 10.6 In view of the informal nature of some consumers' addresses, it is preferred that the electricians employed

in FLR activities crews be familiar with the areas in which they are required to work.

- 10.7 FLR activities and FLR Public Lighting activities will take place in the formal / informal settlement as indicated on the Area map.

11. NATURE OF FAULTS TO BE RECTIFIED

- 11.1 The Contractor shall be responsible for the rectification of service connections which include metering devices, service cables up to the point of supply and consumer circuit breaker/fuse at distribution network and repair/replacement of load control devices.
- 11.2 First Line Response, Public Lighting fault repairs which are limited to circuit breaker reset/replacement and lamp replacements, rewiring of single faulty streetlight installation, repairing loose connections limited to single light out and the replacement of lamps (excluding bulk lamp replacements) for pole lengths up to 11 meters mounting height. Faulty luminaires to be replaced with a refurbished High Pressure Sodium fitting.
- 11.3 Under certain circumstances temporary connections will be required. These may only be made with the approval of the Engineer or his duly authorized representative. These connections shall also comply with the necessary quality as well as safety guidelines as if they were permanent installations.
- 11.4 The Contractor shall report tampered meters/illegal connections to First Line Response: Distribution Area East, North and South: Dispatch Centre. In the event the Contractor is unable to make the illegal connections/loose conductors' safe in a life threatening situation, the Contractor shall remain on site until the Engineer or his duly authorized representative arrives on site.
- 11.5 If metering is bypassed, tampered, or the meter is in a fault mode this needs to be brought to the attention of First Line Response: Distribution Area East, North and South immediately. The contractor must not attempt to work on a tampered meter, unless instructed to do so by First Line Response: Distribution Area East, North and South. Tamper cases include meters that are open, without seals or with seals that appear to have been broken, meters that are damaged to avoid payment for supply, bypasses that are not only visible, but are also apparent to the trained eye, unmetered supplies, additional conductors in meter boxes and connector boxes.
- 11.6 Advanced Metering Infrastructure (AMI) meter replacement requires the contractor to ensure that the modem is installed, the antenna is properly connected, and the installation is powered on before reaching out to the AMI section to confirm communication between the new meter and the MDUS. The meter should only be sealed after communication has been established with the AMI section. All testing of communication outside of normal working hours needs to be pre-arranged with Measurements: Automation Supervisor. An application software will also be available (via mobile devices) for contractor to perform communication test.
- 11.7 Prepaid meter and Advanced Metering Infrastructure (AMI) meter replacements must be done within the City's policy and procedures. All staff involved with meter changes must be trained and accredited in terms of NRS057 / SANS 474 as class 2 meter workers. Where necessary the Contractor's Electrician will be required to undergo a competency assessment to ascertain their level of competency in domestic metering by the Electricity Retail Management - Measurements Branch at the City of Cape Town.
- 11.8 The Contractor will be required to liaise with the staff at First Line Response: Distribution Area East, North and South: Dispatch Centre with regard to locating underground service connection cable faults.
- 11.8.1 The service connection cable which could have one or more faults shall be isolated by a Contractor's electrician and handed over to the Engineer / City of Cape Town representative. For this purpose, the Contractor's electrician shall be a Responsible Person in terms of NRS 040.
- 11.8.2 The contractor shall also positively identify the faulty cable before any fault location commences. After positively identifying the faulty cable the contractor shall perform electrical diagnostic tests to ascertain the condition of the cable and the kind of fault. The readings from these tests shall be recorded on a prescribed test sheet and handed over to the Engineer after each fault location.
- 11.8.3 Testing of the cable faults shall be done in accordance with SANS 10198-13 using appropriate test equipment supplied by the Contractor. The test equipment to be used shall be in working order and calibrated. The latest calibration certificates shall be submitted with the tender or before commencement of contract.
- 11.8.4 After pinpointing the fault, the cable at the suspected location of the fault shall be exposed and the

existence of the fault confirmed. Excavations around the suspected fault shall only be limited to a linear distance of 5 meters after which the Engineer must be contacted to give permission for further excavations.

11.8.5 The Contractor shall repair all service connection underground cable faults.

11.8.6 Where LV overhead feeder conductors are damaged the Contractor shall make safe and report it to the Engineer

11.9 The Contractor will be required to do permanent repairs to low voltage underground service connection cables and cables that are visible up the pole to the overhead lines or on the surface of the ground for sizes up to 25 mm² Cu three phase and 35 mm² AL three phase on the Municipal side of the point of supply.

11.10 In informal settlements and formal settlements where indigent customers reside the contractor may be required to replace stolen or damaged overhead service connection cables, limited to three cables or less from a single pole box.

11.11 Faults or work related to the following will not be attended to or undertaken under this contract:

11.11.1 Reset MCB in a distribution kiosks and feeders where Low Voltage Sub-Distribution takes place and Large Frame Circuit Breakers or Fuses are used.

11.11.2 Distribution and pole mounted transformer outages. These must be reported First Line Response: Distribution Area East, North and South: Dispatch Centre.

11.11.3 Service connection cable faults repairs beyond point of supply or in consumer's private property.

11.11.4 Faults related to any MV or LV distribution network.

11.11.5 Any fault not reported via the City of Cape Town SAP system

12 REVENUE PROTECTION

12.1 The Contractor shall be expected to perform disconnections and reconnections of Supply at Consumer's points of supply on request. These functions shall be performed at any given moment and the Contractor's staff shall be available to perform these functions on a 24-hour basis.

13 DOCUMENTATION

13.1 All faults must be reported to the First Line Response: Distribution Area East, North and South: Dispatch Centre subsequent to each call out or on a daily basis and is referred to by the number given by the First Line Response: Distribution Area East, North and South: Dispatch Centre.

13.2 The Contractor will be required to complete the First Line Response Notification Form per fault attended to. All notification forms shall be handed in before mid-day the following day. In the case of handheld mobile device, the Contractor shall enter the data immediately after the repairs have been completed including uploading pictures for the before and after for each notification. Failure in completing each notification fully will result in the implementation of a penalty as stipulated in clause 8.5.

13.3 The Contractor shall on request also provide the Engineer with a weekly schedule/shift roster of the electrician's / semi-skilled and general workers names for each shift during the contract period.

13.4 The contractor shall have adequate staff capacity, inclusive of administrative staff that will be generating reports for the Engineer on daily basis (i.e. including weekends and public holidays). A minimum of two (2) people will be required to perform administrative duties and these people should be computer literate with basic excel skills.

13.5 The Contractor shall provide at the request of the Engineer the Electricians qualifications in terms of clause 16.2 and work experience to ensure he/she has been deemed competent by City of Cape Town. If the Electrician is found not to be competent the electrician will not be allowed to perform any functions under this contract.

13.6 If in execution of his duties the Contractor discovers any inaccuracy in the City of Cape Town Electricity network/point of supply records he shall notify the Engineer immediately.

13.7 The Engineer may request hourly reports on outstanding reported faults if the Engineer is of the opinion that the response times in terms of the contract are not being adhered to. The Contractor shall be required to create capacity to generate and send these reports for the full working day including week- ends and public holidays.

14 FAULTS WHICH COULD BE CLAIMED FROM INSURANCE BY THE CITY OF CAPE TOWN

- 14.1 In certain instances, (e.g. a fault caused by a vehicle accident) rectification costs of a fault may be the subject of an insurance claim lodged by City of Cape Town against a third party. Under these circumstances the Contractor will be obliged to report the matter to the Engineer and complete an insurance report form in the prescribed format as instructed by the Engineer. The Contractor will also be required to provide a detailed sketch of the repair in such cases.

15 GENERAL

- 15.1 City of Cape Town intends to appoint one (1) main contractor per district to provide all the required services under this contract in the Distribution Area East, North and South within the City of Cape Town's Area of electricity supply. Where a Contractor wishes to tender for more than one district, the contractor shall have dedicated teams per district and all required resources. The City reserves the right to award more than one (1) district to a contractor. The City of Cape Town does however reserve the right to appoint an alternative contractor per district. The alternative contractor shall be one of the main contractor in that Area. The alternative contractor will be notified by the City of Cape Town representative to commence with services in terms of the specification and conditions of tender and contract. The alternative contractor will be given a notice period of seven (7) calendar days' notice to commence work. The alternative contractor will only be appointed under the following conditions:

- 15.1.1 If the Main contractor defaults during the contract
- 15.1.2 If the Main Contractor is unable and/or refuses to do the work
- 15.1.3 If the Main Contractor has capacity constraints during the contract
- 15.1.4 If the Main Contractor does not adhere to KPIs as stipulated in clause 7.2.

- 15.2 The alternative contractor will be activated after being issued with a seven (7) calendar days' notice.

- 15.3 The City of Cape Town intends to stagger the contract periods for Distribution Area East, North and South in order to align to the Electricity Generation and Distribution strategic plan of having continued service delivery and service excellence. The following contract periods shall be applicable:

- 15.3.1 Distribution Area East - from date of commencement of the contract not exceeding five (5) years (subject to approval of an MFMA section 33 process).

- 15.3.2 Distribution Area North – From date of commencement of the contract not exceeding four (4) years (subject to approval of an MFMA section 33 process).

- 15.3.3 Distribution Area South – From date of commencement of the contract not exceeding three (3) years.

- 15.4 Contractors' **Electricians** and **Semi-skilled / Handymen** shall be authorized by the City of Cape Town Electricity Services to have access to prohibited Areas in terms of NRS 040. This authorization is compulsory and shall be done as soon as possible after the Tender process is concluded and after the successful Tenderers are notified and before commencement of duties. No unauthorised staff shall be utilized on site. It is the responsibility of the Contractor to ensure that the Contractor's staff certification and authorization in terms of NRS 040 is kept valid.

- 15.5 This contract will be administered by the Engineer. The Engineer is appointed by the City of Cape Town and duly authorized to act on behalf of the City of Cape Town, or any other official authorised thereto by the Director of Electricity Generation and Distribution (in writing).

- 15.6 A portion of the work will take place within the townships and rural areas which could be subjected to sporadic violence. The Contractor shall be required to provide security services at own cost for the staff and material.

- 15.7 Before commencement of work on site by the accepted Contractor(s), the necessary insurances and surety shall be arranged by the Contractor to the satisfaction of the Engineer.

- 15.8 All material with the exception reinstatement material shall be supplied by City of Cape Town and is to be obtained from the relevant stores. All sundries (as approved by City of Cape Town) shall be supplied by

the contractor. On commencement of the contract (where necessary) the City of Cape Town will provide samples of sundries to be used during the contract period.

- 15.9 Contractors will be liable for any direct damages arising out of its contract with the Municipality that were reasonably foreseeable or due to negligence and/or misconduct.
- 15.10 The Contractor shall provide tools and equipment as well at own cost as providing his own sundry/disposable items e.g. cloth/rags, hand cleaner etc. necessary to carry out the work required.
- 15.11 The transporting of all material including on and off-loading, handling on site, storage and safekeeping, reloading of unused excess materials, shall be the responsibility of, and carried out by the Contractor.
- 15.12 Each vehicle on site shall have a minimum of three (3) traffic cones.
- 15.13 No separate Preliminary and General Sums (P & G Sums) as well as site establishment charges will be accepted, and therefore the Contractor must allow for P & G Sums and site establishment charges for in the prices quoted in the Pricing Schedule.
- 15.14 Any revisions or additions to the Codes of Practice from time to time will also be applicable to this contract. It is important to note that it will be the Contractor's responsibility to obtain and understand the relevant sections of the Codes of Practice including revisions, as all work shall be done strictly in accordance with these Codes.
- 15.15 The Contractor shall guarantee his workmanship for a period of 12 months, during which time all faults attributable to poor workmanship shall be made good at no cost to City of Cape Town. Furthermore, due to the nature and urgency of the restoration of the electrical supply, the Contractor shall be given the option to repair the fault in a certain time period, and in the event of the Contractor not being able to repair the fault during the period given, City of Cape Town shall repair the fault and all costs incurred shall be charged accordingly to the Contractor.
- 15.16 The Contractor shall do the following:
 - 15.16.1 Work in all weather conditions in order to restore supply as soon as possible.
 - 15.16.2 The Contractor(s) shall provide enough resources including staff, tools as per clause 3 to perform the FLR call-out functions.
 - 15.16.3 The Contractor must provide security for protection of their FLR and FLR Public lighting activities crews, vehicles, material, communication equipment and tools, while in transit as well as on site.
 - 15.16.4 Report loss of any City of Cape Town equipment or tools to First Line Response: Distribution Area East, North and South: Dispatch Centre immediately or as soon as it is realized.
 - 15.16.5 The Contractor will be required to attach clear pictures taken before and after repairs to the notification on the SAP system using a mobile device. This must be done for each notification.
 - 15.16.6 Notification must be completed on the SAP system in real time as the work is completed on site.
 - 15.16.7 Notifications must only be closed once the work has been completed.
- 15.17 The necessary access keys will be issued to the Contractor in compliance with NRS 040. Loss of these keys must be reported immediately to First Line Response: Distribution Area East, North and South: Dispatch Centre, penalties will apply as defined in clause 8.5.
- 15.18 Any locks that require removal by cutting, due to damage or corrosion must be replaced immediately or for temporary measures if locks are not available, use the locking bolt available from the City of Cape Town Stores.
- 15.19 On a daily basis (7 days a week), the Contractor is expected to provide a 24-hour service.
- 15.20 The Contractor shall report lost keys and identification cards; the contractor shall be responsible for their replacement costs and the penalties will apply as defined in clause 8.
- 15.21 The Contractor(s) shall ensure that he or his representative is available to attend a compulsory monthly meeting with the Cape Town Electricity Generation and Distribution Department.
- 15.22 The Contractor shall fully perform all of the functions stipulated in this specification.
- 15.23 The Contractor shall submit with the Tender document a schedule indicating proposed allocation of

resources to this Project including a **Contingency Plan** which shall indicate alternative resource allocation arrangements in case of unforeseen circumstances occurring during the Project period. This information shall assist to determine the Contractor's overall capacity to perform the duties as listed in the Tender Specifications including supervision and execution of the work. This Information shall be appended to Returnable Schedule F.13 - Annexure H-I of the Tender document.

- 15.24 Contractor's personnel shall not perform any private work in consumer's premises while on duty.
- 15.25 The Contractor shall ensure a high level of ethics and good conduct from the personnel as well as ensuring a good image of the City of Cape Town, e.g. misbehaviour and unprofessional conduct is strictly forbidden, any act or omission that purports to damage the good image of the City shall not be tolerated. Any work done by the contractor's employee outside the scope of this tender is unacceptable and the contractor shall be liable.
- 15.26 The successful Tenderer will be provided with an Area Plan. The demarcated areas, which are shown on Addendum A - Area Map, will make up the bulk of the required activities but the successful Tenderer, subject to operational requirements or under emergency conditions, may be required to work in any of the Districts.
- 15.27 An analysis of notifications was done for a for a contract period not exceeding three (3) years for Area South, for a contract period not exceeding four (4) years for Area North and for a contract period not exceeding five (5) years for Area East. These are estimated quantities of notifications based on available data and not indicative of future volume of notifications. The notification information is extracted from the City of Cape Town's SAP system, and reflects the notifications received and processed in the afore mentioned period. It must be noted that the information reflected in Schedule F.13 Annexures D-F of this tender document is not a commitment but is only for information purposes.
- 15.28 On certain occasions, the Contractor shall be required to communicate with the affected customers, for this purpose all costs incurred shall be for the Contractor's account.
- 15.29 The Contractor shall immediately report to the Engineer all Small-Scale Embedded Generation (SSEG) installations encountered while performing FLR activities.
- 15.30 The Contractor shall cause all work to be carried out under the direct supervision of a competent person appointed by Contractor in writing in accordance with the requirements of this tender as stipulated in clause 16 of the Specification.
- 15.31 All Contractors electricians and semi-skilled persons to be utilized under the contract shall be authorised to have access into the City of Cape Town electrical infrastructure and to perform work in terms of NRS040. Under no circumstances shall unauthorized staff be utilized to perform work under this contract.
- 15.32 The Contractor shall augment their resources in order to meet the response times as defined in clause 7 of the specification.
- 15.33 The Contractor shall submit to the Engineer as directed the list of staff allocated to perform functions under the contract per shift. The staff allocated shall be authorized for this contract in terms of NRS 040 for the category of work to be performed and shall meet all the requirements of the contract.

16 SKILLS/COMPETENCIES OF CONTRACTOR'S STAFF

- 16.1 It is a requirement of this contract that the Contractor's and Subcontractor's electricians employed to carry out work in terms of this contract are deemed competent by City of Cape Town.
- 16.2 The **Electrician** (Trade tested) shall have a minimum NQF level 3 qualification in Electrical Engineering from a recognized training Institution (Foreign Qualifications shall be certified by the South African Qualifications Authority and the Trade Test Certificates verified and certified by the ESETA or any other relevant SETA) and at least 2 years relevant experience. Tenderers must provide the certificates and CV of each Electrician at the closing date of tender.
- 16.3 In addition to the above mentioned the Electrician must have the following skills/competencies:
 - 16.3.1 Responsible person in terms of NRS040
 - 16.3.2 Low Voltage live work certificate
 - 16.3.3 First Aid level 1

- 16.3.4 Basic firefighting
- 16.3.5 Aerial Platform operator certificate
- 16.3.6 Crane truck operator certificate
- 16.3.7 Working at heights certificate
- 16.3.8 Class 2 meter worker accreditation in terms of NRS057 / SANS 474
- 16.3.9 Medical certificate of fitness for staff

Tenderer shall provide proof of compliance and certificates prior to commencement of contract as listed in clause 16.3 above.

- 16.4 The **Semi-skilled / Handyman** shall have minimum ELCONOP 2 or Overhead Line maintenance / construction certificate or equivalent training certificate from a recognised training institution (Foreign Qualifications shall be certified by the South African Qualifications Authority), at least 2 years' relevant experience. Tenderers must provide the certificates and CV of each Semi-skilled / Handyman at the closing date of tender.

- 16.5 In addition to the above mentioned the semi-skilled / handyman must have the following skills/competencies:

- 16.5.1 Entry course in terms of NRS 040
- 16.5.2 Low Voltage live work certificate
- 16.5.3 First Aid level 1
- 16.5.4 Basic firefighting
- 16.5.5 Aerial Platform operator certificate
- 16.5.6 Crane truck operator certificate
- 16.5.7 Working at heights certificate
- 16.5.8 Medical certificate of fitness for staff

Tenderer shall provide proof of compliance and certificates prior to commencement of contract as listed in clause 16.5.

- 16.6 CVs shall reflect start and end date (day, month and year) of each work period, details of duties and responsibilities, copies of certificates of each Electrician and Semi-skilled / Handyman person shall be attached to the Tender Documents.

- 16.7 An adequate number of competent Electricians and Semi-skilled / Handymen as per clause 2 are to be used to carry out work in terms of this contract. The Electricians and Semi-skilled / Handymen shall be deemed competent at the time of tendering.

- 16.8 For the purpose of evaluation, Contractor must provide the names of all staff intended to carry out work in terms of this contract in Returnable Schedule F.13 : Annexure B and attach proof of competency of each staff to the Tender Document.

- 16.9 Before commencement of the contract, the successful Contractor's employees shall have successfully completed the courses as listed on Clause 16.3 and 16.5 of the document.

- 16.10 Previous experience in terms of the execution of work of a similar or equivalent nature to that described hereinafter will be taken into account in the evaluation of tenders. Tenderers shall submit documentary proof of the qualifications and experience of all Electricians and Semi-skilled / Handymen which will be utilized on this contract (Foreign Qualifications shall be certified by SAQA and trade qualifications by a relevant SETA).

- 16.11 The Tenderer shall also submit details of Supervisory staff to be used for this Project and list this information on Returnable Schedule F. 13: Annexure G.

- 16.12 Should the persons detailed in Schedule F. 13 cease to be utilised for this contract before the contract has expired, the Contractor shall immediately make a further submission of details of the replacement persons to the Engineer for approval. The replacement person must meet the tender requirements.

- 16.13 No persons shall undertake any repair work in terms of this contract before approval in terms of Clause 16.2, 16.3, 16.4 and 16.5 above has been provided by the Engineer.

- 16.14 City of Cape Town reserves the right not to accept any of the Contractor's personnel who have been allocated to this project e.g. if it is deemed that the person(s) do not have sufficient experience or

qualifications. City of Cape Town may give reasons for the non-acceptance of any of the Contractors personnel, but is not obliged to do so.

17 TRAINING

- 17.1 All aspects of training shall be conducted by an accredited Training Authority and shall be for the Tenderer's account. The City of Cape Town shall not provide training.
- 17.2 If during the course of the project fundamental changes occur in any or all of the aspects of the Scope of the Tender, and these changes necessitate training of the Contractor's staff in order to familiarize them with the changes, the City of Cape Town shall organize such Training and the Contractor shall make their staff available for the said training e.g.: metering training, handheld mobile device training, radio training etc.

18 NOTICE OF INTERRUPTION

- 18.1 If it is necessary to de-energize any electricity mains to carry out certain work that will require an outage time, consumers need be advised. The Contractor shall be responsible for advising consumers of the impending electricity outage it maybe verbal or entail distribution of notices. Switching off will only include single customers.

19 SECURITY MEASURES

- 19.1 Tenderers are advised that work is to be carried out in areas which are subject to sporadic violence, crime, unrest and that if successful shall be willing to perform the functions in these areas without procrastination.
- 19.2 It will be the Contractor's responsibility to supply sufficient security to carry out the work as specified in this tender.
- 19.3 All security staff employed by the Contractor must be registered with Private Security Industry Regulatory Authority (PSiRA). Proof of such registration must be made available to the Engineer upon request. The Contractor shall be required to provide security services at their own cost for the staff and material due to some of the work to be carried out in areas which are subject to sporadic violence. A site specific risk assessment will be conducted if the necessity for additional security is identified by both parties (contractor and the Engineer) due to an Area found to be abnormally unsafe, the Contractor shall employ reliable security guards from security companies. The security guards and the security company shall be registered with Private Security Industry Regulatory Authority (PSiRA) as deemed necessary to ensure compliance with security requirements. The specific level of security to be utilised as well as quotation shall be approved by the Engineer and the Contractor shall be paid in terms of item 5.28 in the Price Schedule.

Below is the list of security guard grade preferred for this contract:

Security Guard Grade	Functions
Grade B	Primary function is access control in high-risk areas where documentation and basic computer skills might be required. A site or shift commander. Managing of lower grade security officers. Possible inspector doing site visits.
Grade D	Primary function is access control

20 DAMAGE TO PERSONS AND PROPERTY

- 20.1 The Contractor shall indemnify and keep indemnifying the City of Cape Town against any claim for injury, damage or loss (including consequential loss) to any persons or property whatsoever which may arise out of or in consequence of the execution of the works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever, in respect thereof or in relation thereto; providing always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of, or to indemnify the City of Cape Town against any claim for injury, damage or loss arising out of.

- 20.2 Injuries or damage to persons or property resulting from any act or neglect done or committed during the validity of the contract by the City of Cape Town, its agents, servants or other contractors (not being employed by the Contractor or Subcontractor) or for, or in respect of, any claims, demands, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto.
- 20.3 The Contractor shall not accept liability or admit guilt on behalf of the City of Cape Town when incidents of damage to persons, property and works occur.
- 20.4 The contractor must respond, action, implement the recommendation within reasonable time as instructed by the Engineer with regard to Public Liability Claims, submitted by a Customer due to the alleged actions of the contractor. (Refer to Clause 11.2 of the Special Conditions of Contract).

21 CODES OF PRACTICE

All work to be performed under this contract shall be done in accordance with the following:

- 21.1 NRS040 – Operating Regulations for High Voltage Systems
- 21.2 NRS047 – Quality of Service
- 21.3 NRS 057:2009 / SANS 474 Code of practice for electricity metering
- 21.4 Safe work Procedures
- 21.5 City of Cape Town – Electricity Supply By-Laws
- 21.6 Occupational Health and Safety Act and Regulations
- 21.7 Guideline for Electrical Contractors
- 21.8 SANS 10198-2: 2004 – the selection, handling and installation of electric power cables of rating not exceeding 33kV
- 21.9 NRS 089: Maintenance of electricity network
- 21.10 NRS 048: Quality of supply

These Codes of Practice shall be issued to the successful Tenderer on request.

22 MATERIALS

- 22.1 All materials necessary for execution of the projects will be provided by the City of Cape Town and issued to the Contractor as and when required. Liability for collection, safekeeping, proper and appropriate use and return to the relevant store (main stores are in Ndabeni, Wynberg or Bloemhof) of such material shall rest with the Contractor and any shortfall in the quantities so utilised, or any damage sustained whilst in the possession of the Contractor, shall be charged to the account of the Contractor at full replacement value.
- 22.2 Each FLR and FLR Public lighting activities crew will be provided with a FLR activities materials float. Materials used out must be recorded and must be replaced without delay. Materials consumed must be reconciled prior to claims for payment being processed.
- 22.3 Meter changes will be arranged according to City of Cape Town vending and metering procedures.
- 22.4 The required amount of City of Cape Town owned equipment/material (e.g. trunk radios, handheld mobile device, cables, meters etc.) shall be made available to the FLR crews, which must be covered by the Contractor's Insurance Policy. The successful Tenderer shall provide proof within 14 working days from date of acceptance of the Contract that the equipment is covered in their Insurance Policy.
- 22.5 All material used must reflect on the relevant notifications feedback; all unused or recovered material shall be delivered to the Engineer by the Contractor for safe keeping and/or disposal.

23 ADMINISTRATIVE AND STORAGE FACILITIES

- 23.1 All tenderers must clearly state:
- 23.2 Their respective Administrative Headquarters (within boundaries of the City of Cape Town), branch Offices etc., with accompanying staffing levels; and
- 23.3 Storage facilities (addresses and telephone numbers required and the name(s) and positions of responsible staff).

- 23.4 As Indicated in Clause 22 above, all materials used in construction will be issued by the City of Cape Town. Accordingly, and in view of the value of such materials, tenders will not be accepted from tenderers who cannot provide adequate storage and safekeeping facilities for such materials.
- 23.5 In addition to the requirement of Clause 23.1.3 each successful Tenderer must have an administrative centre having secretarial/reception facilities which cater for telephonic and facsimile communication at all times during the working day. A minimum of two people will be required for the purpose of performing Administration role those individuals shall possess basic excel skills and be computer literate
- 23.6 Contractors must have an office in the City of Cape Town Municipal area, through which all communication with the City of Cape Town will flow, and where the majority of work in terms of this tender will be carried out. The address of the local office with storage facility must be indicated on Schedule F.13: Returnable Schedules, and which will be regarded as the domicilium citandi et executandi for the purposes of any contract arising from this tender submission.
- 23.7 It is important to note that no costs associated with travelling from the contractor premises to a specific site or store in the district allocated to contractor will be claimable and will accordingly be deemed to be included in the rates tendered.

24 REMEDIES FOR NON PERFORMANCE

- 24.1 Should the City of Cape Town be in possession of proof that the Contractor has failed to carry out any of the obligations in terms of this contract, or if City of Cape Town, in its absolute discretion, is in any way dissatisfied with the service rendered, then City of Cape Town may give the Contractor notice, in writing, of such complaints and, if the situation is not rectified within seven (7) days of such notice, City of Cape Town may forthwith cancel this contract. The City of Cape Town reserves to itself the absolute right of cancellation of this contract for any breach of the conditions thereof, without the Contractor being entitled to claim any compensation or damages in respect of such cancellation. (Refer to Clause 23 of our General Conditions of Contract).

25 CODE OF CONDUCT

- 25.1 Contractor staff will be required to comply with a code of conduct when dealing with the City of Cape Town Electricity customers. All staff will be issued with the City of Cape Town Identity Cards and shall produce such Identity Cards to customers. Any staff who is guilty of accepting bribes of any kind from City of Cape Town Electricity customers, or who conducts himself in an unacceptable manner shall be withdrawn from performing the service immediately. Tenderers shall not employ a staff member that has previously been found guilty of any fraudulent activity/general misconduct. Should the City of Cape Town at any time during the contract period become aware of such staff, the contractor will withdraw the employee with immediate effect and replace with a suitable competent person. The Engineer's decision in this respect shall be final and not subject to negotiation.

26 VENDING RELATED ACTIVITIES

- 26.1 Where necessary the contractor will be required to perform the following activities at consumers' premises:
- 26.1.1 Verifications of electricity tokens at the consumer pre-payment meters as requested
 - 26.1.2 Deletions of active electricity tokens at the consumer pre-payment meters and generating tokens
 - 26.1.3 Mass deletions of electricity tokens in case of the vending system malfunction
 - 26.1.4 Generate reset codes
- 26.2 All vending related requests shall be done within 24 hours after official request or as agreed with the Engineer. First Line Response point of supply faults shall be of a higher priority than the vending related calls. Generation of tokens will be done as per applicable Vending Section process

27 ADHOC SERVICES - REINSTATEMENT SERVICES FOR FIRST LINE RESPONSE ACTIVITIES

- 27.1 Before commencement of contract, the contractor will be required to submit an undertaking that only locally produced cement will be used for reinstatement services. The undertaking will be a letter on the tenderer's company letterhead that certifies that only local cement will be used
- 27.2 Reinstatement of trenches in the road reserves managed by Roads Department, Transport for Cape Town and Urban Development Authority of the City of Cape Town and shall apply to road pavements,

carriageways, cycle ways, public transport embayment and parking area crossings, footways and verges disturbed during repairs limited only to service connection low voltage electrical cables. Reinstatement involves compaction and placing of new bituminous surfacing layers and other surfacing types. The reinstatement repairs done on site should be made the same or similar to that found on site.

27.2.1 Compaction

- 27.2.1.1 The material shall be placed and spread in a trench in such a manner as to minimize segregation of the various sizes of aggregate in the material.
- 27.2.1.2 In order to increase the moisture content of the material to the optimum for the compaction equipment employed and the density required the requisite quantity of water shall be added uniformly to the material and thoroughly mixed into the material until a homogenous mixture is obtained
- 27.2.1.3 Dry compaction shall not be permitted. If necessary, due to the nature of the compaction equipment to be employed, the full layer thickness shall be achieved by placing and compacting successive thinner layers.
- 27.2.1.4 Subbase to trench reinstatement shall be compacted to 97% of Mod AASHTO maximum density for a Type A1 backfilling and 96% Mod AASHTO maximum density for a Type A2.
- 27.2.1.5 Where specified subbase material shall be stabilized with 3 % cement by mass. The cement shall be thoroughly mixed into the subbase material before water is added and compaction commences.
- 27.2.1.6 Base to trench reinstatement within a road carriageway and to carriageway crossings shall be compacted to 98% of Mod AASHTO maximum density

27.2.2 Reinstatement Types and Descriptions

The pavement and backfill types indicated in Table 1 and shown on drawing WL 0001 shall be constructed as follows:

27.2.3 Road Reinstatements

27.2.3.1 Type A1 40 mm continuously graded medium asphalt surfacing compacted to 93% Rice density:

- a) 100 mm continuously graded asphalt base (BTB) compacted to 93% Rice density.
- b) 300 mm subbase (G5) cement stabilized to form a C3/C4 layer placed in two layers of 150mm compacted to 97% of Mod AASHTO density.
- c) 300 mm (G7) selected layer compacted in two layers to 150mm to 95% of Mod AASHTO density (100% for sand)

27.2.3.2 Type A2 40 mm continuously graded medium asphalt surfacing compacted to 93% Rice density:

- a) 150 mm G4 base compacted to 98% of Mod AASHTO density.
- b) 150 mm G5 subbase compacted to 96% of Mod AASHTO density.
- c) 300 mm G7 selected layer compacted in two layers of 150mm to 95% of ModAASHTO density (100% for sand).

27.2.4 Footways (Sidewalks), medians and pedestrians access crossings

27.2.4.1 Type B1 30 mm continuously graded fine asphalt compacted to 93% Rice density (pavement mix).

- a) 125 mm G5 subbase compacted to 95% of Mod AASHTO density.

27.2.5 Type B2 60/73/80 mm blocks as applicable:

- a) 20 mm sand bedding.
- b) 125 mm G5 subbase compacted to 95% Mod AASHTO density.

27.2.6 Verges (Non-paved areas)

Type C Excavated material compacted to 90% of Mod AASHTO density compactor in layers not exceeding 300mm.

27.2.7 Cultivated and Grassed Areas

- a) Unless otherwise agreed, cultivated areas containing shrubs, plants or bulbs affected by trenching shall be reinstated using the same or similar species.
- b) Grassed areas shall be reinstated using the original turf, replacement turf or an equivalent seed, depending on weather and growing season.
- c) Where grassed areas have previously been mown, the reinstated surface shall be demonstrably free from stones greater than 20 mm nominal size. All other debris arising from the works shall be removed from the site.

27.3 REINSTATEMENT DESIGNS

27.3.1 Road, Parking Bay, Cycle Way and Public Transport Embayment Pavement Layers A road pavement reinstatement shall consist of:

27.3.1.1 Backfill (Subgrade)

27.3.1.1.1 Road pavement layers including at least one of the following layers:

- a) selected layer
- b) Subbase
- c) Base
- d) asphalt surfacing

27.3.1.1.2 Wearing course including

- a) tack coat and asphalt wearing course

27.3.1.1.3 Concrete base/wearing course

27.3.1.1.4 Block paving base/wearing course

27.3.1.1.4.1 Road carriageways shall be reinstated in accordance with the details provided in clause 27.2.3

27.3.2 Footways (Sidewalks), Medians and Pedestrian Access Crossing Pavement Layers Footway, medians and pedestrian access crossing reinstatements shall consist of:

- a) Backfill (Subgrade)
- b) Layers including at least one of the following layers:

27.3.2.1 Subbase

- a) Surfacing including

27.3.2.2 Asphalt, brick or block paving

Footways, medians and pedestrian access crossings shall be reinstated to match the existing type of layer works and surfacing or be in accordance with the details provided in clause 27.2.3 as agreed by the Road Authority. See also clause 27.4.5 in this regard.

27.3.3 Designs for Reinstatement

27.3.3.1 Pavement Layers

The types of reinstatement applicable to the classes of road are indicated in Table 1. Refer to Paragraph 1.2 and drawing no WL 0001 for the Pavement Structure for each type of reinstatement.

TABLE 1: REINSTATEMENT REQUIREMENTS

Reinstatement Type	Description	Road Class			
ROADWAYS, PARKING BAYS, CYCLE WAYS AND PUBLIC TRANSPORT EMBAYMENTS					
Type A1	Road	SEE NOTE 1	* SEE NOTE 2		
Type A2	Road		* SEE NOTE 2		
FOOTWAYS(SIDEWALKS), MEDIANS AND PEDESTRIAN ACCESS CROSSINGS					
Type B1 Type B2	Footways, medians and pedestrian access crossings	• SEE NOTE 3			
VERGES					
Type C	Verges	APPLICABLE TO ALL ROAD CLASSES			

Notes:

*1 - not applicable as trenching not permitted without specific approval.

*2 - for Class 3 roads generally a Type A2 reinstatement shall be used unless a Type A1 reinstatement or a site specific pavement design is required by the Road Authority and confirmed in writing.

*3 -type of pavement to be used shall match the existing layer works and surfacing as agreed by the Road Authority or Type B1 or B2 as applicable.

Notes:

*1 - not applicable as trenching not permitted without specific approval.

*2 - for Class 3 roads generally a Type A2 reinstatement shall be used unless a Type A1 reinstatement or a site specific pavement design is required by the Road Authority and confirmed in writing.

*3 -type of pavement to be used shall match the existing layer works and surfacing as agreed by the Road Authority or Type B1 or B2 as applicable.

27.4 ROAD CLASSES

The road classes used by the City of Cape Town are given in the table below.

TABLE 2: ROAD CLASSES

Class	Equivalent terminology
Expressway	Freeway, trunk road, highway, primary metropolitan distributor
Primary Arterial	Urban freeway, motorway, metropolitan arterial, major/ principal arterial, Urban freeway, motorway, metropolitan arterial, major/ principal arterial, primary distributor, metropolitan distributor
Secondary Arterial	Minor arterial, major collector, higher mobility activity spine, urban district distributor
Minor road	Local distributor, minor collector, neighborhood connector, CBD road, industrial road, lower mobility activity spine, urban

		collector
	Residential street	Minor street, local street, urban local access activity street, urban access street

27.5 MATERIALS

The contractor shall supply and deliver to site all reinstatement material, rate of reinstatement shall be inclusive of all costs to be able to complete reinstatement works

27.5.1 Backfill (Subgrade)

Trench backfill material shall consist of a suitable material of similar or better quality than that originally excavated from the trench. Material excavated from trenches may be used as backfill in all areas, provided that it complies with the requirements of a G9 material in accordance with SANS 1200 M.

27.5.2 Subbase

Subbase material shall comply with the requirements with of SANS 1200 ME for a G5 material. Cement used for stabilization shall be type CEM II 32, 5.

27.5.3 Base

- a) Base material shall comply with the requirements of SANS 1200 MF for a G4 material with a 26,5mm maximum aggregate size.
- b) Binders shall comply with the requirements of SANS 1200 MH. Material for prime, as may be required, shall be either MC 30 or RTH1/4P. Material for tack coats shall be 30% stable grade bitumen emulsion. The bituminous binder for asphalt shall be 50/70 penetration grade bitumen for base and wearing course and MC 3000 cut-back bitumen for sidewalk asphalt.

27.5.4 Mix specifications

27.5.5 Asphalt Base (BTB)

Asphalt for base shall comply with the requirements of SANS 1200 MH for continuously graded asphalt with a 26, 5 mm maximum aggregate size. Hot mix asphalt shall be used.

Wearing Course Areas Subject to Traffic Loads

Asphalt for wearing course shall comply with the requirements of SANS 1200 MH for continuously graded medium asphalt (CCC type a mix). Hot mix asphalt shall be used.

Surfacing for Footways (Sidewalks)

Asphalt for footway surfacing shall comply either with the requirements of SANS 1200 MH for continuously graded fine asphalt or with the requirements in (d) below. Hot or cold mix asphalt may be used.

27.6 FOOTWAY ASPHALT SPECIFICATION

- a) The bituminous binder shall be MC 3000 or other approved cut-back bitumen's.
- b) The aggregate shall be composed of clean, hard, sound particles of an approved durable material, free from organic and calcareous matter and other impurities, and shall contain a mixture by mass of 85% of 6, 7 mm aggregate mixed with 15% of an approved crusher dust graded from 3, 4 mm to dust. Not more than 2% of the total mix shall pass a 0,075 mm sieve.
- c) The aggregate shall be properly screened, cubical in shape, free of dust and shall conform to the requirements of Grade 2 stone in Table 1 SANS 1200 M: 1996. The grading shall comply with Table 1 for 6, 7 mm aggregate.
- d) The proportions of the mix shall be 94, 5 % aggregate and dust and 5, 5 % binder by mass.

27.6.1 Material Sources and Mix Designs

- a) Asphalt from approved commercial sources shall generally be used. Proposed mix designs for the materials to be supplied and examples of test results obtained on previous contracts where similar mixes were used shall be provided to the Road Authority on request.
- b) Test results from the supplier demonstrating the compliance, of the asphalt actually supplied to the works, with the requirements of this specification shall be provided to the Road Authority on request.
- c) If commercial sources are not to be used, mix design proposals shall be submitted for approval prior to the commencement of any work.

27.6.2 Segmented Paving and Edgings

27.6.2.1 Pavers

- a) Where existing paving has to be reinstated the existing type shall be matched as far as possible in terms of shape, colour, type and surface texture. Otherwise the type of reinstatement shall be in accordance with this specification and the standard materials indicated below shall be used as agreed with the Road Authority.
- b) Standard brick pavers shall be 222 mm x 106 mm x 73 mm and shall conform to SANS 227: Burnt Clay Masonry Units (latest edition) as applicable to Class FBX – E-30 bricks.
- c) Standard concrete block pavers shall be of a type specifically manufactured for paving. They shall be approximately 200 mm long and 100 mm wide. Their thickness shall be 80 mm. The blocks shall conform to SANS 1058: Standard Specification for Cement Paving Blocks (latest edition) Class 35 or the Precast Concrete Block Paving Construction guidelines. In residential areas standard 100 mm x 100 mm precast concrete cobbles may be used.

27.6.2.2. Edgings

- a) Where existing edging has to be reinstated the existing type shall be matched as far as possible in terms of shape and type. Otherwise the type of edging shall be in accordance with this specification and the standard materials indicated below shall be used as agreed with the Road Authority.
- b) Standard edging bricks shall not be of lesser quality than Grade NFX (as per the current edition of SANS 227: Burnt Clay Masonry Units).
- c) Standard precast concrete edgings shall be of cross sectional dimensions 250 mm x 100 mm or 150 mm x 75 mm complying with the relevant requirements of SANS 927. Cross sections of precast footway edgings are shown on the standard drawing R1A.
- d) The standard length edgings shall be 1 m except as specified hereinafter. Where the radius of a bend has a value between 600 mm and 30 m, the precast sections shall be supplied in 300 mm lengths and laid in segments to form the circular curve.

27.6.3 Kerbs and Other Precast Components

All kerbs or other precast components shall be reinstated in accordance with the requirements of the applicable section of SANS 1200

27.6.4 Concrete Roads

Unless otherwise agreed concrete roads shall be reinstated with a concrete base/wearing course of a similar thickness to the existing pavement. The details of the reinstatement required including layer type, thickness and joints shall be agreed with the Road Authority.

27.6.5 Gravel or Hardened Verges

Unless otherwise agreed all graveled or otherwise hardened verges or other areas shall be reinstated to match the thickness and type of material removed.

27.6.6 Concrete Slab Footways

Where concrete slab surfaces are affected and the existing materials cannot be removed and reused without significant damage the applicable method of reinstatement shall be agreed with the Road Authority.

- 27.7 All reinstatement shall be carried out by a contractor with a CIDB grading of 1 CE or higher.

28 OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

The Contractor shall comply with the Occupational Health and Safety Act, Act 85 of 1993 as amended (OHS Act) and the relevant regulations framed under the OHS Act. It should be noted that the Specification generally describes the end product and not specific methods. As the methods of FLR activities to be used are generally determined by the Contractor, detailed safety requirements applicable to all the operations to be carried out on Site are not provided in the contract documentation. The Contractor shall apply all the relevant safety regulations and requirements to the work methods and materials used.

- 28.1 The Contractor shall prepare and maintain a Health and Safety File in respect of the First Line Response contract, which shall be available for inspection on site at all times. The Contractor shall submit at commencement of contract a Health and Safety File that will be subjected to an audit at contract management stage.

- 28.2 The Contractor shall take into account, inter alia, the following conditions when complying with the OHS Act:

- 28.2.1 Live high voltage, medium and low voltage electrical equipment
- 28.2.2 Existing utility services e.g. water, sanitation, gas, telecommunications etc.
- 28.2.3 Surrounding land use
- 28.2.4 Adverse weather conditions
- 28.2.5 Wild animals such as snakes, spiders and scorpions
- 28.2.6 Falling objects
- 28.2.7 Potential exposure to falling either from, off or into
- 28.2.8 Collapsing or caving in of excavations
- 28.2.9 Independently moving mobile plant
- 28.2.10 Lifting machinery
- 28.2.11 Volatile situations (crime and gangsterism)
- 28.2.12 Shift work risk (high stress levels)
- 28.2.13 Outbreak of contagious diseases of epidemic and/or pandemic proportion

28.3 CONSTRUCTION MATERIALS

The following commonly used construction materials and substances potentially pose health and safety Hazards:

- 28.3.1 All materials contained in pressurized containers
- 28.3.2 Bitumen products
- 28.3.3 Cement
- 28.3.4 Epoxies
- 28.3.5 Insulating oils and compounds
- 28.3.6 Lime and other stabilizing agents
- 28.3.7 Paints
- 28.3.8 Sulphur hexafluoride gas
- 28.3.9 Tar products
- 28.3.10 Timber preservatives

The Contractor shall take appropriate measures to manage the risks associated with the use of all the materials required to complete the Works, i.e. not only those listed in 28.3 above, and shall, inter alia, implement all the precautionary measures provided by manufacturers and suppliers for the storage, use and application of materials used.

28.4 USE OF SITE BY THE EMPLOYER

The Contractor shall permit the City of Cape Town continuous access to the site in order to operate and maintain the existing electrical plant.

28.5 HEALTH AND SAFETY PLAN

In compliance with Occupational Health and Safety Act the Contractor shall submit a comprehensive Health and safety plan for approval by the Engineer. The health and safety plan shall address all Identified hazards on site and shall include but not be limited to:

The safety management structure including the names of all designated persons such as the site supervisor and any other competent persons;

Safety method statements and procedures to be adopted to ensure compliance with the OHS Act. Aspects to be addressed shall include, as a minimum:

- 28.5.1 Storage and use of materials
- 28.5.2 The use of tools, vehicles and plant (lifting equipment in particular)
- 28.5.3 Temporary support structures (where necessary)
- 28.5.4 Protection against falling items
- 28.5.5 Working at height
- 28.5.6 Excavation work
- 28.5.7 Working in close proximity to live underground and overhead electrical services
- 28.5.8 Public vehicle and pedestrian traffic accommodation measures
- 28.5.9 The provision and use of temporary services
- 28.5.10 Compliance with way-leaves, permissions and permits
- 28.5.11 Safety equipment, devices and clothing to be employed
- 28.5.12 Emergency procedures
- 28.5.13 Induction and training
- 28.5.14 Provision and FLR activities of the health and safety file and other documentation
- 28.5.15 Arrangements for monitoring and control to ensure compliance with the safety plan

A Health and Safety Plan at contract stage shall be site specific

29 INSURANCE

In addition to the insurances required in terms of General Conditions of Contract Clause 11 the following insurance is also required:

- 29.1 Public liability insurances shall be in the name of the Contractor, covering the Contractor and the City of Cape Town 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.
- 29.2 Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- 29.3 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.
- 29.4 Insurance to the value of R 2, 5 million for damage to or physical loss of property of the Employer that is not part of the work, arising directly from the execution of the Works.
- 29.5 Equipment insurance shall cover damage to and/or physical loss of the City of Cape Town's Assets/equipment issued to the Contractor. The Contractor will be issued with City of Cape Town's own equipment such as radios and handheld mobile devices which shall be covered by the Contractor's Insurance at acceptance of award/commencement of contract. The City will bear the cost of repairs/replacements for normal wear and tear of the devices. If, however, it is determined that the damage was caused due to neglect and/or misconduct by the Contractor the Contractor shall be liable for the repairs/replacements. The Contractor shall provide proof of insurance within 14 working days from the date of acceptance of the equipment.

30 THE CONTRACTOR SHALL SUBMIT THE FOLLOWING DOCUMENTS/INFORMATION BEFORE COMMENCEMENT OF CONTRACT:

30.1 Resources for personnel:

- 30.1.1 The **Electrician** shall have the following skills/competencies. Tenderers shall provide proof of compliance prior to commencement of contract: Responsible person in terms of NRS040
 - 30.1.1.1 Low Voltage live work certificate
 - 30.1.1.2 First Aid level 1

- 30.1.1.3 Basic firefighting
- 30.1.1.4 Aerial Platform operator certificate
- 30.1.1.5 Crane truck operator certificate
- 30.1.1.6 Working at heights certificate
- 30.1.1.7 Class 2 meter worker accreditation in terms of NRS057 / SANS 474
- 30.1.1.8 Medical certificate of fitness for staff

30.1.2 The **Semi-skilled / Handyman** shall have the following skills/competencies. Tenderers shall provide proof of compliance prior to commencement of contract:

- 30.1.2.1 Entry course in terms of NRS 040
- 30.1.2.2 Low Voltage live work certificate
- 30.1.2.3 First Aid level 1
- 30.1.2.4 Basic firefighting
- 30.1.2.5 Aerial Platform operator certificate
- 30.1.2.6 Crane truck operator certificate
- 30.1.2.7 Working at heights certificate
- 30.1.2.8 Medical certificate of fitness for staff

30.2 Tools and Equipment

30.2.1 FLR activities and FLR Public Lighting activities tools and equipment must be provided by the Contractor prior to commencement of contract.

30.2.2 The following is a list of the required tools per crew to execute the functions as per the Specifications of this Contract:

30.2.3 The Electrician's tools (double insulated kit) shall consist of at least the following:

Item	Quantity
Approved non-conductive extension ladder	1
Rubber gauntlets (1000 V)	1 pair
Sledge Hammer	1
Bandit strapping machine with stainless steel strapping and buckle	1
Fully equipped insulated electrician's tool kit	1
Flashlight (Torch)	1
Cable jointing and terminating equipment capable of jointing and terminating cables up to 35 mm ² Cu and AL for relevant service connections.	1
Angle grinder	1
Cold chisel	1
Portable electrical generator	1
Excavating equipment (Pickaxe, shovel, rake, handheld soil compactor non mechanical)	1
Pole climbing shoes	1 pair
Safety harness (fall arrester system)	1
Cordless drilling machine	1
Test Equipment	
Insulation resistance tester (1000 V)	1
Multimeter/Line Tester	1
Clamp on ammeter	1

30.2.4 The electricians' tools (double insulated kit) shall consist of at least the following:

Item	Quantity
Screw Driver Philips no 1 insulated 1000V	1
Screw Driver Philips no 2 insulated 1000V	1
Screw Driver Philips no 3 insulated 1000V	1
Screw Driver flat 150X6.5 insulated 1000V	1
Screw Driver flat 100X5 insulated 1000V	1
Screw Driver flat 125X10 insulated 1000V	1

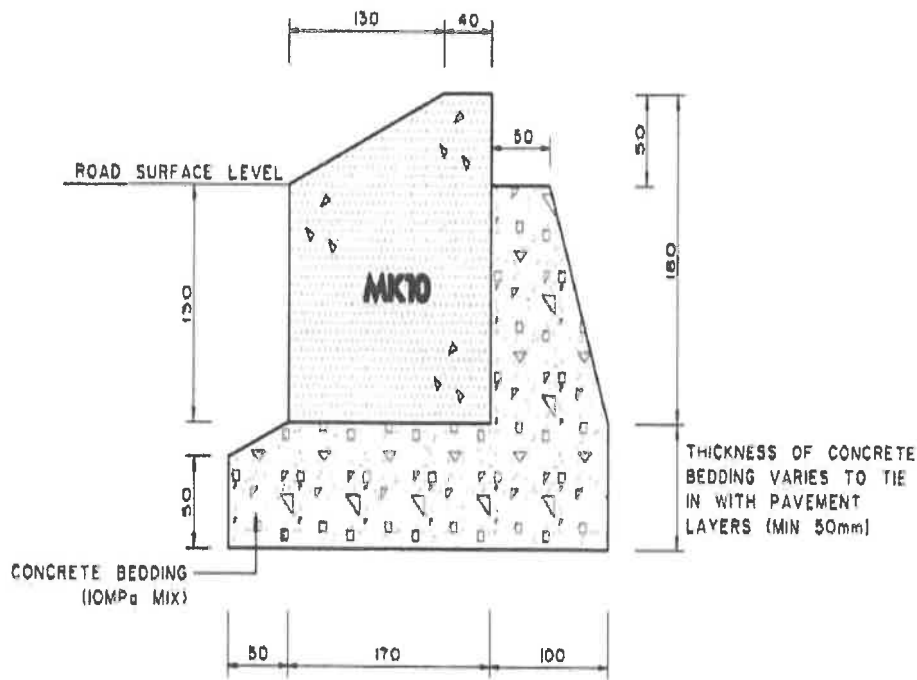
Item	Quantity
Side Cutter 200mm insulated 1000V	1
Combination Plier 220mm insulated 1000V	1
Water pump Plier 240mm insulated 1000V	1
Shifting Spanner 28mm insulated 1000V	1
Knife insulated 1000V	1
Hex Screw Driver 6mm insulated 1000V	1
Hex Screw Driver 8mm insulated 1000V	1
Hex Screw Driver 10mm insulated 1000V	1
Side Cutter 200mm composite	1
4 size ring Spanner set (13, 14, 16, 17) insulated 1000V	1
Insulated Nut Driver 10mm 0BA 1000V	1
Cable Cutter 230mm insulated 1000V	1
Long Nose 200mm 1000V	1
Tool Bag	1

- 30.3. Subcontractor for reinstatement to submit proof of CIDB grading confirmation for reinstatement subcontractor. Proof of registration with PSiRA for the security services Subcontractor. The contractor shall supply and deliver to site the material required to do the re-instatement.

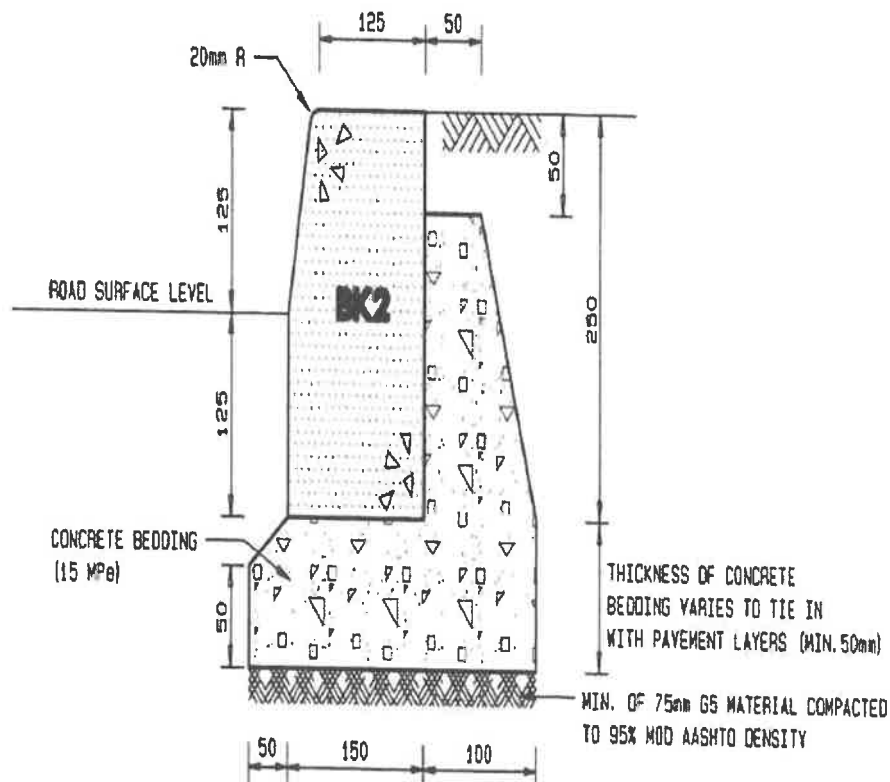
31 ADDENDUM C TO SPECIFICATION REINSTATEMENT OF KERBS

The following drawings shall be applicable to the re-instatement of kerbs, edging and concrete bollards.

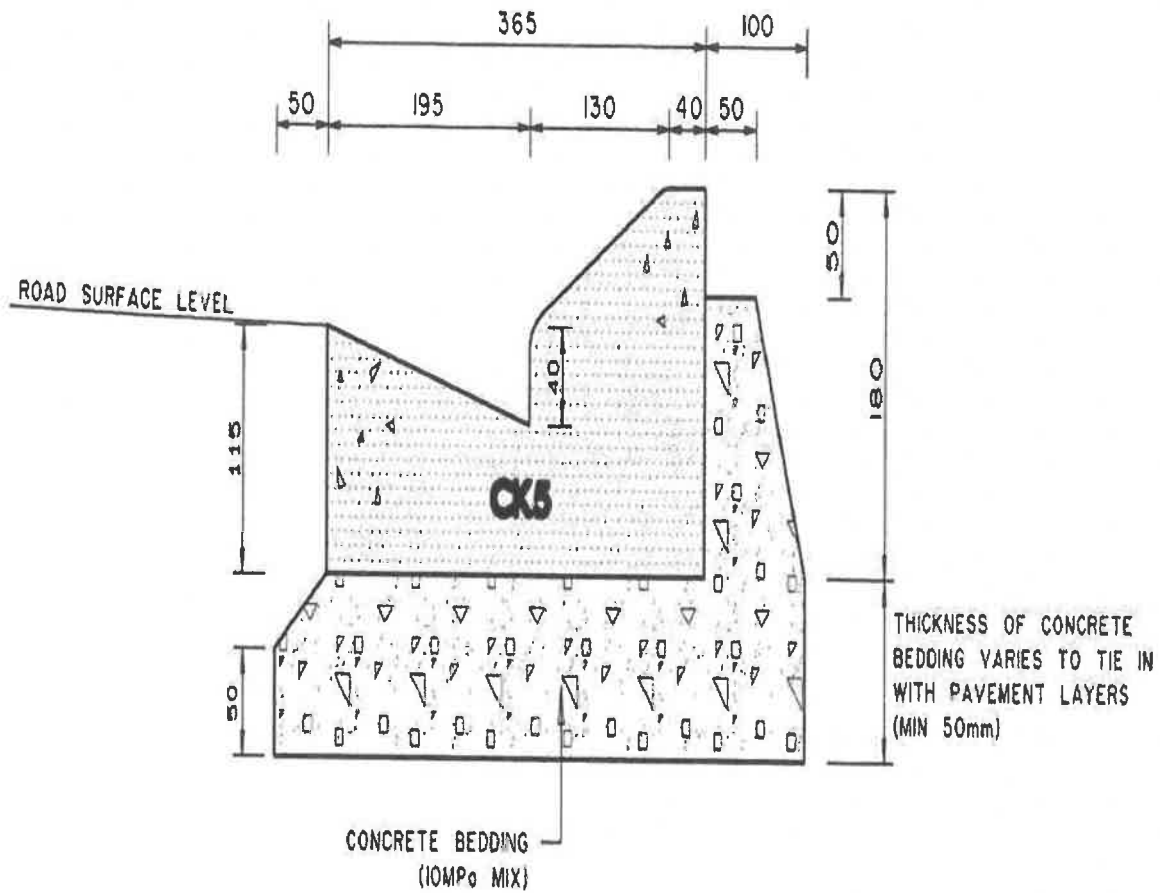
31.1.1 DETAIL OF KERBS



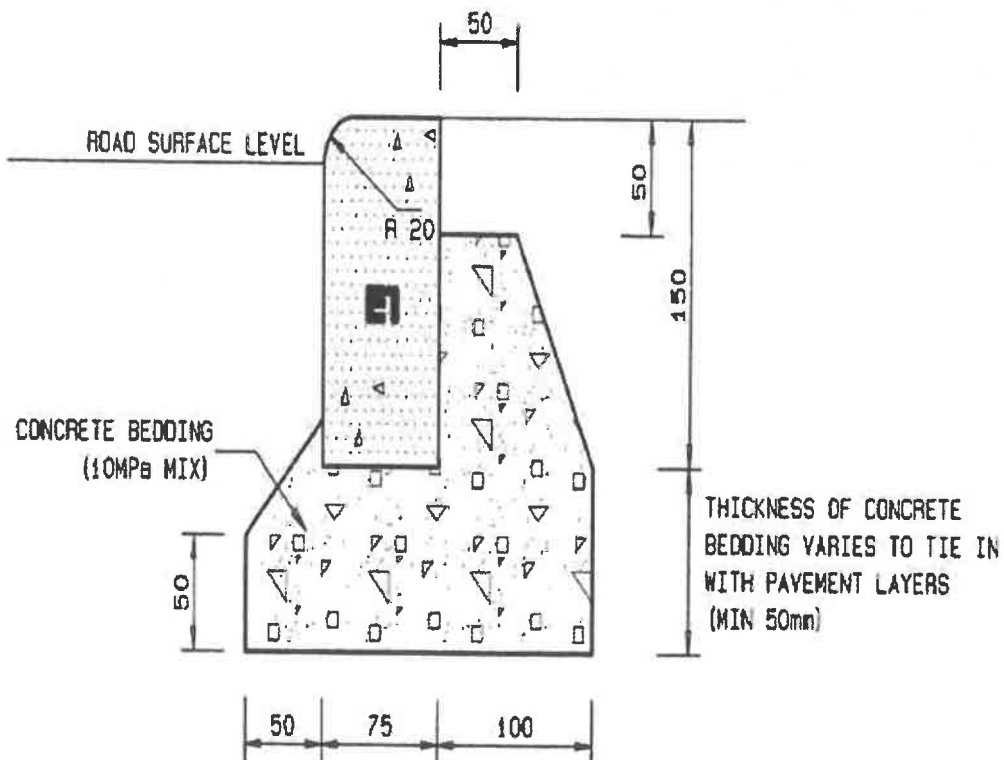
31.1.2 Barrier Kerb and Road



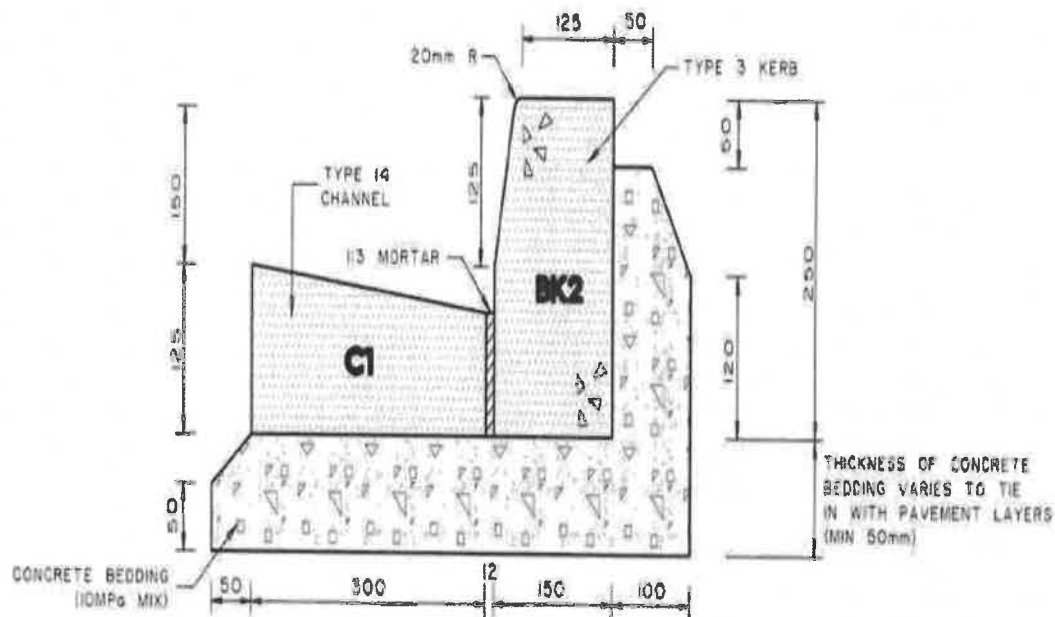
31.1.3 Combination Kerb



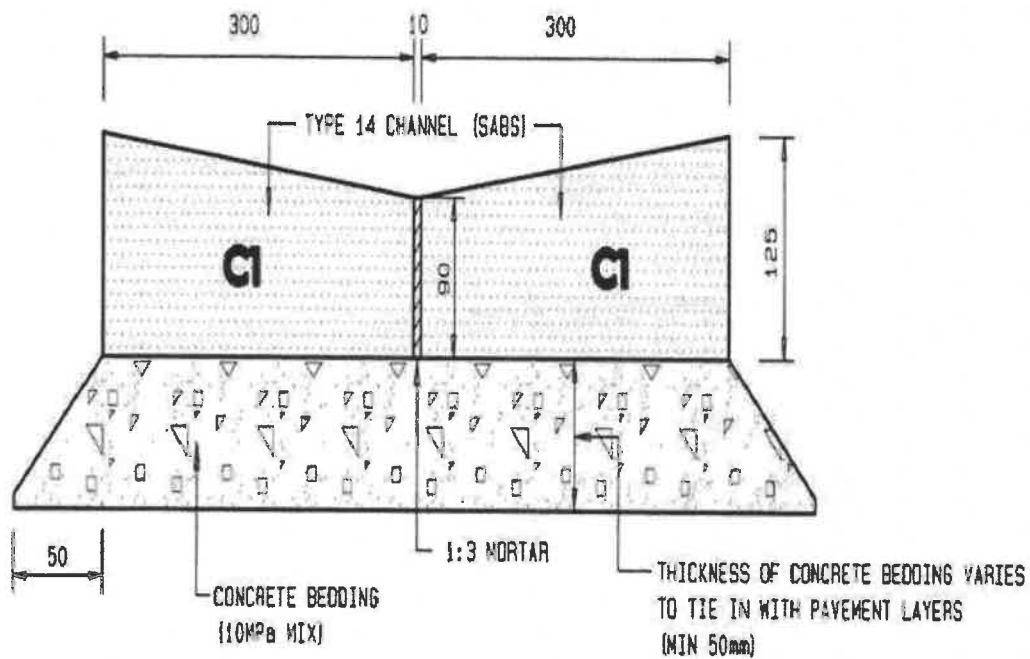
31.1.4 Edge Kerb



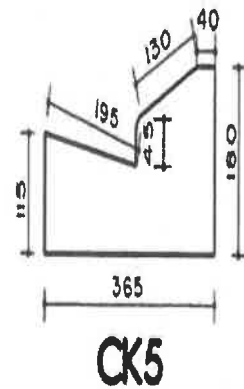
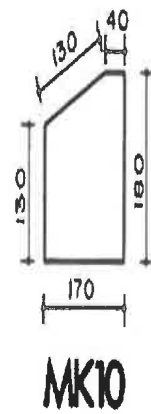
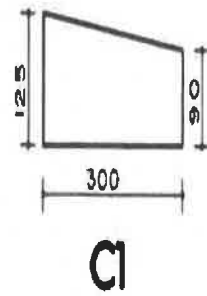
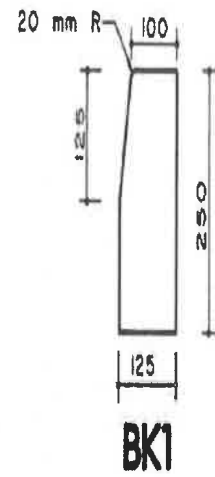
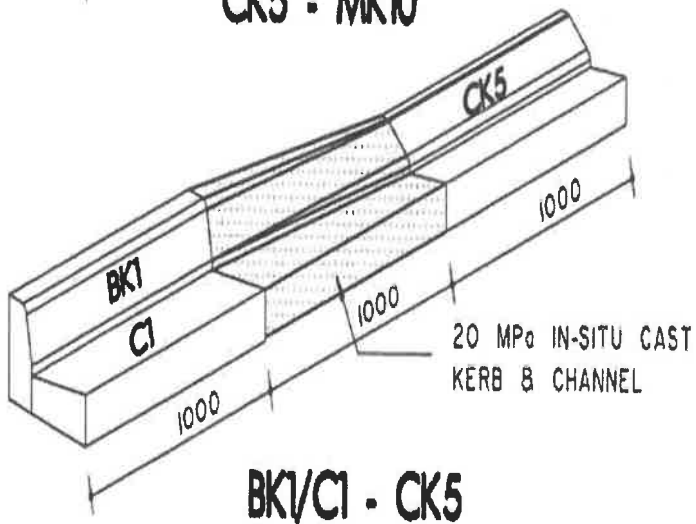
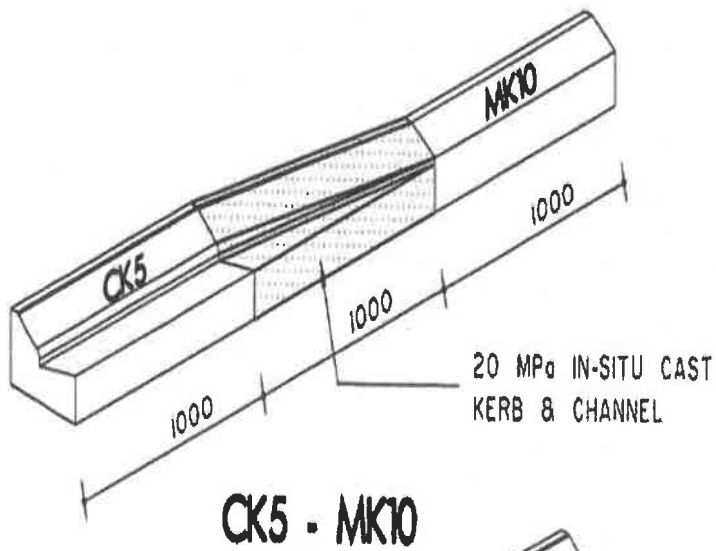
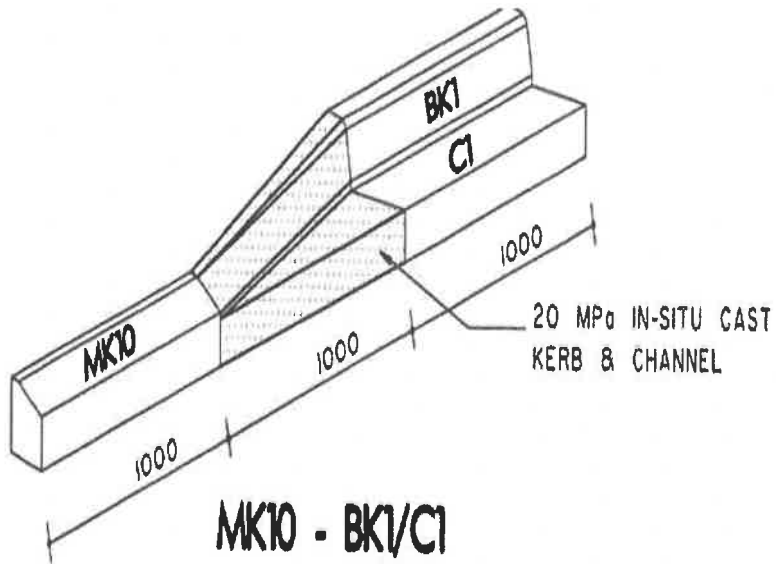
31.1.5 Barrier Kerb and Channel



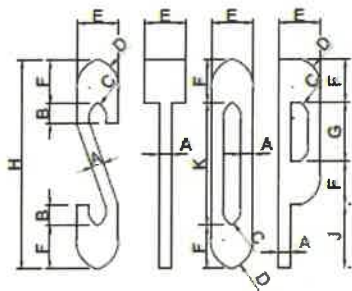
31.1.6 V-Channel



31.1.7 Transition Kerbs

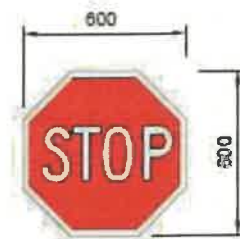
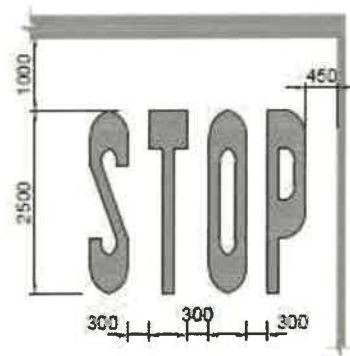
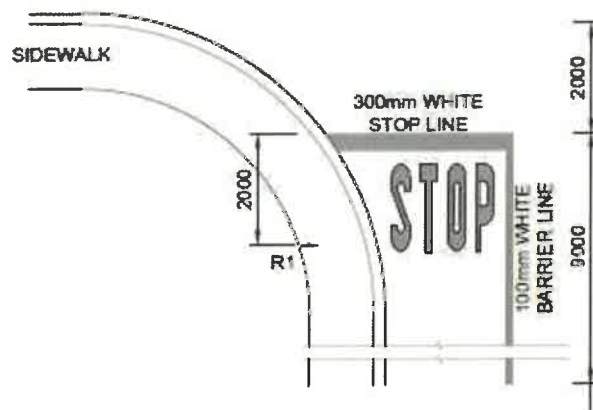


32 Road Markings

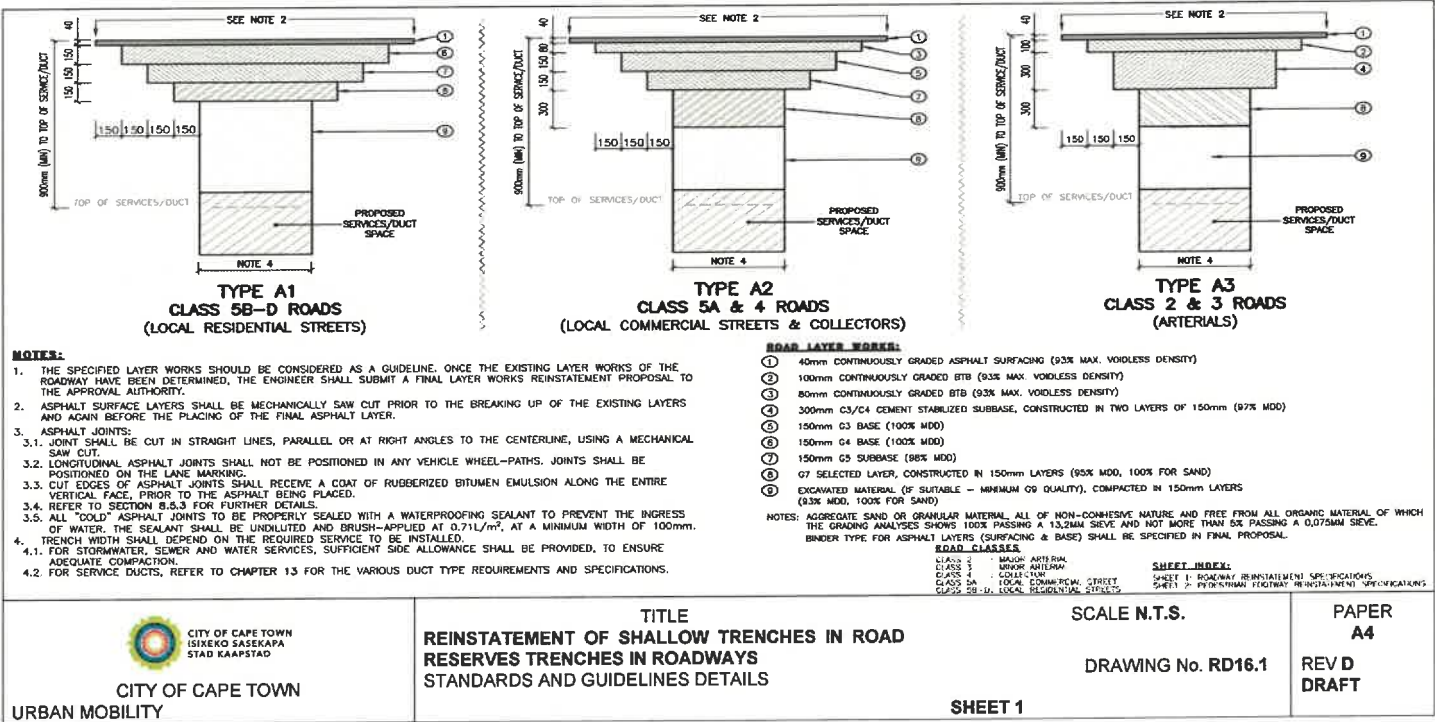


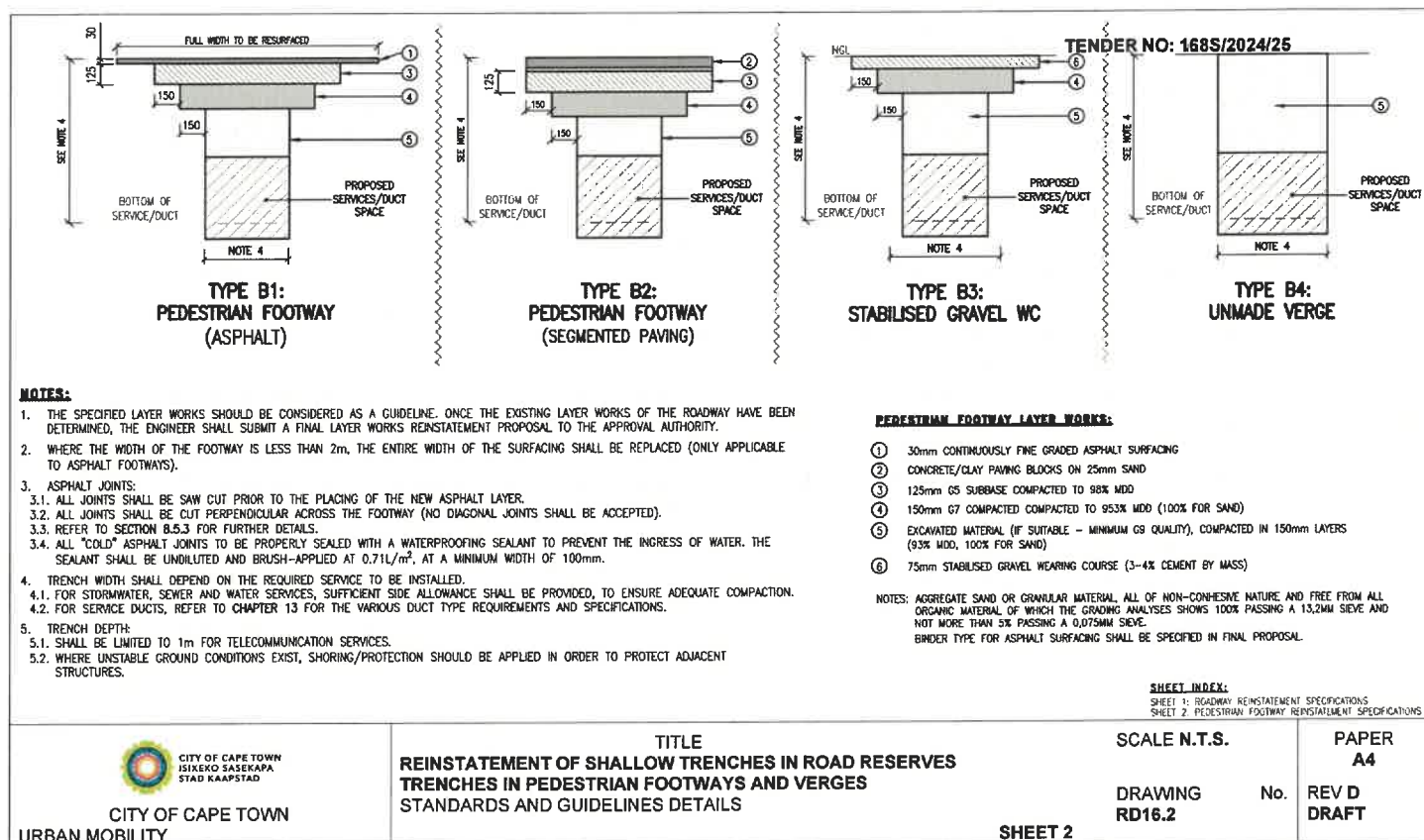
DIMENSIONS (mm)									
H	A	B	C	D	E	F	G	J	K
2,500	150	235	200	355	510	520	705	755	1,460
4,000	150	370	200	355	510	835	1125	1205	2,330
5,500	150	520	200	355	510	1145	1545	1665	3,210

TABLE RMA		
PREVAILING SPEED OF TRAFFIC km/h	TYPICAL APPLICATIONS OF ROAD MARKINGS	MINIMUM HEIGHT OF ROAD-MARKING LETTERS AND NUMBERS (m)
70	RURAL OR URBAN ARTERIAL	4.0
90	EXPRESSWAY	5.0
NOTE: THE SIZE OF LETTERS SHOULD VARY ACCORDING TO THE SPEED OF THE VEHICLE USING THE ROAD AS INDICATED IN TABLE RMA ABOVE. THE DISTANCE BETWEEN LETTERS SHALL BE 300mm.		



33 SPECIFICATION FOR THE REINSTATEMENT OF TRENCHES IN ROAD RESERVES
(latest revision as provided by City's Urban Mobility will be applicable)





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

34 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.

35 FORMS FOR CONTRACT ADMINISTRATION

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

- a) Monthly Project Labour Report (Annex 3).
- b) B-BBEE Sub-Contract Expenditure Report (Annex 4).
- c) Joint Venture Expenditure Report (Annex 5).

The Monthly Project Labour Report must include details of all labour (including that of sub-contractors) that are South African citizens earning less than (Not Applicable) per day, as adjusted from time to time (excluding any benefits), who are employed on a temporary or contract basis on this contract in the month in question.

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

The Monthly Project Labour Reports shall be completed and submitted in accordance with the instructions therein. **The B-BBEE Sub-Contract Expenditure Report** is required for monitoring the supplier's compliance with the sub-contracting conditions of the **Preference Schedule**.

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

(14.1) MONTHLY PROJECT LABOUR REPORT (EXAMPLE)

NOT APPLICABLE

TENDER NO: 168S/2024/25

(14.2) BBBEE SUB-CONTRACT EXPENDITURE REPORT (PRO FORMA)

TENDER NO. AND DESCRIPTION:

SUPPLIER:

B-BBEE SUB-CONTRACT EXPENDITURE REPORT

Rand Value of the contract (as defined in Schedule 4: Preference Schedule) (P*)	R	B-BBEE Status Level of Prime Supplier	
---	---	---------------------------------------	--

Name of Sub-contractor (list all)	B-BBEE Status Level of supplier ¹	Total value of Sub-contract (excl. VAT) ¹	Value of Sub-contract work to date (excl. VAT) ¹	Value of Sub-contract work to Sub-contractors with a lower B-BBEE Status Level than supplier
Sub-contractor A		R	R	R
Sub-contractor B		R	R	R
Sub-contractor C		R	R	R

¹Documentary evidence to be provided

Total: R
Expressed as a percentage of P* %

Signatures

Declared by supplier to be true and correct: _____

Date: _____

Verified by CCT Project Manager: _____

Date:

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

TENDER NO. AND DESCRIPTION:

SUPPLIER:.....

PARTNERSHIP/ JOINT VENTURE (JV)/ CONSORTIUM EXPENDITURE REPORT

Rand value of the contract (as defined in Schedule 4: Preference Schedule) (P*)		R		B-BBEE Status Level of Partnership/ Joint Venture (JV)/ Consortium	
Name of partners to the Partnership/ JV / Consortium (list all)	B-BBEE Status Level of each partner at contract award	Percentage contribution of each partner as per the Partnership/ JV/ Consortium Agreement ¹	Total value of partner's contribution (excl. VAT) ¹ B = A% x P*	Value of partner's contribution to date (excl. VAT) ¹ C	Value of partner's contribution as a percentage of the work executed to date D = C/P*x100
		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: _____

C.6 SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions

Insert new clause 1.1A with the following:

- 1.1A "Commencement Date" means the date the Supplier confirms receipt from the Purchaser of 1 (one) complete, signed copy of the Contract, the *Schedule of Deviations* (if any).
- 1.1B "Conditions of Contract" means the general conditions of contract and special conditions of contract including all other contract data incorporated by reference.

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

- 1.21 'Purchaser' means the City of Cape Town. The address of the Purchaser is 12 Hertzog Boulevard, Cape Town, 8001 (chosen domicilium citandi et executandi).

Add the following after Clause 1.25:

- 1.26 'Supplier' means the provider of Goods and / or Services with whom the Contract is concluded also referred to as "contractor" in the GCC.
- 1.27 "Intellectual Property" means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, copyright and rights in the nature of copyright, design rights, rights in databases, know-how, trade secrets and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites
- 1.28 "Working Day" means Monday to Friday excluding weekends and Public Holidays (in the Republic of South Africa).

3. General Obligations

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

- 3.2 The Parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.
- 3.3 If the Supplier is a joint venture, all parties in a joint venture or consortium shall be jointly and severally liable to the Purchaser in terms of the Contract and shall carry individually the minimum levels of insurance stated in the Contract, if any.

- 3.4 The Parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the Delivery of the Goods and/or Services and give all notices and pay all charges required by such authorities.
- 3.4.1 The Parties agree that this Contract shall also be subject to the CCT's Supply Chain Management Policy ("SCM Policy") that was applicable on the date the bid was advertised as amended from time to time. If the Purchaser adopts a new SCM Policy which contemplates that any clause therein would apply to the Contract emanating from this tender, such clause shall also be applicable to the Contract. Please refer to this document contained on the CCT's website.
- 3.4.2 Abuse of the supply chain management system is not permitted and may result in termination of the Contract, restriction of the Supplier, and/or the exercise by the CCT of any other remedies available to it as described in the SCM Policy or in law.
- 3.5 The Supplier shall:
- 3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the Purchase Order by the Purchaser and no later than the periods as set out in the Contract:
- a) Proof of Insurance (Refer to Clause 11) or Insurance Broker's Warrantee,
 - b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11),
 - c) Initial delivery programme, and
 - d) Other requirements as detailed in the Contract.
- 3.5.2 Only when notified of the acceptance of the bid on the Date of Commencement of Contract, the Supplier shall commence with and carry out the Delivery of the Goods and/or Services in accordance with the Contract, to the satisfaction, of the Purchaser.
- 3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the Goods and/or Services including any temporary services that may be required.
- 3.5.4 Insure his workmen and employees against death or injury arising out of the delivery of the Goods.
- 3.5.5 Be continuously represented during the Delivery of the Goods and/or Services by a competent representative duly authorised to execute instructions.
- 3.5.6 In the event of a loss resulting in a claim against the insurance policies stated in clause 11, pay the first amount (excess) as required by the insurance policy.
- 3.5.7 Comply with all written instructions from the Purchaser subject to clause 18.
- 3.5.8 Complete and Deliver the goods within the period stated in clause 10, or any extensions thereof in terms of clause 21.
- 3.5.9 Make good at his own expense, all incomplete and defective Goods during the warranty period.
- 3.5.10 Pay to the Purchaser any penalty for delay as due on demand by the Purchaser. The Supplier hereby consents to such amounts being deducted from any payment due to the Supplier.
- 3.5.11 Comply with the provisions of the OHAS Act & all relevant regulations.
- 3.5.12 Comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements.
- 3.5.13 Deliver the Goods in accordance with the Contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.
- 3.6 The Purchaser shall:
- 3.6.1 Issue Purchaser Orders for the Goods and/or Services required under this Contract. No liability for payment will ensue for arising out of the Delivery of the Goods and/or Services, unless a Purchase Order has been issued to the Supplier.
- 3.6.2 Make payment to the Supplier for the Goods and/or Services as set out herein.

- 3.6.3 Take possession of the Goods and /or Services upon Delivery by the Supplier.
- 3.6.4 Regularly inspect the Goods to establish that it is being delivered in compliance with the Contract.
- 3.6.5 Give any instructions and/or explanations and/or variations to the Supplier including any relevant advice to assist the Supplier to understand the Contract.
- 3.6.6 Grant or refuse any extension of time requested by the Supplier of the period stated in clause 10.
- 3.6.7 Inspect the Goods and/or Services to determine if, in the opinion of the Purchaser, it has been delivered in compliance with the Contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.
- 3.6.8 Brief the Supplier and issue all documents, information, etc. in accordance with the contract.

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

Add the following after clause 5.4:

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

The ownership of data and factual information collected by the Supplier and paid for by the Purchaser shall, after payment, vest with the Purchaser.

5.6 Publicity and publication

The Supplier shall not release public or media statements or publish material related to the services or agreement within two (2) years of Delivery of the Goods, without the written approval of the Purchaser, which approval shall not be unreasonably withheld.

5.7 Confidentiality

Both Parties shall keep all information obtained by them in the context of the agreement, confidential and shall not divulge it without the written approval of the other Party.

5.8 Intellectual Property

- 5.8.1 The Supplier acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Purchaser.

- 5.8.2 The Supplier hereby assigns to the Purchaser, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the agreement, unless the Parties expressly agree otherwise in writing.

- 5.8.3 The Supplier shall, and warrants that it shall:

- 5.8.3.1 Not be entitled to use the Purchaser's Intellectual Property for any purpose other than as contemplated in the agreement

- 5.8.3.2 not modify, add to, change or alter the Purchaser's Intellectual Property, or any information or data related thereto, nor may the Supplier produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Purchaser;

- 5.8.3.3 Not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Purchaser;

5.8.3.4 Comply with all reasonable directions or instructions given to it by the Purchaser in relation to the form and manner of use of the CCT Intellectual Property, including without limitation, any brand guidelines which the Purchaser may provide to the Supplier from time to time;

5.8.3.5 Ensure that its employees, directors, members and contractors comply strictly with the provisions of this Clause 5.5.8.4 above unless the Purchaser expressly agrees to the contrary, in writing and only after obtaining due internal authority for such agreement.

5.8.4 The Supplier represents and warrants to the Purchaser that, in providing Goods and/or Services for the duration of the agreement it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Purchaser from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the Supplier of any third party's Intellectual Property rights.

5.8.5 Upon expiry of the contract period and in the event that the Contract is terminated, ended or is declared void, any and all of the Purchaser's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Purchaser by the Supplier and no copies thereof shall be retained by the Supplier unless the Purchaser expressly and in writing, after obtaining due internal authority, agrees otherwise.

Add the following after clause 5.8:

5.9 Protection of Personal Information Act of 2013

By submitting a tender to the Purchaser, (and by concluding any ensuing related agreement with the City of Cape Town, if applicable), the Tenderer thereby acknowledges and unconditionally agrees:

5.9.1 that the tenderer has been informed of the purpose of the collection and processing of its personal information as defined in the Protection of Personal Information Act of 2013 ("POPIA"), which, for the avoidance of doubt is for, and in relation to, the tender process and the negotiation, conclusion, performance and enforcement of the ensuing agreement, if applicable, as well as for the City of Cape Town's reporting purposes;

5.9.2 to the collection and processing of the tenderer's personal information by the City of Cape Town and agrees to make available to the City of Cape Town, all information reasonably required by the City of Cape Town for the above purposes;

5.9.3 that the personal information the City of Cape Town collects from the tenderer or about the tenderer may be further processed for other activities and/or purposes which are lawful, reasonable, relevant and not excessive in relation to the purposes set out above, for which it was originally collected;

5.9.4 that, the tenderer indemnifies the City of Cape Town and its officials, employees, and directors and undertakes to keep the City of Cape Town and its officials, employees, and directors indemnified in respect of any claim, loss, demands, liability, costs and expenses of whatsoever nature which may be made against the City of Cape Town (including the costs incurred in defending or contesting any such claim) in relation to the tenderer or the tenderer's employees', representatives' and/or sub-Suppliers' non-compliance with POPIA and/or the City of Cape Town's failure to obtain the tenderer's consent or to notify the tenderer of the reason for the processing of the tenderer's personal information;

5.9.5 to the disclosure of the tenderer's personal information by the City of Cape Town to any third party, where the City of Cape Town has a legal or contractual obligation to disclose such personal information to the third party (or a legitimate interest exists therein);

5.9.6 that, under POPIA, the tenderer may request to access, confirm, request the correction, destruction, or deletion of, or request a description of, personal information held by the City of Cape Town in relation to you, subject to applicable law; and that under POPIA, subject to applicable law, the tenderer also has the right to be notified of a personal information breach and the right to object to, or restrict, the City of Cape Town's processing of its personal information.

5.10 PERFORMANCE MONITORING

5.10.1 As required by section 116(2) (b) of the Local Government: Municipal Financial Management Act 56 of 2003, the CCT shall monitor the performance of the Supplier on at least a monthly basis, and the Supplier

agrees to provide the CCT with its full cooperation in this regard.

7. Performance Security

Not Applicable. Tenderers must disregard the **Pro Forma Performance Security/ Guarantee** and are not required to furnish same.

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

- 10.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified in the contract. The time for Delivery of the goods shall be the date as stated on the Purchase Order. In the case of agreements for Delivery of goods in terms of framework or panel agreements, Purchase Orders for the supply and delivery of goods may be raised up until the expiry of a framework or panel agreement, provided that the goods can be delivered within 30 (thirty) days of expiry of the framework or panel agreement. In this context, the "goods" does not include services and carries its ordinary meaning. All Purchase Orders other than for the supply and Delivery of goods (i.e. supply of services, professional services or constructions works), must be completed prior to the expiry of the contract period.
- 10.2 The Purchaser shall determine, in its sole discretion, whether the Goods and/or Services have been delivered in compliance with the Contract, alternatively in such a state that it can be properly used for the purpose for which it was intended. When the Purchaser determines that the Goods and/or Services have been satisfactorily delivered, the Purchaser must issue an appropriate certification, or written approval, to that effect. Invoicing may only occur, and must be dated, on or after the date of such written acceptance of the Goods.

11. Insurance

Add the following after clause 11.1:

- 11.2 Without limiting the obligations of the Supplier in terms of this Contract, the Supplier shall effect and maintain the following additional insurances:
- 11.2.1 Public liability insurances, in the name of the Supplier, covering the Supplier and the Purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **[R20 million]** for any single claim;
- 11.2.2 Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the Supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;
- 11.2.3 Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the Supplier's broker or the insurance company itself (see the Pro Forma Insurance Broker's Warranty).
- 11.2.4 Insurance to the value of R 2, 5 million for damage to or physical loss of property of the Employer that is not part of the work, arising directly from the execution of the Works.
- 11.2.5 Insurance for the loss or damage of City assets including material (cables, meters etc.) in the contractor's possession.
- 11.2.6 Equipment insurance shall cover damage to and/or physical loss of the City of Cape Town's Assets/equipment issued to the Contractor. The Contractor will be issued with City of Cape Town's own equipment such as radios and handheld mobile devices which shall be covered by the Contractor's Insurance at acceptance of award/commencement of contract. The City will bear the cost of

repairs/replacements for normal wear and tear of the devices. If, however, it is determined that the damage was caused due to neglect and/or misconduct by the Contractor the Contractor shall be liable for the repairs/replacements. The Contractor shall provide proof of insurance within 14 working days from the date of acceptance of the equipment.

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

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

15. Warranty

Add to Clause 15.2:

15.2 The warranty for this Contract shall remain valid for twelve (12) months from date of Delivery of the Goods and/or Services.

16. Payment

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

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

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

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

Add the following after clause 16.4

16.5 Notwithstanding any amount stated on the Purchase Order, the Supplier shall only be entitled to payment for Goods and/or Services actually delivered in terms of the Specification and Drawings, or any variations thereof made in accordance with clause 18. Any contingency sum included shall be for the sole use, and at the discretion, of the Purchaser.

16.6 The Purchaser will only make advanced payments to the Supplier in strict compliance with the terms and conditions as contained in the Pro forma Advanced Payment Guarantee and only once the authenticity of such guarantee has been verified by the Purchaser's Treasury Department.
the deposit is to be returned by the Purchaser upon request, for the whole value of the item.

17. Prices

Add the following after clause 17.1

17.2 If as a result of an award of a contract beyond the original tender validity period, the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then the contract may be subject to contract price adjustment for that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Purchaser delegated authority if such was not included in the bid documents.

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

17.4 The prices for the goods and/or Services delivered and services performed shall be subject to contract price adjustment in terms of Schedule F.1 Contract Price Adjustment and/or Rate of Exchange Variations and the following conditions will be applicable:

17.5 If price adjustment for variations in the cost of plant and materials imported from outside of South Africa is provided for in the contract, such adjustment shall be based on the information contained on the schedule titled "Price Basis for Imported Resources" and as below. For the purposes of this clause the Rand value of imported Plant and Materials inserted on the schedule titled "Price Basis for Imported Resources" (column (F)) shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate quoted by CCT's main banker, NEDBANK, on the Base Date (seven calendar days before tender closing date) rounded to the second decimal place (column(B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)). – Not Applicable

17.5.1 Adjustment for variations in rates of exchange: – Not Applicable

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

17.5.2 Adjustment for variations in customs surcharge and customs duty

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

17.5.3 Adjustment for variation in labour and material Costs

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

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

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

Variations means changes to the Goods and/or Services, extension of the contract period or increases in the value of the Contract as a result of written instructions issued by the Purchaser to the Supplier. Such changes are subject to prior approval by the Purchaser's delegated authority. Should the Supplier deliver any Goods not described in a written instruction from the Purchaser, the Purchaser's liability for payment shall not arise until such time as the change has been duly approved and such approval communicated to the Purchaser.

20. Subcontracts

Add the following after clause 20.1:

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

21. Delays in the supplier's performance

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

- 21.2 If at any time during the performance of obligations contained in the Contract the Supplier or its subcontractors should encounter conditions beyond their reasonable control which impede the timely delivery of the Goods and/or Services, the Supplier shall notify the Purchaser in writing, within 7 (seven) days of first having become aware of these conditions, of the facts of the delay, its cause(s) and its probable duration. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation, and may at his discretion extend the time for Delivery.

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

The Purchaser shall notify the Supplier in writing of his decision(s) in the above regard.

- 21.3 No provision in this Contract shall be deemed to prohibit the obtaining of Goods and/or Services from a national department, provincial department, or a local authority.

22. Penalties

Delete clause 22.1 and replace with the following:

- 22.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods and/or Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from amounts payable, 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 [as stipulated in clause 8 of the Specification]

- 22.2 The Purchaser shall, without prejudice to its other remedies under the contract, deduct from amounts payable, financial penalties as contained on the Preference Schedule for breaches of the conditions upon

which preference points were awarded.

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

If the Supplier fails to remedy the breach in terms of such notice.

Add the following after clause 23.7:

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

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

23.8.2 If the Parties, by mutual agreement, terminate the Contract.

23.8.3 If a material irregularity vitiates the procurement process leading to the conclusion of the Contract, rendering the procurement process and the conclusion of the resulting Contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective the Contract may be terminated by the Purchaser (upon conclusion of applicable processes by the City Manager as described in the Purchaser's SCM Policy).

23.8.4 Reputational risk or harm to the Purchaser

The Purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, may terminate the contract if the implementation of the contract may result in reputational risk or harm to the Purchaser as a result of (inter alia):

- a) reports of poor governance and/or unethical behaviour;
- b) association with known notorious individuals and family of notorious individuals;
- c) poor performance issues, known to the Purchaser
- d) negative social media reports;
- e) adverse assurance (e.g. due diligence) report outcomes; or
- f) circumstances where the relevant vendor has employed, or is directed by, anyone who was previously employed in the service of the state (as defined in clause 1.53), where the person is or was negatively implicated in any SCM irregularity.

By or in relation to the Supplier, the Contract may be terminated by the Purchaser after providing notice to the Supplier.

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

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

26.1 In the event of the Supplier becoming bankrupt or otherwise insolvent the Purchaser may elect to:

26.1.1 At any time, terminate the Contract by giving written notice to the Supplier; or

26.1.2 Accept a Supplier's proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms or takes steps to ensure its rights are protected and any negative impact on service delivery is mitigated.

26.2 In the event of the Purchaser electing to cancel the Contract in accordance with clause 26.1.1 above, the Purchaser shall make payment of all verified and signed off invoices. In the event of there being any dispute in respect of any outstanding invoices such dispute shall be dealt with in accordance with the

dispute resolution mechanism in the Contract.

27. Settlement of Disputes

Amend clause 27.1 as follows:

- 27.1 If any dispute or difference of any kind whatsoever, with the exception of termination in terms of clause 23 arises between the Purchaser and the Supplier in connection with or arising out of the Contract, the Parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.

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

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

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

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

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

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

28. Limitation of Liability

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

- (a) notwithstanding any provision to the contrary contained in this contract, neither the supplier nor any of its officers, directors, employees, agents contractors, consultants or other representatives shall be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect, incidental, special or consequential loss or damage of any kind, including without limitation the loss of use, loss of production, or loss of profits or interest costs, loss of goodwill, lost or damaged data or software, costs of substitute products/services and/or loss of business or business opportunities (whether foreseeable or unforeseeable), provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser;
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the sums insured in terms of clause 11 in respect of insurable events, or where no such amounts are stated, to an amount equal to twice the Contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

Add the following after clause 28.1:

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

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

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

- 28.3 The Supplier and/or its employees, agents, concessionaires, suppliers, sub-contractors or customers shall not have any claim of any nature against the purchaser for any loss, damage, injury or death which any of them may directly or indirectly suffer, whether or not such loss, damages, injury or death is caused through negligence of the Purchaser or its agents or employees.
- 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 day delivery of delivery or the next Working Day,
 - b) sent by registered mail – five (5) Working Days after mailing,
 - c) sent by email or telefax – one (1) Working Day after transmission.

32. Taxes and Duties

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

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

Add the following after clause 32.3:

- 32.4 The VAT registration number of the CCT is 4500193497.

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations

- 35.1 The Supplier shall complete, sign and submit with each delivery note, all the documents as required in the Specifications including Monthly Project Labour Reports (Annexure B). Any failure in this regard may result in a delay in the processing of payments.

C.7 GENERAL CONDITIONS OF CONTRACT

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

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1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

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

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

2. Application

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

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

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

3. General

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

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from 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 as far as may be necessary for the purposes of such performance.

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

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

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

6. Patent rights

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

7. Performance Security

7.1 Within 30 (thirty) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:

- a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- b) A cashier's or certified cheque.

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in the SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in the SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of any other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than 30 (thirty) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in the SCC.

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

21.2 If at any time during the performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his or her discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the Parties by amendment of contract.

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

21.4 The right is reserved to procure, outside of the contract, small quantities of supplies; or to have minor essential services executed if an emergency arises, or the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22,

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

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and, without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person is or was, in the opinion of the Accounting Officer/Authority, actively associated.

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of Liability

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

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

29. Governing language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, licence fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

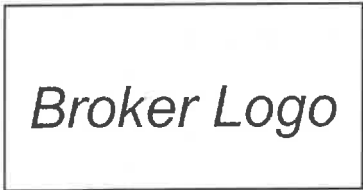
34.1 In terms of section 4 (1) (b) (iii) of the Competition Act, Act 89 of 1998, as amended, an agreement between or concerted practice by firms, or a decision by an association of firms, is prohibited if it is between Parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.

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

C.8 ANNEXURES

Annexure A – Pro Forma Insurance Broker's Warranty



Letterhead of supplier's Insurance Broker

Date _____

CCT
City Manager
Civic Centre
12 Hertzog Boulevard
Cape Town
8000

Dear Sir

TENDER NO.: 2023/24

TENDER DESCRIPTION:

NAME OF SUPPLIER: _____

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

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

Yours faithfully

Signed: _____

For: _____ (Supplier's Insurance Broker)

Annexure B – Monthly Project Labour Report

NOT APPLICABLE

Annexure C - Pro Forma Performance Security/ Guarantee

NOT APPLICABLE

Annexure D - Pro Forma Advance Payment Guarantee

NOT APPLICABLE

Approved Financial Institution as at 28 February 2023:

1.1 National Banks

ABSA Bank Limited
Firststrand Bank Limited
Investec Bank Limited
Nedbank Limited
Standard Bank of South Africa Limited

1.2 International Banks (with branches in South Africa)

Barclays Bank PLC
Citibank NA
Credit Agricole Corporate and Investment Bank
HSBC Bank PLC
JPMorgan Chase Bank
Societe Generale
Standard Chartered Bank

1.3 Insurance Companies

American International Group Inc (AIG)
Bryte Insurance Company Limited
Coface SA
Compass Insurance Company Limited
Credit Guarantee Insurance Corporation of Africa Limited
Guardrisk Insurance Company Limited
Hollard Insurance Company Limited
Infiniti Insurance Limited
Lombard Insurance Company Limited
Mutual and Federal Risk Financing Limited
New National Assurance Company Limited
PSG Konsult Ltd (previously Absa Insurance)
Regent Insurance Company Limited
Renasa Insurance Company Limited
Santam Limited...]

Annexure F - Tender Returnable Documents

F.1: Contract Price Adjustment and/or Rate of Exchange Variation

1. TENDER CONDITIONS

- 1.1 The Contract Price Adjustment (CPA) mechanism and/or provisions relating to Rate of Exchange (RoE) Variation, contained in this schedule is compulsory and binding on all Tenderers/Suppliers and this schedule (the parts relevant to the particular tender) must be completed by all Tenderers / Suppliers.
- 1.2 Tenderers/Suppliers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule.
- 1.3 Tenderers are not permitted to offer fixed and firm prices except as provided for in the Price Schedule.

2. CPA PROVISIONS SELECTION

- 2.1 The prices stipulated on the Price Schedule are subject to adjustment as set out below.
- 2.2 The CPA provisions applicable to this tender and resulting contract are indicated below:

	<u>Indicate option</u>	<u>CPA Type</u>	<u>Period</u>	<u>Refer to Section</u>
A	☒	STATS SA Index Based CPA	Annually	Schedule F.1 (A)
		AND		
B	☒	Sectorial Determination 6: Private Security Sector	Annually	Schedule F.1 (B)

3. CONTRACT CPA APPLICATIONS AND ADMINISTRATION

- 3.1 Any claim for variation in the contract price must be submitted in writing:
- By letter to: **Director: Electricity Generation and Distribution**, City of Cape Town, P O Box 655, Cape Town, 8000 or
 - By email to: **Nandipha.Ncele@capetown.gov.za**

at least 14 days prior to the month upon which the adjustment would become effective in the case of prices being set in advance, and as soon as relevant indices are available and no later than 60 days after the date of delivery of goods or the completion of the project (i.e. date of issue of the Taking-Over Certificate, if applicable) in the case of adjustments being claimed retrospectively for Goods or Services. The latter case is only applicable where specifically provided for in the CPA provisions.

- 3.2 When submitting a request for CPA adjustment the Supplier shall indicate the Rand Value claimed for each item listed on C.4 - Price Schedule, clearly indicating the item number as per C.4 - Price Schedule. Percentage increases will not be considered. A mere notification of a request for CPA without stating the new price claimed for each item shall, for the purpose of this clause, not be regarded as a valid request.
- 3.3 The CCT reserves the right to request the Supplier to submit auditor's certificates or such other documentary proof as it may require in order to verify a claim for CPA adjustments. Price adjustments will not be processed until such time as the Supplier submits such auditor's certificates or other documentary proof to the CCT. Should the Supplier fail to submit the auditor's certificates or other documentary proof to the CCT within 30 days from the written request, it shall be presumed that the Supplier has abandoned his request.
- 3.4 The CCT reserves the right to withhold payment of any claim for adjustment while only provisional figures are available and until such time as the final (revised) figures are issued by the relevant authority.

- 3.5 The CCT will confirm in writing once processing of the CPA adjustments have been completed including the effective date of the adjustments.
- 3.6 Unless indicated otherwise in the relevant schedule below, all Purchase Orders issued on or after the effective date of the adjustment shall be issued at, and the Goods or Services supplied, invoiced and paid for at the adjusted prices. The relevant adjustment will not be applied to Purchase Orders issued prior to the effective date.

F.1 (A) STATS SA INDEX

1. All items tendered, with the exception of Item 5.28, are subject to adjustment based on changes in the Statistics South Africa (STATS SA) Indices.
2. The tender price as per C.4 Pricing Schedule shall be adjusted annually in accordance with clause 4 and 5 below.
3. The Contract Price(s) shall remain FIRM for the first 12 calendar months from date of Commencement Date of Contract and Suppliers are not permitted to requests CPA during this period.
4. The Contract Price(s) will thereafter be subject to adjustment annually based on the below formula:

$$(1 - x) \left[\frac{aLt}{Lo} + \frac{bPt}{Po} + \frac{cMt}{Mo} + \frac{dFt}{Fo} - 1 \right]$$

The value of "x" the portion, expressed as a decimal of unity, not subject to adjustment.

The values subject to adjustment are:

a = (L) Labour

b = (P) Contractor's plant and equipment

c = (M) Material

d = (F) Fuel

The "O" being the base month and "t" denoting the current indices

The **base month** is one month prior to the month in which the tender closed.

- 4.1 Where applicable, in terms of the foregoing, the tender price as per C.4 Pricing Schedule shall be adjusted in accordance with the above contract price adjustment formula with the following values:

The value of "x" is 0,10.

The values of the coefficients are:

a = 0,60 b = 0,10 c = 0,08 d = 0,22

- 4.2 The indices for "L", "P", "M" and "F" are the following as published by Statistics South Africa:

"L" is the "Labour Index" and shall be the Consumer Price Index (CPI) for the City of Cape Town, Western Cape, as published in the Statistical News Release, P0141 Additional Tables: Table A – CPI – all items, according to area, of Statistics South Africa.

"P" is the "Plant Index" and shall be the Construction Materials Price Index for "Plant and Equipment" as published in the Statistical News Release P0151.1, Table 4 – Mining and construction plant and equipment price index of Statistics South Africa. The latest revised similar table as published by Statistics SA shall be applicable.

"M" is the "Materials Index" and shall be the Construction Materials Price Index for selected materials, Materials for "Civil Engineering material – roads, general (excluding bitumen)," as published in the Statistical News Release P0151.1, Table 6 – Civil engineering material price indices of Statistics South Africa. The latest revised similar table as published by Statistics SA shall be applicable.

"F" is the "Fuel Index" and shall be the Producer Price Index (PPI) for "Coal and Petroleum Products - Diesel",

as published in the Statistical News Release P0142.1: Table 1 –PPI for final manufactured goods of Statistics South Africa. The latest revised similar table as published by Statistics SA shall be applicable.

**Note: If the tables are revised by Statistics SA, the latest version of the table depicting the applicable indices will be utilised.*

5. The contract price adjustment shall be applied annually and is due on the anniversary of the commencement date of contract. The reference month for the applicable indices (also defined as current indices) used to compute the Price Adjustment Factor shall be three months prior to the anniversary month of the commencement of contract.

Example:

commencement of contract 01 July 2026

anniversary of commencement date of contract for CPA due, 01 July 2027

current indices for CPA, 3 months prior to the anniversary month, therefore indices published for April 2027

F.1. (B) SECTORIAL DETERMINATION

1. Applicable to tendered prices for item 5.28, that are subject to adjustment based on changes in the Sectorial Determination for **Private Security Sector**.
2. The labour variation shall be based on the annual increase from the Department of Labour **Sectorial Determination 6: Private Security Sector**.
3. The contract price per item which is subject to the Sectorial determination, shall be adjusted **annually**, and the adjusted contract price shall be applicable for purchase orders issue during the following full calendar month.
4. The base month for CPA calculations shall be the calendar month of the closing date for tenders, and the Sectorial Determination valid at closing date of tender shall be used.
5. Adjusted month for CPA calculations of the contract prices per item in C.4 - Price Schedule shall be calculated based upon the annual Sectorial Determination published by the Department of Labour.

Schedule F.2: Certificate of Authority for Partnerships/ Joint Ventures/ Consortia

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 F.3: Declaration for Procurement above R10 million

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

1. Are you by law required to prepare annual financial statements for auditing? (Please mark with X)
- | | | |
|-----|-------------------------------------|----|
| YES | ☒ | NO |
|-----|-------------------------------------|----|

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

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)
COCOT	First line Response	36 months	
COCOT	Public Lighting	12 months	
COCOT	Felive Lights	36 months	

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 | ☒ |
|-----|--|----|-------------------------------------|

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 CCT of any other remedies available to it.

Sign
Print

On behalf of the tenderer (duly authorised)

12 February 2025

Date

Schedule F.4: Preference Points Claim Form In Terms Of the Preferential Procurement Regulations 2022

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

The applicable preference point system for this tender is the 90/10 preference point system.

- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

The following definitions shall apply to this schedule:

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**POINTS AWARDED FOR PRICE****THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

90/10

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	To be Completed by the Organ of State	To be Completed by the Tenderer Page reference for evidence
	Number of points Allocated (90/10 system)	Number of points claimed (90/10 system)
Gender	3	35f 2
Race	3	3
Disability	1	0
Promotion of Micro and Small Enterprises	3	3

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3 Name of company/firm..... HCC Energy Pty Ltd

4.4 Company registration number [REDACTED]

4.5 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☒ Personal Liability Company (Pty) Limited
- ☐ Non-Profit Company

☐ State Owned Company

(Tick applicable box)

4.6

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 4.1 and 4.2, the Supplier may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or Supplier, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

Signature of Tenderer

Date

Name and Surname

Schedule F.5: Declaration of Interest – State Employees (MBD 4 amended)

1. No bid will be accepted from:
 - 1.1 persons in the service of the state¹, or
 - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
 - 1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town (CCT) during the previous twelve (12) months, or
 - 1.4 from an entity who has employed a former CCT employee who was at a level of T14 or higher at the time of leaving the CCT's employ and involved in any of the CCT's bid committees for the bid submitted, if:
 - 1.4.1 the CCT employee left the CCT's employment voluntarily, during the previous twelve (12) months;
 - 1.5 a person who was a CCT employee, or an entity that employs a CCT employee, if
 - 1.5.1 the CCT employee left the CCT's employment whilst under investigation for alleged misconduct, or
 - 1.5.2 was facing disciplinary action or potential disciplinary action by the CCT, or
 - 1.5.3 was involved in a dispute against the CCT during the previous thirty six (36) months.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
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: Haz Energy Pty Ltd - [REDACTED]
 - 3.2 Identity Number: [REDACTED]
 - 3.3 Position occupied in the Company (director, trustee, shareholder): Director
 - 3.4 Company or Close Corporation Registration Number: [REDACTED]
 - 3.5 Tax Reference Number: [REDACTED]
 - 3.6 VAT Registration Number: [REDACTED]
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? YES / ~~NO~~
 - 3.8.1 If yes, furnish particulars: _____
 - 3.9 Have you been in the service of the state for the past twelve months? YES / ~~NO~~
 - 3.9.1 If yes, furnish particulars: _____
 - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? YES / ~~NO~~
 - 3.10.1 If yes, furnish particulars: _____
 - 3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? YES / ~~NO~~
 - 3.11.1 If yes, furnish particulars: _____
 - 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? YES / ~~NO~~
 - 3.12.1 If yes, furnish particulars: _____

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? YES / ~~NO~~
 3.13.1 If yes, furnish particulars: _____

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? YES / ~~NO~~
 3.14.1 If yes, furnish particulars: _____

3.15 Have you, or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company been in the service of the CCT in the past twelve months? YES / ~~NO~~
 3.15.1 If yes, furnish particulars: _____

3.16 Do you have any employees who was in the service of the CCT at a level of T14 or higher at the time they left the employ of the CCT, and who was involved in any of the CCT's bid committees for this bid? YES / ~~NO~~
 3.16.1 If yes, furnish particulars: _____

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

Full Name	Identity Number	State Employee Number
		

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

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

Signature

Print name

On behalf of the tenderer (fully authorised)

Date

12 February 2025

***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.

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

Schedule F.6: Conflict of Interest Declaration

1. The tenderer shall declare whether it has any conflict of interest in the transaction for which the 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 CCT, please contact the following:

The CCT'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 CCT of any other remedies available to it.

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

12 February 2025
 Date

Schedule F.7: Declaration of Tenderer's Past Supply Chain Management Practices (MBD 8)

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

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

Item	Question	Yes	No
2.1	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 ☒
2.5.1	If so, furnish particulars:		

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

Signature
Print name:

On behalf of the tenderer (duly authorised)

12 February 2025

Date

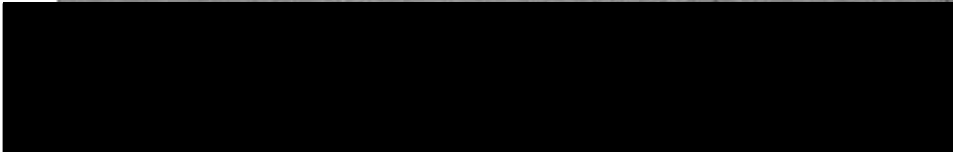
Schedule F.8: Authorisation for the Deduction of Outstanding Amounts Owed to the CCT

To: THE CITY MANAGER, City of Cape Town

From: NCC Energy Pty Ltd
(Name of tenderer)**RE: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CCT**

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:

Physical Business address(es) of the tenderer	Municipal Account number(s)	Inside the CCT municipal boundary (Yes/No)
		Yes

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)	Inside the CCT municipal boundary (Yes/No)
				Yes
				Yes

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 tender, or the exercise by the CCT of any other remedies available to it.

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

Date: 12 February 2025

Schedule F.9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender number [168S/2024/25 and tender description: FIRST LINE RESPONSE – DISTRIBUTION AREA EAST, NORTH AND SOUTH] in response to the tender invitation made by THE CCT, do hereby make the following statements, which I certify to be true and complete in every respect:

I certify, on behalf of: HCC Energy Pty Ltd (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, and/or any other applicable legislation.

Signature

Print name:

On behalf of the tenderer (only authorised)

Date

12 February 2025

(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 F.11: List of Other Documents Attached By Tenderer

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

	Date of Document	Title of Document or Description (refer to clauses / schedules of this tender document where applicable)
1.		company Registration Docs (MCA & Banking Details)
2.		CIDB
3.		SARS, VAT, Tax
4.		CEO's Identities
5.		B - BBBEE
6.		CSD Registration Report
7.		Public Liability
8.		Financial Statements
9.		Lease Agreement
10.		Vehicles / Rental agreements
11.		Construction Equipment
12.		NBCEI
13.		Current / completed Projects
14.		Key Personnel
15.		Minutes & Attendance
16.		Municipal Accounts
17.		Addendums

Attach additional pages if more space is required.

Signature

Print name

On behalf of the tenderer (only authorised)

12 February 2025

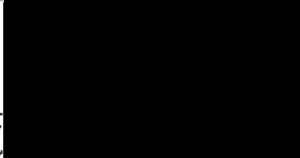
Date

Schedule F.12: Record of Addenda to Tender Documents

We confirm that the following communications received from the CCT 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.	27 02. 2025	notice 1
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

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

12. February 2025
 Date

Schedule F.13: Information to Be Provided With the Tender
--

The following information shall be provided with the Tender:

Tenderers to ensure they complete this checklist before submitting this tender document.

ITEM NAME	CONFIRMATION	COMMENTS
ANNEXURE A: COMPANY EXPERIENCE	YES/NO	
ANNEXURE B: CONTRACTOR STAFF	YES/NO	
ANNEXURE C: INVENTORY OF VEHICLES	YES/NO	
PRICE SCHEDULE	YES/NO	
SCHEDULE F.2: CERTIFICATE OF AUTHORITY FOR PARTNERSHIPS/ JOINT VENTURES/ CONSORTIUMS	YES/NO	
SCHEDULE F.3: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION	YES/NO	
SCHEDULE F.4: PREFERENCE SCHEDULE	YES/NO	
SCHEDULE F.5: DECLARATION OF INTEREST - STATE EMPLOYEES (MBD 4 AMENDED)	YES/NO	
SCHEDULE F.6: CONFLICT OF INTEREST DECLARATION	YES/NO	
SCHEDULE 6: DECLARATION OF INTEREST - STATE EMPLOYEES (MBD 4)	YES/NO	
SCHEDULE F.8: AUTHORIZATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CITY OF CAPE TOWN	YES/NO	
SCHEDULE 8: CONTRACT PRICE ADJUSTMENT AND/OR RATE OF EXCHANGE VARIATION	YES/NO	
SCHEDULE F.9: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION	YES/NO	
SCHEDULE F.11: LIST OF OTHER DOCUMENTS ATTACHED BY TENDERER	YES/NO	
SCHEDULE F.12: RECORD OF ADDENDA TO TENDER DOCUMENTS	YES/NO	
SCHEDULE F.13: INFORMATION TO BE PROVIDED WITH THE TENDER	YES/NO	
FORM OF OFFER AND ACCEPTANCE	YES/NO	
DISTRICT OF PREFERENCE	YES/NO	

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

12 February 2025
 Date

SCHEDULES F.13: REQUIREMENTS FOR COMPLIANCE WITH SPECIFICATION**ANNEXURE A****SCHEDULE OF PREVIOUS RELEVANT EXPERIENCE OF SIMILAR WORK UNDERTAKEN**

Details of the Tenderer's previous experience in the execution of work of a similar or equivalent nature to that described in this document. Failure to populate the table below will result in zero points for functionality.

No.	Entity Name	Description of work	Contact Person	Contact Number	Period (Month and Year)		Value of Contract
					Start date	End date	
1	Star Civil	Informal settlement, MVE LV reticulation and streetlighting			July 2019	July 2021	R5100 000,00
2	Afrim Civil	Informal settlement, MVE LV reticulation and streetlighting, Metering			October 2019	October 2020	R5 245 185,00
3	Arlene Civil	Informal settlement, MVE LV reticulation and streetlighting			February 2021	April 2022	R5300 000,00

No.	Entity Name	Description of work	Contact Person	Contact Number	Period (Month and Year)		Value of Contract
					Start date	End date	
4	Urban Properties	Informal settlement, MVE LV reticulation and streetlighting			October 2021	November 2023	R17 000 000,00
5	Execo Civils	street lighting project			September 2021	October 2023	R1 814 000,00
6	City of Cape Town	Street light maintenance			May 2022	June 2023	R5 957 444,38
7	City of Cape Town	125 First line repairs			01 Jan 2024	-	R144 mil
8	Witwatersrand Municipality				Aug 2022	June 2024	

If further space is required, the details can be provided on a separate sheet.

SIGNED ON BEHALF OF TENDERER:

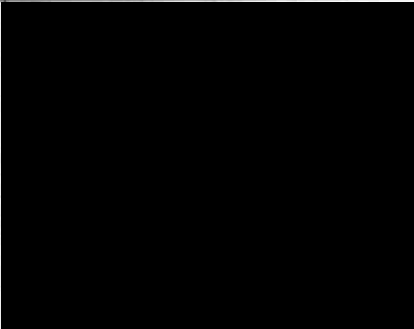
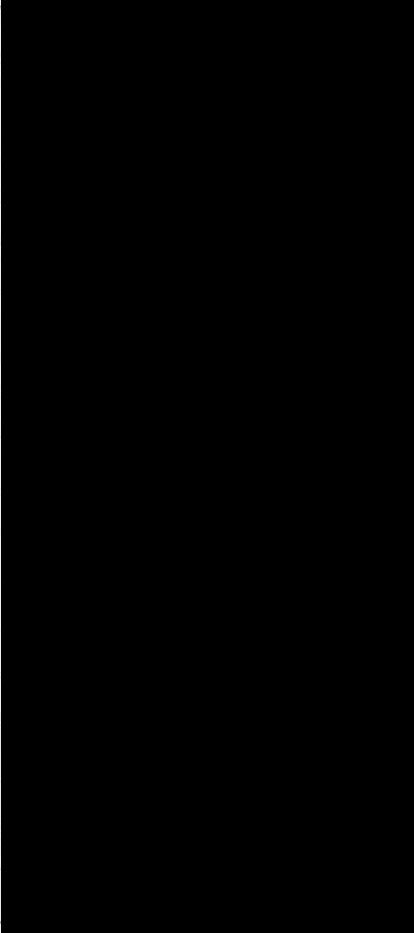
ANNEXURE B**CONTRACTOR STAFF SCHEDULE**

Tenderer must submit below details of the staff to be utilised in this tender. Tenderers **must attach** to this tender document or on request relevant CV and Certificates of the staff. The CV shall indicate the duties performed for each experience including the month and year for each experience declared.

Failure to populate and submitting supporting document will result in zero points for functionality

AREA EAST**CONTRACTOR STAFF TO BE UTILISED IN OOSTENBERG DISTRICT**

Designation	Name and Surname of Staff Member	CV and Certification attached (Yes/No)	Allocated to Project (Yes/No)
Electricians (Trade Tested) Refer to clause 16.2 of the Specification.		Yes	Yes
		Yes	Yes
		Yes	Yes
		Yes	Yes
		Yes	Yes
		Yes	Yes
		Yes	Yes
		Yes	Yes
		Yes	Yes
		Yes	Yes
		Yes	Yes
		Yes	Yes
		Yes	Yes
		Yes	Yes

Designation	Name and Surname of Staff Member	CV and Certification attached (Yes/No)	Allocated to Project (Yes/No)
Semi-skilled / Handymen - Refer to clause 16.4 of the Specification.		Yes	Yes
		Yes	Yes
		Yes	Yes
General Workers			

If further space is required, the details can be provided on a separate sheet.

SIGNED ON BEHALF OF TENDERER:



ANNEXURE C

INVENTORY OF VEHICLES AND SPECIALISED EQUIPMENT TO BE UTILIZED FOR THE CONTRACT IN OOSTENBERG DISTRICT

LIGHT MOTOR VEHICLES (GVM 3500KG OR LESS)	MAKE AND MODEL	OWNED/HIRED	REGISTRATION NO. OR ATTACH RENTAL AGREEMENT
	Nissan NP200	owned	
	Nissan NP200	owned	
	Nissan NP200	owned	
	Mazda	owned	
	Hyundai	owned	
	GWM	owned	
	light load vehicle	owned	
	light load vehicle.	owned	
VEHICLE MOUNTED AERIAL PLATFORM	MAKE AND MODEL	OWNED/HIRED	REGISTRATION NO. OR ATTACH RENTAL AGREEMENT
	Heavy load vehicle	owned	
	Heavy load vehicle	owned	
	platforms	Hired	Rental agreement
AERIAL PLATFORM (FREESTANDING)	MAKE AND MODEL	OWNED/HIRED	REGISTRATION NO. OR ATTACH RENTAL AGREEMENT
	light load vehicle	owned	
x1 Elevated working platform		Hired	Rental agreement
x1 Elevated working platform		Hired	Rental agreement

In respect of the vehicles and specialised equipment, both owned and rented will be considered subject to Tenderers attaching the registration documents of vehicles owned by the tenderer and in case of rental; the rental agreements from rental business or intent to rent or credit approval must be attached to the tender document or submitted on request. The rental agreements or intent to rent or credit approval should clearly specify the type and quantities of vehicles and/or specialised equipment to be rented.

SIGNED ON BEHALF OF TENDERER:

ANNEXURE D: DISTRIBUTION AREA EAST: FIRST LINE RESPONSE CALL-OUTS

Notifications for First Line Response Activities in Area East							
Count of Notification	EDE600	EDE610	EDE620	EDE630	EDE640	EDE650	Grand Total
2020							
Jan	5	330	436	402	618	221	2012
Feb		350	484	406	583	235	2058
Mar	1	304	465	424	562	204	1960
Apr		193	274	242	355	179	1243
May		272	399	318	571	304	1864
Jun	1	480	553	512	706	271	2523
Jul	195	605	778	611	1032	391	3612
Aug	186	520	579	480	724	507	2996
Sep	220	521	443	477	680	327	2668
Oct	162	404	547	408	548	196	2265
Nov	63	392	429	460	509	221	2074
Dec	1	334	382	376	541	173	1807
2021							
Jan	30	342	339	376	559	179	1825
Feb		461	420	351	509	49	1790
Mar		499	509	536	719	308	2571
Apr		417	342	427	475	92	1753
May		935	499	538	790	8	2770
Jun	3	615	605	593	841	230	2887
Jul	2	672	676	709	987	611	3657
Aug	1	480	471	553	704	370	2579
Sep	2	436	422	483	543	309	2195
Oct	1	481	596	598	627	356	2659
Nov	1	467	540	574	543	212	2337
Dec	2	334	344	481	461	226	1848
2022							
Jan		352	493	438	477	167	1927
Feb	7	478	1236	409	524	223	2877
Mar	1	829	680	723	611	300	3144
Apr		621	670	635	718	381	3025
May		619	515	502	681	410	2727
Jun	6	898	767	709	1079	690	4149
Jul	3	677	764	684	834	558	3520
Aug	70	555	600	566	770	455	3016
Sep		486	520	976	790	364	3136
Oct	3	413	447	799	645	294	2601
Nov	2	716	483	538	588	553	2880
Dec	5	586	577	619	733	400	2920
2023							
Jan	3	512	450	569	576	313	2423
Feb	4	534	538	600	753	371	2800
Mar	3	667	984	800	889	613	3956
Apr	3	683	996	1049	967	747	4445
May	4	742	749	883	1281	1237	4896
Jun	2	1325	1337	1034	1688	1168	6554
Jul	5	764	839	949	1191	828	4576
Aug	32	599	819	810	824	508	3592
Sep	41	938	750	826	1105	564	4224
Oct	44	554	578	606	833	539	3154
Nov	58	640	675	702	1467	519	4061
Dec	59	551	592	488	851	335	2876
2024							

Notifications for First Line Response Activities in Area East							
Count of Notification	EDE600	EDE610	EDE620	EDE630	EDE640	EDE650	Grand Total
Jan	27	768	562	691	871	325	3244
Feb	72	487	461	542	778	393	2733
Mar	44	456	582	569	720	352	2723
Apr	14	480	512	428	1509	347	3290
May	9	515	574	557	978	511	3144
Jun	14	643	778	610	1068	714	3827
Jul	16	1020	1222	836	1866	1073	6033
Aug	22	761	1001	788	1315	1012	4899
Sep	3	557	705	632	803	438	3138
Oct		582	612	455	867	383	2899
Nov	3	607	619	825	846	488	3388
Dec	3	565	476	700	646	271	2661
Grand Total	1458	34024	36695	35882	48329	25023	181411

Notifications for First Line Response Public Lighting Activities in Area East											
Count of Notification	EDE600	EDE610	EDE620	EDE630	EDE640	EDE650	EPE610	EPE620	EPE630	EPE640	Grand Total
2020											
Jan	32	141	103	190	168						634
Feb	22	174	104	192	169	1					662
Mar	44	211	84	152	158	1					650
Apr		84	54	84	53	1					276
May	2	130	83	155	124	1					495
Jun	1	257	181	276	247						962
Jul	11	249	279	280	36	1					856
Aug	25	278	173	247	3	1					727
Sep	2	236	142	205	4	1					590
Oct		198	134	238	5						575
Nov		188	109	187	106						590
Dec		124	96	122	114	1					457
2021											
Jan	12	1	1	1	10						25
Feb		182	145	192	112	1					632
Mar		242	176	240	113	3					774
Apr	2	257	179	256	128	2					824
May	1	210	195	377	185						968
Jun	3	234	195	307	196	3					938
Jul		232	168	256	205	2					863
Aug	11	170	158	269	172	2					782
Sep	7	144	108	217	145	6					627
Oct	7	171	136	209	162	11					696
Nov	1	129	98	135	131	6					500
Dec	1	120	91	129	90	8					439
2022											
Jan	4	131	122	207	97	4					565
Feb	13	159	137	191	75	12					587
Mar	17	179	162	230	102	11					701
Apr	16	180	114	199	120	1					630
May	16	235	146	292	121						810
Jun	14	171	143	211	90						629
Jul	27	172	121	229	100	2					651
Aug	9	184	143	179	121	2					638
Sep	20	137	111	204	93	2					567
Oct	5	125	150	163	40	2					485
Nov	11	174	112	162	65	6					530
Dec		131	69	153	54	6					413
2023											

Notifications for First Line Response Public Lighting Activities in Area East											
Count of Notification	EDE600	EDE610	EDE620	EDE630	EDE640	EDE650	EPE610	EPE620	EPE630	EPE640	Grand Total
Jan		158	134	158	45	3					498
Feb		103	122	163	99	2					489
Mar		161	125	230	122	4					642
Apr	1	166	152	272	94						685
May		183	150	196	74	4					607
Jun		248	164	276	97	3					788
Jul		208	132	233	105	3	1		1		683
Aug		171	122	180	99	3	1	2		1	579
Sep		170	113	179	82	3				1	548
Oct		202	194	247	74	3	1				721
Nov		174	131	151	38	3	1	1		2	501
Dec		144	150	146	55	1					496
2024											
Jan		390	446	292	233	2			1	1	1365
Feb		185	228	178	192	1	200	148	63	85	1280
Mar		14	9	10	8		285	214	264	184	988
Apr	1	6	8	8	8	1	499	287	375	294	1487
May		7	5	8	12	2	640	370	464	315	1823
Jun		10	8	15	5	1	575	386	445	290	1735
Jul	2	6	6	8	4	5	584	398	455	317	1785
Aug	1	4	8	13	10	1	482	435	494	288	1736
Sep	3	9	1	6	8	1	528	419	384	288	1647
Oct	2	4	2	3	4		442	422	386	304	1569
Nov		1	5	6	3	4	369	274	299	221	1182
Dec	3	2	3	6	8		330	369	337	229	1287
Grand Total	349	9066	7140	10320	5393	150	4938	3725	3968	2820	47869

An analysis of notifications was done for a period of thirty-six (60) months for Area East. These are historical quantities of notifications based on available data and not indicative of future volume of notifications. The notification information is extracted from the City of Cape Town's SAP system, and reflects the notifications received and processed in the afore mentioned period. It must be noted that the information reflected in this Annexure is not a commitment but is only for information purposes.

LEGEND
DISTRIBUTION AREA EAST: FIRST LINE RESPONSE

Work Centre	District
EDE610 + EPE610	Bloemhof District
EDE620 + EPE620	Parow District
EDE630 + EPE630	Oostenberg District
EDE640 + EPE640	Helderberg District
EDE650	Mfuleni Suburb in terms of supply boundaries it forms part of Bloemhof District
EDE600	City of Cape Town internal FLR, occasionally used by Contractors as a spare

ANNEXURE E: DISTRIBUTION AREA NORTH: FIRST LINE RESPONSE CALL-OUTS

Notifications for First Line Response Activities in Area North					
Count of Notification	EDN600	EDN610	EDN620	EDN640	Grand Total
2021					
Jan	330	235	1546	998	3109
Feb	437	232	1285	829	2783
Mar	669	255	1919	1072	3915
Apr	411	255	1471	753	2890
May	581	348	2057	1026	4012
Jun	678	362	2392	1239	4671
Jul	739	376	2648	1489	5252
Aug	636	290	2066	934	3926
Sep	508	309	1510	796	3123
Oct	564	344	1853	1005	3766
Nov	589	307	1511	980	3387
Dec	604	652	1410	820	3486
2022					
Jan	443	696	1550	1068	3757
Feb	506	352	1385	924	3167
Mar	559	300	1766	1004	3629
Apr	551	352	1637	801	3341
May	715	394	2483	1535	5127
Jun	647	387	2994	1641	5669
Jul	856	443	2528	1059	4886
Aug	694	287	1736	904	3621
Sep	587	329	1693	1035	3644
Oct	560	276	1408	886	3130
Nov	601	221	1533	939	3294
Dec	598	294	1527	861	3280
2023					
Jan	735	216	1558	939	3448
Feb	885	284	1694	1127	3990
Mar	795	277	2507	1232	4811
Apr	597	396	2798	1106	4897
May	857	353	2286	1092	4588
Jun	948	355	2901	1716	5920
Jul	827	402	2176	1307	4712
Aug	700	298	1875	1028	3901
Sep	931	325	2030	1277	4563
Oct	772	312	1609	933	3626
Nov	635	251	1799	974	3659
Dec	566	232	1515	798	3111
2024					
Jan	667	255	1638	1108	3668
Feb	560	223	1865	1192	3840
Mar	525	242	1825	1230	3822
Apr	1042	221	1905	1268	4436
May	752	308	2713	1358	5131
Jun	697	283	3000	1345	5325
Jul	953	514	4856	3286	9609

Notifications for First Line Response Activities in Area North					
Count of Notification	EDN600	EDN610	EDN620	EDN640	Grand Total
Aug	856	426	4038	2324	7644
Sep	691	314	2706	1288	4999
Oct	644	281	2371	1787	5083
Nov	713	273	2068	1323	4377
Dec	517	284	2371	1067	4239
Grand Total	31928	15620	100015	56705	204268

Notifications for First Line Response Public Lighting Activities in Area North					
Count of Notification	EDN600	EDN610	EDN620	EDN640	Grand Total
2021					
Jan	2	1	7	5	15
Feb	56	3	164	163	386
Mar	100	2	195	173	470
Apr	168		212	161	541
May	198	4	237	210	649
Jun	154	3	252	153	562
Jul	196	1	249	194	640
Aug	137	3	181	118	439
Sep	123	2	177	134	436
Oct	116		198	170	484
Nov	133	2	169	176	480
Dec	112	4	165	190	471
2022					
Jan	123	3	153	175	454
Feb	144	1	129	153	427
Mar	128		155	217	500
Apr	120	5	161	192	478
May	170	4	180	252	606
Jun	154	1	167	261	583
Jul	123	2	134	186	445
Aug	130	2	166	168	466
Sep	111	5	129	179	424
Oct	108		128	182	418
Nov	96	4	130	172	402
Dec	53		129	196	378
2023					
Jan	67	1	134	183	385
Feb	88	6	118	195	407
Mar	179	4	150	230	563
Apr	91	3	146	177	417
May	116	1	147	255	519
Jun	103	3	152	249	507
Jul	101	1	138	258	498
Aug	94	1	131	211	437
Sep	75	4	170	237	486
Oct	120	8	152	229	509
Nov	65	1	113	170	349
Dec	78	1	129	166	374

Count of Notification	EDN600	EDN610	EDN620	EDN640	Grand Total
2024					
Jan	252	62	386	557	1257
Feb	207	57	288	490	1042
Mar	196	73	378	465	1112
Apr	447	98	598	626	1769
May	310	150	674	584	1718
Jun	250	137	618	735	1740
Jul	287	214	956	1336	2793
Aug	355	176	704	1380	2615
Sep	270	82	524	709	1585
Oct	283	90	482	589	1444
Nov	237	91	268	571	1167
Dec	237	97	274	559	1167
Grand Total	7463	1413	11800	15341	36017

An analysis of notifications was done for a period of forty-eight months for Area North. These are historical quantities of notifications based on available data and not indicative of future volume of notifications. The notification information is extracted from the City of Cape Town's SAP system, and reflects the notifications received and processed in the afore mentioned period. It must be noted that the information reflected in this Annexure is not a commitment but is only for information purposes.

DISTRIBUTION AREA NORTH: FIRST LINE RESPONSE	
Work Centre	District
EDN610	Atlantis District
EDN620	Vanguard District
EDN640	Mowbray District
EDN600	City District

ANNEXURE F: DISTRIBUTION AREA SOUTH: FIRST LINE RESPONSE CALL-OUTS

Notifications for First Line Response Activities in Area South						
Count of Notification	EDS610	EDS620	EDS630	EDS640	EDS650	Grand Total
2022						
Jan	1559	940	768	889		4156
Feb	1374	1096	811	928		4209
Mar	1782	1578	942	1230		5532
Apr	2004	1476	1031	1056		5567
May	2354	1808	1382	1293		6837
Jun	3185	2305	1545	1612		8647
Jul	2919	1782	1081	1771		7553
Aug	2577	1143	945	1094		5759
Sep	2018	1348	1179	1683		6228
Oct	1554	1016	895	1108		4573
Nov	1535	1187	1127	859		4708
Dec	1505	1626	1094	893		5118
2023						
Jan	1461	1152	928	1411		4952
Feb	1493	1117	1059	1494		5163
Mar	2047	1642	1335	1456		6480
Apr	1872	1854	1084	1738		6548
May	2307	2203	1808	2243		8561
Jun	7528	4292	5312	6040		23172
Jul	2474	2319	1435	1919		8147
Aug	2077	2046	1026	1721		6870
Sep	2832	1929	1281	1556		7598
Oct	2241	1351	1086	1413		6091
Nov	1794	1280	985	1571		5630
Dec	1616	1176	903	1235		4930
2024						
Jan	2295	1184	1108	1466		6053
Feb	2098	971	1160	1085		5314
Mar	1701	1032	1157	1104	307	5301
Apr	1201	954	1103	1342	697	5297
May	1204	1473	1465	2495	787	7424
Jun	1484	1475	1524	2057	1000	7540
Jul	2252	2626	3397	4040	2034	14349
Aug	1900	1947	2467	3655	1438	11407
Sep	1212	1329	1596	1508	963	6608
Oct	1000	1353	1272	1744	782	6151
Nov	1060	1833	1624	1487	925	6929
Dec	830	1162	971	1473	734	5170
Grand Total	72345	57005	49886	61669	9667	250572

Notifications for First Line Response Public Lighting Activities in Area South						
Count of Notification	EDS610	EDS620	EDS630	EDS640	EDS650	Grand Total
2022						
Jan	372	334	251	382		1339
Feb	249	408	308	243		1208
Mar	385	522	281	388		1576
Apr	401	462	337	362		1562
May	550	521	276	377		1724
Jun	381	1022	511	384		2298
Jul	306	839	453	334		1932
Aug	367	791	274	405		1837
Sep	433	816	404	469		2122
Oct	520	763	244	374		1901
Nov	694	901	459	537		2591
Dec	404	534	180	303		1421
2023						
Jan	219	327	186	225		957
Feb	266	338	162	142		908
Mar	288	513	283	193		1277
Apr	182	374	146	183		885
May	185	334	196	169		884
Jun	292	642	464	426		1824
Jul	130	309	216	262		917
Aug	85	376	225	257		943
Sep	43	218	161	171		593
Oct	193	396	182	199		970
Nov	137	242	165	164		708
Dec	59	147	133	124		463
2024						
Jan	139	315	289	326		1069
Feb	82	178	226	317		803
Mar	88	187	229	165	2	671
Apr	87	420	528	544	18	1597
May	71	940	1018	911	12	2952
Jun	147	987	877	868	30	2909
Jul	43	761	863	1017	33	2717
Aug	143	823	900	1197	29	3092
Sep	179	520	535	693	150	2077
Oct	175	475	486	491	128	1755
Nov	319	477	459	373	246	1874
Dec	120	390	331	270	77	1188
Grand Total	8734	18602	13238	14245	725	55544

An analysis of notifications was done for a period of thirty-six months for Area South. These are historical quantities of notifications based on available data and not indicative of future volume of notifications. The notification information is extracted from the City of Cape Town's SAP system, and reflects the notifications received and processed in the afore mentioned period. It must be noted that the information reflected in this Annexure is not a commitment but is only for information purposes.

DISTRIBUTION AREA SOUTH: FIRST LINE RESPONSE	
Work Centre	District
EDS610 + EDS650	Gugulethu District
EDS620	Mitchell's Plain District
EDS630	Muizenberg District
EDS640	Wynberg District

ANNEXURE G

Provide details of Supervisor and address of the local office with storage facility
(For Information Purposes and to be utilised at contract stage)

Designation	Name and Surname of Staff Member	CV attached (Yes/No)	Certificatio n attached (Yes/No)	Allocated to Project full time (Yes/No)
Supervisor		Yes	Yes	Yes
		Yes	Yes	Yes

The tenderer has attached address of the local office with storage facility	
Physical address:	

ANNEXURE H

Allocation of Resources and Contingency Plan (For Information Purposes and to be utilised at contract stage)

The tenderer shall append their proposed resource allocation to this page.

This schedule should include all personnel/crews that are intended to be used in the execution of the work with details of their name, qualification, title/job description, a brief description of their function in relation to this project, whether or not they are in the employment of the tenderer at present, and on what basis they will be involved in this project (part time oversight role, full time for duration of certain activities, as and when required etc.).

This schedule should also include resources other than human (equipment, tools, vehicles, office equipment etc) that are relevant to/necessary for and are available, or will be bought/hired in, for use on this project. These should however comply with City of Cape Town Standards. The resources mentioned shall constitute crew/s as stipulated in clause 16 of the specification and shall indicate the Contractors capacity to perform functions of this Contract at full potential.

The employer may request more detailed information relating to the resources listed if deemed necessary.

ALLOCATION OF RESOURCES AVAILABLE FOR USE		
NAME/TYPE OF RESOURCE	DESCRIPTION	CURRENTLY EMPLOYED/ OWNED/ OR TO BE HIRED
vehicles	Np200 Nissan DAKKIES	owned
Ladders	7meter & 12 meter	owned
cherry pickers	Various	owned

ANNEXURE I

ALTERNATIVE ALLOCATION OF RESOURCES (CONTINGENCY PLAN) (For Information Purposes and to be utilised at contract stage)		
NAME/TYPE OF RESOURCE	DESCRIPTION	CURRENTLY EMPLOYED/ OWNED/ OR TO BE HIRED
cherry pickers	various	owned
Ladders	7 meter & 12 meter	owned

Schedule F.14: Appeal Application

annexure 'B'

OFFICIAL RECEIPT
(Valid only if printed
by official cash
receipting machine)

IRISITI ESESIKWENI
(Isemthethweni kuphela
xa ishicilelwe
ngumatshini wokukhupa
irisiti osesikweni.)

AMPTELIKE KWITANSIE
(Geldig alleenlik indien deur
amptelike kontantvangs
masjien gedruk.)

GL DATA CAPTURE RECEIPT
(CASHIERTO RETAIN A COPY)

RECEIPT NO: _____

DATE: _____

SAP GL:

8	1	0	1	0	0
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PROFIT CENTRE:

1	3	0	5	0	0	0	1
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NAME/COMPANY NAME:

AMOUNT:

						R	3	0	0	-	0	0
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SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES: APPEALS UNIT

CONTACT PERSON: CHARLENE CEBEKHULU / MELANIE CLOETE

PHONE NO: 021 400 2503 / 021 400 3788

OFFICIAL RECEIPT
(Valid only if printed
by official cash
receipting machine)

IRISITI ESESIKWENI
(Isemthethweni kuphela
xa ishicilelwe
ngumatshini wokukhupa
irisiti osesikweni.)

AMPTELIKE KWITANSIE
(Geldig alleenlik indien deur
amptelike kontantvangs
masjien gedruk.)

GL DATA CAPTURE RECEIPT
(CASHIERTO RETAIN A COPY)

RECEIPT NO: _____

DATE: _____

SAP GL:

8	1	0	1	0	0
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PROFIT CENTRE:

1	3	0	5	0	0	0	1
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NAME/COMPANY NAME:

AMOUNT:

						R	3	0	0	-	0	0
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SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES: APPEALS UNIT

CONTACT PERSON: CHARLENE CEBEKHULU / MELANIE CLOETE

PHONE NO: 021 400 2503 / 021 400 3788

CIVIC CENTRE IZIKO LOLUNGU BURGERSENTRUM
12 HERTZOG BOULEVARD CAPE TOWN 8001 P O BOX 296 CAPE TOWN 8000
www.capetown.gov.za

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Addendum A – Area Map

